AGENDA
CITY OF DAYTON, MINNESOTA
12260 So. Diamond Lake Road, Dayton, MN 55327
Tuesday, January 14, 2020
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

6:30 CALL TO ORDER
6:30 PLEDGE OF ALLEGIANCE
6:35 APPROVAL OF AGENDA
6:35 CONSENT AGENDA These routine or previously discussed items are enacted with one motion
A. Approval of Council Meeting Minutes of December 10, 2019
B. Approval of Council Meeting Minutes of December 18, 2019
C. Approval of Payment of Claims for January 14, 2020
D. Resolution 01-2020; Official Depositories, Newspaper and Bank Signatories
E. Ordinance 2020-01; Adopting City Fees and Escrow Schedule
F. Approval of City Signage Consultant Contract
G. Resolution 04-2020; Approval of Agreement for LRIP Funds for the Dayton Parkway Interchange
H. Approval of Letter of Credit Reduction for Territorial Trail Development
I. Resolution 03-2020; Designating Precinct Locations
J. Resolution 05-2020; Accepting Donation for Park Improvements
K. Metropolitan Council Water Efficiency Grant Agreement

6:40 OPEN FORUM is limited to 3 minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff

6:45 STAFF, CONSULTANT AND COUNCIL UPDATES

COUNCIL BUSINESS

New Business
6:55 L. Confirmation of Local Board of Appeal and Equalization Meeting for April 14, 2020
7:00 M. Review of Gambling Ordinance and Direction for Any Amendments
7:10 N. Doug Bains-Water Shed Update

Action Items
7:20 O. Approval of Large Assembly Application for the Bunce Backyard Production
7:40 P. Resolution 02-2020; Official Appointments/Designations
7:50 Q. Resolution 07-2020; Approval of CUP for Cemetery Use for the Minneapolis Independent Apostolic Lutheran Church at 14000 129th Ave N.

8:00 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 McNeil called the public meeting to order at 6:30 p.m.

PRESENT: Mayor Tim McNeil, Bob O’Brien, Dennis Fisher, Julie Gustafson (via video) and Jon Mellberg

ABSENT:

ALSO PRESENT: Police Chief Paul Enga, Engineer Jason Quisberg, Public Works Superintendent Marty Farrell, City Administrator/Development Director Tina Goodroad and Deputy Clerk Stacie Brown

APPROVAL OF AGENDA:

McNeil declared the following items added to the agenda:
- Item G – additional verbiage added
- Item K.5 Approval of Minnesota League of Cities Liability Waiver for Insurance
- Item K.75 – Stipulation for the Schany Agreement

MOTION: Motion was made by Councilmember O’Brien, seconded by Councilmember Mellberg to approve the agenda items, as amended. Motion carries unanimously.

Mayor McNeil recognized Debbie for over 30 years of service to the City of Dayton and presented her with a gift.

CONSENT ITEMS:

A. Approval of Council Meeting Minutes of November 26, 2019
B. Approval of Payment of Claims for December 10, 2019
C. Approval of 2020 Cigarette Licenses for the Following:
   1. Sundance Golf and Bowl
   2. Dayton Wine and Spirits
   3. Dayton Gas Stop
D. Resolution 70-2019; Approval of Plans and Specifications and Ordering Advertisement for Bids for the Dayton Parkway Interchange
E. Approval to Order New Police Squad and Equipment
F. Resolution 71-2019; Authorizing Acquisition of Real Property Interests for the Pineview Lane and Oakview Lane Street Improvements
G. Ordinance 2019-22; Amending Zoning Ordinance 1001 as Related to Accessory Dwelling Units
H. Approval for Purchase of Speed Display Signs
I. Approval of Wenck Rate Increase
J. Approval of Pay Application 6 for the 2019 Well Improvements
K. Approval of Letter of Credit Reduction for Brayburn Trails 2nd Addition
K.5 Approval of League of Minnesota Cities Liability Waiver for Insurance
K.75 Approval of Stipulation for the Schany Agreement
Goodroad asked Item K.75 to be pulled from the Consent Agenda for further explanation.

Fisher asked Item F to be pulled from the Consent Agenda for further discussion.

**MOTION:** Motion was made by Councilmember O’Brien, seconded by Councilmember Mellberg, to approve the Consent Agenda Items A-E and Items G-K.5. The motion carries unanimously.

**F. Resolution 71-2019; Authorizing Acquisition of Real Property Interests for the Pineview Lane and Oakview Lane Street Improvements**

**MOTION:** Motion was made by Councilmember Mellberg, seconded by Councilmember O’Brien, to Approve Resolution 71-2019; Authorizing Acquisition of Real Property Interests for the Pineview Lane and Oakview Lane Street Improvements. The motion carries 4-1 (Fisher).

**K.75. Approval of Stipulation for the Agreement**

Goodroad stated the City is continually working with the Schany Group on the price. The City Attorney advised Goodroad to inform the Council the maximum amount the City will pay is $70,000 and it has been explained to the Schany.

**MOTION:** Motion was made by Councilmember Mellberg, seconded by Councilmember O’Brien, to Approve the Stipulation for the Schany Agreement. The motion carries unanimously.

**OPEN FORUM:**
Mayor McNeil opened the Open Forum at 6:38 p.m.

No one came forward.

Mayor McNeil closed the Open Forum at 6:38 p.m.

**Public Hearing**

**1. Truth in Taxation Public Meeting - Final Presentation of the 2020 Budget**
Vicki Holthaus of AEM presented the history and process of developing the 2020 Budget. Ms. Holthaus explained the goals of the Council, including maintaining a flat or decreased tax rate, continuing the vision of Long-Term Plan, and continuing the pavement management, capital equipment, debt services, and facilities levies. Ms. Holthaus explained the 2020 budget is a 14.7% increase over 2019, however, with the growth in tax capacity and tax base the City will
experience a decrease in the tax rate. Ms. Holthaus presented and explained major points included in the budget document.

McNeil pointed out the number printed in the property tax statements sent out to residents in March was higher than the actual number the City will be levying. McNeil stated the City is expecting a surplus in budget from 2019 and will be applying it to future projects to reduce the tax burden.

COUNCIL BUSINESS:
Action Items:

M. Resolution 64-2019; Adoption of the Final Tax Levy for 2020

MOTION: Motion was made by Councilmember O’Brien, seconded by Councilmember Mellberg to approve Resolution No. 64-2019 Adopting the 2020 Final General Fund Budget and Approving the 2019 Final Property Tax Levy. Motion carries 4-1 (Fisher).

N. Resolution 65-2019; Adoption of the Final EDA/HRA Levy for 2020

MOTION: Motion was made by Councilmember Mellberg, seconded by Councilmember Fisher to approve Resolution No. 65-2019 Adopting the 2020 Final Economic Development Authority Property Tax Levy. Motion carries unanimously.

O. Acceptance of the 2020 Long-Term Plan
Goodroad stated the Long-Term Plan has remained consistent from prior discussions the Council has had. McNeil stated the Long-Term Plan is not part of the budget but helps guide the City in budgeting. The City places every conceivable expense within the next 10 years in the Long-Term Plan.

MOTION: Motion was made by Councilmember O’Brien, seconded by Councilmember Mellberg to Accept the 2020 Long Term Plan. Motion carries unanimously.

P. Pineview Lane/Co. Rd 121 Update
Quisberg presented a summary of the project and detailed information in the staff report. Quisberg stated staff is asking for direction on specific items pertaining to the project.
1) Pineview/CR-121 Intersection
   Quisberg presented options for this intersection including leaving it as is or constructing a roundabout. Council consensus is to construct a roundabout.
2) Pedestrian crossing at Pineview Lane
Quisberg presented options for the trail crossing at this intersection including an at-grade or underpass. Council consensus was a roundabout with an at-grade pedestrian crossing.

3) Pedestrian crossing at Jonquil Lane
Council consensus was to move forward with a crossing at Jonquil Lane.

4) Corridor lighting
Quisberg presented required safety lighting and optional lighting changes including improving lighting fixtures and lighting the trail. Staff recommends bidding lighting as options and making the decision as the bids come in. Council consensus was to follow staff recommendation.

5) Overhead utilities
Quisberg presented above ground and below ground options and costs. Council consensus was to bury the lines on the west.

Quisberg showed Council the anticipated schedule for this project with construction beginning in March of 2020 and final completion in summer of 2021.

**New Business**

Q. SWPPP Presentation
Quisberg explained why the City is required to have a Storm Water Pollution Prevention Plan (SWPPP). Quisberg detailed the minimum control measures and explained 2020 activities.

**STAFF, CONSULTANT AND COUNCIL UPDATES:**

**Goodroad** – Attended a Diamond Lake Regional Trail meeting with the County. Goodroad announced a Council Work Session on December 17 at 5:15 p.m. The Tree Lighting Ceremony is on December 12 at 5 p.m. at the Activity Center. The Council scheduled an Open House on January 29 at the Activity Center. Goodroad scheduled joint meetings with the Commissions: EDA on Tuesday, December 17 at 7:30 a.m.; Parks on February 4, 6:30 p.m. Planning TBD. Goodroad announced a Developer Round Table on January 6 at lunchtime as part of the new project market study in SW Dayton.

Goodroad stated she was approached by a developer with a project that crosses over into Dayton and Rogers. She stated the developer has 12 lots that are in Dayton and would like to use Rogers water and sewer for the homes. In addition, the developer would like to create another project on the same property, all within Dayton, and use Rogers water and sewer. Goodroad stated the developer is in the audience and would like feedback from the Council as to their opinion on the project. McNeil pushed the discussion to after staff and Council updates.

**Farrell** – Public Works is working on ice rinks and plans to start flooding this week. The City has responded to three snow events this season and resulted in some damage to
yards. The City will restore the damaged yards in the spring. The City is trying a new salt product on the streets from a manufacturer in Dayton.

Enga – Dayton PD competed with 8 agencies for a Coat Drive and donated over 300 coats. The Department came in first place and received a traveling trophy. Dayton Officers are participating in Shop with a Cop in Rogers.

Fisher – Watched the Parks Commission meeting and supports improving the DNR landing on Diamond Lake.

Mellberg – Would like to see a Master Plan for Diamond Lake and secure public land for access.

Other Business:
Marty Campion and Dale Willenbring came forward and stated they are interested in a property that overlaps Dayton and Rogers for a new housing development. The developer would like to use Rogers sewer and water for the portion that is in Dayton. Council consensus is to agree to the 12 properties that overlap into Dayton to hook up to Rogers water and sewer. Council was not favorable to allowing the additional 40 lots to hook up to Rogers sewer and water unless there are extenuating circumstances not known at this time.

ADJOURNMENT:
MOTION: Motion was made by Councilmember Mellberg, seconded by Councilmember Fisher to adjourn at 7:58 p.m. Motion carries unanimously.

Respectfully Submitted,

Shari Kunza, Recording Secretary
TimeSaver Off Site Secretarial, Inc.

Approved: __________________ Attest: Slacie Brown
Mayor McNeil called the public meeting to order at 8:00 a.m.

PRESENT: Mayor Tim McNeil, Bob O’Brien, Dennis Fisher, Julie Gustafson and Jon Mellberg

ABSENT:

ALSO PRESENT: City Administrator/Development Director Tina Goodroad, and City Clerk Amy Benting

APPROVAL OF AGENDA:
Councilmember O’Brien requested to add a consent item to the agenda; to wish the staff and citizens of Dayton a Merry Christmas and a prosperous new year.

MOTION: Motion was made by Councilmember O’Brien, seconded by Councilmember Fisher to approve the agenda items, as amended.
Motion carried unanimously.

CONSENT ITEMS:

A. Approval of Claims for December 18, 2019
B. Approval of Resolution 72-2019; Amendment to Resolution 41-2017 Regarding Fire Pension
C. Council Holiday Message to Citizens and Staff

MOTION: Motion was made by Councilmember Gustafson, seconded by Councilmember Fisher, to approve the Consent Items.
The motion carries unanimously.

ADJOURNMENT:

MOTION: Motion was made by Councilmember Fisher, seconded by Councilmember Mellberg to adjourn at 8:08 a.m.
Motion carries unanimously.

Approved: __________________ Attest: Amy Benting
APPLICANT: Andrew Frette
PHONE: 612-919-1751

ADDRESS: 1200 Washington Ave N
CITY: Minneapolis
STATE: MN
ZIP: 55401

EMAIL ADDRESS: jsepanski@mi-tech.us

SITE AREA/ADDRESS: 11660 Troy Lane North
CITY: Dayton
STATE: MN
ZIP: 55369

JOB DESCRIPTION: Directional bore (1) 2" fiber optic cable and set new hand holes.

LEGAL DESCRIPTION: LOT: 004 BLOCK: 002 SUBDIVISION:

**Remit Escrow Payment to this Address:

PLEASE INCLUDE A DRAWING OF THE SITE AND WORK TO BE COMPLETED

CONTRACTOR

COMPANY NAME: MCI Metro Access Transmission d/b/a Verizon Access Transmission
LICENSE #:
ADDRESS: 1200 Washington Ave N
CITY: Minneapolis
STATE: MN
ZIP: 55401
CONTACT NAME: Andrew Frette
DAYTIME PHONE: 612-919-1751
EMAIL:

SPECIAL CONDITIONS/REMARKS:
NOTE: THERE MAY BE A DRAIN TILE INSTALLED BEHIND THE CURB IN THIS LOCATION.

ALL WORK TO BE DONE IN UTILITY EASEMENT.

THE UNDERSIGNED HEREBY AGREES THAT, IN CASE SUCH PERMIT IS GRANTED, THAT ALL WORK WHICH SHALL BE DONE AND ALL MATERIALS WHICH SHALL BE USED SHALL COMPLY WITH THE PLANS AND SPECIFICATIONS HEREWITH SUBMITTED AND WITH ALL THE ORDINANCES OF SAID CITY OF DAYTON APPLICABLE HERETO.

NAME OF APPLICANT (please print): Andrew Frette

APPLICANT'S SIGNATURE: Andrew Frette
Digitally signed by Andrew Frette
Date: 2020.01.02 10:07:48 -06'00'

DATE: 1/2/2020

CONTACT PUBLIC WORKS TO SCHEDULE INSPECTION AT 763-427-3224

PW SUPERINTENDENT SIGNATURE: [Signature] DATE: 1/6/2019

REQUIRED APPROVAL:

12260 S. Diamond Lake Rd • Dayton MN 55327 • (763) 427-4589 • www.cityofdaytonmn.com
Rev 10/02/2018
ITEM:

Resolution 01-2020; Official Depositories, Newspaper and Bank Signatories

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Resolution 01-2020; Official Depositories, Newspaper and Bank Signatories

BACKGROUND:

At the first meeting of each year the City Council sets official depositories and official bank signatures. These depositories have been the same for the past several years. In 2019 the Council approved using PMA services to manage our investments so you will not see PMA and US Bank now listed. The City no longer uses Wells Fargo, UBS Financial services or Multi-bank Securities. All the items are filled in please make any changes that are wanted.

CRITICAL ISSUES:

There are not 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 01-2020

ATTACHMENT(S):

Resolution 01-2020
RESOLUTION NO. 01-2020

RESOLUTION SETTING OFFICIAL DEPOSITORIES, NEWSPAPER AND BANK SIGNATORIES FOR 2020

WHEREAS, the City Council of the City of Dayton ordains the following official designations and appointments for the year 2020

OFFICIAL DEPOSITORY: 21st Century Bank

OFFICIAL DEPOSITORY: PMA Financial Network Inc.

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: Councilman Jon Mellberg
Councilman Bob O’Brien
City Clerk Amy Benting

Passed this 14th day of January, 2020 by the City Council of the City of Dayton

Motion was made by Councilmember ***, seconded by Councilmember ***, to approve Resolution 01-2020

Mayor Tim McNeil

ATTEST:

Clerk- Amy Benting
ITEM:

Ordinance 2020-01 Adopting City fees and escrow schedule.

PREPARED BY:

Tina Goodroad, City Administrator/Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Ordinance 2020-01

BACKGROUND:

The Fee Schedule was last updated January 2019. Staff reviewed the fee schedule for necessary updates for 2020. As we discussed in November, we simplified some standard building permits in an effort to reduce costs for common residential improvements. This includes a flat fee for accessory buildings under 1,751 sq. ft.; residential fences; and decks. We are also including a 25% reduction on permit and plan check fees for homes 20 years or older for any remodel; basement finish or additions.

The schedule includes the annual increase to utility rates and development fees of 5%. One exception is the Water Access Charge (WAC) that is paid at time of building permit. Staff is proposing a larger percentage (20%) to increase revenue for a south water tower combined with all other the other water supply and storage needs planned between 2020-2029 as included on the CIP. This new WAC fee would be applied to all new water connections at time of issuance of a building permit. This increase is consistent with the assumptions in the south water tower scenario that we reviewed this fall prior to acceptance of the long-term plan.

Staff is also proposing an increase to the park and trail dedication fees. The fees have not been increased since 2015. Fees are charged to developers in lieu of land dedication. The revenue is dedicated solely for construction of parks and trails as a result of development. When the city builds a new park or trail, based on the park and trail plan, this revenue is used rather than general levy.

Fees are based on estimates to build out our park and trail system. This includes neighborhood parks, tot lots, community parks, and city trails (roadside) and Stephens Farm. Costs were estimated based on total construction from site prep/grading, to installation of a variety of park features. Community Park costs are based on facilities needed for fields, baseball/softball diamonds, hockey, parking, restrooms/concessions, playgrounds and trails. Stephens Farm costs are based on complete construction including multi-purpose building that can be used for rentals such as weddings.
Total park development need based on the Park and Trail plan includes 8 new Neighborhood Parks, possible four Community Park complexes, three tot lots, build out of Stephens Farm, and acquisition of land for these parks. Total costs for complete park system is $47,657,499. Using this total (based on elements and construction costs for each park listed above) the cost was spread between developable acres of residential (and potential units) and non-residential.

The trail plan calls for construction of approx. 54 miles of roadside trails (not including developer-built trails). Trail fees are based on construction cost plus acquisition of easements.

The proposed park and trail fees are included in the fee schedule in section 9 and include $6,500 per acre for non-residential and $6,000 per unit for residential ($3,700 for park and $2,300 unit for trail). This is a $740 increase for residential and $900 increase for non-residential. Like all development fees, Park and Trail dedication fees should be evaluated annually when the Park and Trail plan is updated.

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 and permitting, 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 2020-01 adopting fees and escrow schedule.

**ATTACHMENT(S):**

Ordinance 2020-01 including Exhibit “A” Fee and Escrow Schedule
ORDINANCE NO. 2020-01

CITY OF DAYTON

AN ORDINANCE ADOPTING CITY FEES AND ESCROW SCHEDULE

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 when published.

PASSED this 14th day of January, 2020, by the Dayton City Council.

City of Dayton

________________________________________
Mayor

Attest:

________________________________________
Clerk

Published on
**FEE SCHEDULE 2020**

**SECTION 1: ADMINISTRATIVE**

<table>
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<tr>
<th>Service</th>
<th>Fee</th>
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<tbody>
<tr>
<td>BAD CHECK FEE:</td>
<td>$38.00</td>
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<tr>
<td>B/W UP TO 8 ½” X 11” 10- 100 COPIES:</td>
<td>$0.25 + Staff Time</td>
</tr>
<tr>
<td>B/W UP TO 8 ½” X 11” 101 COPIES +:</td>
<td>$0.30 + Staff Time</td>
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<td>B/W OVERSIZE – 11” X 17”:</td>
<td>$0.50 + Staff Time</td>
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<tr>
<td>COLOR UP TO 8 ½” X 14”:</td>
<td>$1.00 + Staff Time</td>
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<tr>
<td>COLOR OVERSIZE – 11” X 17”:</td>
<td>$1.20 + Staff Time</td>
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<tr>
<td>COPIES/FAX/MAPS: (PER SHEET):</td>
<td>Actual Cost + Staff Time (if retrieval is &gt; 5 min)</td>
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<tr>
<td>DATA REQUEST:</td>
<td>Actual Cost (materials) + Staff Time ($50 minimum)</td>
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<tr>
<td>INTEREST CHARGE ON PAST DUE ESCROWS:</td>
<td>10% annually (if not paid within 30 days of bill date)</td>
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**CITY PUBLICATIONS IF COPIES REQUESTED**

<table>
<thead>
<tr>
<th>Publication</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>BUDGET:</td>
<td>Actual Cost + Staff Time</td>
</tr>
<tr>
<td>AUDIT:</td>
<td>Actual Cost + Staff Time</td>
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<tr>
<td>CAPITAL IMPROVEMENT PLAN (CIP):</td>
<td>Actual Cost + Staff Time</td>
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<tr>
<td>COMPREHENSIVE PLAN:</td>
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<tr>
<td>ZONING ORDINANCE:</td>
<td>Actual Cost + Staff Time</td>
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<tr>
<td>SUBDIVISION ORDINANCE:</td>
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<td>ENGINEERING DESIGN MANUAL:</td>
<td>Actual Cost + Staff Time</td>
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<tr>
<td>OTHER PUBLICATIONS:</td>
<td>Actual Cost + Staff Time</td>
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**SECTION 2: CITY CLERK**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>CERTIFIED COPIES:</td>
<td>$10.00 (after first copy)</td>
</tr>
<tr>
<td>CERTIFY FOR NON-PAYMENT TO TAXES:</td>
<td>15% of the bill (Utilities/Escrow)</td>
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</table>

**PUBLIC HEARING NOTICES**

<table>
<thead>
<tr>
<th>Mailings:</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHAMPLIN-DAYTON PRESS PUBLICATION:</td>
<td>Actual Cost</td>
</tr>
</tbody>
</table>
### MAILING LABELS

(HENNEPIN/WRIGHT COUNTY): Actual Cost

### RECORDING – HENNEPIN/WRIGHT COUNTY

| Abstract & Torrens Properties: | Actual Cost + Staff Time |

### RENTAL HOUSING LICENSE

| Application – Single Family/Townhome: | $75.00/per unit (includes initial inspection) |
| Re-inspections required prior to licensing: | $75.00/per inspection |
| Application – Apartments: | $150.00/per building |
| Inspections - Apartments: | $25.00/per unit |

### ADULT ENTERTAINMENT ESTABLISHMENT

| Cost per establishment: | $5,000.00 |

### THERAPEUTIC MASSAGE THERAPIST:

| Massage technician license: | $500.00 |

### SOLICITOR/PEDDLER/TRANSIENT MERCHANTS

| Application fee: | $35.00 |
| Weekly fee: | $30.00 |
| Monthly fee: | $65.00 |
| Yearly fee: | $300.00 |

### FACILITY RESERVATION FEES

| Central Park: | $200.00 per day |
| Gazebo Reservation (e.g. Cloquet Overlook and Sue McLean Park): | $75.00 per day |
| McNeil Park: | $100.00 per day |
| McNeil Park with lights: | $150.00 per day |
| Damage deposit (in addition to fee): | $100.00 per day |
| Concession stand: | $50.00 per day |
| Additional restroom rental: | Actual Cost |

### ACTIVITY CENTER RENTAL

| Damage deposit: | $300.00 (Civic Groups $150 deposit) |

Exhibit A: City of Dayton Fee Schedule Ord. No. 2020-01
### WEEKDAY RATES (M-TH)

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Resident</th>
<th>Non-Resident</th>
<th>Non-Profit (Must Show 501 Status)</th>
<th>Civic Group (501C3 or 501C4 – E.g. Scouts or Lions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day (8a-4p)</td>
<td>$150.00</td>
<td>$175.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Hourly (Max of Full Day Rate)</td>
<td>$40.00</td>
<td>$45.00</td>
<td>$25.00</td>
<td>$25.00*</td>
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</tbody>
</table>

### WEEKEND RATES (FRI-SUN)

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Day (8a-4p)</td>
<td>$250.00</td>
<td>$275.00</td>
</tr>
<tr>
<td>Hourly (Max of Full Day Rate)</td>
<td>$65.00</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

**Activity center rental notes:**
* Civic groups have free rental, with $150 damage deposit, M-Th, 4:00pm to 9:00pm
** Hourly rates Fri-Sun are available no more than 45 days ahead of event date

### LARGE ASSEMBLY PERMIT

200+ People: $100.00 per event

### LIQUOR/TOBACCO LICENSING

- **On Sale Liquor License:** $3,000.00 per year (due July 1st)
- **Off Sale Liquor:** $100.00 per year (due July 1st)
- **On Sale Sunday Liquor:** $200.00 per year (due July 1st)
- **Set Up License:** $125.00 per year (due April 1st)
- **Off Sale 3.2 License:** $15.00 per year (due July 1st)
- **Temporary One Day 3.2:** $15.00 per day
- **License Tobacco License:** $200.00 per year (due January 1st)
- **Temporary Intoxicating Beverage License:** $25.00 per day

### MISCELLANEOUS

- **Nonresident Notary Fee:** $1.00 Per Document
- **Special Assessment Searches:** $25.00 each

### SECTION 3: BUILDING

**Accessory Buildings Over 200 Square Feet (Residential)**

<table>
<thead>
<tr>
<th>Size Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 to 800 Square Feet (Sq. Ft.)</td>
<td>$300 + $1 State Surcharge</td>
</tr>
<tr>
<td>801 to 1,250 Sq. Ft.</td>
<td>$365 + $1 State Surcharge</td>
</tr>
<tr>
<td>1,251 to 1,750 Sq. Ft.</td>
<td>$430 + $1 State Surcharge</td>
</tr>
</tbody>
</table>

Exhibit A: City of Dayton Fee Schedule Ord. No. 2020-01
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1,751 SQ. FT. AND OVER</strong></td>
<td>Based on valuation + plan check + state surcharge</td>
</tr>
<tr>
<td><strong>ACCESSORY BUILDING OVER 200 SQUARE FEET (NON-RESIDENTIAL)</strong></td>
<td>Based on valuation + plan check + state surcharge</td>
</tr>
<tr>
<td><strong>BASEMENT REFINISHING, REMODELS, AND ADDITIONS REQUIRING BUILDING PERMIT:</strong></td>
<td>Based on valuation + plan check + state surcharge</td>
</tr>
<tr>
<td><strong>DISCOUNT FOR HOMES 20 YEARS OR OLDER (REMODELS, BASEMENT FINISHES, ADDITIONS)</strong></td>
<td>25% reduction on permit fee + plan check fee; State surcharge is still applied based on valuation</td>
</tr>
<tr>
<td><strong>LANDSCAPING/SITE REVIEW ESCROWS (IF REQUIRED):</strong></td>
<td>$3,000.00 (minimum escrow)</td>
</tr>
<tr>
<td><strong>ADDITIONAL C/O INSPECTIONS (AFTER 3 INSPECTIONS):</strong></td>
<td>$100 each</td>
</tr>
<tr>
<td><strong>BUILDING RE-INSPECTION FEE (AFTER 2ND INSPECTION):</strong></td>
<td>$47.00 established under state building code</td>
</tr>
<tr>
<td><strong>DECK PERMIT:</strong></td>
<td>$260 + $1 state surcharge</td>
</tr>
<tr>
<td><strong>RETAINING WALL PERMIT OVER 4 FEET IN HEIGHT:</strong></td>
<td>Based on valuation + plan check</td>
</tr>
<tr>
<td><strong>FENCE PERMIT, FENCES &lt; 7 FEET:</strong></td>
<td>$50</td>
</tr>
<tr>
<td><strong>FENCE PERMIT, FENCES &gt; 7 FEET:</strong></td>
<td>$127.00 + $82.55 plan check fee + $1 state surcharge</td>
</tr>
<tr>
<td><strong>BUILDING MOVING PERMIT:</strong></td>
<td>Based on valuation + plan check + Fee to Metro West</td>
</tr>
<tr>
<td><strong>MECHANICAL PERMIT (COMMERCIAL):</strong></td>
<td>Based on valuation + plan check + $1 (state surcharge)</td>
</tr>
<tr>
<td><strong>MECHANICAL PERMIT (RESIDENTIAL):</strong></td>
<td>$61.00 + $5 per fixture (new construction) + $1 (state surcharge)</td>
</tr>
<tr>
<td><strong>MOBILE HOME:</strong></td>
<td>Based on valuation + plan check</td>
</tr>
<tr>
<td><strong>MODULAR HOME PLAN REVIEW:</strong></td>
<td>Based on valuation + plan check</td>
</tr>
<tr>
<td><strong>PLAN CHECK FEES</strong></td>
<td>65% of Permit Fee</td>
</tr>
<tr>
<td><strong>ROUTINE:</strong></td>
<td>Actual cost (may be billed separately)</td>
</tr>
<tr>
<td><strong>ADDITIONAL CONSULTANT REVIEW (ENGINEER, PLANNER, ETC.):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>MASTER PLAN DESIGNATED:</strong></td>
<td>25% of Permit Fee</td>
</tr>
<tr>
<td><strong>PLUMBING PERMIT (COMMERCIAL):</strong></td>
<td>Based on valuation + Plan check</td>
</tr>
<tr>
<td><strong>PLUMBING PERMIT (RESIDENTIAL):</strong></td>
<td>$61.00 + $5 per fixture (New Construction) + $1 (state surcharge)</td>
</tr>
<tr>
<td><strong>FIRE PLACE PERMIT (RESIDENTIAL):</strong></td>
<td>$61.00 + $5 per additional + $1 state surcharge</td>
</tr>
</tbody>
</table>

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on valuation + plan check fee + state surcharge per Metro West Inspection Services inc. Building Permit Fee Schedule – 1997. 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 4: OVER THE COUNTER**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog License, Lifetime</td>
<td>$10.00</td>
</tr>
<tr>
<td>Air Conditioning Installations</td>
<td>$61 + $1 (State surcharge) = $62.00</td>
</tr>
<tr>
<td>Air to Air Exchange Permit</td>
<td>$61 + $1 (State surcharge) = $62.00</td>
</tr>
<tr>
<td>Burn Permit</td>
<td>$25.00 (illegal burn fee will double)</td>
</tr>
<tr>
<td><strong>Connection Charges</strong></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>$75 + $1 (State surcharge) = $76.00</td>
</tr>
<tr>
<td>Water</td>
<td>$75 + $1 (State surcharge) = $76.00</td>
</tr>
<tr>
<td><strong>Demolition Permits</strong></td>
<td></td>
</tr>
<tr>
<td>Single-Family Structures</td>
<td>$100 + $1 (State surcharge) = $101.00</td>
</tr>
<tr>
<td>Garages/Barns</td>
<td>$50 +$1 (State surcharge) = $51.00</td>
</tr>
<tr>
<td>Multiple-Family Structures</td>
<td></td>
</tr>
<tr>
<td>First Two Units</td>
<td>$150 +$1 (State surcharge) = $151.00</td>
</tr>
<tr>
<td>Each Additional Unit</td>
<td>$50.00</td>
</tr>
<tr>
<td>Commercial Units</td>
<td></td>
</tr>
<tr>
<td>Drain Tiling</td>
<td>$61 + $1 (state surcharge) = $62.00</td>
</tr>
<tr>
<td>Furnace</td>
<td>$61 + $1 (state surcharge) = $62.00</td>
</tr>
<tr>
<td>Windows/Door Replacement (Per Structure)</td>
<td>$61 + 1$ (state surcharge) = $62.00</td>
</tr>
<tr>
<td>Re-Roofing Permit (Per Structure)</td>
<td>$61 + $1 (state surcharge) = $62.00</td>
</tr>
<tr>
<td>RPZ</td>
<td>$61 + $1 (state surcharge) = $62.00</td>
</tr>
<tr>
<td>Septic System Tank Demolition</td>
<td>$50.00</td>
</tr>
<tr>
<td>Septic System Permit/Site Inspection</td>
<td>$400.00</td>
</tr>
<tr>
<td>Septic System Repair</td>
<td>$125.00</td>
</tr>
<tr>
<td>Siding Permit (Per Structure)</td>
<td>$61 + $1 (state surcharge) = $62.00</td>
</tr>
<tr>
<td>Utility/Row Permit</td>
<td>$100.00 + $3,000 escrow</td>
</tr>
<tr>
<td>Water Heaters</td>
<td>$15 + $1 (state surcharge) = $16.00</td>
</tr>
<tr>
<td>Water Softener</td>
<td>$15 + $1 (state surcharge) = $16.00</td>
</tr>
</tbody>
</table>

*State surcharges are calculated as .0005% of job value ($1.00 minimum, up to $1 million)

**SECTION 5: PLANNING**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Kennel License (5 Dogs)</td>
<td>See IUP/CUP in Section 6</td>
</tr>
<tr>
<td>Residential Kennel License (5 Dogs)</td>
<td>See IUP/CUP in Section 6</td>
</tr>
</tbody>
</table>
### PROJECT RECOVERY RATE FACTOR

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate/Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ENGINEERING SERVICES:</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>LEGAL SERVICES:</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS CONSULTANTS:</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>CITY STAFF SERVICES:</strong></td>
<td>$59.50 (Per Hour)</td>
</tr>
</tbody>
</table>

### PUBLIC HEARING NOTICES

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate/Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAILINGS:</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>CHAMPLIN-DAYTON PRESS PUBLICATION:</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>MAILING LABELS (HENNEPIN/WRIGHT COUNTY):</strong></td>
<td>Actual Cost</td>
</tr>
<tr>
<td><strong>AGRICULTURE PRESERVE APPLICATION (MIN 40 ACRES):</strong></td>
<td>$50.00 per application (per Statute)</td>
</tr>
<tr>
<td><strong>ZONING LETTER</strong></td>
<td>$50.00 per property</td>
</tr>
</tbody>
</table>

### SIGN PERMIT

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate/Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHANGE IN SIGN FACE (NO INCREASE IN SIZE):</strong></td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>INCORRECT SIZE OF EXISTING SIGN:</strong></td>
<td>Based on valuation1 + Plan Check1 ($75.00 min)</td>
</tr>
<tr>
<td><strong>NEW SIGN ON EXISTING SUPPORT:</strong></td>
<td>Based on valuation1 + Plan check1 ($75.00 min)</td>
</tr>
<tr>
<td><strong>NEW PERMANENT MONUMENT SIGN:</strong></td>
<td>Based on valuation1 + Plan check1 ($75.00 min)</td>
</tr>
<tr>
<td><strong>NEW PERMANENT POLE MOUNTED SIGN:</strong></td>
<td>Based on valuation1 + Plan check1 ($75.00 min)</td>
</tr>
<tr>
<td><strong>NEW PERMANENT WALL SIGN:</strong></td>
<td>Based on valuation1 + Plan check1 ($75.00 min)</td>
</tr>
<tr>
<td><strong>TEMPORARY/EVENT SIGNAGE:</strong></td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>NON-PROFIT TEMP. EVENT SIGNAGE:</strong></td>
<td>No Cost (if documented 501c3)</td>
</tr>
<tr>
<td><strong>IRRIGATION SYSTEMS FOR NEW SYSTEMS NOT INSTALLED WITH HOME (CITY SEWER/WATER):</strong></td>
<td>$99 + $1 (state surcharge)</td>
</tr>
<tr>
<td><strong>SWIMMING POOL PERMIT (IN GROUND POOLS OR ABOVE GROUND POOLS OVER 5,000 GALLONS):</strong></td>
<td>Based on valuation1 + plan check1 + state surcharge</td>
</tr>
<tr>
<td><strong>WORK WITHOUT PERMIT</strong></td>
<td>Double fee/fine</td>
</tr>
</tbody>
</table>

*Any building permit type not mentioned (e.g. residential, commercial, industrial, new construction) fee will be based on valuation + plan check fee + state surcharge per Metro West Inspection Services inc. Building Permit Fee Schedule – 1997. 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** *(SEE NOTE)*

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Application Fee</th>
<th>Escrow</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADMINISTRATIVE SUBDIVISION:</strong></td>
<td>$300.00</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>COMPREHENSIVE PLAN AMENDMENT:</strong></td>
<td>$300.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td><strong>CONDITIONAL USE PERMIT (CUP) OR INTERIM USE PERMIT (IUP):</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential/Agriculture District:</td>
<td>$150.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>All Other Districts:</td>
<td>$300.00</td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE HOME OCCUPATION:</strong></td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td><strong>EXTENDED HOME BUSINESS:</strong></td>
<td></td>
<td>Same as IUP fees and escrow</td>
</tr>
<tr>
<td><strong>CONCEPT PLAN REVIEW:</strong></td>
<td>$300.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td><strong>DEVELOPMENT/LAND USE SIGN (FOR PUBLIC HEARINGS):</strong></td>
<td>$50.00</td>
<td>per sign (as determined by City Staff)</td>
</tr>
<tr>
<td><strong>PLANNED UNIT DEVELOPMENT:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary:</td>
<td>$300.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Final:</td>
<td>$300.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Amendment:</td>
<td>$300.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td><strong>PLAT FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Plat:</td>
<td>$300.00</td>
<td>$275.00 per lot Escrow</td>
</tr>
<tr>
<td>Final Plat:</td>
<td>$300.00</td>
<td>$5,000.00 escrow at application AND Initial Escrow of 3% of Construction costs as determined by City Engineer due at pre-construction meeting prior to development work starting</td>
</tr>
<tr>
<td><strong>REZONING OR TEXT AMENDMENT:</strong></td>
<td>$300.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>SITE PLAN APPLICATION:</strong></td>
<td>$300.00</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>TECNOLOGY/SOFTWARE FEE INCLUDED IN FINAL PLAT, PAID AT TIME OF APPLICATION:</strong></td>
<td></td>
<td>$50.00 per lot fee</td>
</tr>
<tr>
<td><strong>VARIANCE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential or Agriculture District:</td>
<td>$150.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>All Other Districts:</td>
<td>$300.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>WAIVER OF PLAT:</strong></td>
<td>$300.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>GRADING/EXCAVATING PERMIT (CUBIC YARDS):</strong> (when not part of a development application)</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

Exhibit A: City of Dayton Fee Schedule Ord. No. 2020-01
### Exhibit A: City of Dayton Fee Schedule Ord. No. 2020-01

<table>
<thead>
<tr>
<th>Volume</th>
<th>Hauling Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 – 999</td>
<td>$100.00 for first 100 cubic yards, plus $65.00 per each additional 100 cubic yards or fraction thereof</td>
</tr>
<tr>
<td>1000 – 9,999</td>
<td>$350.00 for the first 1,000 cubic yards plus $60.00 per each additional 1,000 cubic yards or fraction thereof</td>
</tr>
<tr>
<td>10,000 – 99,000</td>
<td>$650.00 for the first 10,000 cubic yards plus $50.00 per each additional 10,000 cubic yards or fraction thereof</td>
</tr>
<tr>
<td>100,000 AND OVER</td>
<td>$1,200.00 for first 100,000 cubic yards plus $25.00 per each additional 10,000 cubic yards or fraction thereof</td>
</tr>
</tbody>
</table>

### Hauling Fee When Using City Streets (materials hauled in or out of site)

<table>
<thead>
<tr>
<th>Volume</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>LESS THAN 50,000 CUBIC YARDS</td>
<td>$0</td>
</tr>
<tr>
<td>GREATER THAN 50,000 CUBIC YARDS</td>
<td>First 50,000 cubic yards costs $0 plus $.55 per additional one cubic yard or fraction thereof</td>
</tr>
</tbody>
</table>

### Wetland Application

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO LOSS DETERMINATION:</td>
<td>$150.00 Application Fee; 250.00 Escrow</td>
</tr>
<tr>
<td>EXEMPTION:</td>
<td>$150.00 Application Fee; $650.00 Escrow</td>
</tr>
<tr>
<td>REPLACEMENT PLAN:</td>
<td>$150.00 Application Fee; $1,250.00 Escrow</td>
</tr>
<tr>
<td>WETLAND DELINEATION REVIEW:</td>
<td>$150.00 Application Fee; $650.00 Escrow</td>
</tr>
<tr>
<td>WETLAND BANKING APPLICATION:</td>
<td>$150.00 Application Fee; $650.00 Escrow</td>
</tr>
<tr>
<td>LAND DEVELOPMENT WCA REVIEW 1-25 LOTS:</td>
<td>$300.00 Application Fee; $2,500.00 Escrow</td>
</tr>
<tr>
<td>LAND DEVELOPMENT WCA REVIEW 26-50 LOTS:</td>
<td>$300.00 Application Fee; $3,000.00 Escrow</td>
</tr>
<tr>
<td>LAND DEVELOPMENT WCA REVIEW EACH LOT OVER 50:</td>
<td>$300.00 Application Fee; $25.00 Per Lot Escrow after 50 lots (base $3,000 Escrow)</td>
</tr>
<tr>
<td>INSPECTION OF RESTORATION PLAN</td>
<td>$250.00</td>
</tr>
<tr>
<td>WCA VIOLATION</td>
<td>$5,000 Escrow</td>
</tr>
</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>DANGEROUS DOGS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DANGEROUS DOG LICENSE:</strong></td>
<td>$490.00 per year + annual license</td>
</tr>
<tr>
<td><strong>DANGEROUS DOG SIGN:</strong></td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>DANGEROUS DOG TAGS:</strong></td>
<td>$5.00</td>
</tr>
</tbody>
</table>

| CONTRACT SECURITY | $100/hr |

| FALSE ALARM FINE – POLICE | $100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is $100.00 |

| FINGER PRINTING | $15.00 |
| POLICE REPORTS | $10.00 |

<table>
<thead>
<tr>
<th>FIRE INSPECTIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FIRST FOLLOW-UP:</strong></td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>SECOND FOLLOW-UP:</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>THIRD FOLLOW-UP:</strong></td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>FOURTH FOLLOW-UP:</strong></td>
<td>$200.00</td>
</tr>
</tbody>
</table>

| FIRE SUPPRESSION PERMIT | Based on Valuation¹ + Plan Check¹ |
| FALSE ALARM FINE – FIRE | $100.00 fee upon receipt of third false alarm notice at an address in one calendar year. Each additional false alarm after the third is $100.00 |

## SECTION 8: PUBLIC WORKS

| PERMIT TO EXCEED ROAD RESTRICTIONS | $100.00 |

| UTILITY/ROW PERMIT | $100.00 Permit fee AND $3,000 escrow per permit OR $10,000 escrow for the year |

| SMALL CELL WIRELESS FACILITY COLLOCATION PERMIT | $500 for collocation of up to five (5) small wireless, 100 per small wireless facility beyond five (5) |

| SMALL CELL WIRELESS, NEW STRUCTURE PERMIT | $1,000 per new pole |

<table>
<thead>
<tr>
<th>SEWER AND WATER UTILITY RATES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WATER BASE:</strong></td>
<td>$14.77/Bi-Monthly</td>
</tr>
<tr>
<td><strong>WATER USAGE: PER 1,000 (GAL) 0-6,000 GAL:</strong></td>
<td>$3.21</td>
</tr>
<tr>
<td><strong>WATER USAGE: PER 1,000 (GAL) 6,001-10,000:</strong></td>
<td>$3.55</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>WATER USAGE: PER 1,000 (GAL)</td>
<td></td>
</tr>
<tr>
<td>10,001-33,000:</td>
<td>$3.89</td>
</tr>
<tr>
<td>OVER 33,001:</td>
<td>$4.27</td>
</tr>
<tr>
<td>WATER AVAILABILITY FEE FOR EXISTING RESIDENCES WITH AVAILABLE WATER SERVICE AND HAVE NOT CONNECTED:</td>
<td>$14.77/Bi-Monthly</td>
</tr>
<tr>
<td>SEWER BASE:</td>
<td>$21.59/Bi-Monthly</td>
</tr>
<tr>
<td>SEWER USAGE PER 1,000 (GAL)</td>
<td>$4.70</td>
</tr>
<tr>
<td>SEWER ONLY NDL 1,000 (GAL) AND OVER:</td>
<td>$6.35</td>
</tr>
<tr>
<td>MN CONNECT FEE:</td>
<td>$1.06/Bi-Monthly</td>
</tr>
<tr>
<td>CHAMPLIN FEE PER UNIT NATURES CROSSING:</td>
<td>$12.06/Month</td>
</tr>
<tr>
<td>HYDRANT WATER METER PER 1,000 (GAL)</td>
<td>4.27</td>
</tr>
<tr>
<td>WATER METER USE FEES:</td>
<td></td>
</tr>
<tr>
<td>RESIDENTIAL METER:</td>
<td>$14.77</td>
</tr>
<tr>
<td>⌀¾ INCH WATER (BASE FEE):</td>
<td>$34.44</td>
</tr>
<tr>
<td>1 INCH WATER (BASE FEE):</td>
<td>$43.84</td>
</tr>
<tr>
<td>1.5 INCH WATER (BASE FEE):</td>
<td>$56.36</td>
</tr>
<tr>
<td>2 INCH WATER (BASE FEE):</td>
<td>$90.80</td>
</tr>
<tr>
<td>3 INCH WATER (BASE FEE):</td>
<td>$344.42</td>
</tr>
<tr>
<td>4 INCH WATER (BASE FEE):</td>
<td>$437.69</td>
</tr>
<tr>
<td>6 INCH WATER (BASE FEE):</td>
<td>$657.53</td>
</tr>
<tr>
<td>10 INCH WATER (BASE FEE):</td>
<td>$1,565.55</td>
</tr>
<tr>
<td>WATER SHUT OFF AND RECONNECTION FEE:</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**SECTION 9: DEVELOPMENT TRUNK AND CONNECTION FEES**

<table>
<thead>
<tr>
<th>TRUNK AREA CHARGES</th>
<th>Non-Residential and High Density (12 units or greater)</th>
<th>Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>STORM WATER</td>
<td>$7,475/acre</td>
<td>$2,875/unit</td>
</tr>
<tr>
<td>SANITARY SEWER</td>
<td>$5,643/acre</td>
<td>$2,170/unit</td>
</tr>
<tr>
<td>SANITARY SEWER LATERAL CHARGE</td>
<td>Credit eligibility calculated as part of development agreement</td>
<td>Credit eligibility calculated as part of development agreement</td>
</tr>
<tr>
<td>WATER</td>
<td>$7,650/acre</td>
<td>$2,942/unit</td>
</tr>
</tbody>
</table>
### CONNECTION FEES (A BUILDING PERMIT)

<table>
<thead>
<tr>
<th>Connection Fee</th>
<th>Non-Residential</th>
<th>Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SEWER ACCESS CHARGE (SAC)</strong></td>
<td>$3,255/unit ($770 city +$2,485)</td>
<td>$3,255/unit ($770 city +$2,485)</td>
</tr>
<tr>
<td><strong>WATER ACCESS CHARGE (WAC)</strong></td>
<td>$9,121/acre</td>
<td>$3,512/unit</td>
</tr>
<tr>
<td><strong>MAPLE GROVE WAC (PAID TO MAPLE GROVE IN SOUTH DAYTON)</strong></td>
<td>Current fee charged by Maple Grove</td>
<td>Current fee charged by Maple Grove</td>
</tr>
<tr>
<td><strong>PARK AND TRAIL DEDICATION</strong></td>
<td>Non-Residential</td>
<td>Residential</td>
</tr>
<tr>
<td><strong>PARK DEDICATION</strong></td>
<td>$6,500/acre</td>
<td>$3,700/unit</td>
</tr>
<tr>
<td><strong>TRAIL DEDICATION</strong></td>
<td>-</td>
<td>$2,300/unit</td>
</tr>
</tbody>
</table>

*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

---

1 See Metro West Inspection Services Inc. Building Permit Fee Schedule – 1997. This 1997 fee schedule developed by Metro West remains in effect and details permit fees, plan check fees, and State Surcharges based on valuation of work.

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.
PRESENTER: Marty Farrell

ITEM: Signage Contract: Approval of Contract with Visual Communications for production of Designs, and Master Plan for City Wide Signage

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Staff advertised a Request for Proposal (RFP) for Signage designs, we received 7 proposals. Staff took the initial proposals and scored them down to 3 finalists. The 3 finalists were reviewed by a panel of staff, 1 council member, 1 EDA member and a resident. After discussion it was agreed that the Visual Communications proposal although not the cheapest gave more value to the City than the other options. Their experience with similar projects and the complete list of services they offered as part of their base bid price, made their proposal stand out.

BACKGROUND: The City recently completed a branding exercise, which staff has been introducing on various items, City trucks, uniforms, stationery, and the City web site. The next step with the branding effort is to incorporate the design and standards into a City-wide signage plan.

The City has not had a unified signage plan and therefore signage in the City has grown organically and does not present a cohesive design, or have a standard for the various sign types required within the City, these can range from very large monument signs with landscaping, to smaller Park identifiers and trail finding markers. Each of these styles should present the viewer with a visual experience that they can relate to as being specific to the City of Dayton.

Part of this effort is to identify where signage should be placed not only today but into the future as the City develops identifying what type of signs need to go where to direct people to trails and parks and other amenities as they occur.

CRITICAL ISSUES: N/A

BUDGET IMPACT: CIP budgeted $60,000 in fund 410, contract total cost is $54,000.

RECOMMENDATION: To approve the contract with Visual Communications.

ATTACHMENT(S): Contract with Visual Communications
City Signage Designs Contract between the City of Dayton and Visual Communications

Contract number CS2020

This Agreement, made and entered into this ____ day of ______ 2020, by and between the City of Dayton, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City” and Visual Communications Incorporated, whose address is 475 Cleveland Ave. North, Suite 223, Ivy League Place, Saint Paul, Minnesota 55101-2140, hereinafter referred to a “Consultant”.

Contract Terms and Conditions

- The City of Dayton reserves the right to award all, part or none of this solicitation.
- This contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the City. Vendor’s employees shall not be considered employees of the City for any purpose and as such shall not be eligible for benefits accruing to City employees.
- Travel and Travel reimbursement is not authorized for this acquisition.
- This purchase is not subject to any sales tax. An exemption certificate will be furnished upon request.
- The vendor shall be paid upon submission of proper invoices to the City at the prices stipulated on the contract see Exhibit B. Invoices shall contain the contract number and purchase order number. The City will process the Invoices within 30 days. Failure to follow these instructions may result in delay of processing invoices for payment.
- All billing and subsequent payments must be in arrears.
- No oral statement, facsimile, mail or other notification issued by the vendor shall modify or otherwise effect the terms, conditions, or specifications stated in this purchase order unless accepted in writing by the City.
- The vendor shall have the capability, experience and expertise to provide the City of Dayton with services in accordance with the requirements set forth herein and consistent with the representations made in the submission under the original RFP documentation.

Scope of Work

The scope of work will be as detailed in the RFP provided by Visual Communications (the contractor) see Exhibit A attached.
EXHIBIT A (from Contractor submitted RFP)

Statement of Work

Task 1: Provide assessment and analysis of Existing Conditions and Need

a) Conduct assessment of current wayfinding signage across the city, gateways, public buildings, future retail and industrial area development, and parks - recreational and parking facilities to include at least one public meeting and meetings as required with individual interest and neighborhood groups.

- Provide photo study of existing signage
- Provide base existing signage location plan for team reference during public meeting and in office design.
- Provide two simultaneous public meetings (schedule on same day, two different groups – i.e., business/tourism, residential)

b) Identify neighborhoods and users, as well as specific needs to be addressed, including disabled citizens, senior citizens, new visitors, the retail areas, and recreation opportunities.

Task 2: Development of Wayfinding Signage Master Plan

- Provide Initial Draft Master Plan Document
- Provide final Master Plan Document developed following review and approval of the draft plan

Plan is to include the following:

- Site Plan which indicates location of signs, scaled and broken into sitetypes including but not limited to: primary and secondary city gateway entrance sitetypes (pylon or monumental), directory kiosk sitetypes, primary and secondary directional, park sitetypes (major parks to neighborhood park identification), building locations and regulatory signage.
- Develop a list of recommended terminology and/or design icons and branding for primary and secondary destinations.
- Design specifications for each type of proposed sign, including materials specifications.
- Sign content and type for each location in a Simple Message Schedule.
- Cost estimates for fabrication and installation
- Shop/construction drawings with all necessary information to supply to fabricator and installer
- Phased implementation plan
- Executive summary and plan documents in digital formats (PDF) for distribution

Universal Design

While no electronic or digital specific signage is included, universal design, “Eight to Eighty” is included in our research and design, this incorporates multi-lingual language possibilities and or electronic connection/translation connections that can be uploaded at key signage sites on hand held electronic devices.
Statement of Work  Our Process

The VCI/SRF team provides its services as follows:

**Schematic Design (SD), Design Development (DD), and Construction Documentation (CD).**

We understand that the project may be implemented in phases, therefore we have not included Construction Administration Services (CA), however, we will offer these services if desired under separate cover.

**Phase 1, Analysis and Schematic Design  Four Meetings**

We begin with an orientation meeting with key stakeholders where we carefully listen to all of their concerns and goals for the new signage. We identify specific areas of concern (parking, future town center and pedestrian goals, park identification and interstate highway, roadway, and trail linkage, logo and color concerns, future upgrades, and identify positive image goals and ideas. Specific project design and function goals are established in this phase.

For this orientation meeting, we provide a list of questions based on Best Practices, to determine the signage hierarchy, images, brand implementation, and individual concerns to the group prior to the meeting to prepare and foster successful communication.

Our next step involves onsite survey and research including driving, walking, bike, trail and documenting wayfinding needs, existing decision points, on road segments, and so forth.

Our process for problem solving in design is “form follows function”. In order to develop a functional sign master plan, it is necessary to understand where the signs will be placed, what messages the signs will need to convey, the amount of information required, and the identification of secondary signage as part of a complete hierarchy.

When the messages and general locations have been established, we begin the design process. During the design process, our design team explores shape, color, contour, letter style, and size through rough sketch design and input. Conceptual designs are completed and presented to stakeholders for review and discussion.

**Deliverables**  Two Design Options, Preliminary Sign Location Map, Preliminary Message Schedule

**Phase 2, Design Development  Two Meetings**

Preliminary options are revised per stakeholder input and the final design is selected. Final designs are provided for stakeholder approval. Typically, one design revision or combination design is presented, however, minor design options may be presented at the same meeting to demonstrate color or material choices.

**Deliverables**  Final Design Revision and Option, Final Sign Location Map, Final Message Schedule

**Phase 3, Construction Documentation  One Presentation Meeting**

Involves the creation of construction documents suitable for apples-to-apples bid procurement. In addition, our construction documents provide our clients with a solid long-term plan for minimal future maintenance and/or replacement. The construction standards assure that the sign construction and fabrication procedures produce durable, long lasting signage that in turn, can be faithfully reproduced in the future (due to storm and accidental damage) and to meet the future growth needs for trail and pathway expansion.

**Deliverables**  Summary, Signage Master Plan, Construction Documentation including signage hierarchy, placement, plan for phased implementation, includes general fabrication and installation guidelines.
EXHIBIT A (from Contractor submitted RFP) Continued

Statement of Work: Our Process

Project Understanding

The design and wayfinding plan are the focus of this RFP for city, parks, and tourism entities and must meet the needs of a variety of users from a broad range of backgrounds, languages, ages, and disabilities. As many tourism visitors are first time visitors, they require well-placed signage, that is intuitive, thoughtful, simple to understand, and that will guide users to their destination. We understand the need for simplicity and a unified signage solution.

The mission is to enhance the public visitor wayfinding experience from the outskirts to the future Town Center, retail and industrial centers, tourism areas; park, recreational, and trail entrances, and key decision points; and provide the highest level of user comfort and service. Our objective is to analyze the areas and create a welcoming and friendly environment that embraces the natural design and flow of the city, its history and future growth, businesses, parks, surrounding roadways, trails, and the developments, with consistent imagery throughout the city.

The VCI/SRF team is excited to be part of the City of Dayton wayfinding project. We have significant experience in this area, as experiential and environmental wayfinders, we have specific interest and enjoyment in problem solving and providing winning solutions both aesthetically and functionally for projects like the City of Dayton.

SRF has a unique understanding of existing/future land use and the future transportation vision for the City of Dayton, from having worked on the City’s Transportation Plan. Furthermore, SRF has worked closely with the City and area stakeholders and agencies as part of the Dayton Parkway interchange and associated corridor studies. This understanding of current and future travel patterns within the city, as well as the overall future City Center vision, allows the VCI/SRF team to efficiently and effectively design a wayfinding plan to support existing and future development. SRF also has the opportunity to leverage the Regional Travel Demand model to understand who’s using each roadway and their origins and destinations, which provides an additional layer of understanding and also could help prioritize locations.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Type</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dayton Transportation Plan</td>
<td>Transportation Planning</td>
<td>2019</td>
</tr>
<tr>
<td>Dayton Parkway Interchange Design</td>
<td>Civil Engineering</td>
<td>2018 to 2019</td>
</tr>
<tr>
<td>Dayton Parkway Corridor Study</td>
<td>Transportation Planning</td>
<td>2018 to 2019</td>
</tr>
<tr>
<td>Interchange Benefit Study</td>
<td>Transportation Planning</td>
<td>2017 to 2018</td>
</tr>
</tbody>
</table>
EXHIBIT A (from Contractor submitted RFP) Continued

Statement of Work  Our Process

Schedule
The VCI/SRF team is committed to meeting the City’s needs and timeline for the plan. We feel a plan of this magnitude generally takes approximately six (6) months to complete based on availability of city staff and stakeholders. To meet the project schedule, we plan to have weekly team updates and/or meetings via email, conference calls, or onsite meetings as necessary with milestones within the analysis of needs and design.

At the beginning of the project we have a team and stakeholder orientation meeting – followed by presentation charrettes and planning. Project communications will be provided by the project manager. We are a small team that is proven to work well together throughout many similar public projects. Communication is the key to the project integrity and timeline.

Location Planning and Messages
We start with determining key signage locations that are based on user experience decision points. We then determine the messages required for each sign. From this we create Location Plans and Message Schedules.

Design
We design options that are noticeable, readable, and that incorporate images, colors, logo, and letter styles that support and enhance the City of Dayton and its unique neighborhood branding and experience.

Presentation
We meet with stakeholders and thoroughly discuss, refine, and finalize design, locations, and messages. We discuss best practice materials and budgets. Materials vary depending on application – roadway (reflective graphics for vehicular traffic and pedestrian viewing), parks (standard non-reflective graphics), substrates, aluminum or natural materials, and so forth.

Fabrication Budget
We provide budget estimates for each system and material variations.

Communication
Communication is essential to the success of the project. Organization and scheduled communication foster smooth, quality completion. VCI provides our clients with a clear understanding of their role in meetings, approvals and all critical communication. Meeting minutes are provided by the VCI / SRF Team, and distributed to all team members and key stakeholders.

Construction Documentation
Our construction documents are developed for bid procurement by multiple vendors and provide our clients with a solid long-term plan for minimal future maintenance and/or replacement. The construction standards assure that the sign construction and fabrication procedures assure durable, long lasting signage that in turn, can be faithfully reproduced in the future (due to storm and accidental damage) and to meet the future growth needs for trail and pathway expansion. Our General Construction Specifications assure that the demolition and installation sites will be clean, organized and safe for all concerned. Our documents serve as legal documentation that require the highest of fabrication and are key in the shop drawings review and punch list quality control process.
EXHIBIT B *(from Contractor submitted RFP)*

**Project Budget and Rates**

<table>
<thead>
<tr>
<th>Estimated Hours by Task</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phase 1. Analysis and Schematic Design</strong></td>
<td>120</td>
<td>22,000.00</td>
</tr>
<tr>
<td><strong>Phase 2. Design Development</strong></td>
<td>80</td>
<td>14,000.00</td>
</tr>
<tr>
<td>Preliminary Master Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phase 3. Construction Documentation</strong></td>
<td>120</td>
<td>18,000.00</td>
</tr>
<tr>
<td>Complete Master Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note that construction specifications include materials, colors, lighting, general fabrication standards and performance standards to assure that design and branding intent is obtained. In the event that master plan documents only, are desired, without product specifications, Phase 3 services fees will be reduced.

Direct Costs (Transportation, Printing, Meal Per Diem) (Included)

General Administrative Costs (Included)

**Total Project Budget Costs**

$ 54,000.00

Richard Long 140.00
Cheryl Long O’Donnell 125.00
Constance Carlson 105.00
Matthew Pacyna 168.00

Billing is submitted on the first of each month computed from time cards and documented expenditures. Terms are Net 10 days. Other arrangements can be made at the client’s request.
Project Management

The City requires the Consultant to assign specific individuals as principal project members, and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the agreement. Removal of any principal project member with replacement by equally qualified individuals or without the prior written approval of the City are ground for termination of the Agreement by the City. Consultants principal project members as defined in the RFP are

Richard Lang, Principal Project Manager
Cheryl Long O’Donnell, Senior Wayfinding Consultant
Constance Carlson, Senior Designer

The Project Manager for the City will be Martin Farrell. All communications pertaining to the agreement and project shall be addressed to him.

For the City of Dayton

For Visual Communications (Consultant)

Mayor or Designee

Principal Project Manager or Designee

Date

Date
ITEM:
Resolution 04-2020; Approving Agreement for LRIP funds for the Dayton Parkway Interchange

PREPARED BY:
Tina Goodroad, City Administrator/Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:
Adopt Resolution 04-2020

BACKGROUND:
Resolution 04-2020 authorizes a grant agreement between the City of Dayton and MnDOT. The agreement, Local Road Improvement Program, are the state bond funds granted to Dayton for the Interchange. This first agreement is for release of funds for some of the acquisition of right-of-way. A second agreement will be necessary for release of remaining funds after the bid opening.

CRITICAL ISSUES:
There are no outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:
This action relates to the council’s goal to build the Dayton Parkway Interchange

RECOMMENDATION:
Staff recommends approval of Resolution 04-2020

ATTACHMENT(S):
Resolution 04-2020
Agreement
Resolution 04-2020

APPROVING GRANT AGREEMENT FOR MINNESOTA STATE TRANSPORTATION FUND
FOR LOCAL ROAD IMPROVEMENT PROGRAM
Grant Terms and Conditions
SP 229-112-003

WHEREAS, the City of Dayton has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

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

WHEREAS, the amount of the grant has been determined to be $544,865.00 for acquisition of right-of-way;

NOW THEREFORE, be it resolved that the City of Dayton does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the Dayton Parkway Interchange project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

BE IT FURTHER RESOLVED, that whereas federal-aid funds are being used to participate in the cost of the interchange project, the Minnesota State Transportation Fund grant shall be deposited directly into the federal-aid agency account and that the records of the City shall so state.

Passed this 14th day of January, 2020 by the City Council of the City of Dayton

Motion was made by Councilmember ***, seconded by Councilmember *** to approve Resolution 04-2020 as listed.

_______________________
Mayor Tim McNeil

ATTEST: ________________________
City Clerk Amy Benting
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2018, Chapter 214- H.F. 4425. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

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

   City of Dayton
   12260 South Diamond Lake Road, Dayton, MN, 55337
   Contact:  Tina Goodroad, City Administrator 763.421.3487

2. Project(s):

<table>
<thead>
<tr>
<th>Name of Project &amp; Project Number (See Exhibit C for location)</th>
<th>Amount of LRIP Funds</th>
<th>Amount of Required Matching Funds</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dayton Parkway Interchange</td>
<td>$554,865.00</td>
<td>0</td>
<td>Dec. 2019</td>
</tr>
<tr>
<td>SP 229-112-003</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2780-100; 2780-27417</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Total Amount of LRIP Grant for all projects under this Agreement: $554,865.00 which includes purchase of right-of-way for the construction of the Dayton Parkway Interchange.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

   - Exhibit A  Completed Sources and Uses of Funds Schedule
   - Exhibit B  Project Completion Schedule
   - Exhibit C  Bond Financed Property Certification
   - Exhibit D  Grantee Resolution Approving Grant Agreement
   - Exhibit E  General Terms and Conditions
5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)
CITY OF DAYTON (GRANTEE)  
By: ____________________________  
Title: ____________________________  
Date: ____________________________

DEPARTMENT OF TRANSPORTATION  
Approval and Certifying Encumbrance  
By: ____________________________  
Title: State Aid Programs Engineer  
Date: ____________________________

By: ____________________________  
Office of Financial Management, Grant Unit  
Title: ____________________________  
By: ____________________________  
Agency Grant Supervisor  
Date: ____________________________

OFFICE OF CONTRACT MANAGEMENT  
By: ____________________________  
Contract Administrator  
Date: ____________________________
## EXHIBIT A

### SOURCES AND USES OF FUNDS SCHEDULE

### City of Dayton (MODIFIED) Dayton Parkway Interchange LRIP Funding Breakdown (rev 12/9/19)

<table>
<thead>
<tr>
<th>Task</th>
<th>Total Estimated Cost</th>
<th>Sub-Task</th>
<th>Sub Task Cost</th>
<th>Subtotal Revenues by Task</th>
<th>LRIP funds</th>
<th>Federal Funds</th>
<th>MnDOT Funds</th>
<th>City of Dayton</th>
<th>City of Corcoran</th>
<th>City of Rogers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early ROW Acquisition</td>
<td>$ 800,000</td>
<td>ROW purchases 2013-2018</td>
<td>$ 800,000</td>
<td>$ 800,000</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Preliminary Design</td>
<td>$ 600,000</td>
<td>EA + Preliminary</td>
<td>$ 600,000</td>
<td>$ 600,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Design</td>
<td>$ 1,500,000</td>
<td>30%, 60%, 90%, + final plans</td>
<td>$ 1,300,000</td>
<td>$ 1,300,000</td>
<td>$ 1,500,000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Construction Costs</td>
<td>$ 21,989,000</td>
<td>Add Alternate 1</td>
<td>$ 401,000</td>
<td>$ 401,000</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>Add Alternate 2</td>
<td>$ 225,000</td>
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<td>Add Alternate 3</td>
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<tr>
<td></td>
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<td>Base Roadway</td>
<td>$ 16,888,000</td>
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<td>$ 400,000</td>
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<td></td>
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<td>Change Order contingency</td>
<td>$ 846,000</td>
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<td>Right-of-Way Acquisition</td>
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<td></td>
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<td>Misc permanent and temporary ROW acquisitions</td>
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<td>Business relocation</td>
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<td>Utility Relocations</td>
<td>$ 100,000</td>
<td>Relocate AT&amp;T Fiber (I69)</td>
<td>$ 100,000</td>
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<tr>
<td>Construction Administration</td>
<td>$ 1,000,000</td>
<td>City share of Construction Admin</td>
<td>$ 475,000</td>
<td>$ 475,000</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Construction staking</td>
<td>$ 525,000</td>
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<td></td>
<td></td>
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<tr>
<td>Wetland Replacement and Mitigation</td>
<td>$ 292,000</td>
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<td>Totals</td>
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<td>$ 400,000</td>
<td>$ 54,421,000</td>
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1. Project development costs incurred by city and paid using City of Dayton funds (completed)
2. Project development costs incurred by city and paid using City State Aid Funds (will be fully paid by November of 2019)
3. Costs are at 100% plan level, prices are adjusted to reflect 2020 lettings, an additional 4% has been included for change orders
4. MnDOT is providing inspection and construction engineering services using its staff (these services cover approx 70% of the costs or $800k; these are not shown in this chart)
5. The City is providing construction staking, contractor payment processing, and technical support.
6. Billboard and business relocations are not LRIP eligible
## EXHIBIT B

### PROJECT COMPLETION SCHEDULE

(Provide for enough time to finalize the project through the MnDOT state aid pay request process.)

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MnDOT Agreement No. 1035961
SP 229-112-003
EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County of Hennepin, State of Minnesota that is generally described or illustrated graphically in Attachment 1 attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated ________________, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: __________________, 20___

City of Dayton, a political subdivision of the State of Minnesota

By: __________________________________________
Name: _________________________________________
Title: __________________________________________

By: __________________________________________
Name: _________________________________________
Title: __________________________________________
Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)
EXHIBIT D

Resolution 041-2020
EXHIBIT E

GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

Section 1.01 Defined Terms. The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as Exhibit C, in which the City of Dayton (Grantee) acknowledge that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.
“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as Exhibit D.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity and Hennepin County represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.
Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity’s ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner’s Order regarding such sale or lease.

Section 2.06 Public Entity’s Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner’s Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days’ written notice of such event and the Public Entity’s failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner’s Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity’s interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner’s Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor
of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT’s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity’s sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, or upon the termination of the Public Entity’s ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER’S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, “state bond financed property”, as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner’s Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as “bond proceeds” under Section 148 of the Code (including “investment proceeds,” “invested sinking funds” and “replacement proceeds”) in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Code Section 148.
B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV

DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as Exhibit A, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate
of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

**Formula #1:**
\[
\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})
\]

**Formula #2:**
\[
\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})
\]

**Section 4.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

**Section 4.03 Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.
Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

**Article V**

**MISCELLANEOUS**

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.
Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner’s Order as if the Public Entity’s interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner’s Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.
Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity:  At the address indicated on the first page of the Agreement.

To MnDOT at:  
Minnesota Department of Transportation  
Office of State Aid  
395 John Ireland Blvd., MS 500  
Saint Paul, MN  55155  
Attention:  Patti Loken, State Aid Programs Engineer

To the Commissioner at:  
Minnesota Management & Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention:  Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any
breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as Exhibit B correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in
Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker’s Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker’s compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
EXHIBIT G
MINNESOTA REPORT ON JOBS

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

(1) The name of the Project.
(2) The State Entity’s contract number, if applicable.
(3) Reporting period. The appropriate biennium is to be selected.
(4) The Agency Number. This will complete the next column with Agency Name.
(5) Legal Citation for the Authorization.
(6) Department ID responsible for the Project.
(7) The Appropriation for the Project.
(8) The Appropriation Amount.
(9) Project Start Date.
(10) Project Completion Date.
(11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
(12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
(13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
(14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.

(i) less than $10.00,
(ii) $10.01 to $15.00,
(iii) $15.01 to $20.00,
(iv) $20.01 to $25.00,
(v) $25.01 to $30.00,
(vi) $30.01 to $35.00,
(vii) $35.01 to $40.00, or
(viii) more than $40.00.

(15) Jobs.

a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained”
means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.

b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.

c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractor’s active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.
PRESENTATION:

Jason Quisberg

ITEM:

Reduction of the Letter of Credit (LOC) for the Territorial Trail Development

PREPARED BY:

Jason Quisberg, Engineering
Steve Hegland, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Reduction of LOC for public improvements for the Territorial Trail Development.

BACKGROUND:

Work in the 1st and 2nd Additions of the Territorial Trails Development has been completed with the final lift of asphalt being placed. There are miscellaneous punch list items remaining within the site include site and pond cleanup items.

The current LOC for this work is $224,065.87. Wenck estimates that the remaining punch list work has a value of $20,000 and recommends retaining 120% of the value of work remaining which would be $24,000. This would result in a reduction of the letter of credit of $200,065.87.

Additionally, two LOC’s are held for the work within the 3rd addition, one for site grading and a separate for the public improvements.

As grading activities within the 3rd addition are substantially completed, we recommend releasing the currently LOC for this work in the amount of $15,206.00.

The 3rd Addition of the Territorial Trail Development has been substantially completed with the final lift of bituminous pavement and trail construction remaining. Additionally, the utilities have been installed but punch listing of the utilities has not been finalized. The current LOC balance for the 3rd addition work is $516,950.10. The remaining work in the 3rd addition is $62,480.00.

We recommend retaining $74,976.00 (120% of the work remaining) as a surety for the remaining work through the 3rd addition, and therefore, a release of $441,974.10 from the existing LOC.

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:

Recommend reducing the LOC’s for site improvements in the 1st, 2nd, and 3rd Additions of Territorial Trail as described and releasing the LOC for grading activities.

ATTACHMENT(S):

Territorial Trail 3rd Addition Remaining Work Summary.
## Invoice

**S R Weidema, Inc.**

17600 113th Ave N  
Maple Grove, MN 55369

**Phone:** 763.428.9110  
**Fax:** 763.428.9085  
**E-mail:** jpauly@srweidema.com

**INVOICE NO.:** PR # 5  
**INVOICE DATE:** 4-Dec-19  
**JOB NUMBER:** 2704  
**TERMS:** Upon Receipt

**SOLD TO:**  
PulteGroup - 1009 - Minnesota  
PO Box 3680  
Portland, OR 97208

**SHIPPED TO:**  
Territorial Trail 3rd Addition  
Dayton, MN

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Questions concerning this Invoice?  
Call Jason  
763.423.9110

MAKE ALL CHECKS PAYABLE TO:  
S R Weidema, Inc.  
17600 113th Ave N  
Maple Grove, MN 55369
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<td><strong>$53,779.00</strong></td>
<td><strong>$54,456.43</strong></td>
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| STREET CONSTRUCTION                              |      |                   |      |                   |            |                      |                       |                        |
| Mobilization - Streets                           | L.F. | 1.0              | 0.0  | 1.0               | $10,000.00 | $0.00                | $10,000.00            | $10,000.00             |
| Sub-grade Preparation                            | L.F. | 3,600.0           | 0.0  | 3,600.0           | $7,75     | $0.00                | $28,350.00            | $28,350.00             |
| Geodeville Fabric                                 | S.Y. | 7,085.0           | 0.0  | 7,085.0           | $1,500    | $0.00                | $10,500.00            | $10,500.00             |
| Curb & Gutter (6B18)                              | L.F. | 176.0             | 9.0  | 165.0             | $32.00     | $0.00                | $5,280.00             | $5,280.00              |
| Curb & Gutter (6B18 Tapout)                       | S.Y. | 346.0             | 0.0  | 346.0             | $350.00    | $0.00                | $121,000.00           | $121,000.00            |
| Curb & Gutter - Surmountable (28")                | L.F. | 1,314.0           | 0.0  | 1,314.0           | $13,50     | $0.00                | $182,350.00           | $182,350.00            |
| Backfill Curb & Gutter                            | L.F. | 1,650.0           | 0.0  | 1,650.0           | $1,774.5   | $0.00                | $1,774.5              | $1,774.5               |
| 5" Wide - Concrete Walk                          | L.F. | 600.0             | 0.0  | 600.0             | $500.00    | $0.00                | $300,000.00           | $300,000.00            |
| 6" Wide - Bit Trail                              | L.F. | 543.3             | 0.0  | 470.0             | $25.00     | $0.00                | $11,750.00            | $11,750.00             |
| Poo Ramps                                         | EACH | 4.0              | 4.0  | 4.0               | $2,800.00  | $0.00                | $11,200.00            | $11,200.00             |
| 15" Select Granular                              | TONS | 2,208.0           | 0.0  | 2,208.0           | $1,200.00  | $0.00                | $2,656.00             | $2,656.00              |
| 8" Class 5 Base                                  | TONS | 2,640.0           | 0.0  | 2,640.0           | $15,900.00 | $0.00                | $15,900.00            | $15,900.00             |
| 2" Bit Base Course                               | TONS | 275.0             | 0.0  | 266.2             | $82.00     | $0.00                | $22,250.00            | $22,250.00             |
| 1.5" Bit Wear Course                             | TONS | 255.0             | 0.0  | 255.0             | $60.00     | $0.00                | $15,300.00            | $15,300.00             |
| J&K Coat                                          | GALS | 125.0             | 0.0  | 125.0             | $3.50      | $0.00                | $437.50               | $437.50                |
| Restorox                                          | L.S. | 1.0              | 1.0  | 1.0               | $1,290.00  | $0.00                | $1,290.00             | $1,290.00              |
| Street Drainslale                                 | L.F. | 104.0             | 0.0  | 104.0             | $350.00    | $0.00                | $35,600.00            | $35,600.00             |
| Street Drainline Cleanouts                        | L.F. | 4.0              | 4.0  | 4.0               | $87.00     | $0.00                | $348.00               | $348.00                |
| Blk Sct & Sst Fence                              | L.F. | 1,650.0           | 0.0  | 1,650.0           | $1.30      | $0.00                | $2,145.00             | $2,145.00              |
| Adj Castings - Base Course                        | EACH | 6.0              | 6.0  | 6.0               | $220.00    | $0.00                | $1,320.00             | $1,320.00              |
| Adj Castings - WOrk Course                        | EACH | 6.0              | 6.0  | 6.0               | $250.00    | $0.00                | $1,500.00             | $1,500.00              |
| Adj Gate Valves - WBrac Course                    | EACH | 1.0              | 1.0  | 1.0               | $250.00    | $0.00                | $250.00               | $250.00                |
### Project: Territorial Trail 3rd Addition - Payment Request

**Location:** Dayton, Minnesota  
**Prepared For:** Pultegroup, Inc.  
**Prepared By:** Sathre-Bergquist, Inc.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>12/4/2019</th>
<th>To Date</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Unit</th>
<th>Amount This Estimate</th>
<th>Total Amount Complete</th>
<th>Contract Amount</th>
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<td>Adjust Gate Valves - West Course</td>
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<td>6&quot; Concrete Pad (By'10)</td>
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Payment Requested for work that has been completed in conformance with the plans and specifications.  
Contractor: S.R. Weldema, Inc.

Date: 1/4/19

Recommended for Payment.  
Engineer: Sathre-Bergquist, Inc.

Date: 1/4/19

Approved for Payment.  
Opauley/Ballew Group.

Date: __________

---

**Total work remaining:** $42,480  
**Punch List work:** $20,000  
**120% of work remaining:** $74,976
RESOLUTION NO. 03-2020
CITY OF DAYTON

RESOLUTION DESIGNATING POLLING PLACE

WHEREAS, Minnesota Statute § 204B.16 Subd. 1 was amended by the Minnesota State Legislature during its 2017 regular session to require all municipalities to annual designate a polling place by December 31 of each year for the following calendar year; and

WHEREAS, the City of Dayton designates the Public Works/Police building 13700 Zanzibar Lane N as the polling place for precinct 1 and the Activity center 18461 Dayton Street as the polling place for precinct 2 and Dayton Elementary school 12000 South Diamond Lake Rd. as the polling place for precinct 3; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dayton, Minnesota does hereby designates the Public Works/Police facility, the Activity Center and the Dayton Elementary School as the polling place for precinct 1, 2 and 3 for the 2021 calendar year.

Adopted this 14th day of January, 2020, by the City of Dayton.

____________________________________
Mayor - Tim McNeil

____________________________________
City Clerk Amy Benting

Motion by *** Second by ***
MOTION CARRIED UNANIMOUSLY
RESOLUTION NO. 05-2020

A RESOLUTION ACCEPTING A DONATION FOR PARK IMPROVEMENTS

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

WHEREAS, the following person has offered to contribute the cash amount set forth below to the city:

<table>
<thead>
<tr>
<th>Name of Donor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Champlin Park Baseball Association</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

WHEREAS, the terms or conditions of the donations, if any, are as follows:

Terms or Conditions:
PARK IMPROVEMENTS

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, 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 OF THE CITY OF DAYTON, MINNESOTA AS FOLLOWS:
1. The donation described above is accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The City Clerk is hereby directed to issue receipts to the donor acknowledging the City’s receipt of the donor’s donation.

Passed by the City Council of Dayton, Minnesota this 14th day of January, 2020.

Motion made by Councilmember ***, seconded by Councilmember ***
Motion carried unanimously

______________________
Tim McNeil, Mayor

Attest:

_______________________
Amy Benting, City Clerk
ITEM:
Metropolitan Council Water Efficiency Grant Agreement

PREPARED BY:
Tina Goodroad, City Administrator/Director of Development

POLICY DECISION / ACTION TO BE CONSIDERED:
Approval of Grant Agreement

BACKGROUND:
The City of Dayton received a $2,000.00 Clean Water Fund grant from the Metropolitan Council. We will use funds to purchase irrigation controllers and re-sell to residents at a reduced rate/rebate to help reduce water consumption due to irrigation. Attached is the grant agreement between the City of Dayton and Metropolitan Council.

CRITICAL ISSUES:
There are no outstanding issues.

RECOMMENDATION:
Staff recommends approval of the grant agreement

ATTACHMENT(S):
Grant Agreement
METROPOLITAN COUNCIL
CLEAN WATER FUND GRANT AGREEMENT NO. SG-13451

This Clean Water Fund Grant Agreement ("Grant Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council") and the City of Dayton, a municipal corporation ("Grantee").

RECITALS

1. Minnesota Session Laws 2019, 1st Special Session, chapter 2, article 2, section 9, appropriated to the Council funds from the Legacy Amendment's Clean Water Fund ("Clean Water Fund") for State fiscal years 2020 and 2021, to establish a water demand reduction grant program that encourages implementation of water demand reduction measures in municipalities in the seven-county metropolitan area.

2. The Council is authorized by Minnesota Statutes sections 473.129, subdivision 4 to apply for and use grants from the State for any Metropolitan Council purpose and may dispose of the money in accordance with the terms of the appropriation.

3. The Grantee is authorized to receive grants from the Clean Water Fund to protect, enhance and restore water quality in lakes, rivers and streams, to protect groundwater from degradation and protect drinking water sources by encouraging implementation of water demand reduction measures by municipalities in the seven-county metropolitan area to ensure reliability and protection of drinking water supplies.

4. On July 10, 2019, the Council authorized the granting of portions of the appropriation to the Grantees participating in the grant program.

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the reasonable satisfaction of the Council.

GRANT AGREEMENT

1. Term of Grant Agreement.

1.1. Effective Date. The effective date of this Grant Agreement is the date this agreement is fully executed.

1.2. Grant Activity Period. The first day of the month following the Effective Date through and including the expiration date.

1.3. Expiration Date. Upon satisfactory fulfillment of obligations, but in no event later than June 30, 2022.

2. **Duties, Representations and Warranties of Grantee and Use of Grant Funds.**

2.1. The Grantee agrees to conduct, administer and complete in a satisfactory manner and in accordance with the terms and conditions of this Grant Agreement the program ("Grantee Program") which is described in Grantee's application to Council for assistance under the Council's Clean Water Fund grant program. Grantee's application is incorporated into this Grant Agreement as **Exhibit A.** Grantee agrees to perform the Grantee Program in accordance with the timeline in **Exhibit B** of this Grant Agreement and to undertake the financial responsibilities described in **Exhibit B.** The Grantee has the responsibility and obligation to complete the Grantee Program as described in **Exhibit B.** The Council makes no representation or warranties with respect to the success and effectiveness of the Grantee Program. The Council acknowledges that Grantee Program work may be limited to soliciting participation by its residents and businesses in the Grantee Program and requires additional work by the Grantee only to the extent that residents and businesses choose to participate in the Grantee Program, as described in **Exhibit B.**

The Grant Funds must be entirely passed through and can only be used for authorized rebates or grants for qualifying activities.

2.2. **Grantee Representations and Warranties.** The Grantee represents and warrants to Council, as follows:

A. It has the legal authority to enter into this Grant Agreement and to conduct and administer the Grantee Program and use the Grant Funds for the purpose or purposes described in this Agreement.

B. It has taken all actions necessary for its execution of the Agreement and has provided to Council a copy of the resolution by its governing body authorizing Grantee to enter into this Agreement.

C. It has the legal authority to undertake the Clean Water Fund Grant Program, including the Grantee's financial responsibilities in **Exhibit B**

D. As specified in Exhibit A only Grantee's authorized representative may provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

E. It will comply with all the terms of this Agreement.

F. It will comply with all requirements of Clean Water Funding legislation and appropriations, except for requirements that this Grant Agreement explicitly states will be handled by the Council.

G. It has made no material false statement or misstatement of fact in connection with the Grant Funds, and all of the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Clean Water Fund Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement, or to perform any of the acts required of it in the Agreement.
I. Compliance with the requirements of this Grant Agreement is not prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement to which it is bound.

J. The Grantee Program will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Grantee Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grantee Program.

L. It will comply with the financial responsibility requirements contained in Exhibit B.

M. It will furnish satisfactory evidence regarding these representations if requested by the Council.

3. Time.

Grantee must comply with all time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee for 75% of rebate or grant payments as defined in Exhibit B. The Council will not reimburse Grantee for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Grantee Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 Consideration. The Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period as specified in this agreement. The Council bears no responsibility for any cost overruns that may be incurred by the Grantee or sub-recipients of any tier. The initial Grant amount to Grantee under this Grant Agreement is $2,000.00. The Grantee may be eligible to receive additional Grant amounts or an adjustment in Grant amount in accordance with the procedure in the Grant Amendment Form attached and incorporated as Exhibit C. Upon signature by both Grantee and Council on Exhibit C this Grant is amended by the amount in Exhibit C.

5.2 Advance. The Council will make no advance of the Grant Amount to Grantee.

5.3 Payment. To receive payment, the Grantee must submit a Reimbursement Request/Progress Report on forms provided by the Council, including electronically scanned receipts to verify the cost of eligible devices reported for each reporting period. Reimbursement Request/Progress Reports must be submitted quarterly, even if there are no eligible costs to report. The Grantee must describe its compliance with its the financial requirements, work completed including specific addresses where work was done, and provide sufficient documentation of grant eligible expenditures and any other information the Council reasonably requests. The Council will promptly pay the Grantee after the Grantee presents to the Council a Reimbursement Request/Progress Report and scanned copies of all receipts verifying the cost for all eligible devices reported and the Council’s Authorized Representative accepts the invoiced services.
6. **Conditions of Payment.**

6.1. For each approved device for which Grantee requests payment, Grantee must certify the following to the Council: (1) the device has been purchased; (2) Grantee received receipts for the device; (3) the purchase was not performed in violation of federal, Council, or local law, or regulation.

6.2. Conditions Precedent to Any Reimbursement Request. The obligation of the Council to make reimbursement payments is subject to the following conditions precedent:

A. The Council’s receipt of a Reimbursement Request/Progress Report for the funds requested, and electronic copies of receipts verifying the cost for all eligible devices for that reporting period

B. If requested by the Council (in form and substance acceptable to the Council), evidence that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding and enforceable against the Grantee.

C. There is no Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse.

D. The Grantee has supplied to the Council all other items that the Council may reasonably require to assure good fiscal oversight of state's funding through the Clean Water Fund.

7. **Authorized Representative.**

The Council’s Authorized Representative is:

Name: Brian Davis or successor  
Title: Senior Engineer  
Mailing Address: 390 North Robert Street  
St. Paul, MN 55101  
Phone: 651-602-1519  
E-Mail Address: brian.davis@metc.state.mn.us

The Council’s Authorized Representative has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Council’s Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee’s Authorized Representative is:

Name: Alec Henderson  
Title: Associate Planner  
Mailing Address: 12260 South Diamond Lake Road  
Dayton, MN 55327  
Phone: 763-712-3221  
E-Mail Address: ahenderson@cityofdaytoonm.com

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.
8. **Assignment, Amendments, Waiver, and Grant contract Complete.**

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior written consent of the Council and a fully executed Assignment Agreement.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the appropriate parties.

8.3 Waiver. If the Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. **Liability and Insurance.**

9.1 Liability. The Grantee and the Council agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council is governed by the Minn. Stat. Chapter 466 and other applicable laws. The liability of the Grantee is governed by the provisions contained in Chapter 466 and other applicable laws.

9.2 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council in the performance of this Grant Agreement, or the Grantee Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grantee Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grantee Program shall not have any contractual relationship with the Council related to the work of the Grantee Program and shall not be considered employees of the Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. **Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee’s books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.
11. **Government Data Practices.**

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

12. **Workers’ Compensation.**

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

13. **Data Availability.**

To the extent and as requested by the Council, Grantee agrees to comply with Minn. Stat. § 114D.50, subd. 5 requirements for data collected by the Grantee Programs funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness and infrastructure investments, including but not limited to the requirement that to the extent practicable, summary data and results of Grantee Programs funded with money from the Clean Water Fund should be readily accessible on the internet and identified as a Clean Water Fund Grantee Program. The Council will put overall summary information on the internet and will encourage the Grantee put its city information on the web. Grantee understands and agrees that Council may list its name and summary information on the internet or in any other Grantor reporting.

Data collected by the Grantee Programs, if any, funded with money from the Clean Water Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the Office of MN.IT Services. Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Minnesota Geospatial Information Office. A description of these data that adheres to the Office of MN.IT Services geographic metadata standards must be submitted to the Minnesota Geospatial Information Office to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under chapter 13. To the extent practicable, summary data and results of the Grantee Program funded with money from the clean water fund should be readily accessible on the Internet and identified as a Clean Water Fund Grantee Program.

14. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court of competent jurisdiction in Ramsey County, Minnesota.
15. **Termination.**

The Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. **Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Council, to federal and state tax agencies and Council personnel involved in the payment of Council obligations. Grantee will require compliance with this Section 16 by Grantee’s subrecipient of Grant funds and shall submit evidence of such compliance to Council as requested.

17. **Notices.**

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and must be personally served or sent by email or United States mail, to the business address of the party to whom it is directed. The business address is the address specified below or such different address as may be specified, by either party by written notice to the other:

To the Grantee at:

Name: Alec Henderson
Title: Associate Planner
Mailing Address: 12260 South Diamond Lake Road
              Dayton, MN 55327
Phone: 763-712-3221
E-Mail Address: ahenderson@cityofdaytonmn.com

To the Council’s Authorized Representative at:

Name: Brian Davis or successor
Title: Senior Engineer
Mailing Address: 390 North Robert Street
              St. Paul, MN 55101
Phone: 651-602-1519
E-Mail Address: brian.davis@metc.state.mn.us

18. **Miscellaneous.**

18.1 **Report to Legislature.** As provided in Minn. Stat. § 3.195, the Council must submit a report on the expenditure and use of money appropriated under the Clean Water Fund to the legislature by January 15 of each year. The report must detail the outcomes in terms of additional use of Clean Water Fund resources, user satisfaction surveys, and other appropriate outcomes. The grantee agrees to provide to the Council by January 1 of each year a report on any user satisfaction surveys it has related to this Grantee Program, and other appropriate outcomes of the Grantee Program as prescribed in Section 18.3 of this Agreement.

18.2 **Supplement.** The funds granted under this agreement are to supplement and shall not substitute for traditional sources of funding. Grantee certifies to the Council that there was and is no
traditional Grantee sources of funding for the City to help fund one-fourth of the subject water efficiency rebate or grant work.

18.3 Measurable Outcomes. If requested by the Council, Grantee agrees to demonstrate compliance with the following: A Grantee Program or program receiving funding from the Clean Water Fund must meet or exceed the constitutional requirement to protect, enhance, and restore water quality in lakes, rivers and streams and to protect groundwater and drinking water from degradation. A Grantee Program or program receiving funding from the Clean Water Fund must include measurable outcomes, as defined in section 3.303, subdivision 10, and a plan for measuring and evaluating the results. A Grantee Program or program must be consistent with current science and incorporate state-of-the-art technology. All information for funded Grantee Program work, including the proposed measurable outcomes, must be made available for publication on the web site required under Minn. Stat. § 3.303, subdivision 10, as soon as practicable and forwarded to the Council and the Legislative Coordinating Commission under the provisions of Minn. Stat. § 3.303, subd. 10. The Grantee must compile and submit all information for funded Grantee Programs or programs, including the proposed measurable outcomes and all other items required under section 3.303, subdivision 10, to the Council and, if requested by the Council, the Legislative Coordinating Commission as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

18.4 Minn. Stat. § 16B.98. Grants funded by the Clean Water Fund must be implemented according to section 16B.98 and must account for all expenditures.

18.5 Benefit to Minnesota Waters. Money from the Clean Water Fund may only be spent on Grantee Programs that benefit Minnesota waters.

18.6 Website. If the Grantee has information on its website about the water efficiency grant program under Minn. Stat. § 114D.50, the Grantee will when practicable in accordance with Minn. Stat. § 114D.50, subd. 4 (f) prominently display on the Grantee's website home page the Legacy logo accompanied by the phrase "Click here for more information." When a person clicks on the Legacy logo image, the website must direct the person to a web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Council's and Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

18.7 Future Eligibility. Future eligibility for money from the Clean Water Fund is contingent upon the Grantee satisfying all application requirements related to Council’s fulfillment of Minn. Stat. § 114D.50 as well as any additional requirements contained in 2019, 1st Special Session, chapter 2, article 2, section 9.

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

18.9 Disability Access. Where appropriate, Grantee of clean water funds, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards, committees, and commissions, should make progress toward providing greater access to programs, print publications, and digital media for people with disabilities related to the programs the recipient funds using appropriations made in this agreement.

(i) Grants. The Grantee shall implement this Grant Agreement according to Minnesota Statutes, section 16B.98, and shall account for all expenditures of funds.

(ii) Lawsuit. This Grant shall be canceled to the extent that a court determines that the appropriation illegally substitutes for a traditional source of funding.

(iii) Termination Due to Lack of Funds. Grantee recognizes that Council’s obligation to reimburse Grantee for eligible Grantee Program costs is dependent upon Council’s receipt of funds from the State of Minnesota appropriated to Council under 2019 Session Laws, 1st Special Session, Chapter 2, Article 2, Section 9. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice, Grantee has no further obligation to complete the Grantee Program as required by this Grant Agreement.

19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with all of the provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2. Remedies. Upon an event of default, the Council may exercise any one or more of the following remedies:

a. Refrain from disbursing the Grant.

b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Council.

c. Enforce any additional remedies the Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

METROPOLITAN COUNCIL

By: ________________
Regional Administrator, successor, or delegate

Date: ___________________
GRANTEE:

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

By: ____________________________

______________________________
Printed Name and Title

Date: ___________________________
EXHIBIT A

(Application from community)
Metropolitan Council Water Efficiency Grant Application Form Applicant

Information:
Municipality: The City of Dayton
Municipal Utility: City of Dayton Water
Mailing Address: 12260 South Diamond Lake Road, Dayton, Minnesota 55327

Primary Contact Information: Municipality primary authorized representative (all correspondence regarding the Water Efficiency Grant Program should be addressed to individual named below):
NAME: Alec Henderson
TITLE: Associate Planner
STREET: 12260 South Diamond Lake Road
CITY, ZIP: Dayton, Minnesota 55327
PHONE: 763-712-3221
EMAIL: ahenderson@cityofdaytonmn.com

Secondary Contact Information: Municipality secondary authorized representative:
NAME: Tina Goodroad
TITLE: City Administrator
STREET: 12260 South Diamond Lake Road
CITY, ZIP: Dayton, Minnesota 55327
PHONE: 763-421-3487
EMAIL: tgoodroad@cityofdaytonmn.com

Municipal Total Per Capita Water Use (2018): 106 (gallons per person-day)
Municipal Residential Per Capita Water Use (2018): 69 (gallons per person-day)
Municipal Ratio of Peak Month to Winter Month Water Use (2018): 4.2
Municipality’s Estimated Annual Water Savings from Proposed Program: 2,000,000 (gallons)
Municipal Utility Grant or Rebate Program Design:
Requested Grant Amount (must equal 75% of total program budget): $2,000
Required Utility Matching Amount (must equal 25% of total program budget): $675
Will your program be a grant program or rebate program? Rebate

Estimated Number of Items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilets</td>
<td>0</td>
</tr>
<tr>
<td>Irrigation Controllers</td>
<td>30</td>
</tr>
<tr>
<td>Clothes Washing Machines</td>
<td>0</td>
</tr>
<tr>
<td>Irrigation Spray Sprinkler Bodies</td>
<td>20</td>
</tr>
<tr>
<td>Irrigation System Audits</td>
<td>30</td>
</tr>
<tr>
<td>Task Description</td>
<td>Responsible Person</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Obtain City Council/Mayoral Approval</td>
<td>City of Dayton staff including Utilities, Public Works, Administration, and Planning</td>
</tr>
<tr>
<td>Create media program to inform the public, including newsletter articles, letters, and website content</td>
<td>City of Dayton Planning Department and Administration</td>
</tr>
<tr>
<td>Rebate program administration: processing invoices from customers, sending rebate checks, rebate program advertising and marketing</td>
<td>City of Dayton staff including Utilities, Public Works, Administration, and Planning</td>
</tr>
<tr>
<td>Quarterly reporting to Metropolitan Council</td>
<td>City of Dayton staff including Utilities, Public Works, Administration, and Planning</td>
</tr>
</tbody>
</table>

* Municipal utility may create own project plan and schedule form
Communications to Property Owners:
How will your program be advertised (check all that apply):
Newsletter ____
Print Media X ____
Email X ____
Twitter ____
Website X ____
Radio ____
Television ____
Facebook X ____
Nextdoor ____
Other Social Media ____
Please attach examples of proposed newsletter, print media, or email communications (attached below)

Critical Points to Remember:
• The applying municipality must be a water supplier
• New construction and new developments are not eligible
• Funds are for rebates or grants only; consulting and city staff time are ineligible
• Combined Council and municipality funds cannot pay for 100% of an eligible activity’s cost
• A portion of each eligible activity’s cost must be paid by the property owner
• Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications
Water Efficiency Grant Media Examples

Print Media (Communicator Article)

The Metropolitan Council is offering a rebate to municipalities to conserve water for the future. They are offering up to $50,000 per city for residents to change their water systems and utilities. The appliances that they offer updates on include toilets, irrigation controllers, irrigation system audits, irrigation spray sprinkler bodies, and clothes washing machines.

The City of Dayton is hoping to utilize this Water Efficiency Grant to update some of the city’s utilities for future water conservation. More information will be provided in the future regarding details such as application materials, cost estimates, and acceptable products for your home.

The grant is expected to receive City Council approval by the end of the year, with product replacements beginning early next year through June of 2022. Please contact the City of Dayton for further information if desired, and we thank you for your participation.

Email Correspondence

Dear Residents of Dayton,

As you may have seen recently heard or received other notifications, the City of Dayton is participating in the Water Efficiency Grant provided by the Metropolitan Council. This program offers rebates for updating utilities such as toilets, clothes washing machines, irrigation controllers, irrigation system audits, and irrigation spray sprinkler bodies.

This program offers residents the chance to aid in the effort of water conservation. Rebates will be offered to residents that purchase new utilities to help alleviate some of the cost. The City will pay a portion of the cost for the new product, as long as a receipt is provided after product installation. Bring the receipt into City Hall and ask about the Water Efficiency Grant rebate process.

There are a few requirements deemed by the City of Dayton and the Metropolitan Council. New developments will not be eligible for participation. The residence must be under Dayton municipal water utility. Replacement devices will need to have the following conditions:

- Toilet, irrigation spray sprinkler bodies, and irrigation controllers will require a US EPA WaterSense label
- Clothes washing machines will need a US DOE Energy Star label
- Irrigation system audits must be conducted by an Irrigation Professional certified by a US EPA WaterSense program.

If you believe one of these appliances in your home needs an upgrade and have questions, contact the City of Dayton for further information.

Thank you for your participation and helping to positively impact the community.

City of Dayton
12260 South Diamond Lake Road
Dayton, MN 55327
763-427-4589
**Website post**

The City of Dayton has begun accepting applications for appliance upgrades designated by the Water Efficiency Grant provided by the Metropolitan Council. For more information about the grant, guidelines, acceptable upgrades, and eligibility; please follow the [link](link) to the grant’s website. If you have any further questions, or are looking for an application, contact City Hall.

**Facebook post**

Need an irrigation audit, controller, or sprinkler upgrade? The City of Dayton is now giving rebates to residents who update their irrigation systems! Contact us to figure out how to save water and money in the future!
EXHIBIT B

Clean Water Fund Grant Program Overview & Goal, Structure, and Qualified Activities (should anything herein be contradicted by the Agreement language, the Agreement terms prevail).

Overview
The Metropolitan Council (Council) will implement a water efficiency grant program effective September 30, 2019 to June 30, 2022. Grants will be awarded on a competitive basis to municipalities that manage municipal water systems. The Council will provide 75% of the program cost; the municipality must provide the remaining 25%. Municipalities will use the combined Council and municipality funds to run their own grant or rebate programs.

Grants will be made available in amounts with a minimum of $2,000 and a maximum of $50,000. Grantees will be required to provide estimated water savings achieved through this program for Clean Water, Land & Legacy Amendment reporting purposes.

Legislative Directive - Minnesota 2019 Session Law
$375,000 the first year and $375,000 the second year are for the water demand reduction grant program to encourage municipalities in the metropolitan area to implement measures to reduce water demand to ensure the reliability and protection of drinking water supplies. Fiscal year 2020 appropriations are available until June 30, 2021, and fiscal year 2021 appropriations are available until June 30, 2022.

Grant Program Goal
The goal of the water efficiency grant program is to support technical and behavioral changes that improve municipal water use efficiency in the seven-county metropolitan area.

Critical Points to Remember
- The applying municipality must be a water supplier
- New construction and new developments are not eligible
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Combined Council and municipality funds cannot pay for 100% of an eligible activity’s cost
- A portion of each eligible activity’s cost must be paid by the property owner
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications

Grant Program Structure: Administration and Funding
The Water Efficiency Grant Program will be administered by Metropolitan Council Environmental Services (MCES) and will be funded with $750,000 appropriated by the 2019 Minnesota Legislature. Grant applications will be reviewed and ranked by the MCES Water Supply Planning Unit staff.

Grants are only for water efficiency programs offering rebates or grants to property owners who are customers of the municipal water supply system and who replace specified water using devices with approved devices that use substantially less water.

Grants will be awarded to municipalities in amounts ranging from $2,000 to $50,000 for providing rebates or grants to property owners. Municipalities will be responsible for the design and operation of their rebate or grant program and its details. Grant payments to the municipality will be for 75% of approved program amounts. The municipality must provide the remaining 25% of the program cost. Municipality rebates or grants are eligible for reimbursement on device replacements conducted September 30, 2019 through June 30, 2022.
Here is an example showing the grant funding design:

<table>
<thead>
<tr>
<th>Metropolitan Council Grant Amount</th>
<th>$15,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality Match</td>
<td>$5,000</td>
</tr>
<tr>
<td>Municipality Grant/Rebate Program Total</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**Eligibility**
Per legislative language, the grant program is limited to municipalities in the seven-county metropolitan area.

Municipalities eligible per above must apply to participate and, if approved, sign a standard Council Grant Agreement, before any eligible rebates or grants can be submitted for reimbursement. Agreements shall require that municipalities:

- Entirely pass through grants received (as is being done by MCES)
- Verify purchase of devices to receive grants
- Retain records and cooperate with any audits
- Conduct all communications with property owners and ensure all written communications to property owners include both the Clean Water, Land and Legacy Amendment and the Metropolitan Council’s logo
- Provide quantitative information for state reporting purposes

Eligible water efficiency devices consist of the following:

- Toilet replacement with a US EPA WaterSense labeled toilet
- Irrigation controller replacement with a US EPA WaterSense labeled controller
- Clothes washing machine replacement with an US DOE Energy Star labeled clothes washing machine
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
- Irrigation system audit by an Irrigation Professional certified by a US EPA WaterSense program

Expenses eligible for reimbursement are the out-of-pocket cost of the device and its installation only, not to include any owner labor costs. In addition, new construction and new developments are ineligible, as this program is intended as a current infrastructure replacement program.

**Application Process**

- Applicants must be municipal water suppliers
- Municipalities will submit MCES supplied application form by September 30, 2019. Required information includes:
  - the municipality’s rebate or grant program design and work plan
  - proposed examples of communications to property owners
  - requested total grant amount
  - estimated annual amount of water saved by the applying municipality
- Application form is available at: https://metrocouncil.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx
- Submit competed application to: brian.davis@metc.state.mn.us
- Metropolitan Council will notify municipalities of grant awards and provide grant agreements by December 2, 2019.
Proposal Selection Criteria
In the event that funds requested exceed funds available, the following criteria will be used to determine the amount granted to a given municipality:

- Municipalities that are supplied 100% with groundwater
- Municipalities with identified water supply issues in Master Water Supply Plan Community Profiles or Local Water Supply Plans
- Municipalities’ ratio of peak monthly water use to winter monthly water use
- Municipalities’ average residential per capita water use
- The order in which applications are received and until grant funds are completely committed

Funding Process and Reporting Requirements

- Utilizing forms provided by MCES, the following information must be reported on a quarterly basis:
  - Number, type and amount of rebates or grants provided to property owners, along with each property address
  - Estimated annual gallons of water saved per device installation
  - Municipality matching funds disbursed
  - Number of unmet funding requests from property owners, if any
- Upon review and confirmation of the above information, MCES will process a grant payment in the amount of 75% of approved total rebates or grants for the reporting period.
- MCES will provide confirmation of grant balances available upon request and reserves the right to amend grant agreements, in collaboration with grantee municipality, if quarterly reporting indicates rebate or grant programs will not fully utilize grant awards within the grant period.

Qualified Activities

- Toilet replacement with a US EPA WaterSense labeled toilet:
  
  http://www.epa.gov/WaterSense/product_search.html
- Irrigation controller replacement with a US EPA WaterSense labeled controller:
  
  https://www.epa.gov/watersense/product-search
- Clothes washing machine replacement with an US DOE Energy Star labeled clothes washing machine:
  
  https://www.energystar.gov/productfinder/product/certified-clothes-washers/results
- Irrigation spray sprinkler body replacement with a US EPA WaterSense labeled spray sprinkler body
  
  https://www.epa.gov/watersense/product-search
- Irrigation system audit by an Irrigation Professionals certified by a US EPA WaterSense program
  
  https://www.epa.gov/watersense/find-pro
### Reporting Example

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<thead>
<tr>
<th>Community</th>
<th>Property Street Address</th>
<th>Property Type</th>
<th>Device Replaced</th>
<th>Cost per Device</th>
<th>Rebate or Grant per Device</th>
<th>Est. Annual Water (Gal) Saved per Device</th>
<th>Total Rebate or Grant</th>
<th>Municipality Contribution</th>
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</tr>
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</table>
EXHIBIT C Revision #

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

2019 CLEAN WATER FUND WATER EFFICIENCY GRANT PROGRAM
GRANT AMENDMENT FORM

NOTICE TO GRANTEE: Submission of this form is required to modify your city’s agreement with Metropolitan Council Environmental Services (MCES) 2019 Clean Water Fund Water Efficiency Grant program (Grantee Program).

After determination of your city’s initial grant amount, completion and submission of this form is necessary when 1) you are requesting additional grant funds to meet unexpected rebate or grant demand, or 2) when your city has determined that the previously approved program’s rebate or grant demand will not be met, requiring less grant funds than anticipated when the agreement was signed.

The process for modifying your agreement is as follows:

1. Your City’s designated authorized representative submits 2 signed copies of Exhibit C to MCES, with an attachment itemizing requests for changes to prior granted amounts.
2. Upon receipt of signed Exhibit C, MCES Program Administrator obtains Council authorized signatures that modifies the agreement and returns a fully signed copy of Exhibit A indicating new grant amount to City’s designated authorized representative.

Instructions: Indicate the date of your change request in #1 box. Indicate the number of this particular change request in #2 box (and in box at top of page – must match). Enter the current grant agreement amount (as MCES approved) in #3 box. If you wish to increase your municipality’s grant amount, enter the amount you are requesting in #4 box. If you wish to decrease your grant amount due to less demand than anticipated, enter the amount in #5 box. Enter in #6 box the amount derived from adding #3 to #4 or derived from subtracting #5 from #3.

Grant Agreement #

1. Date of change request:

2. Change request number:

3. Current Grant Agreement Amount (as MCES approved):
4. Increase due to request for additional funding:  

5. Decrease due to less demand:  

6. Amended Grant Agreement Amount requested:  

CITY NAME:  

I request the above changes (sign with title and date):  

MCES PROGRAM ADMINISTRATOR APPROVAL (signature and date):  

COUNCIL AUTHORIZED SIGNATURE AND DATE  

Questions may be directed to the MCES Authorized Representative:  

Brian Davis  
MCES Senior Engineer  
390 Robert Street North  
St. Paul, MN 55101-1805  
Phone: (651) 602-1519  
Email: brian.davis@metc.state.mn.us
To: Dayton City Clerk/City Administrator
From: Kim Jensen, Senior Appraiser
Date: December 13, 2019
Re: 2020 Local Board of Appeal and Equalization Meeting

Minnesota Statute 274.01, Subdivision 1, requires that the County Assessor set the date and time for your local board of appeal and equalization meeting. We are proposing the date and time referenced above.

Please confirm the date and time above, or if you wish to change the date, call us with an alternative by January 24. In addition to the date, please complete the form (please print) with the name of the Mayor and Council Members. This will allow for Notices of Valuation and Classification to be prepared timely. If you have any questions, please call me at (612) 348-6106 or send me an e-mail at kimberly.jensen@hennepin.us.

Please return the confirmation to Kim Jensen, A-2103 Government Center, Minneapolis, MN, 55487, or email to AO.Admin@hennepin.us.

CONFIRMATION

City: ___________________________  Mayor: ___________________________
Date: ___________________________  Council: ___________________________
Time: ___________________________  Council: ___________________________
Place: ___________________________  Council: ___________________________

City Clerk/City Administrator Signature:
ITEM:  
Review of Ordinance 2002-3; Lawful Gambling

PREPARED BY:  
Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:  
Review Ordinance to see if there is any interest in amendments.

BACKGROUND:  
With the recent ownership change at Sundance it has come to staff’s attention that a new gambling license is required. Staff has also discovered that the Ordinance has not been followed on the previous license issued to Maple Grove Lion’s in 2016. Maple Grove Lion’s wants to apply for a new license and they are requesting that the Council review the Ordinance and consider changing the required contribution to the City as noted below. Staff has reached out to the Dayton Lions to make sure they did not want to apply for the gambling application as Section 110.05 explains that local organizations have first priority. We have received confirmation that Dayton Lion’s does not want the license for this location. This would allow for the Maple Grove Lion’s to make an application.

Concerning the ordinance staff would like to point out Section 100.04 Subd (C) (2) which states: Of the gross profits derived from lawful gambling sales in the city, 50% of the licensee’s or permit holder’s expenditures (we are interpreting this as revenue) for lawful purposes must be on charitable and/or not for profit purposes conducted or located within one or more of the following cities and townships of Hennepin and Wright Counties, Minnesota: Dayton, Champlin, Maple Grove, Hassan Township and Otsego. In addition, the Ordinance states: Section 110.06 (B) (1) and (2): Each gambling organization within the city which is licensed by the state to conduct lawful gambling shall contribute 10% of its yearly net profits to the City Gambling Fund. Such contribution shall be made on a quarterly basis and shall be received by the City Administrator on or before the fifteenth day following the quarter in which the net profits have been earned. (2) If an organization certifies to the city that at least 10% of its net profits have been expended in the city for the lawful purposes specified by the city, the City Council may grant a variance exempting the organization from the payment required by this section. If such variance is granted, the organization shall not be exempted from compliance with the reporting requirements of this section.

These requirements are authorized by the state 349.213 but not mandated. Cities can choose one or both (don’t have to include them together) requirements related to contribution to be incorporated into an ordinance. Certainly, the 10% local contribution benefits Dayton by keeping some of the gambling revenue in our community.

Because Maple Grove Lion’s application is for a new license, the above ordinance requirements would apply. The Maple Grove Lion’s is requesting the council re-evaluate the ordinance and to
not require the reporting, 50% expenditure requirement and 10% contribution. They will follow the state statute requirements for gambling.

Existing organizations with a valid gambling license and their premises permit locations that have been approved by the City Council prior to 5-8-2012 are exempt from this requirement as long as there is no lapse in their premises permit. This applies to the other two gambling permits that we have in the City as they were approved in 2004.

I have highlighted the section in the Ordinance that staff is requesting Council feedback. If there are any other sections the Council would like to change please bring these up during the meeting.

RECOMMENDATION:

Staff would like direction on if there is a desire to remove or add anything to this Ordinance. The requested changes will be brought back at the next meeting. If the Council has no desire to change the Ordinance the applicant will be notified and the current Ordinance will be enforced. In your consideration of any changes, staff recommends keeping the requirement for the 10% local contribution so that revenue from this local gambling license benefits Dayton and continues to create another revenue source outside the general budget.

ATTACHMENT(S):

Chapter 110; Lawful Gambling

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**LAWFUL GAMBLING**

**§ 110.01 PURPOSE.**

The purpose of this subchapter is to closely regulate and control the conduct of lawful gambling within the city and to ensure that the expenditures of lawful gambling funds benefit the community and people of the city and surrounding communities.

(Ord. 2002-3, passed 2-26-2002)

**§ 110.02 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ALLOWABLE EXPENSES.** The same meaning as that given by M.S. Ch. 349, as it may be amended from time to time, and rules and regulations promulgated thereunder.

**GAMBLING.** Any activity or device prohibited by M.S. §§ 609.75, 609.755 and 609.76, as they may be amended from time to time, and shall further include any activity, event or contrivance that simulates any such activity or device when in or on any commercial establishment or property, except as otherwise allowed pursuant to city ordinance or state statutes, or rules adopted pursuant to authority contained therein.
Prohibited **GAMBLING** simulations include, but are not limited to, sports bookmaking, poker, blackjack, slot machines and other similar activities, events and contrivances normally associated with gambling and gambling locations.

**GAMBLING CONTROL BOARD.** The board created by M.S. § 349.151, as it may be amended from time to time.

**GAMBLING ORGANIZATION or ORGANIZATION.** Any fraternal, religious, veterans or other non-profit organization licensed by the state to conduct lawful gambling under M.S. Ch. 349, as it may be amended from time to time.

**GROSS PROFITS.** The gross receipts collected from lawful gambling, less reasonable sums necessarily and actually expended for prizes.

**GROSS RECEIPTS.** The same meaning as that given by M.S. § 349.12, Subd. 26, as it may be amended from time to time, and rules and regulations promulgated thereunder.

**LAWFUL PURPOSE.** The same meaning as that given by M.S. § 349.12, Subd. 11, as it may be amended from time to time, and rules and regulations promulgated thereunder.

**MAIN PHYSICAL OFFICE LOCATION.** The physical site for the organization headquarters or registered business office of the organization, which is located within the city and has been located within the city for at least two years immediately preceding the application, and which is the physical site where the organization regularly holds its meetings and conducts its activities, other than lawful gambling and fundraising. Post office box numbers do not qualify as the **MAIN PHYSICAL OFFICE LOCATION.**

**NET PROFITS.** Gross profit, less amounts expended for allowable expenses.

(Ord. 2002-3, passed 2-26-2002; Ord. 2012-08, passed 5-22-2012)

§ **110.03 LAWFUL GAMBLING.**

(A) There shall be no gambling in the city, except bingo, raffle games, paddlewheel and pull-tabs duly licensed or otherwise allowed pursuant to city ordinance, M.S. §§ 349.11 through 349.22, inclusive, as they may be amended from time to time, and rules adopted pursuant to the authority contained in said statutes.

(B) No city permit shall be required for the conduct of gambling exempt from licensing under M.S. § 349.166, as it may be amended from time to time.

(C) Nothing in this subchapter shall be deemed to be an automatic approval of a license applied for with the Gambling Control Board. The city reserves the right to disapprove licenses for individual bingo occasions, raffle games, paddlewheel games and pull-tab distributions.

(Ord. 2002-3, passed 2-26-2002) Penalty, see § **110.99**

§ **110.04 CITY APPROVAL OF PREMISES PERMIT OR GAMBLING LICENSE.**
No lawful gambling license or premises permit, nor any renewal of either, will be approved by the City Council for:

(A) Any organization that has failed to pay the contributions as stated in this subchapter or has an outstanding deficiency in such contribution;

(B) No bingo or raffle license will be approved for an organization that also operates another bingo or raffle game in the city. No person who is under the age of 21 years shall operate or assist in operating a pull-tab distribution in the city; and

(C) Any organization must meet the following:

(1) The organization has been in continuous existence holding meetings for more than one year to the application for the license or permit;

(2) Of the gross profits derived from lawful gambling sales in the city, 50% of the licensee’s or permit holder’s expenditures for lawful purposes must be on charitable and/or not for profit purposes conducted or located within one or more of the following cities and townships of Hennepin and Wright Counties, Minnesota: Dayton, Champlin, Maple Grove, Hassan Township and Otsego;

(3) The licensee or permit holder must make the contributions as required under this subchapter to the City Gambling Fund;

(4) The licensee or permit holder must make all reports as required under this subchapter to the City Gambling Fund; and

(5) Must be an eligible organization under § 110.05 of this chapter.

(Ord. 2002-3, passed 2-26-2002; Ord. 2012-08, passed 5-22-2012) Penalty, see § 110.99

§ 110.05 ORGANIZATIONS ELIGIBLE.

(A) Organizations eligible to conduct gambling activities in the city shall be limited to organizations that have their main physical office location located in the city. Existing organizations and their premises permit locations that have been approved by the City Council prior to 5-8-2012 are exempt from this requirement as long as there is no lapse in their premises permit.

(B) Organizations that are not eligible due to the main physical office location requirement may be granted a waiver from the City Council if, within 30 days from the date of submittal of their premises permit application to the city, no eligible organization meeting the physical office location requirement has expressed to the city a desire to operate gambling activities at the premises applied for by the ineligible organization. The waiver would be granted only for the specific location set forth in the premises permit application and would remain in effect for the duration of the original premises permit license. Upon the need for renewal of a premises permit location, a non-eligible organization would follow the same process of approval as stated herein. The priority set by the City Council for granting approval of a premises permit application and its location shall be as follows:
(1) First priority given to organization whose main office location is within the corporate limits of the city;

(2) Second priority given to organizations whose main office location is located within the boundaries of the three school districts that are within the city and who is eligible to be granted a waiver from the eligibility requirements by the City Council. The three school districts are as follows: Anoka Hennepin Independent School District 11; Elk River School District 728; and Osseo School District 279;

(3) Third priority is given to all other organizations that are eligible to be granted waiver from the eligibility requirements by the City Council.

(Ord. 2012-08, passed 5-22-2012)

§ 110.06 CITY GAMBLING FUND; CONTRIBUTIONS; ADMINISTRATION.

(A) Pursuant to M.S. § 349.213, Subd. 1(a), as it may be amended from time to time, there is hereby created the City Gambling Fund, which shall be administered and regulated, without cost to the Fund, and held for safekeeping by the city in an account separate from any city funds. Such funds shall be deposited in a bank account designated “Dayton Gambling Fund” and no expenditures shall be made from such Fund, except upon resolution by the City Council. At the time of adoption of the city’s annual budget, or at the time of amendments thereto, the City Council shall adopt said resolution listing all lawful purposes for which the funds may be expended.

(B) (1) Each gambling organization within the city which is licensed by the state to conduct lawful gambling shall contribute 10% of its yearly net profits to the City Gambling Fund. Such contribution shall be made on a quarterly basis and shall be received by the City Administrator on or before the fifteenth day following the quarter in which the net profits have been earned.

(2) If an organization certifies to the city that at least 10% of its net profits have been expended in the city for the lawful purposes specified by the city, the City Council may grant a variance exempting the organization from the payment required by this section. If such variance is granted, the organization shall not be exempted from compliance with the reporting requirements of this section.

(C) The City Administrator shall be responsible for the collection of contributions to the City Gambling Fund. The City Attorney may initiate appropriate actions to collect a contribution or any deficiency not paid when due.

(Ord. 2002-3, passed 2-26-2002)

§ 110.07 REPORTS.

A gambling organization required to make contributions to the City Gambling Fund shall submit, on a quarterly basis, no later than 15 days after the quarter in which the net profits have been earned, the contribution and the following information to the City Administrator:
(A) The amount of gross receipts and net profits of the licensed organization for the quarter;

(B) The amount of contribution due for the quarter, together with the method of accounting used to determine such gross receipts and net profits;

(C) One copy of all records and reports, with all attached schedules and worksheets, required to be filed with the Gambling Control Board during that quarter; and

(D) Such other information as the Administrator may require to enable a determination of compliance with this section.

(Ord. 2002-3, passed 2-26-2002)

§ 110.08 STATE LAW ADOPTED BY REFERENCE.

M.S. §§ 349.11 through 349.22, inclusive, as they may be amended from time to time, and rules adopted pursuant to the authority contained in said statutes are hereby adopted by reference and are incorporated in this subchapter as completely as if set out in full.

(Ord. 2002-3, passed 2-26-2002)
**PRESENTER:**
Amy Benting

**ITEM:**
Large Assembly License for the Bunce Production in summer of 2020

**PREPARED BY:**
Amy Benting, City Clerk

**BACKGROUND:**
Bunce Productions is a non-profit organization that holds back yard theatre productions. Bunce Productions first application in 2014 for a large assembly license to be held at 11350 Dallas Lane. Productions were also held in 2015 - 2019. In 2016 improvements for signage to the location and parking were made which improved traffic on Fernbrook Lane. Last year Council requested that Bunce Productions come to a Council meeting as some Council members had concerns of this business operating. They are here tonight to answer any questions and they are also asking for approval of the 2020 show to take place at the same location.

**RECOMMENDATION:**
With Bunce Backyard Productions being an event that builds community and brings hope, joy and inspiration to others through free high-quality musical theater staff recommends approval for the production.

**ATTACHMENT(S):**
Application
LARGE ASSEMBLY LICENSE APPLICATION / CITY OF DAYTON, MINNESOTA

Name of Organization: Bunce Backyard Productions

Contact Person: 1) Sharon Bogle  Phone: 763-732-9014

Applicant’s Address: 11350 Dallas Ln N  Dayton  MN  55369

Name and Address of Person responsible for payment of bills:
Bunce Backyard Productions, 16938 Weaver Lake Drive, Maple Grove, MN 55311

I, Sharon Bogle, hereby make application on behalf of Bunce Backyard Productions.

D Corporation  D Partnership  D Society, Group of Association  D Other: Non-Profit Organization
(In the case of a corporation or LLC, a certified copy of the Articles of Incorporation/Organization together with the name, date of birth, residence, and mailing address of each person holding 10 percent or more of the stock or membership of said corporation or LLC.)

To the City of Dayton for a license to permit the lawful assembly of over 200 persons on the following described property:

Property of Bill & Sharon Bogle at 11350 Dallas Lane N, Dayton, MN

The nature and purpose of the assembly will be as follows:
Live performance of Newsies, with live performers and orchestra.

The assembly will be held on: Seven performances between the dates of July 24 and Aug 1 (exact dates to be determined, with one “Rain Date”); beginning at 7:00 pm, and ending approximately 9:30 pm, with area quiet by 10:00 pm. Two dress rehearsals, weather permitting, July 23, 24

The maximum number of persons I will expect to attend per show are: 1200 persons. The maximum number of event tickets to be sold: (not applicable/no tickets sold for this event)

OUTDOOR MUSIC: Will there be outdoor music? Yes
If yes, please describe: Amplified vocal and instrumental music for the lead actors/chorus in the show. Genre is musical theater music.

Outdoor music: Start Time: 7:00PM to End Time 9:30PM

1) MY PLANS FOR FENCING the location of the assembly and the gates contained in such fence:
At present, there are no plans for fencing the location as there will be no “gates” for entrance/exit. We will have signs to direct people to the entrance, and use lighted pathways to help people find their way back to street and parking after event.

2) MY PLANS FOR SUPPLY POTABLE WATER, including the source, amount available, and location of outlets:
Beverages and bottled water will be available for sale at the event. Free water could be made available from a large cooler or from the house, if necessary.

3) MY PLANS FOR PROVIDING TOILET AND LAVATORY FACILITIES, including the source, the number, location, type, and means of disposing of waste. Advise of number of portable restrooms to be supplied on premises:
Toilet facilities will be available in the form of rented biffys. There will be 5 regular biffys and one handicap accessible biffy, each including hand sanitizer. We will have the rental company dispose of waste, and they will come to clean biffy’s at least one time during seven days. We will clean surfaces each day and refill with toilet paper.

4) MY PLANS FOR HOLDING, collecting and disposing of solid waste material:
Waste and recycling containers will be available near the concession table, throughout the property and at the entrance/exits for disposal of trash. Post-performance clean-up crew will scan the property for debris and collect for disposal. Randy’s Sanitation offers free garbage and recycling drop-off to our organization; full trash bags are disposed of in a timely manner. Volunteers will clean each night after the show to avoid refuse blowing onto neighboring properties.

5) MY PLANS FOR MEDICAL FACILITIES, including the location and the construction of a medical structure, the names and addresses and hours of availability of physicians and nurses, and provisions for emergency ambulance service:
The Maple Grove Hospital is 3.2 miles away, and we will make certain all volunteers have directions and emergency phone numbers at hand. We will also have at least one member of the Dayton Fire Department and an EMT on hand for every performance.

6) MY PLANS, IF ANY, TO ILLUMINATE the location of the assembly, including the amount of power and the location of lights:
Lighting post-show is provided, in part, by the same light sources used to light the stage during the performances. We anticipate 12-16 light sources, at 200-500w each, to be used at various times (not all at once) during the performance. There will be several additional flood/shop lights helping people see as they leave the yard, as well as white Christmas lights lighting exit paths.

7) MY PLANS FOR PARKING VEHICLES, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots.
Parking will be accommodated on-property in a mowed field at the intersection of Fernbrook and 114th. There are two entrances to the field, but only one entrance is used. Parking will be manned by 4-6 trained volunteer attendants to ensure proper use of the parking area. Use of this parking area is to minimize the use of on-street parking. Cast and crew parking will be in the Bogle yard and a neighbor’s adjoining property. Handicapped parking will be in and near the Bogle driveway.
8) MY PLANS FOR TELEPHONE SERVICE, including the source, number and location:
   No public telephone service will be provided save for the potential emergency use of cell phones carried by each of the board/staff members present at the performances. Phone numbers for Greg & Lori Bunce, Bill or Sharon Bogle, as well as a Lead Parker, Lead Host (greeting and seating audience members), and Board member volunteering at show, will be known by all volunteers (by way of hand out to all volunteers).

9) MY PLANS FOR SECURITY, including the number of guards, their employment, their names, addresses, credentials, and hours of availability.
   No guards are planned for this event, unless deemed necessary by City of Dayton. Audiences have always been polite and orderly. No alcohol or pets are allowed on the property during performances.

10) MY PLANS FOR FIRE PROTECTION: 3 class A,B,C hand-held fire extinguishers will be on site at each performance. Fire department is 4 miles from the site. A member of the Dayton Fire Department will be at each performance.

11) MY PLANS FOR SOUND CONTROL AND SOUND AMPLIFICATION, if any, including number of location and power of amplifiers and speakers:
    The design for sound will incorporate the use of 3-4 power amplifiers for the main sound system, with 6-8 main speakers providing sound to the audience. Having more speakers will enable us to minimize volume of sound amplification while still ensuring the performance can be heard throughout the listening space. All sound equipment will be placed in an area within the “seating” space, or secured above the audience, but will be cordoned off from audience interference.

12) MY PLANS FOR FOOD CONCESSIONS and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers:
    NOTE: All vendors must obtain a Vendors Permit from the City at least 10 days prior to the event. Sales of canned soda, bottled water, pre-packaged single-serving snacks and candy will be made available for purchase during the performances at a concession table on the property. We also use a popcorn popper and sell fresh popcorn according to (and inspected by) Hennepin County Dept of Health, with proper licensing and meeting all requirements for set-up and handwashing.

13) MY PLANS FOR AREA TRAFFIC CONTROL for egress from and exit onto public roads and highways:
    Attendants will be at the entrances to the parking areas as well as at the intersection of 114th and Dallas Lane, directing traffic before and after the performances. Police presence/flashing lights at the intersection of Fernbrook and 114th to ensure traffic slowing and safe traffic control, both before and after the performance (6:15-7:15 pm and approximately 9:15 - 9:45pm). The flashing event sign will, hopefully, be borrowed from Corcoran PD. Entrance onto 114th will be well marked, in increments with signage.
14) I have received and read chapter 93 of the Dayton City Code pertaining to regulations/requirement for large assemblies.

I, Sharon Bogle, being duly sworn upon oath, hereby make application for a license to permit a large assembly in the City of Dayton, Minnesota.

Applicants know the contents of this application and supporting affidavits and that the statements herein are true of his/her own knowledge, save as to such as are herein stated information and belief, and as to those, he/she believes them to be true.

APPLICANTS (from Bunce Backyard Productions):

<table>
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<tr>
<th>Name</th>
<th>DATE OF BIRTH</th>
<th>RESIDENCE Mailing address:</th>
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<tbody>
<tr>
<td>Sharon &amp; Bill Bogle</td>
<td>10-21-72</td>
<td>11350 Dallas Ln MN 55369</td>
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</tbody>
</table>

OWNER OF RECORD of the above-described property, if different than applicant, must grant permission to hold an assembly of 1,200 or more persons by signing this form.

PROPERTY OWNER: (if different that applicant).

<table>
<thead>
<tr>
<th>Name</th>
<th>DATE</th>
<th>DATE OF BIRTH</th>
<th>RESIDENCE Mailing address:</th>
</tr>
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<tbody>
<tr>
<td>N/A</td>
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APPROVED WITH THESE CONTINGENCIES:

APPROVAL OF THE LARGE ASSEMBLY PERMIT

Approved by the Dayton City Council on this _____ day of ____________________, 2020.
Bunce Backyard Productions Addendum:

Bunce Backyard Productions has goals to build community and bring hope, joy and inspiration to others through free high quality musical theater, as well as to raise money for local nonprofit organizations and items for CROSS family services. A coordination of over 200 volunteers and the generous support of our surrounding neighborhood is the only way our shows happen.

- Our 2019 show raised over $4000 for Arrive Ministries, an organization that assists in the resettlement of refugees in the Twin Cities area and we collected nearly 800 pounds of food for CROSS Services.
ITEM:

Resolution 02-2020; Official Appointments/Designations

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Resolution 02-2020 adopting Official Appointments/Designations

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.

As a reminder here are the appointments that were set for 2019:

- **Acting Mayor**: Jon Mellberg
- **Planning Commission**: Bob O’Brien / Alternate- Julie Gustafson
- **Park Commission**: Dennis Fisher / Alternate- Jon Mellberg
- **Elm Creek Watershed**: Doug Bains / Alternate- Julie Gustafson
- **League of Minnesota Cities**: Tim McNeil / Alternate- Dennis Fisher
- **N/W Hennepin League of Municipalities**: Tim McNeil / Alternate- Jon Mellberg
- **I-94 Corridor Commission**: Tina Goodroad / Alternate- Tim McNeil
- **I-94 Chamber**: Bob O’Brien / Alternate Julie Gustafson
- **EDA/HRA**: Tim McNeil and Dennis Fisher / Alternate- Bob O’Brien
- **Fire Relief Association Rep**: Dennis Fisher / Alternate- Jon Mellberg Staff: Amy Benting

CRITICAL ISSUES:

There are not outstanding issues.

RELATIONSHIP TO COUNCIL GOALS:

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

RECOMMENDATION:
Staff recommends adoption of Resolution 02-2020 based on decisions made for each designating made at the meeting.

**ATTACHMENT(S):**

Resolution 02-2020
RESOLUTION NO. 02-2020

RESOLUTION SETTING OFFICIAL DESIGNATIONS AND APPOINTMENTS FOR 2020

WHEREAS, the City Council of the City of Dayton ordains the following official designations and appointments for the year 2020

ACTING MAYOR:

COUNCIL LIAISON TO COMMISSIONS:

PLANNING COMMISSION: ______ /Alternate-

PARK COMMISSION: ______ /Alternate-

ELM CREEK WATERSHED: Doug Bains /Alternate:

LEAGUE OF MINNESOTA CITIES: ______ /Alternate-

N/W HENNEPIN LEAGUE OF MUNICIPALITIES: Alternate:

I-94 CORRIDOR COMMISSION:  Tina Goodroad/Alternate:

I-94 CHAMBER: _____ / Alternate:

Economic Development Commission: _____ / Alternate:

Fire Relief Association Rep: _____ / Staff: Amy Benting

Passed this 14th day of January, 2020 by the City Council of the City of Dayton

Motion was made by Councilmember ***, seconded by Councilmember *** to approve Resolution 02-2020 as listed.

________________________
Mayor Tim McNeil

ATTEST: ____________________________
City Clerk Amy Benting
ITEM:
Resolution 07-2020; Approval of Conditional Use Permit (CUP) for a cemetery at 14000 129th Ave N for Minneapolis Independent Apostolic Lutheran Church.

APPLICANT:
Minneapolis Independent Apostolic Lutheran Church
Randy Leppala

PREPARED BY:
Alec Henderson, Associate Planner

60-DAY RULE SUMMARY:
Complete Application Accepted: 9-30-19
60-Day Review Deadline: 1-28-19 (Application Extended)

BACKGROUND/OVERVIEW:
The applicant, Minneapolis Independent Apostolic Lutheran Church, has submitted an application for a Conditional Use Permit (CUP) to develop a cemetery on their parcel at 14000 129th Avenue North (CSAH 121). The Church has been operational in Dayton since 2002. The property is currently zoned A-1 Agricultural and is directly West and South of Elm Creek Park Reserve. A-1 zoned parcels span to the West and the South, South of 129th Ave. The Church is currently served by well and septic. The Church plans to develop the cemetery in phases as needed and is planned to only serve the members of the Church. The Church itself plans to manage the cemetery, rather than separating out management responsibilities.

PROPOSED USE:
Cemetery Uses are allowed in the A-1 district with a Conditional Use permit. The Proposed use is consistent with the City of Dayton Zoning code. The Cemetery is planned to be developed slowly in three phases. The ultimate cemetery buildout will be approximately 3.98 acres and could contain approximately 2,154 burial plots. The first phase includes approximately 1.25 acres and will contain approximately 720 plots (depending on width of plots). The cemetery headstones will be flush to the ground and not typical headstones. This first phase will likely meet demands for the next 40 to 80 years. A 12-foot wide gravel Cemetery roadway will provide access to the cemetery area as an extension to the existing gravel road which serves this north area and adjacent property. The roadway provides a loop for ingress and egress. The revised plan shows staggered rows of evergreens around the East, North and West boundaries (around 138 evergreens planted 15 feet apart). An escrow deposit of $50 per tree has been proposed by staff (which would equate to $6,900) as a starting point as a surety for the planting of trees within 5 years. City Council should discuss this escrow amount and determine a reasonable amount as security. This escrow would be returned upon proof of planting.

The Church is currently served by a septic mound system and well. The existing primary system is just west of the Church. The Secondary system is within the second phase of the proposed cemetery. Staff would recommend requiring a Site Plan approval prior to construction of each phase. This would ensure that the City can review whether the Church can be connected to municipal services at that time (if available), or if an alternative design or site can be located for the secondary septic area as a condition of the 2nd phase of the cemetery being a possibility. The first phase of the cemetery will not impact the viability of the secondary mound locations.
PLANNING CONSIDERATIONS:
The parcel is unlikely to have access to municipal sewer and water until after 2040. The existing septic system will be necessary for the long term. As the cemetery’s phase one is likely to serve the Church’s burial needs for the next 40 to 80 years, the City can revisit the sewer and water discussion at a later date.

The areas which are abutting CSAH 121 in this area are likely to be developed in the future as Low Density Residential. Landscaping along the cemetery boundary are planned and will provide screening from any abutting future development. As there is significant tree cover running through the middle of the parcel to the west of the Church, it is already well screened from the road.

PLANNING COMMISSION REVIEW:
The role of the Planning Commission was to review the technical aspects of the CUP as it relates to the City’s Zoning Ordinances and the Comprehensive Plan and to recommend findings and conditions for approval. The Planning Commission at its 11-7-19 meeting tabled the application and requested additional information and a more refined concept plan.

At the 12-5-19 Planning Commission meeting the commission recommended approval and found the following in relation to Conditional Use Permit requirements found in Zoning Code section 1001.23. These findings are summarized below and are found in the attached Resolution 07-2020.

1. The proposed use is consistent with the Comprehensive Plan and the purpose of the underlying zoning district. Cemeteries are a conditional use in the A-1 district and religious uses are allowed in residential districts.
2. The proposed use will not substantially diminish or impair property values within the immediate vicinity of the subject property. The Planning Commission does not believe the use will impair property values and will not diminish value or use of the surrounding Agricultural parcels.
3. The proposed use will not be detrimental to the health, safety, morals or welfare of persons residing or working near the use. The Church is required and has acknowledged they will abide by State Statutes regarding human burials and will be lining graves.
4. The proposed use will not impede the normal and orderly development of surrounding property. A ghost plat shows that the property surrounding the Church can be subdivided and does not appear to impede any future development.
5. The proposed use will not create an undue burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area. The use does not add additional users to city or public infrastructure and does not create burden on parks or schools.
6. The proposed use is adequately screened. The use is proposed to utilize screening and the applicant will provide an adequate escrow to ensure planting of screening within 5 years.
7. The proposed use will not create a nuisance, including but not limited to odor, noise, vibration or visual pollution. The use will not create a nuisance.
8. The proposed use will provide adequate parking and loading spaces, and all storage on the site is in compliance with this Subsection. The church has adequate parking and future parking for related cemetery uses can be accommodated in the future.
9. The proposed use will protect sensitive natural features. The use is setback well away
from any sensitive natural resources within the park reserve.

10. The City Council may attach conditions to the permit, as it may deem necessary in order to lessen the impact of a proposed use, meet applicable performance standards and to promote health, safety and welfare. Conditions have been added to reduce negative impacts the use may have.

ACTION:
The Planning Commission recommended approval of the Conditional Use Permit with the following conditions:

Option 1 (staff supports this option):
Recommend approval of the Conditional Use Permit with staff recommended conditions as outlined below, or with additional conditions for approval:

1. The Conditional Use Permit approval shall be for the entire cemetery. Site Plan review by Planning Commission and City Council shall be required prior to construction of each phase.
2. The sewer treatment method shall be reviewed upon application of Site Plan Review for the 2nd phase of the Cemetery development. As the existing alternative septic site is shown within the 2nd phase of the cemetery, the Church shall either find an alternative location for the secondary treatment area, or connect to municipal services if available.
3. Landscape Screening shall be provided around the perimeter of the cemetery (with the exception of the southern boundary) and shall be planed at a minimum of 2 feet height, 15 feet on center (between each planting), in double staggered rows. The screening shall be planted within 5 years of the approved site plan for phase 1. An escrow deposit shall be provided to the City in the amount of $50 per tree and shall be released upon proof of planting.
4. The cemetery development shall meet the requirements of state statute, and other state agencies as required by law and the applicant shall submit any necessary documentation to the State and/or the County as necessary by state law.
5. Liners shall be installed in each burial lot to reduce settling.
6. No “natural” burials shall be allowed; all body burials shall utilize caskets.
7. A survey and/or plat shall be filed with the City prior to construction. Any modifications to cemetery plans shall require updated surveys and/or plats.

Option 2:
Recommend the request be tabled with specific items the Council would like to see addressed prior to consideration. Please keep in mind that the review deadline is on 1-28-20. The City has already extended the application to the maximum of 120 days.

Option 3:
Denial and suggest specific findings related specifically to the CUP request would be required.

ATTACHMENTS:
Site Location Maps
Updated Narrative
Existing Survey
Updated Plan Sets (2)
Resolution 07-2020
City Council Information for Conditional Use Permit for
Minneapolis Independent Apostolic Lutheran Church
Private Cemetery

The Minneapolis Independent Apostolic Lutheran Church congregation (hereinafter referred to as MIALC) has organized and authorized a Cemetery Board (hereinafter referred to as the Board) to apply for a Conditional Use Permit to create a private cemetery (hereinafter referred to as the Cemetery) upon MIALC owned land within the City of Dayton, Minnesota.

The MIALC opened their current place of worship in the City of Dayton in 2002. The congregation has existed for over 50 years in the Twins Cities area. The move to the City of Dayton from the City of Brooklyn Park, MN was necessitated by the growth of the congregation and limited room to expand their previous facility. The MIALC was drawn to the rural character of your thriving community and felt it was a safe and pleasant place to build their current place of worship. The City of Dayton staff and council have always been very accommodating and respectful to our needs and beliefs during our building process and land acquisitions.

Our initial land ownership of approximately 12 acres was expanded in 2010 to approximately 16 acres by the acquisition of an additional 4 acres to the north of our current property from the Meadow Hills of Dayton property ownership group. This additional acreage allowed the MIALC to provide reserved space for a future septic mound system if the current MIALC mound system, which is currently located just to the west of the church structure, would fail and need to be replaced.

A report completed by Wenck Associates in 2011 identified an area of this newly acquired property as being suitable for future mound system(s) if required. This area was chosen based upon (5) soil borings taken in the area and analysis of their data to recommend a broad area to preserve. Since that time, much of this area has been reserved for this purpose and vehicle use across it has been restricted.

During the last several years there has been a growing interest within the MIALC to create a private Cemetery on MIALC land for MIALC members and families to be buried upon their death. In October of 2017, the MIALC authorized a committee to explore the feasibility of creating a private Cemetery for the MIALC. The committee explored State of Minnesota guidelines concerning private cemeteries, multiple locations, size options, and configurations on current MIALC land. In October of 2018, the committee presented their recommendations to the congregation and the members of the MIALC voted to proceed with the organization of a Cemetery Board and authorized this Board to proceed with applying for this Conditional Use Permit, the design, and the construction of a private Cemetery to be located on the far north side of our current MIALC property.

The Board considered creating the Cemetery as a separate entity from the MIALC but chose to keep a close affiliation with the MIALC since the Cemetery was only for MIALC members and families, the MIALC could provide additional financial security for the Cemetery, and the Cemetery could maintain the tax free status that the MIALC provides. Most of these options would be lost if a separate entity was created.

All fees collected for the Cemetery use will be kept in a separate account solely dedicated to the maintenance of this proposed Cemetery. In the unlikely event that the MIALC dissolves, the Board’s
The intent is to then create a separate entity corporation to manage and maintain the Cemetery property, its needs, and assure that a deeded access to the Cemetery is established for future generations to always have access to visit their family plots.

The north area of the MIALC property was selected as it offered the most room for growth of the Cemetery and is located in a private area of the MIALC property which is not visible from County Road 121 (129th Avenue). One challenge to the selected location was that a small portion of the proposed Phase 1 cemetery design infringed upon the future mound system restricted area. During the preliminary design of the Cemetery, Wenck Associates were contacted and asked if the area for the future mound system could be reconfigured to accommodate at least the first phase of the Cemetery. Upon their review of the area and soils, they resized the one large reserved area into two smaller areas which would be suitable for future mound system(s). See attached revised drawing.

The Cemetery is located on the far north of the existing MIALC property and extends approximately 491 feet across west to east. When we began the preliminary layout of the Cemetery we realized that a portion of the access road to the Cemetery area actually fell on property owned by Martin Holm, who is also a MIALC member, and part of the Meadow Hills of Dayton property ownership group. Mr. Holm recently had a variance approved by the City of Dayton which allowed him to set his lot size and boundaries and is currently in the process of having his property surveyed and his variance adopted by the City of Dayton. Mr. Holm has agreed to give the MIALC 30 feet of the Meadow Hills of Dayton property to assure the MIALC will always have access to the Cemetery property and a portion of this 30 feet to become part of the Cemetery itself. The MIALC has an agreement with Mr. Holm to allow access to his property across MIALC property.

A description of the Cemetery property is as follows: Commence at the SW corner of the SW ¼ of the NW ¼ of Section 22, Township 120, Range 22 West and run N 00°00’46” E a distance of 627.21 feet, thence N 89°37’46”E a distance of 360.24 feet to the point of beginning; thence N 00°05’50”E a distance of 375.00 feet; thence N 89°37’46”E a distance of 490.94 feet; thence S 00°05’50”W a distance of 270.00 feet; thence S 62°08’29”W a distance of 227.48 feet; thence S 89°37’46”W a distance of 290.00 to the point of beginning. Containing 3.98 acres.

No official survey has been completed but if this Conditional Use Permit is adopted it is the intent of the Board to have a certified survey of the property done before construction of the Cemetery begins.

This Cemetery, like nearly all cemetery designs of modern times, utilizes a phased construction approach. The overall design and size of the property is being requested in this Conditional Use Permit, however only the phase 1 portion will be initially constructed. The total Cemetery size is approximately 4 acres while phase 1 is approximately 1.25 acres. The phase 1 and the rest of the phases will be constructed in compliance with this Conditional Use Permit if approved by the City of Dayton and compile with Chapter 307 of the Minnesota State Statutes concerning Private Cemeteries.

The Phase 1 segment has no infringement upon any of the future mound system(s). It is anticipated that this first phase would handle the MIALC burial needs for 40 to 80 years. Current City of Dayton planning documents shows the MIALC property to be served by City of Dayton sewer and water services within the next 10 to 20 years and thus the need for reserving these future mound system(s) could then be eliminated. If that does not happen the Board has several options to consider; a partial construction of
Phase 2 or reconfigure the future mound system(s) to accommodate the Phase 2 construction. No infringement upon these reserved areas will be allowed until they are not required.

None of the five soil borings logs completed for the future mound system(s) design identified any water table encountered on the site of the Cemetery. Well logs for two private wells, one from the adjacent Martin Holm property to the east, and the other from the former Peterson farm home that was located south of the Cemetery, show a static water level of 46 and 40 feet respectively. Both of these wells were at the approximate same elevation as the proposed Cemetery and are located approximately 400 feet from the Cemetery property line. Setback distances for wells from cemeteries in the State of Minnesota is 50 feet. The MIALC well is 530 feet away and Martin Holm’s well is approximately 400 feet away from the Cemetery boundary.

A test grave was excavated on October 31 by Brian Orth, a local grave digger, in the northeast portion of the proposed Cemetery. The 5 foot deep excavation showed the soils be a firm sand material with bands of clay and the vertical walls of the excavation held firm. No water was encountered during the excavation.

We understand that typical cemeteries in the metro area are starting to see an increase in cremation burials. However, our congregation, in it’s over 50 years since its creation, has seen less than 5 cremations. While this trend may increase in the future, it is not our typical disposition method. We do however, wish to make provisions to allow for multiple burial options.

The Cemetery Board is proposing a 4 foot wide by 10 foot long burial plots which will be suitable for standard casket/vault burials or allow two cremation urns to be buried per burial plot. This number of cremation urns per plot is typical of what is done in other local cemeteries according to the funeral director who does the majority of the funerals for our congregation. This option allows families to be buried next to each other, regardless of the disposition method they select now, or in the future. As such, we desire to not have a segregated cremation area within our Cemetery.

Caskets and urns will be required to be buried in a suitable burial vault or liner. Natural burials will not be allowed. These provisions are being made to reduce the potential settling of the graves over time.

Phase 1 consists of four blocks of 168 to 216 plots burial for a total 720 burial plots. Each subsequent phase is designed to consist of similar sized blocks for a total ultimate buildout of the Cemetery to have approximately 2154 burial plots. An additional 214 burial plots could also be realized in the future if aisle spaces were infilled with burial plots. Each burial plot will be able to accommodate 1 to 2 standard casket burials (if stacked), or 2 cremated urns.

The City Planning Commission recommended expanding the ultimate size of the property to the south to allow for a potential future parking lot in case the church parking lot was not available for use. The property lines were adjusted to accommodate this recommendation and it enlarged the proposed property by one (1) acre.

We wish to keep this Cemetery as simple as our faith. Our faith does not adorn or honor the material self, whether living or deceased. Above grade monuments, being made larger than adjacent monuments, do not adhere to our belief that we are all equal in the sight of God. No one is more important than the other. Therefore, The Cemetery Board has decided that there be no above-grade
headstones within the Cemetery and all markers will lay flush with the finished grade to most easily accommodate mowing and maintenance.

The option of Columbariums is also not a desired feature of our Cemetery to maintain the simplistic nature and easy maintenance of our cemetery. For neighbors who may have reservations about a cemetery in their neighborhood, this Cemetery would be largely unrecognizable as such, except for the sign we propose at its entrance.

A 12-foot wide gravel Cemetery roadway will provide access to the cemetery area as an extension to the existing gravel road which serves this north area and adjacent property. This roadway will loop through the middle of the Cemetery area for ease of access and egress.

The west, north, and east edges of the Cemetery, which abut non-MIALC land shall have a green space buffer zone approximately 30 feet wide. This buffer area will be adequate in size to plant two staggered rows of evergreen trees spaced 15 feet apart to provide a suitable natural screening buffer to adjacent properties. Approximately 138 trees will be planted in the near future, either before official construction of the Cemetery begins, or after the grass within the cemetery area has been well established. The south side of the Cemetery property abuts an existing wooded area which provides adequate natural screening. The Cemetery Board understands that the City may propose to place money in an escrow account to assure that these trees (24” minimum height) are planted within five (5) years.

The Cemetery Board has decided to not construct a fence around the cemetery property at this time.

The areas of each phase not utilized for roadway construction shall be enhanced with topsoil borrow and planted with a quality grass seed or sodded. Seed and sod bid alternates are intended to be part of the cemetery construction bidding process for the Phase 1 project. The Board will then consider which bid is feasible at that time. Future phased areas will be left in the current natural state to avoid disturbing the areas adjacent to the future mound system(s).

The MIALC members were recently polled to see how many plots might be purchased prior to bidding and construction. An interest of over 230 plots sales were recorded. The Board feels financially comfortable with moving forward with this project during the spring of 2020 if the City of Dayton approval can be granted in a timely manner.

The Cemetery Board would like to thank the City Planning Commission and City Staff for their efforts, recommendations, and approval of this project.

Thank you for your consideration

Randy Leppala
MIALC Cemetery Sexton
SURVEY FOR INDEPENDENT APOTOLIC LUTHERAN CHURCH

CURRENT LEGAL DESCRIPTION OF CHURCH'S PROPERTY:

Lot 1, Block 1, Meadow Hills of Dayton, Chisago County, Minnesota.

LEGAL DESCRIPTION OF REMNANT OF CHURCH PROPERTY:

All of Lot 1, Block 1, Meadow Hills of Dayton, Chisago County, Minnesota except the East 480.56 feet of the South 480 feet of Lot 1 in Block 1, which lies entirely within the City of Dayton, Chisago County, Minnesota.

LEGAL DESCRIPTION OF REMNANT PARCEL:

Lot 1, Block 1, Meadow Hills of Dayton, Chisago County, Minnesota except the East 480.56 feet of the South 480 feet of Lot 1 in Block 1, which lies entirely within the City of Dayton, Chisago County, Minnesota.

LIMITATIONS & NOTES:

1. We have not surveyed this property but have prepared a report consistent with the description given by the owner.

2. We have not surveyed this property but have prepared a report consistent with the description given by the owner.

3. We have not surveyed this property but have prepared a report consistent with the description given by the owner.

4. The survey was completed following the instructions given by the owner.

CERTIFICATION:

I hereby certify that this plan was prepared by me or under my direct supervision and that it meets the requirements of the Professional Engineering and Professional Surveying laws of the State of Minnesota.

James E. Parker P.E. & P.S. No. 9230

DRAWING NO. 100305
CEMETERY: 3.98 ACRES
PHASE 1:  1.25 ACRES

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

SIGNATURE:  
TYPED NAME:  
STEVE HEIKKILA
DECEMBER 18, 2019  REG. NO. 19701
BE IT RESOLVED, by the City Council of the City of Dayton, Minnesota, as follows:

WHEREAS, Minneapolis Independent Apostolic Lutheran Church (hereinafter referred to as the “Applicant”) have made an application for a Conditional Use Permit to establish a Cemetery (hereinafter referred to as “CUP”) for the property located at 14000 129th Avenue North, Dayton, MN, with the property Identification Number 22-120-22-23-0004, legally described as follows:

All of Lot 1, Block 1, Meadow Hills of Dayton, Hennepin County Minnesota and the East 460.92 feet of the South 952.19 feet of that part of Lot 2 in said Block 1, which lies westerly of the northerly extension of the West line of Said Lot 1. Contains 16.076 Acres (Hereinafter referred to as the “Subject Property”)

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

WHEREAS, the City Planning Commission held a public hearing at its November 7th, 2019 meeting regarding the CUP and tabled the application until the December 5th, 2019 meeting requesting more information on the site plan and other property information; and

WHEREAS, the Planning Commission at its December 5th, 2019 meeting reviewed and considered the application, at which the Applicant was present and presented information and the commission recommended approval with conditions; and

WHEREAS, the City Council at its January 14th, 2020 meeting reviewed and considered the application, at which the Applicant was present and presented information.

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

FINDINGS:

1. The Subject Property is generally located North of 129th Avenue North (Co. Rd. 121) at 14000 129th Avenue North.
2. Zoning Code Section 1001.05 Subdivision 12 lists Cemeteries as a Conditional Use in the A-1 Zoning District.

3. The Subject Property is Zoned A-1.

4. The Subject Property is approximately 16.08 acres and is currently the home of the Minneapolis Independent Apostolic Lutheran Church, a religious use approved by Resolution 22-2001.

5. The Proposed Cemetery Use area under approval is described in Exhibit A.

6. Dayton Zoning Code Ordinance §1001.23 states that a CUP will only be granted if the following criteria have been met (*The italicized text are findings in favor of the CUP*):
   a. The proposed use is consistent with the Comprehensive Plan and the purpose of the underlying zoning district. *Cemeteries are a conditional use in the A-1 district and religious uses are allowed in residential districts*
   b. The proposed use will not substantially diminish or impair property values within the immediate vicinity of the subject property. *The use will not diminish value or use of the surrounding agricultural parcels.*
   c. The proposed use will not be detrimental to the health, safety, morals or welfare of persons residing or working near the use. *The Church is required, and has acknowledged, to abide by State Statutes regarding human burials and will be lining graves.*
   d. The proposed use will not impede the normal and orderly development of surrounding property. *A ghost plat shows that the property surround the Church can be subdivided and does not appear to impede any future development.*
   e. The proposed use will not create an undue burden on parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area. *The use does not add users to city or public infrastructure and does not create burden on parks or schools.*
   f. The proposed use is adequately screened. *The use is proposed to utilized screening and the applicant will provide an adequate escrow to ensure planting of screening within 5 years.*
   g. The proposed use will not create a nuisance, including but not limited to odor, noise, vibration or visual pollution. *The use will not create a nuisance.*
   h. The proposed use will provide adequate parking and loading spaces, and all storage on the site is in compliance with this Subsection. *The Church has adequate parking and future parking for related cemetery uses can be accommodated in the future.*
   i. The proposed use will protect sensitive natural features. *The use is setback well away from any sensitive natural resources within the park reserve.*
   j. The City Council may attach conditions to the permit, as it may deem necessary in order to lessen the impact of a proposed use, meet applicable performance standards and to promote health, safety and welfare. *Conditions for approval are in the below Decision section.*
DECISION

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dayton, based upon the information received and the above Findings, that the City Council does hereby grant and approves the Cemetery use on the Subject Property according to the attached plan in Exhibit B and the following conditions shall be met to the satisfaction of the City:

The CUP Amendment is granted with the following conditions:

1. The Conditional Use Permit approval shall be for the entire cemetery. Site Plan review by Planning Commission and City Council shall be required prior to construction of each phase.

2. The sewer treatment method shall be reviewed upon application of Site Plan Review for the 2nd phase of the Cemetery development. As the existing alternative septic site is shown within the 2nd phase of the cemetery, the Church shall either find an alternative location for the secondary treatment area, or connect to municipal services if available.

3. Landscape Screening shall be provided around the perimeter of the cemetery (with the exception of the southern boundary) and shall be planed at a minimum of 2 feet height, 15 feet on center (between each planting), in double staggered rows. The screening shall be planted within 5 years of the approved site plan for phase 1. An escrow deposit shall be provided to the City in the amount of $50 per tree and shall be released upon proof of planting.

4. The cemetery development shall meet the requirements of state statute, and other state agencies as required by law and the applicant shall submit any necessary documentation to the State and/or the County as necessary by state law.

5. Liners shall be installed in each burial lot to reduce settling.

6. No “natural” burials shall be allowed; all body burials shall utilize caskets.

7. A survey and/or plat shall be filed with the City prior to construction. Any modifications to cemetery plans shall require updated surveys and/or plats.

Adopted this 14th day of January, 2020, by the City of Dayton.

____________________________________
Mayor — Timothy McNeil

______________________________________________________________________
City Clerk — Amy Benting

Motion by __________________ Second by ________________ Ayes 5  Nays 0.
Resolution approved
MOTION DECLARED PASSED.
EXHIBIT A
Cemetery Use Area (within Subject Property).
Commencing at the SW corner of the SW ¼ of the NW ¼ of Section 22, Township 120, Range 22 West and run N 00°00’46” E a distance of 627.21 feet, thence N 89°37’46”E a distance of 360.24 feet to the point of beginning; thence N 00°05’50”E a distance of 375.00 feet; thence N 89°37’46”E a distance of 490.94 feet; thence S 00°05’50”W a distance of 270.00 feet; thence S 62°08’29”W a distance of 227.48 feet; thence S 89°37’46”W a distance of 290.00 to the point of beginning. Containing 3.98 acres.
EXHIBIT B
Cemetery development plan