

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, July 14, 2026

WORKSESSION- LONG TERM PLAN - 5:00 P.M.
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

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

- A. Approval of Council Meeting Minutes of June 23, 2026
- B. Approval of Council Worksession Meeting Minutes of June 23, 2026
- C. Approval of Temporary Liquor License for Anoka Lions 09/19/2026
- D. Approval of Large Assembly Application and Waving Fees for Heritage Day
- E. Approval of Pay App 24, 25, and 26 for Wellhead Treatment Plant
- F. Approval of Pay App 1 for Elsie Stephens Canoe/Kayak Launch
- G. Approval of Hire HR Generalist
- H. Approval of Temporary Liquor License Dates for Lions Club of Dayton; Dates 08/04/2026, 09/02/2026, and 09/19/2026
- I. Approval of Pay App 1 for the River Hills Forcemain Abandonment Project
- J. Approval of Conservation Easement for Legacy Woods

OPEN FORUM RESPONSE

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

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

COUNCIL BUSINESS

New Business

- K. Discussion Regarding Community Survey Results

Action Items

- L. Approval of Payment of Claims for July 14, 2026
- M. Consideration of City Vehicle Use Policy
- N. Consideration of Employee Recognition Program Policy

Closed Session

- O. Closed Session. Pursuant to MN Statute 13D.05, subd 3(c)(3), a closed session shall be conducted to develop or consider offers or counteroffers for the purchase or sale of real or personal property PID: 31-120-22-33-0009
- P. Closed session pursuant to Minnesota Statutes Section 13D.05, subd. 2(b) for preliminary consideration of allegations or charges against an individual subject to its authority.

Action Items

- Q. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.05, subd. 3(c)(3)
- R. Consideration of Taking Action Regarding the Matter Discussed in Closed Session for MN Statute 13D.05, subd. 2(b)
- S. Accept Resignation from Firefighter

ADJOURNMENT

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

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, June 23, 2026.

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

ABSENT: Stephanie Henderson

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Doud requested that consent agenda item D-1 be removed and placed just before Open Forum for separate discussion.

Motion to approve the agenda as amended was made by Van Asten and seconded by Fashant. The motion carried 4-0.

CONSENT AGENDA

- A. Approval of Council Meeting Minutes of June 9, 2026
- B. Approval of Council Meeting Worksession Minutes of June 9, 2026
- C. Approval of Pay Application 1 for the 138th Ave Stormwater Improvements Project
- D. Approval of 1 year Extension to Preliminary Plat of Dayton Interchange
- D1. Approval of 30-Day Extension of Leave

Fashant requested clarification on the location of the preliminary plat extension (item D), which was identified as the vacant parcel east of the Turbo Pros building, across from Cemstone. Item D-1 had been pulled for separate discussion.

Motion to approve the remaining consent agenda items was made by Fashant and seconded by Van Asten. The motion carried 4-0.

OPEN FORUM RESPONSE

Fisher read the council's collective majority responses to questions raised at the June 09, 2026 meeting, covering the following topics:

Pavement Projects: Fisher shared that a pavement management study completed in 2022 informed their decisions, with a plan to improve roadways to a grade of 70 out of 100 by 2028, though they aim to complete it by 2027. The bituminous used is verified for quality by Stantec engineers.

Request to Add Stop Sign or Speed Bumps to Lawndale Lane South of North Diamond Lake Road: Fisher stated these solutions can lead to additional issues like noise or excessive acceleration, and that current traffic numbers do not meet the necessary warrants.

OPEN FORUM

Joe Kimmel of 13650 Vinewood Lane addressed the council regarding the absence of Metro Mobility service in Dayton. Kimmel described the financial burden of using Uber and Lyft for medical transportation while his wife was hospitalized, with one-way trips averaging \$72. Kimmel showed a service area map on which Dayton

appeared as a gap. Kimmel asked the council to consider pursuing Metro Mobility inclusion, noting he had already contacted Representative Danny Nadeau.

Anthony Albright of 14101 Berkshire Lane North urged the council to proactively establish zoning restrictions for data centers before applications arrive, noting recent interest in Inver Grove Heights and Elk River. Albright suggested requiring net-zero water use and energy self-sufficiency, so data centers do not strain electrical costs.

D-1. Approval Of 30-Day Extension of Leave

Doud requested the extension be amended from 30 to 49 days to accommodate a rescheduled HR appointment now set for July 14th. Doud noted a cancellation fee of approximately \$1,250–\$1,500 was incurred and that city policy generally allows one reschedule.

Motion to approve the 49-day extension was made by Salonek and seconded by Van Asten. The motion carried 4-0.

STAFF, CONSULTANT AND COUNCIL UPDATES

Doud acknowledged ongoing issues with the transition to SharePoint for packet distribution, apologized for the delayed and disorganized packet, and indicated staff is exploring alternative solutions.

Farrell reported well updates and items that need to be fixed. Council acknowledged the repair must proceed, and Farrell indicated he would seek authorization given that the \$50,000 exceeds the city administrator's \$25,000 threshold.

Hendrickson announced that ladder certification training will begin the following Thursday and run through mid-September.

Sevald thanked the council for attending the Graco distribution center tour and noted that the Met Council held a committee-of-the-whole roadshow in Maple Grove.

Sevald mentioned an anticipated vacancy on the Met Council representing the area and suggested contacting Judy Johnson for further information.

Van Asten requested a status update on the curb appeal grant. Sevald confirmed a report is targeted for the July 21st EDA meeting.

COUNCIL BUSINESS

New Business

E. Consideration of Diamond Lake Association Contribution Increase

Bruce Lamont and Chuck Wagner of the Diamond Lake Improvement Association presented an update on lake management efforts. The association has treated curly-leaf pondweed since 2012, transitioning from spot treatments to whole-lake fluoridone applications under a DNR-approved vegetative lake management plan. Last fall, the association stocked the lake with 750 crappies, 725 bluegills, and 150 bass at a cost of \$2,000, with zero winterkill reported. Costs for the whole-lake treatment now range from \$25,000–\$35,000, up from \$14,000 historically. The association is seeking an increase to the city's current \$15,000 annual contribution to help fund a full treatment with a "bump" application, estimated at \$30,000–\$35,000. No motion was required; the item will be addressed during the upcoming budget work session.

F. NW Water Tower Follow-Up

Quisberg presented an update on the proposed 250,000-gallon spheroid water tower in the northwest historic village area. Two private alternative sites were identified, but preliminary contact with the landowner of the preferred alternative indicated no

interest in accommodating the tower. Quisberg returned to recommending the original McNeil Park site near Columbus Street and Shady View Lane. The estimated project cost is \$3.6 million, with \$3,000,000 awarded through state bonding. A 20% match is anticipated, and prevailing wage requirements are expected. Quisberg noted the manufacturing and permitting timeline results in an anticipated completion of summer/fall 2028.

Motion to authorize final design at the McNeil Park site per the previously submitted engineering proposal was made by Van Asten and seconded by Salonek. The motion carried 4-0.

COUNCIL BUSINESS

Action Items

G. Park Facilities Study

Farrell brought back the Park Facilities Study for reconsideration following its initial deferral. The study, to be issued via RFP without a stated not-to-exceed number, would provide baseline data on park facility inventory, regional usage gaps, and demand thresholds to inform the upcoming comprehensive plan update.

Fisher expressed concern that the study's conclusions would be predetermined and questioned timing given unknown future land availability. Additional discussion ensued over demand, population growth, and clear expectations of the RFP.

Park Commission members Brad Cole and Luke Senst spoke in support, emphasizing the need for data-driven decisions before committing to large capital expenditures. Salonek expressed general skepticism of studies but indicated willingness to listen to the RFP.

Motion to approve the issuance of the Park Facilities Study RFP was made by Van Asten and seconded by Fashant. The motion carried 4-0.

H. Appoint Planning and Park Commission

One Park Commission seat was open with one applicant, Brad Cole, who was reappointed without a formal interview.

Motion to reappoint Brad Cole to the Park Commission was made by Van Asten and seconded by Salonek. The motion carried 4-0.

Three applicants applied for two Planning Commission seats: incumbent Jeff Sargent, incumbent Darren Browen (absent, responses submitted in writing), and new applicant Drew Motylinski. Sargent and Motylinski were interviewed. Council consensus favored retaining Sargent and Browen based on their existing experience and technical expertise.

Motion to appoint Darren Browen and Jeff Sargent to the Planning Commission was made by Salonek and seconded by Van Asten. The motion carried 4-0.

Council took a short recess.

I. Approval of Payment of Claims for June 23, 2026

Van Asten inquired about the tablet data plan (~\$4.34/month) which Doud stated Farrell as a digital note-taking solution.

Fashant questioned Hyper-Reach emergency notification system renewal (\$5,450 annually) and Hendrickson explained.

Salonek noted the firefighter recognition cups, and a firefighter dinner (~\$3,800) and suggested it could potentially be combined with the employee recognition event; Hendrickson clarified the costs.

Fisher questioned whether workers' compensation coverage through the League is competitively priced; Doud confirmed it has been reviewed and remains the preferred option.

Fisher inquired about the communicator newsletter cost; Doud noted it is sent to approximately 5,000 households quarterly and includes color, double-sided printing and postage.

Motion to approve the payment of claims for June 23, 2026 was made by Van Asten and seconded by Fashant. The motion carried 4-0.

J. Accept Fernbrook Lane Corridor Study

Quisberg presented the completed Fernbrook Lane Corridor Study examining three intersections: Rush Creek Parkway, 114th Avenue (with the realignment of 113th), and 117th Avenue. Due to updated traffic projections and anticipated development, the Rush Creek Parkway roundabout was revised to include dual through-lanes, increasing the project scope. Total estimated cost is approximately \$9.6 million. A \$2 million developer contribution from DCM Farms is committed toward the 113th/114th intersection. Other potential funding sources—county cost participation, state aid advances, LRIP grants, and state bonding—have largely been unsuccessful to date. Construction is targeted for 2028, in part to align with a planned Hennepin County closure of Fernbrook Lane in Maple Grove.

Council discussed the options and different possibilities. Council authorized acceptance of the study and initiation of right-of-way conversations with affected property owners, but deferred authorization of final design pending those discussions.

Motion to accept the Fernbrook Lane Corridor Study and authorize engagement of affected property owners regarding right-of-way was made by Fashant and seconded by Van Asten. The motion carried 4-0.

K. Resolution 26-2026, Amending PUD/Preliminary Plat of DCM Farms and Resolution 27-2026, Final Plat of DCM Farms 2nd Addition

Gerard presented proposed amendments to the DCM Farms PUD and preliminary plat affecting 16.7 acres in the northeast corner of the second addition, comprising 33 forty-foot and 35 forty-five-foot wide lots. The amendments shift lot lines to create a 12-foot patio-side yard and 3-foot non-patio-side yard on the 40-foot lots, allow decks/ pergolas at a 7-foot setback, reduce the corner lot setback from 25 to 15 feet for the narrow 40-foot lots, address a potential error in the 25-foot corner setback for three specific lots (reducing to 20 feet consistent with the base R3 district), and allow a 72% garage-to-frontage ratio on the 45-foot lots. No new lots or density increases are proposed. The Planning Commission recommended approval 4-1.

Van Asten expressed ongoing concern about the lack of two-bedroom product in the development and questioned whether the PUD could require a portion of homes to be built as two-bedroom units. Kirchoff noted practical enforcement challenges.

Fisher reiterated prior concerns that the PUD benefit—the \$2 million roundabout contribution—may not be realizable if right-of-way cannot be secured, characterizing this as putting the cart before the horse.

Developer Tom Dehn and builder Jason Bierderwolf discussed setbacks with the patios or pergolas and cited market data favoring three-bedroom homes. Dehn mentioned receiving calls from residents near the roundabouts.

Motion to approve Resolution 26-2026 amending the PUD and preliminary plat of DCM Farms as presented was made by Fashant and seconded by Van Asten. The motion carried 3-1, with Salonek opposed.

The development agreement for DCM Farms 2nd Addition was reviewed with several amendments identified during discussion of the applicant and council: the final sentence requiring uniform mailbox design was struck from the template; the grass/weed maintenance provision (Section 4.20) was removed from the template as it is already governed by city code; park and trail dedication language was corrected to include both park and trail; and Outlots G and H were confirmed as city-owned and maintained, with G for the trail and H to be further evaluated pending the Fernbrook roundabout design and possible monument sign easement.

Additional clarifications were provided on warranty periods (one year for streets/trails from final acceptance; two years for utilities), oversizing reimbursement provisions for utility pipes, and street sweeping responsibility, which will be revised to allow the developer to assign responsibility to individual builders while retaining ultimate accountability.

Kirchoff confirmed if the development has proposed common areas or amenities, then the City would require a HOA.

Van Asten issued to staff to review and potentially revise the temporary development sign code section with progressive fining (City Code 1001.2, Subd. 5.5) to address ongoing enforcement challenges with builders exceeding signage limits. Kirchoff recommended uniformly enforcing the sign ordinance.

Motion to approve Resolution 27-2026, the final plat and development agreement of DCM Farms 2nd Addition with the noted amendments, was made by Van Asten and seconded by Fashant. The motion carried 4-0.

L. Ordinance 2026-10, Amending City Code 1001.19 Related to Garage Size

Gerard presented a code amendment to resolve a conflict between two sections of the city code: Section 1001.05, which requires a 440-square-foot minimum garage for all single-family dwellings, and Section 1001.19, which imposes a 540-square-foot minimum specifically for slab-on-grade homes. Staff proposed removing the 540-square-foot requirement from the parking section to eliminate the conflict and standardize the 440-square-foot minimum across all single-family dwelling types. The Planning Commission approved the amendment 3-2.

Council discussion focused on whether the absence of a basement justifies a larger minimum garage. The majority agreed that the market and individual buyers should dictate garage size rather than a code mandate.

Dehn and Bierderwolf agreed that if the code creates the minimum, the buyer might not need it and go elsewhere instead of compromising footprint of the house.

Motion to approve Ordinance 2026-10 amending City Code Section 1001.19 to remove the 540-square-foot slab-on-grade garage requirement was made by Salonek and seconded by Van Asten. The motion carried 3-1, with Fashant opposed.

M. Approve Plans and Specifications and Authorize Bids for the Southwest Dayton Infrastructure Improvements Project

Quisberg presented the completed plans and specifications for the Southwest Dayton Infrastructure Improvements Project, which will construct a road and extend utilities across three privately-owned properties west of I-94 and south of Dayton Parkway. The estimated cost is approximately \$3,800,000, including \$555,000 in wetland mitigation fees. The schedule calls for bids to open in late July, council award at the July 28th meeting, construction beginning in early September, and interim completion (gravel base and temporary pavement lift) by end of 2026, with final completion in late 2027. Funding is partially identified on a 50/50 basis; the remainder is yet to be secured.

Motion to approve plans and specifications and authorize bids for the Southwest Dayton Infrastructure Improvements Project was made by Van Asten and seconded by Salonek. The motion carried 4-0.

N. Consideration of Public Facilities Assessment

Doud presented a request to approve an RFP for a Public Facilities Assessment, identified as a key action item in the city's strategic plan. The assessment would evaluate current facilities, land use, and long-term needs, and could inform future decisions regarding a potential new city hall or expanded public works facility. Several peer cities have completed similar assessments. No cost is known until bids are received. Salonek expressed skepticism about the value of studies but did not oppose the RFP.

Motion to approve the issuance of the Public Facilities Assessment RFP was made by Van Asten and seconded by Fashant. The motion carried 4-0.

O. Consideration of Rental Agreement; 15060 N Diamond Lake Rd

Doud presented a rental agreement for the city-owned property at 15060 N Diamond Lake Road. Under the agreement, the city (as landlord) covers water and sewer, while the tenant covers electricity, gas, and refuse.

Brief discussion occurred regarding whether the city should continue covering water and sewer. Benting noted that as the property owner on city utility service, the city would ultimately remain liable for unpaid utility bills regardless, making the current arrangement practical and consistent with the prior agreement.

Motion to approve the rental agreement for 15060 N Diamond Lake Road was made by Van Asten and seconded by Fashant. The motion carried 4-0.

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 10:04 PM.

Approved: _____

Attest: Amy Benting

CALL TO ORDER

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

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

ABSENT: Stephanie Henderson

ALSO PRESENT: Public Works Superintendent, Marty Farrell; Assistant City Administrator/City Clerk, Amy Benting; Fire Chief Gary Hendrickson; City Administrator/Finance Director, Zach Doud; Police Chief, Paul Enga; Community Development Director, Jon Sevald

BUDGET DISCUSSION

Doud noted the intent was to go through the budget items tonight to be ready for the long term plan worksession on July 14th. Doud reminded the 2026 tax rate is at 35.603% which is about \$19 per average home per year.

Benting added that elections budget could be increased with a possible 2027 election depending on the general election results.

Salonek reminded the EDA requested \$100,000 versus the current \$25,000 listed. Doud showed the probable change. Additional conversation over the EDA budget was later in the meeting.

Doud went through the choices for recycling increase due to organics. The bin to used organic recycling is option, but the fee to have organics whether the resident uses it or not would have to be paid. General consensus was to have the organics on the levy similar to recycling.

Enga explained he reviews overtime each year to estimate the following year.

Mandated training is included in overtime but is trying to transfer to shift line training.

Doud reviewed other major changes from 2025-2026 with few questions asked.

Doud read the non-major changes from 2025-2026. Questions about pavement management and if it included survey, street maintenance and street plowing.

Fisher shared he did not like saving for big future items for the city and asked about interest. Doud answered currently 4.35% interest earned. Doud explained bonding versus saving. Different examples were shared.

ADJOURNMENT

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

Approved: _____

Attest: Amy Benting

ITEM:

Approval of Temporary Liquor License for the Anola Lions.

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of temporary liquor licenses

BACKGROUND:

This is a standard Council approval; the event is Heritage Day on 09-19-26

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of temporary liquor license

ATTACHMENT(S):

N/A

ITEM:

Approval of Large Assembly Application for Heritage Days and Request for all Fees to be Waived

PREPARED BY:

Amy Benting, Assistant City Administrator/City Clerk

BACKGROUND:

New this year Kim Jansen is putting on the Heritage Day and requesting all of the following fees/services:

Saturday

- Police/Fire and PW Maintenance support time
- Sue McLean and McNeil Park rental
- Activity Center reservation fee
- Use of City generator, flatbed, sound system and if needed heaters.
- Signs and posting for road closure
- Noise past 10:00 P.M. requesting the time to be extended until 11:00 P.M.

Sunday

- PW maintenance support for cleanup

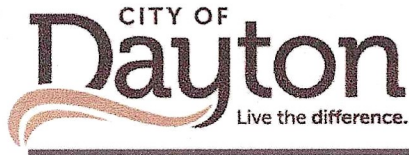
This comes up every year, and the new applicant will turn in all the information needed for approval. This is not a City event and it is coordinated, organized and run by individuals. The Council has a budget of \$22,000.00 that was designated for waiving fees for events within the City as the Council sees fit. The budget amount remaining is \$16,400.00 High level estimate for all this work and equipment for Heritage Day is somewhere around \$7,600 roughly.

RECOMMENDATION:

Approval of large assembly application

ATTACHMENT(S):

Large assembly application



LARGE ASSEMBLY LICENSE APPLICATION

Applicant

Name of Organization: Dayton Heritage Days

Contact Person: Kim Janse

Applicant/Organization Address: PO Box 38 Dayton MN 55327

Phone Number: 763-221-5664

Email: Daytonheritageday@gmail.com

Organization/Name, Address, and Phone Number of Person Responsible for Payment of Bills:

Dayton Heritage Days PO Box 38 763-221-5664

We, Kim Jansen

hereby make application on behalf of

Event Information

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

Date of Event: Sept 19 2026

Hours of Event: 11 am -11 pm

Name of Event: Dayton Heritage Days

Address of Event: 18521 Robinson St

Description of Event: Festival with food trucks, music, kids events, parade

Estimated Number of:

Special Event Staff: 10

Participants:

Spectators: 300

Property is: Public ☒

Private ☐

City ☐

Event Information

Will there be outdoor music? Yes ☒

No ☐

Outdoor Music Start Time: 3

End Time: 11 pm

****If end time is past 10pm, please provide plans for sound control, additional approval needed.****

Will alcohol be served? Yes ☒

No ☐

If yes, a separate permit will need to be pulled.

Map Attach a detailed and legible map of proposed area to be used which shows the dimensioned locations of all activities, structures, parking and driveways, concession areas, rest rooms/toilet facilities, vendor booths, tents or other vendor areas, and any other physical features to be involved.

Please provide answers to the questions below pertaining to your event. Attach additional sheets as necessary.

Plans for fencing or gating the assembly. (Additional fencing applications may be required if alcohol is served.)

There will be a fence around the tent and everyone will have a wristband.

To supply drinking water, including the source, amount available, and location of outlets.

bottled water

Advise number of portable restrooms to be supplied on premises including 1 handicap accessible and means of disposing of waste.

port a potty's and they will be picked up

Plans for holding, collecting and disposing of solid waste material.

The company that we are renting them from will take care of that.

Plans for Medical Emergencies including designated location to provide medical care if needed.

The location will be at the corner of Robinson St and Baxter

Plans, if any, to illuminate the location of the assembly including number and location of lights.

There is lights under the tent and lights in the side parking lot of the Dayton Bar

Parking Plan, including size and location of lots and points of access including traffic control for egress.

There is public parking.

Plans for security including the number of guards, their employment, their names, addresses, credentials, and hours of availability.

The Dayton Police and Hennepin County Sheriff

Plans for sound control and sound amplification, if any, including number of bands and power of amplifiers and speakers.

There is going to be 2 bands there is going to be there should be around 4 speakers.

Plans for food concessions, list of all food truck vendors and or food license holders held and contact information.

There is food trucks at this time there is 4 trucks which will have all their food licenses through the State of MN and check by Hennepin County Certificate of insurance for event (this is required).

I read Chapter 93 of the Dayton City Code pertaining to regulations/requirements for large assemblies. All Chapters are available on the City of Dayton website.

I, Kim Jansen, 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.

Applicant Name *Kimberly Jansen*
Applicant Signature *Kimberly Jansen*

Applicant Date *7/6/26*

OWNER OF RECORD of the above-described property, if different than applicant, must grant permission to hold an assembly of 1,000 or more persons by signing this form.

PROPERTY OWNER: (if different than applicant)

Name:	Date of Birth:
Mailing Address:	
Name:	Date of Birth:
Mailing Address:	

FOR OFFICE USE ONLY

SUBMIT

APPROVED WITH THESE CONTINGENCIES:

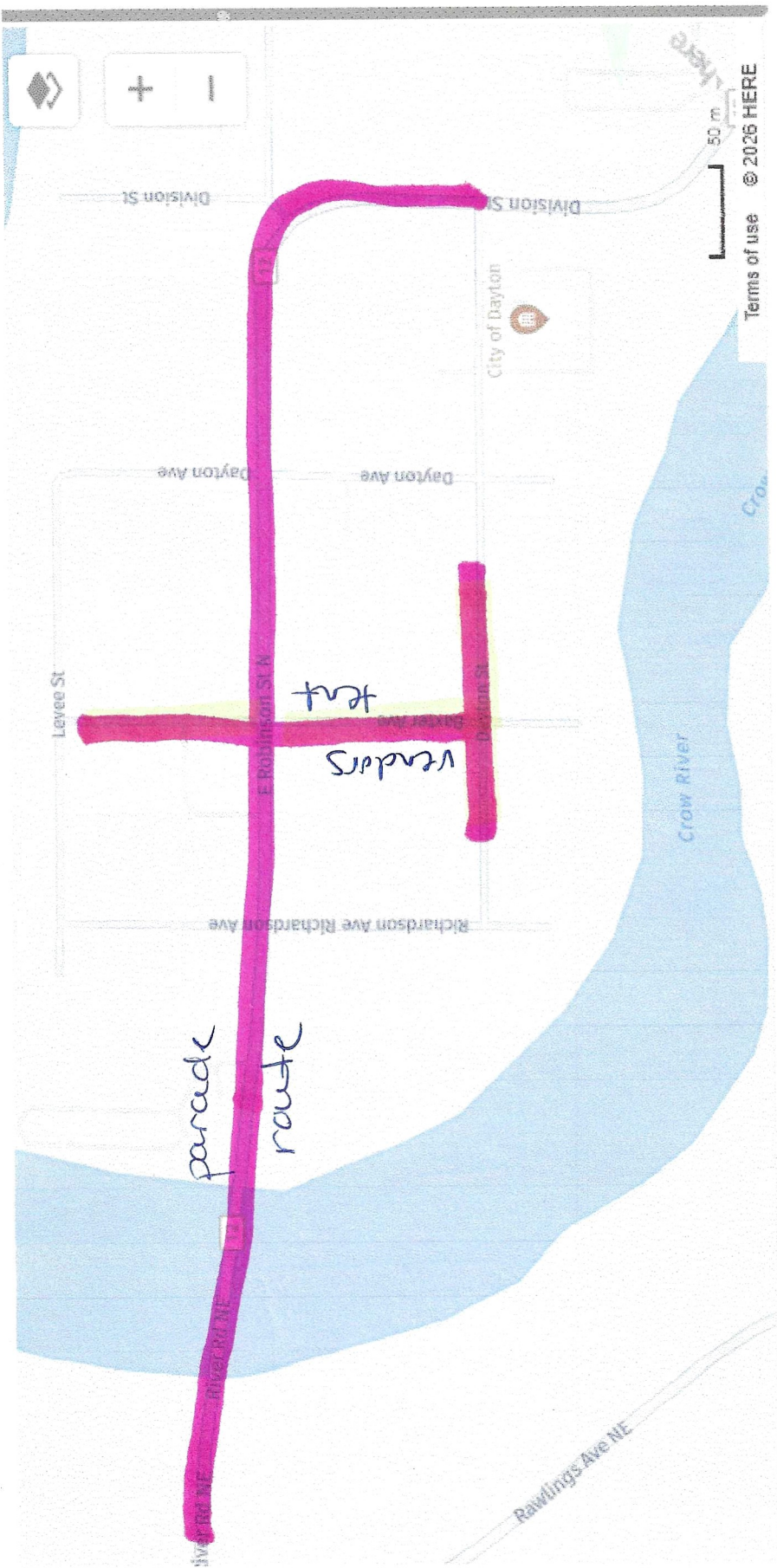
- All food vendors must obtain Permit from Hennepin County.
- Applicant must pay the City for Police Officers.
- Applicant must provide portable restrooms.
- Applicants must install barricades and remove barricades.
- Applicant is responsible for picking up litter from the park immediately after the event.
- The hours of outdoor music are limited to to

APPROVAL OF THE LARGE ASSEMBLY PERMIT

Local Law Enforcement:

Fire Department Approval:

City Administrator Signature:



PRESENTER: Marty Farrell

ITEM: Well Head treatment pay application #24, #25 & #26 from Magney Construction

PREPARED BY: Marty Farrell

POLICY DECISION/ACTION TO BE CONSIDERED: Payment of Pay Application #24 for \$34,264.20. Pay Application #25 for \$89,5234.20. Pay Application #26 for \$13,181.25.

BACKGROUND: The project includes addition of a new building adjacent to Wellhouse No. 4 that includes horizontal pressure filter equipment. Water from Well 4 and future Well 5 will be filtered to remove Iron and Manganese to improve water quality.

CRITICAL ISSUES: Aligns with the Strategic Initiative to “Build and Maintain Quality Infrastructure”.

BUDGET IMPACT:

Magney Contract including COs 1, 2, 3, 4, WCD 6, 7, 8, 9, 10, 11	\$7,549,556.36
Magney construction pay application #24	\$34,264.60
Magney construction pay application #25	\$89,524.20
Magney construction pay application #26	\$13,181.25
Total remaining Magney Contract budget	\$471,287.57
Total remaining project budget	\$642,620.86
Total remaining project contingency	\$73,163.95

Project funded from \$4,000,000 Federal Grant, \$1,750,000 State Grant, and Water Enterprise Fund 601.

RECOMMENDATION: Accept pay application #24, #25, #26 from Magney Construction for a total of \$136,970.05.

ATTACHMENT(S): Project balance sheet and Pay application #24, #25, #26.

Project Financial Breakdown		Magney		
Date	Pay Application/Change Order	Magney Pay App Amount	Magney Change Orders	Magney Contract Balance
	Starting Balance			7,256,700.00
	Pay Application 1 (Magney)	\$ 220,114.44		\$ (220,114.44)
	Pay Application 2 (Magney)	\$ 121,201.36		\$ (121,201.36)
	Pay Application 3 (Magney)	\$ 325,410.38		\$ (325,410.38)
	CO#1		\$ 33,873.28	\$ 33,873.28
2/5/2024	Pay Application 4 (Magney)	\$ 475,489.08		\$ (475,489.08)
3/1/2024	Pay Application 5 (Magney)	\$ 238,137.78		\$ (238,137.78)
4/2/2024	Pay Application 6	\$ 75,375.85		\$ (75,375.85)
5/2/2024	Pay Application 7	\$ 237,614.95		\$ (237,614.95)
6/3/2024	Pay Application 8	\$ 740,678.00		\$ (740,678.00)
7/23/2024	Pay Application 9	\$ 27,835.00		\$ (27,835.00)
7/17/2024	CO#2		\$ 45,000.00	\$ 45,000.00
12/2/2024	Pay Application 10	\$ 505,636.31		\$ (505,636.31)
2/19/2025	CO#3		\$ 172,182.38	\$ 172,182.38
3/31/2025	Pay Application 11	\$ 976,450.47		\$ (976,450.47)
5/1/2025	Pay Application 12	\$ 280,900.97		\$ (280,900.97)
5/30/2025	Pay Application 13	\$ 239,382.06		\$ (239,382.06)
5/20/2025	WCD 03 Non Standard paint cost \$231.00 included on CO#4		\$ -	\$ -
6/13/2025	WCD 04 Plumbing changes \$3806.76 included on CO#4	\$ -	\$ -	\$ -
7/16/2025	WCD05 Chemical Feed Changes (MDH Directed) COI#4	\$ -	\$ -	\$ -
7/1/2025	Pay Application 14	\$ 191,897.08		\$ (191,897.08)
7/17/2025	CO#4 includes WCD 3,4,5.		\$ 12,990.80	\$ 12,990.80
9/26/2025	Pay Application 15	\$ 477,884.16		\$ (477,884.16)
10/3/2025	WCD06 Remove Blower piping not required per manufacturer		\$ (1,797.57)	\$ (1,797.57)
10/13/2025	Pay Application 16	\$ 278,823.62		\$ (278,823.62)
10/13/2025	WCD07 Add Gate Valve for WHTP isolation		\$ 6,918.03	\$ 6,918.03
10/13/2025	Pay Application 17	\$ 217,322.67		\$ (217,322.67)
11/4/2025	Pay Application 18	\$ 277,098.03		\$ (277,098.03)
10/25/2025	WCD 08 Watermain pipe reducer piping		\$ 2,929.57	\$ 2,929.57
11/10/2025	WCD09 Sanitary Line extension		\$ 11,903.44	\$ 11,903.44
12/1/2025	Pay Application 19	\$ 172,755.31		\$ (172,755.31)
1/5/2026	Pay Application 20	\$ 333,339.80		\$ (333,339.80)
2/18/2026	WCD 10 (will be refunded by B&V)		\$ 4,471.99	\$ 4,471.99
2/18/2026	Pay Application 21	\$ 292,194.34		\$ (292,194.34)
2/27/2026	Pay Application 22	\$ 241,414.00		\$ (241,414.00)
4/6/2026	Pay Application 23	\$ 28,322.77		\$ (28,322.77)
3/13/2026	WCD 11 Filter Effluent Air Release Valve		\$ 4,384.44	\$ 4,384.44
5/15/2026	WCD 12 MDH Backflow prevention		\$ 34,079.69	\$ 34,079.69
5/6/2026	Pay Application 24	\$ 34,264.60		\$ (34,264.60)
6/11/2026	Pay Application 25	\$ 89,524.20		\$ (89,524.20)
6/30/2026	Pay Application 26	\$ 13,181.25		\$ (13,181.25)
	Work Change Directive (WCD)			
		\$ 7,112,248.48	\$ 326,936.05	\$ 471,287.57

AS OF 07-06-2026		
Contract Balances to Project Close Out		
Magney	\$	471,287.57
B&V	\$	65,707.44
AET	\$	32,461.90
Remaining Contract Balances Total	\$	569,456.91
Project Starting Balance		
	\$	8,194,300.00
Minus total pay apps to date	\$	(7,551,679.14)
Remaining Project Balance	\$	642,620.86
Remaining Project Balance		
	\$	642,620.86
Minus remaining Contract Balances	\$	(569,456.91)
Contingency	\$	73,163.95

Contractor's Application for Payment No. 24

To (Owner): City of Dayton, MN	Application Period: 4/1/2026 - 5/1/2026	Application Date: 5/1/2026
Project Name: Dayton Filtration Plant Wells 4 & 5	From (Contractor): Magnegy Construction, Inc.	Via (Engineer): Black & Veatch
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary

No.	Approved Change Orders	Additions	Deductions
CO-1	\$	33,873.28	
CO-2	\$	45,000.00	
CO-3	\$	172,182.38	
WCD-3	\$	231.00	
WCD-4	\$	3,806.76	
WCD-5	\$	8,953.04	
WCD-6	\$		(1,797.57)
WCD-7	\$	6,918.03	
WCD-8	\$	2,929.57	
WCD-9	\$	11,903.44	
WCD-10	\$	4,471.99	
WCD-11	\$	4,384.44	
TOTALS	\$	294,653.93	(1,797.57)
NET CHANGE			
BY CHANGE ORDERS	\$		292,856.36

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment fee and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 5/1/2026

1. ORIGINAL CONTRACT PRICE	\$	7,256,700.00
2. Net change by Change Orders	\$	292,856.36
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$	7,549,556.36
4. TOTAL COMPLETED & STORED TO DATE	\$	7,378,466.36
5. RETAINAGE:		
a. 5% x	\$	368,923.32
b. 5% x	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	368,923.32
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	7,009,543.04
7. LESS PREVIOUS PAYMENTS (Line 6 from prior)	\$	6,975,278.44
8. AMOUNT DUE THIS APPLICATION	\$	34,264.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)	\$	540,013.32

Payment of: \$34,264.60

(Line 8 or other - attach explanation of other amount)

Recommended by:  (Engineer) 05/06/2026 (Date)

Payment of: \$34,264.60

(Line 8 or other - attach explanation of other amount)

Approved by: (City of Dayton) (Date)

Approved by: Funding Agency (if applicable) (Date)

Schedule of Values For: Dayton, MN - Filtration Plant Wells 4 & 5

Submitted By: Magney Construction, Inc.
1401 Park Road
Chanhassen, MN 55317

Consulting Engineer: Black & Veatch
Project No.: 414098
Contract No.:
General Contractor: Magney Construction, Inc.

Application No.: 24

Date of Application: 5/1/2026
Work Completed Through: 5/1/2026

ITEM	Description of Work	Scheduled Value	C	D	E	F	% Complete	G	H
Spec Section			From Previous Application (C+D)	THIS PERIOD	Materials Presently stored (not in column D)	Total Completed and Stored to Date (C+D+E)		Balance to Finish	Retainage (5%)
01000	Mobilization	\$ 220,100.00	\$ 110,050.00	\$ 10,050.00		\$ 120,100.00	55%	\$ 100,000.00	\$ 6,005.00
01001	General Conditions	\$ 390,600.00	\$ 384,100.00	\$ 6,500.00		\$ 390,600.00	100%	\$ -	\$ 19,530.00
01002	Supervision	\$ 178,000.00	\$ 174,686.00	\$ 3,314.00		\$ 178,000.00	100%	\$ -	\$ 8,900.00
01003	Bond & Insurance	\$ 78,900.00	\$ 78,900.00			\$ 78,900.00	100%	\$ -	\$ 3,945.00
02050	Selective Site Demolition	\$ 17,200.00	\$ 17,200.00			\$ 17,200.00	100%	\$ -	\$ 860.00
02100	Clearing & Grubbing	\$ 9,800.00	\$ 9,800.00			\$ 9,800.00	100%	\$ -	\$ 490.00
02202	Excavation & Backfill	\$ 252,100.00	\$ 252,100.00			\$ 252,100.00	100%	\$ -	\$ 12,605.00
02203	Earth Retention System	\$ 68,700.00	\$ 68,700.00			\$ 68,700.00	100%	\$ -	\$ 3,435.00
02512	Asphalt Pavement	\$ 22,000.00	\$ -			\$ -	0%	\$ 22,000.00	\$ -
02600	Site Utilities	\$ 220,000.00	\$ 220,000.00			\$ 220,000.00	100%	\$ -	\$ 11,000.00
02900	Finish Grade	\$ 12,500.00	\$ -			\$ -	0%	\$ 12,500.00	\$ -
02930	Seeding & Sodding	\$ 6,000.00	\$ -			\$ -	0%	\$ 6,000.00	\$ -
03200	Concrete Reinforcement	\$ 282,700.00	\$ 278,700.00			\$ 278,700.00	99%	\$ 4,000.00	\$ 13,935.00
03300	Cast-in-Place Concrete	\$ 736,400.00	\$ 731,400.00			\$ 731,400.00	99%	\$ 5,000.00	\$ 36,570.00
04200	Masonry	\$ 326,000.00	\$ 326,000.00			\$ 326,000.00	100.0%	\$ -	\$ 16,300.00
05000	Metal Framing & Misc. Metals	\$ 201,100.00	\$ 201,100.00			\$ 201,100.00	100%	\$ -	\$ 10,055.00
06100	Rough Carpentry	\$ 22,300.00	\$ 22,300.00			\$ 22,300.00	100%	\$ -	\$ 1,115.00
07185	Masonry Water Repellent Coating	\$ 8,000.00	\$ -			\$ -	0%	\$ 8,000.00	\$ -
07200	Thermal Insulation	\$ 18,900.00	\$ 18,900.00			\$ 18,900.00	100%	\$ -	\$ 945.00
07270	Fluid Applied Membrane Air Barrier	\$ 15,300.00	\$ 15,300.00			\$ 15,300.00	100%	\$ -	\$ 765.00
07415	Standing Seam Metal Roofing	\$ 107,000.00	\$ 107,000.00			\$ 107,000.00	100%	\$ -	\$ 5,350.00
07900	Joint Sealants	\$ 11,500.00	\$ 5,000.00			\$ 5,000.00	43%	\$ 6,500.00	\$ 250.00
08115	FRP Doors & Frames	\$ 40,500.00	\$ 40,500.00			\$ 40,500.00	100%	\$ -	\$ 2,025.00
8120	Flush Aluminum Frames	\$ 15,500.00	\$ 15,500.00			\$ 15,500.00	100%	\$ -	\$ 775.00
08305	Access Doors & Hatches	\$ 17,300.00	\$ 17,300.00			\$ 17,300.00	100%	\$ -	\$ 865.00
08800	Glass & Glazing	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
09940	Painting / Coatings	\$ 103,100.00	\$ 94,010.00	\$ 3,000.00		\$ 97,010.00	94%	\$ 6,090.00	\$ 4,850.50
10200	Levers	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
11150	Submersible Pumps	\$ 42,000.00	\$ 42,000.00			\$ 42,000.00	100%	\$ -	\$ 2,100.00
11270	Horizontal Pressure Filters	\$ 2,204,240.00	\$ 2,202,990.00	\$ 1,250.00		\$ 2,204,240.00	100.0%	\$ -	\$ 110,212.00
11271	Regenerative Blower	\$ 78,700.00	\$ 78,700.00			\$ 78,700.00	100%	\$ -	\$ 3,935.00
11370	Floating Decanters	\$ 95,000.00	\$ 95,000.00			\$ 95,000.00	100%	\$ -	\$ 4,750.00
11530	Static Mixer	\$ 25,000.00	\$ 25,000.00			\$ 25,000.00	100%	\$ -	\$ 1,250.00
11630	Compressed Air Equipment	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 2,500.00
14621	Monorail Chain Hoists	\$ 16,510.00	\$ 16,510.00			\$ 16,510.00	100%	\$ -	\$ 825.50
15010	Valves	\$ 56,600.00	\$ 56,600.00			\$ 56,600.00	100%	\$ -	\$ 2,830.00
15061	Process Pipe & Fittings	\$ 384,500.00	\$ 384,500.00			\$ 384,500.00	100%	\$ -	\$ 19,225.00

15064	Stainless Steel Pipe	\$	24,000.00	\$	24,000.00				\$	24,000.00	100%	\$	-	\$	1,200.00	
15250	Mechanical Insulation	\$	5,040.00	\$	5,040.00				\$	5,040.00	100%	\$	-	\$	252.00	
15400	Plumbing - General Conditions	\$	11,820.00	\$	11,820.00				\$	11,820.00	100%	\$	-	\$	591.00	
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	2,595.00				\$	2,595.00	100%	\$	-	\$	129.75	
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	17,015.00				\$	17,015.00	100%	\$	-	\$	850.75	
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	6,975.00				\$	6,975.00	100%	\$	-	\$	348.75	
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	8,260.00				\$	8,260.00	100%	\$	-	\$	413.00	
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	22,835.00				\$	22,835.00	100%	\$	-	\$	1,141.75	
15500	HVAC - General Conditions	\$	8,955.00	\$	8,955.00				\$	8,955.00	100%	\$	-	\$	447.75	
15500.1	HVAC - Test & Balance	\$	770.00	\$	770.00				\$	770.00	100%	\$	-	\$	38.50	
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	1,650.00				\$	1,650.00	100%	\$	-	\$	82.50	
15500.3	HVAC - Controls	\$	28,500.00	\$	28,500.00				\$	28,500.00	100%	\$	-	\$	1,425.00	
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	4,500.00				\$	4,500.00	100%	\$	-	\$	225.00	
15500.5	HVAC - Ductwork Material	\$	4,500.00	\$	4,500.00				\$	4,500.00	100%	\$	-	\$	225.00	
15500.6	HVAC - Equipment Labor	\$	11,000.00	\$	11,000.00				\$	11,000.00	100%	\$	-	\$	550.00	
15500.7	HVAC - Equipment Material	\$	16,600.00	\$	16,600.00				\$	16,600.00	100%	\$	-	\$	830.00	
15500.8	HVAC - Refrigerant Piping Labor	\$	3,100.00	\$	3,100.00				\$	3,100.00	100%	\$	-	\$	155.00	
15500.9	HVAC - Refrigerant Piping Material	\$	750.00	\$	750.00				\$	750.00	100%	\$	-	\$	37.50	
16050	Electrical - General Conditions & Temp Power	\$	25,085.00	\$	25,085.00				\$	25,085.00	100%	\$	-	\$	1,254.25	
16050.1	Electrical - Electrical Work	\$	263,633.00	\$	263,633.00	\$	2,000.00		\$	262,633.00	100%	\$	-	\$	13,131.65	
16050.2	Electrical - Electrical Equipment Installation	\$	20,000.00	\$	17,000.00	\$	3,000.00		\$	20,000.00	100%	\$	-	\$	1,000.00	
16050.3	Electrical - MCC Installation	\$	15,000.00	\$	15,000.00				\$	15,000.00	100%	\$	-	\$	750.00	
16050.4	Electrical - Lightning Protection	\$	11,360.00	\$	11,360.00				\$	11,360.00	100%	\$	-	\$	568.00	
16050.5	Electrical - Control Systems	\$	401,707.00	\$	398,207.00	\$	3,500.00		\$	401,707.00	100%	\$	-	\$	20,085.35	
CO-1	Added Valves	\$	33,873.28	\$	33,873.28				\$	33,873.28	100%	\$	-	\$	1,693.66	
CO-2	De-mobilization & Re-mobilization	\$	45,000.00	\$	45,000.00				\$	45,000.00	100%	\$	-	\$	2,250.00	
CO-3	Project Delay Cost Escalations	\$	172,182.38	\$	168,728.38	\$	3,454.00		\$	172,182.38	100%	\$	-	\$	8,609.12	
WCD-3	Custom Door Color	\$	231.00	\$	231.00				\$	231.00	100%	\$	-	\$	11.55	
WCD-4	Plumbing Updates	\$	3,806.76	\$	3,806.76				\$	3,806.76	100%	\$	-	\$	190.34	
WCD-5	Chem Feed Changes	\$	8,953.04	\$	8,953.04				\$	8,953.04	100%	\$	-	\$	447.65	
WCD-6	Blowoff Line Deduct	\$	(1,797.57)	\$	(1,797.57)				\$	(1,797.57)	100%	\$	-	\$	(89.88)	
WCD-7	Gate Valve for Well #5 Influent Line	\$	6,918.03	\$	6,918.03				\$	6,918.03	100%	\$	-	\$	345.90	
WCD-8	14x12 Watermain Tie-in	\$	2,929.57	\$	2,929.57				\$	2,929.57	100%	\$	-	\$	146.48	
WCD-9	Conc. Pipe Encasement Deduct / Well 5 Ft & San. Extension	\$	11,903.44	\$	11,903.44				\$	11,903.44	100%	\$	-	\$	595.17	
WCD-10	Masonry Flashing Elevation Change	\$	4,471.99	\$	4,471.99				\$	4,471.99	100%	\$	-	\$	223.60	
WCD-11	Added Combo Air/Vac Valve	\$	4,384.44	\$	4,384.44				\$	4,384.44	100%	\$	-	\$	219.22	
		\$	-	\$	-				\$	-	#DIV/0!	\$	-	\$	-	
	TOTALS	\$	7,549,556.36	\$	7,342,398.36	\$	36,068.00	\$	-	\$	7,378,466.36	98%	\$	171,090.00	\$	368,923.32

Contractor's Application for Payment No. 25

To (Owner): City of Dayton, MN	Application Period: 5/1/2026 - 6/1/2026	Application Date: 6/1/2026
Project Name: Dayton Filtration Plant Wells 4 & 5	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary

No.	Approved Change Orders	Additions	Deductions
CO-1	\$	33,873.28	
CO-2	\$	45,000.00	
CO-3	\$	172,182.38	
WCD-3	\$	231.00	
WCD-4	\$	3,806.76	
WCD-5	\$	8,953.04	
WCD-6	\$		(1,797.57)
WCD-7	\$	6,918.03	
WCD-8	\$	2,929.57	
WCD-9	\$	11,903.44	
WCD-10	\$	4,471.99	
WCD-11	\$	4,384.44	
WCD-12	\$		
TOTALS	\$	294,653.93	\$ (1,797.57)
NET CHANGE			
BY CHANGE ORDERS	\$		292,856.36

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment fee and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 6/1/2026

1. ORIGINAL CONTRACT PRICE	\$	7,256,700.00
2. Net change by Change Orders	\$	292,856.36
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$	7,549,556.36
4. TOTAL COMPLETED & STORED TO DATE	\$	7,472,702.36
5. RETAINAGE:		
a. 5% x	\$	7,472,702.36
b. 5% x	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	373,635.12
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	7,099,067.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior)	\$	7,009,543.04
8. AMOUNT DUE THIS APPLICATION	\$	89,524.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)	\$	450,489.12

Payment of: \$89,524.20

(Line 8 or other - attach explanation of other amount)

Recommended by:

(Engineer)



06/11/2026
(Date)

Payment of:

(Line 8 or other - attach explanation of other amount)

\$89,524.20

Approved by:

(City of Dayton)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

ECDC No. C-630 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Schedule of Values For:

Dayton, MN - Filtration Plant Wells 4 & 5

Submitted By: Magney Construction, Inc.

1401 Park Road

Chanhassen, MN 55317

Consulting Engineer: Black & Veatch

Project No.: 414098

Contract No.:

General Contractor: Magney Construction, Inc.

Application No.: 25

Date of Application: 6/1/2026

Work Completed Through: 6/1/2026

ITEM	Description of Work	Scheduled Value	C From Previous Application (C+D)	D THIS PERIOD	E Materials Presently stored (not in column D)	F Total Completed and Stored to Date (C+D+E)	% Complete	G Balance to Finish	H Retainage (%)
01000	Mobilization	\$ 220,100.00	\$ 110,050.00	\$ 100,050.00		\$ 210,100.00	95%	\$ 10,000.00	\$ 10,505.00
01001	General Conditions	\$ 390,600.00	\$ 384,100.00	\$ 3,250.00		\$ 387,350.00	99%	\$ 3,250.00	\$ 19,367.50
01002	Supervision	\$ 178,000.00	\$ 174,686.00	\$ 1,800.00		\$ 176,486.00	99%	\$ 1,514.00	\$ 8,824.30
01003	Bond & Insurance	\$ 78,900.00	\$ 78,900.00			\$ 78,900.00	100%	\$ -	\$ 3,945.00
02050	Selective Site Demolition	\$ 17,200.00	\$ 17,200.00			\$ 17,200.00	100%	\$ -	\$ 860.00
02100	Clearing & Grubbing	\$ 9,800.00	\$ 9,800.00			\$ 9,800.00	100%	\$ -	\$ 490.00
02202	Excavation & Backfill	\$ 252,100.00	\$ 252,100.00			\$ 252,100.00	100%	\$ -	\$ 12,605.00
02203	Earth Retention System	\$ 68,700.00	\$ 68,700.00			\$ 68,700.00	100%	\$ -	\$ 3,435.00
02512	Asphalt Pavement	\$ 22,000.00	\$ -			\$ -	0%	\$ 22,000.00	\$ -
02600	Site Utilities	\$ 220,000.00	\$ 220,000.00			\$ 220,000.00	100%	\$ -	\$ 11,000.00
02900	Finish Grade	\$ 12,500.00	\$ -	\$ 8,500.00		\$ 8,500.00	68%	\$ 4,000.00	\$ 425.00
02930	Seeding & Sodding	\$ 6,000.00	\$ -	\$ 2,500.00		\$ 2,500.00	42%	\$ 3,500.00	\$ 125.00
03200	Concrete Reinforcement	\$ 282,700.00	\$ 278,700.00			\$ 278,700.00	99%	\$ 4,000.00	\$ 13,935.00
03300	Cast-in-Place Concrete	\$ 736,400.00	\$ 731,400.00			\$ 731,400.00	99%	\$ 5,000.00	\$ 36,570.00
04200	Masonry	\$ 326,000.00	\$ 326,000.00			\$ 326,000.00	100.0%	\$ -	\$ 16,300.00
05000	Metal Framing & Misc. Metals	\$ 201,100.00	\$ 201,100.00			\$ 201,100.00	100%	\$ -	\$ 10,055.00
06100	Rough Carpentry	\$ 22,300.00	\$ 22,300.00			\$ 22,300.00	100%	\$ -	\$ 1,115.00
07185	Masonry Water Repellent Coating	\$ 8,000.00	\$ -			\$ -	0%	\$ 8,000.00	\$ -
07200	Thermal Insulation	\$ 18,900.00	\$ 18,900.00			\$ 18,900.00	100%	\$ -	\$ 945.00
07270	Fluid Applied Membrane Air Barrier	\$ 15,300.00	\$ 15,300.00			\$ 15,300.00	100%	\$ -	\$ 765.00
07415	Standing-Seam Metal Roofing	\$ 107,000.00	\$ 107,000.00			\$ 107,000.00	100%	\$ -	\$ 5,350.00
07900	Joint Sealants	\$ 11,500.00	\$ 5,000.00			\$ 5,000.00	43%	\$ 6,500.00	\$ 250.00
08115	FRP Doors & Frames	\$ 40,500.00	\$ 40,500.00			\$ 40,500.00	100%	\$ -	\$ 2,025.00
8120	Flush Aluminum Frames	\$ 15,500.00	\$ 15,500.00			\$ 15,500.00	100%	\$ -	\$ 775.00
08305	Access Doors & Hatches	\$ 17,300.00	\$ 17,300.00			\$ 17,300.00	100%	\$ -	\$ 865.00
08800	Glass & Glazing	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
09940	Painting / Coatings	\$ 103,100.00	\$ 94,010.00			\$ 94,010.00	91%	\$ 9,090.00	\$ 4,700.50
10200	Louvers	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
11150	Submersible Pumps	\$ 42,000.00	\$ 42,000.00			\$ 42,000.00	100%	\$ -	\$ 2,100.00
11270	Horizontal Pressure Filters	\$ 2,204,240.00	\$ 2,202,990.00	\$ 1,250.00		\$ 2,204,240.00	100.0%	\$ -	\$ 110,212.00
11271	Regenerative Blower	\$ 78,700.00	\$ 78,700.00			\$ 78,700.00	100%	\$ -	\$ 3,935.00
11370	Floating Decanters	\$ 95,000.00	\$ 95,000.00			\$ 95,000.00	100%	\$ -	\$ 4,750.00
11530	Static Mixer	\$ 25,000.00	\$ 25,000.00			\$ 25,000.00	100%	\$ -	\$ 1,250.00
11630	Compressed Air Equipment	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 2,500.00
14621	Monorail Chain Hoists	\$ 16,510.00	\$ 16,510.00			\$ 16,510.00	100%	\$ -	\$ 825.50
15010	Valves	\$ 56,600.00	\$ 56,600.00			\$ 56,600.00	100%	\$ -	\$ 2,830.00
15061	Process Pipe & Fittings	\$ 384,500.00	\$ 384,500.00			\$ 384,500.00	100%	\$ -	\$ 19,225.00

15064	Stainless Steel Pipe	\$	24,000.00	\$	24,000.00				\$	24,000.00	100%	\$	-	\$	1,200.00	
15250	Mechanical Insulation	\$	5,040.00	\$	5,040.00				\$	5,040.00	100%	\$	-	\$	252.00	
15400	Plumbing - General Conditions	\$	11,820.00	\$	11,820.00				\$	11,820.00	100%	\$	-	\$	591.00	
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	2,595.00				\$	2,595.00	100%	\$	-	\$	129.75	
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	17,015.00				\$	17,015.00	100%	\$	-	\$	850.75	
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	6,975.00				\$	6,975.00	100%	\$	-	\$	348.75	
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	8,260.00				\$	8,260.00	100%	\$	-	\$	413.00	
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	22,835.00				\$	22,835.00	100%	\$	-	\$	1,141.75	
15500	HVAC - General Conditions	\$	8,955.00	\$	8,955.00				\$	8,955.00	100%	\$	-	\$	447.75	
15500.1	HVAC - Test & Balance	\$	770.00	\$	770.00				\$	770.00	100%	\$	-	\$	38.50	
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	1,650.00				\$	1,650.00	100%	\$	-	\$	82.50	
15500.3	HVAC - Controls	\$	28,500.00	\$	28,500.00				\$	28,500.00	100%	\$	-	\$	1,425.00	
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	4,500.00				\$	4,500.00	100%	\$	-	\$	225.00	
15500.5	HVAC - Ductwork Material	\$	4,500.00	\$	4,500.00				\$	4,500.00	100%	\$	-	\$	225.00	
15500.6	HVAC - Equipment Labor	\$	11,000.00	\$	11,000.00				\$	11,000.00	100%	\$	-	\$	550.00	
15500.7	HVAC - Equipment Material	\$	16,600.00	\$	16,600.00				\$	16,600.00	100%	\$	-	\$	830.00	
15500.8	HVAC - Refrigerant Piping Labor	\$	3,100.00	\$	3,100.00				\$	3,100.00	100%	\$	-	\$	155.00	
15500.9	HVAC - Refrigerant Piping Material	\$	750.00	\$	750.00				\$	750.00	100%	\$	-	\$	37.50	
16050	Electrical - General Conditions & Temp Power	\$	25,085.00	\$	25,085.00				\$	25,085.00	100%	\$	-	\$	1,254.25	
16050.1	Electrical - Electrical Work	\$	263,633.00	\$	263,633.00				\$	263,633.00	100%	\$	-	\$	13,181.65	
16050.2	Electrical - Electrical Equipment Installation	\$	20,000.00	\$	17,000.00	\$	3,000.00		\$	20,000.00	100%	\$	-	\$	1,000.00	
16050.3	Electrical - MCC Installation	\$	15,000.00	\$	15,000.00				\$	15,000.00	100%	\$	-	\$	750.00	
16050.4	Electrical - Lightning Protection	\$	11,360.00	\$	11,360.00				\$	11,360.00	100%	\$	-	\$	568.00	
16050.5	Electrical - Control Systems	\$	401,707.00	\$	398,207.00	\$	3,500.00		\$	401,707.00	100%	\$	-	\$	20,085.35	
CO-1	Added Valves	\$	33,873.28	\$	33,873.28				\$	33,873.28	100%	\$	-	\$	1,693.66	
CO-2	De-mobilization & Re-mobilization	\$	45,000.00	\$	45,000.00				\$	45,000.00	100%	\$	-	\$	2,250.00	
CO-3	Project Delay Cost Escalations	\$	172,182.38	\$	168,728.38	\$	3,454.00		\$	172,182.38	100%	\$	-	\$	8,609.12	
WCD-3	Custom Door Color	\$	231.00	\$	231.00				\$	231.00	100%	\$	-	\$	11.55	
WCD-4	Plumbing Updates	\$	3,806.76	\$	3,806.76				\$	3,806.76	100%	\$	-	\$	190.34	
WCD-5	Chem Feed Changes	\$	8,953.04	\$	8,953.04				\$	8,953.04	100%	\$	-	\$	447.65	
WCD-6	Blowoff Line Deduct	\$	(1,797.57)	\$	(1,797.57)				\$	(1,797.57)	100%	\$	-	\$	(89.88)	
WCD-7	Gate Valve for Well #5 Influent Line	\$	6,918.03	\$	6,918.03				\$	6,918.03	100%	\$	-	\$	345.90	
WCD-8	14x12 Watermain Tie-in	\$	2,929.57	\$	2,929.57				\$	2,929.57	100%	\$	-	\$	146.48	
WCD-9	Conc. Pipe Encasement Deduct / Well 5 Ft & San. Extension	\$	11,903.44	\$	11,903.44				\$	11,903.44	100%	\$	-	\$	595.17	
WCD-10	Masonry Flashing Elevation Change	\$	4,471.99	\$	4,471.99				\$	4,471.99	100%	\$	-	\$	223.60	
WCD-11	Added Combo Air/Vac Valve	\$	4,384.44	\$	4,384.44				\$	4,384.44	100%	\$	-	\$	219.22	
WCD-12	MDH Additions: Sludge Discharge & Overflow	\$	-	\$	-				\$	-	#DIV/0!	\$	-	\$	-	
TOTALS		\$	7,549,556.36	\$	7,342,398.36	\$	130,304.00	\$	-	\$	7,472,702.36	99%	\$	76,854.00	\$	373,635.12

Contractor's Application for Payment No. 26

To (Owner): City of Dayton, MN	Application Period: 6/1/2026 - 7/1/2026	Application Date: 6/30/2026
Project Name: Dayton Filtration Plant Wells 4 & 5	From (Contractor): Magney Construction, Inc.	Via (Engineer): Black & Veatch
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 00604	Engineer's Project No.: 414098

APPLICATION FOR PAYMENT

Change Order Summary

No.	Approved Change Orders	Additions	Deductions
CO-1	\$	33,873.28	
CO-2	\$	45,000.00	
CO-3	\$	172,182.38	
WCD-3	\$	231.00	
WCD-4	\$	3,806.76	
WCD-5	\$	8,953.04	
WCD-6	\$		(1,797.57)
WCD-7	\$	6,918.03	
WCD-8	\$	2,929.57	
WCD-9	\$	11,903.44	
WCD-10	\$	4,471.99	
WCD-11	\$	4,384.44	
WCD-12	\$		
TOTALS	\$	294,653.93	\$ (1,797.57)
NET CHANGE			
BY CHANGE ORDERS	\$		292,856.36

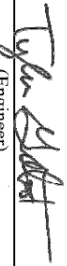
Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment fee and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 6/30/2026

1. ORIGINAL CONTRACT PRICE	\$	7,256,700.00
2. Net Change by Change Orders	\$	292,856.36
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$	7,549,556.36
4. TOTAL COMPLETED & STORED TO DATE	\$	7,486,577.36
5. RETAINAGE:		
a. 5% x	\$	7,486,577.36
b. 5% x	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	374,328.87
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	7,112,248.49
7. LESS PREVIOUS PAYMENTS (Line 6 from prior)	\$	7,099,067.24
8. AMOUNT DUE THIS APPLICATION	\$	13,181.25
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)	\$	437,307.87

Payment of: \$13,181.25 (Line 8 or other - attach explanation of other amount)

Recommended by:  (Engineer) 07/06/2026 (Date)

Payment of: \$13,181.25 (Line 8 or other - attach explanation of other amount)

Approved by: (City of Dayton) (Date)

Approved by: Funding Agency (if applicable) (Date)

Schedule of Values For:

Dayton, MN - Filtration Plant Wells 4 & 5

Submitted By: Magney Construction, Inc.

Consulting Engineer: Black & Veatch

Project No.: 414098

Contract No.:

General Contractor: Magney Construction, Inc.

1401 Park Road
Chanhassen, MN 55317

Application No.: 26

Date of Application: 6/30/2026
Work Completed Through: 7/1/2026

ITEM	Spec Section	Description of Work	Scheduled Value	C From Previous Application (C+D)	D THIS PERIOD	E Materials Presently stored (not in column D)	F Total Completed and Stored to Date (C+D+E)	% Complete	G Balance to Finish	H Retainage (5%)
01000	01000	Mobilization	\$ 220,100.00	\$ 210,100.00			\$ 210,100.00	95%	\$ 10,000.00	\$ 10,505.00
01001	01001	General Conditions	\$ 390,600.00	\$ 387,350.00	\$ 1,625.00		\$ 388,975.00	99.6%	\$ 1,625.00	\$ 19,448.75
01002	01002	Supervision	\$ 178,000.00	\$ 176,486.00	\$ 750.00		\$ 177,236.00	99.6%	\$ 764.00	\$ 8,861.80
01003	01003	Bond & Insurance	\$ 78,900.00	\$ 78,900.00			\$ 78,900.00	100%	\$ -	\$ 3,945.00
02050	02050	Selective Site Demolition	\$ 17,200.00	\$ 17,200.00			\$ 17,200.00	100%	\$ -	\$ 860.00
02100	02100	Clearing & Grubbing	\$ 9,800.00	\$ 9,800.00			\$ 9,800.00	100%	\$ -	\$ 490.00
02202	02202	Excavation & Backfill	\$ 252,100.00	\$ 252,100.00			\$ 252,100.00	100%	\$ -	\$ 12,605.00
02203	02203	Earth Retention System	\$ 68,700.00	\$ 68,700.00			\$ 68,700.00	100%	\$ -	\$ 3,435.00
02512	02512	Asphalt Pavement	\$ 22,000.00	\$ -			\$ -	0%	\$ 22,000.00	\$ -
02600	02600	Site Utilities	\$ 220,000.00	\$ 220,000.00			\$ 220,000.00	100%	\$ -	\$ 11,000.00
02900	02900	Finish Grade	\$ 12,500.00	\$ 8,500.00	\$ 2,500.00		\$ 11,000.00	88%	\$ 1,500.00	\$ 550.00
02930	02930	Seeding & Sodding	\$ 6,000.00	\$ 2,500.00	\$ 4,000.00		\$ 2,500.00	42%	\$ 3,500.00	\$ 125.00
03200	03200	Concrete Reinforcement	\$ 282,700.00	\$ 278,700.00	\$ 4,000.00		\$ 282,700.00	100%	\$ -	\$ 14,135.00
03300	03300	Cast-in-Place Concrete	\$ 736,400.00	\$ 731,400.00	\$ 5,000.00		\$ 736,400.00	100%	\$ -	\$ 36,820.00
04200	04200	Masonry	\$ 326,000.00	\$ 326,000.00			\$ 326,000.00	100.0%	\$ -	\$ 16,300.00
05000	05000	Metal Framing & Misc. Metals	\$ 201,100.00	\$ 201,100.00			\$ 201,100.00	100%	\$ -	\$ 10,055.00
06100	06100	Rough Carpentry	\$ 22,300.00	\$ 22,300.00			\$ 22,300.00	100%	\$ -	\$ 1,115.00
07185	07185	Masonry Water Repellent Coating	\$ 8,000.00	\$ -			\$ -	0%	\$ 8,000.00	\$ -
07200	07200	Thermal Insulation	\$ 18,900.00	\$ 18,900.00			\$ 18,900.00	100%	\$ -	\$ 945.00
07270	07270	Fluid Applied Membrane Air Barrier	\$ 15,300.00	\$ 15,300.00			\$ 15,300.00	100%	\$ -	\$ 765.00
07415	07415	Standing Seam Metal Roofing	\$ 107,000.00	\$ 107,000.00			\$ 107,000.00	100%	\$ -	\$ 5,350.00
07900	07900	Joint Sealants	\$ 11,500.00	\$ 5,000.00			\$ 5,000.00	43%	\$ 6,500.00	\$ 250.00
08115	08115	FRP Doors & Frames	\$ 40,500.00	\$ 40,500.00			\$ 40,500.00	100%	\$ -	\$ 2,025.00
8120	8120	Flush Aluminum Frames	\$ 15,500.00	\$ 15,500.00			\$ 15,500.00	100%	\$ -	\$ 775.00
08305	08305	Access Doors & Hatches	\$ 17,300.00	\$ 17,300.00			\$ 17,300.00	100%	\$ -	\$ 865.00
08800	08800	Glass & Glazing	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
09940	09940	Painting / Coatings	\$ 103,100.00	\$ 94,010.00			\$ 94,010.00	91%	\$ 9,090.00	\$ 4,700.50
10200	10200	Louvers	\$ 3,500.00	\$ 3,500.00			\$ 3,500.00	100%	\$ -	\$ 175.00
11150	11150	Submersible Pumps	\$ 42,000.00	\$ 42,000.00			\$ 42,000.00	100%	\$ -	\$ 2,100.00
11270	11270	Horizontal Pressure Filters	\$ 2,204,240.00	\$ 2,204,240.00			\$ 2,204,240.00	100.0%	\$ -	\$ 110,212.00
11370	11370	Regenerative Blower	\$ 78,700.00	\$ 78,700.00			\$ 78,700.00	100%	\$ -	\$ 3,935.00
11530	11530	Floating Decanters	\$ 95,000.00	\$ 95,000.00			\$ 95,000.00	100%	\$ -	\$ 4,750.00
11630	11630	Static Mixer	\$ 25,000.00	\$ 25,000.00			\$ 25,000.00	100%	\$ -	\$ 1,250.00
11630	11630	Compressed Air Equipment	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 2,500.00
14621	14621	Monorail Chain Hoists	\$ 16,510.00	\$ 16,510.00			\$ 16,510.00	100%	\$ -	\$ 825.50
15010	15010	Valves	\$ 56,600.00	\$ 56,600.00			\$ 56,600.00	100%	\$ -	\$ 2,830.00
15061	15061	Process Pipe & Fittings	\$ 384,500.00	\$ 384,500.00			\$ 384,500.00	100%	\$ -	\$ 19,225.00

15064	Stainless Steel Pipe	\$	24,000.00	\$	24,000.00			\$	24,000.00	100%	\$	-	\$	1,200.00
15250	Mechanical Insulation	\$	5,040.00	\$	5,040.00			\$	5,040.00	100%	\$	-	\$	252.00
15400	Plumbing - General Conditions	\$	11,820.00	\$	11,820.00			\$	11,820.00	100%	\$	-	\$	591.00
15400.1	Plumbing - Permits/Inspections	\$	2,595.00	\$	2,595.00			\$	2,595.00	100%	\$	-	\$	129.75
15400.2	Plumbing - Below Grade Piping & Fixtures	\$	17,015.00	\$	17,015.00			\$	17,015.00	100%	\$	-	\$	850.75
15400.3	Plumbing - Above Grade Waste & Vent	\$	6,975.00	\$	6,975.00			\$	6,975.00	100%	\$	-	\$	348.75
15400.4	Plumbing - Gas Piping	\$	8,260.00	\$	8,260.00			\$	8,260.00	100%	\$	-	\$	413.00
15400.5	Plumbing - Water Piping & Fixtures Above Grade	\$	22,835.00	\$	22,835.00			\$	22,835.00	100%	\$	-	\$	1,141.75
15500	HVAC - General Conditions	\$	8,955.00	\$	8,955.00			\$	8,955.00	100%	\$	-	\$	447.75
15500.1	HVAC - Test & Balance	\$	770.00	\$	770.00			\$	770.00	100%	\$	-	\$	38.50
15500.2	HVAC - Ductwork Insulation	\$	1,650.00	\$	1,650.00			\$	1,650.00	100%	\$	-	\$	82.50
15500.3	HVAC - Controls	\$	28,500.00	\$	28,500.00			\$	28,500.00	100%	\$	-	\$	1,425.00
15500.4	HVAC - Ductwork Labor	\$	4,500.00	\$	4,500.00			\$	4,500.00	100%	\$	-	\$	225.00
15500.5	HVAC - Ductwork Material	\$	4,500.00	\$	4,500.00			\$	4,500.00	100%	\$	-	\$	225.00
15500.6	HVAC - Equipment Labor	\$	11,000.00	\$	11,000.00			\$	11,000.00	100%	\$	-	\$	550.00
15500.7	HVAC - Equipment Material	\$	16,600.00	\$	16,600.00			\$	16,600.00	100%	\$	-	\$	830.00
15500.8	HVAC - Refrigerant Piping Labor	\$	3,100.00	\$	3,100.00			\$	3,100.00	100%	\$	-	\$	155.00
15500.9	HVAC - Refrigerant Piping Material	\$	750.00	\$	750.00			\$	750.00	100%	\$	-	\$	37.50
16050	Electrical - General Conditions & Temp Power	\$	25,085.00	\$	25,085.00			\$	25,085.00	100%	\$	-	\$	1,254.25
16050.1	Electrical - Electrical Work	\$	263,633.00	\$	263,633.00			\$	263,633.00	100%	\$	-	\$	13,181.65
16050.2	Electrical - Electrical Equipment Installation	\$	20,000.00	\$	20,000.00			\$	20,000.00	100%	\$	-	\$	1,000.00
16050.3	Electrical - MCC Installation	\$	15,000.00	\$	15,000.00			\$	15,000.00	100%	\$	-	\$	750.00
16050.4	Electrical - Lighting Protection	\$	11,360.00	\$	11,360.00			\$	11,360.00	100%	\$	-	\$	568.00
16050.5	Electrical - Control Systems	\$	401,707.00	\$	401,707.00			\$	401,707.00	100%	\$	-	\$	20,085.35
CO-1	Added Valves	\$	33,873.28	\$	33,873.28			\$	33,873.28	100%	\$	-	\$	1,693.66
CO-2	De-mobilization & Re-mobilization	\$	45,000.00	\$	45,000.00			\$	45,000.00	100%	\$	-	\$	2,250.00
CO-3	Project Delay Cost Escalations	\$	172,182.38	\$	172,182.38			\$	172,182.38	100%	\$	-	\$	8,609.12
WCD-3	Custom Door Color	\$	231.00	\$	231.00			\$	231.00	100%	\$	-	\$	11.55
WCD-4	Plumbing Updates	\$	3,806.76	\$	3,806.76			\$	3,806.76	100%	\$	-	\$	190.34
WCD-5	Chem Feed Changes	\$	8,953.04	\$	8,953.04			\$	8,953.04	100%	\$	-	\$	447.65
WCD-6	Blowoff Line Duct	\$	(1,797.57)	\$	(1,797.57)			\$	(1,797.57)	100%	\$	-	\$	(89.88)
WCD-7	Gate Valve for Well #5 Influent Line	\$	6,918.03	\$	6,918.03			\$	6,918.03	100%	\$	-	\$	345.90
WCD-8	14x12 Watermain Tie-in	\$	2,929.57	\$	2,929.57			\$	2,929.57	100%	\$	-	\$	146.48
WCD-9	Conc. Pipe Encasement Duct / Well 5 ft & San. Extension	\$	11,903.44	\$	11,903.44			\$	11,903.44	100%	\$	-	\$	595.17
WCD-10	Masonry Flushing Elevation Change	\$	4,471.99	\$	4,471.99			\$	4,471.99	100%	\$	-	\$	223.60
WCD-11	Added Combo Air/Vac Valve	\$	4,384.44	\$	4,384.44			\$	4,384.44	100%	\$	-	\$	219.22
WCD-12	MDH Additions: Sludge Discharge & Overflow	\$	-	\$	-			\$	-	#N/D/0!	\$	-	\$	-
	TOTALS	\$	7,549,556.36	\$	7,472,702.36	\$	13,875.00	\$	-	99%	\$	62,979.00	\$	374,328.87

PRESENTER: Marty Farrell

ITEM: Approve Pay Application #1 from Sunram Construction

PREPARED BY: Marty Farrell

POLICY DECISION / ACTION TO BE CONSIDERED: Approve payment of pay application 1 from Sunram Construction \$44,014.69.

BACKGROUND:

This contract was awarded by the City Council at the 02-27-2026 meeting. Sunram Construction were the low bid at \$386,637.00.

CRITICAL ISSUES: Works toward achieving a Strategic Initiative identified by the City Council to “Maintain and Enhance the Natural and Rural Community Connection”.

BUDGET IMPACT: Funded from CIP Park and Trail Development Fund 408, National Park Service Grant \$100,000, Federal Grant \$850,000, Department of Natural Resources \$574,000.

RECOMMENDATION: Approve payment of Pay Application #1 to Sunram Construction Inc for \$44,014.69.

ATTACHMENT(S): Project Workbook, Pay Application #1.

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AS OF 06-30-2025		
Contract Balances to Project Close Out		
MSA	\$	52,000.00
Sunram Construction	\$	342,622.31
	\$	-
Remaining Contract Balances Total	\$	394,622.31
Project Starting Balance including 7% contingency		
	\$	469,637.00
Minus total pay apps to date	\$	(44,014.69)
Remaining Project Balance	\$	425,622.31
Remaining Project Balance		
	\$	425,622.31
Minus remaining Contract Balances	\$	(394,622.31)
Contingency	\$	31,000.00

Contractor's Application for Payment

Owner:	City of Dayton	Owner's Project No.:	2025-018
Engineer:	MSA Professional Services	Engineer's Project No.:	12021001
Contractor:	Sunram Construction, Inc.	Contractor's Project No.:	C-26-008
Project:	Elsie Stephens Canoe/Kayak Launch		
Contract:			

Application No.:	1	Application Date:	6/24/2026
Application Period:	From 3/18/2026 to 6/24/2026		

1. Original Contract Price	\$	386,637.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	386,637.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column G Unit Price Total)	\$	46,331.25
5. Retainage		
a. 5% X \$ 46,331.25 Work Completed	\$	2,316.56
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	2,316.56
6. Amount eligible to date (Line 4 - Line 5.c)	\$	44,014.69
7. Less previous payments (Line 6 from prior application)	\$	-
8. Amount due this application	\$	44,014.69
9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$	342,622.31

Contractor's Certification
The undersigned Contractor certifies, to the best of its knowledge, the following:

Contractor: SUNRAM CONSTRUCTION, INC.

Signature: Ryan M. Sunram Date: 6/24/2026

PAYMENT OF: \$ 44,014.69
(line 8 or other - attach explanation of the other amount)

Recommended by Engineer		Approved by Owner	
By:	Christian Moring, PE	By:	
Title:	Project Manager - Engineering	Title:	
Date:	06.25.2026	Date:	
Approved by Funding Agency (if necessary)			
By:		By:	
Title:		Title:	
Date:		Date:	

Contractor's Application

For Contract:													Application Number: 1		
ESTLE STEPHENS PARK CANOE/KAYAK LAUNCH													Application Date: 6/24/2026		
Application Period: 3/18/2026 TO 6/24/2026															
A			B			C	D	E	F	G	H	I	J		
Bid No.	Specie Item No.	Item Description	Item Quantity	Units	Unit Price	Total Value	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in F)	Total Completed and Shored to Date (G + H)	% (I/B)	Balance to Finish (J - I)
BASE BID:															
1		MOBILIZATION	1	L5	\$15,200.00	\$15,200.00		0.25	\$3,800.00	0.25	\$3,800.00	\$0.00	\$3,800.00	25.0%	\$11,400.00
2		CANOE/KAYAK LAUNCH, COMPLETE	1	L5	\$89,725.00	\$89,725.00		0.25	\$22,181.25	0.25	\$22,181.25	\$0.00	\$22,181.25	25.0%	\$66,543.75
3		REMOVE BITUMINOUS PAVEMENT	150	SF	\$250.00	\$37,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$37,500.00
4		UNRESTORED SEAT WALL	22	LF	\$241.00	\$5,302.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$5,302.00
5		HANDRAILS AND RAILINGS	140	LF	\$316.00	\$44,240.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$44,240.00
6		SIGN POST & SIGNS	1	EA	\$900.00	\$900.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$900.00
7		CANOE/KAYAK STORAGE RACK	1	EA	\$7,100.00	\$7,100.00		0.25	\$1,775.00	0.25	\$1,775.00	\$0.00	\$1,775.00	25.0%	\$5,325.00
8		CLEARING AND GRUBBING	1	L5	\$17,150.00	\$17,150.00		1.0	\$17,150.00	1.0	\$17,150.00	\$0.00	\$17,150.00	100.0%	\$0.00
9		GRADING	1	L5	\$13,250.00	\$13,250.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$13,250.00
10		EROSION CONTROL	1	L5	\$3,500.00	\$3,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$3,500.00
11		RANDOM RIPRAP CLASS III	90	CY	\$141.00	\$12,690.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$12,690.00
12		AGGREGATE BASE COURSE	120	CY	\$65.00	\$7,800.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$7,800.00
13		TYPE SP 12.5 WEARING COURSE MIXTURE (2.B)	25	TON	\$250.00	\$6,250.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$6,250.00
14		CONCRETE MULTI-USE PATH, 5-INCH	1,800	SF	\$8.00	\$14,400.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$14,400.00
15		TIMBERCAVED DOCKS	12	SF	\$100.00	\$1,200.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,200.00
16		PAYMENT MARKINGS	1	L5	\$1,500.00	\$1,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$1,500.00
17		BLOCK RETAINING WALL (MODULAR UNITS)	500	VSF	\$144.00	\$72,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$72,000.00
18		TIRE RESTORATION	1	L5	\$7,650.00	\$7,650.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$7,650.00
ALTERNATES															
A2		UNDERGROUND UTILITY ELECTRICAL SERVICE	1	L5	\$24,205.00	\$24,205.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$24,205.00
A3		PREPARATED SHELTER	1	L5	\$5,700.00	\$5,700.00		0.25	\$1,425.00	0.25	\$1,425.00	\$0.00	\$1,425.00	25.0%	\$4,275.00
A4		ON-SITE ELECTRICAL	1	L5	\$23,500.00	\$23,500.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$23,500.00
A5		PICNIC TABLES	4	EA	\$3,500.00	\$14,000.00			\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$14,000.00
Contract Totals						\$386,637.00			\$46,331.25		\$46,331.25	\$0.00	\$46,331.25	12.0%	\$340,305.75

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):													Application Number: 1			
ESLIE STEPHENS PARK CANOE/KYAK LAUNCH																
Application Period: 3/18/2026 TO 6/24/2026													Application Date: 6/24/2026			
A					B		C	D	E		F	G	H	I	J	
Item					Contract Information			Work Completed to Date								
Bid Item No.	Species Item No.	Description	Item Quantity	Units	Unit Price	Total Value	of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / G)	Balance to Finish (G - I)
CHANGE ORDERS																
1					\$		-									
2					\$	\$0.00						\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
3					\$	\$0.00						\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
4					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
5					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
6					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
7					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
8					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
9					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
10					\$	\$0.00	-					\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Change Order Totals													\$0.00			
TOTALS													\$386,637.00			
													\$0.00			
													\$46,331.25			
													\$46,331.25			
													\$0.00			
													\$0.00			
													\$46,331.25			
													\$0.00			
													12.0%			
													\$340,305.75			

ITEM:

Approval to Hire Lamija Bradaric for the PT HR Generalist

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve hiring of Lamija Bradaric

BACKGROUND:

Staff advertised to fill the new PT HR Generalist position. The City received 13 applicants and interviewed the top 5 candidates with Lamija Bradaric being our selected candidate. The candidate brings relevant experience.

City Staff is recommending Lamija Bradaric for hire. She will begin employment with a wage of \$42.44 per hour; Grade 7, Step 4.

We are excited and look forward to having Lamija on the team in Dayton.

CRITICAL ISSUES:

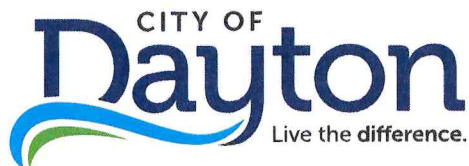
None.

RECOMMENDATION:

Approval of Lamija Bradaric for the PT HR Generalist Position.

ATTACHMENT(S):

Offer Letter



June 30, 2026

Lamija Bradaric
15239 74th Street NE
Otsego MN 55330

Dear Lamija:

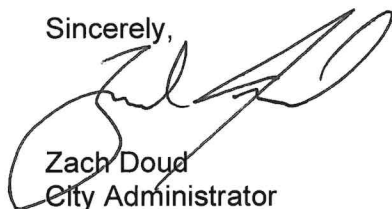
The City of Dayton is pleased to offer you the position of Part-Time HR Generalist. This will be pending a background check to be completed, and the City Council will approve your hire on July 14, 2026, contingent upon that.

Your anticipated start date is no later than August 03, 2026. You will begin employment with a wage of \$42.44 per hour-based Grade 7, Step 4 wage scale; additional details are as follows:

- This is a part-time position for 20 hours per week.
- This position will be eligible for ESST time which is 1 hour every 30 hours worked.
- One-year probation period with a step increase at 6 months.
- Progression through the City's compensation plan is based on satisfactory performance.
- Upon satisfactory performance, step increases will occur on your anniversary date.
- Public employees meeting income and position requirements set by state statute automatically become members of the Public Employees Retirement Association (PERA).
- All other personnel policies items will apply normally.

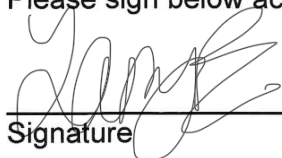
We look forward to working with you. If you have any questions, please feel free to call me at (763)-323-4010.

Sincerely,



Zach Doud
City Administrator

Please sign below acknowledging agreement with the terms outlined in this letter.



Signature

7/1/20
Date

ITEM:

Approval of Temporary Liquor License for the Dayton Lions.

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of temporary liquor licenses

BACKGROUND:

This is a standard Council approval; the events are scheduled for 08/04/2026, 09/02/2026, 09/19/2026. these will take place at Elsie Stephens Park 14430 Dayton River Road, Fisher Farms 16900 N Diamond Lake Road, Magnus Veterans Foundation 16861 N Diamond Lane Road.

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of temporary liquor license

ATTACHMENT(S):

N/A

PRESENTER:

Jason Quisberg

ITEM:

River Hills Forcemain Abandonment – Pay Application No. 1

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

None

BACKGROUND:

Kirchoff Construction, Inc. has completed the majority of the work for the River Hills Forcemain Abandonment Project. The remaining work includes the final restoration establishment and erosion control removal. A 5% retainage is being held until the final completion of this project.

CRITICAL ISSUES:

COMMISSION REVIEW / ACTION (IF APPLICABLE):

60/120-DAY RULE (IF APPLICABLE):

RELATIONSHIP TO COUNCIL GOALS:

BUDGET IMPACT:

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

RECOMMENDATION:

We recommend payment for the work completed to date, in the amount of \$28,050.23.

ATTACHMENT(S):

Pay Estimate No. 1
River Hills Forcemain Abandonment Pay Estimate No. 1 Tabulation

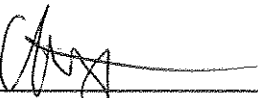
SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

OWNER: City of Dayton
PROJECT: River Hills Forcemain Abandonment
CONTRACTOR: Kirchoff Construction, Inc.

PAY ESTIMATE NO. 1

Original Contract Amount:	<u>\$ 32,107.15</u>
Contract Changes approved to Date (0):	<u>\$ -</u>
Revised Contract Price :	<u>\$ 32,107.15</u>
Work Completed to Date (attached):	<u>\$ 29,526.55</u>
Retainage to Date, 5%:	<u>\$ 1,476.32</u>
Work Completed to Date Less Retainage to Date:	<u>\$ 28,050.23</u>
Total Amount Previously Certified:	<u>\$ -</u>
Payment Request This Estimate:	<u>\$ 28,050.23</u>

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



CONTRACTOR

Application for Payment Form
00 62 76-1

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated 5/15/2026 between between the City of Dayton (OWNER) and Kirchoff Construction Inc. (CONTRACTOR) and all authorized changes therto:

By Kirchoff Construction Inc
Chris Kirchoff
Title President

Approval:

(CONTRACTOR)

 Date 7/7/26

STANTEC CONSULTING
SERVICES, INC.

Nick Jindley Date 7/8/2026

CITY OF DAYTON

____ Date _____

END OF SECTION

RIVER HILLS FORCEMAIN ABANDONMENT
PAYMENT REQUEST FORM
QUANTITY TABULATION

						COMPLETED TO DATE		LESS PREVIOUS PAYMENTS		PAY REQUEST #1 July 2026		
NO.	ITEM DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL PRICE							
BASE BID SCHEDULE A							QTY	PRICE	QTY	PRICE	QTY	PRICE
1	MOBILIZATION	LS	1	\$5,500.00	\$5,500.00	1	\$ 5,500.00	0	\$ -	1	\$ 5,500.00	
2	TRAFFIC CONTROL	LS	1	\$440.00	\$440.00	1	\$ 440.00	0	\$ -	1	\$ 440.00	
3	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	80	\$12.32	\$985.60	0	\$ -	0	\$ -	0	\$ -	
4	BULKHEAD AND ABANDON FORCE MAIN	LF	1130	\$2.08	\$2,350.40	1130	\$ 2,350.40	0	\$ -	1130	\$ 2,350.40	
5	BULKHEAD AND ABANDON GRAVITY SEWER	LF	247	\$4.79	\$1,183.13	247	\$ 1,183.13	0	\$ -	247	\$ 1,183.13	
6	CONNECT TO EXISTING SANITARY FORCEMAIN PIPE	EA	1	\$2,115.88	\$2,115.88	1	\$ 2,115.88	0	\$ -	1	\$ 2,115.88	
7	CONNECT TO EXISTING SANITARY STRUCTURE	EA	1	\$3,722.97	\$3,722.97	1	\$ 3,722.97	0	\$ -	1	\$ 3,722.97	
8	4" PVC SCH-40 PRESSURE PIPE	LF	61	\$68.47	\$4,176.67	61	\$ 4,176.67	0	\$ -	61	\$ 4,176.67	
9	BITUMINOUS TRAIL PATCH SPECIAL	SY	80	\$27.50	\$2,200.00	0	\$ -	0	\$ -	0	\$ -	
10	PERIMETER CONTROL (BIO ROLL OR SILT FENCE)	LF	300	\$4.40	\$1,320.00	300	\$ 1,320.00	0	\$ -	300	\$ 1,320.00	
11	STORM DRAIN INLET PROTECTION - MAINTAINED	EA	1	\$165.00	\$165.00	2	\$ 330.00	0	\$ -	2	\$ 330.00	
12	SOD TYPE LAWN	SY	455	\$16.50	\$7,507.50	455	\$ 7,507.50	0	\$ -	455	\$ 7,507.50	
13	LOAM TOPSOIL BORROW (LV)	CY	5	\$88.00	\$440.00	10	\$ 880.00	0	\$ -	10	\$ 880.00	
TOTAL SCHEDULE A BID					\$32,107.15	\$29,526.55		\$0.00		\$29,526.55		

GENERAL CONTRACTOR	COMPLETED TO DATE		LESS PREVIOUS PAYMENTS	PAYMENT REQUEST 1
Kirchoff Construction, Inc.	Subtotal:	\$ 29,526.55	Subtotal: \$ -	Subtotal: \$29,526.55
P.O. Box 35	5% Retainage:	\$ 1,476.32	5% Retainage: \$ -	5% Retainage: \$ 1,476.32
Albertville, MN 55301	Total:	\$ 28,050.23	Total: \$ -	Total: \$ 28,050.23

ITEM:

Legacy Woods Conservation Easement

APPLICANT/PRESENTER:

Jon Sevald, Community Development Director

PREPARED BY:

Jon Sevald, Community Development Director

POLICY DECISION / ACTION TO BE CONSIDERED:

Motion to Authorize the Mayor and City Clerk to sign the Conservation Easement for Legacy Woods

BACKGROUND:

The City Council approved the Final Plat of Legacy Woods on May 12, 2026,¹ and Development Agreement (DA) on March 24, 2026. The DA includes an exhibit for a Conservation Easement, which was missing a map at the time of DA approval, but is completed now. Staff is requesting that the City Council authorize the Mayor and City Clerk to sign the Conservation Easement.

The Conservation Easement includes wetlands, wetland buffers, and a 25' wide strip along the western plat boundary. The easement prohibits land disturbances.

CRITICAL ISSUES:

None

STAFF RECOMMENDATION:

Staff recommends approval.

RELATIONSHIP TO COUNCIL GOALS:

N/A

BUDGET IMPACT:

\$0

ATTACHMENT(S):

Conservation Easement

¹ Resolution 14-2026; *A Resolution Approving the Final Plat of Legacy Woods and Development Agreement*

(Reserved for Recording Data)

PERMANENT CONSERVATION EASEMENT AGREEMENT

This **PERMANENT CONSERVATION EASEMENT AGREEMENT** (the “Agreement”) is made this ____ of _____, 2026, by and between Legacy Woods, LLC, a Minnesota limited liability company, 325 Everest Lane N., Maple Grove, MN 55311 (“Grantor”) and the City of Dayton, a Minnesota municipal corporation, 12260 S. Diamond Lake Road, Dayton, MN 55327 (the “City” or “Grantee”).

RECITALS

- A. Grantor is owner in fee simple of land located within the City of Dayton, County of Hennepin, State of Minnesota, legally described on Exhibit A, attached hereto and incorporated herein (the “Property”); and
- B. Grantor wishes to develop the Property; and
- C. As a condition of approval of Grantor’s development of the Property, the City has required Grantor to grant the City a permanent easement on the Property for conservation purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. Grant of Easement. Subject to the limitations and restrictions set forth herein, Grantor hereby grants and conveys to the City a permanent easement (the “Conservation Easement”) on a portion of the Property, legally described on Exhibit B-1, attached hereto and incorporated herein, and depicted on Exhibit B-2, attached hereto and incorporated herein (the “Conservation Easement Area”) for the purposes of preserving the natural state of the wetlands and upland buffer zones.
- 2. Restrictions. The Conservation Easement granted in Section 1 shall be subject to the following:

- a. Any alterations within the wetlands and upland buffer zones shall be prohibited, including, but not limited to, the installation or placement of structures and impervious surfaces, the destruction or removal of trees, shrubs or other vegetation, the introduction of any non-native vegetation, any mowing, dredging or excavation activities and the placement of storage of any fill material or trash and the application of fertilizer.
 - b. The removal or alteration of upland buffer zone markers shall be prohibited.
 - c. Any other restriction imposed by the Dayton City Code relating to wetlands shall apply to this Conservation Easement.
3. Permanent Rights. The Conservation Easement rights granted herein are forever and shall include the right of the City to enforce the restrictions and conditions of the Conservation Easement under, over, across, through and upon the Conservation Easement Area.
4. Enforcement. The Conservation Easement rights further include, but are not limited to, the right of City, its contractors or agents, ingress and egress over the Conservation Easement Area to access the Conservation Easement for the purposes of enforcement, inspection, investigation, documentation, and maintenance of the wetlands and upland buffer zones, as the City may deem appropriate and in accordance with the Dayton City Code or state law, as amended, relating to wetlands and buffers.
5. No Waiver. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Grantor or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.
6. Grantor's Covenant. Grantor, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Property described on Exhibit A, the Conservation Easement Area described and depicted on Exhibit B-1 and B-2, and has good right to grant and convey the Conservation Easement herein to the City.
7. Binding Agreement. This Agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
8. Governing Law; Venue. This Agreement shall be governed by the laws of the state of Minnesota. Venue for any action relating to this Agreement shall be in Hennepin County.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY:
CITY OF DAYTON

By: _____
Dennis Fisher
Its Mayor

By: _____
Amy Benting
Its City Clerk

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.

On this _____ day of _____, 20____, before me a Notary Public within and for said County, personally appeared Dennis Fisher and Amy Benting to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Dayton, the municipality named in the foregoing instrument, and that the said instrument was signed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
LEGACY WOODS, LLLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Legacy Woods, LLC, a Minnesota limited liability company, on behalf of the entity.

Notary Public

This instrument drafted by:
Cynthia Kirchoff (#0346536)
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Dr Suite 300
Eagan, MN 55121
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Real property legally described as:

Lots 1, 2, 3, 4, 5, and 6, Block 1, Legacy Woods, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT B-1
LEGAL DESCRIPTION CONSERVATION EASEMENT AREA

EE—CONS (LOTS 1-5)

Easement Description

An easement over, under, and across that part of Lots 1, 2, 3, 4, and 5, Block 1, LEGACY WOODS, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Beginning at the southwest corner of said Lot 1; thence on an assumed bearing of North 00 degrees 10 minutes 09 seconds East, along the west line of said Block 1, a distance of 2550.84 feet to the northwest corner of said Lot 4; thence North 89 degrees 05 minutes 16 seconds East, along the north line of said Block 1, a distance of 861.78 feet to the northeast corner of said Lot 5; thence South 16 degrees 11 minutes 49 seconds East, along the easterly line of said Lot 5, a distance of 672.59 feet to the survey line of said Lot 5; thence North 87 degrees 04 minutes 54 seconds West, along said survey line, a distance of 317.51 feet to the easterly line of said Lot 4; thence South 82 degrees 48 minutes 48 seconds West, along the survey line of said Lot 4, a distance of 346.42 feet; thence North 54 degrees 47 minutes 54 seconds West, along said survey line, a distance of 161.38 feet; thence North 19 degrees 05 minutes 03 seconds West, along said surveying line, a distance of 193.96 feet; thence North 51 degrees 37 minutes 18 seconds West, along said survey line, a distance of 150.44 feet to the easterly line of said Lot 3; thence North 51 degrees 37 minutes 18 seconds West, along the survey line of said Lot 3, a distance of 65.07 feet; thence South 00 degrees 10 minutes 09 seconds West, parallel with the west line of said Lot 3, a distance of 774.64 feet to the survey line of said Lot 3; thence North 61 degrees 11 minutes 00 seconds East, along said survey line, a distance of 121.45 feet; thence South 55 degrees 39 minutes 21 seconds East, along said survey line, a distance of 175.88 feet; thence South 08 degrees 56 minutes 01 seconds West, along said survey line, a distance of 386.96 feet to the northerly line of said Lot 2; thence South 30 degrees 21 minutes 28 seconds West, along the survey line of said Lot 2, a distance of 241.63 feet; thence South 00 degrees 26 minutes 41 seconds East, along said survey line, a distance of 109.46 feet; thence South 33 degrees 34 minutes 41 seconds East, along said survey line, a distance of 133.00 feet; thence South 00 degrees 07 minutes 00 seconds East, along said survey line, a distance of 133.00 feet to the northerly line of said Lot 1; thence South 00 degrees 07 minutes 00 seconds East, along the survey line of said Lot 1, a distance of 242.00 feet; thence South 31 degrees 01 minutes 43 seconds West, a distance of 73.35 feet; thence South 70 degrees 50 minutes 57 seconds West, a distance of 46.17 feet; thence South 00 degrees 02 minutes 26 seconds West, a distance of 87.88 feet; thence South 12 degrees 14 minutes 46 seconds East, a distance of 135.48 feet to the south line of said Lot 1; thence South 89 degrees 04 minutes 20 seconds West, along said south line, a distance of 121.37 feet to the point of beginning and there terminating.

Easement Area: 821,602 sq. ft.

EE—CONS (LOT 6)

Easement Description

An easement over, under, and across that part of Lot 6, Block 1, LEGACY WOODS, according to the recorded plat thereof, Hennepin County, Minnesota described as follows:

Commencing at the Northeast corner of said Lot 6; thence on an assumed bearing of South 89 degrees 05 minutes 16 seconds West, along the north line of said Lot 6, a distance of 88.02 feet to the actual point of beginning; thence South 17 degrees 03 minutes 53 seconds West, a distance of 145.86 feet; thence South 39 degrees 25 minutes 50 seconds East, distance of 105.61 feet; thence South 28 degrees 08 minutes 36 seconds East, a distance of 137.74 feet; thence South 17 degrees 38 minutes 31 seconds West, a distance of 114.14 feet; thence South 81 degrees 07 minutes 40 seconds West, a distance of 47.38 feet; thence South 64 degrees 22 minutes 04 seconds West, a distance of 160.59 feet; thence South 45 degrees 33 minutes 12 seconds West, a distance of 147.53 feet; thence South 34 degrees 41 minutes 40 seconds West, a distance of 93.08 feet; thence South 24 degrees 01 minutes 50 seconds East, a distance of 58.77 feet; thence South 25 degrees 13 minutes 17 seconds West, a distance of 44.98 feet; thence South 49 degrees 31 minutes 10 seconds West, a distance of 114.73 feet to the survey line of said Lot 6; thence North 52 degrees 23 minutes 52 seconds West, along the survey line of said Lot 6, a distance of 105.95 feet; thence North 16 degrees 53 minutes 40 seconds West, a distance of 45.63 feet; thence North 04 degrees 57 minutes 48 seconds East, a distance of 44.39 feet; thence North 13 degrees 57 minutes 15 seconds East, a distance of 218.66 feet; thence North 58 degrees 39 minutes 08 seconds West, a distance of 107.05 feet; thence South 26 degrees 41 minutes 19 seconds West, a distance of 119.20 feet; thence South 13 degrees 05 minutes 39 seconds East, a distance of 47.88 feet; thence South 26 degrees 05 minutes 04 seconds West, a distance of 45.93 feet; thence South 53 degrees 37 minutes 55 seconds West, a distance of 105.83 feet to the survey line of said Lot 6; thence North 75 degrees 44 minutes 58 seconds West, along said survey line, a distance of 206.63 feet to the westerly line of said Lot 6; thence North 16 degrees 11 minutes 49 seconds West, along said westerly line, a distance of 672.59 feet to the northwest corner of said Lot 6; thence North 89 degrees 05 minutes 16 seconds East, along the north line of said Lot 6, a distance of 1045.93 feet to the point of beginning and there terminating.

EXCEPT

That part of Lot 6, Block 1, said LEGACY WOODS, described as follows:

Commencing at the Northeast corner of said Lot 6; thence on an assumed bearing of South 89 degrees 05 minutes 16 seconds West, along the north line of said Lot 6, a distance of 88.02 feet; thence South 17 degrees 03 minutes 53 seconds West, a distance of 145.86 feet; Thence South 67 degrees 00 minutes 44 seconds West, a distance of 92.78 feet to the actual point of beginning; thence South 11 degrees 37 minutes 24 seconds West, a distance of 294.24 feet; thence South 61 degrees 17 minutes 13 seconds West, a distance of 89.39 feet; thence North 56 degrees 28 minutes 41 seconds West, a distance of 70.18 feet; thence North 04 degrees 34 minutes 40 seconds West, a distance of 190.43 feet; thence North 21 degrees 53 minutes 18 seconds East, a distance of 72.19 feet; thence North 62 degrees 49 minutes 11 seconds East, a distance of 99.25 feet; thence South 84 degrees 12 minutes 43 seconds East, a distance of 96.67 feet to the point of beginning and there terminating.

Easement Area: 569,404 sq. ft.

DEPICTION OF CONSERVATION EASEMENT AREA



ITEM:

Discussion Regarding Community Survey Results

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Discussion

BACKGROUND:

During a weekly update to the Council, there was a question posed to the Council on if there would be interest in having an open discussion regarding the community survey results. The majority of the council were interested in having that discussion. There is no action suggested from this but this time is to allow the Council to have active discussion around the community survey results.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Active discussion and staff is ready for any direction that is given during that discussion.

ATTACHMENT(S):

Community Survey Results

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

CITY OF DAYTON
RESIDENTIAL SURVEY
FINAL APRIL 2026

Hello, I'm _____ of the Morris Leatherman Company, a polling firm located in Minneapolis. We've been hired by the City of Dayton to speak with a random sample of residents about issues facing the City. The survey is being taken because your local elected leaders and city staff are interested in your opinions and suggestions. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported. (DO NOT PAUSE)

- | | |
|--|-------------------------------------|
| 1. Approximately, how many years have you lived in the City of Dayton? | FIVE YEARS OR LESS....17% |
| | SIX TO TEN YEARS.....27% |
| | ELEVEN TO TWENTY YRS..27% |
| | 21 TO 30 YEARS.....15% |
| | OVER THIRTY YEARS.....14% |
| | DON'T KNOW/REFUSED.....0% |
| 2. Thinking back to when you moved to Dayton, what factors were most important to you in selecting the City? | DON'T KNOW/REFUSED.....0% |
| | HOUSING/LAND.....20% |
| | SCHOOLS.....11% |
| | SAFE.....8% |
| | CLOSE TO FAMILY/
FRIENDS.....18% |
| | SMALL COMMUNITY.....7% |
| | PARKS/TRAILS.....3% |
| | CONVENIENT LOCATION....6% |
| | QUIET AND PEACEFUL....12% |
| | RURAL/OPEN SPACE.....5% |
| | CLOSE TO JOB.....10% |
| | SCATTERED.....1% |
| 3. How would you rate the quality of Life in the City of Dayton - excellent, good, only fair, or poor? | EXCELLENT.....33% |
| | GOOD.....61% |
| | ONLY FAIR.....5% |
| | POOR.....0% |
| | DON'T KNOW/REFUSED.....1% |

- | | |
|--|--|
| 4. What do you like most about living the City of Dayton? | DON'T KNOW/REFUSED.....0%
HOUSING/LAND.....12%
SCHOOLS.....11%
SAFE.....9%
CLOSE TO FAMILY
/FRIENDS.....13%
SMALL COMMUNITY.....7%
PARKS/TRAILS.....6%
CONVENIENT LOCATION....4%
QUIET/PEACEFUL.....14%
RURAL/OPEN SPACE.....4%
CLOSE TO JOB.....3%
SMALL TOWN FEEL.....8%
FRIENDLY PEOPLE.....8%
SCATTERED.....2% |
| 5. What do you think is the most serious issue facing the City of Dayton today? | DON'T KNOW/REFUSED.....3%
NOTHING.....28%
TOO MUCH GROWTH.....21%
HIGH TAXES.....14%
LACK OF JOBS.....10%
SPEEDING/RECKLESS
DRIVING.....9%
STREET MAINTENANCE.....6%
RISING CRIME.....3%
LACK OF CITY SERVICES..2%
SCATTERED.....4% |
| 6. All in all, do you think things in the City of Dayton are headed in the right direction, or do you think things are off on the wrong track? | RIGHT DIRECTION.....74%
WRONG TRACK.....25%
DON'T KNOW/REFUSED.....2% |

IF "WRONG TRACK," ASK: (n=99)

- | | |
|--|--|
| 7. Why do you think things have gotten off on the wrong track? | DON'T KNOW/REFUSED.....0%
TOO MUCH GROWTH.....34%
HIGH TAXES.....13%
RISING CRIME.....13%
ECONOMY/INFLATION.....28%
POOR DEVELOPMENT
PLANNING.....8%
ECONOMY/INFLATION.....2%
SCATTERED.....2% |
|--|--|

- | | | |
|-----|---|--|
| 8. | Do you see the City of Dayton as a small town or a suburb? | SMALL TOWN.....49%
SUBURB.....24%
BOTH (VOL.).....27%
DON'T KNOW/REFUSED.....0% |
| 9. | How would you rate the sense of community identity among residents in Dayton - would you say it is very strong, somewhat strong, not too strong, or not at all strong? | VERY STRONG.....35%
SOMEWHAT STRONG.....56%
NOT TOO STRONG.....9%
NOT AT ALL STRONG.....1%
DON'T KNOW/REFUSED.....0% |
| 10. | Please tell me which of the following do you feel the closest connection - the City of Dayton as a whole, your neighborhood, your school district, or something else? (IF "SOMETHING ELSE," ASK:) What would that be? | DON'T KNOW/REFUSED.....1%
CITY OF DAYTON.....30%
NEIGHBORHOOD.....59%
SCHOOL DISTRICT.....9%
SCATTERED.....2% |

Let's discuss the future of the City of Dayton...

- | | | |
|-----|---|--|
| 11. | When thinking about a city's quality of life, what do you think is the most important aspect of that quality? | DON'T KNOW/REFUSED.....0%
SMALL TOWN FEEL.....19%
SAFETY.....32%
RURAL/OPEN SPACES.....11%
PARKS/TRAILS.....5%
SCHOOLS.....7%
SENSE OF COMMUNITY....18%
AFFORDABLE LIVING.....7%
SCATTERED.....2% |
| 12. | What, if anything, is currently missing from the City of Dayton which, if present, would greatly improve the quality of life for residents? | DON'T KNOW/REFUSED.....3%
NOTHING.....26%
MORE CITY SERVICES....11%
BETTER STREET
MAINTENANCE.....13%
JOBS.....10%
LOWER TAXES.....13%
PARK/TRAILS.....4%
SHOPPING/
ENTERTAINMENT.....10%
RESTAURANTS.....4%
SCATTERED.....6% |

I would now like to read a list of characteristics which are a part of the overall quality of life in a community. First, for each one tell me if it is a very important aspect of quality of life, a somewhat important aspect, a not too important aspect or not at all important aspect of quality of life.

	VIM	SIM	NTI	NAA	DKR
13. City parks?	51%	42%	6%	1%	0%
14. City trails?	50%	44%	5%	1%	0%
15. Recreational programs?	26%	58%	14%	2%	0%
16. Schools?	65%	26%	5%	4%	0%
17. Public open spaces?	46%	46%	9%	0%	0%
18. Public safety?	90%	10%	0%	0%	0%
19. Community events?	32%	58%	10%	0%	0%
20. Public transportation?	23%	45%	25%	8%	0%
21. Retail shopping opportunities?	38%	45%	15%	2%	0%
22. Dining and entertainment opportunities?	41%	47%	11%	1%	0%

Now for each one, please rate the City of Dayton on that characteristic as excellent, good, only fair, or poor.

	EXC	GOO	FAI	POO	DKR
23. City parks?	32%	59%	9%	0%	0%
24. City trails?	35%	53%	11%	0%	1%
25. Recreational programs?	19%	59%	17%	1%	5%
26. Schools?	36%	54%	6%	1%	4%
27. Public open spaces?	30%	61%	10%	0%	0%
28. Public safety?	44%	49%	7%	0%	0%
29. Community events?	20%	62%	18%	0%	1%
30. Public transportation?	8%	31%	50%	9%	3%
31. Retail shopping opportunities?	9%	45%	32%	14%	0%
32. Dining and entertainment opportunities?	9%	46%	31%	15%	0%

Turning to city services....

33. Do you think the quality of city services has been able to keep pace with growth in Dayton?	YES.....60%
	NO.....37%
	DON'T KNOW/REFUSED.....3%

IF "NO," ASK: (n=148)

34. What services, in particular, have not been able to keep pace?	DON'T KNOW/REFUSED.....1%
	STREET MAINTENANCE....33%
	PARKS/TRAILS.....5%
	POLICE.....9%
	FIRE.....10%
	DEVELOPMENT/PLANNING..36%
	TRANSIT.....2%
	SCATTERED.....4%

I would like to read you a list of a few city services. For each one, please tell me whether you would rate the quality of the service as excellent, good, only fair, or poor?

	EXC	GOO	FAI	POO	DKR
35. Police protection?	46%	48%	6%	0%	0%
36. Fire protection?	47%	44%	9%	0%	1%
37. Storm water run-off and drainage?	14%	54%	30%	1%	1%
38. Park maintenance?	25%	55%	20%	1%	0%
39. Park facilities?	29%	58%	13%	0%	0%
40. Administration?	24%	60%	14%	2%	0%
41. Utility billing?	20%	61%	16%	4%	0%
42. Building inspections?	11%	58%	23%	1%	8%
43. City drinking water?	21%	51%	21%	7%	1%
44. City planning?	24%	35%	34%	5%	3%
45. Communications?	19%	62%	14%	3%	2%

For the next two city services, please consider only their job on city-maintained streets and roads in neighborhoods. That means you should exclude state and county roads, such as Dayton River Road and Fernbrook Lane, that are taken care of by other levels of government and private roads in neighborhoods. Keeping that in mind, would you rate each of the following as excellent, good, only fair, or poor.....

	EXC	GOO	FAI	POO	DKR
46. Snowplowing of city streets?	26%	52%	21%	2%	0%
47. City street maintenance?	19%	43%	34%	5%	0%

I am going to re-read the list of city services. For each service, please tell me if you would support an increase in funding for the service, keep the funding for the service at its current level, make cuts in the funding for the service, or eliminate funding for the service. (ROTATE)

	INC	KEE	CUT	ELM	DKR
48. Police protection?	38%	62%	0%	0%	0%
49. Fire protection?	40%	60%	1%	0%	0%
50. Storm water run-off and drainage?	19%	68%	12%	0%	1%
51. Park maintenance?	20%	74%	7%	0%	0%
52. Park facilities?	17%	76%	7%	0%	0%
53. Administration?	9%	79%	12%	0%	1%
54. Utility billing?	5%	80%	13%	0%	2%
55. Building inspections?	7%	69%	19%	1%	5%
56. City drinking water?	47%	52%	1%	0%	0%
57. City planning?	38%	55%	6%	1%	0%

	INC	KEE	CUT	ELM	DKR
58. Communications?	17%	72%	10%	2%	0%
59. Snowplowing of city streets?	38%	61%	1%	0%	0%
60. City street maintenance?	55%	44%	2%	0%	0%
61. Do you consider city property taxes in the City of Dayton to be very high, somewhat high, about average, somewhat low, or very low?	VERY HIGH.....18%	SOMEWHAT HIGH.....45%	ABOUT AVERAGE.....33%	SOMEWHAT LOW.....2%	VERY LOW.....0%
	DON'T KNOW/REFUSED.....3%				
62. When you consider the property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?	EXCELLENT.....12%	GOOD.....70%	ONLY FAIR.....15%	POOR.....1%	DON'T KNOW/REFUSED.....2%

Let's discuss police and fire service in the City of Dayton....

63. Over the past few years, have you had any interaction with the Dayton Police Department?	YES.....25%	NO.....75%	DON'T KNOW/REFUSED.....0%
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IF "YES," ASK: (n=98)

64.	How would you rate your experience with the police department - excellent, good, only fair, or poor?	EXCELLENT.....35%
		GOOD.....56%
		ONLY FAIR.....9%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%
65.	Over the past few years, have you had any interaction with the Dayton Fire Department?	YES.....18%
		NO.....82%
		DON'T KNOW/REFUSED.....1%

IF "YES," ASK: (n=71)

66. How would you rate your experience with the fire department - excellent, good, only fair, or poor?	EXCELLENT.....55%	GOOD.....41%	ONLY FAIR.....4%	POOR.....0%	DON'T KNOW/REFUSED.....0%
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As residential growth continues, a study done for the City determined there will be a need in the near future to relocate a fire station to the southern area of the city. This station would

allow space to grow the department and lower response times across the city.

67. How much would you be willing to see your property taxes increase to fund the relocation of a fire station, would you be willing to see your property taxes increase by \$__ a month or \$__ a year? (CHOOSE RANDOM STARTING POINT; MOVE UP OR DOWN DEPENDING ON RESPONSE) How about \$__ per month or \$__ a year?
- | | |
|-------------------------|-----|
| NOTHING..... | 21% |
| \$10/\$120..... | 47% |
| \$20/\$240..... | 21% |
| \$30/\$360..... | 4% |
| \$40/\$480..... | 1% |
| \$50/\$600..... | 0% |
| OVER \$50/\$600..... | 0% |
| DON'T KNOW/REFUSED..... | 7% |

Most communities have one of two systems for trash collection. Dayton has an open collection system, where residents choose any of the haulers licensed by the City. Some cities use a collection system in which the City manages the system, negotiates prices and standardizes services for residential trash collection.

68. Would you support or oppose the City of Dayton changing from the current system in which residents choose their trash hauler to a system where the City manages collection? (WAIT FOR RESPONSE) Do you feel strongly that way?
- | | |
|-------------------------|-----|
| STRONGLY SUPPORT..... | 9% |
| SUPPORT..... | 38% |
| OPPOSE..... | 32% |
| STRONGLY OPPOSE..... | 13% |
| DON'T KNOW/REFUSED..... | 8% |

IF A RESPONSE IS GIVEN, ASK: (n=367)

69. Could you tell me one or two reasons for your decision?
- | | |
|---|-----|
| DON'T KNOW/REFUSED..... | 0% |
| SUPPORT/LOWER COST.... | 23% |
| SUPPORT/BETTER SERVICE.. | 8% |
| SUPPORT/BETTER FOR STREET MAINTENANCE.. | 11% |
| SUPPORT/LESS TRUCK TRAFFIC..... | 10% |
| OPPOSE/WANT CHOICE.... | 26% |
| OPPOSE/LIKE CURRENT HAULER..... | 15% |
| OPPOSE/LOWER COST..... | 2% |
| OPPOSE/BETTER SERVICE.. | 4% |
| SCATTERED..... | 2% |

I would like to read a list of aspects of trash collection. For each one, please tell me if you think it is better under an open collection system or a City-managed collection system. (WAIT FOR RESPONSE) Do you feel strongly that way? If you have no opinion, just say so.... (ROTATE)

	STO	OPE	CIT	STC	DKR
70. Cost for trash collection?	20%	40%	24%	10%	7%
71. Pollution from trucks?	8%	27%	43%	14%	9%
72. Customer service?	23%	38%	24%	9%	7%
73. Pedestrian safety?	16%	29%	33%	12%	11%
74. Wear and tear on city streets?	9%	27%	40%	14%	10%

Changing topics....

75. Are there any types of development you would like to see in the city? (IF "YES," ASK:) What are they?	DON'T KNOW/REFUSED.....4%
	NO.....32%
	RETAIL/SERVICE
	BUSINESSES.....19%
	PARKS/TRAILS.....7%
	JOB-PRODUCING.....14%
	ENTERTAINMENT.....9%
	RESTAURANTS.....10%
	SCATTERED.....5%
76. Are there any types of development you would strongly oppose?	DON'T KNOW/REFUSED.....3%
	NO.....45%
	ANY HOUSING.....8%
	BIG-BOX RETAIL.....12%
	APARTMENTS.....8%
	AFFORDABLE HOUSING.....7%
	HIGH DENSITY HOUSING..14%
	SCATTERED.....3%

As the City of Dayton continues development....

77. Do you support or oppose the City providing financial incentives to attract specific types of development? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY SUPPORT.....12%
	SUPPORT.....54%
	OPPOSE.....20%
	STRONGLY OPPOSE.....7%
	DON'T KNOW/REFUSED.....8%

I would like to read you a list of characteristics of a community. For each one, please tell me if you think City of Dayton currently has too many or too much, too few or too little, or about the right amount.

	MANY /MCH	FEW/ LITT	ABT RGHT	DK/ REFD
78. Manufactured or mobile homes?	11%	29%	60%	1%
79. Rental apartments?	17%	30%	53%	1%
80. Townhouses?	9%	29%	61%	1%
81. Starter homes under \$300,000?	6%	47%	46%	1%

	MANY /MCH	FEW/ LITT	ABT RGHT	DK/ REFD
82. "Move up" housing between \$300,000 to \$750,000?	21%	9%	70%	1%
83. High-end housing over \$750,000?	29%	13%	58%	1%
84. Hobby farms and large lots over one and a half acres?	3%	41%	55%	1%
85. Assisted living?	3%	46%	48%	4%
86. One-level senior housing maintained by an association?	3%	57%	36%	4%
87. Parks and open spaces?	14%	12%	74%	0%
88. Trails and bikeways?	12%	18%	70%	0%
89. Job producing businesses?	2%	47%	51%	1%
90. Service and retail establishments?	1%	44%	55%	0%
91. Entertainment establishments?	2%	45%	53%	0%
92. Restaurants?	2%	45%	54%	0%

Increased housing density involves building more housing units in a specific area designed to accommodate a higher number of people.

93. How would you rate the importance of increasing housing density through-	VERY IMPORTANT.....5%
out the city - very important, some-	SOMEWHAT IMPORTANT....42%
what important, not too important,	NOT TOO IMPORTANT.....31%
or not at all important?	NOT AT ALL IMPORTANT..19%
	DON'T KNOW/REFUSED.....3%

Changing topics....

94. How would you rate park and recreation amenities in the City of Dayton - excellent, good, only fair, or poor?	EXCELLENT.....19%
	GOOD.....73%
	ONLY FAIR.....7%
	POOR.....1%
	DON'T KNOW/REFUSED.....1%
95. Does the current mix of park and recreational amenities in the city adequately meet the needs of your household?	YES.....85%
	NO.....11%
	DON'T KNOW/REFUSED.....4%

IF "NO," ASK: (n=44)

96.	What additional park and recreational amenities would you like to see offered?	DON'T KNOW/REFUSED.....0% MORE PARKS.....14% MORE TRAILS.....50% COMMUNITY CENTER.....18% SPLASH PAD.....9% ATHLETIC FIELDS.....7% FISHING PIER.....2%
97.	How important are park and recreational facilities to your overall quality of life in Dayton - is it very important, somewhat important, not too important, or not at all important?	VERY IMPORTANT.....39% SOMEWHAT IMPORTANT....47% NOT TOO IMPORTANT.....13% NOT AT ALL IMPORTANT...2% DON'T KNOW/REFUSED.....0%
98.	How important is the quality and appearance of city park and recreational facilities to the value of your home - very important, somewhat important, not too important, or not at all important?	VERY IMPORTANT.....34% SOMEWHAT IMPORTANT....54% NOT TOO IMPORTANT.....10% NOT AT ALL IMPORTANT...1% DON'T KNOW/REFUSED.....1%
99.	During the past year, have you or members of your household visited Elsie Stephens Park on the Mississippi River? (IF "YES," ASK:) How would you rate Elsie Stephens Park - excellent, good, only fair, or poor?	NO.....46% YES/EXCELLENT.....13% YES/GOOD.....37% YES/ONLY FAIR.....4% YES/POOR.....0% DON'T KNOW/REFUSED.....0%
100.	During the past year, have you or members of your household visited the Elm Creek Park Reserve?	YES.....53% NO.....46% DON'T KNOW/REFUSED.....1%
IF "YES," ASK: (n=213)		
101.	Was the City of Dayton's proximity to the Elm Creek Park Preserve a major factor in your decision to move to Dayton, a minor factor, or was it not a factor all?	MAJOR FACTOR.....15% MINOR FACTOR.....25% NOT A FACTOR.....60% DON'T KNOW/REFUSED.....0%

Over the past few years, the City of Dayton has conducted a system-wide review of the city's parks and trails system. The purpose of this review was to determine trends and community priorities for making improvements to the parks and trails system.

For each of the following, please tell me if you would strongly support a property tax increase for that purpose, somewhat support, somewhat oppose, or strongly oppose a property tax increase for that purpose. (ROTATE)

	STS	SMS	SMO	STO	DKR
102. Additional pedestrian and bicycling trails?	30%	38%	23%	9%	1%
103. Additional horseback riding trails?	14%	36%	29%	18%	3%
104. Additional snowmobiling trails?	16%	33%	29%	20%	3%
105. Construction of a splash pad?	27%	34%	25%	13%	1%
106. Construction of an indoor sports complex, including a fieldhouse or dome with artificial turf athletic fields?	19%	39%	26%	15%	2%
107. Pickleball courts?	20%	46%	23%	9%	2%
108. Construction of a large outdoor community park with athletic fields and playground?	24%	44%	21%	8%	3%
109. A Veteran's Memorial?	38%	46%	12%	4%	1%
110. A bandshell for concerts?	24%	47%	21%	7%	2%
111. Docks and fishing pier?	37%	41%	17%	4%	0%
112. Picnic shelters?	32%	43%	18%	7%	0%
113. An off-leash dog park?	35%	37%	19%	8%	1%

Suppose the City of Dayton proposed a parks and recreational facilities referendum which you considered to be a reasonable approach. The proposal would be placed on a referendum ballot for approval by the voters. In order to fund construction, residents would be asked to approve a property tax increase for a twenty year period.

114. How much would you be willing to see NOTHING.....	19%
your property taxes increase to fund \$6/\$72.....	39%
these improvements? Let's say, \$12/\$144.....	22%
would you be willing to see your \$18/\$216.....	9%
property taxes increase by \$__ a \$24/\$288.....	4%
month or \$__ a year? (CHOOSE RANDOM \$30/\$360.....	1%
STARTING POINT; MOVE UP OR DOWN DE- OVER \$30/\$360.....	0%
PENDING ON RESPONSE) How about \$__ DON'T KNOW/REFUSED.....	5%
a month or \$__ a year?	
115. Have you or members of your house- NO.....	58%
hold attended programs at the Act- YES/EXCELLENT.....	9%
ivities Center? (IF "YES," ASK:) YES/GOOD.....	32%
How would you rate your experience YES/ONLY FAIR.....	2%
- excellent, good, only fair, or YES/POOR.....	0%
poor? DON'T KNOW/REFUSED.....	0%

116. Are there any changes or improvements you would like to see to the programs offered at the Activities Center?

UNSURE, 18%; NO, 76%; MORE CHILDREN ENRICHMENT PROGRAMS, 2%; SCATTERED, 4%.

The City of Dayton hosts many city events, including Holly Dayton, the Easter Egg Hunt, Jack-O-Lantern Trail, and Family Fun Night.

117. Have you or members of your household participated in any city events? (IF "YES," ASK:) How would you rate your experience - excellent, good, only fair, or poor?	NO.....46%
	YES/EXCELLENT.....14%
	YES/GOOD.....35%
	YES/ONLY FAIR.....5%
	YES/POOR.....0%
	DON'T KNOW/REFUSED.....0%

118. Are there any changes or improvements you would like to see to city events?

UNSURE, 17%; NO, 78%; MORE PARKING, 2%; MORE VARIETY OF EVENTS, 2%; SCATTERED, 2%.

Moving on...

119. Other than voting, do you feel that if you wanted to, you could have a say about the way things are run in the City of Dayton?	YES.....70%
	NO.....21%
	DON'T KNOW/REFUSED.....9%

120. How much do you know about the work of the Mayor and City Council - a great deal, a fair amount, very little, or none at all?	A GREAT DEAL.....11%
	A FAIR AMOUNT.....48%
	VERY LITTLE.....33%
	NONE AT ALL.....9%
	DON'T KNOW/REFUSED.....0%

121. From what you know, do you approve or disapprove of the job of the Mayor or City Council are doing? (WAIT FOR RESPONSE) And do you feel strongly that way?	STRONGLY APPROVE.....23%
	SOMEWHAT APPROVE.....64%
	SOMEWHAT DISAPPROVE.....9%
	STRONGLY DISAPPROVE.....1%
	DON'T KNOW/REFUSED.....4%

122. How much first hand contact have you had with the Dayton City staff - quite a lot, some, very little, or none?	QUITE A LOT.....7%
	SOME.....41%
	VERY LITTLE.....38%
	NONE.....14%
	DON'T KNOW/REFUSED.....0%

123. From what you have heard or seen, how would you rate the job performance of the Dayton City staff - excellent, good, only fair, or poor?	EXCELLENT.....11% GOOD.....75% ONLY FAIR.....12% POOR.....0% DON'T KNOW/REFUSED.....2%
124. During the past year, have you Visited or contacted Dayton City Hall in-person, on the telephone, or using the website?	YES.....39% NO.....61% DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=155)

Thinking about your last contact with the City, for each of the following characteristics, please rate the service as excellent, good, only fair, or poor....

	EXC	GOO	FAI	POO	DKR
125. Wait time for city staff to respond?	14%	61%	22%	3%	1%
126. Ease of reaching a city staff member who could help you?	28%	56%	13%	3%	1%
127. Courtesy of the city staff?	32%	63%	3%	1%	1%
128. Efficiency of the city staff?	30%	60%	10%	1%	0%

Turning to city communications....

129. What is your principal source of information about Dayton City Government and its activities?	DON'T KNOW/REFUSED.....0% NONE.....2% CITY NEWSLETTER.....40% CITY SOCIAL MEDIA.....15% WORD OF MOUTH.....15% LOCAL NEWSPAPER.....7% MAILINGS.....11% COMMUNITY SOCIAL MEDIA.8% SCATTERED.....2%
130. If you could choose the best way for you to receive information about your City Government and the issues facing the community, what would it be?	DON'T KNOW/REFUSED.....0% NONE.....2% CITY NEWSLETTER.....45% CITY SOCIAL MEDIA.....14% WORD OF MOUTH.....6% LOCAL NEWSPAPER.....7% MAILINGS.....15% COMMUNITY SOCIAL MEDIA.8% SCATTERED.....3%

The City publishes a newsletter called the *Dayton Communicator*, which is mailed to all residents quarterly.

131. Do you read this newsletter?	YES.....72%
	NO.....28%
	DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=287)

132. How would you evaluate its content and format - excellent, good, only fair, or poor?	EXCELLENT.....17%
	GOOD.....75%
	ONLY FAIR.....8%
	POOR.....0%
	DON'T KNOW/REFUSED.....0%

133. Do you have access to the Internet?	YES.....91%
	NO.....9%
	DON'T KNOW/REFUSED.....0%

IF INTERNET ACCESS, ASK: (n=364)

134. Have you or any member of your household accessed the City of Dayton website?	YES.....60%
	NO.....40%
	DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=218)

135. How often do you visit the City's website - frequently, occasionally, rarely, or whenever needed?	FREQUENTLY.....15%
	OCCASIONALLY.....51%
	RARELY.....21%
	WHENEVER NEEDED.....14%
	DON'T KNOW/REFUSED.....0%

136. How would you evaluate the content of the City's website - excellent, good, only fair, or poor?	EXCELLENT.....9%
	GOOD.....84%
	ONLY FAIR.....7%
	POOR.....1%
	DON'T KNOW/REFUSED.....0%

137. How would you rate the ease of navigating the City's website and finding information you were looking for - excellent, good, only fair, or poor?	EXCELLENT.....13%
	GOOD.....81%
	ONLY FAIR.....6%
	POOR.....0%
	DON'T KNOW/REFUSED.....0%

138. Have you used the City of Dayton Government Facebook or Instagram to receive information from the City?	YES.....44%
	NO.....56%
	DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=161)

139. How would you rate the City's social media - excellent, good, only fair, or poor?	EXCELLENT.....22%
	GOOD.....73%
	ONLY FAIR.....5%
	POOR.....0%
	DON'T KNOW/REFUSED.....0%
140. Have you used the City of Dayton app?	YES.....34%
	NO.....66%
	DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=87)

141. How would you rate the City's app - excellent, good, only fair, or poor?	EXCELLENT.....9%
	GOOD.....83%
	ONLY FAIR.....8%
	POOR.....0%
	DON'T KNOW/REFUSED.....0%

Now, just a few more questions for demographic purposes....

Could you please tell me how many people in each of the following age groups live in your household. Let's start with the oldest. Be sure to include yourself.

142. First, persons 65 or over?	NONE.....81%
	ONE.....7%
	TWO OR MORE.....12%
143. Adults under 65?	NONE.....13%
	ONE.....18%
	TWO.....65%
	THREE OR MORE.....5%
144. School-aged or preschool children?	NONE.....65%
	ONE.....14%
	TWO.....15%
	THREE OF MORE.....6%
145. What is your age, please?	18-34.....30%
	35-54.....40%
	55 AND OVER.....30%
	REFUSED.....0%

IF "55 AND OVER," ASK: (n=120)

146. Are there any recreation programs or activities that you would be interested in the City of Dayton offering?

UNSURE, 27%; NO, 58%; ART CLASSES, 2%; FITNESS CLASSES, 3%; SENIOR TECHNOLOGY SKILLS, 3%; CARDS/GAME CLUBS, 2%; SCATTERED, 5%.

- | | |
|---|---------------------------|
| 147. Finally, thinking about your household finances, how would you describe your financial situation, would you say that - | STATEMENT A.....2% |
| A) Your monthly expenses are exceeding your income; | STATEMENT B.....31% |
| B) You are meeting your monthly expenses but are putting aside little or no savings; | STATEMENT C.....52% |
| C) You are managing comfortably while putting some money aside; | STATEMENT D.....14% |
| D) Managing very well? | DON'T KNOW/REFUSED.....2% |
| | |
| 148. Gender (BY OBSERVATION) | MALE.....48% |
| | FEMALE.....52% |
| | |
| 149. Precinct (FROM LIST) | ONE.....32% |
| | TWO.....26% |
| | THREE.....43% |

Payments to be approved at City Council Meeting July 14, 2026

	<u>Totals</u>
Claims Roster 07-14-2026	\$ 1,333,641.30
Prepaid 06-18-2026 EB	\$ 132,270.37
Prepaid 07-02-2026 EB	\$ 132,357.84

Total Payments:	\$ 1,598,269.51
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Payroll 06-18-2026 Bi-Weekly 13	\$ 124,973.20
Payroll 07-02-2026 Bi-Weekly 14	\$ 130,906.89

Check # sequence to be approved by City Council from meeting date of 7/14/2026:

Checks # 081022-081095

07/08/2026 INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 07/14/2026 - 07/14/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt
	ABDO LLP	07/08/2026	07/14/2026	4,050.00
	PROFESSIONAL SRVS HR ASSISTANCE-JUL 2026 CHOYT			
101-41500-50300	PROFESSIONAL SRVS HR ASSISTANCE-JUL			4,050.00
	AMERICAN LEGAL PUBLISHING CORP	06/30/2026	07/14/2026	465.00
	2026 S-12 SUPPLEMENT PAGES (CODE)-25 CHOYT			
101-41420-50352	2026 S-12 SUPPLEMENT PAGES (CODE)			465.00
	AMERICAN LEGAL PUBLISHING CORP	06/30/2026	07/14/2026	150.00
	2026-S-12 ONLINE CODE SUPPLEMENT PAGES CHOYT			
101-41710-50321	2026-S-12 ONLINE CODE SUPPLEMENT PAGES			150.00
	ANTHONY KEMPENICH	07/07/2026	07/14/2026	158.97
	UB refund for account: 6230 CHOYT			
601-00000-15550	CREDIT FORWARD			158.97
	ASPEN MILLS	07/06/2026	07/14/2026	59.95
	FD; UNIFORM- MEYER CHOYT			
101-42260-50217	FD; UNIFORM- MEYER			59.95
	ASPEN MILLS	07/06/2026	07/14/2026	59.95
	FD; UNIFORM-LEFEBVRE CHOYT			
101-42260-50217	FD; UNIFORM			59.95

ASPEN MILLS	07/06/2026	07/14/2026	59.95
FD; UNIFORM-BERNENS	CHOYT		
101-42260-50217	FD; UNIFORM-BERNENS		59.95
ASPEN MILLS	07/06/2026	07/14/2026	59.95
FD; UNIFORM-KNUTSON	CHOYT		
101-42260-50217	FD; UNIFORM-KNUTSON		59.95
ASPEN MILLS	07/06/2026	07/14/2026	197.70
PD; UNIFORM-MOSER	CHOYT		
101-42120-50217	PD; UNIFORM-MOSER		197.70
ASPEN MILLS	07/08/2026	07/14/2026	59.95
FD; UNIFORM-KNIGHT	CHOYT		
101-42260-50217	FD; UNIFORM-KNIGHT		59.95
ASPEN MILLS	07/08/2026	07/14/2026	59.95
FD; UNIFORM-KOSKI	CHOYT		
101-42260-50217	FD; UNIFORM-KOSKI		59.95
ASPEN MILLS	07/08/2026	07/14/2026	59.95
FD; UNIFORM-RIZNER	CHOYT		
101-42260-50217	FD; UNIFORM-RIZNER		59.95
BANK FEE-ADJ	05/07/2026	05/07/2026	4.00
CHG BACK FEE UB 1889	D Brunette		
101-41500-50309	CHG BACK FEE UB 1889		4.00
BANK FEE-ADJ	05/29/2026	05/29/2026	65.00
MAY CASH MGMT/REMOTE DEPOSIT FEE	D Brunette		
101-41500-50309	MAY CASH MGMT		25.00
101-41500-50309	MAY REMOTE DEP SVC FEE		40.00

BANK FEE-ADJ	06/30/2026	06/30/2026	65.00
CASH MGMT/REMOTE DEPOSIT SVC FEE	D Brunette		
101-41500-50309 CASH MGMT			25.00
101-41500-50309 REMOTE DEPOSIT SVC FEE			40.00
BEATY, SCHYLER	07/07/2026	07/14/2026	48.44
UB refund for account: 5126	CHOYT		
601-00000-15550 CREDIT FORWARD			48.44
BEAUDRY	06/30/2026	07/14/2026	1,504.84
PW; ULS #2 DYED DIESEL B20 -408.70	CHOYT		
101-43100-50212 PW; ULS #2 DYED DIESEL B20 -408.70			1,504.84
BEAUDRY	06/30/2026	07/14/2026	1,604.73
PW; UNLEADED 87 -509.60	CHOYT		
101-43100-50212 PW; UNLEADED 87 -509.60			1,604.73
BEAUDRY	07/01/2026	07/14/2026	740.21
PW; ULS #2 DYED DIESEL B20-208.10	CHOYT		
101-43100-50212 PW; ULS #2 DYED DIESEL B20-208.10			740.21
BEAUDRY	07/01/2026	07/14/2026	1,520.02
PW; UNLEADED 87 -482.70	CHOYT		
101-43100-50212 PW; UNLEADED 87 -482.70			1,520.02
BLACK & VEATCH	07/06/2026	07/14/2026	0.00
WELL 4 & 5 FILTRATION DET DES; APR 2026	CHOYT		
601-00000-16500 WELL 4 & 5 FILTRATION DET DES; APR 2026			28,472.46
C. VISION PRODUCTION	06/30/2026	07/14/2026	3,525.00
VIDEO TECH; JUN 2026	CHOYT		
226-41900-50430 VIDEO TECH; JUN 2026			3,525.00

CAMPION, BARROW & ASSOCIATES, INC	06/30/2026	07/14/2026	1,200.00
MN PUBLIC SAFETY-FITNESS FOR DUTY 6/24	CHOYT		
101-42260-50300	MN PUBLIC SAFETY-FITNESS FOR DUTY 6/24		1,200.00
CARISSA HOYT	07/07/2026	07/14/2026	60.90
MILEAGE; APR-JUN 2026	CHOYT		
101-41500-50331	MILEAGE; APR-JUN 2026		60.90
CARSON, CLELLAND & SCHREDER	07/01/2026	07/14/2026	2,400.00
CRIMINAL PROSECUTION; JUN 2026	CHOYT		
101-41640-50305	CRIMINAL PROSECUTION; JUN 2026		2,400.00
CEMSTONE PRODUCTS COMPANY	07/06/2026	07/14/2026	2,344.50
PARKS; IMPROVEMENTS OTHER THAN BLDGS	CHOYT		
101-45200-50530	PARKS; IMPROVEMENTS OTHER THAN BLDGS		2,344.50
CEMSTONE PRODUCTS COMPANY	07/06/2026	07/14/2026	611.20
PARKS; IMPROVEMENTS OTHER THAN BLDGS	CHOYT		
101-45200-50530	PARKS; IMPROVEMENTS OTHER THAN BLDGS		611.20
CEMSTONE PRODUCTS COMPANY	07/06/2026	07/14/2026	621.50
PARKS; IMPROVEMENTS OTHER THAN BLDGS	CHOYT		
101-45200-50530	PARKS; IMPROVEMENTS OTHER THAN BLDGS		621.50
CENTERPOINT ENERGY	07/07/2026	07/14/2026	345.08
CH GAS UTILITIES; 8000014132-7 MAY 2026	CHOYT		
101-41810-50383	CH GAS UTILITIES; 8000014132-7 MAY 2026		345.08
CENTRAL HYDRAULICS, INC	07/06/2026	07/14/2026	124.04
PW; SKID LOADER GRAPPLE BUCKET HOSE	CHOYT		
101-43100-50220	PW; REPAIR/MAINT		124.04
CENTURY COLLEGE	07/08/2026	07/14/2026	8,800.00

AERIAL APPARATUS OPERATOR TRAINING X16	CHOYT		
101-42260-50208	AERIAL APPARATUS OPERATOR TRAINING X16		8,800.00
CENTURYLINK	06/30/2026	07/14/2026	49.69
PW; 763 428-7345 JUN-JUL 2026	CHOYT		
101-41810-50321	PW; 763 428-7345		49.69
CENTURYLINK	06/30/2026	07/14/2026	216.30
PW; 763 323-0023 WATER SYSTEM SCADA/LANDI	CHOYT		
601-49400-50321	PW; 763 323-0023 WATER SYSTEM SCADA		108.15
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE		108.15
CHEJARLA, MAHESH & SUMATHI	07/07/2026	07/14/2026	12.96
UB refund for account: 4994	CHOYT		
601-00000-15550	CREDIT FORWARD		12.96
CHRISTINA GLEASON	07/07/2026	07/14/2026	9.46
UB refund for account: 6913	CHOYT		
601-00000-15550	CREDIT FORWARD		9.46
CINTAS	06/22/2026	07/14/2026	153.10
PW; UNIFORMS	CHOYT		
101-43100-50217	PW; UNIFORMS		153.10
CINTAS	06/24/2026	07/14/2026	40.81
PW; EYEWASH SERVICE AGREEMENT	CHOYT		
101-41810-50308	PW; EYEWASH SERVICE AGREEMENT		40.81
CINTAS	06/30/2026	07/14/2026	158.30
PW; UNIFORMS	CHOYT		
101-43100-50217	PW; UNIFORMS		158.30
CINTAS	07/06/2026	07/14/2026	198.36

PW; EYEWASH SERVICE AGREEMENT	CHOYT		
101-41810-50308	PW; EYEWASH SERVICE AGREEMENT		198.36
CINTAS	07/06/2026	07/14/2026	154.30
PW; UNIFORMS	CHOYT		
101-43100-50217	PW; UNIFORMS		154.30
CITY OF DAYTON	07/08/2026	07/14/2026	146.56
ACCT #7850 RENTAL 15060 N DIAMOND WA BILL	CHOYT		
601-49400-50210	ACCT #7850 RENTAL 15060 N DIAMOND WA BIL		146.56
CLIFTONLARSONALLEN LLP	06/22/2026	07/14/2026	8,400.00
AUDITING SERVICES 12/31/2025	CHOYT		
101-41620-50301	AUDITING SERVICES 12/31/2025		8,400.00
CMT JANITORIAL SERVICES	06/22/2026	07/14/2026	1,702.00
CONTRACT CLEANING JUL 2026	CHOYT		
101-41910-50308	CONTRACT SERVICES-OFC CLEANING		602.00
101-41810-50308	CONTRACT SERVICES-OFC CLEANING		1,000.00
101-41910-50308	CONTRACT SERVICES-ADDITIONAL CLEAN A/C		100.00
COMFORT MATTERS	06/24/2026	07/14/2026	479.00
BUILDING REPAIR;14695 DAYTON RIVER	CHOYT		
101-41810-50223	BUILDING REPAIR;14695 DAYTON RIVER		479.00
CONNEXUS ENERGY	06/22/2026	07/14/2026	35.69
399445-332040 15199 116TH AVE N-IRR MAY-JUL	CHOYT		
101-45200-50381	399445-332040 15199 116TH AVE N-IRR		35.69
CONNEXUS ENERGY	06/30/2026	07/14/2026	8,895.46
ELECTRIC SERVICES; MAY-JUN 2026	CHOYT		
101-43100-50230	172514- ST LIGHTS		42.55
101-43100-50230	172516- ST LIGHTS		2,727.97

101-43100-50230	172802- ST LIGHTS			70.71
101-43100-50230	172803- ST LIGHTS			277.87
101-42130-50381	173098- SIREN			21.40
602-49400-50381	178838- 141ST OUTBUILDING			36.64
601-49400-50381	299049- WELL#2			918.90
602-49400-50381	299195- ROSEWOOD LIFT STATION			64.55
601-49400-50381	299380- WATER TOWER			171.41
602-49400-50381	303882- PINEVIEW LIFT STATION			48.83
602-49400-50381	307062- HACKBERRY LIFT STATION			110.21
101-42130-50381	309045- 11671 E FRENCH SIREN			17.40
101-43100-50230	317271- 12600 129TH ST LIGHTS			78.11
101-43100-50230	324905-14503 KINGSVIEW ST LIGHTS			4,174.09
101-43100-50230	325071- 13699 PINEVIEW LANE ST LIGHTS			28.50
101-43100-50230	331681-14462 ANNAPOLIS LN ST LIGHTS			30.38
101-43100-50230	331682-11510 PINERIDGE WAY ST LIGHTS			75.94
CONNEXUS ENERGY	06/30/2026	07/14/2026		2,655.00
13999 141ST AVE N IRRIGATION	CHOYT			
601-49400-50300	13999 141ST AVE N IRRIGATION			2,655.00
COORDINATED BUSINESS SYSTEMS	06/30/2026	07/14/2026		137.03
ENGINEER PRINTER-KYOCERA COPIER MAY-JUN ;	CHOYT			
101-41810-50308	ENGINEER PRINTER-KYOCERA COPIER			137.03
CORNERSTONE	07/06/2026	07/14/2026		106.77
PW; REPAIR/MAINT	CHOYT			
101-43100-50220	PW; REPAIR/MAINT			106.77
CORNERSTONE	02/23/2026	07/14/2026		2,047.36
PW; REPAIR 2008 FORD F550	CHOYT			
101-43100-50220	PW; REPAIR 2008 FORD			2,047.36
CORNERSTONE	07/07/2026	07/14/2026		345.67

2020 DODGE DURANGO ADMIN VEH.REPAIRS	CHOYT		
101-41310-50331	ADMIN VEH.REPAIRS		345.67
CRYSTEEL MANUFACTURING	07/06/2026	07/14/2026	3,995.80
PW; REPAIR/MAINT	CHOYT		
101-43100-50220	PW; REPAIR/MAINT		3,995.80
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11533 POLARIS LN LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	11533 POLARIS LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11529 POLARIS LN LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	11529 POLARIS LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11537 POLARIS LN LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	11537 POLARIS LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15233 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15233 115TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15237 115TH AVE N LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15237 115TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15225 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100	15225 115TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15229 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		

420-00000-22100	15229 115TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15221 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15221 115TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15224 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15224 115TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15228 115TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15228 115TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15044 116TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15044 116TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15056 116TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15056 116TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15048 116TH AVE N LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15048 116TH AVE N LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
15068 116TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	15068 116TH AVE LANDSCAPE ESCROW RELEASE	3,000.00
DAVID WEEKLEY HOMES	07/06/2026 07/14/2026	3,000.00
16000 116TH AVE LANDSCAPE ESCROW RELEASE	CHOYT	
420-00000-22100	16000 116TH AVE LANDSCAPE ESCROW RELEASE	3,000.00

DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15916 116TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	15916 116TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15913 116TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	15913 116TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15917 116TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	15917 116TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
15909 116TH AVE N LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	15909 116TH AVE N LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
16008 116TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	16008 116TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
16004 116TH AVE LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	16004 116TH AVE LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11624 UPLAND LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11624 UPLAND LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11633 WESTON LA LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11633 WESTON LA LANDSCAPE ESCROW RELEASE		3,000.00

DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11641 WESTON LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11641 WESTON LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11632 WESTON LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11632 WESTON LN LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11600 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11600 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11604 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11604 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11608 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11608 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11612 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11612 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11613 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11613 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11616 NIAGARA LN LANDSCAPE ESCROW RELEASE CHOYT			
420-00000-22100	11616 NIAGARA LN LANDSCAPE ESCROW RELEASES		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00

11617 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11617 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11620 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11620 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11621 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11621 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11624 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11624 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11625 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11625 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/06/2026	07/14/2026	3,000.00
11628 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11628 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11629 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	LANDSCAPE ESCROW RELEASE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11632 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			
420-00000-22100	11632 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11636 NIAGARA LN LANDSCAPE ESCROW RELEA: CHOYT			

420-00000-22100	11636 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11637 NIAGARA LN LANDSCAPE ESCROW RELEA	CHOYT		
420-00000-22100	11637 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11640 NIAGARA LN N LANDSCAPE ESCROW RELE	CHOYT		
420-00000-22100	11640 NIAGARA LN N LANDSCAPE ESCROW RELE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11641 NIAGARA LN LANDSCAPE ESCROW RELEA	CHOYT		
420-00000-22100	11641 NIAGARA LN LANDSCAPE ESCROW RELEAS		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11601 MINNESOTA LN LANDSCAPE ESCROW REL	CHOYT		
420-00000-22100	11601 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11605 MINNESOTA LN LANDSCAPE ESCROW REL	CHOYT		
420-00000-22100	11605 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11606 MINNESOTA LN N LANDSCAPE ESCROW R	CHOYT		
420-00000-22100	11606 MINNESOTA LN N LANDSCAPE ESCROW RE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11614 MINNESOTA LN LANDSCAPE ESCROW REL	CHOYT		
420-00000-22100	11614 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11618 MINNESOTA LN LANDSCAPE ESCROW REL	CHOYT		
420-00000-22100	11618 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00

DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11633 MINNESOTA LN LANDSCAPE ESCROW REL CHOYT			
420-00000-22100	11633 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00
DAVID WEEKLEY HOMES	07/07/2026	07/14/2026	3,000.00
11657 MINNESOTA LN LANDSCAPE ESCROW REL CHOYT			
420-00000-22100	11657 MINNESOTA LN LANDSCAPE ESCROW RELE		3,000.00
DERK SCHWIEGER	07/07/2026	07/14/2026	23.80
UB refund for account: 6339	CHOYT		
601-00000-15550	CREDIT FORWARD		23.80
DIAMOND LK IMPROV. ASSOCIATION	06/22/2026	07/14/2026	15,000.00
DIAMOND LK IMPROVEMENT-2026 CONTRIBUTIO CHOYT			
101-49999-50450	DIAMOND LK IMPROVEMENT-2026 CONTRIBUTION		15,000.00
ECKBERG LAMMERS PC	07/08/2026	07/14/2026	1,970.54
PROFESSIONAL SVRS JUN 2026	CHOYT		
225-41710-50300	PROFESSIONAL SRVS		1,366.50
101-41640-50312	LEGAL OTHER		604.04
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	23,681.25
3,610,000.00 GENERAL OBLIGATION BOND SERIES CHOYT			
355-47000-50611	GENERAL OBLIGATION BOND SERIES 2016A		23,681.25
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	475.00
GENERAL OBLIGATION BOND SERIES 2016A AGEI CHOYT			
355-47000-50300	GENERAL OBLIGATION BOND SERIES 2016A		475.00
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	475.00
GENERAL OBLIGATION REFUNDING BOND SERIES CHOYT			
342-41900-50300	GENERAL OBLIGATION BOND SERIES 2014A		475.00

EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	73,725.00
GENERAL OBLIGATION IMPROVEMENT REFUNDING CHOYT			
342-41900-50611	GENERAL OBLIGATION BOND SERIES 2014A		73,725.00
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	12,993.75
7,430,000.00 GENERAL OBLIGATION REFUNDING CHOYT			
342-41900-50611	GENERAL OBLIGATION BOND SERIES 2015A		12,993.75
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	237.50
7,430,000.00 GENERAL OBLIGATION IMPROV. RE CHOYT			
342-41900-50300	GENERAL OBLIGATION IMPROV. BOND 2015A		237.50
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	120,525.00
GENERAL OBLIGATION TAX INCREMENT BONDS S CHOYT			
379-47000-50611	GENERAL OBLIGATION TAX SERIES 2023A		120,525.00
EHLERS & ASSOCIATES, INC	06/23/2026	07/14/2026	9,300.00
1,935,000 GENERAL OBLIGATION IMPROV. BOND CHOYT			
378-47000-50611	GENERAL OBLIGATION SERIES 2020A		9,300.00
ELITE SANITATION	07/07/2026	07/14/2026	2,227.40
PW; PORTABLE RENTAL MAY-JUN 2026	CHOYT		
101-45200-50410	PW; PORTABLE RENTAL MAY-JUN		2,227.40
ENTERPRISE FM TRUST	07/07/2026	07/14/2026	11,374.39
MOTOR VEHICLES LEASING PROGRAM-JUL 2026	CHOYT		
401-42120-50550	MOTOR VEHICLES LEASING PROGRAM-JUL 2026		11,374.39
FEHN COMPANIES	07/06/2026	07/14/2026	897.68
PW; STREET MAINT-REPAIR	CHOYT		
101-43100-50224	PW; STREET MAINT-REPAIR		897.68

FEHN COMPANIES	07/06/2026	07/14/2026	267.14
PW; STREET MAINT-REPAIR	CHOYT		
101-43100-50224 PW; STREET MAINT-REPAIR			267.14
FORCE AMERICA DISTRIBUTING LLC	06/22/2026	07/14/2026	340.00
PW; 5MB FLAT DATA PLAN- MAY 2026	CHOYT		
101-43100-50210 PW; 5MB FLAT DATA PLAN- MAY 2026			340.00
FULLY PROMOTED-MAPLE GROVE	07/07/2026	07/14/2026	84.90
PW; UNIFORM /MONTGOMERY	CHOYT		
101-43100-50217 PW; UNIFORM /MONTGOMERY			84.90
GIFTY FLOMO	06/22/2026	07/14/2026	450.00
DAC RENTAL DEPOSIT REFUND: EVENT 6.13.2026	CHOYT		
101-00000-21716 DAC RENTAL DEPOSIT REFUND: 6.13.2026			450.00
GOPHER STATE ONE-CALL	07/06/2026	07/14/2026	531.90
394 BILLABLE TICKETS; JUNE 2026	CHOYT		
601-49400-50220 394 BILLABLE TICKETS; JUNE 2026			265.95
602-49400-50220 394 BILLABLE TICKETS; JUNE 2026			265.95
GUIDANCEPOINT TECHNOLOGIES	06/22/2026	07/14/2026	185.00
IT; PROFESSIONAL SRVS	CHOYT		
101-41820-50300 IT; PROFESSIONAL SRVS			185.00
GUIDANCEPOINT TECHNOLOGIES	06/22/2026	07/14/2026	2,988.00
M365 EXCHANGE EXTRA ID LICENSES JUN 2026	CHOYT		
101-41820-50309 M365 EXCHANGE EXTRA ID LICENSES			2,988.00
GUIDANCEPOINT TECHNOLOGIES	07/07/2026	07/14/2026	312.50
IT; PROFESSIONAL SRVS-NEW SETUP	CHOYT		
101-41820-50300 IT; PROFESSIONAL SRVS-NEW SETUP			312.50

HANSON BUILDERS	07/07/2026	07/14/2026	3,000.00
11148 KINGSVIEW LN N LANDSCAPE ESCROW RE CHOYT			
420-00000-22100	11148 KINGSVIEW LN N LANDSCAPE ESCROW RE		3,000.00
HANSON BUILDERS	07/07/2026	07/14/2026	3,000.00
11198 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11198 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
HANSON BUILDERS	07/07/2026	07/14/2026	3,000.00
11227 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11227 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
HANSON BUILDERS	07/07/2026	07/14/2026	3,000.00
11237 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11237 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
HAWKINS, INC	07/07/2026	07/14/2026	4,672.45
PW; CHEMICALS	CHOYT		
601-49400-50216	PW; CHEMICALS		4,672.45
HAWKINS, INC	07/07/2026	07/14/2026	2,290.99
PW; CHEMICALS	CHOYT		
601-49400-50216	PW; CHEMICALS		2,290.99
HAWKINS, INC	07/07/2026	07/14/2026	6,129.85
PW; CHEMICALS	CHOYT		
601-49400-50216	PW; CHEMICALS		6,129.85
HAWKINS, INC	07/07/2026	07/14/2026	3,835.08
PW; CHEMICALS	CHOYT		
601-49400-50216	PW; CHEMICALS		3,835.08
HENNEPIN COUNTY	07/08/2026	07/14/2026	2,254.82

FD; RADIO LEASE- JUN 2026	CHOYT		
101-42260-50320	FD; RADIO LEASE- JUN 2026		2,254.82
HENNEPIN COUNTY SHERIFFS OFFIC	07/07/2026	07/14/2026	176.04
PD; BOOKING FEES-MAY 2026	CHOYT		
101-42120-50306	PD; BOOKING FEES-MAY 2026		176.04
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	1,670.74
PROPERTY TAX PAYMENTS-16261 RICHARDSON	CHOYT		
225-41710-50370	PROPERTY TAX PAYMENTS-16261 RICHARDSON		1,670.74
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	4,286.34
PROPERTY TAX PAYMENTS-15060 DIAMOND	CHOYT		
601-49400-50370	PROPERTY TAX PAYMENTS-15060 DIAMOND		4,286.34
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	2,747.20
PROPERTY TAX PAYMENTS-29-120-22-44-0002	CHOYT		
410-41900-50370	PROPERTY TAX PAYMENTS-29-120-22 44 0002		2,747.20
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	2,877.14
PROPERTY TAX PAYMENTS-31-120-22 34 0007	CHOYT		
415-41900-50370	PROPERTY TAX PAYMENTS-31-120-22 34 0007		2,877.14
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	867.42
PROPERTY TAX PAYMENTS-18741 ROBINSON ST	CHOYT		
225-41710-50370	PROPERTY TAX PAYMENTS-18741 ROBINSON ST		867.42
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	1,017.78
PROPERTY TAX PAYMENTS-17-120-22-14-0003	CHOYT		
101-49999-50370	PROPERTY TAX PAYMENTS-17-120-22-14-0003		1,017.78
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	477.84
PROPERTY TAX PAYMENTS-16281 RICHARDSON	CHOYT		

225-41710-50370	PROPERTY TAX PAYMENTS-16281 RICHARDSON		477.84
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	461.54
PROPERTY TAX PAYMENTS-36-121-23-41-0011	CHOYT		
225-41710-50370	PROPERTY TAX PAYMENTS-36-121-23-41-0011		461.54
HENNEPIN COUNTY TREASURER	06/22/2026	07/14/2026	867.42
PROPERTY TAX PAYMENTS 31-121-22-31-0056	CHOYT		
225-41710-50370	PROPERTY TAX PAYMENTS 31-121-22-31-0056		867.42
HENNEPIN COUNTY TREASURER	06/30/2026	07/14/2026	1.12
PROPERTY TAX PAYMENTS-15193 116TH AVE N	CHOYT		
225-41710-50370	PROPERTY TAX PAYMENTS-15193 116TH AVE N		1.12
HP GROUP HEALTH NON-PATIENT A/R	06/22/2026	07/14/2026	105.25
EAP (CUST#12750101) MAY 2026	CHOYT		
101-41810-50205	EAP NON MEMBER(CUST# 12750101); MAY 2026		66.30
101-41810-50205	EAP MEMBER (CUST# 12750101); MAY 2026		38.95
HP GROUP HEALTH NON-PATIENT A/R	06/22/2026	07/14/2026	105.25
EAP (CUST#12750101) JUN 2026	CHOYT		
101-41810-50205	EAP NON MEMBER(CUST# 12750101);JUN 2026		66.30
101-41810-50205	EAP MEMBER (CUST# 12750101); JUN 2026		38.95
INSIDE OUTSIDE ARCHITECTURE	07/06/2026	07/14/2026	911.60
PW; PROFESSIONAL SRVS	CHOYT		
408-45300-50300	PW; PROFESSIONAL SRVS		911.60
INVOICE CLOUD	07/06/2026	07/14/2026	1,331.40
JUNE 2026 PROCESSING FEES	CHOYT		
101-41500-50309	EDP, SOFTWARE SVC		155.00
101-41660-50309	EDP, SOFTWARE SVC		11.25
601-49400-50309	EDP, SOFTWARE SVC		582.58

602-49400-50309	EDP, SOFTWARE SVC			582.57
INVOICE CLOUD		07/06/2026	07/14/2026	1,324.55
APR 2026 PROCESSING FEE		CHOYT		
101-41500-50309	EDP, SOFTWARE SVC			170.00
101-41660-50309	EDP, SOFTWARE SVC			7.50
601-49400-50309	EDP, SOFTWARE SVC			573.52
602-49400-50309	EDP, SOFTWARE SVC			573.53
INVOICE CLOUD		07/06/2026	07/14/2026	824.90
MAY 2026 PROCESSING FEES		CHOYT		
101-41500-50309	EDP, SOFTWARE SVC			65.00
101-41660-50309	EDP, SOFTWARE SVC			12.50
601-49400-50309	EDP, SOFTWARE SVC			373.70
602-49400-50309	EDP, SOFTWARE SVC			373.70
JENNY PELKEY		07/07/2026	07/14/2026	32.97
UB refund for account: 6858		CHOYT		
601-00000-15550	CREDIT FORWARD			32.97
JESSICA HARTFIEL THURSTON		07/06/2026	07/14/2026	2,334.00
EMBEDDED SOCIAL WORKER-JUN 2026		CHOYT		
101-42120-50300	EMBEDDED SOCIAL WORKER-JUN 2026			2,334.00
KATRINA SNELL		07/01/2026	07/14/2026	300.00
PARK RENTAL DEPOSIT REFUND:EVENT 6.20.2026		CHOYT		
101-00000-21716	PARK RENTAL DEPOSIT REFUND:6.20.2026			300.00
KEYS WELL DRILLING		07/06/2026	07/14/2026	755.00
WELL 4 BALANCE WELL MOTOR		CHOYT		
601-49400-50300	WELL 4 BALANCE WELL MOTOR			755.00
KIRCHOFF CONSTRUCTION, INC		07/08/2026	07/14/2026	28,050.23

PAY 1; RIVER HILLS FORCEMAIN ABANDONMENT CHOYT				
602-00000-20600	RETAINAGE PAYABLE			(1,476.32)
602-49400-50208	PAY1; RIVER HILLS FORCEMAIN ABANDONMENT			29,526.55
LANO EQUIPMENT INC		07/06/2026	07/14/2026	125.00
RENTALS (GENERAL)		CHOYT		
101-43100-50410	RENTALS (GENERAL)			125.00
LAUREL TREE FARMS		05/07/2026	07/14/2026	3,120.00
PW; TREES		CHOYT		
101-45200-50530	PW; TREES			3,120.00
LENAGHAN, PAM		07/07/2026	07/14/2026	118.90
UB refund for account: 2012		CHOYT		
601-00000-15550	CREDIT FORWARD			118.90
LENNAR		06/30/2026	07/14/2026	3,000.00
13524 142ND AVE LANDSCAPE ESCROW RELEAS	CHOYT			
420-00000-22100	13524 142ND AVE LANDSCAPE ESCROW REL			3,000.00
LENNAR		06/30/2026	07/14/2026	3,000.00
13534 142ND AVE LANDSCAPE ESCROW RELEAS	CHOYT			
420-00000-22100	13534 142ND AVE LANDSCAPE ESCROW RELEASE			3,000.00
LENNAR		06/30/2026	07/14/2026	3,000.00
13544 142ND AVE LANDSCAPE ESCROW RELEAS	CHOYT			
420-00000-22100	13544 142ND AVE LANDSCAPE ESCROW RELEASE			3,000.00
LENNAR		06/30/2026	07/14/2026	3,000.00
13554 142ND AVE LANDSCAPE ESCROW RELEAS	CHOYT			
420-00000-22100	13554 142ND AVE LANDSCAPE ESCROW RELEASE			3,000.00
LENNAR		06/30/2026	07/14/2026	3,000.00

13564 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13564 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13574 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13574 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13584 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13584 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13594 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13594 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13603 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13603 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13604 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13604 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13614 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13614 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13624 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13624 142ND AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	06/30/2026	07/14/2026	3,000.00
13634 142ND AVE LANDSCAPE ESCROW RELEAS CHOYT			

420-00000-22100	13634 142ND AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13644 142ND AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13644 142ND AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13774 142ND AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13774 142ND AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13784 142ND AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13784 142ND AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13722 141ST AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13722 141ST AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13751 141ST AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13751 141ST AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13761 141ST AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13761 141ST AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13771 141ST AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13771 141ST AVE LANDSCAPE ESCROW RELEASE	3,000.00
LENNAR	06/30/2026 07/14/2026	3,000.00
13785 143RD AVE LANDSCAPE ESCROW RELEASE CHOYT		
420-00000-22100	13785 143RD AVE LANDSCAPE ESCROW RELEASE	3,000.00

LENNAR	06/30/2026	07/14/2026	3,000.00
13795 143RD AVE LANDSCAPE ESCROW RELEAS CHOYT			
420-00000-22100	13795 143RD AVE LANDSCAPE ESCROW RELEASE		3,000.00
LENNAR	07/07/2026	07/14/2026	3,000.00
11247 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11247 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
LENNAR	07/07/2026	07/14/2026	3,000.00
11257 KINGSVIEW LN N LANDSCAPE ESCROW RE CHOYT			
420-00000-22100	11257 KINGSVIEW LN N LANDSCAPE ESCROW RE		3,000.00
LENNAR	07/07/2026	07/14/2026	3,000.00
11267 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11267 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
LENNAR	07/07/2026	07/14/2026	3,000.00
11298 KINGSVIEW LN LANDSCAPE ESCROW RELI CHOYT			
420-00000-22100	11298 KINGSVIEW LN LANDSCAPE ESCROW RELE		3,000.00
LETITIA NYAMOTA	06/30/2026	07/14/2026	450.00
DAC RENTAL DEPOSIT REFUND: EVENT 6/28 CHOYT			
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 6/28		450.00
LEVANG, CRAIG	07/07/2026	07/14/2026	66.57
UB refund for account: 2156 CHOYT			
601-00000-15550	CREDIT FORWARD		66.57
LYNDE & MCLEOD INC	07/06/2026	07/14/2026	442.36
YARD WASTE SITE ACTIVITY; AUG 2026 CHOYT			
101-41650-50387	YARD WASTE SITE RENTAL-AUG		442.36

LYNDE & MCLEOD INC	07/08/2026	07/14/2026	7,045.73
YARD WASTE SITE ACTIVITY; JUN 2026	CHOYT		
101-41650-50387 YARD WASTE BRUSH REMOVAL			6,751.80
101-41650-50387 YARD WASTE GRASS & LEAVES			582.80
101-41650-50387 YARD WASTE COMPOST REBATE			(288.87)
MACQUEEN	07/07/2026	07/14/2026	1,322.79
PD; 2023 DODGE DURANGO #2308	CHOYT		
401-42120-50580 PD; 2023 DODGE DURANGO #2308			1,322.79
MAGNEY CONSTRUCTION INC	07/08/2026	07/14/2026	136,970.05
PAY APP 24,25,26;WELL HEAD TREATMENT 4 & 5	CHOYT		
601-00000-16500 PAY APP24;WELL HEAD TREATMENT 4 & 5			36,068.00
601-00000-20600 RETAINAGE PAYABLE			(1,803.40)
601-00000-16500 PAY APP25;WELL HEAD TREATMENT 4 & 5			94,236.00
601-00000-20600 RETAINAGE PAYABLE			(4,711.80)
601-00000-16500 PAY APP26;WELL HEAD TREATMENT 4 & 5			13,875.00
601-00000-20600 RETAINAGE PAYABLE			(693.75)
MARK & TAMARA ZIPOY	07/07/2026	07/14/2026	42.10
UB refund for account: 7060	CHOYT		
601-00000-15550 CREDIT FORWARD			42.10
MENARDS - MAPLE GROVE	07/06/2026	07/14/2026	433.44
PW; SUPPLIES	CHOYT		
101-43100-50210 PW; SUPPLIES			433.44
MENARDS - MAPLE GROVE	07/06/2026	07/14/2026	13.31
PW; SUPPLIES	CHOYT		
101-43100-50210 PW; SUPPLIES			13.31
MENARDS - MAPLE GROVE	07/06/2026	07/14/2026	642.73
PW; SUPPLIES	CHOYT		

101-43100-50210	PW; SUPPLIES			642.73
METRO TENT RENTAL		04/30/2026	07/14/2026	635.00
PW; TENT RENTAL OPERATING SUPPLIES	CHOYT			
101-41910-50210	PW; TENT RENTAL OPERATING SUPPLIES			635.00
METRO WEST INSPECTION		06/30/2026	07/14/2026	23,888.00
298.60 BLDG INSPECTIONS-MAY 2026	CHOYT			
101-41660-50300	298.60 BLDG INSPECTIONS-MAY 2026			23,888.00
METROPOLITAN COUNCIL		06/24/2026	07/14/2026	152,514.30
SAC FEE; MAY 2026	CHOYT			
602-00000-20801	SAC FEE; MAY 2026			164,010.00
602-49450-37270	LESS PROMPT PAYMENT FEE; MAY			(1,555.70)
602-00000-20801	SAC- Met Council			(9,940.00)
METROPOLITAN COUNCIL		07/02/2026	07/14/2026	59,228.54
204.87 MILLION GAL. WASTE WATER SERVICE; AL CHOYT				
602-49400-50313	204.87 MILLION GAL. WASTE WATER SERVICE			59,228.54
MINNESOTA DEPARTMENT OF HEALTH		07/06/2026	07/14/2026	150.00
DAYTON SW INFRASTRUCTURE IMPROVEMENTS	CHOYT			
601-49400-50300	DAYTON SW INFRASTRUCTURE IMPROV			150.00
MINNESOTA EQUIPMENT		07/06/2026	07/14/2026	190.46
PARKS; REPAIR/MAINT. SUPPORT KIT	CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT			190.46
MINNESOTA EQUIPMENT		07/06/2026	07/14/2026	453.43
PARKS; REPAIR/MAINT. PARTS	CHOYT			
101-45200-50220	PARKS; REPAIR/MAINT			453.43
MINNESOTA EQUIPMENT		07/06/2026	07/14/2026	831.98

PW; OTHER EQUIPMENT	CHOYT		
101-43100-50580 PW; OTHER EQUIPMENT			831.98
MN DEPT OF REVENUE	07/02/2026	07/02/2026	37.00
JUNE 2026 SALES TAX	DBRUNETTE		
101-00000-20300 Sales Tax Payable			37.00
MN FIRE SERVICE CERT BOARD	07/06/2026	07/14/2026	524.00
FF 1 & 2 EXAM X2	CHOYT		
101-42260-50208 FF 1 EXAM X2			262.00
101-42260-50208 FF 2 EXAM X2			262.00
MSA PROFESSIONAL SERVICES, INC.	07/07/2026	07/14/2026	3,449.00
DAYTON CROW/MISSISSIPPI BOAT ACCESS	CHOYT		
408-45300-50303-2006 DAYTON CROW/MISSISSIPPI BOAT ACCESS			3,449.00
MSA PROFESSIONAL SERVICES, INC.	07/07/2026	07/14/2026	5,325.46
ELSIE STEPHENS CANOE/MISSISSIPPI BOAT APR-	CHOYT		
408-45300-50300-2006 ELSIE STEPHENS CANOE/MISSISSIPPI BOAT			5,325.46
MSA PROFESSIONAL SERVICES, INC.	05/29/2026	07/14/2026	2,921.50
DIAMOND LAKE CONCEPT WORK	CHOYT		
101-45200-50530 DIAMOND LAKE CONCEPT WORK			2,921.50
MSA PROFESSIONAL SERVICES, INC.	07/07/2026	07/14/2026	2,106.65
ELSIE STEPHENS CANOE/KAYAK LAUNCH JUN 20:	CHOYT		
408-45300-50300-2006 ELSIE STEPHENS CANOE/KAYAK LAUNCH			2,106.65
MUTUAL OF OMAHA	07/01/2026	07/14/2026	1,098.14
G000CL6X: STD/LTD PREMIUM JUL 2026	CHOYT		
101-00000-21705 G000CL6X: STD/LTD PREMIUM			1,098.14
NATALIE UNGER	07/07/2026	07/14/2026	22.84

UB refund for account: 6898	CHOYT		
601-00000-15550 CREDIT FORWARD			22.84
NG, SU SEAN	07/07/2026	07/14/2026	87.40
UB refund for account: 3418	CHOYT		
601-00000-15550 CREDIT FORWARD			87.40
NORTH MEMORIAL HEALTH CARE	07/06/2026	07/14/2026	800.00
FD; VARIANCE FLAT FEE X 4	CHOYT		
101-42260-50208 VARIANCE FLAT FEE			800.00
OMANN BROTHERS INC	07/06/2026	07/14/2026	722.00
PW; PAVING SUPPLIES	CHOYT		
101-43100-50224 PW; PAVING SUPPLIES			722.00
OMANN BROTHERS INC	07/06/2026	07/14/2026	360.90
PW; PAVING SUPPLIES	CHOYT		
101-43100-50224 PW; PAVING SUPPLIES			360.90
OMANN BROTHERS INC	07/06/2026	07/14/2026	271.80
PW; PAVING SUPPLIES	CHOYT		
101-43100-50224 PW; PAVING SUPPLIES			271.80
OP5 BRAYBURN	07/06/2026	07/14/2026	3,000.00
15921 116TH AVE LANDSCAPE ESCROW RELEASE	CHOYT		
420-00000-22100 15921 116TH AVE LANDSCAPE ESCROW RELEASE			3,000.00
PETERSON COMPANIES, INC	06/30/2026	07/14/2026	8,409.60
DAYTON SIGNAL LIGHT IRRIGATION REPAIR	CHOYT		
414-41900-50300 DAYTON SIGNAL LIGHT IRRIGATION REPAIR			8,409.60
PETERSON COMPANIES, INC	07/06/2026	07/14/2026	173.55
PW; REPAIR/MAINT	CHOYT		

101-45200-50220	PW; REPAIR/MAINT			173.55
PREST, ERIN		07/07/2026	07/14/2026	21.10
UB refund for account: 1750		CHOYT		
601-00000-15550	CREDIT FORWARD			21.10
QUALITY PROPANE OF MN		07/06/2026	07/14/2026	9,388.00
STREET MAINT-REPAIR; MAGNESIUM CHLORIDE		CHOYT		
101-43100-50224	STREET MAINT-REPAIR; MAGNESIUM CHLORIDE			9,388.00
REPUBLIC SERVICES, INC.		07/07/2026	07/14/2026	20,986.70
CITY RECYCLING- JUN 2026		CHOYT		
101-41650-50386	CITY RECYCLING- JUN 2026			20,986.70
ROGERS TRUE VALUE		07/06/2026	07/14/2026	8.99
PW; OPERATING SUPPLIES		CHOYT		
101-43100-50210	PW; OPERATING SUPPLIES			8.99
ROGERS TRUE VALUE		07/06/2026	07/14/2026	23.53
PW; OPERATING SUPPLIES		CHOYT		
101-43100-50210	PW; OPERATING SUPPLIES			23.53
ROGERS TRUE VALUE		07/06/2026	07/14/2026	9.16
PW; SUPPLIES		CHOYT		
601-49400-50220	PW; SUPPLIES			9.16
ROGERS TRUE VALUE		07/06/2026	07/14/2026	22.17
PW; S/W SUPPLIES FOR REPAIRS		CHOYT		
601-49400-50210	PW; OPERATING SUPPLIES			22.17
ROGERS TRUE VALUE		07/06/2026	07/14/2026	61.11
PW; PLUMBING REPAIRS		CHOYT		
601-49400-50220	PW; PLUMBING REPAIRS			61.11

SITE ONE LANDSCAPE SUPPLY		07/06/2026	07/14/2026	9.11
PW; REPAIR/MAINT.		CHOYT		
101-45200-50220	PW; REPAIR/MAINT			9.11
SITE ONE LANDSCAPE SUPPLY		07/06/2026	07/14/2026	1,746.87
PW; REPAIR/MAINT		CHOYT		
101-45200-50220	PW; REPAIR/MAINT			1,746.87
STANTEC CONSULTING SERVICES INC.		07/07/2026	07/14/2026	179,715.39
ENGINEERING SVC; MAY 2026		CHOYT		
101-41630-50303	GEN. ENGINEERING RETAINER;			4,800.00
101-41630-50303	GEN. ENGINEERING;			7,135.80
101-41660-50308	BUILDING PERMIT ACTIVITIES;			6,487.60
601-49400-50303	WATER SUPPLY & DISTRIBUTION;			4,572.40
602-49400-50303	SANITARY SEWER SYSTEM;			2,781.00
415-41900-50300	STORMWATER;			2,041.00
414-41900-50303	TRANSPORTATION;			5,588.60
408-45300-50303	TRAILS;			490.00
601-49400-50303	GIS/MAPPING;			890.00
602-49400-50303	GIS/MAPPING;			890.00
411-43100-50303-6065	BRAYBURN TRAILS;			41.00
411-43100-50303-6098	SUNDANCE GREENS;			5,844.89
411-43100-50303-6120	SUNDANCE GREENS-LENNAR;			1,980.64
411-43100-50303-6149	KWIK TRIP-MAPLE CT			41.00
411-43100-50303-6147	BRAYBURN TRLS /LEE PROPERTY;			4,420.23
411-43100-50303-6167	CAPITAL PARTNERS;			784.00
411-43100-50303-6180	PKWY NEIGHBORHOOD;			601.50
411-43100-50303-6165	OPUS;			774.00
411-43100-50303-6198	TERRITORIAL GROVE;			3,415.35
411-43100-50303-6204	SCANY PROPERTY (NORTH);			1,574.25
405-41900-50303	PARKS;			163.60
411-43100-50303-6203	DAYTON DCM FARMS EAW;			15,323.70

411-43100-50303-6139	KWIK TRIP-CSAH 81			101.50
411-43100-50303-6143	RIVERWALK			1,539.07
411-43100-50303-6182	BERNENS			10,762.75
411-43100-50303-6223	GRACO HEADQUARTERS			7,055.16
411-43100-50303-6224	SUITE LIVING			1,724.25
411-43100-50303-6227	ADESA/CARVANA			2,286.25
411-43100-50303-6219	THICKET HILLS VINEYARD			477.00
411-43100-50303-6229	DUBAY LAKE-DEHN			2,781.25
411-43100-50303-6231	DAYTON ASSISTED LIVING			346.50
411-43100-50303-6232	DAYTON AUTOMOTIVE			1,174.50
601-49400-50300	PROFESSIONAL SRVS			2,942.76
414-41900-50303	DAYTON PKWY TRAFFIC SIGNALS			3,260.18
602-49400-50303	113TH AVE TRUNK SEWER EXTENSION			1,454.10
414-41900-50303	2025 MILL & OVERLAY IMPROVEMENTS			271.00
601-49400-50303	HISTORIC VILLAGE UTILITY PLAN			487.60
602-49400-50303	HISTORIC VILLAGE UTILITY PLAN			487.60
414-41900-50303-2007	FERNBROOK CORRIDOR STUDY			1,238.40
601-00000-16500	NW WATER TOWER			12,526.40
414-41900-50303	DAYTON 2026 MILL & OVERLAY			21,265.86
414-41900-50303	SW DAYTON ROADWAY EXTENSION			14,145.20
408-45300-50303	DAYTON 2026 TRL IMPROVEMENTS			11,262.75
601-00000-16500	DAYTON WELLHOUSE #5			1,476.80
415-41900-50300	BMP-U1 FEASIBILITY STUDY			1,453.60
415-41900-50300	BMP-U4 IMPLEMENTATION SVRS			1,886.73
415-41900-50300	GRASS LAKE ASSESSMENT			3,536.92
415-41900-50300	2026 DIAMOND LK INTERNAL PHOSPHORUS LOAD			3,130.70
STAR BANK		07/07/2026	07/14/2026	260.59
UB refund for account: 5555		CHOYT		
601-00000-15550	CREDIT FORWARD			260.59
SUNRAM CONSTRUCTION		07/08/2026	07/14/2026	44,014.69
PAY APP 1: ELSIE STEPHENS CANOE/KAYAK LAUN CHOYT				

408-45300-50530-2006	PAY APP 1:PROJECT WORKBOOK CANOE LAUNCH		46,331.25
408-00000-20600	RETAINAGE PAYABLE		(2,316.56)
T MOBILE	06/30/2026	07/14/2026	1,119.84
CH/PW CELL SVC MAY-JUN 2026	CHOYT		
101-43100-50321	PW; CELL SVC		669.85
601-49400-50321	PW; CELL SVC		54.07
602-49400-50321	PW; CELL SVC		54.08
101-41910-50321	AC; CELL SVC		112.65
101-41710-50321	PLANNING; CELL SVC		84.59
101-41310-50320	CH;ADMINISTRATOR CELL SVC		40.45
101-41420-50320	CH; CLERK CELL SVC		40.45
101-41500-50320	CH; HOT SPOT		63.70
T MOBILE	07/07/2026	07/14/2026	1,355.78
PD; 990673330 CELL SVC	CHOYT		
101-42120-50320	PD; 990673330 CELL SVC		1,355.78
TASC	06/22/2026	07/14/2026	39.59
COBRA ADMIN FEE; AUG 2026	CHOYT		
101-41810-50205	COBRA ADMIN FEE; AUG 2026		39.59
THAO, TENG	07/07/2026	07/14/2026	445.33
UB refund for account: 4777	CHOYT		
601-00000-15550	CREDIT FORWARD		445.33
THE MN TRANSPORTATION ALLIANCE	07/01/2026	07/14/2026	355.00
ANNUAL MEMBERSHIP RENEWAL 8/1-7/31/2027	CHOYT		
414-41900-50300	ANNUAL MEMBERSHIP RENEWAL 8/1-7/31		355.00
THE STANDARD	06/24/2026	07/14/2026	295.12
#00 173153 LIFE INS-DAYTON MN	CHOYT		
101-00000-21711	INSURANCE-STANDARD		295.12

TOLL GAS AND WELDING SUPPLY	07/06/2026	07/14/2026	1.00
PW; SUPPLIES PAST DUE SERVICE CHARGE	CHOYT		
101-43100-50210 PW; SUPPLIES			1.00
TORI EIDE	07/07/2026	07/14/2026	23.12
UB refund for account: 7629	CHOYT		
601-00000-15550 CREDIT FORWARD			23.12
TOSHIBA BUSINESS SYSTEMS	07/06/2026	07/14/2026	70.98
CH; ESTUDIO 4525 BACK PRINTER- BW2034/CLR CHOYT			
101-41820-50308 CH; ESTUDIO 4525 BACK PRINTER- BW2034/CL			70.98
TOSHIBA BUSINESS SYSTEMS	07/06/2026	07/14/2026	16.61
FD; ESTUDIO 2525AC JUN-JUL BW 1000/CLR 343 CHOYT			
101-42260-50200 FD; ESTUDIO 2525AC JUL BW 1000/CLR 343			16.61
VERIZON WIRELESS	06/22/2026	07/14/2026	150.12
PW;CELL SERVICE;MCM SEWER MAY-JUN 2026 CHOYT			
602-49400-50321 PW;CELL SERVICE;MCM SEWER MAY-JUN			150.12
VIDOR, ERIN	07/07/2026	07/14/2026	50.84
UB refund for account: 5428	CHOYT		
601-00000-15550 CREDIT FORWARD			50.84
VONCO II, LLC	07/07/2026	07/14/2026	23.51
STREET SWEEPING LATE FEE	CHOYT		
101-43100-50224 STREET SWEEPING LATE FEE			23.51
VONCO II, LLC	04/30/2026	07/14/2026	1,567.60
STREET SWEEPING-APR 2026	CHOYT		
101-43100-50224 STREET SWEEPING-APR 2026			1,567.60

WESTSIDE WHOLESALE, INC	07/06/2026	07/14/2026	177.00
PW; REPAIR/MAINT.	CHOYT		
101-43100-50220 PW; REPAIR/MAINT.			177.00
WESTSIDE WHOLESALE, INC	07/06/2026	07/14/2026	772.52
PW; REPAIR/MAINT.	CHOYT		
101-43100-50220 PW; REPAIR/MAINT.			772.52
WOODBURY, ANDREW	07/07/2026	07/14/2026	250.73
UB refund for account: 2418	CHOYT		
601-00000-15550 CREDIT FORWARD			250.73
WOODY HERMAN	06/30/2026	07/14/2026	450.00
DAC RENTAL DEPOSIT REFUND:EVENT 6/21	CHOYT		
101-00000-21716 DAC RENTAL DEPOSIT REFUND:EVENT 6/21			450.00
XCEL ENERGY	06/23/2026	07/14/2026	70.24
51-0013348079-5;14430 DAYTON RIVER MAY-JUL	CHOYT		
101-45200-50381 51-0013348079-5;14430 DAYTON RIVER			70.24
XCEL ENERGY	06/23/2026	07/14/2026	92.18
51-0013433058-1; BROCKTON SIGNAL MAY 2026	CHOYT		
101-43100-50230 51-0013433058-1; BROCKTON SIGNAL			92.18
XCEL ENERGY	06/23/2026	07/14/2026	0.29
51-0012400696-3;RUSH CR MAY-JUN	CHOYT		
101-45200-50381 51-0012400696-3;RUSH CR			0.29
XCEL ENERGY	06/30/2026	07/14/2026	147.07
51-4585810-2 S DIA LK/LAWNDALE	CHOYT		
101-43100-50381 51-4585810-2 S DIA LK;			25.82
602-49400-50381 51-4585810-2 PRO LGT			11.13
602-49400-50381 51-4585810-2 LAWNDALE			110.12

XCEL ENERGY	07/01/2026	07/14/2026	25.89
51-0014444653-6;14666 146TH AVE S.L. MAY 20 CHOYT			
101-43100-50230	51-0014444653-6;14666 146TH AVE S.L. MAY		25.89
XCEL ENERGY	07/07/2026	07/14/2026	51.44
51-0013433188-8; 18432 UNIT SIGNAL JUN 2026 CHOYT			
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL		51.44
XCEL ENERGY	07/07/2026	07/14/2026	89.76
51-0013433327-7;18396 DAYTON/SIGNAL JUN 20 CHOYT			
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL		89.76
XCEL ENERGY	07/07/2026	07/14/2026	114.94
51-0013433364-2; 18404 DAYTON ST LGT JUN 20 CHOYT			
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT		114.94
XCEL ENERGY	07/07/2026	07/14/2026	31.79
51-5420841-2 ST LGT JUN 2026 CHOYT			
101-43100-50230	51-5420841-2 ST LGT		31.79
XCEL ENERGY	07/07/2026	07/14/2026	32.72
51-0013433412-1; HWY 94 LGT JUN 2026 CHOYT			
101-43100-50230	51-0013433412-1; HWY 94 LGT		32.72
XCEL ENERGY	07/07/2026	07/14/2026	1,257.79
51-6111142-2;16471 S. DIAMOND/S.L. JUN 2026 CHOYT			
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L.		1,257.79
XCEL ENERGY	07/07/2026	07/14/2026	79.17
51-8932050-3 CR81 JUN 2026 CHOYT			
101-43100-50230	51-8932050-3 CR81		79.17

XCEL ENERGY	07/07/2026	07/14/2026	60.69
51-9348440-7 TROY ST LGT JUN 2026	CHOYT		
101-43100-50230	51-9348440-7 TROY ST LGT		60.69
XCEL ENERGY	07/07/2026	07/14/2026	331.72
51-8556975-3;17780 TERRITORIAL/S.L. JUN 2026	CHOYT		
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L.		331.72
XCEL ENERGY	07/07/2026	07/14/2026	88.91
51-0013433058-1; BROCKTON SIGNAL JUN 2026	CHOYT		
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL		88.91
# of Invoices:	264	# Due: 228	Totals: 1,333,641.30
# of Credit Memos:	0	# Due: 0	Totals: 0.00
Net of Invoices and Credit Memos:			1,333,641.30

* 5 Net Invoices have Credits Totalling: (22,786.40)

--- TOTALS BY FUND ---

101 - GENERAL FUND	186,814.90
225 - EDA	5,712.58
226 - CABLE	3,525.00
342 - 2014A & 2015A NE UTILITIES	87,431.25
355 - 2016A PW/PD FACILITY	24,156.25
378 - 2020A DAYTON PARKWAY INTERCHANGE	9,300.00
379 - 2023A CRG TIF BOND	120,525.00
401 - CAPITAL EQUIPMENT	12,697.18
405 - PARK DEDICATION	163.60
408 - PARK TRAIL DEVELOPMENT	67,560.15
410 - CAPITAL FACILITIES	2,747.20
411 - DEVELOPER ESCROWS	63,048.79
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	54,533.84
415 - STORMWATER	14,926.09
420 - LANDSCAPE ESCROWS	243,000.00

601 - WATER FUND	189,604.12
602 - SEWER FUND	247,895.35

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	549,006.75
41310 - Administration	386.12
41420 - City Clerk	505.45
41500 - Finance	4,698.60
41620 - Audit Services	8,400.00
41630 - Engineering Services	11,935.80
41640 - Legal Services	3,004.04
41650 - Recycling Services	28,474.79
41660 - Inspection Service	30,406.85
41710 - Plannning & Economic Dev	5,947.17
41810 - Central Services	2,500.06
41820 - Information Technology	3,556.48
41900 - General Govt	163,326.98
41910 - Activity Center	1,449.65
42120 - Patrol and Investigate	16,760.70
42130 - Emergency Mgmt	38.80
42260 - Fire Suppression	14,015.08
43100 - Public Works	102,570.08
45200 - Parks	14,525.74
45300 - Trail Development	69,876.71
47000 - Debt Service (GENERAL)	153,981.25
49400 - Utilities	133,812.12
49450 - Sewer	(1,555.70)
49999 - Contingency	16,017.78

ITEM:

Consideration of City Vehicle Use Policy

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Policy Adoption

BACKGROUND:

City Council has discussed vehicles and take-home vehicles over the years and City staff started doing some digging into other communities and what they had in place. Surprisingly, a number of them had vehicle use policies but very few had take-home vehicle policies. We did review and use bits and pieces from almost every community that we received a policy from to make it as tailored to the City of Dayton as we could.

The policy was then reviewed by the City Attorney to ensure we did not have any concerns related to legal items that were missed with a number of additions being added by the Attorney which we appreciate. Additionally, this policy will be signed by all employees to ensure compliance as we have not had a city vehicle use policy ever before and we have had city vehicles, including take-home vehicles, for a long time.

Some of the major items that are incorporated into this policy is that all city vehicles will be tracked with a software, putting in place checks and logs for use of the vehicles (which we currently have in place for the Admin Vehicle) along with assigning the responsibility of all take-home vehicles to the City Administrator.

Establishment of this policy will create more efficient and safe operations of all city vehicles to ensure that employees are following the rules established by the City of Dayton.

RELATIONSHIP TO COUNCIL GOALS:

Foster a Safe and Welcoming Community

RECOMMENDATION:

Staff recommends approval of the city vehicle use policy.

ATTACHMENT(S):

City Vehicle Use Policy



City Vehicle Use Policy

The City of Dayton is dedicated to the safety of its citizens and employees and seeks to establish uniform procedures governing the use of all City-owned or leased vehicles. The goal of the City is to ensure that individuals who are driving in some capacity for the City are doing so in a safe manner, have the legal ability to do so, and that the City of Dayton is protected from any legal liability. This policy applies to all City of Dayton employees.

The City maintains many city vehicles for purposes necessary of completing the job responsibilities of employees. All city employees who have access to a city vehicle must understand and follow the expectations set for their use. All City vehicles belong to the City of Dayton and are assigned for only those authorized purposes consistent solely with providing City services.

Purpose

The purpose of this policy is to establish guidelines for the use of City vehicles in the Public Safety, Public Works, and Administration Departments, including take-home vehicles. These vehicles are a key component of those Department's ability to respond swiftly to emergencies, critical incidents, and other work-related needs. The use of take-home vehicles enables staff to be ready for rapid deployment, reducing response time by eliminating the need to first travel to the work facility to retrieve equipment. This policy will be enforced consistently with Minnesota Statutes Section 471.666, subd. 3, as amended.

Definitions

Take Home Vehicle

Any car, truck, or special equipment vehicle that is owned, leased, or rented by the City, which has assigned a particular employee to take home for business-related purposes as identified in this policy.

Motorized Equipment Vehicle

Any passenger vehicles or truck, self-propelled equipment, trailer, or trailer mounted equipment that is towed by a self-propelled piece of equipment, which may be marked or unmarked with City identification, and/or licensed for use on public roadways and/or off-road.

City Vehicle

Includes both take-home vehicles and motorized equipment vehicles owned, leased, or rented by the City.

Personal Vehicle

A vehicle owned by a city employee that is used occasionally for City business.

Employee

Any employee of the City of Dayton.

General City Vehicle Use Policies

Employees who utilize a city vehicle shall comply with the following:

- A. All City vehicles shall be operated in accordance with the laws of the State of Minnesota, or the State the vehicle is operated in, and all vehicles shall be operated to comply with all applicable laws and ordinances.
- B. Employees who are authorized to drive City vehicles are responsible for the proper use and parking of vehicles assigned to them.
- C. City vehicles shall only be operated by authorized personnel in a safe and lawful manner. A valid driver's license is required for anyone operating a City vehicle.
- D. Employees provided with take-home vehicles are governed by this policy and by the requirements of Minn. Stat. § 471.666.
- E. City vehicles are not personal vehicles of the employee, and are not to be used for personal use, except as authorized by the City Administrator. Personal use of an employer-provided vehicle may subject an employee to additional taxes, unless it is an exempt vehicle.
- F. Passengers in City vehicles shall be limited to City employees and individuals who are directly associated with City work activity (City Council, committee members, volunteers, consultants, contractors, etc.). If an accident or medical emergency arises necessitating transport of passengers other than City personnel, the employee assigned the vehicle shall notify their immediate supervisor as soon as possible regarding the nature of the emergency.
- G. City Vehicles should carry only those items for which the vehicle is designed or utilized. Personal property items other than daily use such as handbags, briefcases, umbrellas, coats, and sunglasses should not be transported in the vehicle.
- H. City vehicles shall have the interior and exterior inspected by the employee prior to and after use. Any damage, mechanical problems, or other problems shall be promptly reported to the supervisor.
- I. Employees must observe and obey all traffic ordinances, rules, laws and regulations, including:
 - a. Operate vehicle at or below posted speed limits or at lower speeds if road conditions require a slower speed.

- b. Operate vehicles in a safe and responsible manner.
- c. Drivers and all passengers are required to wear a seat belt and shoulder belts in accordance with the manufacturer's recommendations whenever a vehicle is in motion as specified by State law.
- d. All doors must be closed and secured when a vehicle is moving.
- e. Vehicles should be parked in a manner that does not obstruct traffic or building access, except when acting in official capacity.
- f. No smoking, or any tobacco use, in City vehicles, including but not limited to cigarettes, vapes, cigars, snuff, chewing tobacco, pipes or any other products.
- g. When leaving a city vehicle unattended, remove the ignition keys and secure the vehicle, except when acting in their official capacity.
- h. All City vehicles should be secured and locked after daily operation. If there is a designated location for storage of vehicles not in use, the vehicle must be returned to that storage location.
- i. Motorized Equipment vehicle keys should be returned to the key cabinet daily to ensure proper storage location at end of use.
- j. Drivers shall have and maintain a valid driver's license suitable for the operation of the vehicle to which they are assigned.
- k. Fines or penalties for moving, parking, or any other violations are the responsibility of the employee operator.
- l. City vehicles may not be utilized to transport alcoholic beverages or controlled substances or engage in illegal activity.
- m. City vehicles may not be utilized to transport weapons, including firearms, knives, crossbows, or other dangerous implements, except where the occupant(s) have a "permit to carry" issued by the State of Minnesota or a state with which Minnesota has a "permit to carry" reciprocity agreement. Staff may have any tool which may reasonably be used for work. If there is a question if an item is a weapon meeting the intent of this section, the City Administrator shall have the final authority.
- n. All City vehicles, except unmarked public safety vehicles, shall be identified with the standard department seal and/or the name of the Department.
- o. In the event that any City vehicle becomes inoperable due to mechanical problems, damage or becomes stuck, the operator of that vehicle shall immediately contact their supervisor and advise them of the situation.

- p. Employees must immediately report all damage to the vehicle that occurs during the hours the vehicle is assigned to that person for use.
- q. Every accident involving a City vehicle must be reported to the nearest law enforcement agency, and a Minnesota Motor Vehicle Accident Report must be completed along with a City of Dayton Vehicle Accident Report. When reporting an accident, employees must be truthful, provide the facts, cooperate with the law enforcement personnel, and take notes on the facts of the accident; photographs of the accident scene should be taken, if possible. All accidents must be immediately reported to the employee's supervisor. The employee must provide a copy of the complete Motor Vehicle Accident Report, with a copy of any reports from the law enforcement agency, to the employee's supervisor.
- r. When using electronic devices in a city vehicle:
 - i. Consider pulling off the road to dial (or ask a passenger to dial).
 - ii. Do not use wireless communication or electronic device at all in a school zone or if there are hazardous road or traffic conditions.
 - iii. Avoid multiple tasks when driving, such as trying to drive, taking notes and using a wireless communication device.

Take Home Vehicle Policies

Take home vehicles shall be assigned to positions in accordance with in-effect labor agreements. In other circumstances, only the City Administrator can issue take-home City vehicles to employees. Employees who are assigned a take-home vehicle must agree to the following terms:

- A. Employees assigned take-home vehicles are expected to have a high level of responsiveness to department needs beyond normal work hours. The following factors are used to consider the approval of a take home vehicle:
 - a. Whether the employee's assignment and/or duties are subject to emergency call back on a continuing basis and whether the distance the employee lives from the city would allow emergency response on a timely basis.
 - b. Whether practical arrangements can be made to keep the vehicle within city limits but still be reasonably available to the employee if not a city resident.
 - c. Whether the vehicle to be taken home by the employee is

- equipped in such a manner that performance of the employee's duties in their own vehicle would be impractical.
- d. Whether other conditions exist, not based on usage, which makes it in the City's best interest to allow take-home privileges, such as compensation considerations or agreements made when the employee was hired.
 - e. Whether the employee can demonstrate need based on number of meetings attended, miles driven, or related factors including, but not limited to, assignment and/or duties or position.
 - f. Whether the employee has a history of misuse of City vehicles.
 - g. Other factors as determined by the City Administrator.
- B. City vehicles shall have the interior and exterior inspected by the employee prior to and after use. Any damage, mechanical problems, or other problems shall be promptly reported to their supervisor.
- C. If an employee is assigned a City take-home vehicle, this assignment shall be made consistent with Minn. Stat. § 471.666 to confer a benefit upon the City. The only "personal use" of the vehicle permitted is travelling to and from the employee's residence and the place of work, and personal use that is clearly incidental to normal workday activities. The vehicle should be driven over the most direct route considering road and traffic conditions. The vehicle should not be utilized for travel outside the direct route for personal reasons. "Clearly incidental" personal use shall mean use that does not involve additional travel or expense to the City, and does not create an impression that the vehicle is being used for personal reasons such as shopping, recreation, transportation of family or friends, etc. If in doubt as to whether a particular use is permitted, employees should seek supervisory approval.
- a. Assigned take-home vehicles may be utilized for de minimis personal errands during the workday for transportation clearly incidental to normal workday activities. Employees will make every effort to minimize events of this nature.
 - b. Unauthorized use of a take-home vehicle by an employee may not be covered under the City's insurance.
- D. Emergency road service for take-home vehicles commuting outside the city limits shall be the responsibility of the employee to whom the vehicle is assigned and reimbursable by the city provided the vehicle was being used for authorized activities.
- E. Whenever an employee who is assigned a take-home vehicle is on vacation or any other leave for more than three consecutive days, the City Administrator may require the vehicle to be reassigned or parked in the appropriate City lot.

- F. A record of take-home vehicle mileage will be monitored monthly by City Administration. Employees assigned vehicles may be required to document reasons for significant month-to-month variances. Other monitoring may entail unannounced visits to sites where vehicles are parked overnight or for extended periods.
- G. In the event any of the above guidelines are not observed, an employee using a take-home vehicle for personal purposes shall reimburse the City at the prevailing mileage rate and disciplinary action may be taken.
- H. Full time employees living within 10 miles of city limits may be assigned a vehicle based on the operational needs of the City in the City's sole discretion. An employee living further than 10 miles from the City may request to take home a work vehicle with the decision to be made by the City Administrator based on operational needs and efficiencies. An employee assigned a City take-home vehicle shall be responsible for the cleanliness and basic maintenance (air pressure, clean windows, notifying supervisor of any issues with operation, etc.) of the vehicle.
- I. Acceptable uses would be such things as being called out for duty or an emergency, travel to and from training, and other City related activities.
- J. Employees shall inform the City Administration of any mechanical, needed repair, or inoperable vehicle or equipment issues within 24 hours of discovering such issue.

Tracking

All city vehicles will be equipped with a tracking device that allows the Supervisor and City Administration the ability to track the vehicle. Tracking will be utilized for purposes of keeping employees accountable for the use of the vehicles, for learning more about interactions of roadways and travel distances used by city employees, and most importantly for safety of employees and security of city-owned assets. Tracking vehicles will comply with all state and federal laws. Data captured shall be retained in accordance with the established records retention schedule and the Government Data Practices Act.

Disciplinary Action

Any employee found to be violating this policy may be subject to disciplinary action, up to and including termination.

**CITY OF DAYTON
CITY VEHICLE USE POLICY
ACKNOWLEDGEMENT FORM**

I, the undersigned, have received, read and understand the city vehicle use policy and agree to comply with this policy.

I authorize and give permission to the proper City agents or officials to periodically run a driver's license check. This authorization shall remain in place unless I specifically revoke this authorization in writing. A copy (front and back) of my driver's license is attached. By signing this, I acknowledge that the status of my required licenses necessary to perform my job is current. I understand that if I violate this agreement, I will be subject to disciplinary action up to, and including termination.

Print Name

Signature

Date

**CITY OF DAYTON
TAKE-HOME VEHICLE
ACKNOWLEDGMENT FORM**

To be completed by the employee and discussed with Department Head/Supervisor to document employee's take home vehicle responsibility.

Employee Name:		
Department Head/Supervisor:		
Personal Characteristics:		
With "1" being LOW and "5" being HIGH, indicate the degree to which the following characteristics apply to you:		
	Employee	Supervisor
Ability to organize time well, i.e., self-discipline, productive, punctual		
Ability to work independently with minimal feedback from peers or supervisor		
Ability to respond in an appropriate amount of time for job responsibility		
Ability to manage the vehicle appropriately		
How has your performance been over the past year?		
Take Home Vehicle:		
Please document the vehicle that is being assigned:		
Year	Make	Model
Data Collection:		
Does your job duties make you responsible for responding after hours?		
What is your distance from City limits to your home?		
What is the distance of your roundtrip commute to work each day?		
What is the roundtrip length of time you spend commuting to work each day?		
How often in the past year have you responded to the City outside of scheduled hours?		

As a Department Head/supervisor, I have determined that the employee is:

- ☐ **Qualified for a take home vehicle at this time.**
- ☐ **Unqualified for a take home vehicle at this time.**

By signing below, I attest that I have read and understand the city vehicle use policy. I understand that I am being currently approved to have a take home vehicle and any subsequent changes or discontinuation of this policy is at the discretion of the City Administrator.

Take home vehicle is a privilege and benefit for both the employee and the City and shall be utilized only for that purpose, the take home vehicle is under the jurisdiction of the City Administrator and can be amended at any time for any reason, subject to the applicable union contract.

I authorize and give permission to the proper City agents or officials to periodically run a driver's license check. This authorization shall remain in place unless I specifically revoke this authorization in writing. A copy (front and back) of my driver's license is attached. By signing this, I acknowledge that the status of my required licenses necessary to perform my job is current. I understand that if I violate this agreement, I will be subject to disciplinary action up to, and including termination.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

City Administrator Signature: _____ Date: _____

ITEM:

Consideration of Resolution 29-2026; Amending Employee Recognition Program

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Res. 29-2026; Amending Employee Recognition Program

BACKGROUND:

City Council approved the original Employee Recognition Program back in 2021 with Res 47-2021 which provided a great benefit to employees for additional vacation days and the ability for the City to recognize the hard work our employees do each day with an outing and employee luncheon.

City Staff has greatly appreciated this program being in place and has utilized this program each year that it has been available. There has been an additional breakfast that has been provided to employees which can incorporate a few different employees based on the time of the day. Additionally, we are continuing to grow and adjust how we handle things throughout the City and with that growth comes changes with what each department is able to do with their department for comradery.

Changes to the Employee Appreciation Program will ensure we are staying consistent across departments for recognition of the hard work each department does while also allowing for general comradery and good morale to be a bright spot for our employees. Additional changes will remove the ability for individual departments to have line items for these types and things and brings them all to one line item for easier management and budgeting.

These changes above will allow us to maintain this great program while placing importance on the budget and what the City is able to provide for employee appreciation.

RELATIONSHIP TO COUNCIL GOALS:

Foster and Safe and Welcoming Community

RECOMMENDATION:

Staff recommends approval of resolution 29-2026.

ATTACHMENT(S):

Resolution 29-2026

RESOLUTION NO. 29-2026

RESOLUTION AMENDING EMPLOYEE RECOGNITION PROGRAM AND ANNUAL EMPLOYEE **BREAKFAST**/LUNCHEON/OUTING

WHEREAS, the City of Dayton has approved the employee recognition program in 2021 with resolution 47-2021 which is being amended as follows; and

WHEREAS, the City of Dayton has the legal authority per MN State Statute 15.46 to establish and operate an employee recognition program; and

WHEREAS, the City of Dayton will hold one **Employee Appreciation Breakfast**, one Employee Luncheon and one Employee Outing each year; and

WHEREAS, the City of Dayton will allow food and related utensils to be purchased for a department gathering once per year for department comradery with a max of \$25 per employee; and

WHEREAS, the City of Dayton will set one budget line for this program and it is an all-encompassing budget for the city for all departments with approval by the City Administrator; and

WHEREAS, the City of Dayton employees will receive additional vacation days based on the number of years of service for the city to be received in that specific year and not on an annual basis; and

Year 5: 3 additional vacation days

Year 20: 6 additional vacation days

Year 10: 4 additional vacation days

Year 25: 6 additional vacation days

Year 15: 5 additional vacation days

Year 30: 7 additional vacation days

WHEREAS, the years of service recognition will be effective starting in 2022 and will not be retroactive for anniversaries that have happened prior to the start of 2022; and

WHEREAS, the City of Dayton will provide a plaque for the employee **with 10 or more years of service** if the employee retires from the City in good standing; and

WHEREAS, the City of Dayton is recognizing our employees based on the years of service and expertise brings to city operations; and

BE IT FURTHER RESOLVED that an employee recognition program, an annual **breakfast, and annual** luncheon, and an annual **outing** is established and supported by the City of Dayton City Council and all above information is pursuant to all MN State Statutes and City Policies.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, MINNESOTA FINDS THE EMPLOYEE RECOGNITION PROGRAM AMENDED.

Passed by the City Council of Dayton, Minnesota this 14th day of July 2026.

Mayor Dennis Fisher

Attested:

City Clerk Amy Benting

ITEM:

Consideration of Purchase Agreement and Public Infrastructure DA

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Purchase of Property

BACKGROUND:

Property will be utilized for road ROW purposes which details will be explained further in the closed session.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Approval of Purchase Agreement and Public Infrastructure DA

ATTACHMENT(S):

Purchase Agreement
Public Infrastructure DA

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is made as of July 14, 2026 (the “Effective Date”), by and between the City of Dayton, a Minnesota municipal corporation (“City” or “Buyer”), and Schany Group, LLC, a Minnesota limited liability company (“Seller”). For purposes of this Agreement, the City and Seller may each be referred to as a “Party,” and shall together be referred to as “Parties.”

RECITALS

A. Seller is the fee owner of real property located adjacent to Dayton Parkway, in the City of Dayton, Hennepin County, Minnesota (“Seller Property”).

B. The City desires, in lieu of eminent domain, to purchase approximately $\pm$ 30,426 square feet of the Seller Property to facilitate the future location of a public street and a 50 foot wide temporary construction easement, legally described on Exhibit A (“Property”).

NOW, THEREFORE, in consideration of the covenants and the mutual obligations contain herein, the parties hereby covenant and agree with each other as follows:

1. **Sale.**

1.1. **Sale.** Subject to the terms and provisions of this Agreement, Seller shall sell the Property to City, and City shall purchase the Property from Seller.

1.2. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be Two Hundred Ninety Two Thousand Eight Hundred Thirty-Four and 00/100 Dollars (\$292,834.00), which includes: (a) Two Hundred Seventy Three Thousand Eight Hundred Thirty-Four and 00/00 Dollars (\$273,834.00) (\$9.00 per square foot x $\pm$ 30,426 square feet) for the land depicted and described as Parcel A on Exhibit A; and (b) Nineteen Thousand and 00/100 Dollars (\$19,000.00) for the temporary construction easement depicted and described on Exhibit A (the “Purchase Price”).

Within three (3) days after the Effective Date of this Agreement Buyer shall deposit the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) with the Title Company (defined below) as and for the “Earnest Money”. The Earnest Money shall be credited toward payment of the Purchase Price at Closing. The balance of the Purchase Price shall be payable on the Closing Date (as defined in Section 6) subject to those adjustments, prorations, and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from Seller. The Closing will occur at DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118 (“Title Company”) unless the Parties agree to a remote closing. If this Agreement is terminated by Buyer as a result of a default by Seller then neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement (except for such obligations as specifically survive termination of this Agreement) and the Earnest Money shall be returned to Buyer.

2. **Available Surveys, Tests, and Reports.** Within 10 days of the Effective Date, Seller shall cause to be delivered to Buyer to the extent same are in the possession and control of Seller: (a) copies of any surveys, soil tests and environmental reports previously conducted on the Property;

(b) copies of leases associated with the Property, (c) copies of existing title work for the Property (the "Due Diligence Materials"). Seller makes no representations or warranties regarding the accuracy or completeness of the Due Diligence Materials. Buyer acknowledges that the sale of the Property is "AS-IS," "WHERE IS," and "WITH ALL FAULTS," and that it is the obligation of Buyer to conduct and complete its due diligence and investigations relating to the Property

3. **Buyer's Investigations.** For a period up to Closing Date, following the Effective Date, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all times for the purpose Buyer's investigation and testing of the Property, including surveying and testing of soil and groundwater, and a Phase I environmental assessment ("Buyer's Investigations"); provided, however, Buyer shall not perform any invasive testing unless (a) Seller gives its prior approval of Buyer's consultant that will perform the testing, which approval shall not be unreasonably withheld, conditioned or delayed, and (b) Buyer gives Seller reasonable prior notice of such testing. Seller shall have the right to accompany Buyer during any of Buyer's Investigations of the Property. Buyer shall provide to Seller copies of all third-party, non-confidential written test results and reports conducted as part of Buyer's Investigations. Except as otherwise provided herein, Buyer agrees to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien filed against the Property arising as a result of Buyer's Investigations within 30 days after the lien was filed and to repair and restore, at Buyer's expense, any damage to the Property caused by Buyer's Investigations. Buyer shall indemnify and hold Seller and the Property harmless from all costs and liabilities, including, but not limited to, reasonable attorneys' fees, arising from Buyer's Investigations. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement. If this Agreement is terminated based upon any environmental condition as herein provided, and Seller requests, Buyer shall give Seller copies of any and all Phase I reports obtained by Buyer.

4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss, or damage to the Property prior to the Closing Date, except to the extent the same is caused by an act or omission of Buyer. If, prior to the Closing Date, all or any portion of the Property or access thereto is damaged by cause of any nature, or the Property is rendered untenantable, Seller shall immediately give Buyer notice of such damage. After receipt of notice of such damage (from Seller or otherwise), Buyer shall have the option (to be exercised within thirty (30) days after Seller's written notice) either (a) to require Seller to convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon this Agreement shall be terminated, any amount previously paid by Buyer to Seller shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other. If the right to terminate this Agreement is not exercised within such thirty (30) day period, such right shall be deemed to have been waived.

5. **Contingencies.**

5.1. **Buyer's Contingencies.**

A. Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the

continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1:

(1) On or before the Closing Date, Buyer shall have determined, in its sole discretion, that it is satisfied with the results of and matters disclosed by Buyer's Investigations, physical inspection, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property, and all other inspections and due diligence regarding the Property, including any association rules or regulations applicable to any of the Property or any Due Diligence Materials. If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(2) On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion (the "Approved Commitment"). If Buyer has not terminated this Agreement on or before the Closing Date, the contingency set forth in this paragraph shall be deemed waived.

(3) On or before the Closing Date, Buyer may obtain an ALTA survey for the Property certified to Buyer and Title and shall provide a copy to Seller.

(4) On or before the Closing Date, Seller shall have obtained releases of the Property from any and all mortgages or other monetary liens affecting any of the Property.

(5) On or before the Closing Date, Seller shall have obtained all valid, necessary and sufficient waivers, assignments, subordinations, non-disturbance, attornments, approvals, authorizations, estoppel certificates and consents of each and every party whose waiver, subordination, non-disturbance, attornment, approval, authorization, estoppel certificate or consent to transfer the Property and consummate the transactions contemplated by this Agreement.

(6) On or before the Closing Date, the proper termination or assignment of any and all lease rights related to the Property to the satisfaction of the Buyer.

(7) On or before the Closing Date, the vacation of the Property by the Seller, except as provided in Section 6.

(8) On or before the Closing Date, Seller shall terminate or with consent of Buyer, shall assign all surviving contracts, permits and licenses, warranties, and intangible property conveying to Buyer with warranties the surviving contracts, permits and licenses, warranties and intangible property, free and clear of all encumbrances, together with the consent of all parties having the right to consent to such assignment, if necessary.

(9) On or before the Closing Date, Seller shall execute a Bring-Down Certificate certifying that all of the warranties and representations made by Seller in this Agreement remain true as of the date of closing.

(10) INTENTIONALLY OMITTED

(11) On or before the Closing Date, the termination or elimination of any and all option to purchase rights, Rights of First Refusal, or Rights of First Offer related to the Property to the satisfaction of Buyer.

(12) On or before the Closing Date, Buyer shall have secured sufficient funding to satisfy the Purchase Price. However, notwithstanding anything in this Agreement to the contrary, if Buyer terminates this Agreement based on this contingency, the Earnest Money shall be paid to Seller.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion, or by the passage of time as set forth hereinabove. Seller shall reasonably cooperate with Buyer's efforts to satisfy such contingencies, at no out-of-pocket cost to Seller or assumption of any obligation or liability by Seller. Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. If Buyer terminates this Agreement as a result of a failure of a Buyer contingency prior to the applicable date, then neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement (except for such obligations as survive termination of this Agreement). Such written notice must be given on or before the applicable date set forth herein above for such contingency, or Buyer's right to terminate this Agreement pursuant to such contingency shall be waived. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property, except for such obligations that survive termination of this Agreement.

B. If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement. Further, Buyer shall not be deemed to have waived any of the foregoing contingencies on account of its execution of this Agreement.

If any contingency contained in this Section 5.1 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Buyer to Seller. If termination occurs all documents deposited by Seller shall be immediately returned to Seller, and all documents deposited by Buyer shall be immediately returned to Buyer and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.1 are specifically for the benefit of Buyer, and Buyer shall have the right to waive any contingency in this Section 5.1.

5.2. **Seller's Contingencies.** Seller's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

A. Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

B. All representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

C. There shall be no uncured default by Buyer of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

D. Seller and Buyer shall have entered into a public infrastructure development agreement regarding access to the Seller Property, platting of Seller Property, stop lights for the development of the Seller Property, tree preservation on the Seller Property, and development fee credits for the development of the Seller Property ("Public Infrastructure Development Agreement").

E. Seller and Buyer shall have entered into a 50 foot wide non-exclusive, temporary construction easement from Seller to Buyer for grading, sloping, and construction purposes for the construction of a public street and all such purposes ancillary, incident, or related thereto ("Temporary Construction Easement"). The temporary construction easement shall be free and clear of all encumbrances, except the Permitted Encumbrances, and which shall allow Seller and its agents and contractors the right of access over, upon and across the temporary construction easement as reasonably necessary for the development of the Seller Property. The temporary construction easement shall expire on June 30, 2028. Prior to the expiration of said temporary easement Buyer shall correct and compact the easement area to a standard reasonably acceptable to Seller and Buyer, and provide an as-built thereof to Seller. Buyer and Seller agree to work through any issues amicably that may arise due to improper use of right of access.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Seller to Buyer. If termination occurs all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by Seller shall be immediately returned to Seller and neither party will have any further rights or obligations with respect to this Agreement or the Property, except for such obligations that survive termination of this Agreement. All the contingencies in this Section 5.2 are specifically for the benefit of Seller, and Seller shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing.** The Closing Date shall occur on or before August 31, 2026 ("Closing Date"), unless otherwise agreed to by the parties. The Closing shall take place at the Title Company, unless the Parties agree to a remote closing. Seller agrees to deliver possession of the Property to Buyer on the Closing Date, in each case subject only to the Permitted Encumbrances.

6.1. **Seller's Closing Documents and Deliveries.** On the Closing Date, Seller shall

execute and/or deliver, as applicable, to Buyer the following:

A. **Warranty Deed.** A warranty deed, with state deed tax paid, conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the “Deed”).

B. **Temporary Construction Easement.** The Temporary Construction Easement signed by Seller.

C. **Public Infrastructure Development Agreement.** The Public Infrastructure Development Agreement signed by Seller.

D. **FIRPTA Affidavit.** An affidavit of Seller certifying that Seller is not a “foreign person,” “foreign partnership,” foreign trust,” “foreign estate,” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

E. **Seller’s Affidavit.** A standard owner’s affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.

F. **Bring-Down Certificate.** A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date.

G. **Settlement Statement.** A settlement statement with respect to this transaction.

H. **General Deliveries.** All other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called “standard exceptions” deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer’s Closing Documents and Deliveries.** On the Closing Date, Buyer shall execute and/or deliver, as applicable, to Seller the following:

A. **Payment of Purchase Price.** The Purchase Price, in accordance with the terms of Section 1.2.

B. **Temporary Construction Easement.** The Temporary Construction Easement signed by Buyer.

C. **Public Infrastructure Development Agreement.** The Public Infrastructure Development Agreement signed by Buyer.

D. **FIRPTA Affidavit.** An affidavit of Buyer certifying that Buyer is not a “foreign person,” “foreign partnership,” foreign trust,” “foreign estate,” nor a “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

E. **Buyer’s Affidavit.** A standard owner’s affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner’s policy of title insurance with respect to the Property with the so-called “standard exceptions” deleted.

F. **Bring-Down Certificate.** A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date.

G. **Settlement Statement.** A settlement statement with respect to this transaction.

H. **General Deliveries.** All other documents reasonably determined by Title to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser’s affidavits or revenue or tax certificates or statements.

7. **Prorations.** Seller and Buyer agree to the following prorations and allocation of costs with respect to this Agreement:

7.1 **Commitment and Closing Fee.** Seller will pay all costs of the title search and preparation of the Commitment with respect to the Property. Buyer will pay the cost of all premiums for any title insurance policy it desires with respect to the Property, and the costs of all endorsements. Seller and Buyer shall each pay one half (1/2) of any reasonable closing fee or charge imposed by the Title Company.

A. **Transfer Taxes.** Seller shall pay all state deed tax regarding the Deed.

B. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller prior to Closing. Buyer will pay all recording costs with respect to the recording of the Deed.

C. **Real Estate Taxes and Special Assessments.** General real estate taxes

applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date. Seller and Buyer agree that the Seller Property includes 10.099 developable acres lying south of Dayton Parkway and that the Property described as Parcel A on Exhibit A constitutes .699 acres, which is six and 92/100 percent (6.92%) of said developable acres. Therefore, Buyer shall also pay on the Closing Date 6.92 % of the installments of special assessments due and payable in the year of Closing. Further, The City shall, effective as of the day following the Closing Date, reassess the balance of the special assessments as follows: one-half (1/2) of the balance shall be allocated to the Property described as Parcel A on Exhibit A and one-half (1/2) shall be allocated to the remaining portion of the Seller Property lying south of Dayton Parkway.

D. **Attorneys' Fees.** Seller and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction.

E. **Appraisal Costs.** Buyer agrees to reimburse Seller at closing for appraisal costs of \$6,000.00.

F. **Survival.** The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination.** Within a reasonable time following the Effective Date, Buyer shall obtain the following: (i) a commitment for an owner's title insurance policy (ALTA Form 2021) issued by Title for the Property, and copies of all encumbrances described in the commitment (Commitment); and, if it desires, (ii) an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property (Survey) (the Survey together with the Commitment shall be known as the "Title Evidence").

8.1 **Buyer's Objections.** Within twenty (20) calendar days after Buyer's receipt of the last of the Title Evidence, or twenty (20) days after the date of execution of this Agreement, whichever occurs later, Buyer may make written objections (Objections) to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may interfere with Buyer's intended use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by Buyer within such time period shall be deemed to be permitted encumbrances (Permitted Encumbrances). Buyer shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2 **Seller's Cure.** Seller shall be allowed twenty (20) calendar days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if Seller elects not to cure such Objections, Buyer shall have the option to do any of the following:

A. Terminate this Agreement with respect to all of the Property.

B. Waive one (1) or more of its Objections and proceed to Closing.

If Buyer so terminates this Agreement, neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement and any amount previously paid by Buyer to Seller shall be refunded to Buyer.

9. **Representations and Warranties.**

9.1 **By Seller.** Seller warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Seller is a Minnesota limited liability company, duly organized, validly existing and in good standing under the laws of the state of Minnesota.

B. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Seller has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by Seller and such execution, delivery and performance does and will not conflict with or result in a violation of any judgment or order.

C. The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.

D. To Seller's knowledge, except as contemplated herein, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any other entity, is required on the part of Seller to authorize, or is required in connection with, the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

E. To Seller's knowledge, except for Buyer's eminent domain action affecting the Property, there are no actions, suits or proceedings pending or threatened against or affecting Seller or the Property, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which in any of the foregoing (a) challenges the legality, validity or enforceability of this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

F. To Seller's knowledge, there are no wells on the Property within the meaning of Minn. Stat. § 103I. To Seller's knowledge, there are no sewage treatment systems located on the Property within the meaning of Minn. Stat. § 115.55. To Seller's knowledge, there has been no methamphetamine production on or about any portion of the Property. This representation is intended to satisfy the requirements of Minn. Stat. § 152.0275.

G. Seller is not a "foreign person," "foreign corporation," "foreign trust," "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, (i) no condition exists on the Property that may support a claim or cause of action under any Environmental Law (as defined below) and there are no Hazardous Substances (as defined below) on the Property, (ii) there has been no release, spill, leak or other contamination or otherwise onto the Property, and (iii) there are no restrictions, clean ups or remediation plans regarding the Property. To Seller's knowledge, except as may be disclosed as part of the Due Diligence Materials, there is no buried waste or debris on any portion of the Property. "Environmental Law" shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing. "Hazardous Substances" shall mean polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutants or contaminants" or similar substances under any Environmental Law. Notwithstanding the foregoing, Seller discloses that pesticides and other similar materials have been used on the Property for agricultural purposes and that to Seller's knowledge all such materials have been used in accordance with applicable laws and regulations.

I. There are no unrecorded contracts of any nature or type relating to, affecting or serving the Property, to which the Seller is a party.

J. There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

The representations, warranties and other provisions of this section shall survive Closing for a period of one (1) year from the Closing Date; provided, however that Seller shall have

no liability with respect to a breach of the representations and warranties set forth in this Agreement if Buyer has actual knowledge of Seller's breach thereof prior to Closing and Buyer consummates the acquisition of the Property as provided herein.

Buyer acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or arising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or environmental condition, utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to Buyer, or any other matter or item regarding the Property. Buyer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the deed.

9.2 **By Buyer.** Buyer warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

A. Buyer is a municipal corporation, validly existing and in good standing under the laws of the state of Minnesota.

B. Buyer has all requisite authority to enter into this Agreement and to perform all of its obligations under this Agreement.

C. The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, (b) violate or contravene any provision of the articles of incorporation or bylaws of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this section shall survive Closing; provided, however, Buyer shall have no liability with respect to any breach of a particular representation or warranty if Seller shall fail to notify Buyer in writing of such breach within one (1) year after the Closing Date.

10. **Assignment.** This Agreement binds and benefits the Parties and their respective successors and assigns. Buyer may not assign this Agreement without the prior consent of the Seller. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

11. **Survival.** All representations and warranties and indemnification obligations of the Parties shall survive the Closing.
12. **Notices.** Any notice required or permitted hereunder shall be deemed effective on the date of receipt if given by personal delivery upon an authorized representative of a party hereto; or if mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; or if sent via electronic mail with follow-up via U.S. mail, properly addressed as follows:

If to Seller: Schany Group, LLC
22140 Oakdale Drive
Rogers, MN 55374
Attn: Lou Schany
E-mail:

With a copy to: Ken Streeter
Streeter Companies
6900 Winnetka Circle, #100
Brooklyn Park, MN 55428
E-Mail: Ken @streetercompanies.com

And a copy to: David Lenhardt
Messerli & Kramer, P.A.
12725 43rd St NE, Suite 201
St. Michael, MN 55376
E-Mail: dlenhardt@messerlikramer.com

If to City: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327
Attn: City Administrator
E-mail: zdoud@daytonmn.gov

Any party may change its address for the service of notice by giving notice of such change 10 days prior to the effective date of such change.

13. **Default; Remedies.** If either Seller or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election.
14. **Cumulative Rights.** No right or remedy conferred or reserved to Seller or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

15. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in writing executed by the parties.
16. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.
17. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal action related to this Agreement shall be venued in Hennepin County District Court.
18. **Rules of Interpretation.** The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof. References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.
19. **Titles of Sections.** Any titles of the sections, or any subsections, of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. “PDF” signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.
21. **Recitals; Exhibits.** The foregoing Recitals are true statements of fact and are incorporated into this Agreement by this reference, including the definitions set forth herein. All exhibits referenced to in and attached to this Agreement upon execution are incorporated in and form a part of this Agreement as if fully set forth herein.
22. **Broker’s Commission.** Buyer represents and warrants to Seller that it has dealt with no brokers, finders or the like in connection with this Agreement or the transactions contemplated hereby. Seller represents and warrants to Buyer that it has retained Ken Streeter and Streeter Companies as Sellers’s broker. Seller has not dealt with any finders or the like in connection with this Agreement of the transactions contemplated hereby. Buyer shall not pay any broker’s commission as part of this Agreement.
23. **Time of the Essence.** Time is of the essence of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, City and Seller have executed this Agreement as of the Effective Date.

CITY OF DAYTON, MINNESOTA

By: _____
Dennis Fisher
Mayor

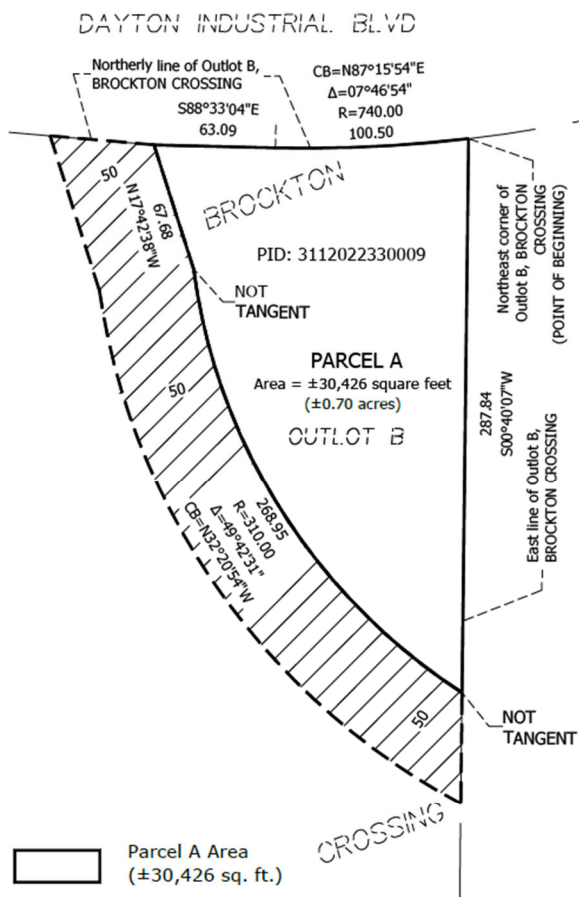
Attest: _____
Amy Benting
City Clerk

SCHANY GROUP, LLC:

By: Lonella J. Schany
Name:
Its: CEO

EXHIBIT A PROPERTY

DAYTON, MN



Parcel A Area
(±30,426 sq. ft.)

Temporary
Construction Easement
(±18,986 sq. ft.)

0 40 80
SCALE IN FEET

PARCEL A

That part of Outlot B, BROCKTON CROSSING, according to the recorded plat thereof, Hennepin County, Minnesota, described as follows:
Beginning at the northeast corner of said Outlot B; thence South 00 degrees 40 minutes 07 seconds West, assumed bearing along the east line of said Outlot B, a distance of 287.84 feet; thence northwesterly 268.95 feet along a non-tangential curve concave to the northeast having a radius of 310.00 feet, central angle of 49 degrees 42 minutes 31 seconds and a chord bearing of North 32 degrees 20 minutes 54 seconds West; thence North 17 degrees 42 minutes 38 seconds West, not tangent to last described curve, 67.68 feet to the northerly line of said Outlot B; thence easterly 163.59 feet along said northerly line of Outlot B to the point of beginning.

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across that part of Outlot B, BROCKTON CROSSING, according to the recorded plat thereof, Hennepin County, Minnesota, lying 50.00 feet to the left of the following described line:
Commencing at the northeast corner of said Outlot B; thence South 00 degrees 40 minutes 07 seconds West, assumed bearing along the east line of said Outlot B, a distance of 287.84 feet to the point of beginning; thence northwesterly 268.95 feet along a non-tangential curve concave to the northeast having a radius of 310.00 feet, central angle of 49 degrees 42 minutes 31 seconds and a chord bearing of North 32 degrees 20 minutes 54 seconds West; thence North 17 degrees 42 minutes 38 seconds West, not tangent to last described curve, 67.68 feet to the northerly line of said Outlot B and said line there terminating.
The sidelines of said easement are prolonged or shortened to terminate on said east line and northerly line of Outlot B, thereof.

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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: DANIEL J. ROEBER

SIGNATURE: *Daniel J. Roeber*

DATE SEPTEMBER 3, 2025 LIC. NO. 43133

Stantec
Minneapolis Office
733 Marquette Ave
Suite 1000
Minneapolis, MN 55402
Phone: 612-712-2000
Website: www.stantec.com

DRAWING NAME

193807359_DaytonCreekRd_V101

DRAWN

DJR

PROJ. NO.

193807359

PUBLIC INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS PUBLIC INFRASTRUCTURE DEVELOPMENT AGREEMENT (“Agreement”) is made as of July 14, 2026, (“Effective Date”) by and between the City of Dayton, a Minnesota municipal corporation (“City”) and Schany Group, LLC, a Minnesota limited liability company (“Developer”). For purposes of this Agreement, the City and Developer may each be referred to as a “Party,” and shall together be referred to as “Parties.”

RECITALS

A. The Developer is the owner of real property located adjacent to Dayton Parkway, in the City of Dayton, Hennepin County, Minnesota, legally described and depicted on Exhibit A, attached hereto (“Property”).

B. The City and Developer entered into a Purchase Agreement, dated July 14, 2026, whereby the City agrees to purchase a portion of the Property (approximately $\pm$ 30,426 square feet of land) from the Developer for the construction of a public street (“Purchase Agreement”).

C. As consideration of the Purchase Agreement, the Developer requests the City enter into this Agreement relating to access, plat review and approval, stop lights, and development fee credits for the development of the Property.

D. The City agrees to enter into this Agreement with Developer as consideration for the Purchase Agreement.

E. The City and Developer agree that if the purchase in the Purchase Agreement fails to close for any reason, then this Agreement is null and void and shall have no effect.

NOW, THEREFORE, subject to the terms and conditions of this Agreement, the City and Developer agree as follows:

1. City Decisions.

1.1 **Final Plat Approval.** The City agrees to approve the final plat of the Property submitted by the Developer so long as the final plat complies with applicable statutes, codes, rules, regulations, and standards, including but not limited to the Dayton City Code and City standards and specifications. Subject to applicable law, the City has the sole discretion to approve the final plat with or without conditions. City shall at its expense and at no expense to Developer plat the land described as Parcel A on Exhibit A to the Purchase Agreement and include the balance of Developer’s land lying south of Dayton Parkway as Outlot A within said plat.

1.2 **Development Agreement.** If the City approves the final plat, then under the authority granted to it under Minnesota Statutes Chapter 412 and 462, the City requires the Developer to enter into a development agreement, which defines the work to be completed by the Developer to develop the Property, including public improvements and site improvements, and financial assurances that the

Developer will complete the work. The City and Developer agree that the development agreement for the final plat will incorporate Sections 2.1, 2.2, 2.3, 2.4, and 3.1 of this Agreement.

1.3 **City Retains Authority.** Subject to applicable law, the City retains the discretion to approve any development on the Property.

2. **Public Infrastructure.**

2.1 **Stub Road.** The City agrees to construct, at no cost to the Developer and without specially assessing against the Property, a widened access to the Property that meets the WB-67 standard from Dayton Parkway to the Property lying to the north of Dayton Parkway and to the Property lying the south of Dayton Parkway, which will include the new public road the City shall to construct over and across that portion of the Property lying south of Dayton Parkway as depicted and described as Parcel A on the Exhibit A to the Purchase Agreement ((hereafter the “Stub Road”). The Parties agree that Stub Road includes, but is not limited to, the street right-of-way, construction of the roadway and installation of sanitary sewer, storm sewer and water utilities, lighting, ponding and street signs. When the City’s construction of the Stub Road is complete, the City agrees to provide on CADD to the Developer, at no cost or expense, an “As Built” plan of Stub Road with all exhibits.

2.2 **Curb Cut.** The City agrees to provide a curb cut and reasonable access to the Stub Road from the east – west road to be constructed across that part of the Property lying south of Dayton Parkway and south of Interstate 94. The curb cut will be constructed once its location is determined by the Developer or its directed affiliate. The curb cut will only be placed one time by the City.

2.3 **Stop Lights.** The City agrees to provide, at no cost to the Developer and without specially assessing the cost or any part thereof against the Property the stop lights necessary as a result of the developments proposed to take place southwest of I-94 and west of Brockton Lane along Dayton Parkway.

3. **Development Fees.**

3.1 **Rate.** If the City approves a final plat of that part of the Property lying south of Dayton Parkway, then as part of the development agreement (defined in Section 1.2), the City will provide development fee credits (which shall include Water Trunk, Sewer Trunk, Stormwater Trunk, Park Dedication and Trail Dedication Fees) at a 50% rate for any proposed development on that portion of the Property.

4. **Other Development Requirements.**

4.1 **Tree Preservation.** The City shall act in good faith to attempt to minimize development and visibility related problems resulting from the application of the City’s tree preservation and protection requirements to the development of the Property and to any parcels developed in the Property. The Parties agree that the terms of this Section 4.1 shall also apply to

Developer's land lying north of Dayton Parkway, which land is designated by Hennepin County PID No. 3112022320014.

5. **Miscellaneous.**

5.1 **Termination.** If the purchase in the Purchase Agreement fails to close for any reason, then this Agreement terminates automatically without any action of either Party.

5.2 **City's Obligations.** The terms of this Agreement shall not be considered an affirmative duty upon the City to take any action regarding the Property that is not expressly set forth in this Agreement.

5.3 **Notices.** Any notice required or permitted hereunder shall be deemed effective on the date of receipt if given by personal delivery upon an authorized representative of a party hereto; or if mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; or if sent via electronic mail with follow-up via U.S. mail, properly addressed as follows:

If to Developer:	Schany Group, LLC 22140 Oakdale Drive Rogers, MN 5374 Attn: Lou Schany E-mail:
With a copy to:	Ken Streeter Streeter Companies 6900 Winnetka Circle, #100 Brooklyn Park, MN 55428 E-Mail: Ken @streetercompanies.com
And a copy to:	David Lenhardt Messerli & Kramer, P.A. 12725 43rd St NE, Suite 201 St. Michael, MN 55376 E-Mail: dlenhardt@messerlikramer.com
If to City:	City of Dayton 12260 S Diamond Lake Road Dayton, MN 55327 Attn: City Administrator E-mail: zdoud@daytonmn.gov

Any party may change its address for the service of notice by giving notice of such change 10 days prior to the effective date of such change.

5.4 **No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.

5.5 **Validity.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

5.6 **No Recording.** The Agreement shall not be recorded without the written consent of the parties.

5.7 **Binding Agreement.** The Parties mutually recognize and agree that all terms and conditions shall be binding upon the successors and assigns of the City and Developer.

5.8 **Assignment.** The Developer may not assign this Agreement without the prior written consent of the City Council, which approval will not be unreasonably withheld or delayed. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities of the Developer provided in this Agreement. Upon satisfaction of such requirements by such third-party buyer, the Developer's obligations hereunder shall terminate. Absent approval of the City Council, the Developer's obligations hereunder shall continue in full force and effect.

5.9 **Entire Agreement; Amendment.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. There are no verbal agreements that change this Agreement. The parties hereto may by mutual written agreement amend this Agreement in any respect.

5.10 **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

5.11 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal action related to this Agreement shall be venued in Hennepin County District Court.

5.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.13 **Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

5.14 **Recitals.** The recitals contained in this Agreement are true and correct as of the Effective Date and are incorporated herein for all purposes.

5.15 **Exhibit.** The following exhibit is attached to this Agreement and is incorporated herein for all purposes.

Exhibit A: Property

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY:
CITY OF DAYTON

By:_____

Dennis Fisher, Mayor

By:_____

Amy Benting, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) ss.

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

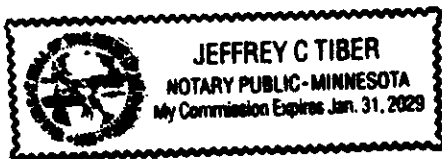
Notary Public

DEVELOPER:
SCHANY GROUP, LLC

By: Louella Schany
Name:
Its: CEO

STATE OF Minnesota
COUNTY OF Hennepin) ss.

On this 26th day of June, 2026, before me a Notary Public within and for said County, personally appeared Louella Schany to me personally known, who being by me duly sworn, did say that s/he is the Manager/CEO of Schany Group, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Manager and said Louella Schany acknowledged said instrument to be the free act and deed of the entity.



Notary Public [Signature]

THIS INSTRUMENT DRAFTED BY:
Cynthia Kirchoff (#0346536)
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
PROPERTY

Real property situated in the City of Dayton, County of Hennepin, State of Minnesota, legally described as the parent PID 31-120-22-33-0009.

ITEM:

Consideration of Termination of Employee

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consideration of Termination of Employee

BACKGROUND:

Employee cannot meet performance expectations for the Police officer position.

CRITICAL ISSUES:

None.

RECOMMENDATION:

Approval of Termination of Employee

ATTACHMENT(S):

None

ITEM:

Resignation of Firefighter Shelby

PREPARED BY:

Fire Chief Gary Hendrickson

POLICY DECISION / ACTION TO BE CONSIDERED:

Acceptance of Resignation, Firefighter Shelby.

BACKGROUND: CRITICAL ISSUES:

I am requesting formal acceptance of Firefighter Scott Shelby's resignation from the Dayton Fire Department, effective immediately on July 13, 2026.

Scott has been a valued member of our department, and we are grateful for the time, commitment, and service he has provided to the City of Dayton and our community. His contributions have been appreciated by both his fellow firefighters and the residents we serve.

Please join me in thanking Scott for his service and wishing him the very best in his future endeavors.

RECOMMENDATION:

Accept Firefighter Shelby's resignation.

ATTACHMENT(S):

Letter of Resignation.

From: [Scott Shelby](#)
To: [Zach Doud](#)
Subject: Re: FFDE Appointment Details
Date: Monday, July 13, 2026 5:21:30 PM

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

This is my formal resignation .

[REDACTED]

[REDACTED]

Sent from my iPhone