

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, January 14, 2025
WORK SESSION- DISCUSSION ON THE PARKWAY DEVELOPMENT - 5:30 P.M.
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **OATH OF OFFICE**
- 6:40 **APPROVAL OF AGENDA**
- 6:40 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*
- A. Approval of Council Meeting Minutes of December 23, 2024
- B. Approval of Payment of Claims for January 14, 2025
- C. Approval of Change Order One for Territorial Watermain Extension
- D. Approval of Pay Request One for Territorial Watermain Improvements
- E. Approval of Resolution 01-2025; Official Depositories, Newspaper and Bank Signatories
- F. Approval of Change Order 3 for Wellhouse 5 Project
- G. Approval of Resolution 03-2025; Accepting Donation for Police
- H. Approval of Letter of Credit Reduction for Brayburn East
- I. Approval of Pay Request 5 for Wellhouse 5 Project
- J. Approval of Pay Request 3 for Dayton Generators Project
- K. Approval of Resolution 04-2025; Accepting Donation for Fire Department
- L. Approval of Remodeling Bathrooms and Day Room for Fire Station 2
- M. Approval of Water Trail Contract Amendment
- N. Approval of Crow/Mississippi Water Access Contract for Design Services
- 6:45 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:55 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- New Business**
- 7:05 O. Confirmation of Local Board of Appeal and Equalization Meeting for April 8, 2025 Starting at 5:30 P.M.
- 7:10 P. Quilling Concept Review
- Action Items**
- 7:30 Q. Ordinance 2025-01; Adopting City Fees and Escrow Schedule
- 7:40 R. Resolution 02-2025; Official Designations and Appointments
- 7:50 S. Appoint a Planning Commissioner
- 8:05 T. Ordinance 2025-02; Cannabis Use Zoning Ordinance Amendment
- 8:15 **ADJOURNMENT**

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

Mayor Fisher called the public meeting to order at 8:00 a.m.

PRESENT: Mayor Dennis Fisher, David Fashant, Travis Henderson, Scott Salonek, and Matt Trost

ABSENT:

ALSO PRESENT: City Administrator/Finance Director, Zach Doud; Assistant City Administrator/City Clerk, Amy Benting; Assistant Fire Chief, Kevin Astrup; Community Development Director, Jon Sevald

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Henderson to approve the agenda items. Motion carries unanimously.

CONSENT ITEMS:

- A.** Approval of Council Meeting Minutes and Worksession Minutes of November 26, 2024 and Council Meeting Minutes of December 10, 2024
- B.** Approval of Payment of Claims for December 23, 2024
- C.** Approval of Law Enforcement Labor Services Union Contract
- D.** Approval of Pay Application 10 From Magney Construction
- E.** Approval to Sell Rescue 11
- F.** Approval of Resolution 60-2024; Accepting the Voluntary Dissolution of the Dayton Fire Relief Association and Establishing Part-Time Firefighter Positions
- G.** Approval of Resolution 61-2024; Moving the Part-Time Firefighter/EMT Position Eligible for Police and Fire PERA
- H.** Approval of Ordinance 2024-17; Ordinance Amending Dayton City Code Regarding Stormwater Illicit Discharge And Illicit Connection Salt Storage
- I.** Approval of Letter of Support for the Dayton Elementary Pedestrian Improvement Project

Mayor Fisher asked for an update on the Pressure vessels on the well head treatment.

MOTION: Motion was made by Councilmember Trost, seconded by Councilmember Salonek, to approve the Consent Agenda as presented. The motion carries unanimously.

OPEN FORUM:

No one came forward.

COUNCIL MEETING
DECEMBER 23, 2024
8:30 A.M.
PAGE 2 OF 2

CITY OF DAYTON, MINNESOTA
12260 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

STAFF, CONSULTANT, AND COUNCIL UPDATES:

Doud thanked Trost and Henderson for their time on Council, support and different viewpoints on topics. Chief Hendrickson is out this morning as he is getting interviewed by WCCO for the Fire truck that was donated, so you will likely see him on the 5 p.m. news.

Sevald stated that States Manufacturing is moving forward.

ADJOURNMENT

Fisher declared the meeting adjourned at 8:35 a.m.

Respectfully Submitted,

Amy Benting, City Clerk

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting January 14, 2025

	<u>Totals</u>
Claims Roster 01-14-2025	\$ 7,671,691.04
Prepaid 01-02-2025 EB	\$ 102,926.67
Prepaid 01-09-2025 FB	\$ 2,561.84

Total Payments:	\$ 7,777,179.55
------------------------	------------------------

Payroll 01-02-2025 Bi-Weekly 01	\$ 100,793.27
Payroll 01-09-2025 FD Dec. 2024	\$ 13,342.91

Check # sequence to be approved by City Council from meeting date of 01/14/2025:

Checks # 078216-078322

01/08/2025

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 01/14/2025 - 01/14/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnized Post Date
	A-1 OUTDOOR POWER INC PW; REPAIR BROKEN SPRINGS 101-43100-50220 PW; REPAIR BROKEN SPRINGS	12/31/2024 CHOYT	01/14/2025	320.56 320.56	320.56	Open	N 12/30/2024
	A-1 OUTDOOR POWER INC PW; BELT-DRIVE 101-43100-50220 PW; BELT-DRIVE	01/03/2025 CHOYT	01/14/2025	131.80 131.80	131.80	Open	N 12/23/2024
	ACME TOOLS-PLYMOUTH PW; SUPPLIES 101-43100-50210 PW; SUPPLIES	12/20/2024 CHOYT	01/14/2025	1,207.94 1,207.94	1,207.94	Open	N 12/20/2024
	ACTIVE911, INC. PD; SUBSCRIPTIONS/MEMBERSHIP 2025 101-42120-50205 PD; SUBSCRIPTIONS/MEMBERSHIP 2025	01/02/2025 CHOYT	01/14/2025	31.50 31.50	0.00	Paid	Y 01/02/2025
	ASPEN MILLS PD; UNIFORM- GRIMSBY 101-42120-50217 PD; UNIFORM- GRIMSBY	12/20/2024 CHOYT	01/14/2025	34.00 34.00	0.00	Paid	Y 12/20/2024
	ASPEN MILLS PD; GENERAL UNIFORM 101-42120-50217 PD; GENERAL UNIFORM	01/02/2025 CHOYT	01/14/2025	1,020.63 1,020.63	1,020.63	Open	N 12/31/2024
	BADGER STATE INSPECTION, LLC AMI ANTENNA INSTALLATION 601-49400-50530 AMI ANTENNA INSTALLATION 602-49400-50530 AMI ANTENNA INSTALLATION	01/03/2025 CHOYT	01/14/2025	3,500.00 1,750.00 1,750.00	3,500.00	Open	N 11/21/2024

BANK FEE-ADJ	11/29/2024	11/29/2024	25.00	0.00	Paid	Y
NOV 2024 CASH MGMT FEES	DBRUNETTE					11/29/2024
101-41500-50309	NOV 2024 CASH MGMT FEES		25.00			
BANK FEE-ADJ	11/29/2024	11/29/2024	25.00	0.00	Paid	Y
NOV 2024 SCANNER	DBRUNETTE					11/29/2024
101-41500-50309	NOV 2024 SCANNER		25.00			
BEAUDRY	12/20/2024	01/14/2025	2,103.70	2,103.70	Open	N
PW; UNLEADED 87 -871.10	CHOYT					12/16/2024
101-43100-50212	PW; UNLEADED 87 -871.10		2,103.70			
BEAUDRY	12/30/2024	01/14/2025	1,743.82	1,743.82	Open	N
PW; ULS DYED KODIAK PLUS 50/50 -607.60	CHOYT					12/20/2024
101-43100-50212	PW; ULS DYED KODIAK PLUS 50/50 -607.60		1,743.82			
BEAUDRY	12/30/2024	01/14/2025	871.77	871.77	Open	N
PW; UNLEADED 87 -366.60	CHOYT					12/20/2024
101-43100-50212	PW; UNLEADED 87 -366.60		871.77			
BLACK & VEATCH	01/03/2025	01/14/2025	3,620.00	3,620.00	Open	N
WELL 4 & 5 FILTRATION DET DES; NOV 2024	CHOYT					11/30/2024
601-00000-16500	WELL 4 & 5 FILTRATION DET DES; NOV 2024		3,620.00			
C. VISION PRODUCTION	12/20/2024	01/14/2025	2,625.00	0.00	Paid	Y
VIDEO TECH; DEC 2024	CHOYT					12/20/2024
226-41900-50430	VIDEO TECH; DEC 2024		2,625.00			
CARSON,CLELLAND & SCHREDER	12/30/2024	01/14/2025	2,000.00	2,000.00	Open	N
CRIMINAL PROSECUTION; DEC 2024	CHOYT					12/27/2024
101-41640-50305	CRIMINAL PROSECUTION; DEC 2024		2,000.00			
CENTERPOINT ENERGY	01/02/2025	01/14/2025	1,161.84	0.00	Paid	Y
8000014132-7 GAS SVCS; NOV 2024	CHOYT					11/30/2024
101-43100-50383	PW; 5888628-4		374.41			
101-41810-50383	CH; 5895786-1		386.05			
101-41910-50383	AC; 5895789-5		149.82			
101-42260-50383	FD; 5895789-5		149.83			

101-43100-50383	BROCKTON; 5914909-6			101.73			
CENTURYLINK		12/26/2024	01/14/2025	217.68	0.00	Paid	Y
PW; 763 323-0023 WATER SYSTEM SCADA DEC 2	CHOYT						12/26/2024
601-49400-50321	PW; 763 323-0023 WATER SYSTEM SCADA			108.84			
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE			108.84			
CENTURYLINK		12/27/2024	01/14/2025	47.36	0.00	Paid	Y
PW; 763 428-7345 DEC-JAN 2025	CHOYT						01/01/2025
101-43100-50321	PW; 763 428-7345 DEC-JAN 2025			47.36			
CINTAS		12/20/2024	01/14/2025	121.12	121.12	Open	N
PW; UNIFORMS	CHOYT						12/19/2024
101-43100-50217	PW; UNIFORMS			121.12			
CINTAS		12/30/2024	01/14/2025	121.12	121.12	Open	N
PW; UNIFORMS	CHOYT						12/27/2024
101-43100-50217	PW; UNIFORMS			121.12			
CINTAS		01/06/2025	01/14/2025	121.12	121.12	Open	N
PW; UNIFORMS	CHOYT						01/03/2025
101-43100-50217	PW; UNIFORMS			121.12			
CITY OF MONTICELLO		12/20/2024	01/14/2025	194.00	0.00	Paid	Y
PD; ANIMAL CONTROL OCT-NOV 2024	CHOYT						12/12/2024
101-42140-50308	PD; ANIMAL CONTROL OCT/NOV 2024			194.00			
CLEARGOV INC.		01/06/2025	01/14/2025	8,343.00	8,343.00	Open	N
AD; PROFESSIONAL SRVS- 1/1/25-12/31/25	CHOYT						01/01/2025
101-41500-50300	AD; PROFESSIONAL SRVS- 1/1/25-12/31/25			8,343.00			
CMT JANITORIAL SERVICES		12/23/2024	01/14/2025	1,602.00	0.00	Paid	Y
CONTRACT SERVICES-OFC CLEANING JAN 2025	CHOYT						01/01/2025
101-41910-50308	CONTRACT SERVICES-OFC CLEANING			602.00			
101-41810-50308	CONTRACT SERVICES-OFC CLEANING			1,000.00			
COMPASS PEER GROUP LLC		12/27/2024	01/14/2025	1,600.00	1,600.00	Open	N
COMPASS PEER GROUPS MEMBERSHIP 2025	CHOYT						01/02/2025

101-41310-50208	COMPASS PEER GROUPS MEMBERSHIP 2025			1,600.00			
CONNEXUS ENERGY		12/26/2024	01/14/2025	28.76	0.00	Paid	Y
325071; 13699 PINEVIEW LANE; NOV-DEC 2024		CHOYT					12/17/2024
101-43100-50230	325071; 13699 PINEVIEW LANE; NOV-DEC			28.76			
CONNEXUS ENERGY		12/26/2024	01/14/2025	4,942.77	0.00	Paid	Y
ELECTRIC SERVICES/ NOV-DEC 2024		CHOYT					12/20/2024
101-43100-50230	172514 ST LIGHTS;			39.50			
101-43100-50230	172516 ST LIGHTS;			2,286.52			
101-43100-50230	172802 ST LIGHTS;			62.87			
101-43100-50230	172803 ST LIGHTS;			244.77			
101-42130-50381	173098 SIREN;			21.25			
602-49400-50381	178838 141ST OUTBUILDING;			33.84			
601-49400-50381	299049 WELL#2;			1,760.50			
602-49400-50381	299195 ROSEWOOD LIFT;			63.39			
601-49400-50381	299380 WATER TOWER;			166.26			
602-49400-50381	303882 PINEVIEW LIFT;			53.72			
602-49400-50381	307062 HACKBERRY LIFT;			105.83			
101-42130-50381	309045 E FRENCH SIREN;			17.25			
101-43100-50230	317271 ST LIGHTS;			87.07			
COORDINATED BUSINESS SYSTEMS		12/31/2024	01/14/2025	135.07	135.07	Open	N
ENGINEER PRINTER-KYOCERA COPIER		CHOYT					12/23/2024
101-41810-50308	ENGINEER PRINTER-KYOCERA COPIER			135.07			
CORNERSTONE		12/20/2024	01/14/2025	765.34	765.34	Open	N
PD; REPAIR/MAINT 2021 DODGE DURANGO		CHOYT					12/20/2024
101-42120-50220	PD; REPAIR/MAINT			765.34			
CSC ERECORDING		12/26/2024	01/14/2025	51.00	51.00	Open	N
LEGAL NOTICES/FILING FEE PROJ 6149		CHOYT					12/23/2024
411-43100-50351-6149	LEGAL NOTICES/FILING FEE PROJ 6149			51.00			
DAYTON HOUSING GROUP LLC		12/27/2024	01/14/2025	16,210.14	16,210.14	Open	N
TIF 16 PAYMENT; 2ND HALF 2024		CHOYT					12/27/2024
435-41900-50605	TIF 16 PAYMENT; 2ND HALF 2024			16,210.14			

DCA TITLE-WIRE	01/06/2025	01/06/2025	140,881.44	0.00	Paid	Y
EDA LAND PURCHASE: REF FILE DC242230	DBRUNETTE					01/06/2025
225-41710-50510	EDA LAND PURCHASE		140,881.44			
<hr/>						
DIANA MAUTI	01/06/2025	01/14/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 12/22	CHOYT					12/31/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 12/22		300.00			
<hr/>						
EBERT CONSTRUCTION	12/31/2024	01/14/2025	136,227.00	136,227.00	Open	N
DAYTON WELLHOUSE #5- PAY 5	CHOYT					12/31/2024
601-00000-16500	DAYTON WELLHOUSE #5- PAY 5		143,396.85			
601-00000-20600	RETAINAGE PAYABLE		(7,169.85)			
<hr/>						
ECM PUBLISHERS, INC	12/31/2024	01/14/2025	321.87	321.87	Open	N
LEGAL NOTICES/FILING FEE PROJ.6180	CHOYT					12/26/2024
411-43100-50351-6180	LEGAL NOTICES/FILING FEE PROJ.6180		321.87			
<hr/>						
ECM PUBLISHERS, INC	12/31/2024	01/14/2025	287.37	287.37	Open	N
LEGAL NOTICES/FILING FEE PROJ. 6198	CHOYT					12/26/2024
411-43100-50351-6198	LEGAL NOTICES/FILING FEE PROJ. 6198		287.37			
<hr/>						
ECM PUBLISHERS, INC	01/06/2025	01/14/2025	94.87	94.87	Open	N
PHN; ELSIE STEPHENS MASTER PLAN	CHOYT					12/26/2024
101-41110-50352	PHN; ELSIE STEPHENS MASTER PLAN		94.87			
<hr/>						
ECM PUBLISHERS, INC	01/06/2025	01/14/2025	69.00	69.00	Open	N
LEGAL NOTICES/FILING FEE PROJ #6210	CHOYT					12/26/2024
411-43100-50351-6210	LEGAL NOTICES/FILING FEE PROJ #6210		69.00			
<hr/>						
ECM PUBLISHERS, INC	01/08/2025	01/14/2025	345.00	345.00	Open	N
PHN; 2025 ADOPTED BUDGET	CHOYT					01/02/2025
101-41110-50352	PHN; 2025 ADOPTED BUDGET		345.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	888,862.50	888,862.50	Open	N
GENERAL OBLIGATION BOND; SERIES 2015A	CHOYT					01/01/2025
342-41900-50601	DEBIT SRV BOND PRINCIPAL;SERIES 2015A		855,000.00			
342-41900-50611	BOND INTEREST; SERIES 2015A		33,862.50			
<hr/>						

EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	549,825.00	549,825.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2014A	CHOYT					01/01/2025
342-41900-50601	DEBT SRV BOND PRINCIPAL-SERIES 2014A		460,000.00			
342-41900-50611	BOND INTEREST;SERIES 2014A		89,825.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	181,831.25	181,831.25	Open	N
GENERAL OBLIGATION BOND; SERIES 2016A	CHOYT					01/01/2025
355-47000-50601	DEBT SRV BOND PRINCIPAL-SERIES 2016A		155,000.00			
355-47000-50611	BOND INTEREST; SERIES 2016A		26,831.25			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	100.00	100.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2016A	CHOYT					01/01/2025
355-47000-50620	GENERAL OBLIGATION BOND; SERIES 2016A		100.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	475.00	475.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2020A	CHOYT					01/01/2025
378-47000-50620	FISCAL AGENTS FEES; SERIES 2020A		475.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	205,075.00	205,075.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2020A	CHOYT					01/01/2025
378-47000-50601	DEBT SRV BOND PRINCIPAL; SERIES 2020A		190,000.00			
378-47000-50611	BOND INTEREST; SERIES 2020A		15,075.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	475.00	475.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2023A	CHOYT					01/01/2025
379-47000-50620	FISCAL AGENT S FEES-SERIES 2023A		475.00			
<hr/>						
EHLERS & ASSOCIATES, INC	12/20/2024	01/14/2025	182,025.00	182,025.00	Open	N
GENERAL OBLIGATION BOND; SERIES 2023A	CHOYT					01/01/2025
379-47000-50601	DEBT SRV BOND PRINCIPAL; SERIES 2023A		50,000.00			
379-47000-50611	BOND INTEREST; SERIES 2023A		132,025.00			
<hr/>						
ELM CREEK WATERSHED	01/06/2025	01/14/2025	23,086.00	23,086.00	Open	N
2025 MEMBER ASSESSMENT	CHOYT					01/01/2025
415-41900-50300	2025 MEMBER ASSESSMENT		23,086.00			
<hr/>						
EMBEDDED SYSTEMS INC	01/02/2025	01/14/2025	2,098.74	2,098.74	Open	N
PD; CONTRACT SERVICES/SIREN JAN-JUN 2025	CHOYT					01/02/2025

101-42130-50308	PD; CONTRACT SERVICES/SIREN			2,098.74			
ENDE SEPTIC SERVICE	12/26/2024	01/14/2025	325.00	325.00	Open	N	
PW; PUMPING HOLDING TANKS-PUMP 2	CHOYT						12/23/2024
101-43100-50220	PW; PUMPING HOLDING TANKS-PUMP 2		325.00				
FIRST DUE	01/07/2025	01/14/2025	10,500.00	10,500.00	Open	N	
FD; RENEWAL SUBSCRIPTION 2025	CHOYT						01/01/2025
101-42260-50300	FD; RENEWAL SUBSCRIPTION 2025		10,500.00				
FLOCK SAFETY	12/30/2024	01/14/2025	24,925.00	24,925.00	Open	N	
PD; FLOCK SAFETY FALCON-2025	CHOYT						01/01/2025
101-42120-50308	PD; FLOCK SAFETY FALCON		24,925.00				
FULLY PROMOTED/EMBROIDME	12/23/2024	01/14/2025	164.00	164.00	Open	N	
CH;UNIFORM/ A BENTING	CHOYT						12/23/2024
101-41310-50200	CH;UNIFORM/ A BENTING		164.00				
FULLY PROMOTED/EMBROIDME	01/06/2025	01/14/2025	900.00	900.00	Open	N	
PW; UNIFORM / TRUCKER CAPS	CHOYT						12/31/2024
101-43100-50217	PW; UNIFORM / TRUCKER CAPS		900.00				
FULLY PROMOTED/EMBROIDME	01/07/2025	01/14/2025	167.97	167.97	Open	N	
CD; UNIFORM ALLOWANCE /J. SEVALD	CHOYT						12/23/2024
101-41660-50200	CD; UNIFORM /J. SEVALD		167.97				
GOPHER STATE ONE-CALL	01/03/2025	01/14/2025	168.75	168.75	Open	N	
125 BILLABLE TICKETS; DEC 2024	CHOYT						12/31/2024
601-49400-50220	125 BILLABLE TICKETS; DEC 2024		84.37				
602-49400-50220	125 BILLABLE TICKETS; DEC 2024		84.38				
GRACO MINNESOTA INC	12/27/2024	01/14/2025	559,925.84	559,925.84	Open	N	
TIF 17 PAYMENT	CHOYT						12/27/2024
436-41900-50605	TIF 17 PAYMENT		559,925.84				
GRACO MINNESOTA INC	01/07/2025	01/14/2025	5,000.00	5,000.00	Open	N	
GRACO LANDSCAPE ESCROW RELEASE	CHOYT						01/07/2025
420-00000-22100	GRACO LANDSCAPE ESCROW RELEASE		5,000.00				

GRACO MINNESOTA INC	01/08/2025	01/14/2025	398,311.00	398,311.00	Open	N
IBDP DEED GRANT; GRACO RD IMPROVEMENT	CHOYT					12/31/2024
414-40500-34910	IBDP DEED GRANT; GRACO RD IMPROVEMENT		398,311.00			
<hr/>						
GUIDANCEPOINT TECHNOLOGIES	12/30/2024	01/14/2025	175.00	175.00	Open	N
PD; CONTRACT SERVICES	CHOYT					12/29/2024
101-42120-50308	PD; CONTRACT SERVICES		175.00			
<hr/>						
GUIDANCEPOINT TECHNOLOGIES	12/30/2024	01/14/2025	305.00	305.00	Open	N
IT; CONTRACT SERVICES	CHOYT					12/29/2024
101-41810-50308	IT; CONTRACT SERVICES		305.00			
<hr/>						
GUIDANCEPOINT TECHNOLOGIES	12/31/2024	01/14/2025	1,129.99	0.00	Paid	Y
IT; PROFESSIONAL SRVS-SERVICE REQUEST	CHOYT					12/30/2024
101-41820-50300	IT; PROFESSIONAL SRVS-SERVICE REQUEST		1,129.99			
<hr/>						
GUIDANCEPOINT TECHNOLOGIES	12/31/2024	01/14/2025	506.00	0.00	Paid	Y
IT; CONTRACT SERVICES- OFFICE 365 DEC 2024	CHOYT					12/31/2024
101-41810-50308	IT; CONTRACT SERVICES- OFFICE 365 DEC		506.00			
<hr/>						
HACH COMPANY INC	01/06/2025	01/14/2025	309.67	309.67	Open	N
PW; CHEMICALS	CHOYT					02/21/2024
601-49400-50210	PW; CHEMICALS		309.67			
<hr/>						
HAWKINS, INC	12/31/2024	01/14/2025	4,706.22	4,706.22	Open	N
PW; CHEMICALS	CHOYT					12/23/2024
601-49400-50216	PW; CHEMICALS		4,706.22			
<hr/>						
HAYDEN STENSGARD	12/23/2024	01/14/2025	114.84	114.84	Open	N
MILEAGE REIMBURSEMENT OCT-DEC 2024	CHOYT					12/20/2024
101-41710-50331	MILEAGE REIMBURSEMENT OCT-DEC 2024		114.84			
<hr/>						
HENNEPIN COUNTY -PROPERTY TAX	12/31/2024	01/14/2025	48.00	48.00	Open	N
HENN CTY SA LUMP FEE LEVY 17838/77273	CHOYT					01/02/2025
101-41610-50300	SA LUMP FEE LEVY 17838/77273		48.00			
<hr/>						
HENNEPIN COUNTY SHERIFFS OFFIC	01/02/2025	01/14/2025	92.36	92.36	Open	N

PD; PER DIEM AND PROCESSING NOV 2024	CHOYT						12/31/2024
101-42120-50306	PD; PER DIEM AND PROCESSING NOV 2024			92.36			
<hr/>							
I-94 WEST CORRIDOR COALTION	12/26/2024	01/14/2025		5,078.50	5,078.50	Open	N
2025 ANNUAL MEMBERSHIP DUES	CHOYT						01/01/2025
101-41110-50205	2025 ANNUAL MEMBERSHIP DUES			5,078.50			
<hr/>							
JEFFERSON FIRE & SAFETY, INC	12/31/2024	01/14/2025		2,220.00	2,220.00	Open	N
FD; SUPPLIES-THERMAL IMAGING CAMERA KIT	CHOYT						12/30/2024
101-42260-50200	FD; SUPPLIES-THERMAL IMAGING KIT			2,220.00			
<hr/>							
LAKETOWN ELECTRIC CORPORATION	12/31/2024	01/14/2025		47,500.00	47,500.00	Open	N
PAY APP 3; DAYTON HMGP GENERATORS	CHOYT						12/31/2024
410-42260-50530	PAY APP 3; DAYTON HMGP GENERATORS			50,000.00			
410-00000-20600	RETAINAGE PAYABLE			(2,500.00)			
<hr/>							
LANDFORM PROFESSIONAL SVCS, LLC	12/20/2024	01/14/2025		2,805.50	2,805.50	Open	N
PLANNING; ADDITIONAL MEETINGS MASTER PLAI	CHOYT						11/30/2024
101-41710-50300	PLANNING; ADDITIONAL MEETINGS NOV 2024			2,805.50			
<hr/>							
LEAGUE OF MINNESOTA CITIES	01/06/2025	01/14/2025		11,659.00	11,659.00	Open	N
SUBSCRIPTIONS/MEMBERSHIP 2025	CHOYT						01/01/2025
101-41110-50205	SUBSCRIPTIONS/MEMBERSHIP 2025			11,659.00			
<hr/>							
LEAGUE OF MN CITIES-INSURANCE	01/06/2025	01/14/2025		35.43	35.43	Open	N
PW; DEDUCTIBLE CLAIM #00511261	CHOYT						12/31/2024
101-43100-50361	PW; DEDUCTIBLE CLAIM #00511261			35.43			
<hr/>							
LEATHAM FAMILY	01/06/2025	01/14/2025		60.00	60.00	Open	N
PD; OTHER EQUIPMENT-BADGE UPDATE	CHOYT						12/23/2024
101-42120-50580	PD; OTHER EQUIPMENT-BADGE			60.00			
<hr/>							
LEXIS NEXIS	01/06/2025	01/14/2025		200.00	200.00	Open	N
PD; CONTRACT SERVICES DEC 2024	CHOYT						12/31/2024
101-42120-50308	PD; CONTRACT SERVICES DEC 2024			200.00			
<hr/>							
M/I HOMES OF MPLS	12/20/2024	01/14/2025		3,000.00	3,000.00	Open	N
14720 CHESHIRE CT LANDSCAPE ESCROW RELE	CHOYT						12/20/2024

420-00000-22100	14720 CHESHIRE CT LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14651 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							12/20/2024
420-00000-22100	14651 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14619 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							12/20/2024
420-00000-22100	14619 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14611 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							12/20/2024
420-00000-22100	14611 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14647 CHESHIRE WAY LANDSCAPE ESCROW REI CHOYT							12/20/2024
420-00000-22100	14647 CHESHIRE WAY LANDSCAPE ESCROW RELE		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14641 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							12/20/2024
420-00000-22100	14641 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14642 146TH AVE N LANDSCAPE ESCROW RELE/ CHOYT							12/20/2024
420-00000-22100	14642 146TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14513 OXOW CT LANDSCAPE ESCROW RELEASE CHOYT							12/20/2024
420-00000-22100	14513 OXOW CT LANDSCAPE ESCROW RELEASE		3,000.00				
M/I HOMES OF MPLS	12/20/2024	01/14/2025	3,000.00	3,000.00	Open	N	
14736 RIVER HILLS PKWY LANDSCAPE ESCROW CHOYT							12/20/2024
420-00000-22100	14736 RIVER HILLS PKWY LANDSCAPE ESCROW		3,000.00				
M/I HOMES OF MPLS	01/08/2025	01/14/2025	3,000.00	3,000.00	Open	N	
14744 RIVER HILLLS LANDSCAPE ESCROW RELE/ CHOYT							01/08/2025
420-00000-22100	14744 RIVER HILLLS LANDSCAPE ESCROW REL		3,000.00				

MACQUEEN EMERGENCY GROUP	12/20/2024	01/14/2025	0.00	0.00	Void	N
FD; UNIFORM	CHOYT					12/20/2024
101-42260-50217	FD; UNIFORM		1,196.48			
<hr/>						
MACQUEEN EMERGENCY GROUP	12/26/2024	01/14/2025	0.00	0.00	Void	N
FD; UNIFORM	CHOYT					12/26/2024
101-42260-50217	FD; UNIFORM		197.95			
<hr/>						
MENARDS - ELK RIVER	01/06/2025	01/14/2025	460.99	460.99	Open	N
PW; OPERATING SUPPLIES-SHOP SUPPLIES	CHOYT					12/30/2024
601-49400-50210	PW; OPERATING SUPPLIES-SHOP SUPPLIES		460.99			
<hr/>						
MENARDS - MAPLE GROVE	01/06/2025	01/14/2025	28.71	28.71	Open	N
PW; SUPPLIES-SHOP TOOLS	CHOYT					01/02/2025
101-43100-50210	PW; SUPPLIES-SHOP TOOLS		28.71			
<hr/>						
METRO WEST INSPECTION	12/31/2024	01/14/2025	16,952.00	16,952.00	Open	N
211.90 BLDG INSPECTIONS-NOV 2024	CHOYT					11/30/2024
101-41660-50300	211.90 BLDG INSPECTIONS-NOV 2024		16,952.00			
<hr/>						
METROPOLITAN COUNCIL	01/06/2025	01/14/2025	51,586.39	51,586.39	Open	N
177.22 WASTE WATER SERVICE; FEB 2025	CHOYT					01/06/2025
602-49400-50313	177.22 WASTE WATER SERVICE; FEB 2025		51,586.39			
<hr/>						
MIKE BODIN	01/06/2025	01/14/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 12/29	CHOYT					12/31/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 12/29		300.00			
<hr/>						
MINNESOTA MAYORS ASSOCIATION	01/06/2025	01/14/2025	30.00	30.00	Open	N
MEMBERSHIP DUES; 2025	CHOYT					01/06/2025
101-41110-50205	MEMBERSHIP DUES; 2025		30.00			
<hr/>						
MINNESOTA UI	12/31/2024	01/14/2025	4,429.60	0.00	Paid	Y
ACCT #07984917	CHOYT					12/09/2024
101-42260-50361	ACCT #07984917		4,429.60			
<hr/>						
MORETON CAPITAL MARKETS	12/18/2024	12/18/2024	3,500,000.00	0.00	Paid	Y
WIRE TO MORETON CPTL FOR INVESTING	DBRUNETTE					12/18/2024

901-00000-10400	WIRE TO MORETON CPTL FOR INVESTING			3,500,000.00			
MOTOROLA, INC	01/02/2025	01/14/2025	2,585.00	0.00	Paid	Y	
PD; CONTRACT SERVICES DEC 2024-DEC 2025	CHOYT						01/02/2025
101-42120-50308	PD; CONTRACT SERVICES DEC-DEC 2025		2,585.00				
MUTUAL OF OMAHA	12/31/2024	01/14/2025	1,434.07	0.00	Paid	Y	
G000CL6X: STD/LTD PREMIUM-JAN 2025	CHOYT						01/01/2025
101-00000-21705	G000CL6X: STD/LTD PREMIUM-JAN 2025		1,434.07				
NAPA AUTO PARTS	01/06/2025	01/14/2025	119.28	119.28	Open	N	
PD; SUPPLIES-OIL FILTERS	CHOYT						01/02/2025
101-42120-50200	PD; SUPPLIES-OIL FILTERS		119.28				
NEW LOOK CONTRACTING INC	01/08/2025	01/14/2025	360,055.70	360,055.70	Open	N	
PAY APP 1; TERRITORIAL RD WATERMAIN EXTENS	CHOYT						01/08/2025
601-49400-50530-2005	PAY APP 1; TERRITORIAL RD WATERMAIN		360,055.70				
OLSEN CHAIN & CABLE	01/07/2025	01/14/2025	285.18	285.18	Open	N	
PW; CHAIN CUT/SHACKLE	CHOYT						01/06/2025
101-43100-50220	PW; CHAIN CUT/SHACKLE		285.18				
PAYMENTECH	11/04/2024	11/04/2024	4,494.68	0.00	Paid	Y	
NOV 2024 FEES	DBRUNETTE						11/04/2024
101-41500-50309	NOV 2024 FEES		512.43				
101-41500-50309	NOV 2024 FEES		3,982.25				
PAYMENTECH	11/29/2024	11/29/2024	0.00	0.00	Void	Y	
NOV 2024 SCANNER FEES	DBRUNETTE						11/29/2024
101-41500-50309	NOV 2024 SCANNER FEES		25.00				
POMPS TIRE SERVICE, INC	12/26/2024	01/14/2025	34.00	34.00	Open	N	
FD; REPAIRS	CHOYT						12/23/2024
101-42260-50220	FD; REPAIRS		34.00				
PROLOGIS (FRENCH LAKE LAND TIF)	12/27/2024	01/14/2025	68,991.59	68,991.59	Open	N	
TIF 15 PAYMENT; 2024	CHOYT						12/27/2024
477-41900-50605	TIF 15 PAYMENT; 2024		68,991.59				

RACHEL STEVENS	01/06/2025	01/14/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND:EVENTS 12/16-17 CHOYT						12/31/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND:EVENT 12/16-17		300.00			
REPUBLIC SERVICES, INC.	01/07/2025	01/14/2025	16,909.34	16,909.34	Open	N
CITY RECYCLING- DEC 2024	CHOYT					12/31/2024
101-41650-50386	CITY RECYCLING- DEC 2024		16,909.34			
ROGERS TRUE VALUE	01/02/2025	01/14/2025	42.96	42.96	Open	N
PW; REPAIR/MAINT	CHOYT					12/31/2024
601-49400-50220	PW; REPAIR/MAINT		42.96			
ROGERS TRUE VALUE	01/07/2025	01/14/2025	11.98	11.98	Open	N
PARKS; REPAIR/MAINT	CHOYT					01/06/2025
101-45200-50220	PARKS; REPAIR/MAINT		11.98			
RTL EQUIPMENT INC	01/06/2025	01/14/2025	225.00	225.00	Open	N
PW; IMPROVEMENTS OTHER THAN BLDGS TELEB CHOYT						12/30/2024
101-45200-50530	PW; IMPROVEMENTS OTHER THAN BLDGS		225.00			
SAMS CLUB INC	12/31/2024	01/14/2025	258.87	0.00	Paid	Y
SUPPLIES-HOLIDAYTON	CHOYT					12/31/2024
101-41910-50210	SUPPLIES-HOLIDAYTON		258.87			
SHORTSTOP ELECTRIC	01/06/2025	01/14/2025	1,452.00	1,452.00	Open	N
PW; BUILDINGS AND STRUCTURES-ICE RINK	CHOYT					01/03/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES-ICE RINK		1,452.00			
STANTEC CONSULTING SERVICES INC.	12/27/2024	01/14/2025	154,748.24	154,748.24	Open	N
ENGINEERING SVCS; NOVEMBER 2024	CHOYT					11/30/2024
101-41630-50303	GEN. ENGINEERING RETAINER; NOV 2024		4,300.00			
101-41630-50303	GEN. ENGINEERING; NOV 2024		5,411.20			
101-41660-50308	BUILDING PERMIT ACTIVITIES; NOV 2024		5,030.00			
601-49400-50303	WATER SUPPLY & DISTRIBUTION; NOV 2024		804.60			
602-49400-50303	SANITARY SEWER SYSTEM; NOV 2024		1,999.20			
415-41900-50300	STORMWATER; NOV 2024		7,371.40			
414-41900-50303	TRANSPORTATION; NOV 2024		3,300.00			

408-45300-50303	TRAILS; NOV 2024	174.40
601-49400-50303	GIS/MAPPING; NOV 2024	133.60
602-49400-50303	GIS/MAPPING; NOV 2024	133.60
411-43100-50303-1006	RIVER HILLS-M/I HOMES; NOV 2024	84.50
411-43100-50303-6065	BRAYBURN TRAILS; NOV 2024	159.40
411-43100-50303-6098	SUNDANCE GREENS; NOV 2024	1,544.02
411-43100-50303-6075	CLOQUET ISLAND ESTATES(CYPRESS)NOV 2024	1,307.55
411-43100-50303-6105	IONE GARDENS; NOV 2024	396.60
411-43100-50303-6120	SUNDANCE GREENS-LENNAR; NOV 2024	1,317.95
411-43100-50303-6131	MTL COMPANIES; NOV 2024	471.95
411-43100-50303-6143	RIVERWALK; NOV 2024	4,857.57
411-43100-50303-6150	THE CUBES OF FRENCH LAKE (CRG) NOV 2024	127.20
411-43100-50303-6149	KWIK TRIP-MAPLE CT NOV 2024	441.00
411-43100-50303-6147	LEE PROPERTY; NOV 2024	9,311.17
411-43100-50303-6167	CAPITAL PARTNERS; NOV 2024	4,727.65
411-43100-50303-6164	GRACO 2ND; NOV 2024	42.25
411-43100-50303-6180	NEIGHBORHOOD ON DAYTON PKWY; NOV 2024	4,849.50
411-43100-50303-6170	SCHANY PROPERTIES; NOV 2024	2,092.00
411-43100-50303-6165	OPUS; NOV 2024	1,171.06
411-43100-50303-6178	FISHER APPLE ORCHARD; NOV 2024	126.75
459-43100-50300-2001	WEST FRENCH LAKE RD IMPROV; NOV 2024	1,700.80
601-49400-50303	DAYTON WATER COMP PLANS; NOV 2024	3,017.00
602-49400-50303	DAYTON SEWER COMP PLANS; NOV 2024	3,017.00
414-41900-50303	DAYTON RIVER RD TURN LANE IMPROV. NOV 24	532.00
415-41900-50300	DAYTON JORDAN & JAEGER DITCH NOV 2024	101.40
414-41900-50303	DAYTON 2024 MILL & OVERLAY NOV 2024	382.60
601-49400-50303	DAYTON HUD ENVIRONMENTAL NOV 2024	3,399.20
411-43100-50303-6198	DAYTON TERR./E FRENCH; NOV 2024	369.25
411-43100-50303-6203	DCM FARMS; NOV 2024	4,531.50
411-43100-50303-6204	SCANY PROPERTY (NORTH); NOV 2024	305.00
405-41900-50303	PARKS; NOV 2024	174.40
480-43000-50300	DAYTON PKWY INTERCHANGE-CONSTRUCTION NOV	610.40
601-00000-16500	DAYTON WELLHOUSE #5 PRELIM DESIGN NOV 24	3,927.54
414-41900-50303	DAYTON 2024 CHIP AND FOG SEAL NOV 2024	224.50
601-49400-50303-2005	WATERMAIN EXTENSION NOV 2024	5,222.49
408-45300-50303	ELSIE STEPHENS CANOE/KAYAK LAUNCH NOV 24	7,355.20
414-41900-50303	2025 SOUTH DIAMOND LK RD IMPROVEMENTS	3,324.20
225-41710-50300	LENT PROPERTIES PHASE 1 NOV 2024	4,237.33

411-43100-50303-6203	DAYTON DCM FARMS EAW NOV 2024			34,629.75			
414-41900-50303	DAYTON PKWY TRAFFIC SIGNALS NOV 2024			5,434.00			
414-41900-50303	CENTRAL PARK PARKING LOT IMPROV. NOV 24			773.56			
601-49400-50303	TERRITORIAL RD IMPROV. FEASIBILITY NOV			9,793.00			
<hr/>							
STEVE JOHNSON		01/02/2025	01/14/2025	94.32	94.32	Open	N
PW; UNIFORM/BIBS S.JOHNSON REIMBURSE	CHOYT						01/02/2024
101-43100-50217	PW; UNIFORM/BIBS S.JOHNSON			94.32			
<hr/>							
STREICHERS, INC		01/02/2025	01/14/2025	20.97	20.97	Open	N
PD; GENERAL UNIFORM	CHOYT						12/31/2024
101-42120-50217	PD; GENERAL UNIFORM			20.97			
<hr/>							
STREICHERS, INC		01/06/2025	01/14/2025	900.44	900.44	Open	N
PD; AMMO	CHOYT						12/31/2024
101-42120-50217	PD; AMMO			900.44			
<hr/>							
T MOBILE		01/06/2025	01/14/2025	961.02	0.00	Paid	Y
CH/PW; 990673180 CELL SVC NOV-DEC 2024	CHOYT						12/31/2024
101-43100-50321	PW; CELL SVC			584.43			
601-49400-50321	PW; CELL SVC			52.82			
602-49400-50321	PW; CELL SVC			52.83			
101-41910-50321	AC; CELL SVC			79.00			
101-41710-50321	PLANNING; CELL SVC			82.09			
101-41310-50320	CH;ADMINISTRATOR CELL SVC			39.35			
101-41420-50320	CH; CLERK CELL SVC			39.35			
101-41500-50320	CH; HOT SPOT			31.15			
<hr/>							
T MOBILE		01/06/2025	01/14/2025	968.01	0.00	Paid	Y
PD; 990673330 CELL SVC-DEC 2024	CHOYT						12/22/2024
101-42120-50320	PD; 990673330 CELL SVC-DEC			968.01			
<hr/>							
THOMAS GWOST		01/06/2025	01/14/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 01/04/20: CHOYT							01/04/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 01/04			300.00			
<hr/>							
TIMESAVER OFF SITE SECRETARIAL. INC		01/06/2025	01/14/2025	856.50	856.50	Open	N
MINUTES DEC 2024; 12/10 CC, 12/12 PC, 12/17 CHOYT							12/30/2024

101-41420-50300	MINUTES; 12/10 CC, 12/12 PC, 12/17 EDA			856.50			
TSC CONTRACTING LLC	01/03/2025	01/14/2025	3,250.00	3,250.00	Open	N	
PICK UP/DISPOSAL AND PURGE 2 TANKS	CHOYT					01/03/2024	
101-43100-50520	PICK UP/DISPOSAL AND PURGE		3,250.00				
VERIZON WIRELESS	12/26/2024	01/14/2025	150.16	0.00	Paid	Y	
PW;CELL SERVICE;MCM SEWER NOV-DEC 2024	CHOYT					12/11/2024	
602-49400-50321	PW;CELL SERVICE;MCM SEWER NOV-DEC 2024		150.16				
WATER LABORATORIES, INC	01/03/2025	01/14/2025	370.70	370.70	Open	N	
WATER TESTING; DEC 2024	CHOYT					12/31/2024	
601-49400-50300	WATER TESTING; DEC 2024		370.70				
XCEL ENERGY	12/20/2024	01/14/2025	21.90	0.00	Paid	Y	
51-0012400696-3;RUSH CR; NOV-DEC 2024	CHOYT					12/20/2024	
101-45200-50381	51-0012400696-3;RUSH CR; NOV-DEC 2024		21.90				
XCEL ENERGY	12/26/2024	01/14/2025	3.87	0.00	Paid	Y	
51-5815803-3 F SIREN; NOV-DEC 2024	CHOYT					12/18/2024	
101-42130-50381	51-5815803-3 F SIREN; NOV-DEC 2024		3.87				
XCEL ENERGY	12/26/2024	01/14/2025	135.30	0.00	Paid	Y	
51-4585810-2 S DIA LK/LAWNDALE; NOV 2024	CHOYT					12/24/2024	
101-43100-50381	51-4585810-2 S DIA LK; NOV 2024		43.37				
602-49400-50381	51-4585810-2 LAWNDALE; NOV 2024		84.73				
602-49400-50381	51-4585810-2 PRO LGT; NOV 2024		10.63				
602-49400-50381	ELECTRIC COMBINED REFUND CR		(3.43)				
XCEL ENERGY	01/02/2025	01/14/2025	71.05	0.00	Paid	Y	
51-9348440-7 TROY ST LGT; DEC 2024	CHOYT					12/31/2024	
101-43100-50230	51-9348440-7 TROY ST LGT; DEC 2024		71.05				
XCEL ENERGY	01/02/2025	01/14/2025	65.84	0.00	Paid	Y	
51-8932050-3 CR81; DEC 2024	CHOYT					12/31/2024	
101-43100-50230	51-8932050-3 CR81; DEC 2024		65.84				
XCEL ENERGY	01/02/2025	01/14/2025	652.46	0.00	Paid	Y	

51-8556975-3;17780 TERRITORIAL/S.L. DEC 202 CHOYT							12/31/2024
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L. DEC			652.46			
XCEL ENERGY	01/02/2025	01/14/2025		98.55	0.00	Paid	Y
51-0013348079-5;14430 DAYTON RIVER; DEC 20 CHOYT							12/31/2024
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; DEC 24			98.55			
XCEL ENERGY	01/06/2025	01/14/2025		49.46	0.00	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL; DEC 202 CHOYT							12/31/2024
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; DEC			49.46			
XCEL ENERGY	01/06/2025	01/14/2025		69.39	0.00	Paid	Y
51-0013433327-7;18396 DAYTON/SIGNAL DEC 2 CHOYT							12/31/2024
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL DEC			69.39			
XCEL ENERGY	01/06/2025	01/14/2025		29.51	0.00	Paid	Y
51-5420841-2 ST LGT; DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-5420841-2 ST LGT; DEC 2024			29.51			
XCEL ENERGY	01/06/2025	01/14/2025		21.21	0.00	Paid	Y
51-0013433412-1; HWY 94 LGT; DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-0013433412-1; HWY 94 LGT; DEC 2024			21.21			
XCEL ENERGY	01/06/2025	01/14/2025		1,319.45	0.00	Paid	Y
51-6111142-2;16471 S. DIAMOND/S.L. DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L. DEC			1,319.45			
XCEL ENERGY	01/07/2025	01/14/2025		56.45	56.45	Open	N
51-0014158934-9; 11501 DAYTON/S.L DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L DEC			56.45			
XUE LEE	01/06/2025	01/14/2025		300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 1/5/2025 CHOYT							01/05/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 1/5			300.00			
ZACH DOUD	01/08/2025	01/14/2025		552.75	552.75	Open	N
MILEAGE REIMBURSEMENT OCT-DEC 2024 CHOYT							12/31/2024
101-41310-50331	MILEAGE REIMBURSEMENT OCT-DEC 2024			249.91			

101-41910-50331	MILEAGE REIMBURSEMENT OCT-DEC 2024	267.33	
101-41500-50331	MILEAGE REIMBURSEMENT OCT-DEC 2024	35.51	
<hr/>			
# of Invoices: 138 # Due: 99 Totals:		7,671,691.04	4,000,419.30
# of Credit Memos: 0 # Due: 0 Totals:		0.00	0.00
Net of Invoices and Credit Memos:		7,671,691.04	4,000,419.30
<hr/>			
* 3 Net Invoices have Credits Totalling:		(9,673.28)	
<hr/>			
--- TOTALS BY FUND ---			
101 - GENERAL FUND		165,957.66	140,941.32
225 - EDA		145,118.77	4,237.33
226 - CABLE		2,625.00	0.00
342 - 2014A & 2015A NE UTILITIES		1,438,687.50	1,438,687.50
355 - 2016A PW/PD FACILITY		181,931.25	181,931.25
378 - 2020A DAYTON PARKWAY INTERCHANGE		205,550.00	205,550.00
379 - 2023A CRG TIF BOND		182,500.00	182,500.00
405 - PARK DEDICATION		174.40	174.40
408 - PARK TRAIL DEVELOPMENT		7,529.60	7,529.60
410 - CAPITAL FACILITIES		47,500.00	47,500.00
411 - DEVELOPER ESCROWS		73,592.86	73,592.86
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS		412,281.86	412,281.86
415 - STORMWATER		30,558.80	30,558.80
420 - LANDSCAPE ESCROWS		35,000.00	35,000.00
435 - TIF 16 SAND COMPANIES		16,210.14	16,210.14
436 - TIF 17 GRACO		559,925.84	559,925.84
459 - 2022 TIF STREET IMPROVEMENTS		1,700.80	1,700.80
477 - TIF 15 FRENCH LK IND PK		68,991.59	68,991.59
480 - DAYTON PARKWAY INTERCHANGE		610.40	610.40
601 - WATER FUND		536,013.46	533,925.04
602 - SEWER FUND		59,231.11	58,570.57
901 - INVESTMENTS		3,500,000.00	0.00
--- TOTALS BY DEPT/ACTIVITY ---			
00000 -		3,679,208.61	177,774.54
40500 - Charges for Service		398,311.00	398,311.00
41110 - Council		17,207.37	17,207.37

41310 - Administration	2,053.26	2,013.91
41420 - City Clerk	895.85	856.50
41500 - Finance	12,954.34	8,378.51
41610 - Assessing Services	48.00	48.00
41630 - Engineering Services	9,711.20	9,711.20
41640 - Legal Services	2,000.00	2,000.00
41650 - Recycling Services	16,909.34	16,909.34
41660 - Inspection Service	22,149.97	22,149.97
41710 - Plannning & Economic Dev	148,121.20	7,157.67
41810 - Central Services	2,332.12	440.07
41820 - Information Technology	1,129.99	0.00
41900 - General Govt	2,131,144.13	2,128,519.13
41910 - Activity Center	1,357.02	267.33
42120 - Patrol and Investigate	31,897.53	28,279.02
42130 - Emergency Mgmt	2,141.11	2,098.74
42140 - Animal Control	194.00	0.00
42260 - Fire Suppression	67,333.43	62,754.00
43000 -	610.40	610.40
43100 - Public Works	94,741.41	88,463.70
45200 - Parks	258.88	236.98
45300 - Trail Development	7,529.60	7,529.60
47000 - Debt Service (GENERAL)	569,981.25	569,981.25
49400 - Utilities	451,470.03	448,721.07

PRESENTER:

Jason Quisberg

ITEM:

Territorial Road Watermain Extension – Change Order No. 1

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 1 for the Territorial Road Watermain Extension

BACKGROUND:

Due to the existing slopes, common excavation was required along the bank to provide a easily accessible and safe location for a hydrant to be installed. These costs are to remove and dispose of the additional soil required to allow for a safe and accessible hydrant location.

CRITICAL ISSUES:

BUDGET IMPACT:

RECOMMENDATION:

We recommend approval of Change Order 1 in the amount of \$18,270.00.

ATTACHMENT(S):

Change Order Form No. 1

SECTION 00 63 63
CHANGE ORDER FORM

Change Order No. 1

Date 12/3/2024

Agreement Date 12/3/2024

Name of Project: Territorial Road Watermain Extension

Owner: City of Dayton

Contractor: New Look Contracting, Inc.

The following changes are hereby made to the Contract Documents:

The addition of a Common Excavation – Offsite bid item to account for material removed from
the site.

Justification: Due to the existing slopes, common excavation was required along the bank to
provide a easily accessible and safe location for a hydrant to be installed.

Original Contract Price: \$ 349,872.50

Current Contract Price adjusted to previous Change Order: \$ 349,872.50

The Contract Price due to this Change Order will be (increased) (decreased) by
\$18,270.00.

The new Contract Price including this Change Order will be \$ 368,142.50

Original Contract-Required Completion Date: 11/22/2024


Current Contract Completion Date adjusted to previous Change Order: 11/22/2024

The Contract Time will be (increased) (decreased) by 0 calendar days.


The revised Contract Completion Date for completion of Work will be 11/22/2024

Approvals Required:

To be effective, this Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Requested by: 
Jason Quisberg, P.E.

Ordered by: _____
City of Dayton

Accepted by: 
(Contractor)

END OF SECTION

PRESENTER:

Jason Quisberg

ITEM:

Territorial Road Watermain Extension – Pay Application No. 1

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

None

BACKGROUND:

New Look Contracting, Inc. have substantially completed the work for the Territorial Road Watermain Extension. The work remaining includes testing, final vegetation establishment, and punch list items. A 5% retainage is being held until the final completion of this project.

CRITICAL ISSUES:

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

The work completed is within the previously approved budget for the project.

BUDGET IMPACT:

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$360,055.70.

ATTACHMENT(S):

Pay Estimate No. 1

Territorial Road Watermain Extension Pay Estimate No. 1 Tabulation

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: Territorial Road Watermain Extension
CONTRACTOR: New Look Contracting, Inc.

PAY ESTIMATE NO. 1

Original Contract Amount:	<u>\$ 349,872.50</u>
Contract Changes approved to Date (1):	<u>\$ 18,270.00</u>
Revised Contract Price :	<u>\$ 368,142.50</u>
Work Completed to Date (attached):	<u>\$ 379,006.00</u>
Retainage to Date, 5%:	<u>\$ 18,950.30</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 360,055.70</u>
Total Amount Previously Certified:	<u>\$ -</u>
Payment Request This Estimate:	<u>\$ 360,055.70</u>

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

Luke Anderson

CONTRACTOR

Project No. 193807211

Application for Payment Form
00 62 76-1

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 9/10/2023 between between the City of Dayton (OWNER) and New Look Contracting, Inc. (CONTRACTOR) and all authorized changes therto:

By	<hr/>
	<i>Luke Anderson</i>
	<hr/>
Title	<hr/>
	Project Manager
	<hr/>

Approval:

(CONTRACTOR)	<hr/>	Date	<hr/>
	<i>Luke Anderson</i>		12-5-2024
	<hr/>		
STANTEC CONSULTING SERVICES, INC.	<hr/>	Date	<hr/>
	<i>John P. Ortiz</i>		12-30-24
	<hr/>		
CITY OF DAYTON	<hr/>	Date	<hr/>

END OF SECTION

TERRITORIAL ROAD WATERMAIN EXTENSION
PAYMENT REQUEST FORM
QUANTITY TABULATION

										PAY REQUEST #1		
NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		December 2024		
BASE BID SCHEDULE A							QTY	PRICE	QTY	PRICE	QTY	PRICE
1	MOBILIZATION	LUMP SUM	1	\$7,500.00	\$7,500.00	1	\$ 7,500.00	0	\$ -	1	\$ 7,500.00	
2	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	
3	CLEARING AND GRUBBING	ACRE	0.05	\$85,000.00	\$4,250.00	0.05	\$ 4,250.00	0	\$ -	0.05	\$ 4,250.00	
4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	115	\$7.50	\$862.50	20	\$ 150.00	0	\$ -	20	\$ 150.00	
5	REMOVE BITUMINOUS PAVEMENT	SQ YD	112	\$9.00	\$1,008.00	116	\$ 1,044.00	0	\$ -	116	\$ 1,044.00	
6	AGGREGATE BASE CLASS 5, 100% CRUSHED	TON	50	\$35.00	\$1,750.00	52	\$ 1,820.00	0	\$ -	52	\$ 1,820.00	
7	SELECT GRANULAR BORROW (MODIFIED)	TON	89	\$24.00	\$2,136.00	94	\$ 2,256.00	0	\$ -	94	\$ 2,256.00	
8	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	30	\$275.00	\$8,250.00	31	\$ 8,525.00	0	\$ -	31	\$ 8,525.00	
9	BITUMINOUS MATERIAL FOR TACK COAT	GAL	10	\$15.00	\$150.00	10	\$ 150.00	0	\$ -	10	\$ 150.00	
10	12" FUSIBLE PVC C900 DR-18 WATERMAIN (DIRECTIONALLY DRILLED)	LIN FT	1783	\$145.00	\$258,535.00	1785	\$ 258,825.00	0	\$ -	1785	\$ 258,825.00	
11	6" PVC C900 DR-18 WATERMAIN (OPEN CUT)	LIN FT	15	\$90.00	\$1,350.00	15	\$ 1,350.00	0	\$ -	15	\$ 1,350.00	
12	12" PVC C900 DR-18 WATERMAIN (OPEN CUT)	LIN FT	34	\$160.00	\$5,440.00	34	\$ 5,440.00	0	\$ -	34	\$ 5,440.00	
13	6" DUCTILE IRON PIPE CL 52 HYDRANT LEADS	LIN FT	16	\$100.00	\$1,600.00	11	\$ 1,100.00	0	\$ -	11	\$ 1,100.00	
14	6" GATE VALVE AND BOX	EACH	1	\$3,400.00	\$3,400.00	1	\$ 3,400.00	0	\$ -	1	\$ 3,400.00	
15	12" GATE VALVE AND BOX	EACH	2	\$6,750.00	\$13,500.00	2	\$ 13,500.00	0	\$ -	2	\$ 13,500.00	
16	FIRE HYDRANT	EACH	2	\$7,000.00	\$14,000.00	2	\$ 14,000.00	0	\$ -	2	\$ 14,000.00	
17	HYDRANT EXTENSION	EACH	1	\$1,850.00	\$1,850.00	2	\$ 3,700.00	0	\$ -	2	\$ 3,700.00	
18	DUCTILE IRON FITTINGS	POUND	524	\$17.50	\$9,170.00	710	\$ 12,425.00	0	\$ -	710	\$ 12,425.00	
19	CONNECT TO EXISTING WATERMAIN	EACH	1	\$3,500.00	\$3,500.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00	
20	STABILIZED CONSTRUCTION EXIT	EACH	1	\$1.00	\$1.00	1	\$ 1.00	0	\$ -	1	\$ 1.00	
21	SEDIMENT CONTROL LOG TYPE STRAW (OR BIOROLL) - MAINTAINED	LIN FT	300	\$10.00	\$3,000.00	300	\$ 3,000.00	0	\$ -	300	\$ 3,000.00	
22	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	5	\$1.00	\$5.00	15	\$ 15.00	0	\$ -	15	\$ 15.00	
23	CULVERT PROTECTION - MAINTAINED	EACH	1	\$200.00	\$200.00	1	\$ 200.00	0	\$ -	1	\$ 200.00	
24	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	660	\$4.00	\$2,640.00	1790	\$ 7,160.00	0	\$ -	1790	\$ 7,160.00	
25	MNDOT SEED MIXTURE 25-131 (@160 LB/ACRE)	POUND	14	\$25.00	\$350.00	50	\$ 1,250.00	0	\$ -	50	\$ 1,250.00	
26	MNDOT SEED MIXTURE 25-141 (@65 LB/ACRE)	POUND	5	\$25.00	\$125.00	15	\$ 375.00	0	\$ -	15	\$ 375.00	
27	FERTILIZER TYPE 2 (@200 LB/ACRE)	POUND	30	\$10.00	\$300.00	80	\$ 800.00	0	\$ -	80	\$ 800.00	
TOTAL SCHEDULE A BID				\$349,872.50		\$360,736.00		\$0.00		\$360,736.00		

CHANGE ORDER 1		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #1 December 2024	
CO-1	COMMON EXCAVATION OFFSITE	CU YD	406	\$45.00	\$18,270.00	1	\$ 18,270.00	0	\$ -	1	\$ 18,270.00
TOTAL CHANGE ORDER 1				\$18,270.00		\$18,270.00		\$0.00		\$18,270.00	

GENERAL CONTRACTOR	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAYMENT REQUEST 1	
New Look Contracting, Inc.	Subtotal:	\$ 379,006.00	Subtotal:	\$ -	Subtotal:	\$379,006.00
14045 Northdale Blvd.	5% Retainage:	\$ 18,950.30	5% Retainage:	\$ -	5% Retainage:	\$ 18,950.30
Rogers, MN 55374	Total:	\$ 360,055.70	Total:	\$ -	Total:	\$ 360,055.70

ITEM:

Resolution 01-2025; Official Depositories, Newspaper and Bank Signatories

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Resolution 01-2025; Official Depositories, Newspaper and Bank Signatories

BACKGROUND:

At the first meeting of each year the City Council sets official depositories and official bank signatures. All the items are filled in from the previous year. Please select any changes that are wanted.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

This action is not related to a specific goal but part of typical Council action

RECOMMENDATION:

Approval of Resolution 01-2025

ATTACHMENT(S):

Resolution 01-2025

**CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
RESOLUTION NO. 01-2025**

**RESOLUTION SETTING OFFICIAL DEPOSITORIES, NEWSPAPER AND BANK
SIGNATORIES FOR 2025**

WHEREAS, the City Council of the City of Dayton ordains the following official designations and appointments for the year 2025

OFFICIAL DEPOSITORY: 21st Century Bank

OFFICIAL DEPOSITORY: Moreton Capital Markets; UBS

OFFICIAL DEPOSITORY: US Bank

OFFICIAL NEWSPAPER: Champlin-Dayton Press

Statutory cities designate official newspaper. If the city chooses to use their website as an alternative place to advertise transportation projects, it must be designated at the same meeting.

ALTERNATE OFFICIAL NEWSPAPER: Minneapolis Star Tribune

OFFICIAL BANK SIGNATURES: Mayor Fisher
 Councilmember David Fashant
 ACA/City Clerk Amy Benting

Passed this 14th day of January, 2025 by the City Council of the City of Dayton

Motion was made by Councilmember _____ seconded by Councilmember _____, to approve Resolution 01-2025.

Mayor Dennis Fisher

ATTEST:

ACA/City Clerk- Amy Benting

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 – Change Order No. 3

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 3 for the Wellhouse #5 project

BACKGROUND:

An extension of the completion date was requested to accommodate paving on the site next spring, as opposed to being completed in 2024. Upon review, it is engineering's opinion there is less risk with waiting until spring, as weather and site conditions were not favorable at the time paving was scheduled this fall.

Completion Date	Current	Proposed
Substantial	May 1, 2025	June 18, 2025
Final	July 1, 2025	August 1, 2025

It should be noted that this time extension does not delay the anticipated date at which Well #5 will be connected to the city system and operational; that date is dependent on completion of the wellhead treatment project, which is not expected until after August 2025.

See attached engineer's memo for additional background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Change Order No. 3

To:	Martin Farrell, Public Works Director	From:	Ash Hammerbeck, PE Jason Quisberg, PE
File:	227704873	Date:	December 13, 2024

Reference: Change Order No. 3 – Dayton Wellhouse No. 5

Council Action Requested

Staff recommends that City Council approve Change Order No. 3 for the Dayton Wellhouse No. 5 Project, which extends the Substantial and Final Completion dates to reflect updated project requirements due to unsuitable soil conditions.

Summary

Attached is Change Order No. 3 for the Dayton Wellhouse No. 5 Project, which updates the project schedule based on the Contractor's request for an extension. The request follows discussions regarding the need to defer asphalt paving to 2025 due to unsuitable soil conditions encountered during site preparation.

The updated schedule, as proposed by the Contractor, includes a revised Substantial Completion date of June 18, 2025, and a Final Completion date of July 1, 2025. After reviewing this proposal, we are recommending a revised Final Completion date of August 1, 2025. These extensions provide adequate time for the completion of asphalt paving, site restoration, and turf establishment, ensuring work can be performed under suitable conditions in 2025. The liquidated damages clause will also be suspended during this extended period, as the delay is due to unforeseen conditions and has been agreed upon by all parties. The proposed schedule is attached for review.

Engineer's Recommendation

It is recommended that the City Council review and approve the attached Change Order No. 3.

SECTION 00 63 63
CHANGE ORDER FORM

Change Order No. 3

Date December 13, 2024

Agreement Date May 14, 2024

Name of Project: City of Dayton Wellhouse #5

Owner: City of Dayton

Contractor: Ebert Companies

The following changes are hereby made to the Contract Documents: This change order adjusts the contract time to update substantial and final completion date for the project.

Justification: This change order reflects updated project requirements due to unsuitable soil conditions.

Original Contract Price: \$ 1,127,735.28

Current Contract Price adjusted to previous Change Orders: \$ 1,083,588.63

The Contract Price due to this Change Order will be ~~(increased)~~ ~~(decreased)~~ by \$ 0

The new Contract Price including this Change Order will be \$ 1,083,588.63

Original Contract-Required Substantial Completion Date: May 1, 2025

Original Contract-Required Final Completion Date: July 1, 2025

Current Substantial Completion Date adjusted to previous Change Orders: May 1, 2025

Current Final Completion Date adjusted to previous Change Orders: July 1, 2025

The Substantial Completion Date will be (increased) ~~(decreased)~~ by 48 calendar days.


The Final Completion Date will be (increased) ~~(decreased)~~ by 31 calendar days.

The revised Substantial Completion Date will be: June 18, 2025

The revised Final Completion Date will be: August 1, 2025

Approvals Required:

To be effective, this Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Requested by:  _____
Ash Hammerbeck, P.E.

Ordered by: _____
City of Dayton

Accepted by: _____
Ebert Companies

END OF SECTION

Dayton Wellhouse 11.15.24 (TH & BK)



	Task Name	Assigned To	Duration	Start	Finish
1					
2	+ Removals / Excavation / Utilities		26d	08/12/24	09/16/24
12	- Building Shell / Rough-In		139d	09/05/24	03/18/25
27	Install Drywall at Skylight	Absolute	1d	11/15/24	11/15/24
31	Connexus Pad Inspection	Taylor Electric	1d	11/21/24	11/21/24
32	Cutting Conduits/ placing of connectors	Taylor Electric	1d	11/21/24	11/21/24
33	Well Pump Install	Key Wells	2d	12/04/24	12/05/24
34	Interior Process Piping	T. Scherber	2d	12/06/24	12/09/24
37	HVAC Rough (Piping Between units)	Heating & Cooling	2d	12/12/24	12/13/24
38	HVAC Finish	Heating & Cooling	5d	12/16/24	12/20/24
39	Christmas TBD on Work Force		4d	12/23/24	12/26/24
40	HVAC Controls	TBD	2d	12/30/24	12/31/24
41	Receive Exterior Louvers	Airolite	1d	12/30/24	12/30/24
42	Electrical Rough-In	Taylor Electric	4d	01/15/25	01/20/25
43	Electrical Switch Gear Delivery	Taylor Electric	1d	11/17/24	11/17/24
44	Electrical Switch Gear/Finish	Taylor Electric	7d	01/17/25	01/27/25
45	All Doors/Frames and Hardware	Ebert Companies	2d	01/20/25	01/21/25
46	Access Panel @ Skylight build/install	Ebert Companies	1d	01/20/25	01/20/25
47	Install Exterior Louvers	Ebert Companies	1d	01/20/25	01/20/25
50	Electrical Finishes	Taylor Electric	5d	01/21/25	01/27/25
51	Mud, Tape, Sand		3d	01/22/25	01/24/25
52	Interior Painting	Wasche	4d	01/27/25	01/30/25
53	Install Signage	Franz Repro	1d	01/28/25	01/28/25
54	Install Skylight	WL Hall	1d	02/03/25	02/03/25
55	Final Clean		1d	03/18/25	03/18/25
56	- Site Finishes		290d	09/16/24	10/25/25
61	Set Exterior Generator Est. March	Taylor Electric	4d	03/12/25	03/17/25
62	Set Exterior Transformer (Waiting on Connexus	Taylor Electric	5d	12/18/24	12/24/24
65	Landscaping (dependent on asphalt)	Advanced irrigation	6d	03/18/25	03/25/25
66	Electrical Switch Gear (10-12 MO)	Taylor Electric	1d	01/17/25	01/17/25
67	Install skylight (20 weeks)	WL Hall	1d	02/01/25	02/01/25
68	Paving if soil conditions are suitable	Rum River	2d	06/02/25	06/03/25
69	Substantial Completion		1d	06/18/25	06/18/25
70	Contract Substantial Completion		1d	05/01/25	05/01/25
71	Final Completion		1d	07/01/25	07/01/25

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

**RESOLUTION 03-2025
RESOLUTION ACCEPTING GIFT CARD DONATIONS FROM CARE
RESOURCES.**

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

WHEREAS, Resident Victoria Rice, donor, has donated \$300 worth of food to feed officers during the holidays; and

WHEREAS, All such donations have been contributed to assist the city in the establishment and operation of police and fire facilities and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to help with the Police Department.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 14, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

PRESENTER:

Jason Quisberg

ITEM:

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

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

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

BACKGROUND:

Work in the 1st and 2nd Addition of the Brayburn East Development continues to be completed. To date they have been working on utility and street installation.

The current LOC balance for 1st Addition is \$1,031,774.51 and 2nd Addition is \$868,155.98. We recommend reducing 1st Addition in the amount of \$149,580.00 and 2nd Addition in the amount of \$483,165.04. For a remaining balance for 1st Addition of \$822,194.51 and 2nd Addition of \$384,990.94.

CRITICAL ISSUES:

There are no outstanding critical issues.

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends reducing the LOC for the 1st Addition of the Brayburn East Development by the amount of \$149,580.00 for a remaining balance of \$882,194.51 and 2nd Addition by the amount of \$483,165.01 for a remaining balance of \$384,990.94.

ATTACHMENT(S):

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

COMPLETED ITEMS BY PAY PERIOD

BRAYBURN TRAILS EAST - PHASE 1
TWIN CITIES LAND DEVELOPMENT

SR WEIDEMA JOB # 3200

PAY PERIOD END DATE:



Thru: 12/10/2024

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

360	12" RC PIPE SEWER CLASS V	1,177.40	LF	63.00	74,176.20	-	\$0.00	1,039.00	\$65,457.00
370	15" RC PIPE SEWER CLASS V	795.00	LF	69.00	54,855.00	48.00	\$3,312.00	795.00	\$54,855.00
380	18" RC PIPE SEWER CLASS V	652.20	LF	73.00	47,610.60	350.10	\$25,557.30	514.10	\$37,529.30
390	21" RC PIPE SEWER CLASS III	835.30	LF	88.00	73,506.40	-	\$0.00	657.00	\$57,816.00
400	24" RC PIPE SEWER CLASS III	157.70	LF	91.00	14,350.70	87.70	\$7,980.70	157.70	\$14,350.70
410	27" RC PIPE SEWER CLASS III	45.60	LF	114.00	5,198.40	-	\$0.00	45.60	\$5,198.40
420	30" RC PIPE SEWER CLASS III	160.10	LF	164.00	26,256.40	-	\$0.00	160.10	\$26,256.40
430	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' BOX	7.00	EA	2,737.00	19,159.00	2.00	\$5,474.00	8.00	\$21,896.00
440	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27" DIA (0-8')	2.00	EA	2,623.00	5,246.00	-	\$0.00	2.00	\$5,246.00
450	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (0-8')	26.00	EA	4,624.00	120,224.00	1.00	\$4,624.00	23.00	\$106,352.00
460	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60" DIA (0-8')	1.00	EA	6,628.00	6,628.00	-	\$0.00	1.00	\$6,628.00
470	CONSTRUCT OUTLET CONTROL STRUCTURE 60" DIA (0-8')	7.00	EA	13,855.00	96,985.00	4.00	\$55,420.00	5.00	\$69,275.00
480	CONSTRUCT DRAINAGE STRUCTURE 48" DIA (<8')	24.10	LF	240.00	5,784.00	-	\$0.00	19.52	\$4,684.80
490	CONSTRUCT DRAINAGE STRUCTURE 60" DIA (<8')	10.57	LF	392.00	4,143.44	-	\$0.00	10.57	\$4,143.44
500	12" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,425.00	2,850.00	-	\$0.00	1.00	\$1,425.00
510	15" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,585.00	3,170.00	1.00	\$1,585.00	2.00	\$3,170.00
520	18" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	1,716.00	1,716.00	1.00	\$1,716.00	1.00	\$1,716.00
530	21" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,191.00	4,382.00	-	\$0.00	1.00	\$2,191.00
540	24" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,574.00	5,148.00	1.00	\$2,574.00	2.00	\$5,148.00
550	27" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	2,973.00	2,973.00	-	\$0.00	1.00	\$2,973.00
560	30" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	3,317.00	3,317.00	-	\$0.00	1.00	\$3,317.00
570	4" PVC PERF. DRAINTILE (STREET)	4,282.00	LF	18.00	77,076.00	-	\$0.00	4,282.00	\$77,076.00
580	4" PVC DRAINTILE CLEANOUT (STREET)	15.00	EA	193.00	2,895.00	-	\$0.00	15.00	\$2,895.00
590	INLET PROTECTION	36.00	EA	378.00	13,608.00	-	\$0.00	28.00	\$10,584.00
600	CLASS III RIP RAP	162.00	CY	171.00	27,702.00	62.00	\$10,602.00	142.00	\$24,282.00
610	6" X 4" PVC WYE (SUMP SERVICE)	20.00	EA	99.00	1,980.00	-	\$0.00	20.00	\$1,980.00
620	4" X 4" PVC WYE (SUMP SERVICE)	22.00	EA	74.00	1,628.00	-	\$0.00	22.00	\$1,628.00
630	4" PVC NON-PERFORATED DRAINTILE (SUMP SERVICE) 5' EA	110.00	LF	11.50	1,265.00	-	\$0.00	110.00	\$1,265.00
640	4" PVC NON-PERFORATED DRAINTILE (CLEANOUT RISER) 4' EA	88.00	LF	9.00	792.00	-	\$0.00	88.00	\$792.00
650	4" CLEANOUT RISER CAP	22.00	EA	126.00	2,772.00	-	\$0.00	22.00	\$2,772.00
660	6" PVC NON-PERFORATED DRAINTILE (SUMP MAINLINE)	1,046.00	LF	14.00	14,644.00	-	\$0.00	1,046.00	\$14,644.00
670	6" PVC CLEANOUT (SUMP MAINLINE)	11.00	EA	318.00	3,498.00	-	\$0.00	11.00	\$3,498.00
680	6" PVC PERFORATED DRAINTILE (BMP 2)	1,052.00	LF	24.00	25,248.00	-	\$0.00	0.00	\$0.00
690	6" PVC DRAINTILE CLEANOUT (BMP 2)	7.00	EA	310.00	2,170.00	-	\$0.00	0.00	\$0.00
700	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 2)	28.00	CY	81.00	2,268.00	-	\$0.00	0.00	\$0.00
710	MEDIA MIX C DRAINTILE TRENCH (BMP 2)	18,379.00	SF	1.70	31,244.30	-	\$0.00	0.00	\$0.00
720	6" PVC PERFORATED DRAINTILE (BMP 7)	739.00	LF	24.00	17,736.00	-	\$0.00	0.00	\$0.00
730	6" PVC PERFORATED CLEANOUT (BMP 7)	3.00	EA	436.00	1,308.00	-	\$0.00	0.00	\$0.00
740	6" PVC NON-PERFORATED DRAINTILE (BMP 7)	54.00	LF	14.00	756.00	-	\$0.00	0.00	\$0.00
750	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 7)	20.00	CY	81.00	1,620.00	-	\$0.00	0.00	\$0.00
760	MEDIA MIX C DRAINTILE TRENCH (BMP 7)	18,751.00	SF	1.70	31,876.70	-	\$0.00	0.00	\$0.00
770	REMOVE EXISTING 24" FES (NW CORNER)	1.00	EA	334.00	334.00	-	\$0.00	0.00	\$0.00
780	REMOVE EXISTING 24" PIPE (NW CORNER)	13.00	LF	19.00	247.00	-	\$0.00	0.00	\$0.00
790	CORE DRILL EXISTING NE STORM STRUCTURE	1.00	LS	1,200.00	1,200.00	-	\$0.00	0.00	\$0.00
800	MAINTENANCE ACCESS 6" TOPSOIL ON 6" CL-5	5,670.00	SF	6.25	35,437.50	-	\$0.00	0.00	\$0.00
805	TURF REINFORCEMENT MAT - CITY DETAIL STO-10	2,647.00	SF	16.50	43,675.50	-	\$0.00	0.00	\$0.00
SUBTOTAL STORM SEWER:					945,449.14		\$118,845.00		\$641,044.04
STREETS:									
810	MOBILIZATION	1.00	LS	5,150.00	5,150.00	-	\$0.00	1.00	\$5,150.00
820	SUBGRADE PREPARATION	9,332.10	SY	1.65	15,397.97	-	\$0.00	9,332.10	\$15,397.97
830	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	9,332.10	SY	1.30	12,131.73	-	\$0.00	9,332.10	\$12,131.73
840	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	3,110.70	CY	23.25	72,323.78	-	\$0.00	6,372.00	\$148,149.00
850	8" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	2,073.80	CY	36.00	74,656.80	-	\$0.00	2,073.80	\$74,656.80
860	2" TYPE SPNWB330B BASE COURSE MIXTURE	911.80	TN	76.85	70,071.83	-	\$0.00	917.25	\$70,490.66

870	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	683.80	TN	95.75	65,473.85	-	\$0.00	0.00	\$0.00
880	TACK COAT SP2357	379.90	GAL	3.50	1,329.65	-	\$0.00	50.00	\$175.00
890	CONCRETE CURB & GUTTER DESIGN B618	1,143.00	LF	23.00	26,289.00	-	\$0.00	1,298.00	\$29,854.00
900	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	3,336.00	LF	18.40	61,382.40	-	\$0.00	3,228.00	\$59,395.20
910	ADJUST MH CASTINGS	13.00	EA	485.00	6,305.00	-	\$0.00	13.00	\$6,305.00
920	ADJUST GATE VALVE CASTINGS	7.00	EA	352.00	2,464.00	-	\$0.00	7.00	\$2,464.00
930	5' WIDE 6" SIDEWALK W/6" CL-5	11,472.00	SF	7.95	91,202.40	-	\$0.00	46.00	\$365.70
940	PED RAMP 5' SIDEWALK	8.00	EA	1,325.00	10,600.00	-	\$0.00	0.00	\$0.00
950	8' WIDE TRAIL - 3" SPWEA240B BIT - 6" CL-5	9,010.00	SF	3.95	35,589.50	-	\$0.00	0.00	\$0.00
960	PED RAMP 8' BIT TRAIL	2.00	EA	1,640.00	3,280.00	-	\$0.00	0.00	\$0.00
970	STREET LIGHTING - TCLD COORDINATING		EA		0.00	-	\$0.00	0.00	\$0.00
980	STOP SIGN	5.00	EA	500.00	2,500.00	-	\$0.00	0.00	\$0.00
990	STREET SIGN	4.00	EA	450.00	1,800.00	-	\$0.00	0.00	\$0.00
1000	PEDESTRIAN CROSSING SIGN W11-2 24"X24"	2.00	EA	550.00	1,100.00	-	\$0.00	0.00	\$0.00
1010	TYPE III BARRICADES (STREET)	6.00	EA	500.00	3,000.00	-	\$0.00	0.00	\$0.00
1020	TYPE III BARRICADES (SIDEWALK & TRAIL)	2.00	EA	450.00	900.00	-	\$0.00	0.00	\$0.00
1030	TEMPORARY CUL-DE-SAC (NORTH)	1.00	LS	9,838.00	9,838.00	-	\$0.00	0.00	\$0.00
1040	TEMPORARY CUL-DE-SAC (SOUTH)	1.00	LS	12,038.00	12,038.00	-	\$0.00	1.00	\$12,038.00
1050	STREET CLEANING FOR WEAR COURSE INSTALLATION	1.00	LS	990.00	990.00	-	\$0.00	0.00	\$0.00
1060	REMOVE EXISTING TEMPORARY CUL-DE-SAC	1.00	LS	918.00	918.00	-	\$0.00	0.00	\$0.00
1062	CROSSWALK PAVEMENT MARKING	3.00	EA	900.00	2,700.00	-	\$0.00	0.00	\$0.00
1064	SPEED LIMIT 30MPH SIGN	1.00	EA	450.00	450.00	-	\$0.00	0.00	\$0.00
1066	TEMPORARY "NO PARKING SIGN" (TEMP CDS)	2.00	EA	350.00	700.00	-	\$0.00	0.00	\$0.00
SUBTOTAL STREETS:					590,581.90		\$0.00		\$436,573.06
117TH AVE IMPROVEMENTS:									
1070	SAWCUT & REMOVE 1' BITUMINOUS SHOULDER	1,917.00	LF	5.35	10,255.95	-	\$0.00	0.00	\$0.00
1080	REMOVE EXISTING GRAVEL EDGE	1,917.00	LF	0.80	1,533.60	-	\$0.00	0.00	\$0.00
1090	REMOVE & SALVAGE EXISTING DRAINTILE	250.00	LF	6.15	1,537.50	-	\$0.00	0.00	\$0.00
1100	FILL BOULEVARD (COMMON EX.)	3,585.00	CY	10.00	35,850.00	-	\$0.00	0.00	\$0.00
1110	SUBGRADE PREPARATION	1,171.00	SY	1.65	1,932.15	-	\$0.00	0.00	\$0.00
1120	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	1,171.00	SY	1.30	1,522.30	-	\$0.00	0.00	\$0.00
1130	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	390.00	CY	26.50	10,335.00	-	\$0.00	0.00	\$0.00
1140	12" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	390.00	CY	40.50	15,795.00	-	\$0.00	0.00	\$0.00
1150	2.5" TYPE SPNWB330B BASE COURSE MIXTURE	78.00	TN	135.00	10,530.00	-	\$0.00	0.00	\$0.00
1160	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	47.00	TN	150.00	7,050.00	-	\$0.00	0.00	\$0.00
1170	TACK COAT SP2357	26.00	GAL	3.50	91.00	-	\$0.00	0.00	\$0.00
1180	CONCRETE CURB & GUTTER DESIGN B618	1,824.00	LF	19.20	35,020.80	-	\$0.00	0.00	\$0.00
1190	10' WIDE TRAIL - 3" SPWEA240B BIT- 6" CL-5	18,532.00	SF	3.40	63,008.80	-	\$0.00	0.00	\$0.00
1200	PED RAMP 10' BIT TRAIL	2.00	EA	3,300.00	6,600.00	-	\$0.00	0.00	\$0.00
1210	4" SOLID WHITE PAVEMENT MARKING	1,840.00	LF	2.35	4,324.00	-	\$0.00	0.00	\$0.00
1220	4" PVC PERF. DRAINTILE (STREET)	721.00	LF	19.00	13,699.00	-	\$0.00	0.00	\$0.00
1230	4" PVC DRAINTILE CLEANOUT (STREET)	4.00	EA	232.00	928.00	-	\$0.00	0.00	\$0.00
SUBTOTAL 117TH AVE IMPROVEMENTS:					220,013.10		\$0.00		\$0.00
TOTAL - BASE CONTRACT					\$2,417,162.29		\$124,650.00		\$1,744,500.20

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

6	TEMP SIGN MOBILIZATION	1.00	LS	360.00	360.00	-	\$0.00	1.00	\$360.00
7	TEMP STREET NAME SIGN	3.00	EA	300.00	900.00	-	\$0.00	3.00	\$900.00
8	TEMP STOP SIGN	3.00	EA	120.00	360.00	1.00	\$120.00	4.00	\$480.00
9	CONDUIT CROSSINGS	17.00	EA	425.00	7,225.00	-	\$0.00	17.00	\$7,225.00
10	INSTALL SILT FENCE	150.00	LF	3.50	525.00	150.00	\$525.00	150.00	\$525.00
11	INVOICE 3200-02 (REGRADE AFTER SMALL UTILITIES)	1.00	LS	5,399.50	5,399.50	1.00	\$5,399.50	1.00	\$5,399.50
12					0.00	-	\$0.00	0.00	\$0.00

TOTAL - EXTRA WORK

\$47,454.00

\$6,044.50

\$47,574.00

TOTAL BASE BID + EXTRA WORK

\$2,464,616.29

\$130,694.50

\$1,792,074.20

Retainage \$ 89,603.71

Previous Earned: \$ 1,661,379.70
Earned this Period: \$ 130,694.50

Previous Paid: \$ 1,578,310.71
Amount Due: \$ 124,159.78

Remaining Work: \$672,662.09

120% of Remaining Work: \$807,194.51
Punch List: \$50,000.00
Record Plans: \$25,000.00
Total: \$822,194.51

COMPLETED ITEMS BY PAY PERIOD

BRAYBURN TRAILS EAST PH. 2
TWIN CITIES LAND DEVELOPMENT

SR WEIDEMA JOB# 3208

PAY PERIOD END DATE:

Thru: 12/12/2024



ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	TOTAL BID	PARTIAL PAY ESTIMATE 3		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID									
SANITARY SEWER:									
10	MOBILIZATION	1.00	LS	2,500.00	\$2,500.00	-	\$0.00	1.00	\$2,500.00
20	TELEWISE SEWER	2,481.90	LF	2.50	\$6,204.75	2,481.90	\$6,204.75	2,481.90	\$6,204.75
30	CONNECT TO EXISTING SANITARY SEWER	2.00	EA	3,000.00	\$6,000.00	-	\$0.00	2.00	\$6,000.00
40	8" PVC SANITARY SEWER SDR 35	2,087.10	LF	57.00	\$118,964.70	-	\$0.00	2,087.10	\$118,964.70
50	8" PVC SANITARY SEWER SDR 26	394.80	LF	105.00	\$41,454.00	-	\$0.00	394.80	\$41,454.00
60	CONSTRUCT SANITARY MH - 48" DIA (0-8')	13.00	EA	4,810.00	\$62,530.00	-	\$0.00	13.00	\$62,530.00
70	CONSTRUCT SANITARY MH - 48" DIA (>8')	59.20	LF	242.00	\$14,326.40	-	\$0.00	59.20	\$14,325.19
80	8" X 4" PVC WYE SCH 40 W/BEND + CAP	65.00	EA	294.00	\$19,110.00	-	\$0.00	65.00	\$19,110.00
90	4" PVC SANITARY SERVICE SCHEDULE 40 - RISER (ACTUAL LENGTH)	134.50	LF	16.00	\$2,152.00	-	\$0.00	134.50	\$2,152.00
100	4" PVC SANITARY SERVICE SCHEDULE 40	2,684.30	LF	24.00	\$64,423.20	363.00	\$8,712.00	2,985.00	\$71,640.00
SUBTOTAL SANITARY SEWER:					\$337,665.05		\$14,916.75		\$344,880.64
WATERMAIN:									
110	CONNECT TO EXISTING WATER MAIN	1.00	EA	1,500.00	1,500.00	-	\$0.00	1.00	\$1,500.00
120	WATER TEST	1.00	EA	1,500.00	1,500.00	-	\$0.00	0.00	\$0.00
130	6" WATER MAIN DIP CL-52 (HYDRANT LEADS)	54.90	LF	40.00	2,196.00	-	\$0.00	64.90	\$2,596.00
140	8" WATER MAIN C900 PVC	2,523.00	LF	45.00	113,535.00	-	\$0.00	2,523.00	\$113,535.00
150	HYDRANT W/ 6" GATE VALVE & BOX	4.00	EA	7,363.00	29,452.00	-	\$0.00	4.00	\$29,452.00
160	8" X 6" TEE	3.00	EA	1,040.00	3,120.00	-	\$0.00	3.00	\$3,120.00
170	8" X 8" TEE	1.00	EA	1,130.00	1,130.00	-	\$0.00	1.00	\$1,130.00
180	8" X 6" REDUCER	1.00	EA	736.00	736.00	-	\$0.00	3.00	\$2,208.00
190	8" - 11.25 DEGREE BEND	2.00	EA	680.00	1,360.00	-	\$0.00	2.00	\$1,360.00
200	8" - 22.5 DEGREE BEND	6.00	EA	699.00	4,194.00	-	\$0.00	6.00	\$4,194.00
210	8" - 45 DEGREE BEND	5.00	EA	605.00	3,025.00	-	\$0.00	5.00	\$3,025.00
220	8" GATE VALVE & BOX	2.00	EA	2,802.00	5,604.00	-	\$0.00	2.00	\$5,604.00
230	1" CORP, SADDLE, CURB STOP AND BOX	65.00	EA	565.00	36,725.00	10.00	\$5,650.00	65.00	\$36,725.00
240	1" POLYETHYLENE BLUE ULTRA HDPE SERVICE	2,610.00	LF	16.00	41,760.00	402.00	\$6,432.00	2,657.00	\$42,512.00
250	WATERMAIN LOWERING - 8"	1.00	EA	3,456.00	3,456.00	-	\$0.00	1.00	\$3,456.00
260	INSULATION	1.00	EA	2,311.00	2,311.00	-	\$0.00	1.00	\$2,311.00
265	TEMPORARY HYDRANT (TO BE SALVAGED FOR 3RD ADDITION)	2.00	EA	7,363.00	14,726.00	-	\$0.00	2.00	\$14,726.00
SUBTOTAL WATERMAIN:					266,330.00		\$12,082.00		\$267,454.00
STORM SEWER:									
270	TELEWISE SEWER	1,545.00	LF	3.00	4,635.00	-	\$0.00	0.00	\$0.00
280	TELEWISE STREET DRAINTILE	3,854.00	LF	2.50	9,635.00	-	\$0.00	0.00	\$0.00
290	TELEWISE SUMP DRAINTILE	805.00	LF	2.50	2,012.50	-	\$0.00	0.00	\$0.00
300	12" RC PIPE SEWER CLASS V	1,017.00	LF	63.00	64,071.00	327.00	\$20,601.00	1,017.00	\$64,071.00
310	15" RC PIPE SEWER CLASS V	158.50	LF	69.00	10,936.50	158.50	\$10,936.50	158.50	\$10,936.50
320	18" RC PIPE SEWER CLASS V	322.40	LF	73.00	23,535.20	47.40	\$3,460.20	322.40	\$23,535.20
330	21" RC PIPE SEWER CLASS III	46.90	LF	88.00	4,127.20	-	\$0.00	46.90	\$4,127.20
340	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' BOX	7.00	EA	2,737.00	19,159.00	3.00	\$8,211.00	7.00	\$19,159.00
350	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27" DIA (0-8')	1.00	EA	2,623.00	2,623.00	1.00	\$2,623.00	1.00	\$2,623.00
360	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (0-8')	15.00	EA	4,624.00	69,360.00	6.00	\$27,744.00	15.00	\$69,360.00
370	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (<8')	5.71	LF	240.00	1,370.40	3.12	\$748.80	5.71	\$1,370.40
380	12" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	2.00	EA	1,425.00	2,850.00	1.00	\$1,425.00	2.00	\$2,850.00
390	15" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	1,585.00	1,585.00	1.00	\$1,585.00	1.00	\$1,585.00
400	18" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	1,716.00	1,716.00	1.00	\$1,716.00	1.00	\$1,716.00

410	21" RC PIPE SEWER CLASS III APRON W/ TRASH GUARD	1.00	EA	2,121.00	2,121.00	-	\$0.00	1.00	\$2,121.00
420	4" PVC PERF. DRAINTILE (STREET)	3,854.00	LF	18.00	69,372.00	442.00	\$7,956.00	3,854.00	\$69,372.00
430	4" PVC DRAINTILE CLEANOUT (STREET)	16.00	EA	193.00	3,088.00	2.00	\$386.00	8.00	\$1,544.00
440	INLET PROTECTION	18.00	EA	378.00	6,804.00	13.00	\$4,914.00	13.00	\$4,914.00
450	CLASS III RIP RAP	47.00	CY	171.00	8,037.00	47.00	\$8,037.00	47.00	\$8,037.00
460	6" X 4" PVC WYE (SUMP SERVICE)	11.00	EA	99.00	1,089.00	4.00	\$396.00	4.00	\$396.00
470	4" X 4" PVC WYE (SUMP SERVICE)	14.00	EA	74.00	1,036.00	5.00	\$370.00	5.00	\$370.00
480	4" PVC NON-PERFORATED DRAINTILE (SUMP SERVICE) 5' EA	123.00	LF	11.50	1,414.50	100.00	\$1,150.00	100.00	\$1,150.00
490	4" PVC NON-PERFORATED DRAINTILE (CLEANOUT RISER) 4' EA	56.00	LF	9.00	504.00	32.00	\$288.00	32.00	\$288.00
500	4" CLEANOUT RISER CAP	14.00	AF	126.00	1,764.00	-	\$0.00	0.00	\$0.00
510	6" PVC NON-PERFORATED DRAINTILE (SUMP MAINLINE)	805.00	LF	14.00	11,270.00	235.00	\$3,290.00	235.00	\$3,290.00
520	6" PVC CLEANOUT (SUMP MAINLINE)	5.00	EA	318.00	1,590.00	1.00	\$318.00	1.00	\$318.00
530	6" PVC PERFORATED DRAINTILE (BMP 2)		LF	24.00	0.00	-	\$0.00	0.00	\$0.00
540	6" CONCRETE APRON WITH RODENT GUARD (SUMP MAINLINE OUTLET)	1.00	EA	450.00	450.00	-	\$0.00	0.00	\$0.00
545	6" PVC NON-PERFORATED DRAINTILE (CONNECT TO EXISTING FARM SOUTH)	207.00	LF	14.00	2,898.00	-	\$0.00	0.00	\$0.00
SUBTOTAL STORM SEWER:					329,053.30		\$106,155.50		\$293,133.30
STREETS:									
550	MOBILIZATION	1.00	LS	3,000.00	3,000.00	-	\$0.00	1.00	\$3,000.00
560	SUBGRADE PREPARATION	9,954.10	SY	1.65	16,424.27	1,909.10	\$3,150.02	9,954.10	\$16,424.27
570	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEOTEXTILE FABRIC TYPE V)	9,954.10	SY	1.30	12,940.33	1,909.10	\$2,481.83	9,954.10	\$12,940.33
580	12" SELECT GRANULAR BORROW (CV) (to 1' BOC)	3,318.00	CY	23.25	77,143.50	708.00	\$16,461.00	3,318.00	\$77,143.50
590	8" AGGREGATE BASE (CV) CL-5 100% CRUSHED (to 1' BOC)	2,212.00	CY	36.00	79,632.00	125.00	\$4,500.00	1,865.00	\$67,140.00
600	2" TYPE SPNWB330B BASE COURSE MIXTURE	965.90	TN	76.85	74,229.42	767.13	\$58,953.94	767.13	\$58,953.94
610	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	724.40	TN	95.75	69,361.30	-	\$0.00	0.00	\$0.00
620	TACK COAT SP2387	402.50	GAL	3.50	1,408.75	-	\$0.00	0.00	\$0.00
630	CONCRETE CURB & GUTTER DESIGN B618	197.00	LF	23.00	4,531.00	330.00	\$7,590.00	330.00	\$7,590.00
640	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	4,624.00	LF	18.40	85,081.60	3,225.00	\$59,340.00	3,225.00	\$59,340.00
650	ADJUST MH CASTINGS	13.00	EA	485.00	6,305.00	11.00	\$5,335.00	11.00	\$5,335.00
660	ADJUST GATE VALVE CASTINGS	2.00	EA	352.00	704.00	2.00	\$704.00	2.00	\$704.00
670	5' WIDE 6" SIDEWALK W/ 6" CL-5	11,371.00	SF	7.95	90,399.45	-	\$0.00	0.00	\$0.00
680	PED RAMP 5' SIDEWALK	3.00	EA	1,325.00	3,975.00	-	\$0.00	0.00	\$0.00
690	8' WIDE TRAIL - 3" SPWEA240B BIT - 6" CL-5	11,399.00	SF	3.95	45,026.05	-	\$0.00	0.00	\$0.00
700	PED RAMP 8' BIT TRAIL	3.00	EA	1,640.00	4,920.00	-	\$0.00	0.00	\$0.00
710	STREET LIGHTING (DEVELOPER INFO) (NOT TO BE BID)	3.00	EA			-	\$0.00	0.00	\$0.00
720	STOP SIGN	1.00	EA	500.00	500.00	-	\$0.00	0.00	\$0.00
730	STREET SIGN	1.00	EA	450.00	450.00	-	\$0.00	0.00	\$0.00
740	PEDESTRIAN CROSSING SIGN W11-2 24" X 24"	4.00	EA	550.00	2,200.00	-	\$0.00	0.00	\$0.00
750	TYPE III BARICADE (STREET)	4.00	EA	500.00	2,000.00	4.00	\$2,000.00	4.00	\$2,000.00
760	TYPE III BARICADE (SIDEWALK & TRAIL)	2.00	EA	450.00	900.00	-	\$0.00	0.00	\$0.00
770	TEMPORARY CUL-DE-SAC	2.00	EA	12,038.00	24,076.00	1.00	\$12,038.00	1.00	\$12,038.00
780	STREET CLEANING FOR WEAR COURSE INSTALLATION	1.00	EA	990.00	990.00	-	\$0.00	0.00	\$0.00
790	REMOVE EXISTING TEMPORARY CUL-DE-SAC	1.00	EA	918.00	918.00	-	\$0.00	0.00	\$0.00
800	CROSSWALK PAVEMENT MARKING	1.00	EA	900.00	900.00	-	\$0.00	0.00	\$0.00
810	"NO PARKING SIGN" CDS	1.00	EA	350.00	350.00	-	\$0.00	0.00	\$0.00
820	TEMPORARY "NO PARKING SIGN" (TEMP CDS)	1.00	EA	350.00	350.00	-	\$0.00	0.00	\$0.00
830	12" SELECT GRANULAR BORROW (CV) (ADDITIONAL SUBCUT)	3,318.00	CY	23.25	77,143.50	1,426.00	\$33,154.50	3,301.00	\$76,748.25
840	CONCRETE CURB & GUTTER DESIGN B618 - TIP OUT	122.00	LF	23.00	2,806.00	-	\$0.00	0.00	\$0.00
850	3' CONCRETE HARDSCAPE (6" CONCRETE W/ 6" CL-5)	325.00	SF	11.50	3,737.50	-	\$0.00	0.00	\$0.00
860	"AHEAD" SIGN 24" X 12" W/16-9P	2.00	EA	100.00	200.00	-	\$0.00	0.00	\$0.00
SUBTOTAL STREETS:					692,602.66		\$205,708.29		\$399,357.29
TOTALS - BASE CONTRACT					\$1,625,651.01		\$338,862.54		\$1,304,825.23
EXTRA WORK									
ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	TOTAL BID	PARTIAL PAY ESTIMATE 3		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	CONDUIT CROSSINGS	16.00	EA	425.00	6,800.00	10.00	\$4,250.00	23.00	\$9,775.00
2	WINTER HEAT CHARGE - CURB	3,555.00	LF	1.15	4,088.25	3,555.00	\$4,088.25	3,555.00	\$4,088.25

3	EXPORT EXCESS MATERIAL OFFSITE	3,758.00	LCY	12.35	46,411.30	3,758.00	\$46,411.30	3,758.00	\$46,411.30
4		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
5		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
6		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
7		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
8		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00

\$57,299.55

\$54,749.55

\$60,274.55

TOTAL BASE BID + EXTRA WORK

\$1,682,950.56

\$393,612.09

\$1,365,099.78

Retainage

\$ 68,254.99

Previous Earned:

\$ 971,487.69

Earned this Period:

\$ 393,612.09

Previous Paid:

\$ 922,913.31

Amount Due:

\$ 373,931.48

Remaining Work: \$320,825.78

120% of Remaining Work: \$384,990.94

Punch List: Under 1st Addition

Record Plans: Under 1st Addition

Total: \$384,990.94

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 - Pay Request No. 5

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 5 for the Wellhouse #5 project

BACKGROUND:

See attached engineer's memo for background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Pay Request No. 5

To: Martin Farrell, Public Works Director From: Ash Hammerbeck, PE
Jason Quisberg, PE
Project/File: 227704873 Date: December 31, 2024
Subject: Dayton Wellhouse No.5 - Pay Application #5

Council Action Requested

Staff is recommending Council to approve Pay Application #5 for the Dayton Wellhouse No.5 to Ebert Companies in the amount of \$136,227.00.

Summary

Ebert Companies continued work on the project, including installation of process piping and vertical line shaft pump, and obtaining the necessary utilities and materials. This pay request is for the work performed through 12/31/2024.

The signed payment request form and pay application is attached for review.

Total Contract Value to Date	\$ 1,083,588.63
Work Completed to Date	\$ 664,440.10
5% Retainage	\$ 33,222.06
Amount Paid to Date	\$ 494,991.04
Total Pay App #5	\$ 136,227.00

Engineer's Recommendation

We have reviewed the request and recommend approving Pay Application #5 to Ebert Companies in the amount of \$136,227.00 for the work completed and materials stored to date.

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: City of Dayton 12260 S Diamond Lake Road Dayton, MN 55327	PROJECT: City of Dayton Wellhouse #5 14503 Kingsview Lane N Dayton, MN 55327	APPLICATION NO: 5 PERIOD TO: 12/31/2024 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 66099 / /	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Ebert Companies 23350 County Road 10 Corcoran, MN 55357	VIA ARCHITECT: Stantec Consulting Services 2335 W Highway 36 St. Paul, MN 55113		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,127,735.28
2. NET CHANGE BY CHANGE ORDERS	\$ -44,146.65
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 1,083,588.63
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 664,440.10
5. RETAINAGE:	
a. <u>5.00</u> % of Completed Work (Columns D + E on G703)	\$ 33,222.06
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 33,222.06
6. TOTAL EARNED LESS RETAINAGE	\$ 631,218.04 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 494,991.04 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE	\$ 136,227.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 452,370.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$ -47,131.00
Total approved this month	\$ 2,984.35	\$
TOTAL	\$ 2,984.35	\$ -47,131.00
NET CHANGES by Change Order	\$	-44,146.65

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

CONTRACTOR: Ebert Companies

By: [Signature]

Date: 12/30/24

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 30th

day of Dec, 2024

Notary Public: [Signature]

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT: Stantec Consulting Services

By: [Signature]

Date: 12/31/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702[™] – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects legal counsel, copyright@aia.org.

010711ACD44



Document G703™ – 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 12/30/2024
PERIOD TO: 12/31/2024
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>	BALANCE TO FINISH <i>(C – G)</i>	RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD					
01	Bonds	10,000.00	10,000.00			10,000.00	100.00		500.00
02	Mobilization	20,000.00	20,000.00			20,000.00	100.00		1,000.00
03	General Conditions M	24,500.00	23,275.00	1,225.00		24,500.00	100.00		1,225.01
04	General Conditions L	54,500.00	51,775.00	2,725.00		54,500.00	100.00		2,725.01
05	Closeouts	2,000.28						2,000.28	
06	Final Cleaning	2,000.00						2,000.00	
07	Cast-In-Place Concrete	57,200.00	57,200.00			57,200.00	100.00		2,860.00
08	Precast Plank	14,200.00	14,200.00			14,200.00	100.00		710.00
09	Unit Masonry	84,600.00	84,600.00			84,600.00	100.00		4,230.00
10	Rough Carpentry M	6,800.00	6,800.00			6,800.00	100.00		340.00
11	Rough Carpentry L	17,400.00	17,400.00			17,400.00	100.00		870.00
12	Roof Trusses M	1,800.00	1,800.00			1,800.00	100.00		90.00
13	Bituminous Damproofing	3,750.00	3,750.00			3,750.00	100.00		187.50
14	Insulation	1,900.00	1,900.00			1,900.00	100.00		95.00
15	Sheet Metal Roofing	16,000.00	16,000.00			16,000.00	100.00		800.00
16	Soffits & Flashings	2,000.00	2,000.00			2,000.00	100.00		100.00
17	Joint Sealants	2,800.00						2,800.00	
18	Doors, Hardware, & Frames M	15,850.00	3,170.00			3,170.00	20.00	12,680.00	158.50
19	Doors, Hardware, & Frames L	1,950.00	390.00			390.00	20.00	1,560.00	19.50
20	Translucent Skylight System	6,050.00						6,050.00	
21	Louvers M	1,700.00	1,700.00			1,700.00	100.00		85.00
22	Louvers L	800.00						800.00	
23	Gypsum Wallboard	2,800.00	2,100.00			2,100.00	75.00	700.00	105.00
24	Concrete Floor Sealer	1,400.00	1,400.00			1,400.00	100.00		70.00
25	Painting	6,800.00						6,800.00	
	GRAND TOTAL								

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 12/30/2024
PERIOD TO: 12/31/2024
ARCHITECT'S PROJECT NO.: 66099

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
26	Signage	1,950.00						1,950.00	
27	Plumbing	13,500.00	6,750.00			6,750.00	50.00	6,750.00	337.50
28	Mechanical	34,250.00	6,850.00			6,850.00	20.00	27,400.00	342.50
29	Electrical Permit	260.00	260.00			260.00	100.00		13.00
30	Electrical General Labor	34,744.00	20,846.40			20,846.40	60.00	13,897.60	1,042.32
31	Electrical General Material	25,977.00	20,781.60			20,781.60	80.00	5,195.40	1,039.09
32	Equipment Controls & Integ.	209,375.00	52,343.75			52,343.75	25.00	157,031.25	2,617.19
33	Electrical Generator	170,450.00						170,450.00	
34	Lighting	2,544.00						2,544.00	
35	Earthwork	52,095.00	52,095.00			52,095.00	100.00		2,604.76
36	Flexible Paving	12,200.00						12,200.00	
37	Irrigation Systems	6,450.00						6,450.00	
38	Turfs & Grasses	5,050.00						5,050.00	
39	Deciduous Trees 2.5"	3,738.00						3,738.00	
40	Shrub #5 GAL CONT	1,566.00						1,566.00	
41	Perennial Grass #1 GAL CONT	1,234.00						1,234.00	
42	Rock Mulch	875.00						875.00	
43	Metal Landscape Edger	2,158.00						2,158.00	
44	Utilities	28,269.00	28,269.00			28,269.00	100.00		1,413.45
45	Process Piping	38,250.00	13,387.50	24,862.50		38,250.00	100.00		1,912.51
46	Vertical Line Shaft Pump	124,000.00		111,600.00		111,600.00	90.00	12,400.00	5,580.00
47	Change Order 1	-47,131.00						-47,131.00	
48	Change Order 2	2,984.35		2,984.35		2,984.35	100.00		149.22
	GRAND TOTAL	1,083,588.63	521,043.25	143,396.85		664,440.10	61.32	419,148.53	33,222.06

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

PRESENTER:

Jason Quisberg

ITEM:

Dayton HMGP Generators Project - Pay Request No. 3

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 3 for the Dayton HMGP Generators project

BACKGROUND:

Laketown Electric is the contractor installing generators at City Hall/Fire Station #2 and the Activity Center/Fire Station #1. A request for partial payment was received from the contractor. This payment is primarily for site improvements necessary for installation of the generators.

BUDGET IMPACT:

The work completed is within the previously approved budget for the project.

RECOMMENDATION:

We recommend payment for the work completed since the previous payment in the amount of \$50,000.00.

ATTACHMENT(S):

Engineer's cover letter
Pay Request No. 3 form



Stantec Consulting Services Inc.

733 Marquette Avenue Suite 1000, Minneapolis, Mn 55402

December 30, 2024

File: 227705902

Attention: Mr. Martin Farrell

City of Dayton

12260 South Diamond Lake Road
Dayton, MN 55327

Reference: Dayton HMGP Generators
Stantec Project No. 227705902

Dear Mr. Farrell,

Enclosed is Pay Request No. 3.

for the above mentioned project. This Pay Request represents work completed through December 30, 2024.

We have reviewed the Request for Payment from Traut Companies and recommend payment for \$47,500.00.

Please have the appropriate people sign where indicated and distribute to:

1 copy	City of Dayton
2 copies	Laketown Electric Corporation
1 copy	Stantec, Attn: Chuck Oehrlein

The copy returned to Stantec may be transmitted electronically, if desired. Please call me at (612) 712-2104 if you have any questions or comments.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "Chuck W. Oehrlein".

Chuck Oehrlein
Principal
Phone: (612) 712-2104
Chuck.oehrlein@stantec.com

Attachment: Pay Request No. 3

Design with community in mind



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 55327		Date: December 30, 2024
For Period: 11/28/2024 to 12/30/2024	Request No: 3	
Contractor: Laketown Electric Corporation, 8470 State Highway 5, Waconia, MN 55387		

CONTRACTOR'S REQUEST FOR PAYMENT
DAYTON HMGP GENERATORS
STANTEC PROJECT NO. 227705902

SUMMARY

1	Original Contract Amount		\$ 192,000.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 192,000.00
5	Value Completed to Date		\$ 70,000.00
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 70,000.00
8	Less Retainage 5%		\$ 3,500.00
9	Subtotal		\$ 66,500.00
10	Less Amount Paid Previously		\$ 19,000.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 3		\$ 47,500.00

Recommended for Approval by:
STANTEC

Chuck W. Delukin

Approved by Contractor:
LAKETOWN ELECTRIC CORPORATION

SEE ATTACHED FOR SIGNATURE

Approved by Owner:
CITY OF DAYTON

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	CITY HALL/FIRE STATION 2 AND ACTIVITY CENTER/FIRE STATION 1 GENERATORS	LS	1	192000.00	0.260	0.365	\$70,000.00
	TOTAL BASE BID						<u>\$70,000.00</u>
	TOTAL BASE BID						<u>\$70,000.00</u>
	WORK COMPLETED TO DATE:						<u>\$70,000.00</u>

PROJECT PAYMENT STATUS

OWNER CITY OF DAYTON
STANTEC PROJECT NO. 227705902
CONTRACTOR LAKETOWN ELECTRIC CORPORATION

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2024	06/04/2024	4,750.00	250.00	5,000.00
2	06/05/2024	11/27/2024	14,250.00	1,000.00	20,000.00
3	11/28/2024	12/30/2024	47,500.00	3,500.00	70,000.00

Material on Hand

Total Payment to Date		\$66,500.00	Original Contract	\$192,000.00
Retainage Pay No. 3		3,500.00	Change Orders	
Total Amount Earned		\$70,000.00	Revised Contract	\$192,000.00

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

**RESOLUTION 04-2025
RESOLUTION ACCEPTING DONATIONS FROM BLAINE FESTIVAL.**

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

WHEREAS, Blaine Festival, donor, has donated \$5,000 to purchase AED's; and

WHEREAS, All such donations have been contributed to assist the city in the establishment and operation of police and fire facilities and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to help with the Fire Department.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 14, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

ITEM: Request for Approval of Fire Station 2 Remodel Projects

PREPARED BY: Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve the fire chief's request to enter into a contract to remodel the bathrooms and day room at Fire Station 2.

BACKGROUND:

I am writing to formally request your approval to proceed with remodeling the bathrooms and converting the gear room into a day room at Fire Station 2. Both projects were included and approved within the 2025 Capital Improvement Plan as essential updates to improve functionality, safety, and comfort for our firefighters and duty crew participants.

The following bids were received:

- Creative Home Solutions: \$53,550
- HighMark: \$108,821

CRITICAL ISSUES: None

RECOMMENDATION:

We recommend approving the low bid from Creative Home Solutions for the following reasons:

- **Cost Efficiency:** The Creative Home Solutions bid represents a \$55,271 cost savings compared to the HighMark proposal. This allows the City to complete both projects while adhering to budget constraints and ensuring financial stewardship.
- **Reputation and Experience:** Creative Home Solutions has a proven track record of completing similar municipal and commercial remodels with high-quality workmanship.
- **Timely Completion:** Creative Home Solutions has committed to completing the remodels within a reasonable timeframe, ensuring minimal disruption to station operations.

ATTACHMENT(S):

- Creative Home Solutions Bid
- HighMark Bid

Creative home solutions

RECIPIENT:**kevin Astrup**12260 S Diamond Lake Rd, Dayton, MN 55327
Dayton, MN 55327**Quote #38**

Sent on

Dec 03, 2024

Total**\$25,650.00**

Product/Service	Description	Qty.	Unit Price	Total
Kitchen install	-build out kitchen wall to accommodate new plumbing and wiring and finished drywall - Install cabinets and trim work in accordance with the provided plan. - Install laminate Formica countertops with a drop-in stainless steel sink. - Install appliances, including the dishwasher. - Install baseboard around the break room. -paint walls and entry doors in entire room does not include appliances fridge/stove/dishwasher	1	\$17,300.00	\$17,300.00
Electrical	- Rough in the necessary electrical circuits for the fridge, oven, microwave, dishwasher back splash outlets and 6 additional outlets around break room, and lighting , as well as six additional outlets in the break room. install all electrical devices on final	1	\$6,500.00	\$6,500.00
Plumbing	- Install rough plumbing for drains and water lines for the new kitchen sink and dishwasher. - Install the faucet, drinking water tap, and sink upon final completion. -eliminate existing drink fountain and faucet outside of breakroom	1	\$1,850.00	\$1,850.00

Total**\$25,650.00**

This quote is valid for the next 30 days, after which values may be subject to change.

Creative home solutions

RECIPIENT:**kevin Astrup**12260 S Diamond Lake Rd, Dayton, MN 55327
Dayton, MN 55327**Quote #37**

Sent on

Nov 25, 2024

Total**\$27,900.00**

Product/Service	Description	Qty.	Unit Price	Total
Bathroom #1	We will be performing the following professional services: <ul style="list-style-type: none">- Removal of existing finishes, partitions, and plumbing fixtures.- Grinding of the concrete floor, including the shower area.- Preparation of the floor and installation of a heavy-duty metallic epoxy floor coating.- Installation of diamond plate sheet metal on the bottom 4 feet of the walls.- Patching and painting of the remaining walls up to the ceiling.- Application of heavy-duty paint to the shower area.- Replacement of plumbing fixtures, including:<ul style="list-style-type: none">- Wall-mounted sink, faucet, trap, and supply lines.- Toilet to be reused and urinal will be eliminated- Installation of a new drain cover for the shower faucet.-repaint precast concrete ceiling- Replacement of light fixtures.	1	\$14,400.00	\$14,400.00
Bathroom #2	We will be performing the following professional services: <ul style="list-style-type: none">- Removal of existing finishes, partitions, and plumbing fixtures- Grinding of the concrete floor, including the shower area- Preparation of the floor and installation of a heavy-duty metallic epoxy floor coating- Installation of diamond plate sheet metal on the bottom 4 feet of the walls- Patching and painting of the remaining walls up to the ceiling- Application of heavy-duty paint to the shower area- Replacement of plumbing fixtures with new ones, including a wall-mount sink, faucet, toilet, trap, supply lines, and a new drain cover for the shower-repaint precast concrete ceiling- Replacement of light fixtures	1	\$14,500.00	\$14,500.00
Discount	Special Discount for Simultaneously Renovating Both Bathrooms	1	-\$1,000.00	-\$1,000.00

Creative home solutions

This quote is valid for the next 30 days, after which values may be subject to change.

Total	\$27,900.00
-------	-------------

HIGHMARK



8720 Eagle Creek Pkwy • Savage, MN 55378 • Phone: 952-882-8904 • Fax: 952-736-7545

Gary Hendrickson
Phone: 612-919-3523

Job Address:
12260 S Diamond Lake Rd
Dayton, MN 55327

Print Date: 12-30-2024

Proposal for Dayton Fire Station Remodel

Lounge and Bathroom Remodel

Carpentry

- Frame a 2x6 wall where the kitchenette will be
 - Install sheetrock as needed
 - Tape, sand, prep for paint
- Install diamond plate wainscot in bathrooms
 - Approximately 4' tall from floor
- Install bathroom accessories
 - Grab bars (ADA compliant)
 - Towel hooks
 - Both hand and bath towels
- Cut in windows on existing lounge doors
 - Tempered glass to be installed

Cabinetry

- Supply and install kitchenette cabinets
 - Frameless cabinets
 - Formica skinned
 - Color TBD
 - Hardware TBD
- Supply and install (2) bathroom vanities
 - 42" long

Countertops

- \$75 sq/ft material and installation allowance
 - Selection TBD

Plumbing

- ***Kitchenette***
 - New waste, vent, and water lines as needed, adapted to the existing new sink.
 - Provide and install a new under-counter reverse osmosis system.
 - Standard RO faucet
- ***Bathroom #1***
 - Remove the urinal and cap waste and water inside the block wall.
 - Remove the existing wall-hung sink.

- The existing waste and water stub outs will be reused for the new sink.
- Provide and install new Symmons shower trim and shower head.
 - New trims to match existing trim as close as possible.
- Remove and re-install the existing toilet.
- **Bathroom #2**
 - Remove the urinal and cap waste and water inside the block wall.
 - Remove the existing wall-hung sink.
 - The existing waste and water stub outs will be reused for the new sink.
 - Provide and install new Symmons shower trim and shower head.
 - New trims to match existing trim as close as possible.
 - Provide and install a new Briggs toilet to match the toilet in Bathroom #1.
- **Plumbing Fixture Allowance ** \$3,000.00****
 - Kitchenette sink and faucet
 - (2) Bathroom Sinks and Faucets

Electrical

- Run 100 amp sub-panel from electrical room to lounge **Approximately 100'**
 - All conductors to be copper
 - Surge protection device installed in panel
- Remove existing lighting in lounge and bathrooms
 - (10) 4' lights
- Install new LED strip lights in lounge and bathrooms
 - (5) 8' LED strip lights
- Install 9' of LED tape light and switch for under cabinet lighting
- Install (5) 20 amp circuits in kitchenette
 - Refrigerator
 - (2) Countertop outlets
 - Microwave
 - Dishwasher
- Install (1) 40 amp range circuit
- ALL CIRCUITS WILL HAVE GFI PROTECTION
- Replace devices in (2) bathrooms
 - (4) Switches
 - (2) GFI outlets
 - Outlets and covers to be gray

Painting & Coating

- Paint the walls and ceiling of the lounge *COLOR TBD**
 - Includes new conduit that has been installed
- Paint the wall and ceiling of the 2 bathrooms **COLOR TBD**

Bathroom Floors

- Prep and Install "metallic" floor epoxy in two bathrooms

Remove and dispose of construction debris.

Highmark will be responsible for pulling necessary permits

****Appliance supply and installation done by others****

Total Price: \$108,821.00

Highmark to supply labor and material for the described scope of work. Any additions to the scope of work will require a separate estimate and customer approval before additional work will be done.

Except as prohibited by law, cancellations occurring after the third (3rd) day of contract will incur a charge of 10 percent (10%) of the full contract amount.

MECHANICS' LIEN NOTICE BY CONTRACTOR (Minnesota Statutes Section 514.011).

A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

PRESENTER: Marty Farrell

ITEM: Acceptance of Water Trail Contract Amendment

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Acceptance of the Water Trail Contract Amendment to incorporate additional amenities, design and survey work into the project.

BACKGROUND:

Park Commissioners and Staff expressed a desire to enhance the accessibility for residents, to the natural resources that we have available in the City of Dayton. One opportunity that has been discussed is how to best access the Mississippi and Crow Rivers, for the residents of the Dayton. One idea was to design a water trail system that would tie in with projects funded by Three Rivers Park District such as the Diamond Lake Regional Trail which would possibly have a trail head in the Goodin Park Area. The ultimate goal would be to build the water trail out incorporating our neighboring City's into the project, while also trying to invite support from other agencies that have an interest in improving access to the Mississippi and Crow Rivers.

Council approved the Water Trail Study in October of 2021. Since then there have been numerous meetings with Stakeholder groups, Steering committee, presentations to the City Council and Park Commission, and an Open House for resident input. This has been an exhaustive process, that has taken a significant amount of time but has garnered a significant amount of interest from Agencies that have an interest and a presence in Dayton, such as the DNR, Three Rivers Park District, Friends of the Mississippi and the National Parks Service.

Some of the interest from these agencies includes; DNR have reviewed plans and see no issues with getting permits for the project and they want to actively start promoting the project on their web site, TRPD are very interested in incorporating the water trail into their location next to Goodin Park, which will serve as a trail head for the Mississippi Trail and Diamond Lake Trail, there is a Concept that we have worked on with them in the packet. The National Parks Service have applied for grant funding for this project, and have indicated that they will be able to support the City in applying for other Federal Grant opportunities, NPS also wants to use the Dayton Water Trail as the starting point for their relaunch of their 72 miles of Mississippi Water Trail, if the Council accepts the Study.

The Parks Commission voted unanimously for Council acceptance of the Study. The Water Trail Study was accepted by the council at the February 28th meeting in 2023.

Staff have been working with the Department of Natural Resources to partner on a project at the existing DNR landing at the confluence of the Crow and Mississippi Rivers. The DNR are planning to realign their launch site to use the Crow river side as their access point, and potentially allow the City to use the existing Mississippi ramp as a Canoe/Kayak launch site. This would allow the City to have a put in point and a take out point creating a significant stretch of the water trail.

In an effort to maximize the Federal funding staff presented a revised concept to the Park Commission to include a shelter with the project, the park commission approved the addition of the shelter into the project. The amendment also incorporates survey and design work at Goodin Park.

CRITICAL ISSUES: Works toward achieving a Strategic Initiative identified by the City Council to “Enhance our Connections to the Natural Environment”.

BUDGET IMPACT: This amendment will increase the existing contract by \$37,000 to a total of 117,550. Funded from HUD Grant \$850,000, National Park Service Grant \$100,000 and CIP Park and Trail Development Fund 408 \$250,000 for Phase implementation. Current construction estimates for the project excluding the shelter is \$550,000, a total estimated expenditure of \$667,550, well within the budget for the project.

RECOMMENDATION: To accept the Contract amendment to include shelter at Elsie Stephens canoe/kayak launch and to complete additional design and survey work at Gooding Park as part of the Dayton water trail project.

ATTACHMENT(S): Water Trail Contract amendment.



Amendment

Amendment No: 1

MSA Project Number: 12021001
Date of Issuance: January 13, 2025

This is an amendment to the Agreement dated January 2, 2024 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, St. Paul, MN 55107-1835

Phone: 608-355-8913

Representative: Raine Gardner

Email: rgardner@msa-ps.com

CITY OF DAYTON (OWNER)

Address: 12260 S. Diamon Lk Road, Dayton, MN 55327

Phone: 763-428-9840

Representative: Martin Farrell

Email: mfarrell@cityofdaytonmn.com

Project Name: City of Dayton MN: Elsie Stephens Canoe/Kayak Launch Site Development

The project scope has changed due to: Change Due To additional amenities being added into the scope of work to complete maximize the overall funding provided to the City for the project.

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: January 7, 2025
Approximate Completion Date: June 30, 2025

The lump sum fee for the work is: \$37,000.

Any attachments or exhibits referenced in this Amendment are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF DAYTON

Dennis Fisher

Mayor

Date: _____

MSA PROFESSIONAL SERVICES, INC.



Raine Gardner, PE

Operations Leader

Date: 1/7/2025

OWNER ATTEST:

Martin Farrell

Public Works Director

Date: _____

Upon completing the initial Schematic Design process of the Elsie-Stephens Canoe/Kayak Launch Site Development, the selected scope of work was estimated to be lower than the grant monies secured by the city. As the City is then looking to maximize their funding provided to them for the overall water trail project, the Additional Services would include survey of an additional ~1 acres (approximately the same size as that of the original surveyed area). The entire project site would then total 2.02 acres. The scope of the additional services will also include the goal of consuming the grant monies with a portion left over for enhancing the current Goodin Park Concept Design as requested. Grant monies and appropriations are currently understood to be \$950,000.

SCOPE OF SERVICES

MSA will provide services as set forth below.

1. Design

- **Project Administration**
 - Manage and coordinate additional project team/disciplines, budget and schedules. Maintain communication with Owner and stakeholders on project.
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project with additional project team/disciplines.
- **Topographic Survey**
 - The Additional Services would include survey of an additional ~1 acres (approximately the same size as that of the original surveyed area).
 - Collect location and elevation data of existing features at the site for use as basis of design.
 - Utilize marking and mapping provided by one-call agency to assess locations of existing private utilities in the area.
- **Park Shelter**
 - MSA will include a 25 ft x 25 ft open air park shelter into the project. MSA will design the structure footings, hardscape/connections to this location and extend electrical facilities to provide interior lighting and electrical receptacles.
 - Structural:
 - Design of foundations and anchorage for an open-air canopy, pre-engineered metal building.
 - Plans and specs to cover work.
 - Electrical:
 - Design for a simple outdoor metered service (assuming a 100amp, 120/240v, single phase underground metered service) with 100 amp outdoor (NEMA 3R) rated electrical panel (load center) mounted to the park shelter corner post.
 - Design for some simple wet location outdoor 1x4 LED lights for general illumination of the picnic shelter canopy (assume 4 fixtures).
 - Design for GFCI outdoor receptacles (post mounted – assume 1 at each of 4 corner post locations).
 - Plans and specs to cover work.
 - Site Design:
 - Prepare design development drawings for illustrating the proposed size, structure, connectivity/coordination with other park components, landscaping, lighting, utilities, etc. for connectivity to the new park shelter from the rest of the proposed site.
 - Finalize and submit the graphic Construction Drawings and written Project Specifications that will be used to bid and construct the improvements.
 - Incorporate new facilities into plan sheets, specifications and overall site design.
 - Cost Estimate:
 - Refine the detailed estimate of probable construction cost.

- Goodin Park Concept Plan – MSA will further refine the Goodin Park Overall concept plan for consideration of additional considerations to future development. Updates to the concept plan will not include full design and site survey. The Design team will consider the concept and further consider phasing of how the project can be developed to align with future funding as that becomes available.

ATTACHMENT B: RATE SCHEDULE

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.14/page
Plots.....	\$0.01/sq.in.
Flash Drive.....	\$10
GPS Equipment.....	\$20/hour - \$10.75/hour for DOT
GPS R2 Equipment	\$20/hour - \$2/hour for DOT
Dini Laser Level.....	\$85/per day
Mailing/UPS.....	At cost
Mileage – Reimbursement.....	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.70 mile standard/ \$0.69 mile for DOT
Nuclear Density Testing.....	\$30/day
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$10/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter.....	\$30/hour
Drone Flight.....	\$375/flight - \$360/flight for DOT

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2025.

PRESENTER: Martin Farrell

ITEM: Crow/Mississippi river public water access contract for design services between the state of Minnesota and the City of Dayton

PREPARED BY: Martin Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Approve the contract for redesign of the current DNR water access at the confluence of the Crow and Mississippi Rivers to better accommodate motorized craft and include a new Kayak/Canoe launch as part of the Dayton Water Trail project.

BACKGROUND: Staff have been working with a number of agencies whilst pursuing funding and approvals for the Dayton water trails project. During those conversation an opportunity for a mutually beneficial project with the DNR to improve the existing water access in the historic village and include a new canoe/kayak launch was discussed. The DNR subsequently secured funding for the project, and requested that the City Design and build the project.

The project has been separated into two agreements one for the Design and one for the Construction. The attached contract is for the Design portion of the project.

CRITICAL ISSUES: Advances the City water trail project by adding an upstream put in point that will connect with the Elsie Stephens Park kayak/canoe launch, which will be built in 2025.

BUDGET IMPACT: None project funded by the State of Minnesota.

RECOMMENDATION: Approve the Crow/Mississippi river public water access contract between the state of Minnesota and the City of Dayton.

ATTACHMENT(S): Contract document.



Professional Services Agreement

MSA Project Number: 12021003.0

This AGREEMENT (Agreement) is made effective January 13, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: +1 (608) 355-8913

Representative: Raine Gardner

Email: rgardner@msa-ps.com

CITY OF DAYTON

Address: 12260 S. Diamond Lk Rd., Dayton, MN 55327

Phone: +1 (763) 428-9840

Representative: Martin Farrell

Email: mfarrell@cityofdaytonmn.com

Project Name: MNDNR Crow and Mississippi River Public Water Access Design Project

The scope of the work authorized is: See Attachment A.

The schedule to perform the work is: Approximate Start Date: January 13, 2025
Approximate Completion Date: June 30, 2025

The estimated fee for the work is: \$128,000.00 (See scope for breakdown)

**Reimbursables will be billed as used and applicable, which include travel, mileage, copies, prints, meals, equipment usage, lodging, etc. and these are considered a reimbursable cost and the approximate amount for the above scope is estimated at \$2,000.*

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF DAYTON

MSA PROFESSIONAL SERVICES, INC.

Dennis Fisher

Mayor

Date: _____

Zach Doud

City Administrator

Date: _____

Raine Gardner

Raine Gardner, PE

Operations Leader

Date: January 7, 2025

John Langhans

John Langhans, PE

Vice President

Date: January 7, 2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of CLIENT's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the CLIENT in writing of such situations so that changes in this agreement can be made as required. Upon such notice from MSA, the CLIENT may choose, in its sole discretion, to terminate this Professional Services Agreement. If the CLIENT chooses to terminate this Professional Services Agreement, the CLIENT shall provide notice of termination to MSA as is set forth in Section 15 of this Professional Services Agreement. Upon such notice from the CLIENT, MSA shall immediately discontinue performing any Work, except as may be directed by the CLIENT. The CLIENT shall compensate MSA as is set forth in Section 15 of this Professional Services Agreement.

2. **CLIENT's Responsibilities.**

(a) Project Scope and Budget

The CLIENT shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The CLIENT shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated CLIENT Representative

The CLIENT shall identify a Designated Representative who shall be authorized to act on behalf of the CLIENT with respect to the Project. CLIENT's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by CLIENT, CLIENT's Designated Representative, or CLIENT's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the CLIENT shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The CLIENT shall furnish the services of other consultants other than those designated in Attachment 1, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) CLIENT Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the CLIENT, Designated CLIENT Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the CLIENT if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the CLIENT monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the CLIENT has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule

commitments shall be subject to change for delays caused by the CLIENT's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** CLIENT shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by CLIENT, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** CLIENT shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all CLIENT supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, CLIENT agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the CLIENT's professional representative for those services as defined in this agreement, and to provide advice and consultation to the CLIENT as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the CLIENT are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the CLIENT shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the CLIENT shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the CLIENT, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the CLIENT, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The CLIENT acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth

herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the CLIENT pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** CLIENT and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals.** CLIENT and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, CLIENT and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the CLIENT may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If CLIENT terminates this Agreement, CLIENT shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what CLIENT'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. CLIENT acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on CLIENT's behalf for CLIENT's benefit and at CLIENT's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of CLIENT and shall be returned to CLIENT at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at CLIENT's request and expense and subject to this subparagraph.

18. Insurance. MSA, at its sole cost and expense, will maintain insurance coverage as follows: Worker's Compensation: as required by Minnesota Statutes;

General Liability: Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate;

Automobile Liability: \$1,000,000 combined single limit; and

Professional Liability: Professional liability of no less than \$2,000,000 per occurrence/aggregate.

The liability of MSA to the CLIENT for any indemnity commitments, or for any damages arising out of performance of this contract is limited to these insurance coverages and amounts. The CLIENT shall be named as an additional insured on the general liability policy on a primary and non-contributory basis.

Before commencing work, MSA shall provide the CLIENT a certificate of insurance evidencing the required insurance coverage in a form acceptable to the CLIENT. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the CLIENT has received written notice of the insurer's intention to cancel this insurance.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the CLIENT or extensions of this Project or on any other project shall be at the CLIENT's sole risk. The CLIENT agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the CLIENT or by others acting through the CLIENT.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, CLIENT, and CLIENT's officers, directors, members, partners, consultants, and employees (hereinafter "CLIENT") from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for in this Professional Services Agreement, and further agrees to compensate CLIENT to the extent of MSA's determined negligence for such legal costs, including attorneys' fees and expert costs, that CLIENT may incur in any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising under this Professional Services Agreement.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of CLIENT's last payment to Engineer.

22. Dispute Resolution. CLIENT and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. CLIENT and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both CLIENT and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless CLIENT and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of CLIENT and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, CLIENT and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in Sections 30 and 31 of this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the CLIENT in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of CLIENT and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon CLIENT and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

31. Jurisdiction. MSA hereby irrevocably submits to the jurisdiction of the state courts of the State of Minnesota for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The venue for any legal proceedings related to this Agreement shall be in Hennepin County, Minnesota.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

33. SUBCONTRACTORS. MSA shall not enter into subcontracts for services provided under this Agreement without the express written consent of the CLIENT. MSA shall comply with Minnesota Statutes § 471.425. MSA must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of MSA's receipt of payment from the CLIENT. MSA must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

34. MINNESOTA GOVERNMENT DATA PRACTICES ACT. MSA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"), as it applies to (1) all data provided by the CLIENT pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by MSA pursuant to this Agreement. MSA is subject to all the provisions of the MGDPA, including but not limited to the civil remedies of Minnesota Statutes § 13.08, as if it were a government entity. In the event MSA receives a request to release data, MSA must immediately notify the CLIENT. The CLIENT will give MSA instructions concerning the release of the data to the requesting party before the data is released. MSA agrees to defend, indemnify, and hold CLIENT, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from the unlawful disclosure and/or use of protected data by MSA or its officers, agents, partners, employees, volunteers, assignees, or subcontractors. The terms of this Section shall survive the cancellation or termination of this Agreement.

35. NONDISCRIMINATION. All contractors and subcontractors employed by MSA shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class, and with all rules and regulations, promulgated and adopted pursuant thereto. MSA will include a similar provision in all subcontracts entered into for the performance of this Agreement.

36. INDEPENDENT CONTRACTOR. The CLIENT retains MSA as an independent contractor upon the terms and conditions set forth in this Agreement. MSA is not an employee of the CLIENT and is free to contract with other entities as provided herein. MSA shall be responsible for selecting the means and methods of performing the work. MSA shall furnish any and all supplies, equipment, and incidentals necessary for MSA's performance under this Agreement. The CLIENT and MSA agree that MSA shall not at any time or in any manner represent that MSA or any of MSA's agents or employees are in any manner agents or employees of the CLIENT. MSA shall be exclusively responsible under this Agreement for MSA's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

ATTACHMENT A: SCOPE OF SERVICES

PROJECT DESCRIPTION:

- A. The City of Dayton (City) in conjunction with the Minnesota Department of Natural Resources (MN DNR) has entered into an agreement to redesign the Crow / Mississippi Access Site located in the Dayton downtown area. It should be noted the MNDNR is the Owner of the property/project site. The City is the Client/agent completing the work on the Owner's property through their agreement. This effort is part of the Get Out MORE funding (Modernize Outdoor Recreation Experiences). The Crow / Mississippi public water access is MN DNR operated and is in need of redesign to make it fully accessible to all users, improve access for motorized boaters, add an ADA compliant canoe/kayak launch, treat stormwater runoff, prevent siltation of the boat launch, and invasive species removal, and enhance site resilience from climate changes.
- a. The Crow / Mississippi water access site is planned to be updated on its current site and modernized to meet current access requirements. The project will redevelop the entire 2 acre+/- property and determine the best location for a modern vehicular boat launch, parking area, boat tiedown area, location for a portable restroom, consideration to fishing access, and site stormwater amenities.
 - b. MSA will utilize AMI, as a sub-consultant who specializes in marine modeling and design, and they will be contributing the project modeling of sediment transport at the boat launch by utilizing HEC RAS software of the Crow & Mississippi Rivers. AMI will also provide bathymetric & hydrographic surveying and sediment sampling that build into the model.
- B. Assumptions:
- a. Project efforts will begin after the agreement with the MN DNR is completed and forwarded to MSA in an electronic notice to proceed communication.
 - b. The MN DNR will provide the original site construction documents prior to initializing design services.
 - c. The MN DNR standards for water access and site design requirements will be provided available prior to initiation of the initial site layout.
 - d. All stakeholders involved with the project will either meet with MSA and the City at the indicated City/MNDNR meetings noted in the scope below in Dayton or the meetings with the stakeholders will be virtual.
 - e. Environmental review / work is not anticipated since the MNDNR will be assuming responsibility for permitting the project. If environmental review services are required, this agreement will be amended at a later date.
 - f. Bid document format is assumed to follow MSA standard plans and specifications. If the bid is carried thru via the MNDNR Process, the plans and specifications will need to follow the MNDNR format and would require consideration to additional services.
- C. Approximate Project Schedule:
- | | |
|---------------------------------|--------------------------------|
| Site Survey / Bathymetric Study | <u>2025</u>
January – March |
| Design Phase | February - May |
| • Present Schematic Design | Early March |
| • Design Development | March – April |
| • Construction Documents | April - June |

D. Scope of Services to be provided by MSA:

1. Site/Civil Engineering
2. Marine Engineering
3. Stormwater Engineering
4. Landscape Architecture
5. Electrical Engineering
6. Site Amenity Design

PHASE 1 – SCHEMATIC DESIGN

A. General Summary: The schematic design will be based on the site survey, marine bathymetric survey/sediment modeling from AMI and standard MN DNR design requirements. MSA will utilize the data as the basis for design and build upon them to further design and develop the water access to accommodate the desired improvements to the site. The work shall be carried out with the input and cooperation of the MN DNR staff, City staff and Council members, possible applicable user groups, and other agencies as required by MNDNR. Meetings specified below are what is anticipated for the these groups. If additional meetings are required, they will need to be added to the scope of this work. The work shall be consistent with current land use concepts, existing recreation facilities trends and will coexist with current and future use of the water access and adjacent properties.

1. Complete the marine survey/modeling & site topographic survey for the entire MNDNR site applicable to the areas for site development.
 - a. The site survey will be of the parcel area needed for redevelopment as shown below.
 - b. An 811 Utility Locate will be requested to be performed prior to the survey work.
 - c. A boundary survey is not included in this survey work, but could be added if desired.



- d. The Bathymetric survey adjacent to the site and cross sections along the Crow and Mississippi Rivers will be to the extent necessary to capture adequate modeling (that

will be up and down the Mississippi River of about 3 miles and Crow River of about 1 miles). Survey captured will be supplemented into the existing site information the MNDNR has provided.

- e. As part of the overall bathymetric survey, MSA/AMI team will collect sediment samples (up to 8) to review and process via a Lab as part of the sediment transport model.
2. **Meeting #1:** MSA will organize and lead initial Kick-Off Meeting with the City, MNDNR and applicable stakeholders.
 - a. Review project goals.
 - b. Gather input from City staff, MN DNR and stakeholders on the concepts/schematic design.
 - c. Review project schedule and MN DNR Funding timeline.
 - d. Address/review site constraints and opportunities.
3. Upon the initial meeting, MSA will begin the conceptual/schematic design process for the project site. Consideration to operational and maintenance costs and requirements for proposed improvements will be reviewed as the design starts. Consideration to constructability throughout the conceptual stage will occur in our quality assurance/quality control (QA/QC) stages. As the site concept is developed, the sediment transport modeling will begin, that will also impact the overall site layout and concept.
4. QA/QC reviews will occur at every stage/milestone of the project.
5. Upon reviewing the modeling information, MSA will develop up to 2 concept plans based on the modeling and recommendations.
6. **Meeting #2:** Upon developing the conceptual plan, MSA will then meet with the City and MN DNR to review the report and consider the overall site concept and impacts,. Upon obtaining feedback from the City and MNDNR, MSA will revise the overall layout and share back with them.
7. If needed, MSA will solicit up to 3 geotechnical firm quotes for soil borings and associated report information to support the project design for the project site. The City will then enter into a direct contract with the selected firm to complete the work.
8. Upon the updated site layout, MSA will start a global project budget/cost estimate to share with the layout. The itemized global cost estimate will be shared with the City and MNDNR for review. The cost estimate will be a unit price bid item estimate.
9. Upon cost estimate feedback, MSA will start the schematic design plans that will include:
 - Title Sheet
 - Existing Site Plan
 - Proposed Site Plan
10. Project management and correspondence will also be performed throughout this phase of the project.

DELIVERABLES:

- Project Global Budget/Cost Estimate
- Schematic Design drawings/Site Layout (up to 2)
- Sediment Transport Model/Report
- Sediment Sample Results
- Applicable Meeting Minutes.

PHASE 2 – DESIGN DEVELOPMENT

- A. General Summary: Once the final concept plan of the water access and other amenities has been developed and approved by the MNDNR, design development for the improvements will begin. These tasks include:
1. With the Crow/Mississippi rivers water access, a floodplain review will need to be considered and updated for the addition of the water access site and site modifications. MSA will begin this process to consider updates.
 2. Develop a Stormwater Pollution Prevent Plan (SWPPP) and complete the floodplain impact analysis.
 3. Prepare design development drawings for illustrating the proposed size, structures, connectivity/coordination with other water access components, landscaping, lighting, utilities, etc.
 - Updated Site Plan
 - Motorized boat ramp layout plan
 - Non-motorized canoe/kayak launch layout plan
 - Landscaping Plan
 - General Site Details
 - Lighting/Electrical Layout Plan
 4. Collect and review product data and initial material samples. Prepare outline specifications, including the products, materials and finishes of each component or system.
 5. Prepare an updated construction cost estimate based on material take-offs. At this point, the project will be shared again to the DNR and City for review and consideration of the project for comments.
 6. Begin permit process. It is anticipated that MNDNR would review the natural, historic, and cultural aspects of the site that would need to be considered for the permitting process and design. The assumed required permits for these projects include:
 - MPCA SWPPP & Stormwater Management Plan
 - City Land Disturbance Permit
 - MNDNR Public Water Works Permit for launch site
 - Elm Creek Watershed plan submittal
 - ACOE Floodplain Permit
 - MNDNR will not be responsible for local permitting.
 7. Coordination with the MNDNR on applicable permits the Department will be processing.
 - MSA assumes MNDNR will process all Department Applicable permits and MSA will provide permit details on the design and plan sheets as needed for the applicable permits.
 8. **Meetings #3**: Meet with the City & MNDNR to review the 60% design development progress/plans and receive input, decisions, and guidance.
 9. Per the City & MNDNR comments, MSA will update the design and complete design development documents.
 10. Project management and correspondence will also be performed throughout this phase of the project.
 11. For the project and if a Mussel Survey is required, MSA will coordinate to obtain up to 3 proposals from firms that provide these services and the City will directly contract with the recommended firm separately outside of this contract/scope of services.

DELIVERABLES:

- Design Development Drawings
- Floodplain Analysis
- Confirmation of the MN DNR Permit Requirements
- Construction Cost Estimate
- Meeting Minutes

PHASE 3 – CONSTRUCTION DOCUMENTS

- A. General Summary: Provide final design, coordination and engineering necessary for the development of construction documents to complete the construction drawings and specifications as suitable to secure competitive construction bids.
1. Develop the Construction Drawings and Project Specifications per City format that will be used to bid and construct the improvements. The construction drawings will include:
 - Title Sheet
 - Site Removals Plan and Details
 - Site Layout Plan
 - Site Grading Plan and Details
 - Erosion Control Plan and Details
 - Site Electrical/Lighting Plan and Details
 - Landscaping Plan, Schedules, and Details
 - Site Amenity Plans and Details
 - Water Access Ramp Plans (both motorized and non-motorized) and Details
 - Stormwater Pollution Prevention Plan
 2. Refine the detailed estimate of probable construction cost.
 3. Update any floodplain documents as necessary. Finalize any permit applications and provide them to the MN DNR for submittal to the applicable agencies as noted in Phase 2 per the noted permits. A FEMA no rise certification may be required and with the project team's review of the site, this can be provided per the above listed work noted to review the floodplain. ?
 4. Provide an internal QA/QC review of all documentation.
 5. **Meetings #4**: Meet with the City & MNDNR to review design and documentation progress and receive input, decisions, and guidance at 90% completion construction documents. Present overall plan to City Council to also allow the public the opportunity to see the updated plan and potential development project. Any format public input would be collected by City at a different meeting if desired or needed along with any public engagement is not included in this scope.
 6. Upon receiving comments, MSA will refine construction documents and perform quality assurance/quality control (QA/QC) review.
 7. Revise and resubmit the Construction Drawings and Project Specifications, as may be required, to facilitate City departmental approvals and permits.
 8. Make minor revisions as necessary and complete the bidding documents per comments provide and review process.
 9. Upon receipt of CLIENT approval of construction documented and cost opinion and City Council approval to release the project for bidding, MSA shall proceed to the bidding stage. An amendment will be required to move to this project phase as bidding is not included as

part of this project scope.

10. Project management and correspondence will also be performed throughout this phase of the project.

DELIVERABLES:

- Construction Documents to include the Plan Set and Project Manual/Specifications
- Updated Construction Cost Estimate
- Final Stormwater and Floodplain Documents
- Meeting Minutes

A. Compensation: MSA shall perform the above stated services for fee as follows:

Phase 1 – Site Survey/Schematic Design	\$50,000 (lump sum)
Phase 2 – Modeling/Design Development	\$49,000 (lump sum)
Phase 3 - Construction Documents	\$29,000 (lump sum)

Sub-Total \$128,000.00

**Reimbursables will be billed as applicable and utilized which is anticipated to include travel, mileage, copies, prints, meals, equipment useage, lodging, etc which are considered a reimbursable cost and the approximate amount for the above scope is estimated at \$2,000.*

Services not included, but could be added as needed:

- Project Bidding – assumed to occur in June/July 2025
- Construction Administration/Observation – assumed to occur in July – November 2025
- Geotechnical Investigation and Reporting
- Public Engagement (beyond attending scoped meetings above)
- Funding/Grant Administration
- Multiple Bid Packages for Bidding
- Site Irrigation System
- Utility Design
- Security Camera Equipment Selection and Procurement
- Solicit Archeologist / Historical Review for Site (Assumed completed with other water access development)
- Environmental Review
- Landscaping design/plan
- Private utility locate services

Items Completed by the City:

- Pay for all permit and/or state review fees.
- Pay for geotechnical borings and report.
- Pay for plan reproductions costs
- These will be invoiced as a reimbursable, unless directly paid by the City.
- Process all funding documents for reimbursement and administration of the MN DNR funding obtained for the project.
- Provide a copy of any related existing City utilities adjacent and/or in the site.

ITEM:

Concept Plan, TQ Farms

APPLICANT/PRESENTERS:

Joe Radich, Contour Civil Design, LLC

PREPARED BY:Jon Sevald, Community Development Director
Hayden Stensgard, Planner II**BACKGROUND/OVERVIEW:**

The Developer owns three contiguous properties, totaling 45.81 acres, zoned A-1 Agricultural. The minimum lot size in the A-1 district is 40 acres. All three parcels are legal non-conforming. The Developer proposes to adjust property boundaries and build a home on the vacant parcel.¹

Address	PID	Existing	A-1 Zone	Proposed
14751 Lawndale Ln ²	07-120-22-11-0005	11.22 ac	40 ac	11.22 ac
14681 Lawndale Ln	07-120-22-14-0007	15.35 ac	40 ac	4.96 ac
0	07-120-22-13-0001	19.24 ac	40 ac	30.04 ac

The City Council has discussed creating an A-3 district which would allow for an average lot size of 10-acres and require ghost platting for future sewer development (4 units per acre). In this case, the 34 acre plat would be permitted three lots, whereas two are proposed. If the A-3 district were adopted, this would eliminate Critical Issue #1.

CRITICAL ISSUES:

1. Variance to reduce minimum lot size from 40-acres to 5-acres.³ Variances to the Subdivision Ordinance require the following Findings:⁴
 - a. *That there are special circumstances or conditions affecting the property that the strict application of the provisions of this Subsection would deprive the applicant of the reasonable use of the land; and*
 - b. *That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which the property is situated.*

In Staff's opinion, #a is not met. A home can be built on the vacant 19-acre parcel as-is. #b can be met.

¹ NOTE: The Applicant's intent is for an Administrative Subdivision, subject to City Code 1002.04, Subd 1 (Administrative Subdivision). The proposed subdivision is not consistent with City Code 1002.04, Subd 1(4)(a); *The administrative subdivision shall conform to all design standards as specified in City Code Sections 1001 and 1002.* City Code 1001.05, Subd 9(5) requires 40-acre parcels. The existing 15.35 acre parcel is legal non-conforming. It cannot be made less non-conforming (cannot decrease in size, but for a Variance). Staff's direction is process the application as a Preliminary/Final plat, including ROW dedication.

² 14751 Lawndale Lane is **excluded from the plat**, but is discussed here to provide background.

³ City Code 1001.05, Subd 9(5) (District Requirements; Minimum lot size)

⁴ City Code 1002.11 (Variances)

2. Variance to reduce minimum lot frontage from 300' to 60'.⁵ Referring to the Variance criteria discussed in #1, #a is arguable. City Code requires a 300' lot width whereas 50'-60' (ROW width) would be proposed. A Variance can be avoided by dedicating ROW to include a cul-de-sac. #b can be met.

3. Right-of-way dedication. The Concept Plan does not propose right-of-way dedication.

In 2004, Randy and Tami Duke (14651 Lawndale Ln) and Bruce and Kathy Bennett (14681 Lawndale Ln) granted a perpetual easement to the city for a public roadway, drainage and utilities.⁶ This was to allow subdivision of 14651 Lawndale to create 14661 Lawndale Ln (Jason & Jonna Duke), which otherwise would have been a landlocked parcel subject to variances. The city does not maintain the roadway easement. For all practical purposes, the roadway easement functions as a driveway.

There are two options; (1) for the Developer to construct a road to city standards; or (2) for the City to grant a Limited Use agreement to the Developer (city would continue to not maintain the roadway).

The Dukes object to the use of the roadway easement by the Developer, and argue the Developer should provide a separate access.

The Developer has agreed to reconstruct a shared driveway down the middle of the city's roadway easement.

4. Conditional Use Permit for a Cemetery.⁷ The concept plan includes a private mausoleum. Staff continues to research cemetery law⁸, and how this is applicable to the project. The Mausoleum should be platted as an outlot with an access easement to a public road.

60/120-DAY RULE (IF APPLICABLE):

	60-Days	120-Days
N/A		

RELATIONSHIP TO COUNCIL GOALS:

Planning Ahead to Manage Thoughtful Development

Preserving our Rural Character

PLANNING COMMISSION RECOMMENDATION

The Planning Commission conducted a Public Hearing at its December 12, 2024 meeting. Five residents testified regarding (summarized); opposition to sharing a driveway, visual impact of new home, off-site drainage due to ditch and drain tile alterations on the north Quilling property (parcel is not part of the project).

⁵ City Code 1001.05, Subd 9(5) (District Requirements; Minimum lot width frontage)

⁶ Easement Agreement, Hennepin County doc #8343313, May 4, 2004.

⁷ City Code 1001.05(4) (Conditional Uses)

⁸ MN Statute 306 (Public Cemeteries)

Planning Commission comments and recommendations (summary):

- Subdivide property to comply with City Codes (vs. Variances)
- New Jason Quilling house should use existing daughter's driveway (14681 Lawndale Lane), not the Duke driveway (city roadway easement).
- Update concept plan to reflect existing conditions.
- Limit visual impact to neighbors (add screening).
- Provide more information about the proposed mausoleum.

STAFF RECOMMENDATION:

1. Dedicate ROW to include cul-de-sac. Do not build road. Grant Limited Use agreement to use ROW, to be maintained by Duke/Quilling.
2. Require access easement between cul-de-sac and mausoleum to provide the family access no mater who owns the land.

ATTACHMENT(S):

Site Photos, Aerial Photo

Survey, November 7, 2024

Administrative Subdivision, October 2, 2023

Schematic Site Plan, December 19, 2023

Randy Duke email, December 6, 2024

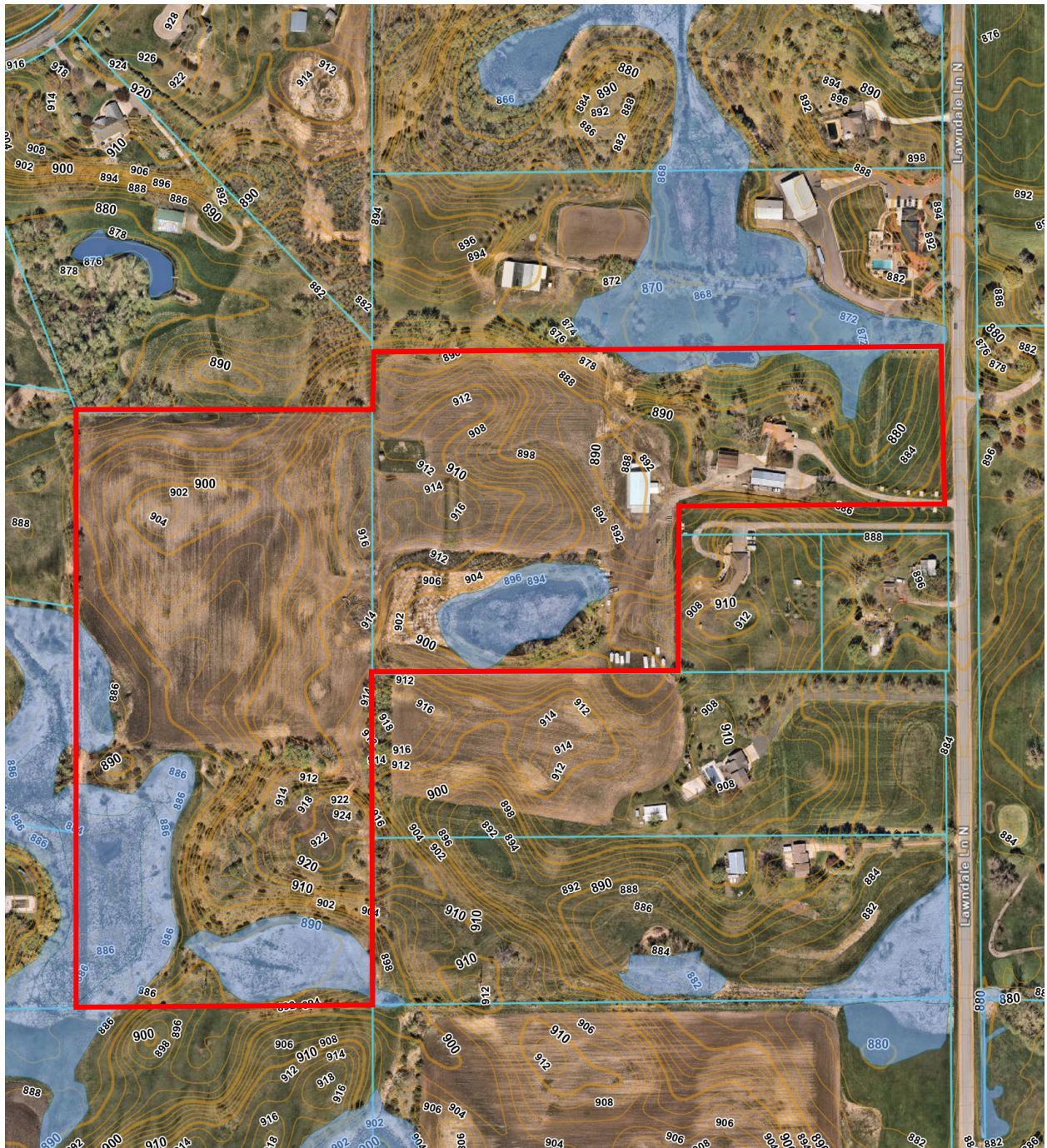


City roadway easement, accessing 14661 Lawndale Ln (photo Dec 6, 2024).



City roadway easement. 14661 Lawndale Ln at left (Duke). 14681 Lawndale Ln at right (Quilling) (photo Dec 6, 2024).

AERIAL PHOTO



ALTA/NSPS LAND TITLE SURVEY CERTIFICATION

I hereby certify to TQ Farms of Dayton, LLC, a Minnesota limited liability company; and to Guaranty Commercial Title, Inc., as issuing agent for Old Republic National Title Insurance Company that this is a survey of:

Lot 4, Block 1, THE FARM IN DAYTON, according to the recorded plat thereof, Hennepin County, Minnesota.

and is based upon information found in Title Commitment File Number 67945, dated effective March 20, 2024 at 8:00 AM, prepared by Guaranty Commercial Title, Inc., as issuing agent for Old Republic National Title Insurance Company, and that all easements, if any, listed in Schedule B-II on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11(a), 11(b), and 13 of Table A thereof. The field work was completed on April 24, 2024. Additional features located on November 06, 2024.

I further certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 11/07/2024

E.G. Rud & Sons, Inc.

Jason E. Rud, Land Surveyor
Minnesota License No. 41578

GENERAL NOTES

- Fee ownership is vested in TQ Farms of Dayton, LLC, a Minnesota limited liability company.
Parcel ID Number: 07-120-22-14-0007.
- Per Title Commitment, the surveyed property's address is 14681 Lawndale Lane N, Dayton, MN 55327.
- Bearings shown hereon are based on the Hennepin County Coordinate System.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community No. 270157 Panel No. 0032 Suffix F by the Federal Emergency Management Agency, effective date November 4, 2016.
- Boundary area of the surveyed premises: 686,426± sq. ft. (15.76± acres).
- The surveyed premises adjoins and has direct access to Lawndale Lane N., a public street.
- No zoning endorsement letter was provided to the surveyor at the time of the survey, however, a search of the City of Dayton's website indicates the surveyed property is currently zoned A-1 (Agricultural District). For additional information regarding zoning and setbacks, contact the Planning Department at the City of Dayton at (612) 638-0228.
- No parking stalls were observed on the surveyed property at the time of the survey.

- Above ground utilities have been field located as shown. Underground utilities shown hereon are those which were field marked by utility companies responding to Gopher State One Call, Ticket No. 241011330, dated 4/19/2024 or were taken from utility plans provided by the City of Dayton. All underground locations shown hereon are APPROXIMATE. Prior to any excavations or digging, contact Gopher State One Call for an on-site location (651-454-0002). However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, Gopher State One Call locate and other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.

- Title Commitment File Number 67945, dated March 20, 2024 at 8:00 AM, prepared by Guaranty Commercial Title, Inc., as issuing agent for Old Republic National Title Insurance Company, Schedule B, Part II Survey Related Exceptions:
Item #2 - Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
[SURVEYOR'S NOTE: Existing site improvements are shown hereon.]

- Item #7 - Drainage and utility easement(s) as shown on the recorded plat of The Farm in Dayton.
[SURVEYOR'S NOTE: Easements are shown hereon.]

- Item #8 - Street easement(s) over part of the Land in favor of the City of Dayton, as created in Deed of Easement dated August 5, 1987, filed August 21, 1987 as Document No. 5315142.
[SURVEYOR'S NOTE: Said document does affect the surveyed parcel.]

- Item #9 - Roadway, drainage and utility easement(s) over part of the Land as created by Easement Grant dated April 20, 2004, filed May 4, 2004 as Document No(s). 8343313.
[SURVEYOR'S NOTE: Easement is shown hereon.]

- Item #10 - Terms and conditions of the Access Easement Agreement by and between TQ Farms of Dayton, LLC a Minnesota limited liability company and TQ Farms of Dayton II, LLC, a Minnesota limited liability company dated January 8, 2020, filed January 27, 2020, as Document No. 10750757.
[SURVEYOR'S NOTE: Easement is shown hereon. Gravel drive does not fall within the easement as shown.]

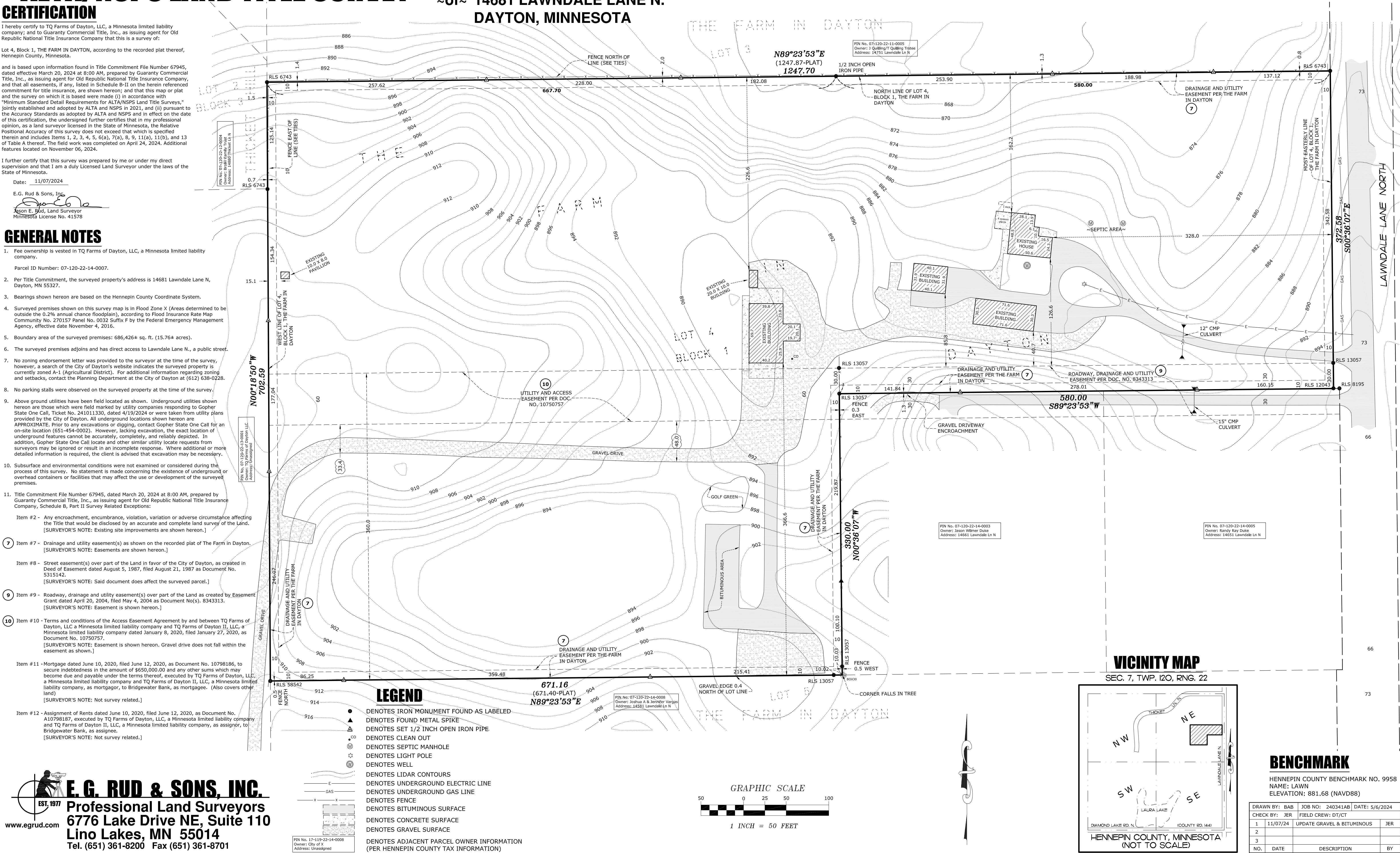
- Item #11 - Mortgage dated June 10, 2020, filed June 12, 2020, as Document No. 10798186, to secure indebtedness in the amount of \$650,000.00 and any other sums which may become due and payable under the terms thereof, executed by TQ Farms of Dayton, LLC, a Minnesota limited liability company and TQ Farms of Dayton II, LLC, a Minnesota limited liability company, as mortgagor, to Bridgewater Bank, as mortgagee. (Also covers other land)
[SURVEYOR'S NOTE: Not survey related.]

- Item #12 - Assignment of Rents dated June 10, 2020, filed June 12, 2020, as Document No. A10798187, executed by TQ Farms of Dayton, LLC, a Minnesota limited liability company and TQ Farms of Dayton II, LLC, a Minnesota limited liability company, as assignor, to Bridgewater Bank, as assignee.
[SURVEYOR'S NOTE: Not survey related.]

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

S:\RUD\CAD\24PROJ\240341AB\240341AB.DWG

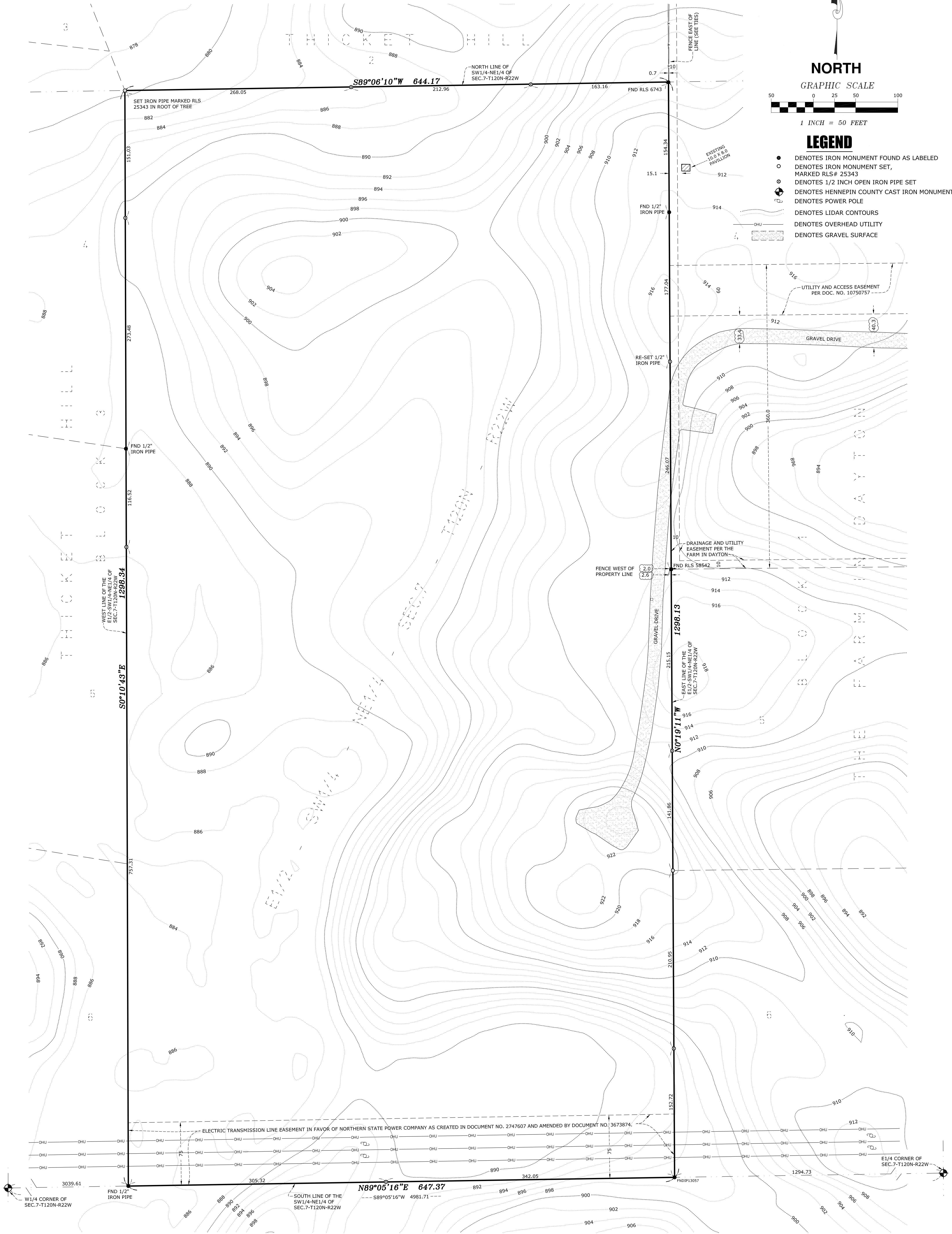
~for~ TQ FARMS OF DAYTON, LLC
~of~ 14681 LAWNDAL E LANE N.
DAYTON, MINNESOTA



24.0341AB

CERTIFICATE OF SURVEY

~for~ QUALITY TRUSTED COMMERCIAL
CONSTRUCTION & ROOFING
~of~ DAYTON SITE



BENCHMARK

HENNEPIN COUNTY BENCHMARK NO. 9958
NAME: LAWN
ELEVATION: 881.68 (NAVD88)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/06/24.
- Bearings shown are on the Hennepin County Coordinate System.
- Fee ownership is vested in TQ FARMS OF DAYTON LLC.
- Parcel ID Number: 07-120-22-13-0001
- Boundary area of the surveyed premises: 838,300± S.F. (19.24 Acres)
- This survey is based upon information found in the commitment for title insurance prepared by Guaranty Commercial Title, Inc., as Issuing agent for Old Republic Title Insurance Company File No. 65575, dated effective April 15th, 2020. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Contours shown are based on MNGeo LIDAR Topography.

PROPERTY DESCRIPTION

The East One Half (1/2) of Southwest Quarter (1/4) of Northeast Quarter (1/4) in Section Seven (7), Township One Hundred Twenty (120), Range Twenty-two (22), according to the United States Government Survey thereof, Hennepin County, Minnesota.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

James E. Napier
JAMES E. NAPIER
Date: 11-07-2024 License No. 25343

E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

DRAWN BY:	JEN	JOB NO:	241243BS	DATE:	11/07/24
CHECK BY:	JEN	FIELD CREW:	DT-CT		
1					
2					
3					
NO.	DATE	DESCRIPTION			BY

ADMINISTRATIVE SUBDIVISION

~for~ QT COMMERCIAL CONSTRUCTION & ROOFING
~of~ 14681 LAWNDAL E LANE N.,
DAYTON, MINNESOTA

EXISTING PARCEL DESCRIPTION

(Per Hennepin County Tax Records)

Lot 4, Block 1, THE FARM IN DAYTON, according to the recorded plat thereof, Hennepin County, Minnesota.

PROPOSED PARCEL A DESCRIPTION

Lot 4, Block 1, THE FARM IN DAYTON, according to the recorded plat thereof, Hennepin County, Minnesota, EXCEPT the most easterly 580.00 feet thereof.

PROPOSED PARCEL B DESCRIPTION

The most easterly 580.00 feet of Lot 4, Block 1, THE FARM IN DAYTON, according to the recorded plat thereof, Hennepin County, Minnesota.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 9/29/23.
- Bearings shown are on the Hennepin County Coordinate System.
- Parcel ID Number: 07-120-22-14-0007.
- The surveyed property contains 686,426 S.F. (±15.76 AC.)
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- According to Hennepin County tax records, the fee owner of the survey property is TQ Farms of Dayton LLC.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Kevin C. McCain
Kevin C. McCain

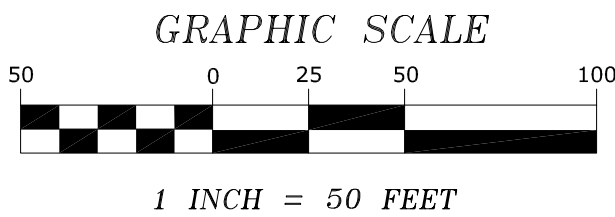
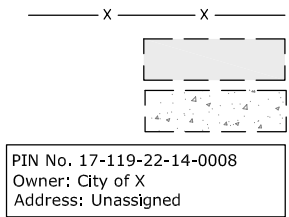
Date: 10/02/2023 License No. 58542

LEGEND

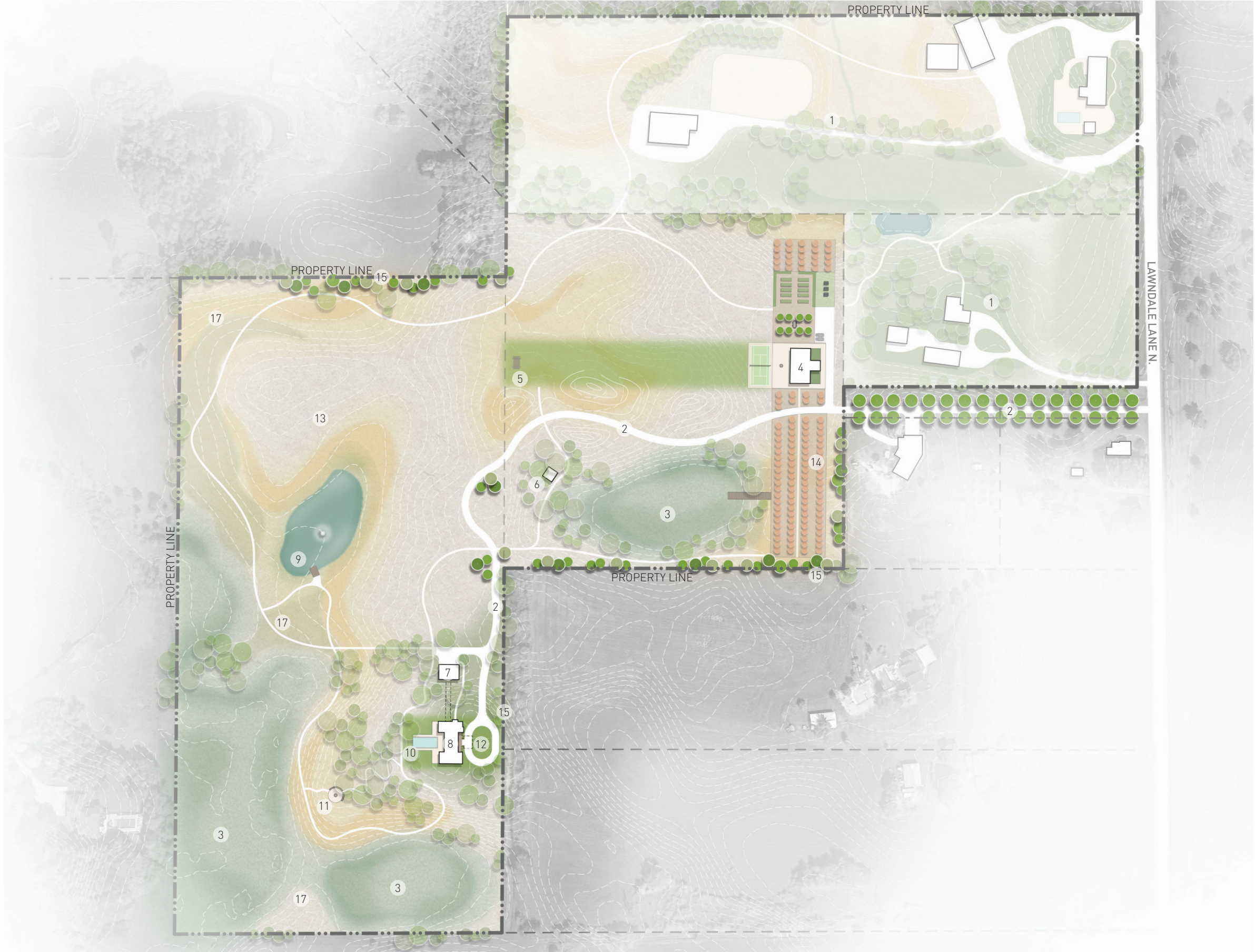
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 58542
- ▲ DENOTES FOUND METAL SPIKE
- △ DENOTES SET 1/2 INCH OPEN IRON PIPE
- ⊙ DENOTES CLEAN OUT
- ⊙ DENOTES SEPTIC MANHOLE
- ⊙ DENOTES WELL
- ⊙ DENOTES FENCE
- ⊙ DENOTES BITUMINOUS SURFACE
- ⊙ DENOTES CONCRETE SURFACE
- ⊙ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER HENNEPIN COUNTY TAX INFORMATION)




E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701



DRAWN BY:	KCM	JOB NO:	230969PP	DATE:	10/02/23
CHECK BY:	KCM	FIELD CREW:	DT/CT		
1					
2					
3					
NO.	DATE	DESCRIPTION		BY	



- Legend**
- 1. EX. RESIDENCES
 - 2. NEW DRIVE ACCESS
 - 3. EX. WETLAND
 - 4. EX. BARN
 - 5. CHAPEL OUTDOOR GATHERING AREA
 - 6. MAUSOLEUM
 - 7. PROPOSED DETACHED GARAGE
 - 8. PROPOSED HOUSE
 - 9. NEW POND / WATER FEATURE
 - 10. POOL / TERRACE AREA
 - 11. FIRE PIT AREA
 - 12. DRIVE / TURN AROUND
 - 13. RESTORED PRAIRIE WILDLIFE AREA
 - 14. EX. TREES
 - 15. SCREEN TREE PLANTING
 - 16. TRAILS / PATHS
 - 17. HABITAT AREA

1" = 200'-0" 

Hayden Stensgard

From: Randy Duke <randyrduke@gmail.com>
Sent: Friday, December 6, 2024 9:01 AM
To: Hayden Stensgard
Subject: Re: Quilling Concept Review Public Hearing | Thursday, December 12, 2024
Attachments: image001.jpg; image002.png; image003.png; image004.png

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

I have concerns about Jason Quillings development plans in Dayton. I own property at 14651 Lawndale Lane and my son owns the piece behind.

1. He wants to use the driveway for access to his property which was paid for by my son and he's maintained it for last 20 years. He owns enough property to access his land without the easement. The easement was originally for access to my sons house. However he now wants to include the 20 acres he bought from Paul Morrisette in the easement access.
2. He has no regard for law or environment which he's proven with past projects.
3. The area is zoned residential, however he continues to store his construction equipment directly in view of my sons living room window. He continually antagonizes the neighbors like this, including the recent addition of floodlights on at night.

The land I and my son own is and always has been 2 separate parcels; there was no splitting. If you have any other questions, dont hesitate to call me at [REDACTED]

On Thu, Dec 5, 2024, 10:30 AM Hayden Stensgard <hstensgard@cityofdaytonmn.com> wrote:

Good morning Randy,

Thank you again for your time today. Please feel free to email me back with you comments regarding the subject item.

Thank you,

Jonna Duke

14661 Lawndale Lane N.,
Dayton, MN 55327
JonnaShaima@gmail.com
612-990-9298

December 9, 2024

City of Dayton Planning Commission

Attn: Jon Sevald, Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Subject: Request for Continuance of Public Hearing Scheduled for December 12, 2025

Dear Mr. Sevald,

I am respectfully requesting a continuance for the public hearing concerning the proposed subdivision plan for "The Farm in Dayton," currently scheduled for December 12, 2025. I received the concept plan via email on December 4, 2025, which did not provide sufficient time to review the materials and prepare a comprehensive response thoroughly.

To ensure meaningful participation and a well-informed contribution to the discussion, I kindly request a postponement of the hearing. This additional time will allow me to adequately assess the proposal and articulate my concerns effectively.

Thank you for your understanding and consideration of this request. I look forward to your prompt response.

Sincerely,

Jonna Duke

Jonna Duke

14661 Lawndale Lane N.,
Dayton, MN 55327
612-990-9298
Jonnashaima@gmail.com

December 10, 2024

Dayton Planning Commission
Attn: Jon Sevald, Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Subject: Written Testimony for December 12, 2025, Public Hearing on "The Farm in Dayton" Subdivision Plan

Dear Members of the Dayton Planning Commission,

I am writing to express my concerns regarding the proposed subdivision plan for "The Farm in Dayton." Due to prior commitments, I am unable to attend the public hearing on December 12, 2025, and respectfully request that this written testimony be included in the official record.

1. Easement Use and Access Road Placement

The existing 30-foot-wide easement (Document No. 8343313) grants shared access rights. My driveway is situated within this easement, and I am concerned about potential interference or unauthorized modifications due to the subdivision plan. Specifically, the installation of permanent gas lines along the centerline of the easement restricts the possibility of constructing an alternative access road, effectively imposing additional use of my driveway without my consent.

According to Minnesota law, any significant alteration or increased burden on an existing easement requires the consent of the affected property owner. The proposed use of my driveway for access to the new subdivision constitutes such an alteration. I request that the Commission ensure that any access road placement does not assume the use of my driveway and that no modifications occur without my explicit written consent.

2. Maintenance Responsibilities

The shared use of the easement necessitates clear agreements on maintenance responsibilities. Typically, the dominant estate (benefiting from the easement) bears the duty to maintain and repair it. However, without a formal maintenance agreement, disputes can arise. I urge the Commission to require a legally binding maintenance agreement that outlines the responsibilities of all parties involved, ensuring the easement remains in good condition and preventing potential conflicts.

3. Property Utilization

The area behind my residence, designated in the concept plan for tree planting, has been paved and is currently used for storing commercial vehicles, trailers, and horse trailers. This usage appears to conflict with the approved plan and may violate residential zoning regulations, which typically prohibit the

outdoor storage of vehicles exceeding a gross vehicle weight rating of 12,000 lbs. and/or 9 feet in height. I request that the Commission investigate this discrepancy and enforce adherence to the approved land use.

4. Fence Placement

A fence has been erected along the property border, with portions encroaching onto my side of the property line. According to Dayton's regulations, fence permits are required prior to the erection of any fence within the city. I recommend that the Commission verify whether the necessary permits were obtained and ensure the fence complies with property line and setback requirements.

5. Light Pollution

The installation of floodlights on the pole barn, along with inset lighting on its east and west sides, has significantly increased light pollution. The floodlights on the north and south sides directly affect my living room, which faces west. This excessive lighting disrupts the rural ambiance that Dayton residents cherish and may contravene local lighting ordinances. I recommend that the Commission assess these lighting installations for compliance and consider measures to mitigate light pollution.

Preservation of Dayton's Rural Character

Maintaining Dayton's rural look and feel is paramount to its residents. The developments mentioned above appear misaligned with this objective. I encourage the Commission to ensure that new developments and property uses harmonize with the community's character and uphold the goals outlined in Dayton's Comprehensive Plan.

Conclusion

I appreciate the Commission's attention to these matters and trust that my concerns will be thoroughly considered during the review of "The Farm in Dayton" subdivision plan. I am available for further discussion or to provide additional information as needed.

Thank you for your time and dedication to preserving the integrity of our community.

Sincerely,

Jonna Duke









Jason Duke
14661 Lawndale Lane N.,
Dayton, MN 55327
Jduke333@gmail.com
612-237-7131

December 11, 2024

Dayton Planning Commission
Attn: Jon Sevald, Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Subject: Written Testimony for December 12, 2025, Public Hearing on "The Farm in Dayton" Subdivision Plan

Dear Members of the Dayton Planning Commission,

I am writing to express my concerns regarding the proposed subdivision plan for "The Farm in Dayton." While I am unable to attend the hearing in person on December 12, 2025, I respectfully request that this letter be included in the official record.

1. Impact on Hunting and Gun Rights

As a resident of this area, I value the ability to safely hunt and exercise my gun rights on private property. Increasing the density of residential developments around this area could restrict the ability of existing property owners to use their land for these purposes. I am particularly concerned that such changes would lead to increased regulations or restrictions on activities that have been part of the community's way of life for years.

The proposed subdivision threatens to introduce conflicting uses of adjacent properties, leading to potential safety concerns and limitations on hunting activities.

2. Pattern of Public Easement Use for Permanent Installations

There is an alarming trend of utilizing public easements for permanent installations. Specifically:

- The placement of **gas lines, sprinklers, other utilities and trees** along the centerline and edges of the easement significantly reduces the flexibility for future uses of this shared space.
- This pattern makes it impossible to create a shared access road centered on the easement, effectively forcing the use of one side of the easement, including parts of our property.

This raises significant questions about whether the easement is being used as originally intended. I urge the Commission to review the legality of these installations and their long-term implications.

3. Issues with Shared Road Placement

The installation of utilities within the easement has effectively made it impossible to construct a shared road along the easement's centerline. This is highly concerning for several reasons:

- **Safety Concerns:** The current setup unfairly burdens one side of the easement, concentrating traffic and potentially creating safety hazards for neighboring properties, especially those with children or livestock.
- **Equity in Use:** The easement was designed for shared access, but the current configuration disproportionately impacts our property by pushing all road-related activities onto our side.

I strongly oppose any further use of the easement for private benefit without explicit written consent from all affected parties.

4. Zoning and Compliance Questions

I also question whether the use of the property as described in the plan aligns with current zoning regulations:

- **Commercial Use Indicators:** The presence of large commercial vehicles, a dumpster, and paved areas suggests the property may already be used for purposes beyond what is permitted.
- **Easement Overreach:** The installation of permanent fixtures in a shared easement area could violate the terms of the easement agreement and the city's development guidelines.

5. Light Pollution Concerns

The lighting installed on the adjacent property, including floodlights on the north and south sides of the pole barn and inset lighting on the east and west sides, has significantly increased light pollution. This directly affects my home and the surrounding area in several ways:

- **Disruption of Rural Character:** The excessive lighting is inconsistent with the rural ambiance that residents value and disrupts the night sky.
- **Impact on Livability:** Bright and intrusive lighting interferes with the enjoyment of my property, affecting both indoor and outdoor spaces.

I urge the Commission to evaluate these lighting installations for compliance with city ordinances and require adjustments to mitigate the impact on neighboring properties.

Conclusion

The proposed subdivision presents significant challenges for neighboring property owners, including threats to hunting and gun rights, safety issues related to easement use, and concerns about light pollution and zoning compliance. I strongly urge the Commission to address these concerns thoroughly before making any decisions.

Thank you for considering this testimony. Please confirm receipt and let me know if additional information is needed.

Sincerely,
Jason Duke



Jonna Duke
14661 Lawndale Lane
Dayton, MN 5537
jonnashaima@gmail.com
612-990-9298

December 7, 2024

City of Dayton Planning Commission
Attn: Jon Sevald, Community Development Director
12260 South Diamond Lake Road
Dayton, MN 55327

Subject: Request for Clarification and Review of Easement and Subdivision Plans (Doc No. 8343313)

Dear Mr. Sevald,

I am writing to request clarification and review regarding the easement described in Doc No. 8343313, recorded with Hennepin County on May 4, 2004, and its relationship to the subdivision plan proposed for "The Farm in Dayton." Specifically, I am concerned about potential impacts on my property and driveway, which may fall within the easement area.

Key Concerns:

1. Driveway Use and Easement Overlap:

- My driveway appears to fall within the 30-foot-wide easement area described in Exhibit C of the easement grant. I would like to confirm whether the proposed subdivision plan allows my neighbor to use or modify my driveway as part of their planned access to the new property.
- I understand that the easement grants shared access for public purposes, but I want to ensure that my existing use of the driveway is protected and that no modifications will occur without my consent.

2. Compliance with Subdivision Plan and Easement:

- The subdivision plan indicates a new driveway for the proposed house, but it is unclear whether this driveway overlaps with my existing driveway or if alternative access is being proposed.
- Please confirm whether the subdivision plan complies with the easement terms and City of Dayton zoning requirements, particularly regarding driveway placement and public access.

3. Floodlights, Nuisances, and Actual Use:

- My neighbor has installed floodlights and other features (e.g., driving green, basketball court) that seem inconsistent with the subdivision plan and could potentially violate City nuisance or zoning ordinances. I request clarification on whether these features align with the approved use of the property.

4. City Standards and Approvals:

- The easement grant requires that all roadway and access improvements comply with City of Dayton standards and obtain approval. Please confirm the process for ensuring that any modifications to the easement area, including driveway construction or shared access, meet these requirements.

Requests for Action:

1. Clarify My Rights Regarding the Easement Area:

- Confirm whether my driveway, located within the easement, is protected for shared use without unauthorized modifications.
- Confirm that any proposed use of the easement by my neighbor does not interfere with my ability to use the driveway.

2. Review Subdivision Plan for Compliance:

- Ensure the subdivision plan respects existing property boundaries, easement terms, and zoning codes.

3. Address Nuisance Concerns:

- Review the floodlights, driving green, and other features for compliance with City nuisance ordinances.

4. Provide Access to Documentation:

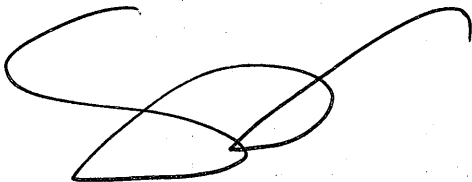
- Please confirm which documents will be available on December 6, 2024, in preparation for the public hearing, including any staff reports, plans, or surveys.

I would greatly appreciate your guidance and clarification on these matters. Please let me know if additional information or documentation is required to support my request.

Thank you for your attention to this matter. I look forward to your response.

Sincerely,

Jonna Duke

A handwritten signature in black ink, consisting of a large, stylized loop followed by a smaller loop and a trailing flourish.









From: [Jennifer Vargas](#)
To: [Jon Sevald](#)
Subject: RE: December 12, 2024 planning commission to consider an application by Jason Quilling
Date: Wednesday, December 11, 2024 9:34:14 PM
Attachments: [IMG_8223.HEIC](#)
[IMG_8222.HEIC](#)

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

Hi Jon,

I am going to try to make it to the meeting tomorrow however, I thought I would reach out to you in advance in regards to our concerns about the above mentioned item. Just in case I do not make it, please include this in the written testimonies.

I took a look at the committee meeting document for tomorrow and after reviewing it, in regards to the proposed subdivision plan for "The Farm in Dayton", I have concerns with privacy, safety and true intent.

1. Privacy: My family and I purchased our property (14581 Lawndale Lane N) with the understanding that the lot behind us was not zoned for a home because it lacked direct road access and, therefore, was unlikely to be developed. This was a significant factor in our decision to buy our home, as it afforded us a sense of privacy and peace. We moved out of a neighborhood with homes in our backyard and my husband and I would like to keep it that way. When Jason Quilling purchased that lot it made sense because he owned the property at 14681 & 14751. They have horses and I figured it would just be an extension of his properties.

I was sad when Quillings cleared out some of their large trees at 14681, but obviously he had the right to do so and I was given the impression it was for the horses. But I was not happy when he hired someone to start clearing out my trees, which luckily we were home and ran back there to stop them. We never made a big deal out of it.

2. Safety: The property at 14681 Lawndale, currently has a paved looking parking lot, four large QT commercial trailers, a flat bed commercial pick up truck, a large roll off dumpster, two other trailers along with a few other things parked along our property lines. To give him access to the easement and have him run his business through there does not seem safe as it is for residential use and families with young children live very close to the easement. Which leads me into my next concern.

3. True Intent: It sounds like the application was filed with intent to build a house but from what is currently going on I question if that is the true reason. It is currently being utilized as a commercial parking lot made evident by the above mentioned items(see attached pictures). My husband and I have invested a lot into our backyard putting in a sports court and pool with a current view of this commercial parking lot, trailers and a dumpster. Not our favorite thing but once again I understand he may do what he wants on his property and we have way bigger things to worry about than this.

Even if the Planning Commission is considering this request, wouldn't it have to make 14681 lawndale Ln a 10 acre lot? This would be in line with the rest of the properties around and I believe is the minimum lot size for "The Farm in Dayton", except for the grandfathered in properties. It was discussed in the Planning Commissions June 2024 meeting in regards to the Schany Parcel that it supported unsewered lots to preserve Dayton's rural character and used Thicket Hills 10 acre lots as the example. To allow property 14681 Lawndale to be anything less than a 10 acre lot would not be in line with the rest of the homes nor would it fall in line with what the Planning Commission has discussed and supported. I don't really see a need for any subdivision at this time as The Quillings have adequate access to the property and, I believe, could have a private easement agreement between their properties if need be.

I grew up in Dayton and I now raise my family in Dayton. I am all about community and want to have great relationships with my neighbors. Jason Quilling usually does really beautiful work to his properties, he really does. I just really don't want to see a house when I look out my back window and with the new pole building, paved parking lot and all the commercial trucks parked along our properties I wonder what the true intent of access to that property is. I also do not believe it to be right to make 14681 Lawndale Ln, anything less than 10 acres.

I appreciate the Planning Commission's consideration of these matters and trust that the concerns of neighboring homeowners will be thoroughly reviewed. Thank you for your time and dedication to preserving the integrity of our community.

Let me know if you are not able to open the attachments. Thank you!

Sincerely,
Jenny Vargas



ITEM:

Ordinance 2025-01 Adopting City fees and escrow schedule for 2025

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Ordinance 2025-01

BACKGROUND:

The Fee Schedule is updated annually and includes all fee categories. The Fee Schedule was last updated August of 2024. 2025 changes to the fee schedule are numerous and are all in red in the attached fee schedule. Almost all of the changes are to cover our costs of actual work being done on the said permits instead of subsidizing those costs with tax levy. Staff tried our best to make this fee schedule more legible and easier to follow as we heard numerous complaints on that in 2024. We combined areas that had different items listed multiple times in different sections which will hopefully make it much easier to read and understand.

The schedule includes the annual increase to water utility rates (3%) and sewer utility rates (2%) and development fees that are mostly 5% but some are higher. It should be noted that we are working on updating our Park and Trail Fees for the development side of things so we are not looking to update any of those currently. We will bring this fee schedule back with those changes once the analysis has been done.

The Council has discretionary authority to adopt, revise or table the Fee Schedule, determining any level of on-going review and also set the timeframe for approval. The fee schedule is broken up into several different sections including general City fees, building inspections, public safety, planning and development, and utility fees.

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

This action is not related to a specific goal but part of typical council action.

RECOMMENDATION:

Staff recommends adoption of Ordinance 2025-01 adopting fees and escrow schedule for 2025.

ATTACHMENT(S):

Ordinance 2025-01 including Exhibit "A" Fee and Escrow Schedule

ORDINANCE NO. 2025-01

CITY OF DAYTON

AN ORDINANCE ADOPTING CITY FEES AND ESCROW SCHEDULE FOR 2025

WHEREAS, the City Code, Zoning and Subdivision Code, provides for fees and escrows to be paid by applicants; and

WHEREAS, the City is required to adopt a fee and escrows schedule.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON ORDAINS AS FOLLOWS:

1. That all previous fees and escrow schedules adopted by the City Council are hereby repealed in their entirety.
2. That the fees and escrows schedule attached hereto as Exhibit A is hereby adopted.
3. This Ordinance shall be effective January 1, 2025

PASSED this 14th day of January, 2025, by the Dayton City Council.

City of Dayton

Dennis Fisher, Mayor

Attest:

Amy Benting, ACA/City Clerk

Published on

**Exhibit “A”
Fee Schedule**



2025 Fee Schedule

SECTION 1: ADMINISTRATIVE

BAW Up to 8 ½" x 11" 10-100 copies:	\$0.25 + Staff Time
BAW Up to 8 ½" x 11" 101 copies +:	\$0.30 + Staff Time
BAW Oversize — 11" x 17":	\$0.50 + Staff Time
Color Up to 8 ½" x 14":	\$1.00 + Staff Time
Color Oversize — 11" x 17":	\$1.20 + Staff Time
Copies/Fax/Maps: (per sheet):	Actual Cost + Staff Time (if retrieval is > 5 min)

City Publications if copies requested

Budget:	Actual Cost + Staff Time
Audit:	Actual Cost + Staff Time
Capital Improvement Plan (CIP):	Actual Cost + Staff Time
Comprehensive Plan:	Actual Cost + Staff Time
Zoning Ordinance:	Actual Cost + Staff Time
Subdivision Ordinance:	Actual Cost + Staff Time
City Code:	Actual Cost + Staff Time
Engineering Design Manual:	Actual Cost + Staff Time
Other Publications:	Actual Cost + Staff Time

SECTION 1: ADMINISTRATIVE/CITY CLERK

Bad Check Fee:	\$40 \$50
Certified Copies:	\$10.00 (after first copy)
Certify for Non-Payment to Taxes:	15% of the bill (Utilities/Escrow)
Credit Card Processing Fee:	2.95%, or a minimum of \$1.95
Penalty for Non-Payment on Utility Account or escrow:	12% of current amount due (assessed 5 days after bill is due)
Interest Charge on Past Due Escrows:	10% 12% annually (if not paid within 30 days of bill date)
Adult Entertainment Establishment	\$5,000
Public Hearing Notices	
Mailings:	Actual Cost
Champlin-Dayton Press Publication:	Actual Cost
Mailing Labels (Hennepin/Wright County):	Actual Cost
Recording – Hennepin/Wright County	
Abstract & Torrens Properties:	Actual Cost + Staff Time
Rental Housing License- Valid for 2 years	
Single Family/Townhome, includes inspection (per unit)	\$300
Re-Inspections (per inspection)	\$100
Apartments (3 or more units)	\$600 per building + \$50 per unit
Inspections – Apartments:	\$50/per unit
Solicitor/Peddler/Transient Merchants	
Application Fee:	\$35
Weekly Fee:	\$30
Monthly Fee:	\$65
Yearly Fee:	\$300
Liquor/Tobacco/Cannabis Licensing - Per Year	
On Sale Liquor License (due July 1st)	\$3,000 \$4,000
Off Sale Liquor (due July 1st)	\$400 \$400
On Sale Sunday Liquor (due July 1st)	\$200
Set up License (due April 1st)	\$425 \$150
On-Sale 3.2 License (due July 1st)	\$200
Off-Sale 3.2 License (due July 1st)	\$15 \$100
On-Sale Wine License (due July 1st)	\$300
Temporary One Day 3.2:	\$15 per day
Temporary Intoxicating Beverage License (per day)	\$25
Brewpub Off-Sale	\$200
Brewpub On-Sale	\$500
Brewer Off-Sale	\$200
Brewer/Tap Room On-Sale	\$300
Microdistillery Off-Sale	\$200
Microdistillery Room On-Sale	\$300
Cocktail/Tasting Room On-Sale	\$300
Tobacco License (due January 1st)	\$200 \$300
Cannabis Registration (due July 1st)*	\$3,000 \$500
Renewal Registration (due July 1st)	\$1,000
Low Potency Cannabis Registration (due July 1st)	\$200 \$125
1st Failed Compliance Check – Any	\$500 Administrative Fine
2nd Failed Compliance Check – Any	\$1,500 Administrative Fine
3rd Failed Compliance Check – Any	Revocation of License

*Note: If Cannabis registration is for a microbusiness, the fee is waived.

SECTION 2: ACTIVITY CENTER

Facility Park Reservation Fees - Per Day		
Refundable Deposit	\$300	\$200.00
Central Park:	\$200.00	\$250
Gazebo reservation (e.g. Cloquet Overlook and Sue McLean Park)	\$75	
McNeil Park:	\$100	
McNeil Park with Lights:	\$450	\$250
Concession Stand:	\$50	
Elsie Stephens Park		
Weekday Rates (Mon-Thur)		
Resident	\$75	
Non-Resident	\$400.00	\$200
Weekend Rates (Fri-Sun)		
Resident	\$175	
Non-Resident	\$200.00	\$350
Facility Reservation Fees		
Refundable Damage Deposit:	\$450.00	\$300.00 (Civic Groups or Non-Profit \$150 deposit)
Weekday Rates (Mon-Thur)		
	Full Day	Hourly (max of full day rate)
Resident	\$150.00	\$40 \$35
Non-Resident	\$475	\$45 \$55
Non-Profit (must show 501-status)	\$400.00	\$25.00
Non-Profit or Civic Group (501c3 or 501c4 – e.g. scouts or lions)	\$400 Free	\$25.00 Free
Weekend Rates (Fri-Sun)		
	Full Day	Hourly (max of full day rate)*
Resident	\$250.00	\$65 \$60
Non-resident	\$275	\$70 \$90
Non-Profit or Civic Group (501c3 or 501c4 – e.g. scouts or lions)	\$100	\$25*
Linen Rental Fees		
75-100 people (11 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)		\$270
50-75 people (8 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)		\$200
25 people (4 tables, double white linen, black linen chair covers, chair sashes, 2 skirted buffet tables, 1 skirted head table)		\$125
Ala Carte Rental - Each		
Skirted Buffet Or Head Table With Top Linen		\$10
Single White Table Linen		\$3
Chair Cover		\$2
Chair Sash		\$1
TECHNOLOGY RENTAL		
Refundable deposit		\$300
Basic Event Package (includes A/V podium system, HDMI compatible, Blu-ray player, projector, screen, wireless mic)		\$250
Ala Carte Rental		
Flat Screen TV Cart (HDMI compatible)		\$75
Wireless Mic & Sound System		\$75
Second Mic		\$25
Computer with wireless mouse & keyboard		\$125
ACTIVITY CENTER & ELSIE STEPHENS PARK PACKAGE**		
Refundable deposit		\$500
Resident		\$375
Non-resident		\$425 \$600
CORPORATE MEETING PACKAGE***		
Refundable deposit		\$500
Rental fee		\$600 \$650
WEDDING RENTAL PACKAGE****		
Refundable Deposit		\$800 \$1,500
Resident Rental		\$800
Non-resident Rental		\$875 \$1,100

~~*Civic groups have free rental, with \$150 refundable deposit, Mon–Thur 4:00pm to 9:00pm~~

* Rentals Fri-Sun are available no more than 45 days ahead of event date

** Activity Center & Elsie Stephens Package includes one day rental (Fri-Sun) at Elsie Stephens Park between 10a-sunset and one day rental (Fri-Sun) activity center rental 10a-midnight. Package is for same-day rental only. Does not include linens, technology package, security, or other additions. City Staff has discretion to temporarily adjust ordinances upon review of the application and event.

*** Corporate Meeting Package includes one day rental of activity center, Mon-Thurs 8a-5p, basic event technology package, and choice of linens package. price does not include any ala carte or additional items.

**** Wedding Package includes one day rental for 3 hours (Fri-Sun) at Elsie Stephens Park between 10a-Sunset and one day rental (Fri-Sun) Activity Center Rental 10a-midnight. Park & full day Activity Center is for same-day rental only. The price includes 2 hours of setup time at the Activity Center the night before event, if the building is not previously rented. Package also includes Basic Event Technology Package, and choice of Linens Package. Price does not include any Ala Carte or additional items.

Miscellaneous

NONRESIDENT NOTARY FEE

\$1.00 Per Document

SECTION 3: BUILDING**

Accessory Building over 200 square feet (Non-Residential)	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Additional C/O Inspections (after 3 inspections, each)	\$100
Basement Refinishing, Remodels, and Additions Requiring Building Permit:	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Discount for homes 20 years or older (remodels, basement finishes, additions)	25% reduction on Permit fee ¹ and Plan Check ² + State Surcharge ³
Building moving permit:	Based on valuation ¹ + State Surcharge ³
Building Re-inspection fee (after 2 nd inspection):	\$47
Deck permit:	\$275 \$325 + \$1 State Surcharge ³
Driveway Permit (residential):	\$50 + \$1 State Surcharge³
Driveway/Parking area permit (non-residential Less than 1 acre disturbed):	\$100 + \$1 State Surcharge³
Driveway/Parking area permit (non-residential 1 acre or more disturbed):	Based on valuation¹ + Plan Check² + State Surcharge³
Fire Suppression Permit	Based on valuation ¹ + Plan Check ²
Fence permit, fences < 7 feet:	\$100
Fence Permit, Fences > 7 feet:	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Fireplace permit (residential): With new construction/addition/ alteration permit	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
Landscaping/Site Review Escrows (if required):	\$3,000.00 (minimum escrow)
Mechanical Permit (Non-residential and apartment buildings):	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Mechanical Permit (Residential): with new construction/addition/ alteration permit	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
Mobile Home:	Based on valuation ¹ + State Surcharge ³
Modular Home Plan Review:	Based on valuation ¹ + State Surcharge ³
New Construction Homes (Includes Townhomes, Row Homes, and similar)	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Non-Residential New Construction	Based on valuation ¹ + Plan Check ² + State Surcharge ³
Plan Check fees	Plan Check ²
Plumbing permit (Non-Residential):	Based on valuation ¹ + State Surcharge ³
Plumbing Permit (Residential): With new construction/addition/ alteration permit	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
Plumbing Permit (residential): when separate from new construction/addition/altera	\$64 + \$5 Per Additional Fixture + \$1 (State surcharge)-
Water Meter (Residential): With New Construction Permit	Actual Cost incurred by City
Accessory Buildings over 200 square feet (Residential)	
200 to 1,250 square feet (sq. ft.)	\$300 + \$1 state surcharge
1,251 sq. ft. and over	\$400 + State Surcharge ³

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be **Based on valuation¹ + Plan Check² + State Surcharge³** (see section 10 below). When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

**NOTES: Connection fees, and building permits are non-transferable. In the event that escrows are depleted, the applicant shall be invoiced or additional escrow may be required.

SECTION 4: Over The Counter

Drain Tiling	\$64 \$85 + \$1 State Surcharge ³
Fireplace permit (residential): when separate from new construction/addition/altera	\$64 + \$5 Per Additional Fixture + \$1 (State surcharge)-
Mechanical Permit (Residential): When separate from New Construction/additiona	\$64 + \$5 Per Additional Fixture + \$1 (State surcharge)-
Permit to exceed road restrictions:	\$100
Re-roofing permit (per Structure):	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
RPZ	\$64 \$85 + \$1 State Surcharge ³
Septic system tank demolition:	\$50
septic system permit/site inspection:	\$400
Septic system repair:	\$125
Siding Permit (per structure):	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
Utility/ROW Permit:	\$100.00 + \$3,000 Escrow or \$10,000 annually
Water Heaters:	\$45 \$30 + \$1 State Surcharge ³
Water Softener:	\$45 \$30 + \$1
Windows/door replacement (per Structure)	\$64 \$85 + \$5 Per Additional Fixture + \$1 State Surcharge ³
Connection Charges	
Sewer	\$75 \$100 + \$1 State Surcharge ³ = \$76.00
Water	\$75 \$100 + \$1 State Surcharge ³ = \$76.00 + Water Meter Fee in Section
Demolition Permits	
Commercial Units	\$200.00 + \$1 State Surcharge ³ = \$204.00
Garages/Barns/ Pools/Mobile Homes	\$50 + \$1 State Surcharge ³ = \$54.00
Multiple Family Structures	
First two units	\$150 + \$1 State Surcharge ³ = \$154.00
Each additional unit	\$50
Single-Family Structure	\$100 + \$1 State Surcharge ³ = \$104.00
Small Cell Wireless Facility Co-location Permit	
5 or less	\$500
Each additional unit	\$100
New Structure Permit (Per Pole)	\$1,000

SECTION 5: Planning*

Additional Consultant Review	Actual cost
Commercial Kennel License (5 dogs)	See IUP/CUP in Section 6
Irrigation systems for new systems not installed with home (city sewer/water)	\$99 + \$1 State Surcharge ³
Residential Kennel License (5 dogs)	See IUP/CUP in Section 6
Swimming pool permit (in ground pools or above ground pools over 5,000 gallons)	Based on valuation ¹ + State Surcharge ³
Project Recovery Rate Factor	
Engineering Services:	Actual Cost
Legal services:	Actual Cost
Miscellaneous Consultants:	Actual Cost
City Staff Services:	\$85.00 (Per Hour)
Public Hearing Notices	
Mailings:	Actual Cost
Champlin-Dayton Press Publication:	Actual Cost
Mailing Labels (Hennepin/Wright County):	Actual Cost
Agriculture Preserve Application (min 40 acres):	\$50.00 per application-(per Statute)
Zoning Letter	\$50.00 per property
Sign Permit	
Change in sign face (no increase in size):	\$25
Increase in size of existing sign:	Based on valuation ¹ + State Surcharge ³ (\$75 \$85 min)
New sign on existing support:	Based on valuation ¹ + State Surcharge ³ (\$75 \$85 min)
New permanent monument sign:	Based on valuation ¹ + State Surcharge ³ (\$75 \$85 min)
New permanent pole mounted sign:	Based on valuation ¹ + State Surcharge ³ (\$75 \$85 min)
New permanent wall sign:	Based on valuation ¹ + State Surcharge ³ (\$75 \$85 min)
Temporary/Event signage:	\$25
Non-Profit Temporary Event signage:	No Cost (if documented 501c3)
Work Without Permit	
Double Fee	

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on Based on valuation¹ + Plan Check² + State Surcharge³ (see section 10 below) with the most similar construction type. When work requiring a permit has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The minimum investigation fee shall be no greater than the permit fee.

SECTION 6: Development **

Administrative Subdivision:	\$500 \$600 Application Fee;
Comprehensive Plan Amendment:	\$300 \$400 Application Fee; \$3,500.00 Escrow
WCA Violation	\$5,000 Escrow
EAW, EIS, AUAR Application	\$300 \$400 Application Fee; \$6,000 Escrow
Conditional Use Permit (CUP) or Interim Use Permit (IUP)	
Residential/Agriculture District	\$450 \$250 Application Fee; \$800.00 Escrow
All Other Districts	\$300 \$400 Application Fee; \$1,800.00 Escrow
Administrative Home Occupation	\$50 \$85 Application Fee
Extended Home Business	Same as IUP Fees and Escrow
Concept Plan Review	\$300 \$400 Application Fee; \$3,500.00 Escrow
Development/Land Use Sign (for public hearings)	\$50.00 per sign (as determined by City Staff)
Grading/Excavating Permit When Not in a Development (cubic yards)	
50 – 99	Free
100 – 999	\$100.00 for first 100 cubic yards, plus \$65.00 per each additional 100 cubic yards or fraction thereof
1000 – 9,999	\$350.00 for the first 1,000 cubic yards plus \$60.00 per each additional 1,000 cubic yards or fraction thereof
10,000 – 99,000	\$650.00 for the first 10,000 cubic yards plus \$50.00 per each additional 10,000 cubic yards or fraction thereof
100,000 and over	\$1,200.00 for first 100,000 cubic yards plus \$25.00 per each additional 10,000 cubic yards or fraction thereof.
Hauling Fee When Using City Streets (materials hauled in or out of site)	
less than 50,000 cubic yards	Free
Greater than 50,000 cubic yards	First 50,000 cubic yards costs \$0 plus \$.55 per additional one cubic yard or fraction thereof
Planned Unit Development	
Preliminary:	\$300 \$400 Application Fee; \$5,000.00 Escrow
Final:	\$300 \$400 Application Fee; \$5,000.00 Escrow
Amendment:	\$300 \$400 Application Fee; \$2,000.00 Escrow
Plat Fees	
Preliminary Plat:	\$300 \$400 Application Fee; \$275.00 per lot, or <u>\$5,000 (whichever is greater) Escrow. Initial escrow shall be capped \$15,000</u>
Final Plat:	\$300 \$400 Application Fee and \$6,000 escrow at application AND <i>Initial</i> Escrow of 4% of Construction costs as determined by City Engineer due at pre-construction meeting prior to development work starting
Rezoning or Text Amendment:	\$300 \$400 Application Fee; \$2,500.00 Escrow
Site Plan Application:	\$300 \$400 Application Fee; \$1,500.00 Escrow
Technology/Software fee included in final plat, paid at time of application:	\$450 \$250 per lot fee
Variance	
Residential or Agriculture District:	\$450 \$250 Application Fee; \$1,000.00 Escrow
All other districts:	\$300 \$400 Application Fee; \$2,000.00 Escrow
Waiver of Plat:	\$300 \$400 Application Fee; \$1,500.00 Escrow
Wetland Application	
No loss determination:	\$450 \$250 Application Fee; \$2,000.00 Escrow
Exemption:	\$450 \$250 Application Fee; \$650.00 Escrow
Replacement Plan:	\$450 \$250 Application Fee; \$1,800.00 Escrow
Wetland Delineation Review:	\$450 \$250 Application Fee; \$2,000.00 Escrow
Wetland Banking Application:	\$450 \$250 Application Fee; \$1,250.00 Escrow
Land Development WCA Review 1-25 Lots:	\$300 \$400 Application Fee; \$2,500.00 Escrow
Land Development WCA Review 26-50 lots:	\$300 \$400 Application Fee; \$3,000.00 Escrow
Land development WCA review each lot over 50:	\$300 \$400 Application Fee; \$25.00 Per Lot Escrow after 50 lots (base \$3,000 Escrow)
Inspection of Restoration Plan	\$250

** **Note:** In addition to the above fees, applicants shall be responsible for any and all staff fees/costs, attorney fees/costs, and outside consultant fees/costs incurred by the City for the review of the application and other appurtenant work. The current attorney’s fee hourly rate is \$200.00-\$225.00 (subject to change). The applicant shall be required to deposit with the City an escrow in an amount determined by the City sufficient for payment of projected staff, attorney’s, and outside consultant fees/costs. If the escrow amount is not deposited with the City, the application shall be deemed incomplete. Additional escrow will be required should the account be depleted or deemed insufficient to cover costs incurred. Any remaining escrow left after the project’s close out shall be refunded. For each final plat application, construction cost estimates shall be submitted to the City and will be subject to review and approval of the City Engineer.

Section 7: Police, Fire, & Public Safety

POLICE	
False Alarm – Police (Third One and Each Thereafter Per Calendar Year)	\$100
Contract Security (per hour)	\$125
Finger Printing (each)	\$20
Police Reports (each)	\$10
Color/Digital Photos (each)	\$10
Squad Video (each)	\$30
Body Worn Camera Video (each)	\$30
Other Videos (each)	\$30
Accident Report (each)	\$10
Special Vehicle Permit (valid for 3 years)	\$30
Equipment Charge: (Per Hour)	
Police Squad	\$50
DANGEROUS DOG	
Annual Registration (includes sign)	\$490 \$499
Additional Sign	\$10 \$50
Tags (each)	\$5
FIRE	
Fire Watch/Fire Department Standby (Per Hour)	\$95
Hazardous Material Incident (Per Hour)	\$95
False Alarm Fine – Fire (Third One and Each Thereafter Per Calendar Year)	\$100
Fireworks Permit	\$400 \$1,000
Fire Code Violation	\$250
Burn Permit	\$50
Burning Without a Permit (Unauthorized Burn)	\$300
Fire Reports (each)	\$10
Equipment Charge: (Per Hour)	
Pumper/Utility	\$150
Tanker	\$150
Rescue/Chief Squad/UTV	\$50
Staff Cost (Per Hour Per Employee)	\$95
Fire Inspections	
First follow-up:	Free
Second follow-up:	\$100
Third follow-up:	\$150
Fourth follow-up:	\$200
Temporary Membrane Structure and Tents	
First Unit	\$75
Each Additional Unit	\$25
PUBLIC SAFETY	
Large Assembly Permit (Per Event)	\$60

Section 8: Utilities

utility/ROW permit	\$400.00 Permit fee AND \$3,000 escrow per permit OR \$10,000 escrow for the year
Water Utility Rates (billed bi-monthly)	
Water Availability Fee*	\$46.60 \$17.10
Water Base:	\$46.60 \$17.10
Water Usage Billed per 1,000 gallons:	
0-6,000 gallons	3.62 \$3.73
6,001-10,000 gallons	4.00 \$4.12
0,001-33,000 gallons	4.38 \$4.51
More than 33,001 gallons	4.80 \$4.94
Hydrant water usage	4.80 \$4.94
Irrigation Accounts Only (billed bi-monthly)	
Water Usage: Per 1,000 (Gal) 0-500,000 GAL:	3.62 \$3.73
Water Usage: Per 1,000 (Gal) 500,001-1,250,000 GAL:	4.00 \$4.12
Water Usage: Per 1,000 (Gal) 1,250,001-2,500,000 GAL:	4.38 \$4.51
Water Usage: Per 1,000 (Gal) Over 2,500,000 GAL:	4.80 \$4.94
Sewer Utility Rates (billed bi-monthly)	
Sewer Base:	\$23.36 \$23.82
Sewer Usage Billed per 1,000 (gal)	5.09 \$5.19
Sewer Only NDL 1,000 (gal) and over:	8.95 \$9.85
MN Connect Fee:	\$1.62
Champlin Fee Per Unit Natures Crossing (monthly)	\$43.05 \$13.31
Water Meter Base Fees (billed bi-monthly)	
Residential Meter:	46.6 \$17.10
1 inch meter	49.34 \$50.82
1 1/2 Inch meter	63.44 \$65.34
2 inch meter	402.16 \$105.22
3 inch meter	387.52 \$399.15
4 inch meter	492.44 \$507.21
6 inch meter	739.78 \$761.97
10 inch meter	4761.38 \$1,814.22
Late Charges/Penalties/Fees	
Late Fee Penalty (Current Amount Due)	10%
Assessment Certification Penalty (When Assessed to County)	15%
Non-Response for Water Meter Maintenance (Initiated by City)	\$200 400 per billing cycle
Water Shut-Off and Reconnection Fee	\$150

*Notes: (Residents with available water service and have not connected)

Section 9: Development Trunk & Connection Fees

Trunk Area Charges	Non-Residential	Residential (per unit)	High Density (12 units or greater)
Storm water	9,086 \$10,218 /acre	3,494 \$3,669 /unit	483 \$507 /unit
Sanitary Sewer	6,754 \$7,592 /acre	2,597 \$2,727 /unit	356 \$374 /unit
Water	10,527 \$11,839 /acre	4,049 \$4,251 /unit	673 \$707 /unit
Park Dedication	\$7,900/acre	\$4,497/unit	\$3,129/unit
Trail Dedication	\$3,214/acre	\$2,796/unit	\$2,541/unit
Connection Fees (Paid with Building permit)	Non-Residential	Residential	High Density
Sewer access charge (SAC)	\$924 \$967 /unit	\$924 \$967 /unit	\$548 \$575 /unit
Met Council Sewer access charge (SAC)	\$2,485/unit	\$2,485/unit	\$2,485/unit
Water Access Charge (WAC)	\$13,408 \$15.078 /acre	\$5,157 \$5,415 /unit	\$796 \$836 /unit
	\$12,596 \$13,226 /acre, \$6,298		
Maple Grove WAC (paid to Maple Grove in South Dayton)	\$6,613 /acre (church with no weekday usage)	\$3,149 \$3,306 /unit	\$2,519 \$2,645 /unit
Sanitary sewer lateral charge	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement	Credit eligibility calculated as part of development agreement

*Acre represents development acre defined as: Developable Area = Total Site Area - Wetland per NWI Floodplain
*Per unit residential based on average 3 units per acre density

Section 10: Valuation Building Permit Fees, Plan Check, & State Surcharge

¹ Valuation Based Building Permit Fees see below table	
¹ Total Valuation:	Fee
\$1.00 - \$500.00	\$23.50
\$501.00 - \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 - \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$2,000.00
\$25,001.00 - \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 - \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001 - \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00
\$1,000,001.00 and up	\$5,608.75 for the first 1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof.
² Plan check fee types	
² Plan Check Types:	Charge
New Construction Homes (includes townhomes, row homes, and similar):	65% of Permit Fee
Non-Residential and Apartment Buildings:	65% of Permit Fee
Master Plan Designated New Construction Homes:	25% of Permit Fee
³ State Surcharges when based on valuation	
³ Total Valuation:	State Surcharge
Fixed permit fee amount	\$1 or one-half mill (.0005) of the fee whichever is greater
Valuation of \$1,000,000 or less	One-half mill (.0005) of the valuation of the structure, addition, or alteration
Valuation between \$1,000,000 to \$2,000,000	\$500 plus two-fifths mill (.0004) of the value between \$1,000,000 to \$2,000,000
Valuation between \$2,000,000 to \$3,000,000	\$900 plus three-tenths mill (.0003) of the value between \$2,000,00 to \$3,000,000
Valuation between \$3,000,000 to \$4,000,000	\$1,200 plus one-fifth mill (.0002) of the value between \$3,000,000 to \$4,000,000
Valuation between \$4,000,000 to \$5,000,000	\$1,400 plus one-tenth mill (.0001) of the value between \$4,000,000 to \$5,000,000
Valuation greater than \$5,000,000	\$1,500 plus one-twentieth mill (.00005) of the value greater than \$5,000,000.

ITEM:

Resolution 02-2025; Official Designations and Appointments for 2025

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Resolution 02-2025; Adopting Official Designations and Appointments for 2025

BACKGROUND:

At the first meeting of each year the City Council discusses official designations and appointments. Attached is a resolution with blanks that will be filled in during the meeting based on City Council discussion and direction. For the commission liaisons staff suggests choosing an alternate for each so that in the event there is an absence staff can call on the alternate.

Staff also recommends changing what you are a liaison for from year to year.

As a point of reference only, below are the appointments that were set for 2024:

Deputy Mayor- David Fashant

Planning Commission- Dennis Fisher /Alternate- Scott Salonek-

Meets the 1st Thursday of the month

Park Commission- Matt Trost /Alternate- Travis Henderson-

Meets the 1st Tuesday of the month

Elm Creek Watershed- Doug Bains /Alternate- Travis Henderson

League of Minnesota Cities- Zach Doud /Alternate- Amy Benting

N/W Hennepin League of Municipalities- Dennis Fisher /Alternate- David Fashant-

Meets the 2nd Thursday of the month

I-94 Corridor Commission- Zach Doud/Alternate- Marty Farrell

I-94 Chamber- Dennis Fisher /Alternate- David Fashant

EDA/HRA- Scott Salonek & David Fashant /Alternate- Matt Trost

Meets the 3rd Tuesday of the month

Fire Relief Association Rep- Matt Trost /Staff: Amy Benting-

Meets the 4th Tuesday?

Assistant Weed Inspector- Hunter Dotseth, CSO

Metro Cities- David Fashant

North Metro Mayors- Dennis Fisher/ Alternate- David Fashant-

Meets the 3rd Wednesday of the month

CRITICAL ISSUES:

There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

This action is not related to a specific goal but part of typical council action.

RECOMMENDATION:

Staff recommends adoption of Resolution 02-2025 based on decisions made for each designating made at the meeting.

ATTACHMENT(S):

Resolution 02-2025

**CITY OF DAYTON
COUNTIES OF HENNEPIN AND WRIGHT
RESOLUTION NO. 02 -2025**

**RESOLUTION SETTING OFFICIAL DESIGNATIONS AND APPOINTMENTS
FOR 2025**

WHEREAS, the City Council of the City of Dayton ordains the following official designations and appointments for the year 2025

DEPUTY MAYOR:

COUNCIL LIAISON TO COMMISSIONS:

PLANNING COMMISSION: / Alternate-

PARK COMMISSION: / Alternate-

ELM CREEK WATERSHED: / Alternate-

LEAGUE OF MINNESOTA CITIES: / Alternate-

N/W HENNEPIN LEAGUE OF MUNICIPALITIES: / Alternate-

I-94 CORRIDOR COMMISSION: / Alternate-

I-94 CHAMBER: / Alternate-

ECONOMIC DEVELOPMENT COMMISSION: / Alternate-

FIRE RELIEF ASSOCIATION REP: / Staff: Amy Benting

ASSISTANT WEED INSPECTOR: Hunter Dotseth, CSO

METRO CITIES:

NORTH METRO MAYORS: / Alternate-

Passed this 14th day of January 2025 by the City Council of the City of Dayton

Motion was made by Councilmember _____, seconded by Councilmember _____.
The motion passed _____.

Mayor: Dennis Fisher

ATTEST: _____
ACA/ City Clerk Amy Benting

ITEM:

Filling a Planning Commission vacancy

PREPARED BY:

City Clerk, Amy Benting

POLICY DECISION / ACTION TO BE CONSIDERED:

Sara Van Asten was on the Planning commission and was elected on to Council, so the remainder of Sara's term needs to be filled. This would run until July 30, 2026. The Council appoints one of the applicants to fill the term.

BACKGROUND:

Staff posted and advertised for the opening, December 5th through January 6th. 6 applications were received. Please review the applications and reach out to the individuals if you have any questions. At the Council meeting you will all need to decide who to appoint to the commission. The six applicants are: (listed in alphabetical order)

Tony Albright
Daniel Heinzmann
Bob Hernz
Alex Pouliot
Colton Ramsey
Jeff Sargent

RECOMMENDATION:

Choose one of the candidates to fill the vacancy

ATTACHMENT(S):

Applications



Appointment Application to City Commissions & Boards

APPLICANT NAME Anthony J. Albright

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

Home Address: 14101 Berkshire Ln N Phone (H): _____

E-mail Address: agreatagent@gmail.com Phone (C): 320-288-8173

How long have you lived or worked in the City of Dayton? 1 Years 8 Months

Employment (Firm and Occupation): Senior Technical Training Specialist

Educational Background: Ph. D (Rhetoric, Writing, and Culture)

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

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

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

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

Prior experience on City Boards/Commissions: _____

Browns Valley, MN Lions Club Treasurer (2008),

Candidate for Dayton City Council (2024),

Applicant for Planning Commission (2024),

Resident Advisory Board, Reed Hall, NDSU (2018-2020)

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

I am seeking appointment to the planning commission for the same reason I sought election to the city council. I feel the city is in need of diverse opinions and solid plans and I feel I can provide insight into the hopes, dreams, and opinions of others in the city like me. I don't view my election performance as a defeat. While I wasn't elected, more than 1500 voters validated my belief that there is an appetite for well-planned development that matches the city's prospects for growth. If anything, appointment to this commission will help me gain further insight and be even more helpful to those Daytonians who voted for my perspective. Rome was not built only by Vitruvius, and Dayton's future will rely on more than just professional engineers and developers. It needs to work for people. I seek appointment to the commission because I was asked to seek it by the people.

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

My first job was hand-raising calves who were in danger of being killed by the bull.

This taught me empathy. I used the money from raising the calves to go on a missions trip to Mexico, where at 16 years old, I helped build a church in a slum of a Tiajuana. At 18, I joined the Army's 1st Special Forces Group (A) as a parachute rigger and served honorably until 2005, when I left to return to my community. I taught my way through college, earning my AA in Humanities, BA and MA in Theatre, and my previously mentioned Ph. D. I've worked for Infinite Campus since finishing my doctorate in 2020. I'm married with two adult children and a surprise on the way. I moved to Dayton to Homestead in 2022.

Signature: 

Date: 9 December 2024

Return

to:

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

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

**STATEMENT OF
RIGHTS**

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Daniel Matthew Heinzmann

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

Home Address: 16251 125th Ave N Phone (H): _____

E-mail Address: dannyheinzmann@yahoo.com Phone (C): 612-636-3612

How long have you lived or worked in the City of Dayton? 1 Years 7 Months

Employment (Firm and Occupation): City of Leon Rapids, Utilities Superintendent

Educational Background: Bachelors Degree SCSU, Public Works Executive Fellowship (Honore Graduate level)

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

- ☒ Planning Commission (1st Thursday, 6:30 PM)
☐ Parks Commission (1st Tuesday, 6:30 PM)
☐ EDA Commission (3rd Tuesday, 7:30 AM)

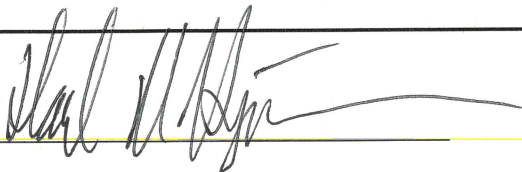
Prior experience on City Boards/Commissions: At the City of Edina: Safety Committee LMC Labor Management Committee, NMJHL North Metro Youth Hockey Association Vice President 2 years, President 2 years. City of Leon Rapids, Reconstruction planning Utilities, Employee Breakfast Recognition, Attended City Council Meetings & Work Sessions for multi million dollar projects.

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. My Utilities and engineering background for various planning from storm water management to water comprehensive plans, Risk management plan, Tower design & build, Scada, Safety & Security has been a priority. My knowledge of building out at a feasible timeframe and as well as managing big projects and providing important information to the City Council for work sessions have been a strength of mine. I also believe in timing & building out at the right pace so we can grow the City of Dayton Responsibly.

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

I have worked with Streets on pavement management, Parks Projects, Splash Pools. Given direction to council for important matters. I have great interpersonal skills that help when speaking directly with the public. I understand the engineering, water, sewer, storm, streets programs and that getting items into the capital improvement plan is critical for having sustainable infrastructure.

Signature:



Date:

5/31/24

Return
to:

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

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

STATEMENT OF RIGHTS

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Robert "Bob" Hernz

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

Home Address: 11025 Quantico Ln N **Phone (H):** 763-545-5955

E-mail Address: bob.hernz@gmail.com **Phone (C):** 651-728-0893

How long have you lived or worked in the City of Dayton? 3 Years 4 Months

Employment (Firm and Occupation): Retired

Educational Background: BA Public Administration, Graduate Studies in Public Administration

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

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

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

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

Prior experience on City Boards/Commissions: Service on Golden Valley Bike & Trail Task Force, 1998 - Elected School Board Director, Robbinsdale Area Schools, ISD# 281.

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. My previous 30+ years working in management positions in Local and State government and the private sector has highlighted for me the critical role that citizen commissions play in the development of sound public policy. The Planning Commission in local government provides critical recommendations to the City Council on important and at times controversial matters related to development, land use and growth in a community.

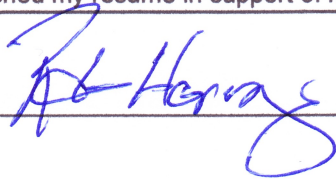
I believe my past professional and volunteer experience would be of benefit to the Dayton community through my service on the Dayton Planning Commission.

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

My past experience as Director of Public Safety for the City of Golden Valley included the management and oversight of the Police, Fire and Building and Inspections Departments. This diverse experience has shown me how decisions involving development, land use and growth can impact and involve various government agencies and department that must be considered in these policy decisions.

Additionally, in my past service on various boards and as an elected member of the Robbinsdale Area Schools Board of Education, I have demonstrated a proven track record as a consensus builder. I have worked to develop common ground on difficult issues that benefit the organization and community and that are compliant with applicable laws and regulations. I have attached my resume in support of my application.

Signature: _____



Date: December 10, 2024 _____

Return

to:

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

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

**STATEMENT OF
RIGHTS**

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Alex Parliat

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

Home Address: 12271 Pineridge Way N Phone (H): 763 678 4612

E-mail Address: alex34 Par @ gmail.com Phone (C): 1

How long have you lived or worked in the City of Dayton? 2 Years 0 Months

Employment (Firm and Occupation): USPS Letter Carrier

Educational Background: Coon Rapids High School Attended University of Alabama

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

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

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

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

Prior experience on City Boards/Commissions: None

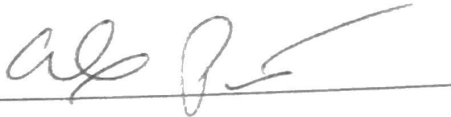
Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton.

I love Dayton. This is where I have chosen to raise my family. I want to keep the charm that attracted me to move here while also making sure the city advances in a measured way.

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

In the past I worked with County Planning
Commission to site renewable energy projects.
I understand the process. Currently I am the
Union steward for my office.

Signature:



Date:

1/6/2025

Return

to:

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

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

STATEMENT OF RIGHTS

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Colton Ramsay

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

Home Address: 11481 E. French lake road, Dayton. **Phone (H):** _____

E-mail Address: 95cramsay@gmail.com **Phone (C):** (763) 257-2561

How long have you lived or worked in the City of Dayton? 5 Years 2 Months

Employment (Firm and Occupation): Realtor with Exp Realty out of Edina.

Educational Background: 2 years college at Bethel University business major.

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

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

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

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


Prior experience on City Boards/Commissions: None

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

I believe I can help contribute to the overall future of the city of Dayton. I am a responsible, competent, and unbiased lifelong resident of Dayton / Champlin who is interested in serving his community. Planning for a community I plan on living in for the next 50 years, while retaining as much of the Dayton Charm we all have grown to love is my goal.

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

I understand the term Land developer is an ugly word around the city of Dayton, but being the son of a local residential developer of 40+ years I believe I am uniquely suited to help guide Dayton into the next phase of growth. My entire life has been experience in watching, listening, and learning how communities are built. With my 10+ years real estate experience I am knowledgeable about the housing market, have relationships with local builders, and can use examples from past experience in what makes a community flourish vs fail as I have spent time in various neighborhoods of almost every city in the metro. With all this being said I don't want to see every inch of Dayton developed or lose its rural character that I was raised enjoying. The future is coming regardless, I would like to see Dayton hold onto the best of both worlds.

Signature:  Colton Ramsay

Date: 01/06/25

Return

to:

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

Telephone:
(763) 421-1791

Fax:
(763) 427-3708

Email: abenting@cityofdaytonmn.com

**STATEMENT OF
 RIGHTS**

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____



Appointment Application to City Commissions & Boards

APPLICANT NAME Jeff Sargent

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

Home Address: 16500 Territorial Trail Phone (H): 612-201-2289

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

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

Employment (Firm and Occupation): City of New Hope, Director of Community Development
UW Eau Claire → B.S. Urban Economics

Educational Background: Metro State → Master's Degree, Public and Non-Profit Administration

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

- ☒ Planning Commission (1st Thursday, 6:30 PM)
☐ Parks Commission (1st Tuesday, 6:30 PM)
☐ EDA Commission (3rd Tuesday, 7:30 AM)

Prior experience on City Boards/Commissions: I have served as a staff liaison for variance boards, planning commissions, economic development authorities and city councils over the past 20+ years of my employment

Provide a short paragraph summarizing why you are seeking an appointment to a Board or Commission in the City of Dayton. I have a lot of experience preparing staff reports and presenting planning cases to planning commissions. I truly understand the importance that this commission has in shaping the community. Now that my children are older, I would like to give back to my community and hopefully provide meaningful insight and discussion on future land use proposals in Dayton.

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

I have worked in municipal government for my entire 24-year career. I feel that my experience would provide a value to the planning commission. I have managed many public hearings when discussing both contentions and welcomed proposals and know how to navigate through both. I am at the time of my life where I would love to give back to my community.

Signature: _____

[Handwritten Signature]

Date: _____

12/10/24

Return

to:

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

Telephone:

(763) 421-1791

Fax:

(763) 427-3708

Email: abenting@cityofdaytonmn.com

STATEMENT OF RIGHTS

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

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

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

FOR OFFICE USE ONLY:

Date Application Received _____

Date Distributed to Council _____

ITEM:

Consideration of Approval of an Amendment to the Zoning Ordinance regarding Cannabis Businesses

PREPARED BY:

Hayden Stensgard, Planner II

BACKGROUND/OVERVIEW:

The Minnesota Legislature passed a law in 2023 legalizing adult-use cannabis statewide, giving certain authority to municipalities and counties related to zoning and registration. Cities and counties are tasked with adopting provisions in their respective zoning ordinances regarding time, place and manner for the adult-use cannabis business practices identified in [MN Statute 342](#). The State of Minnesota's Office of Cannabis Management (OCM) has stated they will be prepared to begin issuing business licenses after January 1, 2025.

In September, staff brought this item to the Planning Commission and City Council for discussion and feedback regarding the eventual zoning ordinance amendment adoption, with the goal to have the ordinance established by January 1, 2025. Staff has since reviewed recommendations made by both bodies, and incorporated them into a draft ordinance for review and consideration for adoption.

ANALYSIS

Land Use & Zoning

Local governments have the authority to adopt a local ordinance regarding cannabis businesses related to time, place, and manner. State statute requires that the City must allow all license types somewhere within its jurisdiction.

With the attached draft of the cannabis zoning ordinance, staff listed the allowable areas, and to what capacity (permitted or conditional use) to reflect where similar uses are currently allowed in Dayton. Examples include retail locations for cannabis businesses are allowed where liquor stores and tobacco retail are allowed, cannabis manufacturers would be allowed where manufacturing is currently allowed, etc. The draft incorporates the Commission and Council's direction that if parcels are being utilized for cannabis-related operations, the use should be confined to the space within the building on-site, eliminating any issues with site pollution or things of the like. Specific direction identified by both the Planning Commission and City Council included the following:

- The City Council's preference was to not allow cannabis related home occupations.
- The City Council also preferred that the buffer requirement for liquor licenses be incorporated into the requirements for cannabis businesses (100 feet from a school).
- Retail Registration Limits: The City Council preferred that the market control the number of retail locations in town, rather than adopting a provision setting a limit.

Some considerations for municipalities regarding local ordinances include provisions addressing odor and security. The proposed ordinance includes a provision requiring an odor mitigation system for all principal use cannabis licensed businesses to mitigate odor pollution to the surrounding areas, but does not include a provision requiring certain security measures as it seems that should be left to the location to find security measures necessary for their operations to succeed.

Buffer Options

City's are allowed by statute to establish the following buffer requirements, but cannot exceed the distances noted below, established by statute.

- 1,000 feet of a school
- 500 feet of a day care facility
- 500 feet of a residential treatment facility
- 500 feet of a public park attraction regularly used by minors. Examples include playgrounds and ballfields.

Currently, the only buffer requirements Dayton enforces is the location of liquor licenses within 100 feet of a school and church. The State law does not give local authority to buffer these businesses from religious institutions. As such, the buffer requirement from school property is reflected in the draft cannabis ordinance attached. The City Council recommended the cannabis-business buffer requirements reflect those of the liquor store location requirements.

Adult-Use Areas

The law explicitly authorizes individuals to use adult-use cannabis flower and adult-use cannabis products:

- In a private residence, including the individual's curtilage or yard.
- On private property, not generally accessible by the public, unless the owner of the property prohibits the use of the products.
- On the premises of an establishment or event licensed to permit onsite consumption.
- Cannot use where smoking is prohibited under the Minnesota Clean Air Act.

Public places, such as parks and rights-of-way, are left to the discretion of the City. The City Council recently adopted an ordinance addressing the use of cannabis in public places.

Retail Registration Authority

- Allowable limits to registering retail locations (Cannabis Retail, Mezzobusinesses, Microbusinesses) except lower-potency hemp edible retailers.
 - The rule by statute is a minimum 1 location to be allowed per 12,500 must be permitted.
 - In Dayton's case, the strictest limitation would be only allowing 1 location for retail within the City limits not including lower-potency hemp edible retailers.
 - If a county has one cannabis retailer registration per 12,500 residents, a city located within the county is not obligated to register a cannabis retailer.

Through the discussion in September, the City Council was not interested in establishing a limit to retail registrations within the City. As such, the proposed ordinance does not include provisions for this. In the event that over-saturation of the market occurs within the City for retail locations, the City Council can direct staff to review these provisions and consider adding language regarding the number of retail locations allowed.

Hours of Operation

MN Statute does not allow for cannabis retail businesses to conduct operations between the time of 2:00 a.m. to 8 a.m. Monday through Saturday, and 2:00 a.m. to 10:00 a.m. on Sundays. City's do have the opportunity to further limit this to no more stringent than 10:00 a.m. and 9:00 p.m. seven days a week.

The draft ordinance does not address this, if the City Council is interested in adopting an ordinance to further limit the hours of operation, they would do so through the City Code amendment regulating local registration of these retail locations.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing at their regular meeting on December 12, 2024 and unanimously recommended approval of the ordinance amendment. The Planning Commission also reviewed the allowance of retail business within the City and at what capacity those businesses would be allowed. Originally, the Planning Commission requested that retail cannabis be a conditional use permit in those districts where permitted. Following further discussion, the Planning Commission proposed that retail business be permitted in the same manner as alcohol and tobacco retail businesses are permitted, aligning with the consensus of the City Council when discussed this ordinance in September. The ordinance has been revised to reflect this change.

RELATIONSHIP TO CITY COUNCIL GOALS

This is not related to any specific goals of the City Council.

ROLE OF THE CITY COUNCIL

The City Council is asked to review and consider the ordinance recommended for adoption by the Planning Commission.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance amendment. It is possible that when the OCM is finished with their rulemaking period, this ordinance may need to be amended further to comply with any changes made at the state level. The ordinance would be then brought back to the Planning Commission and City Council to address those changes, if any.

ATTACHMENTS

Draft Ordinance

Table of Uses – Cannabis-licensed Businesses (for reference)

Minnesota Office of Cannabis Management Local Government Guide

League of Minnesota Cities – Adult-Use Cannabis: What Cities Need to Know

Dayton Zoning Map

ORDINANCE NO. 2024-XX

CITY OF DAYTON

HENNEPIN AND WRIGHT COUNTIES, MINNESOTA

**AN ORDINANCE AMENDING THE DAYTON CITY CODE REGARDING CANNABIS
BUSINESSES**

THE CITY COUNCIL OF THE CITY OF DAYTON ORDAINS:

SECTION 1. AMENDMENT. Dayton City Code 1001 is hereby amended by adding the underlined material as follows:

1001.15 Cannabis Businesses

Subd. 1 Purpose and Intent. The purpose of this section is to preserve and protect the public health, safety, welfare, neighborhood character, and minimize negative community impacts by enacting effective regulatory and enforcement controls through minimum land use requirements for State-licensed cannabis businesses within the City of Dayton.

Subd. 2 Definitions. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

Subd. 3 Minimum Buffer Requirements.

- (1) The City of Dayton shall prohibit the operation of a cannabis business within 100 feet of a school measured from nearest property boundaries.
- (2) Pursuant to Minn. Stat. 462.367 subd. 14, nothing in this section shall prohibit an active cannabis business from continuing operation at the same site if a school moves within the minimum buffer zone.

Subd. 4 Zoning and Land Use.

(1) All cannabis-related Uses shall adhere to the following standards:

- a. All cannabis licensed businesses and properties within the City of Dayton shall adhere to the guidelines established by Minn. Stat. 342, the standards within this section, and any other applicable provisions of the Dayton City Code, Zoning Ordinance and Subdivision Ordinance.
- b. The facility shall display its state issued license on the interior of the facility, visible to the public, at all times.

- c. At the facility, any and all cultivation, manufacturing/processing, storage, display, sales or other distribution of cannabis shall occur within an enclosed building and shall not be visible from the exterior of the building.
 - d. All principal use cannabis licensed facilities shall have an odor mitigation system installed to eliminate or lessen any potential odor pollution created at the facility.
 - e. No person or facility shall dispose of cannabis or cannabis-containing products in an unsecured waste receptacle not in possession and control of the licensee and designed to prohibit unauthorized access.
 - f. Outdoor storage is prohibited for all cannabis-related uses herein.
 - g. No cannabis or paraphernalia shall be displayed or kept at the facility so as to be visible from outside the premises.
 - h. No cannabis or lower-potency hemp business shall be allowed within any residential zoning districts.
 - i. Home Occupations and Home-Extended Businesses for all cannabis and lower-potency hemp licensed operations are prohibited.
 - j. Signage for such businesses shall be guided by Section 1001.20 of the Dayton City Code.
- (2) Cannabis Cultivation. Cannabis businesses licensed or endorsed for cultivation (medical or recreational) are allowed as a permitted principal use in the following zoning districts:
- a. A-1 (Outdoor Cultivation Only)
 - b. I-1 (Indoor Cultivation Only)
 - c. I-2 (Indoor Cultivation Only)

(3) Cannabis Delivery Service.

- a. Cannabis businesses licensed for delivery service are allowed as a permitted principal use in the following zoning districts:
 - 1. B-4

2. I-1

- b. Accessory Use. Cannabis businesses licensed for microbusiness, mezzobusiness, retail, medical cannabis combination business, transportation, or wholesale, can obtain a license or endorsement for delivery service as an accessory use at that same location.

(4) Cannabis Manufacturer.

- a. Cannabis businesses licensed or endorsed for cannabis manufacturer (recreational or medical) are allowed as a permitted principal use in the following zoning districts subject to manufacturing-specific standards established in the Zoning Ordinance:

1. I-1
2. I-2

(5) Cannabis Mezzobusiness.

- a. Cannabis businesses licensed or endorsed for cannabis mezzobusiness are allowed as a conditional principal use in the following districts.

1. B-4
2. I-1
3. I-2

- b. Cultivation as part of a cannabis mezzobusiness shall not occur outdoors.

(6) Cannabis Microbusiness.

- a. Cannabis businesses licensed or endorsed for cannabis microbusiness are allowed as a conditional principal use in the following districts.

1. B-4
2. I-1
3. I-2

- b. Cultivation as part of a cannabis microbusiness shall not occur outdoors.

(7) Cannabis Retail.

- a. Cannabis businesses licensed or endorsed for cannabis retail (medical or recreational) are allowed as a permitted principal use in the following districts:

1. GMU-1
2. GMU-2
3. GMU-3
4. GMU-5
5. B-2
6. B-3

- b. Cannabis businesses licensed or endorsed for cannabis retail (medical or recreational) are allowed as a Conditional principal use in the following districts:

1. GMU-4
2. I-1

- (8) Cannabis Testing Facility. Cannabis Businesses licensed or endorsed for cannabis testing facility are allowed as a permitted principal use in the following districts:

- a. B-4
- b. I-1
- c. B-P

- (9) Cannabis Transportation.

- a. Cannabis businesses licensed or endorsed for transportation are permitted as a principal use in the following zoning districts:

1. B-4
2. I-1

- b. Accessory Use. Cannabis businesses licensed for cultivation, delivery, manufacturing, microbusiness, mezzobusiness, wholesaling, processing or testing can obtain a license or endorsement for transportation as an accessory use.

- (10) Cannabis Wholesale.

- a. Cannabis businesses licensed or endorsed for wholesaling are allowed as a permitted principal use in the following districts, subject to specific standards for wholesale uses established in the Zoning Ordinance:

1. I-1
2. B-P

- b. Cannabis businesses licensed or endorsed for wholesaling are allowed as a conditional principal use in the following districts, subject to specific standards for wholesale uses established in the Zoning Ordinance:

- 1. B-4

(11) Lower-potency Hemp Edible Manufacturer.

- a. Hemp businesses licensed or endorsed for lower-potency hemp edible manufacturer are allowed as a permitted principal use in the following zoning districts subject to manufacturing-specific standards established in the Zoning Ordinance:

- 1. I-1

- 2. I-2

- b. Accessory Use. Lower-potency hemp edible manufacturing licenses or endorsements can be obtained and operated at the same location as a Brewpub, Brewery or Microdistillery.

- c. Lower-potency Hemp Edible Manufacturing and Cannabis Manufacturing licenses may be located on the same property.

(12) Lower-potency Hemp Edible Retailer.

- a. Lower-potency hemp edible retail businesses as a principal use are subject to the same zoning ordinance regulations as a cannabis retail principal use.

- b. Businesses where tobacco, liquor, and/or cannabis retail licenses are held are allowed to hold a lower-potency hemp edible retailer license as regulated by Minn. Stat. 342.

(13) Medical Cannabis Combination Business. Cannabis businesses licensed or endorsed for cultivation are allowed as a conditional principal use in the following districts.

- a. B-4

- b. I-1

- c. I-2

(14) Medical Cannabis Processor. Cannabis businesses licensed or endorsed for

medical cannabis processor are allowed as a permitted principal use in the following zoning districts:

- a. I-1
- b. I-2

(15) Temporary Cannabis Events. Temporary Cannabis Events shall be subject to Chapter 93 of the Dayton City Code regarding Large Assemblies.

- a. Temporary cannabis events shall not occur on properties zoned Residential.

Subd. 5 Local Government as a Cannabis Retailer

- (1) The City of Dayton may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.
- (2) The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses.
- (3) The City of Dayton shall be subject to all same rental license requirements and procedures applicable to all other applicants.

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

Adopted by the City Council of the City of Dayton this 14th day of January 2025.

Mayor Dennis Fisher

ATTEST:

Amy Benting, City Clerk

Motion by _____ Seconded by _____

Motion passed _____

Published in THE PRESS on _____.

Principal Cannabis Uses by District																												
Use Types “P” = Permitted “C” = Conditionally Permitted “I” Interim Permitted “A” Accessory Permitted	Zoning Districts																											Additional Requirements (Section References)
	A-1	A-2	S-A	R-1	R-1A	R-2	R-3	R-E	R-M	R-H	R-MH	R-O	GMU-1	GMU-2	GMU-3	GMU-4	GMU-5	V-M	P-R	B-1	B-2	B-3	B-4	I-1	I-2	B-P		
Cannabis Cultivator	P*																							P**	P**		*Outdoor Only **Indoor Only	
Cannabis Delivery Service																							P	P			Permitted Acc. Use to Microbusiness, Mezzobusiness, Retail, Transportation, Wholesale and Medical Cannabis Combination Business	
Cannabis Event Organizer																											See City Code Section 93: Large Assemblies	
Cannabis Manufacturer																								P	P			
Cannabis Mezzobusiness																							C	C	C		Indoor Cultivation Only	
Cannabis Microbusiness																							C	C	C		Indoor Cultivation Only	
Cannabis Retailer													P	P	P	C	P				P	P		C			Includes Medical Retail	
Cannabis Testing Facility																							P	P		P		
Cannabis Transporter																							P	P			Permitted Acc. Use to Cultivation, Manufacturing, Microbusinesses, Mezzobusinesses, Wholesaling, Processing, and Testing.	
Cannabis Wholesaler																							C	P		P		
Lower-potency Hemp Edible Manufacturer																								P	P		Accessory Use to Brewpubs, Breweries, and Microdistilleries	
Lower-Potency Hemp Edible Retailer													P	P	P	C	P				P	P		C			Permitted Accessory to locations with active liquor, tobacco or cannabis retail license	

Cannabis Uses by District																												
Use Types “P” = Permitted “C” = Conditionally Permitted “I” Interim Permitted “A” Accessory Permitted	Zoning Districts																											Addition Requirements (Section Reference)
	A-1	A-2	S-A	R-1	R-1A	R-2	R-3	R-E	R-M	R-H	R-MH	R-O	GM U-1	GM U-2	GM U-3	GM U-4	GM U-5	V-M	P-R	B-1	B-2	B-3	B-4	I-1	I-2	B-P		
Medical Cannabis Combination Business																							C	C	C			
Medical Cannabis Processor																								P	P			



A Guide for Local Governments on Adult-Use Cannabis



Table of Contents

<i>Introduction</i>	<i>3</i>
<i>About OCM</i>	<i>4</i>
<i>Cannabis License Types</i>	<i>5</i>
<i>Adult-Use Cannabis Law</i>	<i>7</i>
<i>Cannabis Licensing Process.....</i>	<i>8</i>
<i>General Authorities</i>	<i>10</i>
<i>Zoning and Land Use</i>	<i>12</i>
<i>Local Approval Process</i>	<i>15</i>
<i>Inspections and Compliance Checks</i>	<i>18</i>
<i>Municipal Cannabis Stores</i>	<i>19</i>
<i>Creating Your Local Ordinance</i>	<i>20</i>
<i>Additional Resources</i>	<i>21</i>

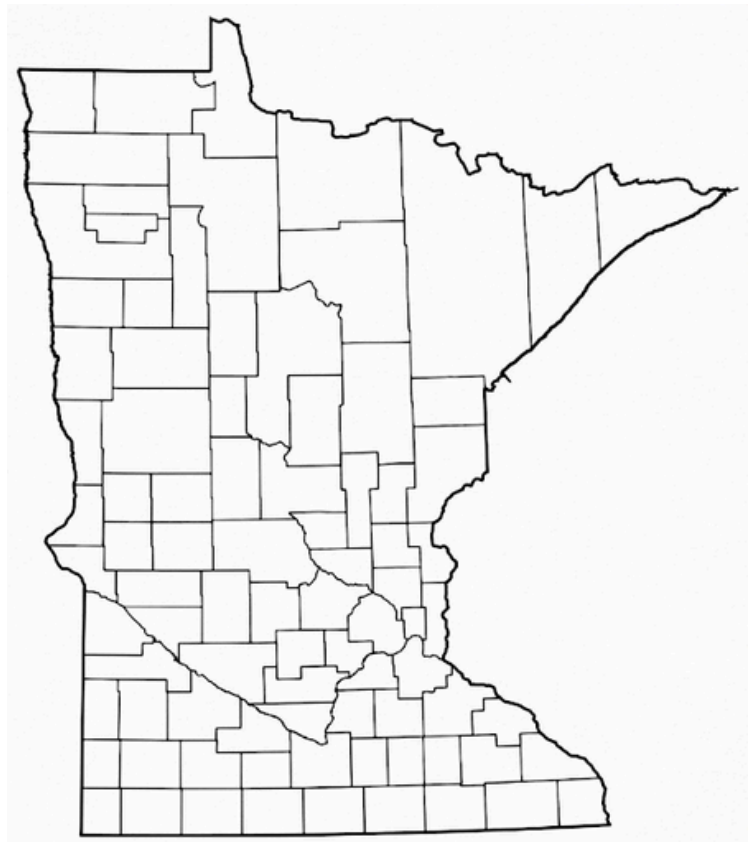
Introduction

This guide serves as a general overview of **Minnesota’s new adult-use cannabis law**, and how **local governments** can expect to be involved. The guide also provides important information about Minnesota’s new Office of Cannabis Management (OCM), and the office’s structure, roles, and responsibilities. While medical cannabis continues to play an important role in the state’s cannabis environment, this guide is primarily focused on the adult-use cannabis law and marketplace.

The following pages outline the variety of cannabis business licenses that will be issued, provide a broad summary of important aspects of the adult-use cannabis law, and cover a wide range of expectations and authorities that relate to local governments. This guide also provides best practices and important requirements for developing a local cannabis ordinance.

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Mentions of “adult-use cannabis law” or “the law” throughout this guide refer to Chapter 342 and the changes made to it.

As of this guide’s date of publication, state regulations governing the adult-use cannabis market have not yet been published — **this document will be updated** when such regulations become effective.



This guide is not a substitute for legal advice, nor does it seek to provide legal advice. Local governments and municipal officials seeking legal advice should consult an attorney.

About OCM

Minnesota's **Office of Cannabis Management** is the state regulatory office created to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. Housed within OCM are the **Division of Medical Cannabis** (effective July 1, 2024), which operates the medical cannabis program, and the **Division of Social Equity**, which promotes development, stability, and safety in communities that have experienced a disproportionate, negative impact from cannabis prohibition and usage.



OCM, through Chapter 342, is tasked with establishing rules and policy and exercising its regulatory authority over the Minnesota cannabis industry. In its duties, OCM is mandated to:

- Promote public health and welfare.
- Protect public safety.
- Eliminate the illicit market for cannabis flower and cannabis products.
- Meet the market demand for cannabis flower and cannabis products.
- Promote a craft industry for cannabis flower and cannabis products.
- Prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition.

OCM governs the application and licensing process for cannabis and hemp businesses, specific requirements for each type of license and their respective business activities, and conducts enforcement and inspection activities across the Minnesota cannabis and hemp industries.

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business.

Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.

The Adult-Use Cannabis Law

Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

For Individuals

- **Possession limits:**
 - Flower – 2 oz. in public, 2 lbs. in private residence
 - Concentrate – 8 g
 - Edibles (including lower-potency hemp) – 800 mg THC
- **Consumption** only allowed on private property or at licensed businesses with on-site consumption endorsements. Consumption not allowed in public.
- **Gifting** cannabis to another individual over 21 years old is allowed, subject to possession limits.
- **Home cultivation** is limited to four mature and four immature plants (eight total) in a single residence. Plants must be in an enclosed and locked space.
- **Home extraction** using volatile substances (e.g., butane, ethanol) is not allowed.
- **Unlicensed sales** are not allowed.



For Businesses

- **Advertising:**
 - May not include or appeal to those under 21 years old.
 - Must include proper warning statements.
 - May not include misleading claims or false statements.
 - Billboards are not allowed.
- The flow of all products through the supply chain must be tracked by the state-authorized **tracking system**.
- All products sold to consumers and patients must be **tested for contaminants**.
- **Home delivery** is allowed by licensed businesses.



The Cannabis Licensing Process

An applicant will take the following steps to proceed from application to active licensure. As described, processes vary depending on social equity status and/or whether the type of license being sought is capped or uncapped in the general licensing process.

License Preapproval: Early Mover Process for Social Equity Applicants

The license preapproval process is a one-time application process available for verified social equity applicants. State law requires OCM to open the application window on July 24, 2024, and close the window on August 12, 2024. The preapproval process is available for the following license types, and all are capped in this process: microbusiness, mezzobusiness, cultivator, retailer, wholesaler, transporter, testing facility, and delivery service.

Preapproval steps:

1. Applicant's social equity applicant (SEA) status verified.
2. Complete application and submit application fees.
3. Application vetted for minimum requirements by OCM.
4. Application (if qualified) entered into lottery drawing.
5. If selected in lottery, OCM completes background check of selected applicant and issues license preapproval.
6. Applicant with license preapproval* submits business location and amends application accordingly.
7. OCM forwards completed application to local government.
8. Local government completes certification of zoning compliance.
9. OCM conducts site inspection.
10. When regulations are adopted, license becomes active, operations may commence.

*For social equity applicants with license preapproval for microbusiness, mezzobusiness, or a cultivator license, they may begin growing cannabis plants prior to the adoption of rules if OCM receives approval from local governments in a form and manner determined by the office. This is only applicable to cultivation and does not authorize retail sales or other endorsed activities of the licenses prior to the adoption of rules.

The Cannabis Licensing Process (cont.)

The general licensing process will align with the adoption of rules and OCM will share more information about the timing of general licensing process. The general licensing process includes social equity applicants and non-social equity applicants.

General Licensing: Cultivator, Manufacturer, Retailer, Mezzobusiness

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. Application (if qualified) entered into lottery drawing.
4. If selected in lottery, OCM completes background check of selected applicant and issues preliminary approval.
5. Applicant with preliminary approval submits business location and amends application accordingly.
6. OCM forwards completed application to local government.
7. Local government completes certification of zoning compliance.
8. OCM conducts site inspection.
9. License becomes active, operations may commence.*

General Licensing: Microbusiness, Wholesaler, Transporter, Testing Facility, Event Organizer

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. For qualified applicants, OCM completes background check of vetted applicant and issues preliminary approval.
4. Selected applicant submits business location and amends application accordingly.
5. OCM forwards completed application to local government.
6. Local government completes certification of zoning compliance.
7. OCM conducts site inspection.
8. License becomes active, operations may commence.*

*For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 16 for information on the local retail registration process.

General Authorities

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

Cannabis Retail Restrictions (342.13)

Local governments may limit the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality, as long as there is **at least one retail location per 12,500 residents**. Local units of government are not obligated to seek out a business to register as cannabis business if they have not been approached by any potential applicants, but cannot prohibit the establishment of a business if this population requirement is not met. Local units of government may also issue more than the minimum number of registrations. Per statutory direction, a municipal cannabis store (Page 19) cannot be included in the minimum number of registrations required. For population counts, the state demographer estimates will likely be utilized.

Tribal Governments (342.13)

OCM is prohibited from and will not issue state licenses to businesses in Indian Country without consent from a tribal nation. Tribal nations hold the authority to license tribal cannabis businesses on tribal lands – this process is separate than OCM’s licensing process and authority. Subject to compacting, Tribal nations may operate cannabis businesses off tribal lands. There will be more information available once the compacting processes are complete.

Taxes (295.81; 295.82)

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Cannabis retailers will be subject to the same real property tax classification as all other retail businesses. Real property used for raising, cultivating, processing, or storing cannabis plants, cannabis flower, or cannabis products for sale will be classified as commercial and industrial property.

General Authorities (cont.)

Retail Timing Restrictions (342.13)

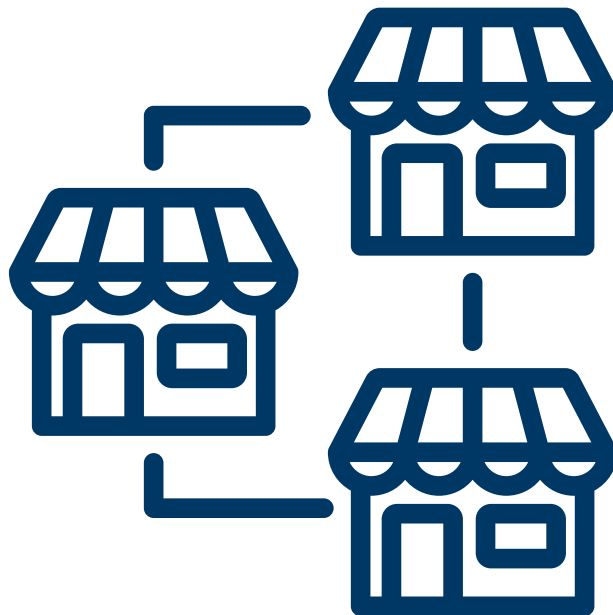
Local governments may prohibit retail sales of cannabis between the hours of 8 a.m. and 10 a.m. Monday-Saturday, and 9 p.m. and 2 a.m. the following day.

Operating Multiple Locations with One License

Certain cannabis licenses allow for multiple retail locations to be operated under a single license, with the following limitations:

- **Retailers:** up to five retail locations.
- **Mezzobusinesses:** up to three retail locations.
- **Microbusinesses:** up to one retail location.
- **Medical cannabis combination businesses:** one retail location per congressional district. Additionally, medical cannabis combination businesses may cultivate at more than one location within other limitations on cultivation.

For all other license types, one license permits the operation of one location. Each retail location requires local certification and/or registration.



Zoning and Land Use

Buffer Guidelines (342.13)

State law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Zoning Guidelines

While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite, and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Industrial hemp is an agricultural product, and should be zoned as such.

Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business. Note that certain types of licenses may be able to perform multiple activities which may have different zoning analogues. In the same way municipalities may zone a microbrewery that predominately sells directly to onsite consumers differently than a microbrewery that sells packaged beer to retailers and restaurants, so too might a municipality wish to zone two microbusinesses based on the actual activities that each business is undertaking. Table 1, included on Pages 13 and 14, explains the types of activities that cannabis businesses might undertake, as well as, some recommended existing zoning categories.

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cultivation	Cultivator Mezzobusiness Microbusiness Medical Cannabis Combination	"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.	Indoor: Industrial, Commercial, Production Outdoor: Agricultural	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Cannabis Manufacturing, Processing, Extraction	Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This group of endorsed activities turn raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals.	Industrial, Commercial, Production	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Hemp Manufacturing	Lower-Potency Hemp Edible (LPHE) Manufacturing	These business convert hemp into LPHE edible products.	Industrial, Commercial, Production	Odor Waste, water, and energy
Wholesale	Wholesale Cultivator Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This activity and license type allows a business to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.	Industrial, Commercial, Production	Need for transportation from facility Security

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities (continued)

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cannabis Retail	Retail Mezzobusiness Microbusiness Medical Cannabis Combination	This endorsed activity and license types allow a business to sell cannabis and cannabis products directly to consumers.	Retail, Neighborhood Shopping Districts, Light Industrial, Existing districts where off-sale liquor or tobacco sales are allowed.	Micros may offer onsite consumption, similar to breweries. Micros and Mezzos may include multiple activities: cultivation, manufacture, and/or retail.
Transportation	Cannabis Transporter	This license type allows a company to transport products from one license type to another.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Delivery	Cannabis Delivery	This license type allows for transportation to the end consumer.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Events	Event Organizer	This license entitles license holder to organizer a temporary event lasting no more than four days.	Anywhere that the city permits events to occur, subject to other restrictions related to cannabis use.	On site consumption. Retail sales by a licensed or endorsed retail business possible.

Local Approval Process

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. Once an applicant has been vetted by OCM and is selected for proceeding in the verification process, they are then required to receive the local government's certification of zoning compliance and/or local retail registration before operations may commence.



Local Certification of Zoning Compliance (342.13; 342.14)

Following OCM's vetting process, local governments must **certify** that the applicant with preliminary approval has achieved **compliance with local zoning ordinances** prior to the licensee receiving final approval from OCM to commence operations.

During the application and licensing process for cannabis businesses, OCM will notify a local government when an applicant intends to operate within their jurisdiction and request a certification as to whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code.

According to Minnesota's cannabis law, a local unit of government has 30 days to respond to this request for certification of compliance. If a local government does not respond to OCM's request for certification of compliance within the 30 days, the cannabis law allows OCM to issue a license. OCM may not issue the final approval for a license if the local government has indicated they are not in compliance.

OCM will work with local governments to access the licensing software system to complete this zoning certification process.

Local Approval Process (cont.)

Local Retail Registration Process (342.22)

Once the licensing process begins, local government registration applies to cannabis retailers or other cannabis/hemp businesses seeking a retail endorsement. Local governments must issue a retail registration after verifying that:

- The business has a valid license or license preapproval issued by OCM.
- The business has paid a registration fee or renewal fee to the local government;
 - Initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee, whichever is less, and renewal registration fees may be \$1,000 or half the amount of the applicable renewal license fee, whichever is less.
- The business is found to be in compliance with Chapter 342 and local ordinances.
- If applicable, the business is current on all property taxes and assessments for the proposed retail location.

Local registrations may also be issued by counties if the respective local government transfers such authorities to the county.

Determining a Process for Limiting Retail Registrations

If a local government wishes to place a limitation on the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality (as long as there is at least one retail location per 12,500 residents, see Page 10), state law does not define the process for a local government's selection if there are more applicants than registrations available. A few options for this process include the use of a lottery, a first-come/first-serve model, a rolling basis, and others. Local governments should work with an attorney to determine their specific process for selection if they wish to limit the number of licensed cannabis retailers per 342.13. Local governments are not required to limit the number of licensed cannabis retailers.

Local Approval Process (cont.)

Local governments are permitted specific authorities for registration refusal and registration suspension, in addition to—and not in conflict with—OCM authorities.

Registration and Renewal Refusals

Local governments may refuse the registration and/or certification of a license renewal if the license is associated with an individual or business who no longer holds a valid license, has failed to pay the local registration or renewal fee, or has been found in noncompliance in connection with a preliminary or renewal compliance check.



Local Registration Suspension (342.22)

Local governments may suspend the local retail registration of a cannabis business or hemp business if the business is determined to not be operating in compliance with a local ordinance authorized by 342.13 or if the operation of the business poses an immediate threat to the health and safety of the public. The local government must immediately notify OCM of the suspension if it occurs. OCM will review the suspension and may reinstate the registration or take enforcement action.

Expedited Complaint Process (342.13)

Per state law, OCM will establish an expedited complaint process during the rulemaking process to receive, review, read, and respond to complaints made by a local unit of government about a cannabis business. Upon promulgation of rules, OCM will publish the complaint process.

At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Within this process, if a local government notifies OCM that a cannabis business poses an immediate threat to the health or safety of the public, the office must respond within one business day.

Inspections & Compliance Checks

Local governments are permitted specific business inspection and compliance check authorities, in addition to—and not in conflict with—OCM authorities.

Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.



Municipal Cannabis Stores

As authorized in Chapter 342.32, local governments are permitted to apply for a cannabis retail license to establish and operate a municipal cannabis store.

State law requires OCM issue a license to a city or county seeking to operate a single municipal cannabis store if the city or county:

- Submits required application information to OCM,
- Meets minimum requirements for licensure, and
- Pays applicable application and license fee.

A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342.

A municipal cannabis store cannot be counted as retail registration for purposes of determining whether a municipality's cap on retail registrations imposed by ordinance.



Creating Your Local Ordinance

As authorized in 342.13, a local government may adopt a local ordinance regarding cannabis businesses. Establishing local governments' ordinances on cannabis businesses in a timely manner is critical for the ability for local cities or towns to establish local control as described in the law, and is necessary for the success of the statewide industry and the ability of local governments to protect public health and safety. The cannabis market's potential to create jobs, generate revenue, and contribute to economic development at the local and state level is supported through local ordinance work. The issuance of local certifications and registrations to prospective cannabis businesses is also dependent on local ordinances.

- Local governments may not prohibit the possession, transportation, or use of cannabis, or the establishment or operation of a cannabis business licensed under state law.
- Local governments may adopt reasonable restrictions on the time, place, and manner of cannabis business operations (see Page 11).
- Local governments may adopt interim ordinances to protect public safety and welfare, as any studies and/or further considerations on local cannabis activities are being conducted, until January 1, 2025. A public hearing must be held prior to adoption of an interim ordinance.
- If your local government wishes to operate a municipal cannabis store, the establishment and operation of such a facility must be considered in a local ordinance.



Model Ordinance

For additional guidance regarding the creation of a cannabis related ordinance, please reference the addendum in this packet.

Additional Resources

OCM Toolkit for Local Partners

Please visit OCM webpage (mn.gov/ocm/local-governments/) for additional information, including a toolkit of resources developed specifically for local government partners. The webpage will be updated as additional information becomes available and as state regulations are adopted.

These resources are also included in the addendum of this packet.

Toolkit resources include:

- Appendix A: Model Ordinance
- Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist
- Appendix C: Enforcement Notice from the Office of Cannabis Management
- Appendix D: Notice to Unlawful Cannabis Sellers

Local Organizations

There are several organizations who also have developed resources to support local governments regarding the cannabis industry. Please feel free to contact the following for additional resources:

- League of Minnesota Cities
- Association of Minnesota Counties
- Minnesota Public Health Law Center

Appendix A: Model Ordinance

Cannabis Model Ordinance

The following model ordinance is meant to be used as a resource for cities, counties, and townships within Minnesota. The italicized text in red is meant to provide commentary and notes to jurisdictions considering using this ordinance and should be removed from any ordinance formally adopted by said jurisdiction. Certain items are not required to be included in the adopted ordinance: 'OR' and (optional) are placed throughout for areas where a jurisdiction may want to consider one or more choices on language.

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE (CITY/COUNTY OF) TO REGULATE CANNABIS BUSINESSES

The (city council/town board/county board) of (city/town/county) hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

(insert local authority) makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes (insert local authority) to protect the public health, safety, welfare of (insert local here) residents by regulating cannabis businesses within the legal boundaries of (insert local here).

(insert local authority) finds and concludes that the proposed provisions are appropriate and lawful land use regulations for (insert local here), that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

A county can adopt an ordinance that applies to unincorporated areas and cities that have delegated authority to impose local zoning controls.

(insert local authority) has the authority to adopt this ordinance pursuant to:

- Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of

a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of (insert local here).

(Optional) (insert city here) has delegated cannabis retail registration authority to (insert county here). However, (insert city here) may adopt ordinances under Sections (2.6, 3 and 4) if (insert county here) has not adopted conflicting provisions.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The elected body of a jurisdiction can choose to designate an official to administer and enforce this ordinance.

The (insert name of local government or designated official) is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the (insert local here) to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

A city or town can delegate authority for registration to the County. A city or town can still adopt specific requirement regarding zoning, buffers, and use in public places, provided said requirements are not in conflict with an ordinance adopted under the delegated authority granted to the County.

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within (insert local here) without first registering with (insert local here).

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

A jurisdiction can choose to conduct a preliminary compliance check prior to issuance of retail registration.

Prior to issuance of a cannabis retail business registration, (insert local here) (shall/shall not) conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, (insert local here) shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

(insert local here) shall not charge an application fee.

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by (insert local here) shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The (insert local here) shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- v. (Insert additional standards here)

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. (Insert additional standards here)
- (C) Once an application is considered complete, the (insert local government designee) shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) (Optional) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The (insert local here) shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these [chapter/section/ordinances].

The (insert local here) shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A jurisdiction may decide to treat location changes as a new registration, or alternatively treat a location change as allowable subject to compliance with the rest of the registration process.

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of (insert local here).

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of (insert local here), it shall notify (insert local here) of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The (insert local here) shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by (insert local here).

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The (insert local here) may charge a renewal fee for the registration starting at the second renewal, as established in (insert local here)'s fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Insert additional items here

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The (insert local here) may suspend a cannabis retail business's registration if it violates the ordinance of (insert local here) or poses an immediate threat to the health or safety of the public. The (insert local here) shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The (insert local here) shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide (insert local here) and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

A jurisdiction can wait for a determination from the OCM before reinstating a registration.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The (insert local here) may reinstate a registration if it determines that the violations have been resolved.

The (insert local here) shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the (insert local here) may impose a civil penalty, as specified in the (insert local here)'s Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

A jurisdiction may choose to set a limit on the number of retail registrations within its boundaries. The jurisdiction may not however, limit the number of registrations to fewer than one per 12,500 residents.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within (insert local legal boundaries here).

(Optional) If (insert county here) has one active cannabis retail businesses registration for every 12,500 residents, the (insert local here) shall not be required to register additional state-licensed cannabis retail businesses.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to (insert number <= minimum required).

Section 3. Requirements for Cannabis Businesses

State Statutes note that jurisdictions may “adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business.” A jurisdiction considering other siting requirements (such as a buffer between cannabis businesses, or a buffer from churches) should consider whether there is a basis to adopt such restrictions.

3.1 Minimum Buffer Requirements

A jurisdiction can adopt buffer requirements that prohibit the operation of a cannabis business within a certain distance of schools, daycares, residential treatment facilities, or from an attraction within a public park that is regularly used by minors, including a playground or athletic field. Buffer requirements are optional. A jurisdiction cannot adopt larger buffer requirements than the requirements here in Section 3.1. A jurisdiction should use a measuring system consistent with the rest of its ordinances, e.g. from lot line or center point of lot.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-1,000] feet of a school.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a day care.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a residential treatment facility.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

(Optional) The (insert local here) shall prohibit the operation of a cannabis retail business within [X] feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

For jurisdictions with zoning, said jurisdiction can limit what zone(s) Cannabis businesses can operate in. As with other uses in a Zoning Ordinance, a jurisdiction can also determine if such use requires a Conditional or Interim Use permit. A jurisdiction cannot outright prohibit a cannabis business. A jurisdiction should amend their Zoning Ordinance and list what zone(s) Cannabis businesses are permitted in, and whether they are permitted, conditional, or interim uses. While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business.

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.3 Hours of Operation

A jurisdiction may adopt an ordinance limiting hours of operation to the hours between 10 a.m. and 9 p.m., seven days a week. State statute prohibits the sale of cannabis between 2 a.m. and 8 a.m., Monday through Saturday, and between 2 a.m. and 10 a.m. on Sundays.

(Optional) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of (insert time here) and (insert time here).

3.4 (Optional) Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by (insert local here)'s sign ordinances.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events.

A license or permit is required to be issued and approved by (insert local here) prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The (insert local here) shall require an application for Temporary Cannabis Events.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. (Insert additional standards here)
- (B) The applicant shall include with the form:
 - i. the application fee as required in (Section 4.1.2);
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the (insert local authority), or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- (C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.
- (E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

A jurisdiction may establish standards for Temporary cannabis events which the event organizer must meet, including restricting or prohibiting any on-site consumption. If there are public health, safety, or welfare concerns associated with a proposed cannabis event, a jurisdiction would presumably be authorized to deny approval of that event.

- Insert standards here

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The (insert city/town/county) shall notify the applicant of the standards not met and basis for denial.

(Optional) Temporary cannabis events shall only be held at (insert local place).

(Optional) Temporary cannabis events shall only be held between the hours of (insert start time) and (insert stop time).

Section 5. (Optional) Lower-Potency Hemp Edibles

A jurisdiction can establish different standards or requirements regarding Low-Potency Edibles. A jurisdiction can consider including the following section and subsections in their cannabis ordinance.

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

If sales are permitted, a jurisdiction can limit what zone(s) the sales of Low-Potency Edibles can take place in. A jurisdiction can also determine if such activity requires a Conditional or Interim Use permit.

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

5.3 (Optional) Additional Standards

5.3.1 Sales within Municipal Liquor Store.

A jurisdiction that already operates a Municipal Liquor Store may sell Low-Potency Edibles within the same store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

A jurisdiction is able to restrict the sale of Low-Potency Edibles to locations such as bars.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

A jurisdiction is able to set requirements on storage and sales of Low-Potency Edibles.

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

Section 6. (Optional) Local Government as a Cannabis Retailer

(insert local here) may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

(insert local here) shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 7 Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Minnesota Statute 18K.02, Definitions
Minnesota Statute 152.01, Subdivision 9
Minnesota Statute 151.72, Sale of Certain Cannabinoid Products

Minnesota Statute 152.0264, Cannabis Sale Crimes
Minnesota Statute 342.09, Personal Adult Use of Cannabis

Question	Yes	No	Comments	Additional Information
Business License and Registration Compliance				
Is the business registered with the Minnesota Department of Health?				All businesses selling hemp-derived cannabinoid products must be registered. See Hemp-Derived Cannabinoid Products (www.health.state.mn.us/people/cannabis/edibles/index.html)
If the business offers on-site consumption, do they have a liquor license?				Local authorities issue on-site consumption licenses. These are required for all businesses permitting on-site consumption of THC.
Product Compliance – All Products				
Does the business ensure that all sales are made to persons 21 years old or older?				Only persons 21 years of age or older may purchase hemp-derived cannabinoid products, with the exception of topicals. These products may be sold to anyone.
Does the business have all edible cannabinoid products, except beverages, behind the counter or in a locked cabinet?				Businesses must ensure all edible cannabinoid products are secure and inaccessible to customers.

Question	Yes	No	Comments	Additional Information
Only delta-8 and delta-9 are allowed for human consumption. Does the business sell edibles or beverages with any other intoxicating cannabinoids?				MDH has identified products containing many different intoxicating cannabinoids, such as HHC, THC-O, THC-P, PHC, delta-10, delta-11, delta-8p, delta-9p, etc. The product must contain only delta-8 and/or delta-9.
Does the business sell any edible products that are similar to a product marketed to or consumed by children?				Edible products that appear similar to candy or snacks marketed toward or consumed by children are not allowed.
Does the label on the edible or beverage state “Keep out of reach of children”?				All products must include the warning label “Keep out of reach of children.”
Is the manufacturer’s name, address, website, and contact phone number included on the label or provided through a QR code?				If not, the product is not in compliance.
Does the QR code on the product bring the user to a Certificate of Analysis on the website, which includes the name of the independent testing laboratory, cannabinoid profile, and product batch number?				All products must be tested by batch in an independent, accredited laboratory. The results must include the cannabinoid profile.
Does the label on the product indicate the cannabinoids by serving and in total?				The label must indicate the potency by individual serving as well as in total.

Question	Yes	No	Comments	Additional Information
Does the label on the product make any claim the product offers any kind of health benefit?				Health claims are not permitted on hemp or cannabis products unless approved by the FDA. At this time, there is not an approved statement.
Does the label on the product state that the product does not claim to diagnose, treat, cure or prevent any disease?				The manufacturer cannot claim the product will provide any health benefit unless the product has been formally approved by the FDA.
Does the business sell CBD (or other forms of cannabidiol) in the form of a softgel, tablet, or tincture?				Non-intoxicating cannabinoids may only be sold in the form of an edible, beverage, or topical. Therefore, softgels and tablets cannot be sold. Tinctures must be labeled as either an edible or beverage and comply with the edible or beverage requirements.
Product Compliance – Edibles				
Does the edible product contain more than 5 mg delta-8 and/or delta-9 per serving?				Edibles may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the edible product package/container contain more than 50 mg total THC (delta-8 and/or delta-9)?				Edibles may not exceed 50 mg total delta-8 or delta-9 per package. The edible cannot contain any other form of THC or intoxicating cannabinoid.
Are all the edible product's servings clearly marked, wrapped, or scored <u>on</u> the product?				Edible product servings must be clearly distinguished on the product. Bulk products that require the consumer to measure are not allowed.

Question	Yes	No	Comments	Additional Information
Does the business sell any edible products in the shape of bears, worms, fruits, rings, ribbons?				Edibles in shapes that appeal to children are not allowed.
Is the edible product in a child-proof, tamper-evident, opaque container?				All edibles must be in a container that is child-resistant and tamper evident. If the container is clear, the business must place the edible into an opaque bag at the point of sale. Clear bags are not allowed.
Product Compliance - Beverages				
Does the beverage product contain more than 5 mg delta-8 or delta-9 per serving?				Beverages may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the beverage product contain more than 2 servings?				Beverages cannot exceed two servings, regardless of the THC potency.
Is the beverage product in an opaque container?				If the beverage is in a clear container, the business must place the beverage in an opaque bag at the point of sale.
Product Compliance – Smokables (non-flower)				
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain more than 0.3% THC?				<p>A product's certificate of analysis will show the concentration of THC the product contains. The certificate typically is found through the QR code on the product package. In MDH's experience, most vapes contain 50% - 90%+ THC.</p> <p>Pre-rolls may consist of raw hemp flower. These products are not regulated by 151.72. However, if a pre-roll is labeled as "infused" or "coated" have additional cannabinoids applied to the material, of which the product typically exceeds the 0.3% THC limit.</p>

Question	Yes	No	Comments	Additional Information
Does the business sell vapes, pre-rolls, dabs, or other smokeable products that contain other intoxicating cannabinoids, such as HHC?				MN Statutes do not allow any cannabinoid, other than delta-8 or delta-9, to be sold if the cannabinoid is intended to alter the structure or function of the body. HHC is a cannabinoid known to have potency greater than THC.
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain CBD?				Non-intoxicating cannabinoids cannot be smoked, vaped, or inhaled.
Product Compliance – Flower				
Does the business sell raw hemp flower?				<p>Raw hemp flower must contain 0.3% or less of delta-9 on a dry weight basis. Products exceeding 0.3% delta-9 dry weight are marijuana, and are illegal for sale.</p> <p>THC-A is the non psychoactive precursor to delta-9. Once heated THC-A converts to delta-9. In that process some amount of THC-A is lost.</p> <p>To determine whether, once heated, the hemp flower will exceed the allowable 0.3% of delta-9, one can use a decarboxylation formula which takes into account the conversion of THC-A into delta-9.</p> <p>That formula is as follows: $\text{Total THC} = (0.877 \times \text{THC-A}) + \text{d-9 THC}$</p> <p>Raw flower must include a certificate of analysis to show testing below 0.3% delta-9.</p> <ul style="list-style-type: none"> A lack of a certificate of analysis would constitute an illegal sale.

Question	Yes	No	Comments	Additional Information
				<ul style="list-style-type: none"> A certificate of analysis showing that under the decarboxylation formula that delta-9 would exceed the 0.3% threshold would also indicate the flower is cannabis and not hemp and therefore being sold illegally.
Product Compliance – On-Site Consumption				
If the business offers on-site consumption, do they serve the edible or beverage in its original packaging?				The business may not pour out or remove an edible from its original packaging.
If the business offers on-site consumption, do they mix a cannabis-infused beverage with alcohol?				The business may not mix cannabis-infused products with alcohol.
If the business offers on-site consumption, do they permit customers to remove from the premises products which have been removed from their original packaging?				Products which have been removed from their original packaging cannot be removed from the premises by the customer.

NOTE: If a person suspects that a hemp-derived cannabinoid product is being sold in violation of Minnesota law, they can use the complaint form at [Submitting Hemp-Derived Cannabinoid Product Complaints \(www.health.state.mn.us/people/cannabis/edibles/complaints.html\)](http://www.health.state.mn.us/people/cannabis/edibles/complaints.html).

Appendix C: Enforcement Notice from the Office of Cannabis Management

Enforcement Notice from the Office of Cannabis Management

Dear Registered Hemp Derived Cannabinoid Business:

The Office of Cannabis Management (OCM), established in 2023, is charged with developing and implementing the operational and regulatory systems to oversee the cannabis industry in Minnesota as provided in Minnesota Statutes Chapter 342.

When Minnesota legalized the sale of adult-use of cannabis flower, cannabis products, and lower-potency hemp edibles/ hemp-derived consumer products, the Minnesota Legislature included statutory provisions, [Minnesota Statutes, chapter 152.0264](#), making the sale of cannabis illegal until a business is licensed by OCM. The Office of Cannabis Management has not yet issued licenses for the cultivation, manufacture, wholesale, transportation or retail sale of cannabis, therefore any retail sales of cannabis products, including cannabis flower, are illegal.

The Office of Cannabis Management has received complaints of retailers selling cannabis flower under the label of hemp flower. Under an agreement between The Minnesota Department of Health (MDH) and OCM, inspectors from MDH will begin to examine any flower products being sold during their regular inspections to determine whether they are indeed hemp flower or cannabis flower.

In distinguishing between hemp and cannabis flower, OCM, consistent with federal rules and regulations related to hemp under 7 CFR 990.1, will consider the total concentration of THC post- decarboxylation, which is the process by which THC-A is converted into Delta-9 to produce an intoxicating effect. The examination of raw flower products will include reviewing the certificate of analysis for compliance in several areas, including:

Compliance with the requirement that raw flower listed for sale includes a Certificate of Analysis (COA). Products for sale without a COA will constitute an illegal sale.

A COA that affirms concentrations of 0.3% or less of Delta-9 on a dry weight basis. Products exceeding 0.3% Delta-9 dry weight are considered marijuana and are therefore illegal to sell.

A COA that confirms that the total levels of Delta-9 and THC-A after the decarboxylation process do not exceed 0.3%. A COA that indicates the raw flower will exceed 0.3 percent Delta-9 post-decarboxylation, or a subsequent test conducted by an independent laboratory utilized by OCM that confirms Delta-9 in excess of 0.3 percent will be considered illegal.

[Minnesota Statutes, Chapter 342](#) governs Minnesota’s cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4](#) prohibits the retail sale of cannabis flower and cannabis products “without a license issued under this chapter that authorizes the sale.”

To date, the Office of Cannabis Management has not issued any cannabis licenses, applications for licenses are expected to be available in the first half of 2025. As such, selling cannabis is a clear violation of law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6](#), OCM may assess fines in excess of a \$1 million for violations of this law. Likewise, under [Minnesota Statutes, chapter 342.19](#), OCM is empowered to embargo any product that it has “probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]” Furthermore, violations of law may be considered in future licensing decisions made by OCM.

As inspectors enter the field, we encourage you to review the products you are currently selling to ensure they fall within the thresholds outlined above. If you have any questions related to the products you are selling, please send an email to cannabis.info@state.mn.us.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "Charlene Briner", with a long horizontal flourish extending to the right.

Charlene Briner
Interim Director
Office of Cannabis Management

Appendix D: Notice to Unlawful Cannabis Sellers

Notice to Unlawful Cannabis Sellers

This notice is to inform you that your current course of action may run afoul of Minnesota law, and continuing this course of action may result in civil actions and potential criminal prosecution. To avoid such outcomes, you should immediately cease and desist any plans to engage in the unlicensed sale of cannabis and cannabis products.

[Minnesota Statutes, Chapter 342 \(www.revisor.mn.gov/statutes/cite/342\)](http://www.revisor.mn.gov/statutes/cite/342) governs Minnesota's cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4) prohibits the retail sale of cannabis flower and cannabis products "without a license issued under this chapter that authorizes the sale." To date the Office of Cannabis Management has not issued any retail, or other, cannabis licenses. As such, your plan to sell cannabis in a retail setting at this date would be in flagrant violation of the law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6\)](http://www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6), OCM may assess fines in excess of a \$1,000,000 for violations of this law.

Likewise, under [Minnesota Statutes, chapter 342.19 \(www.revisor.mn.gov/statutes/cite/342.19\)](http://www.revisor.mn.gov/statutes/cite/342.19), OCM is empowered to embargo any product that it has "probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]" It is believed that products attempted to be sold at your retail location might be distributed in violation of the law, and would therefore be subject to embargo by OCM. Under [Minnesota Statutes, chapter 342.19, subd. 2 \(www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2\)](http://www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2), once embargoed OCM "shall release the cannabis plant, cannabis flower, cannabis product, artificially derived cannabinoid, lower-potency hemp edible, or hemp-derived consumer product when this chapter and rules adopted under this chapter have been complied with or the item is found not to be in violation of this chapter or rules adopted under this chapter."

While Minnesota has legalized the sale of adult-use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, the legislature did add new statutory provisions, [Minnesota Statutes, chapter 152.0264 \(www.revisor.mn.gov/statutes/cite/152.0264\)](http://www.revisor.mn.gov/statutes/cite/152.0264), making illegal the unlawful sale of cannabis. As there are not yet any licenses issued by OCM for the cultivation, manufacture, wholesale, transportation, or retail of cannabis, any sales of cannabis products in excess of the limits in 152.0264 is illegal.

If you are only planning to sell cannabinoid products that are derived from hemp, you should ensure that the sale of those products is consistent with [Minnesota Statutes, chapter 151.72 \(www.revisor.mn.gov/statutes/cite/151.72\)](http://www.revisor.mn.gov/statutes/cite/151.72), including but not limited to the requirement that your business be registered with the Commissioner of Health, and that all products are in compliance with the relevant statutes.

Finally, in addition to the state laws outlined above, please be aware that any retail location must be in compliance with local government ordinances and zoning requirements.

OCM takes seriously its charge to enforce Minnesota Statutes, Chapter 342, and its responsibility to ensure a safe and legal cannabis market. In order to avoid the above-described actions, all attempts to open a cannabis retail dispensary in Minnesota without the appropriate license should be ceased.

Adult-Use Cannabis: What Cities Need to Know

Published: June 12, 2023

Updated July 29, 2024

A new law enacted at the end of the 2023 legislative session and amended during the 2024 legislative session legalized adult-use cannabis in Minnesota and established a regulatory framework over the cannabis industry. Since the enactment of the law, the League of Minnesota Cities has been researching and collecting information from state agencies and stakeholders to answer questions pertaining to local regulatory authority, law enforcement, taxing, and employment.

[Read the full law](#)

The following frequently asked questions (FAQs) aim to provide information to cities about the new law to assist local governments in making decisions related to the law. The League will continually update this information as necessary.

Get answers to FAQs regarding the new law on adult-use cannabis

General information

[Q1. What does the new law do?](#)

[Q2. How much cannabis can a person legally possess?](#)

[Q3. Are cannabis products legal under federal regulations?](#)

[Q4. Can a person grow their own cannabis?](#)

[Q5. Does the Clean Indoor Air Act apply to cannabis products?](#)

[Q6. What types of licenses will the OCM issue?](#)

[Q7. Can cannabis start to be sold now?](#)

[Q8. Under the new law, where can adult-use cannabis be sold?](#)

[Q9. Could my city's municipal liquor store sell adult-use cannabis?](#)

[Q10. Can my city have a municipal cannabis retail store?](#)

[Q11. Can a retailer sell cannabis seeds for home growth of cannabis?](#) *(added Aug. 1, 2023)*

Taxation and revenue

Q12. How will these new products be taxed?

Q13. Can our city impose its own cannabis tax?

Q14. Do sales taxes apply?

Q15. Who receives taxes collected from the sale of cannabis products?

Q16. What is considered a “taxable cannabis product retailer?”

Q17. How much revenue will cities receive from the local government cannabis aid fund?

Q18. When will cities receive revenue from the local government cannabis aid account?

Enforcement and public safety

Q19. How is the new law enforced?

Q20. What are penalties for someone selling edible cannabis products that do not meet the state’s requirements?

Q21. Can a person still be charged with possession of cannabis products?

Q22. Can a person still be charged with sale of cannabis products?

Q23. Can a person be charged with a crime for cultivating cannabis?

Q24. Can a person be charged with a crime for using cannabis in public?

Q25. How do our officers determine if a driver is under the influence of adult-use cannabis?

Q26. Is it a crime to use cannabis products while operating a motor vehicle?

Q27. Is it a crime to possess cannabis products in a motor vehicle?

Q28. Could cities prohibit the sale of adult-use cannabis entirely?

Q29. Is our city required to adopt regulations under the new law?

Q30. Are prior convictions for cannabis use expunged and what is the city’s role in that process?

Q31: Can a city prohibit the use of cannabis in public places? (added Aug. 1, 2023)

Q32: Can our city ban the smoking of cannabis in public places? (added Aug. 1, 2023)

City regulation

Q33. Can the city require sellers to have a city-issued license?

Q34. When is our city required to issue retail registration to a cannabis retail business?

Q35. Can a retail registration issued by our city be transferred?

Q36. Is our city required to conduct compliance checks on businesses with a cannabis retail registration?

- Q37. Can our city charge a fee for a cannabis retail registration?
- Q38. Can my city limit the number of cannabis retailer licenses issued in our city?
- Q39. How does this impact my city's existing license for THC products?
- Q40. Can edible cannabinoid products be sold for on-site consumption?
- Q41. Will I be able to prohibit cannabis events in my city?
- Q42. How does this impact my city's existing THC license program?
- Q43. How does the new law impact my city's existing THC moratorium?
- Q44. Can the city's zoning regulation restrict where a business can operate?
- Q45. Can cities adopt a moratorium prohibiting the sale, manufacturing, or distribution of adult-use cannabis to study the issue?
- Q46: What if my city has complaints about a licensed cannabis business?
- Q47: Can a city deny a liquor license if they find that the business is selling cannabis or low-potency hemp products without a license?
- Q48. Can a city suspend or revoke a tobacco license if they find that they are selling cannabis or low-potency hemp products without a license?
-

City employment and personnel issues

- Q49. Does the new law allowing adult-use cannabis change anything about how we do drug testing for CDL holders?
- Q50. Does the new law change anything related to employees who carry a firearm?
- Q51. Besides positions requiring a CDL or carrying a firearm, are there any other positions which are not affected by the new law?
- Q52. Can we still prohibit employees from being under the influence of cannabis while at work? Does the League have a model policy with updated language?
- Q53. If an employee is injured while being under the influence of cannabis at work, are they still entitled to workers' compensation benefits?
- Q54. Can employees be in possession of edibles or other cannabis products while at work?
- Q55. Do we need to change anything in our collective bargaining agreement (CBA) regarding discipline of employees who use cannabis products?
- Q56. Can employees use cannabis products off-duty?
- Q57. How does this impact the requirements of the Drug-Free Workplace Act?
- Q58. Should my city continue to include cannabis as a pre-employment panel screen for my non-DOT/safety-sensitive employees?
-

Edible cannabinoid products

Q59. What is an edible cannabinoid product? (added Aug. 1, 2023)

Q60. What are the labeling requirements for edible cannabinoid products? (added Aug. 1, 2023)

Q61. What are the restrictions on edible cannabinoid products? (added Aug. 1, 2023)

Q62. Can edible cannabinoid products be sold for on-site consumption? (added Aug. 1, 2023)

Q63. Can an exclusive liquor store sell edible cannabinoid products? (added Aug. 1, 2023)

Q64. Do retailers that sell edible cannabinoid products need to register with the state? (added Aug. 1, 2023)

Q65. Who should I contact if a retailer is selling noncompliant products in my city? (added Aug. 1, 2023)

Q66. Will LMCIT coverage apply to sales of low-potency edible products sold at a municipal liquor store? (added July 29, 2024)

Q67. Where can I find more information on edible cannabinoid products? (added Aug. 1, 2023)

General information

Q1. What does the new law do?

A1. The new law legalizes the possession, use, manufacturing, and sale of certain cannabis products within the state. It establishes the Office of Cannabis Management (OCM), which is charged with, among other things, enforcing an organized system of regulation for the cannabis industry and the hemp consumer industry. The law also:

- Establishes labor standards for the use of cannabis and hemp products by employees and testing of employees.
- Establishes expungement procedures for certain individuals previously convicted of a crime related to cannabis.

Possession, use, and home growth under this new law will be legal beginning Aug. 1, 2023, and legal sales are expected to begin in January of 2025. Various other effective dates are noted throughout these FAQs as they apply.

[Access the Office of Cannabis Management's website](#)

[Return to top of page](#)

Q2. How much cannabis can a person legally possess?

A2. This law allows a person of 21 years of age or older to:

- Use, possess, or transport cannabis paraphernalia.
- Possess 2 ounces or less of cannabis flower in a public place.
- Possess 2 pounds or less of cannabis flower in a person's residence.
- Possess or transport 8 grams or less of adult-use cannabis concentrate.
- Possess or transport edible products infused with a total of 800 milligrams or less of tetrahydrocannabinol.

- Give away cannabis flower and products in an amount that is legal for a person to possess in public.

The law authorizes an individual to use adult-use cannabis flower and adult-use cannabis products:

- In a private residence including the individual's curtilage or yard.
- On private property, unless the owner of the property prohibits the use of the products.
- On the premises of an establishment or event licensed to permit on-site consumption.

[Return to top of page](#)

Q3. Are cannabis products legal under federal regulations?

A3. Marijuana remains a Schedule I drug under federal law, meaning it is illegal, with limited exceptions, to grow, process, sell or possess marijuana from a federal standpoint.

[Return to top of page](#)

Q4. Can a person grow their own cannabis?

A4. The law authorizes a person to cultivate up to eight cannabis plants, of which four or fewer may be mature, flowering plants provided that it is in an enclosed, locked space that is not open to public view.

[Return to top of page](#)

Q5. Does the Clean Indoor Air Act apply to cannabis products?

A5. A person may not use cannabis flower, cannabis products, or hemp-derived consumer products in a manner that involves the inhalation of smokes, aerosol, or vapor at any location where smoking is prohibited under the Clean Indoor Air Act.

[Return to top of page](#)

Q6. What types of licenses will the OCM issue?

A6. The OCM will issue the following types of licenses:

- Cannabis microbusiness.
- Cannabis mezzobusiness.
- Cannabis cultivator.
- Cannabis manufacturer.
- Cannabis retailer.
- Cannabis wholesaler.
- Cannabis transporter.
- Cannabis testing facility.
- Cannabis event organizer.
- Cannabis delivery service.
- Lower-potency hemp edible manufacturer.

- Lower-potency hemp edible retailer.
- Medical cannabis combination business.

[Return to top of page](#)

Q7. Can cannabis start to be sold now?

A7. Cannabis will not be able to be sold until the Office of Cannabis Management is established and able to issue licenses. Communication from state agencies indicate an intended timeline of January 2025 for when sales will be live to the public. Before beginning sales, a cannabis retailer must obtain a local retail registration. Any business attempting to sell cannabis products before licenses are issued should be reported to the Department of Health.

[Return to top of page](#)

Q8. Under the new law, where can adult-use cannabis be sold?

A8. Cannabis products and hemp derived consumer products may only be sold in business with a license issued by the OCM.

[Return to top of page](#)

Q9. Could my city's municipal liquor store sell adult-use cannabis?

A9. The law adds edible cannabinoid products as an item allowed to be sold at exclusive liquor stores, including municipal liquor stores.

[Return to top of page](#)

Q10. Can my city have a municipal cannabis retail store?

A10. The new law authorizes cities to operate a municipal cannabis retail store. This is a unique opportunity for Minnesota cities and more research is needed to determine the legal ramifications of such an operation.

[Return to top of page](#)

Q11. Can a retailer sell cannabis seeds for home growth of cannabis?

A11. A retailer or a seed labeler may begin selling cannabis seed starting Aug. 1, 2023. Seeds must meet the state requirements for seed labeling. [More information on cannabis seeds can be found from the Minnesota Department of Agriculture \(pdf\).](#)

[Return to top of page](#)

Taxation and revenue

Q12. How will these new products be taxed?

A12. A tax equal to 10% of gross receipts from retail sales of taxable cannabis products will be imposed on any taxable cannabis product retailer that sells cannabis products to customers.

[Return to top of page](#)

Q13. Can our city impose its own cannabis tax?

A13. Cities are prohibited from imposing a tax solely on the sale of taxable cannabis products.

[Return to top of page](#)

Q14. Do sales taxes apply?

A14. The state sales tax and local sales taxes apply to cannabis and hemp-derived cannabinoid products.

[Return to top of page](#)

Q15. Who receives taxes collected from the sale of cannabis products?

A15. Revenues from the retail sales of cannabis products will be divided, with 80% going to the general fund and 20% to the local government cannabis aid account. Cities will receive 50% of the amount certified to the local government cannabis aid account.

[Return to top of page](#)

Q16. What is considered a “taxable cannabis product retailer?”

A16. A taxable cannabis product retailer is a retailer that sells any taxable cannabis products. This includes a cannabis retailer, cannabis microbusiness, cannabis mezzobusiness, and lower-potency hemp edible retailer. Minn. Stat § 295.81, subd. 1(s).

[Return to top of page](#)

Q17. How much revenue will cities receive from the local government cannabis aid fund?

A17. Half of the amount certified in the cannabis local government aid fund will go to cities. Cities will receive a distribution proportional to the number of cannabis businesses located in the city as compared to the number of cannabis businesses in all cities.

[Return to top of page](#)

Q18. When will cities receive revenue from the local government cannabis aid account?

A18. The gross receipts tax goes is effective for gross receipts received after June 30, 2023. The law requires the Department of Revenue to certify the amount to be paid to each city by Sept. 1, 2024, and every year after, and the full amount must be paid on Dec. 26, 2024, and every year after.

[Return to top of page](#)

Enforcement and public safety

Q19. How is the new law enforced?

A19. All licensing issues will be enforced by the Office of Cannabis Management. Local law enforcement may still enforce illegal possession or use crimes where applicable.

[Return to top of page](#)

Q20. What are penalties for someone selling edible cannabis products that do not meet the state's requirements?

A20. If a retailer is found to be selling edible cannabis products that do not meet state requirements, the Office of Cannabis Management may embargo the products and potentially destroy the products with the retailer paying for all court costs and fees, storage, and other proper expenses.

[Return to top of page](#)

Q21. Can a person still be charged with possession of cannabis products?

A21. Beginning Aug. 1, 2023, the following actions are considered cannabis possession crimes:

- *Possession of cannabis in the first degree.* (Punishable by imprisonment for not more than five years or payment of a fine of not more than \$10,000, or both).
 - More than 2 pounds but not more than 10 kilograms of cannabis flower.
 - More than 160 grams but not more than 2 kilograms of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 16 grams but not more than 200 grams of THC.
- *Possession of cannabis in the second degree.* (Punishable by imprisonment for not more than one year or payment of a fine of not more than \$3,000, or both).
 - More than 1 pound but not more than 2 pounds of cannabis flower in any place other than the person's residence.
 - More than 80 grams but not more than 160 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 8 grams but not more than 16 grams of THC.
- *Possession of cannabis in the third degree.* (Punishable by imprisonment for not more than 90 days or payment of a fine of not more than \$1,000, or both).
 - More than 4 ounces but not more than 1 pound of cannabis flower in any place other than the person's residence.
 - More than 16 grams but not more than 80 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 1,600 milligrams but not more than 8 grams of THC.
- *Possession of cannabis in the fourth degree.* (Punishable as a petty misdemeanor).
 - More than 2 ounces but not more than 4 ounces of cannabis flower in any place other than the person's residence.
 - More than 8 grams but not more than 16 grams of cannabis concentrate.
 - Edible cannabinoid products infused with more than 800 milligrams but not more than 1,600 milligrams of THC.

[Return to top of page](#)

Q22. Can a person still be charged with sale of cannabis products?

A22. Beginning Aug. 1, 2023, the following actions are considered cannabis sale crimes:

- *Sale of cannabis in the first degree.* Punishable by imprisonment for not more than five years or to a payment of a fine of not more than \$10,000 or both if a person unlawfully sells more than 2 ounces of cannabis flower; more than 8 grams of cannabis concentrate; or edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC:
 - To a minor and the defendant is more than 36 months older than the minor.
 - Within 10 years of two or more convictions of sale in the second or third degree.
 - Within 10 years of a conviction of first degree
- *Sale of cannabis in the second degree.* May be sentenced to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both if an adult:
 - Unlawfully sells more than 2 ounces of cannabis flower; more than 8 grams of cannabis concentrate; or edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC:
 - In a school zone, a park zone, or a drug treatment facility; or
 - Within 10 years of a conviction of sale of cannabis in the first, second, or third degree.
 - Unlawfully sells cannabis flower, cannabis concentrate, edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to a minor.
- *Sale of cannabis in the third degree.* An adult may be sentenced to imprisonment for not more than 90 days or to payment of a fine of not more than \$1,000, or both, if the adult unlawfully sells:
 - More than 2 ounces of cannabis flower.
 - More than 8 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC.
- *Sale of cannabis in the fourth degree.* An adult is guilty of a petty misdemeanor if they unlawfully sell:
 - Not more than 2 ounces of cannabis flower.
 - Not more than 8 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with not more than 800 milligrams of THC.

A sale for no remuneration by an individual over the age of 21 to another individual over the age of 21 is not unlawful as cannabis sale in the fourth degree.
- *Sale of cannabis by a minor.* A minor is guilty of a petty misdemeanor if the minor unlawfully sells:
 - Not more than 2 ounces of cannabis flower.
 - Not more than 8 grams of cannabis concentrate.

- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with not more than 800 milligrams of THC.

A minor is guilty of a misdemeanor if the minor unlawfully sells:

- More than 2 ounces of cannabis flower.
- More than 8 grams of cannabis concentrate.
- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC.

[Return to top of page](#)

Q23. Can a person be charged with a crime for cultivating cannabis?

A23. Beginning Aug. 1, 2023, the following are crimes related to the cultivation of cannabis.

- *Cultivation of cannabis in the first degree.* A person is guilty of cultivation of cannabis in the first degree and may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both, if the person unlawfully cultivates more than 23 cannabis plants.
- *Cultivation of cannabis in the second degree.* A person is guilty of cultivation of cannabis in the second degree and may be sentenced to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both, if the person unlawfully cultivates more than 16 cannabis plants but not more than 23 cannabis plants.

[Return to top of page](#)

Q24. Can a person be charged with a crime for using cannabis in public?

A24. Beginning Aug. 1, 2023, a city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following.

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

[Return to top of page](#)

Q25. How do our officers determine if a driver is under the influence of adult-use cannabis?

A25. Officers will need to use the same process for determining if a person is under the influence of cannabis while operating a vehicle as they would have prior to the new law being enacted.

[Return to top of page](#)

Q26. Is it a crime to use cannabis products while operating a motor vehicle?

A26. It is a misdemeanor for a person to use cannabis flower, a cannabis product, a lower-potency hemp edible, a hemp-derived consumer product, or any other product containing an artificially derived cannabinoid in a motor vehicle when the vehicle is on a street or highway.

[Return to top of page](#)

Q27. Is it a crime to possess cannabis products in a motor vehicle?

A27. Beginning Aug. 1, 2023, a person may be charged with a misdemeanor if they possess cannabis products in a motor vehicle on a street or highway if the products meet any of the following conditions:

- Do not meet the packaging requirements set in statute.
- Have been removed from the packaging in which they were sold.
- Are in packaging that has been opened, or the seal has been broken.
- Are in packaging in which the contents have been partially removed.

It is not considered a crime if the cannabis products are in the trunk of the vehicle or in another area of the vehicle not normally occupied by the driver and passengers if the vehicle is not equipped with a trunk. A utility compartment or glove compartment is deemed to be within the area occupied by the driver and passengers.

[Return to top of page](#)

Q28. Can cities prohibit the sale of adult-use cannabis entirely?

A28. Cities may not prohibit the possession, transportation, or use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products authorized by the new law.

[Return to top of page](#)

Q29. Is our city required to adopt regulations under the new law?

A29. Cities are not required to adopt any new regulations under the new law. However, they will be required to register retail sellers and perform compliance checks.

[Return to top of page](#)

Q30. Are prior convictions for cannabis use expunged and what is the city's role in that process?

A30. Certain cannabis-related convictions will be expunged by the Bureau of Criminal Apprehension. Upon receipt of a notice of expungement, cities are required to seal all records related to the expungement, including the records of the person's arrest, indictment, trial verdict, and dismissal or discharge of the case.

Certain felony convictions will be reviewed by the Cannabis Expungement Board to determine what, if any, action should be taken related to a prior conviction. Cities will be required to provide the Cannabis Expungement Board free access to records held by law enforcement agencies or prosecuting authorities.

[Return to top of page](#)

Q31. Can a city prohibit the use of cannabis in public places?

A31. A city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following:

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

Cities will need to work with their city attorney to craft an ordinance defining the areas where cannabis use will be prohibited.

[Return to top of page](#)

Q32. Can our city ban the smoking of cannabis in public places?

A32. A city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following:

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

In addition, under the Minnesota Clear Indoor Air Act, cities are authorized to adopt more stringent regulations on smoking to protect individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic smoking devices. Cities have used this authority to prohibit smoking of tobacco products in public areas including parks, distances from business entrances, and outdoor restaurant patios. This same authority could be used to prohibit the smoking of cannabis in those areas.

Cities should check their ordinances to determine if a prohibition on smoking tobacco products in public places would also apply to cannabis products.

[Return to top of page](#)

City regulation

Q33. Can the city require sellers to have a city-issued license?

A33. A city may not require additional licenses other than the cannabis licenses issued by the OCM. However, the OCM will forward applications to cities for them to certify whether the proposed cannabis business complies with local zoning ordinance and, if applicable whether the proposed business complies with the state fire and building code. The OCM may not issue a license to a cannabis business that does not meet local zoning and land use laws.

Before a cannabis business begins making retail sales, it will be required to register with the city in which it is located.

[Return to top of page](#)

Q34. When is our city required to issue retail registration to a cannabis retail business?

A34. A city is required to issue a retail registration to a cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business operating a retail location, or lower-potency hemp edible retailer that:

- Has a valid license or license preapproval issued by the OCM.
- Has paid the registration fee.
- Is found to be in compliance with the requirements of the applicable state laws through a preliminary compliance check performed by the city.
- Is current on all property taxes and assessments at the location where the retail establishment is located.

[Return to top of page](#)

Q35. Can a retail registration issued by our city be transferred?

A35. Retail registration may not be transferred.

[Return to top of page](#)

Q36. Is our city required to conduct compliance checks on businesses with a cannabis retail registration?

A36. Cities will be required to conduct compliance checks on retail cannabis businesses with a retail registration by the city. The OCM will develop standardized forms and procedures for these compliance checks.

[Return to top of page](#)

Q37. Can our city charge a fee for a cannabis retail registration?

A37. A city may impose an initial retail fee of \$500 or up to half the amount of the applicable initial license fee charged by the OCM, whichever is less. The city may also charge a renewal retail registration fee of \$1,000 or up to half the amount of the applicable renewal license fee charged by the OCM, whichever is less.

[Return to top of page](#)

Q38. Can my city limit the number of cannabis retailer licenses issued in our city?

A38. A city that issues cannabis retailer registrations may, by ordinance, limit the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no fewer than one registration for every 12,500 residents. In addition, if a county has one active registration for every 12,500 residents, a city within the county is not obligated to register any additional cannabis businesses.

[Return to top of page](#)

Q39. How does this impact my city's existing license for THC products?

A39. It appears that cities may continue to license edible cannabinoid products until the OCM begins issuing licenses. Those businesses that sell edible cannabinoid products to consumers must register with OCM before selling products. Once the OCM begins issuing lower-potency hemp edible retailer licenses, cities are likely preempted from continuing to issue their own licenses and would begin registering retailers through the city's cannabis retailer registration process.

[Return to top of page](#)

Q40. Can edible cannabinoid products be sold for on-site consumption?

A40. Until the OCM begins issuing licenses, the on-site consumption of edible cannabinoid products is limited to those businesses with an on-sale liquor license issued under Minnesota Statutes, Chapter 340A. In addition, the following conditions must be met:

- Products, other than those intended to be consumed as a beverage, must be served in original.
- Products may not be sold to an intoxicated customer.
- Products must not be permitted to be mixed with alcoholic beverages.
- Products removed from packaging must remain on premises.
- Products that are intended to be consumed as a beverage may be served outside of the products' packaging if the information that is required to be contained on the label of an edible cannabinoid product is posted or otherwise displayed by the retailer.

After the OCM is set up, it will issue on-site consumption endorsements for cannabis license holders.

[Return to top of page](#)

Q41. Will I be able to prohibit cannabis events in my city?

A41. The new law authorizes temporary cannabis events lasting no more than four days. To be approved for a cannabis event license, applicants must obtain any necessary permits or licenses issued by a local unit of government. Cities may not prohibit cannabis events, but they may set standards which the event organizer must meet. Cities may also permit on-site consumption for events but are not required to.

[Return to top of page](#)

Q42. How does this impact my city's existing THC license program?

A42. Local THC licenses may continue until the OCM begins issuing its own licenses, which state agencies anticipate beginning in January of 2025. When the OCM licensing begins, cities will need to follow the retail registration procedures outlined in the law.

[Return to top of page](#)

Q43. How does the new law impact my city's existing THC moratorium?

A43. The new law does not affect a current moratorium. If a city adopted a moratorium on low-potency edibles, it remains in place and will expire as noted when it was adopted.

[Return to top of page](#)

Q44. Can the city's zoning regulation restrict where a business can operate?

A44. Cities are allowed to adopt reasonable restrictions on the time, place, and manner of the operations of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. Cities may prohibit the operations of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

OCM has published a [Guide for Local Governments on Adult-Use Cannabis](#) which contains model language related to zoning.

[Return to top of page](#)

Q45. Can cities adopt a moratorium prohibiting the sale, manufacturing, or distribution of adult-use cannabis to study the issue?

A45. Cities may adopt an interim ordinance if:

- It is conducting studies.
- Has authorized a study to be conducted.
- Has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restriction on the time, place, and manner of the operation of a cannabis business as defined in the new law.

Before adopting an interim ordinance, the city must hold a public hearing on the issue. The interim ordinance may be in place until Jan. 1, 2025. The authority for an extended moratorium does not apply to the sale or production of low-potency hemp edible products.

[Return to top of page](#)

Q46: What if my city has complaints about a licensed cannabis business?

A46. The OCM will establish an expedited complaint process to receive, review, and respond to complaints made by cities about a cannabis business. The OCM will be required to respond to the complaint within seven days and perform any necessary inspections within 30 days. If certain cannabis businesses are deemed by the city to pose an immediate threat to the health or safety of the public, the OCM must respond within one business day.

[Return to top of page](#)

Q47: Can a city deny a liquor license if they find that the business is selling cannabis or low-potency hemp products without a license?

A47. Yes. The new law prohibits a retail license from being issued to a person who has had a license or registration issued under ch. 342 or Minn. Stat. § 151.72, subd. 5b revoked; has been convicted of an offense under Minn. Stat. § 151.72, subd. 7; or has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells intoxicating liquor or 3.2% malt liquor.

[Return to top of page](#)

Q48. Can a city suspend or revoke a tobacco license if they find that they are selling cannabis or low-potency hemp products without a license?

A48. Yes. The new law allows a tobacco license to be suspended or revoked if the licensee has a registration or licensed under ch. 342 or Minn. Stat. § 151.72, subd. 5b revoked; is convicted of an offense under Minn. Stat. § 151.72, subd. 7; or has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells tobacco. A city must provide notice and an opportunity for a hearing before suspension or revocation.

[Return to top of page](#)

City employment and personnel issues

Q49. Does the new law allowing adult-use cannabis change anything about how we do drug testing for CDL holders?

A49. No, cities with positions requiring an employee to hold a commercial driver's license (CDL) will recall these positions are regulated by federal law, and those regulations are supervised by the Federal Department of Transportation (DOT). Federal law preempts state law related to cannabinoid use; in fact, the DOT states in its [DOT Recreational Marijuana Notice](#) that it does not authorize the use of Schedule I drugs, including marijuana, for any reason. As a result, cities should continue to follow their drug-testing procedures related to CDL holders and may enforce prohibitions against any use of cannabinoids for CDL holders, regardless of state law protections.

Cities can find more information on existing drug testing policies in the [LMC Drug and Alcohol Testing Toolkit](#), starting on page 22. An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

[Return to top of page](#)

Q50. Does the new law change anything related to employees who carry a firearm?

A50. No. Public safety employees who carry a firearm cannot lawfully use marijuana under federal law. Federal law prohibits cities from providing firearms or ammunition to an employee it knows or has reason to think is using marijuana. Although there is a legal difference between

marijuana products and hemp products, it may not be possible to differentiate the products in a drug test. Officers should be mindful of any substance they ingest because they are ultimately responsible if those products lead to a positive marijuana test.

[Return to top of page](#)

Q51. Besides positions requiring a CDL or carrying a firearm, are there any other positions which are not affected by the new law?

A51. Yes. The law excludes the following seven position classes from the law's changes:

1. A safety-sensitive position, as defined in as defined in Minn. Stat. § 181.950, subd. 13.
2. A peace officer position, as defined in Minn. Stat. § 626.84, subd. 1.
3. A firefighter position, as defined in Minn. Stat. § 299N.01, subd. 3.
4. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to:
 1. Children.
 2. Vulnerable adults, as defined in Minn. Stat. § 626.5572, subd. 21.
 3. Patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition.
5. A position funded by a federal grant.
6. Any other position for which state or federal law requires testing of a job applicant or employee for cannabis.
7. A position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or employee.

[Return to top of page](#)

Q52. Can we still prohibit employees from being under the influence of cannabis while at work? Does the League have a model policy with updated language?

A52. Yes, employers can continue to prohibit employees from being under the influence of cannabis products, while at work. For employers, a key focus will be workplace safety with the consideration that cannabis is more difficult to detect and test than alcohol. Employers may continue to maintain drug-free policies at the workplace and discipline employees who use cannabis during working hours or who report to work impaired.

Under the Occupational Safety and Health Administration's (OSHA) General Duty Clause of the Occupational Safety and Health Act, employers are required to furnish a workplace free from recognized hazards that are likely to cause serious physical harm. This provision of the Act is typically used in accident cases where toxicology screens are positive. OSHA's new electronic recordkeeping rule, clarified on Oct. 11, 2018, states "If the employer chooses to use drug testing to investigate the incident, the employer should test all employees whose conduct could have contributed to the incident, not just employees who reported injuries," with respect to using drug testing to evaluate the root cause of a workplace incident that harmed or could have harmed employees. Thus, a non-DOT drug and cannabis-city testing policy with protocols following this guidance is important.

Under the new law, employers can enact and enforce work policies prohibiting the use, possession, and impairment of cannabis while at work or operating employer vehicles, equipment, and machinery. It is difficult to test for cannabis to determine if an employee is currently under the influence due to the drug's ability to be detectable for weeks after it is used. With the prohibitions on disciplining employees other than those listed in Q3, employers will be in a difficult position to take action against an employee who tests positive for cannabis. A best practice is for cities to train supervisors about the behavioral signs and symptoms of drug and cannabis use as well as how to document observations of potential impairment so should a situation occur in the workplace, supervisors can effectively respond and document what they observed leading to the situation.

An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

[Return to top of page](#)

Q53. If an employee is injured while being under the influence of cannabis at work, are they still entitled to workers' compensation benefits?

A53. While each case is very fact-specific, the general rule is that if the injury was intentionally self-inflicted or the intoxication of the employee is the proximate cause of the injury, then the employer is not liable for compensation. The burden of proof of these facts is upon the employer.

[Return to top of page](#)

Q54. Can employees be in possession of edibles or other cannabis products while at work?

A54. Cities may enact policies prohibiting employees from bringing cannabis products, including edibles, to work. A best practice is for cities to train supervisors about the behavioral signs and symptoms of drug and cannabis use as well as documenting observations of potential impairment so should a situation occur in the workplace, supervisors can effectively respond and document what they observed leading to the situation.

[Return to top of page](#)

Q55. Do we need to change anything in our collective bargaining agreement (CBA) regarding discipline of employees who use cannabis products?

A55. Maybe. If cities have policies within their CBAs that relate to cannabis use and discipline, cities should consult with their city attorney to determine if any changes are needed. CBAs may address cannabis and cannabis testing, but the CBAs must at least meet the minimum employee rights guaranteed by the statute.

Ensure your city's drug and cannabis-testing policies have been updated and your supervisors are trained on the behavioral signs and symptoms associated with impairment as well as documenting observations of potential impairment. If the CBA includes language that policy changes need to be negotiated, then there would need to be a meeting with the union if the city's policy changes.

[Return to top of page](#)

Q56. Can employees use cannabis products off-duty?

A56. It depends. See Q1, Q2, and Q3 for a list of employees who can be prohibited from using cannabis products both on and off duty due to federal or state regulations. Other employees would be able to use cannabis products while they are off duty, if they are not impaired at work. If there are any questions regarding whether an employee could be prevented from using cannabis products while off-duty, please consult your city attorney before any action is taken.

In addition, the law prohibits an employer from taking adverse employment action against an employee who is a patient in the state's medical cannabis program unless a failure to do so would violate federal or state law or regulations, or cause an employer to lose a monetary or incensing-related benefit under federal law or regulations.

[Return to top of page](#)

Q57. How does this impact the requirements of the Drug-Free Workplace Act?

A57. It does not. The Drug-Free Workplace Act of 1988 (DFWA) requires federal grantees and contractors to implement a drug-free workplace policy and establish a drug-free awareness program as a precondition for receiving a federal grant or a contract. However, the DFWA does not require covered employers to test employees for drugs or terminate them for drug-related violations, so the new Minnesota state law does not impact the DFWA directly. Minnesota law allows employers to prohibit employees from bringing legal cannabis products to work and permits employers to prohibit employees from being under the influence while at work. It would be best practice for cities with drug-free work policies to keep those in effect. If a city wishes to do so, it can update its policy to include lawful cannabis products within its scope.

An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

[Return to top of page](#)

Q58. Should my city continue to include cannabis as a pre-employment panel screen for my non-DOT/safety-sensitive employees?

A58. The new Minnesota law prohibits an employer from refusing to hire an applicant simply because of a positive cannabis drug test. There are exceptions for positions where such testing and denial of job offer is required under applicable federal or state law. Cities will want to refer to the Q3, which provides a list of positions excepted from cannabis testing prohibitions. Practically speaking, if a position is not excepted, cities will need to determine whether they want to continue to test for cannabis in light of the limitation of the testing and confer with their city attorney before taking an action as a result of a positive test.

[Return to top of page](#)

Edible cannabinoid products

Q59. What is an edible cannabinoid product?

A59. An edible cannabinoid product is any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients and is not

a drug. The edible product must contain a maximum of 5 mg THC per serving. Edible cannabinoid products do not include products that are intended to be smoked or vaped.

[Return to top of page](#)

Q60. What are the labeling requirements for edible cannabinoid products?

A60. Label's on THC edible products must include the following:

- Name, location, phone number, and website of manufacturer.
- Name and address of independent accredited laboratory used to test product.
- Batch number
- Amount or percentage of cannabinoids in each unit of the product.
- Statement stating that the product does not claim to diagnose, treat, cure, or prevent any disease and has not been evaluated or approved by the FDA.
- No claim that the product may be used or is effective for the prevention, treatment, or cure of a disease; or that it may be used to alter the structure or function of human or animal bodies, unless the claim has been approved by the FDA.
- Serving size
- Cannabinoid profile per serving and total.
- Ingredients
- The following Statement, "Keep this product out of reach of children."

[Return to top of page](#)

Q61. What are the restrictions on edible cannabinoid products?

A61. Edible cannabinoid product in Minnesota must meet the following requirements:

- Products may not bear likeness or contain cartoon-like characteristics of a real or fictional person, animal, or fruit that appeals to children.
- Products may not be modeled after a brand of products primarily consumed by or marketed to children.
- Products may not be made by applying cannabinoids to a commercially available candy or snack food item.
- Products may not contain other non-FDA approved ingredients.
- Products may not be packaged in a way that resembles other commercially available food products.
- Products may not be packaged in a container that includes items that could reasonably mislead a person to believe the package contains anything but an edible cannabinoid product.
- Must be packaged in child resistant, tamper-evident, and opaque packaging except if intended to be consumed as beverage.
- Contain no more than 5 mg THC per serving.

- Contain no more than 50 mg THC per package.
- Only contain Delta-8 or Delta-9 THC.
- Must be stored behind counter or in locked space.
- Must not be sold to those under the age of 21.

[Return to top of page](#)

Q62. Can edible cannabinoid products be sold for on-site consumption?

A62. Edible cannabinoid products can be sold for on-site consumption if the seller also holds an on-sale liquor license. Products sold for on-site consumption may not be mixed with alcohol and may not be sold to a customer who the retailer knows or reasonably should know is intoxicated.

[Return to top of page](#)

Q63. Can an exclusive liquor store sell edible cannabinoid products?

A63. An exclusive liquor store is authorized under state law to sell edible cannabinoid products.

[Return to top of page](#)

Q64. Do retailers that sell edible cannabinoid products need to register with the state?

A64. Sellers of edible cannabinoid products must register with the state of Minnesota by Oct. 1, 2023. The registration form can be found on the OCM website.

[Return to top of page](#)

Q65. Who should I contact if a retailer is selling noncompliant products in my city?

A65. The Office of Cannabis Management has established a complaint form to be used if a person suspects that an edible cannabinoid product is being sold in violation of state law. [Access the OCM complaint form](#). In addition, MDH has created a [Hemp-Derived Cannabinoid Product Compliance Fact Sheet for retailers \(pdf\)](#).

[Return to top of page](#)

Q66. Will LMCIT coverage apply to sales of low-potency edible products sold at a municipal liquor store?

A66. The Trust has defined two categories of cannabis products for purposes of coverage:

1. Low-potency edibles or infused drinks (cannabinoid products) sold at municipal liquor stores that are legal and authorized under state law. These products were legalized in Minnesota in 2022 with authority for municipalities to sell in 2023.
2. Other types of cannabis products that were legalized in 2023 and involve higher potencies and more ways to consume, such as inhalation.

The Trust will not exclude damages arising out the sale of low-potency cannabinoid products that fall within the requirements specified in [Minn. Stat. § 151.72](#).

Q67. Where can I find more information on edible cannabinoid products?

A67. Visit OCM's webpage related to hemp-derived cannabinoid products.

[Return to top of page](#)

Your LMC Resource

Research & Information Service staff members are ready to help you apply their broad knowledge to the issues you're dealing with today.

Access online form to submit a question, or call us: (651) 281-1200 or (800) 925-1122

Zoning Map

July 16, 2024



Legend

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

