

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, June 10, 2025

Work Session 2026 Budget - 5pm

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**
- 6:35 **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 May 27, 2025
- B. Approval of Payment of Claims for June 10, 2025
- C. Approval of Pay Request 10 for the Wellhouse 5 Project
- D. Approval of Change Order 6 for Wellhouse 5 Project
- E. Approval of Change Order 1 for the Dayton HMGP Generators Projects
- F. Approval of Pay Request 5 for the Dayton HMGP Generators Projects
- G. Approval of Resolution 36-25; Donation From Trost Family for Police and Fire
- H. Approval of Temporary Liquor Licenses for the Dayton Lions
- I. Approval of Playground Equipment Area 21 Park
- J. Approval of Letter of Credit Reduction for the Cubes
- K. Approval of Gambling License for September 13, 2025 for Magnus Foundation
- 6:40 **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**
- Action Items**
- 7:00 L. Fire Suppression Tank Replacement at Public Works
- 7:15 M. Personnel Policy Update
- 7:30 N. Approval of the Abdo HR
- 8:00 **ADJOURNMENT**

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

CALL TO ORDER

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, May 27, 2025.

PRESENT: Mayor Dennis Fisher, David Fashant, Stephanie Henderson, Scott Salonek, and Sara Van Asten (entered during staff updates)

ABSENT: None

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Doud noted that the Payment of Claims needed to be reduced by \$508 due to a dual payment for Summit Fire Protection.

Fashant requested item H be moved out of consent.

MOTION: *Motion made by Salonek, seconded by Fashant, to approve the amended agenda. Motion carried 4-0.*

Life Saving Award - Recognition to Police and Fire for the Efforts on April 08, 2025

Hendrickson provided statistics on cardiac arrest, noting that about 356,000 cases occur annually in the United States, with about 90% resulting in fatalities.

Hendrickson introduced Tom and Kendall, who were present for the recognition.

Enga detailed the events of April 8, 2025, when Dayton Police, Dayton Fire Department, and North Memorial responded to a medical emergency involving an unconscious adult male later identified as Tom. The first responders performed life-saving compressions and provided supplemental oxygen for approximately 20 minutes until Tom could be transferred to the hospital. Enga commended the first responders for their outstanding service and teamwork.

Tom expressed his gratitude to the first responders, acknowledging that their rapid response, training, and ability to execute in a time of crisis saved his life. He thanked them on behalf of his wife Kendall, their two daughters, Mackenzie and Violet, and their family.

CONSENT AGENDA

- A.** Approval of Council Meeting Minutes of May 13, 2025
- B.** Approval of Work Session Meeting Minutes of May 13, 2025
- C.** Approval of Payment of Claims for May 27, 2025

- D. Approval of Liquor License Renewals
 - 1 Dayton Bar & Grill
 - 2 Dayton Gas Stop
 - 3 Dayton Wine & Spirits
 - 4 Daytona Country Club
 - 5 Dehn's Country Manor
 - 6 Sundance Entertainment Center
 - 7 Kwik Trip # 1157
 - 8 Fisher Farms
- E. Approval of a Temporary Liquor License and Gambling Permit for Church of St. John the Baptist on August 3rd
- F. Approval of Pay Request 9 for the Wellhouse 5 Project
- G. Approval of Conditional Job Offer for Two Full Time Officers Christian McCarty and Josiah Needham and Conditional Job Offer for Part-Time Officer Marlen Salazar
- H. Approval of Resolution 35-2025; Municipal Consent for Purchase 17060 Dayton River Road by Three Rivers Park District
- I. Approval of Resignation from EDA Member Juan Peralta
- J. Approval of Pay Application 1 for Vada Contracting for the Elsie Stephens North Pedestrian Bridge Payment
- K. Approval of Pay Application 1 for the 2024 Park Improvement Project Park Irrigation Well and Electrical Supply
- L. Approval of Change Order 3 for MSA Water Trail Contract
- M. Approval of Pay Application 1 for the 2024 Park Improvement Project Park Irrigation Installation
- N. Approval of Pay Application 12 for Well Head Treatment to Magney Construction
- O. Approval of Resolution 34-2025; Accepting Donation from John D'Agostini for Police Department

MOTION: Motion made by Fashant, seconded by Henderson, to approve the Consent Agenda (excluding item H). Motion carried 4-0.

H. Approval of Resolution 35-2025; Municipal Consent for Purchase 17060 Dayton River Road by Three Rivers Park District

This item was removed from the Consent Agenda for separate discussion.

MOTION: Motion made by Salonek, seconded by Fisher, to approve Resolution 35-2025. Motion carried 3-1, with Fashant voting no.

Fashant expressed concern about continuing down this path of purchases, noting that the council had previously stated they would not approve any more. Fashant emphasized the need to be cautious and pointed out that Three Rivers had not agreed to anything different from their master plan of owning the whole river.

Salonek stated he was going along with this approval but hoped to have a conversation about it at another work session to resolve the issue.

Fisher agreed with the sentiment but noted that this property stood out as unique due to the condition of the home.

OPEN FORUM:

There were no speakers for the open forum.

STAFF, CONSULTANT, AND COUNCIL UPDATES:

Doud thanked the council for their feedback on the weekly update and emphasized its importance for providing direction.

Farrell provided updates on ongoing projects:

- The well-head treatment plant work is continuing, with the roof installed and masonry work in progress.
- Well 5 startup was completed last week, with a high capacity of 1400-1800 gallons per minute.
- Irrigation work is ongoing at Elsie Stephens and River Hills.
- The Elsie Stephens master plan update's first steering committee meeting is scheduled for the next day.

Hendrickson reported on a visit from an assistant chief from the Bazikka fire department in Ukraine, who thanked them for a donated truck. Hendrickson also thanked Salonek for spending time with him and encouraged other council members to visit.

Salonek suggested recognizing Lori Hansen in the communicator for her volunteer efforts in picking up garbage along South Diamond Lake Road. Salonek also inquired about the possibility of milling and overlaying East French Lake Road before a river crossing or Zanzibar project.

Quisberg estimated the cost for the entire stretch of East French Lake Road to be around \$700,000-\$800,000. Quisberg confirmed that the project is already scheduled for next year in the pavement management plan.

Van Asten apologized for being late to the meeting.

Doud asked if the council would like staff to look into moving the East French Lake Road project forward to this year. The council discussed the potential benefits and drawbacks of advancing the project, considering the current favorable bidding environment.

COUNCIL BUSINESS

New Business

P. Budget Discussion for Ideas on 2026 Budget from Council

Doud presented an overview of the budget process and timeline for the 2026 budget. Doud explained the different City funds and how they are funded, emphasizing the difference between property tax levy-funded and user fee-funded accounts.

Doud posed questions to the council regarding their priorities and goals for the 2026 budget year, long-term planning goals, and their focus on tax rate, tax levy, or both. Doud also explained the concept of fiscal disparities and how it affects the City's budget.

The council discussed items, including:

- New capacity values and information on non-recurring spending from the previous year.
- Built-in costs such as union contracts and health insurance payments.
- More information on TIF districts and their impact on the budget.
- Keeping the tax rate the same or slightly lower.
- Need to see what costs are outside of their control.
- More information on the levy or tax rate.

Action Items

Q. Approval of Parkway Neighborhood Infrastructure Design Proposal

Quisberg presented information on the public infrastructure related to the Parkway neighborhood development in southwest Dayton. Quisberg explained that significant infrastructure, including sewer and roadway extensions beyond the development boundaries, would be needed.

Quisberg outlined the proposed process for moving forward with the project, including obtaining site and design information, completing the final design, and preparing construction documents for bidding. Quisberg provided an estimated cost breakdown and recommended moving forward with engineering services.

The council discussed concerns about access through property owned by the Schany Group, which has not granted permission for the road extension. They debated whether to proceed with the design work given this uncertainty.

MOTION: *Motion made by Salonek, seconded by Fashant, to table the item.
Motion carried 5-0.*

R. Approval of 113th Avenue/East French Lake Road Moratorium Area Concept Action Items

Sevald presented a proposal for developing concept plans for the 113th Avenue and East French Lake Road area, which is currently under a moratorium. The proposal includes creating two concept plans and then revising them into a third plan, with a total cost of \$15,300 that would be completed this summer.

Bill Ramsey, a developer with property in the area, addressed the council. Ramsey shared his perspective on the proposed road layouts and emphasized the importance of considering the impact on residential areas and truck traffic.

The council discussed the need to revisit the land use designations in the area and how to provide input on their preferences for the concept plans.

MOTION: *Motion made by Fashant, seconded by Van Asten, to approve the proposal. Motion carried 5-0.*

S. Approval of Feasibility Study and Authorize the Preparation of Plans and Specifications for the Dayton Parkway Signals Project

Quisberg presented information on the proposed signalization of intersections on Dayton Parkway. Quisberg explained the project's background, funding sources, and timeline. The total project cost is estimated at \$1,500,000 for two intersections.

The council discussed the necessity of both signals and the potential to phase the project. They ultimately decided to approve the preparation of plans and specifications for both intersections, with the understanding that they can make decisions about bidding and construction later.

MOTION: *Motion made by Salonek, seconded by Van Asten, to approve the feasibility study and authorize the preparation of plans and specifications.
Motion carried 5-0.*

T. Ordinance 2025-14; Updating City Code Chapter 31

Benting presented proposed updates to City Code Chapter 31. The council discussed and approved several changes, including:

- Striking the requirement for meetings to adjourn by 11 PM unless a majority votes to continue.
- Removing the requirement to read ordinances and resolutions in full.
- Updating population numbers used in examples.
- Modifying the process for reviewing council stipends to align with the budget process.

MOTION: *Motion made by Fashant, seconded by Henderson, to approve Ordinance 2025-14 with the discussed changes. Motion carried 5-0.*

ADJOURNMENT

With no objections, Fisher adjourned the meeting at 8:51 pm.

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting June 10 , 2025

	Totals
Claims Roster 06-10-2025	\$ 655,156.85
Prepaid 05-22-2025 EB	\$ 80,487.62
Prepaid 06-05-2025 EB	\$ 110,396.21

Total Payments:	\$ 846,040.68
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Payroll 05-22-2025 Bi-Weekly 11	\$ 107,017.48
Payroll 06-05-2025 Bi-Weekly 12	\$ 110,756.68

Check # sequence to be approved by City Council from meeting date of 06/10/2025:

Checks # 078985-079086

06/04/2025

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 06/10/2025 - 06/10/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	A TOUCH OF MAGIC FD: EVENT 10.5.2025 AT NOON 101-42260-50345	06/02/2025 CHOYT FD: EVENT 10.5.2025 AT NOON	06/10/2025	419.00 419.00	0.00	Paid	Y 06/02/2025
	ASPEN MILLS PD; UNIFORM-GENERAL VEST-BURNS 101-42120-50217	06/02/2025 CHOYT PD; UNIFORM-GENERAL VEST-BURNS	06/10/2025	383.70 383.70	383.70	Open	N 05/27/2025
	ASSOCIATION OF MN COUNTIES PROFESSIONAL DEVELOPMENTIN PERSON 101-41110-50208	06/02/2025 CHOYT PROFESSIONAL DEVELOPMENT-Z DOUD	06/10/2025	60.00 30.00	60.00	Open	N 04/16/2025
	101-41310-50208	PROFESSIONAL DEVELOPMENT-S VAN ASTEN		30.00			
	BANK FEE-ADJ MARCH 2025 SCANNER/CASH MGMT 101-41500-50309	04/30/2025 DBRUNETTE MARCH 2025 SCANNER	04/30/2025	50.00 25.00	0.00	Paid	Y 04/30/2025
	101-41500-50309	MARCH 2025 CASH MGMT		25.00			
	BEAUDRY PW; ULS #2 DYED DIESEL -204.30 101-43100-50212	05/23/2025 CHOYT PW; ULS #2 DYED DIESEL -204.30	06/10/2025	590.63 590.63	590.63	Open	N 05/16/2025
	BEAUDRY PW; UNLEADED 87 -571.10 101-43100-50212	05/23/2025 CHOYT PW; UNLEADED 87 -571.10	06/10/2025	1,464.30 1,464.30	1,464.30	Open	N 05/16/2025
	BEAUDRY PW; UNLEADED 87 -746.70	05/28/2025 CHOYT	06/10/2025	1,950.38	1,950.38	Open	N 05/22/2025

101-43100-50212	PW; UNLEADED 87 -746.70			1,950.38			
BLACK & VEATCH	06/03/2025	06/10/2025	15,510.10	15,510.10	Open	N	
WELL 4 & 5 FILTRATION DET DES; APR 2025	CHOYT						05/31/2025
601-00000-16500	WELL 4 & 5 FILTRATION DET DES; APR-MAY		15,510.10				
C. VISION PRODUCTION	05/28/2025	06/10/2025	2,925.00	2,925.00	Open	N	
VIDEO TECH; MAY 2025	CHOYT						05/28/2025
226-41900-50430	VIDEO TECH; MAY 2025		2,925.00				
CARSON,CLELLAND & SCHREDER	06/02/2025	06/10/2025	2,000.00	2,000.00	Open	N	
CRIMINAL PROSECUTION;MAY 2025	CHOYT						05/29/2025
101-41640-50305	CRIMINAL PROSECUTION;MAY 2025		2,000.00				
CENTERPOINT ENERGY	06/02/2025	06/10/2025	899.72	0.00	Paid	Y	
8000014132-7 GAS SVCS; MAR 2025	CHOYT						05/23/2025
101-43100-50383	PW; 5888628-4		257.39				
101-41810-50383	CH; 5895786-1		323.13				
101-41910-50383	AC; 5895789-5		239.75				
101-42260-50383	FD; 5895789		79.45				
CENTURYLINK	05/27/2025	06/10/2025	218.18	0.00	Paid	Y	
PW; WELLHOUSE 2/WATER SYSTEM SCADA MAY-	CHOYT						05/13/2025
601-49400-50321	PW; 763 323-0023 WATER SYSTEM SCADA		109.09				
602-49400-50321	PW; 763 323-0975 WELLHOUSE 2 LANDLINE		109.09				
CENTURYLINK	05/28/2025	06/10/2025	47.44	0.00	Paid	Y	
PW; 763 428-7345- MAY-JUN 2025	CHOYT						05/21/2025
101-43100-50321	PW; 763 428-7345- MAY-JUN		47.44				
CINTAS	05/23/2025	06/10/2025	124.87	124.87	Open	N	
PW; UNIFORMS	CHOYT						05/22/2025
101-43100-50217	PW; UNIFORMS		124.87				
CINTAS	06/02/2025	06/10/2025	64.62	64.62	Open	N	
PW; FIRST AID CABINET FILLED	CHOYT						05/28/2025
101-43100-50210	PW; FIRST AID CABINET FILLED		64.62				

CINTAS		06/02/2025	06/10/2025	126.60	126.60	Open	N
PW; UNIFORMS		CHOYT					05/30/2025
101-43100-50217	PW; UNIFORMS			126.60			
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COMFORT MATTERS		06/02/2025	06/10/2025	2,276.00	2,276.00	Open	N
RENEWAL OF COMMERCIAL SUNSHINE CLUB AU		CHOYT					06/01/2025
101-41810-50300	RENEWAL OF COMMERCIAL SUNSHINE CLUB			2,276.00			
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COMFORT MATTERS		06/02/2025	06/10/2025	495.00	495.00	Open	N
AC-FD1 RENEWAL OF COMMERCIAL SUNSHINE (CHOYT					06/02/2025
101-41810-50300	AC/FDRENEWAL OF COMMERCIAL SUNSHINE CLUB			495.00			
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CONNEXUS ENERGY		05/27/2025	06/10/2025	6,000.11	0.00	Paid	Y
ELECTRIC SERVICES; APR-MAY 2025		CHOYT					05/27/2025
101-43100-50230	172514- ST LIGHTS;			39.65			
101-43100-50230	172516- ST LIGHTS;			2,339.52			
101-43100-50230	172802- ST LIGHTS;			63.07			
101-43100-50230	172803- ST LIGHTS;			246.63			
101-42130-50381	173098- SIREN;			21.40			
602-49400-50381	178838- 141ST OUTBUILDING;			34.98			
601-49400-50381	299049- WELL#2;			2,630.37			
602-49400-50381	299195- ROSEWOOD LIFT;			56.85			
601-49400-50381	299380- WATER TOWER;			143.49			
602-49400-50381	303882- PINEVIEW LIFT;			42.06			
602-49400-50381	307062- HACKBERRY LIFT;			100.06			
101-42130-50381	309045- E FRENCH SIREN;			17.40			
101-43100-50230	317271- ST LIGHTS;			68.24			
101-43100-50230	325071- 13699 PINEVIEW LANE;			168.89			
101-43100-50230	324905- 14503 KINGVIEW LN;			27.50			
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COORDINATED BUSINESS SYSTEMS		06/02/2025	06/10/2025	135.96	135.96	Open	N
ENGINEER ROOM PRINTER-KYOCERA COPIER AP		CHOYT					06/02/2025
101-41810-50308	ENGINEER ROOM PRINTER-KYOCERA COPIER			135.96			
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CORNERSTONE		06/02/2025	06/10/2025	1,856.23	1,856.23	Open	N
PD; 2021 DODGE DURANGO REPAIR		CHOYT					05/29/2025

101-42120-50220	PD; 2021 DODGE DURANGO REPAIR			1,856.23			
CUB SCOUT PACK 684	06/03/2025	06/10/2025	150.00	150.00	Open	N	
DAC RENTAL DEPOSIT REFUND: EVENT 06.01.25 CHOYT							06/03/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 06.01.		150.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11625 WESTON LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11625 WESTON LN N LANDSCAPE ESCROW RELEA		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11600 WESTON LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11600 WESTON LN N LANDSCAPE ESCROW RELEA		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
15905 116TH AVE N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	15905 116TH AVE N LANDSCAPE ESCROW RELEA		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11612 UPLAND LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11612 UPLAND LN N LANDSCAPE ESCROW RELEA		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11525 POLARIS LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11525 POLARIS LN N LANDSCAPE ESCROW RELE		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11553 POLARIS LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11553 POLARIS LN N LANDSCAPE ESCROW RELE		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11561 POLARIS LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11561 POLARIS LN N LANDSCAPE ESCROW RELE		3,000.00				
DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N	
11557 POLARIS LN N LANDSCAPE ESCROW REL CHOYT							05/22/2025
420-00000-22100	11557 POLARIS LN N LANDSCAPE ESCROW RELE		3,000.00				

DAVID WEEKLEY HOMES	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
11565 POLARIS LN N LANDSCAPE ESCROW RELE CHOYT						05/22/2025
420-00000-22100	11565 POLARIS LN N LANDSCAPE ESCROW RELE		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14487 FERNBROOK LA LANDSCAPE ESCROW RE CHOYT						05/22/2025
420-00000-22100	14487 FERNBROOK LA LANDSCAPE ESCROW RELE		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14477 FERNBROOK LA N LANDSCAPE ESCROW F CHOYT						05/22/2025
420-00000-22100	14477 FERNBROOK LA N LANDSCAPE ESCROW RE		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14345 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14345 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14365 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14365 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14355 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14355 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14375 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14375 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14385 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14385 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14374 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14374 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			

DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14384 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14384 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
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DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14394 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14394 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14404 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14404 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14405 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14405 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14415 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14415 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14395 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14395 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14414 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14414 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
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DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14425 EMPIRE LN N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14425 EMPIRE LN N LANDSCAPE ESCROW RELEA		3,000.00			
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DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N
14463 DALLAS LA N LANDSCAPE ESCROW RELE/ CHOYT						05/22/2025
420-00000-22100	14463 DALLAS LA N LANDSCAPE ESCROW RELEA		3,000.00			
<hr/>						
DR HORTON	05/22/2025	06/10/2025	3,000.00	3,000.00	Open	N

14453 DALLAS LA N LANDSCAPE ESCROW RELE/ CHOYT							05/22/2025
420-00000-22100	14453 DALLAS LA N LANDSCAPE ESCROW RELEA			3,000.00			
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EBERT CONSTRUCTION	06/02/2025	06/10/2025		127,459.40	127,459.40	Open	N
DAYTON WELLHOUSE #5-PAY 9	CHOYT						05/05/2025
601-00000-16500	DAYTON WELLHOUSE #5-PAY 9			134,167.80			
601-00000-20600	RETAINAGE PAYABLE			(6,708.40)			
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EBERT CONSTRUCTION	06/03/2025	06/10/2025		61,973.82	61,973.82	Open	N
DAYTON WELLHOUSE #5-PAY 10	CHOYT						06/03/2025
601-00000-16500	DAYTON WELLHOUSE #5-PAY 10			65,235.61			
601-00000-20600	RETAINAGE PAYABLE			(3,261.79)			
<hr/>							
ECM PUBLISHERS, INC	05/27/2025	06/10/2025		89.00	89.00	Open	N
NOTICE; TELCOM PROJ 6126	CHOYT						05/22/2025
411-43100-50351-6126	NOTICE; TELCOM PROJ 6126			89.00			
<hr/>							
ECM PUBLISHERS, INC	05/27/2025	06/10/2025		198.37	198.37	Open	N
NOTICE; SCANNELL PROJ 6128	CHOYT						05/22/2025
411-43100-50351-6128	NOTICE; SCANNELL PROJ 6128			198.37			
<hr/>							
EMBEDDED SYSTEMS INC	06/03/2025	06/10/2025		2,098.74	2,098.74	Open	N
PD; CONTRACT SERVICES/SIREN JUL-DEC 2025	CHOYT						06/02/2025
101-42130-50308	PD; CONTRACT SERVICES/SIREN JUL-DEC 2025			2,098.74			
<hr/>							
EMERGENCY AUTOMOTIVE TECHNOLOGIES	06/02/2025	06/10/2025		7,694.95	7,694.95	Open	N
PD; OTHER EQUIPMENT-JEEP COMPASS BUILD	CHOYT						05/27/2025
401-42120-50580	PD; OTHER EQUIPMENT JEEP COMPASS			7,694.95			
<hr/>							
FEHN COMPANIES	05/22/2025	06/10/2025		853.60	853.60	Open	N
PW; CLASS 5 MODIFIED	CHOYT						05/19/2025
101-43100-50224	PW; CLASS 5 MODIFIED			853.60			
<hr/>							
FLOCK GROUP INC	06/03/2025	06/10/2025		3,000.00	3,000.00	Open	N
ROW ESCROW RELEASE; PD CAMERAS IN ROW	CHOYT						05/23/2025
421-00000-22100	ROW ESCROW RELEASE; PD CAMERAS IN ROW			3,000.00			
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FORCE AMERICA DISTRIBUTING LLC	05/27/2025	06/10/2025	340.00	340.00	Open	N
PW; 5MB FLAT DATA PLAN-APR 2025	CHOYT					05/23/2025
101-43100-50210	PW; 5MB FLAT DATA PLAN-APR 2025		340.00			
<hr/>						
GOODIN COMPANY	05/27/2025	06/10/2025	313.24	313.24	Open	N
PW; REPAIR-DUAL VOLT LIQUID LEVEL	CHOYT					05/19/2025
601-49400-50220	PW; REPAIR-DUAL VOLT LIQUID LEVEL		313.24			
<hr/>						
GUARDIAN FLEET SAFETY, LLC	06/02/2025	06/10/2025	12,032.52	12,032.52	Open	N
FD; 2024 FORD F350	CHOYT					04/25/2025
236-42260-50580	FD; 2024 FORD F350		12,032.52			
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GUARDIAN FLEET SAFETY, LLC	06/02/2025	06/10/2025	21,187.06	21,187.06	Open	N
FD; 2024 F 350 GRASS 11	CHOYT					05/20/2025
401-42260-50580	FD; 2024 F 350		21,187.06			
<hr/>						
GUIDANCEPOINT TECHNOLOGIES	05/27/2025	06/10/2025	175.00	175.00	Open	N
IT; PROFESSIONAL SRVS	CHOYT					05/27/2025
101-41820-50300	IT; PROFESSIONAL SRVS		175.00			
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GUIDANCEPOINT TECHNOLOGIES	05/27/2025	06/10/2025	305.00	305.00	Open	N
IT; CONTRACT SERVICES	CHOYT					05/26/2025
101-41810-50308	IT; CONTRACT SERVICES		305.00			
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GUIDANCEPOINT TECHNOLOGIES	06/02/2025	06/10/2025	185.00	185.00	Open	N
IT; CONTRACT SERVICES-EMAIL COMPROMISED	CHOYT					05/31/2025
101-41810-50308	IT; CONTRACT SERVICES		185.00			
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GUIDANCEPOINT TECHNOLOGIES	06/02/2025	06/10/2025	185.00	185.00	Open	N
IT; VPN SETUP	CHOYT					05/31/2025
101-41820-50300	IT; VPN SETUP		185.00			
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GUIDANCEPOINT TECHNOLOGIES	06/02/2025	06/10/2025	185.00	185.00	Open	N
IT; CRITICAL INCIDENT ACCESS	CHOYT					05/31/2025
101-41820-50300	IT; CRITICAL INCIDENT ACCESS		185.00			
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HACH COMPANY INC	05/23/2025	06/10/2025	686.91	686.91	Open	N

PW; CHEMICALS 601-49400-50210	PW; CHEMICALS	CHOYT		686.91			05/22/2025
HAWKINS, INC PW; CHEMICALS 601-49400-50216	PW; CHEMICALS	05/27/2025 CHOYT	06/10/2025	1,722.50	1,722.50	Open	N 05/27/2025
				1,722.50			
HAWKINS, INC PW; CHEMICALS 601-49400-50216	PW; CHEMICALS	05/27/2025 CHOYT	06/10/2025	5,830.25	5,830.25	Open	N 05/23/2025
				5,830.25			
HAWKINS, INC PW; CHEMICALS 601-49400-50216	PW; CHEMICALS	05/27/2025 CHOYT	06/10/2025	3,238.33	3,238.33	Open	N 05/27/2025
				3,238.33			
HENNEPIN COUNTY ACCOUNTS RECEIVABLE VIEW RECORDED PLAT-H STENSGARD 101-41710-50205	VIEW RECORDED PLAT-H STENSGARD	06/03/2025 CHOYT	06/10/2025	2.50	2.50	Open	N 06/03/2025
				2.50			
HENNEPIN COUNTY SHERIFFS OFFIC PD; PER DIEM AND PROCESSING-APR 2025 101-42120-50306	PD; PER DIEM AND PROCESSING-APR	06/02/2025 CHOYT	06/10/2025	75.00	75.00	Open	N 04/30/2025
				75.00			
INVOICE CLOUD MARCH FEES 2025 101-41500-50309	MARCH FEES 2025	03/31/2025 DBRUNETTE	06/10/2025	540.55	0.00	Paid	Y 04/08/2025
101-41660-50309	MARCH FEES 2025			50.00			
601-49400-50309	MARCH FEES 2025			3.75			
602-49400-50309	MARCH FEES 2025			243.40			
				243.40			
JESSICA HARTFIEL THURSTON EMBEDDED SOCIAL WORKER-MAY 2025 101-42120-50300	EMBEDDED SOCIAL WORKER-MAY 2025	06/03/2025 CHOYT	06/10/2025	2,166.00	2,166.00	Open	N 06/03/2025
				2,166.00			
KEYS WELL DRILLING PW; WELL PUMP 4 REPAIR 601-49400-50220	PW; WELL PUMP 4 REPAIR	05/22/2025 CHOYT	06/10/2025	23,195.00	23,195.00	Open	N 05/07/2025
				23,195.00			

LAKETOWN ELECTRIC CORPORATION	06/04/2025	06/04/2025	77,900.00	77,900.00	Open	N
PAY APP #5; DAYTON HMGP GENERATORS	D Brunette					06/04/2025
410-42260-50530	PAY APP 5; DAYTON HMGP GENERATORS		82,000.00			
410-00000-20600	PAY APP 5; DAYTON HMGP RETAINAGE		(4,100.00)			
LANO EQUIPMENT INC	05/27/2025	06/10/2025	10,063.64	10,063.64	Open	N
PW; BOBCAT STUMP GRINDER	CHOYT					05/12/2025
401-43100-50580	PW; BOBCAT STUMP GRINDER		10,063.64			
LENNAR	06/02/2025	06/10/2025	3,000.00	3,000.00	Open	N
13794 142ND AVE N LANDSCAPE ESCROW RELE	CHOYT					06/02/2025
420-00000-22100	13794 142ND AVE N LANDSCAPE ESCROW RELEA		3,000.00			
LENNAR	06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N
14621 112TH AVE N LANDSCAPE ESCROW RELE/	CHOYT					06/03/2025
420-00000-22100	14621 112TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
LENNAR	06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N
14623 112TH AVE N LANDSCAPE ESCROW RELE/	CHOYT					06/03/2025
420-00000-22100	14623 112TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
LENNAR	06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N
14627 112TH AVE N LANDSCAPE ESCROW RELE/	CHOYT					06/03/2025
420-00000-22100	14627 112TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
LENNAR	06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N
14625 112TH AVE N LANDSCAPE ESCROW RELE/	CHOYT					06/03/2025
420-00000-22100	14625 112TH AVE N LANDSCAPE ESCROW RELEA		3,000.00			
LUMEN	06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N
ROW ESCROW RELEASE; 14803 144TH AVE N	CHOYT					05/23/2025
421-00000-22100	ROW ESCROW RELEASE; 14803 144TH AVE N		3,000.00			
MACQUEEN EMERGENCY GROUP	05/27/2025	06/10/2025	1,101.26	0.00	Paid	Y
PW; REPAIR/2012 VACTOR 2100	CHOYT					05/27/2025
101-43100-50220	PW; REPAIR/2012 VACTOR 2100		550.63			

602-49400-50220	PW; REPAIR/2012 VACTOR 2100			550.63			
MCKESSON MEDICAL-SURGICAL	06/03/2025	06/10/2025	40.15	40.15	Open	N	
PD; SUPPLIES	CHOYT						05/31/2025
101-42120-50200	PD; SUPPLIES		40.15				
MENARDS - ELK RIVER	05/27/2025	06/10/2025	125.38	125.38	Open	N	
PW; SUPPLIES	CHOYT						05/21/2025
101-43100-50210	PW; SUPPLIES		125.38				
METRO WEST INSPECTION	05/28/2025	06/10/2025	18,464.00	18,464.00	Open	N	
230.80 BLDG INSPECTIONS-APR 2025	CHOYT						05/22/2025
101-41660-50300	230.80 BLDG INSPECTIONS-APR 2025		18,464.00				
METROPOLITAN COUNCIL	05/22/2025	06/10/2025	27,061.65	0.00	Paid	Y	
SAC FEE; APR 2025	CHOYT						05/22/2025
602-00000-20801	SAC FEE; APR 2025		27,335.00				
602-49450-37270	LESS PROMPT PAYMENT FEE; APR 2025		(273.35)				
METROPOLITAN COUNCIL	06/03/2025	06/10/2025	51,586.39	51,586.39	Open	N	
177.22 MILLION GAL. WASTE WATER SERVICE JU	CHOYT						06/03/2025
602-49400-50313	177.22 MILLION GAL. WASTE WATER SERVICE		51,586.39				
MN DEPT OF PUBLIC SAFETY	05/22/2025	06/10/2025	15.25	15.25	Open	N	
2025 RENEWAL; 2023 DODGE DURANGO	CHOYT						05/22/2025
101-43100-50210	2025 RENEWAL; 2023 DODGE DURANGO		15.25				
MOTOROLA, INC	06/03/2025	06/10/2025	107.57	107.57	Open	N	
PD; CONTRACT SERVICES-VIDEOMANAGER EL IN	CHOYT						05/22/2025
101-42120-50308	PD; CONTRACT SERVICES-VIDEOMANAGER		107.57				
MP NEXLEVEL	06/03/2025	06/10/2025	10,000.00	10,000.00	Open	N	
ROW ESCROW RELEASE; 16760 112TH AVE N	CHOYT						05/23/2025
421-00000-22100	ROW ESCROW RELEASE; 16760 112TH AVE N		10,000.00				
MSA PROFESSIONAL SERVICES, INC.	06/02/2025	06/10/2025	355.00	355.00	Open	N	
ELSIE STEPHENS CANOE/KAYAK LAUNCH DEV.	CHOYT						06/02/2025

408-45300-50300-2006	ELSIE STEPHENS CANOE/KAYAK LAUNCH DEV.			355.00				
MSA PROFESSIONAL SERVICES, INC.	06/04/2025	06/04/2025		8,617.50	8,617.50	Open	N	
DAYTON CROW/MISSISSIPPI BOAT ACCESS; DNF DBRUNETTE								06/04/2025
408-45300-50300	DAYTON CROW/MISSISSIPPI BOAT ACCESS; DNR			8,617.50				
MTI DISTRIBUTING	05/27/2025	06/10/2025		244.32	244.32	Open	N	
PARKS; REPAIR/MAINT	CHOYT							05/20/2025
101-45200-50220	PARKS; REPAIR/MAINT			244.32				
PAYMENTECH	03/31/2025	06/10/2025		617.61	0.00	Paid	Y	
MARCH FEES	DBRUNETTE							04/02/2025
101-41500-50309	MARCH FEES			7.39				
101-41500-50309	MARCH FEES			610.22				
RICHARD ALAN PROD TEDDY BEAR BAND	05/28/2025	06/10/2025		1,050.00	0.00	Paid	Y	
AC; EVENT 6.12.2025 TEDDY BEAR BAND	CHOYT							05/28/2025
101-41910-50210	AC; EVENT 6.12.2025 TEDDY BEAR BAND			1,050.00				
SALONEK REZONING	05/27/2025	06/10/2025		2,415.00	2,415.00	Open	N	
PROJ 6215 RELEASE ESCROW PER HAYDEN	CHOYT							05/27/2025
411-00000-20200	PROJECT 6215 RELEASE ESCROW			2,415.00				
SALSBURY INDUSTRIES	06/03/2025	06/10/2025		893.68	893.68	Open	N	
PD; OTHER EQUIPMENT-LOCKER	CHOYT							06/03/2025
101-42120-50580	PD; OTHER EQUIPMENT-LOCKER			893.68				
SITE ONE LANDSCAPE SUPPLY	06/02/2025	06/10/2025		100.35	100.35	Open	N	
PARKS; SUPPLIES	CHOYT							06/02/2025
101-45200-50220	PARKS; SUPPLIES			100.35				
SRF CONSULTING GROUP INC	06/02/2025	06/10/2025		605.96	605.96	Open	N	
PROFESSIONAL SRVS-DAYTON PKWY INTERCHANG	CHOYT							04/30/2025
459-43100-50300-2000	PROFESSIONAL SRVS-DAYTON PKWY INTERCHANG			605.96				
STARFIRE TRAINING SYSTEMS, INC	06/02/2025	06/10/2025		10,217.00	10,217.00	Open	N	
FD; SCHOOL BUS RESCUE & EXTRICATION CLAS	CHOYT							05/12/2025

101-49999-50429	FD; SCHOOL BUS & EXTRICATRION CLASS			10,217.00				
STREICHERS, INC		05/27/2025	06/10/2025	1,990.88	1,990.88	Open	N	
PD; GENERAL UNIFORM-CURRENT VEST	CHOYT							05/20/2025
101-42120-50217	PD; GENERAL UNIFORM-CURRENT VEST			1,990.88				
STREICHERS, INC		06/02/2025	06/10/2025	108.95	108.95	Open	N	
PD; OTHER EQUIPMENT	CHOYT							05/27/2025
101-42120-50580	PD; OTHER EQUIPMENT			108.95				
T MOBILE		06/03/2025	06/10/2025	1,175.74	1,175.74	Open	N	
PD; 990673330 CELL SVC; APR-MAY 2025	CHOYT							05/21/2025
101-42120-50320	PD; 990673330 CELL SVC; APR-MAY			1,175.74				
TELCOM		06/03/2025	06/10/2025	10,000.00	10,000.00	Open	N	
ROW ESCROW RELEASE; 16760 112TH AVE N	CHOYT							05/23/2025
421-00000-22100	ROW ESCROW RELEASE; 16760 112TH AVE N			10,000.00				
UNIVERSAL SERVICES		06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N	
ROW ESCROW RELEASE;11020 HOLLY LN	CHOYT							05/23/2025
421-00000-22100	ROW ESCROW RELEASE;11020 HOLLY LN			3,000.00				
UNIVERSAL SERVICES		06/03/2025	06/10/2025	3,000.00	3,000.00	Open	N	
ROW ESCROW RELEASE; 11500 LAWNSDALE LN	CHOYT							05/23/2025
421-00000-22100	ROW ESCROW RELEASE; 11500 LAWNSDALE LN			3,000.00				
VESSCO INC		06/03/2025	06/10/2025	1,438.20	1,438.20	Open	N	
PW; REPAIR/MAINT	CHOYT							05/30/2025
601-49400-50220	PW; REPAIR/MAINT			1,438.20				
XCEL ENERGY		05/23/2025	06/10/2025	22.46	0.00	Paid	Y	
51-0012400696-3;RUSH CR; APR-MAY 2025	CHOYT							05/20/2025
101-45200-50381	51-0012400696-3;RUSH CR; APR-MAY			22.46				
XCEL ENERGY		05/23/2025	06/10/2025	142.99	0.00	Paid	Y	
51-4585810-2 S DIA LK/LAWNSDALE/PRO LGT; AP	CHOYT							04/30/2025
101-43100-50381	51-4585810-2 S DIA LK; APR 2025			32.03				

602-49400-50381	51-4585810-2 LAWNDAL; APR 2025		100.12				
602-49400-50381	51-4585810-2 PRO LGT; APR 2025		10.84				
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XCEL ENERGY	06/03/2025	06/10/2025	87.35	87.35	Open	N	
51-0013433058-1; BROCKTON SIGNAL; MAY 202 CHOYT						05/31/2025	
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; MAY		87.35				
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XCEL ENERGY	06/03/2025	06/10/2025	74.70	74.70	Open	N	
51-8932050-3 CR81; MAY 2025	CHOYT					05/31/2025	
101-43100-50230	51-8932050-3 CR81; MAY 2025		74.70				
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XCEL ENERGY	06/03/2025	06/10/2025	53.29	53.29	Open	N	
51-9348440-7 TROY ST LGT; MAY 2025	CHOYT					05/31/2025	
101-43100-50230	51-9348440-7 TROY ST LGT; MAY 2025		53.29				
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# of Invoices:	114 # Due: 101	Totals:	655,156.85	616,985.88			
# of Credit Memos:	0 # Due: 0	Totals:	0.00	0.00			
Net of Invoices and Credit Memos:			655,156.85	616,985.88			
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* 4 Net Invoices have Credits Totalling:			(14,343.54)				
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--- TOTALS BY FUND ---							
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101 - GENERAL FUND			58,682.68	51,947.74			
226 - CABLE			2,925.00	2,925.00			
236 - FIRE PUBLIC SAFETY AID			12,032.52	12,032.52			
401 - CAPITAL EQUIPMENT			38,945.65	38,945.65			
408 - PARK TRAIL DEVELOPMENT			8,972.50	8,972.50			
410 - CAPITAL FACILITIES			77,900.00	77,900.00			
411 - DEVELOPER ESCROWS			2,702.37	2,702.37			
420 - LANDSCAPE ESCROWS			96,000.00	96,000.00			
421 - ROW ESCROWS			32,000.00	32,000.00			
459 - 2022 TIF STREET IMPROVEMENTS			605.96	605.96			
601 - WATER FUND			244,494.10	241,367.75			
602 - SEWER FUND			79,896.07	51,586.39			

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	358,743.32	331,408.32
41110 - Council	30.00	30.00
41310 - Administration	30.00	30.00
41500 - Finance	717.61	0.00
41640 - Legal Services	2,000.00	2,000.00
41660 - Inspection Service	18,467.75	18,464.00
41710 - Plannning & Economic Dev	2.50	2.50
41810 - Central Services	3,720.09	3,396.96
41820 - Information Technology	545.00	545.00
41900 - General Govt	2,925.00	2,925.00
41910 - Activity Center	1,289.75	0.00
42120 - Patrol and Investigate	16,492.85	16,492.85
42130 - Emergency Mgmt	2,137.54	2,098.74
42260 - Fire Suppression	115,718.03	115,219.58
43100 - Public Works	20,668.93	16,827.94
45200 - Parks	367.13	344.67
45300 - Trail Development	8,972.50	8,972.50
49400 - Utilities	92,385.20	88,010.82
49450 - Sewer	(273.35)	0.00
49999 - Contingency	10,217.00	10,217.00

PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 - Pay Request No. 10

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 10 for the Wellhouse #5 project

BACKGROUND:

See attached engineer's memo for background and recommendations.

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Pay Request No. 10

To: Martin Farrell, Public Works Director From: Ash Hammerbeck, PE
Jason Quisberg, PE
Project/File: 227704873 Date: June 3, 2025
Subject: Dayton Wellhouse No.5 - Pay Application #10

Council Action Requested

Staff is recommending Council to approve Pay Application #10 for the Dayton Wellhouse No.5 to Ebert Companies in the amount of \$61,973.82.

Summary

Ebert Companies continued work on the project, including installation of joint sealants, doors and frames, painting, plumbing, mechanical, electrical work, flexible paving, irrigation systems, vertical line shaft pump, and obtaining the necessary utilities and materials. This pay request is for the work performed through 5/31/2025.

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

Total Contract Value to Date	\$ 1,094,223.29
Work Completed to Date	\$ 1,072,377.01
5% Retainage	\$ 53,618.94
Amount Paid to Date	\$ 956,784.25
Total Pay App #10	\$ 61,973.82

Engineer's Recommendation

We have reviewed the request and recommend approving Pay Application #10 to Ebert Companies in the amount of \$61,973.82 for the work completed and materials stored to date.

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327

PROJECT: City of Dayton Wellhouse #5
14503 Kingsview Lane N
Dayton, MN 55327

APPLICATION NO: 10
PERIOD TO: 5/31/2025

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR: Ebert Companies
23350 County Road 10
Corcoran, MN 55357

VIA ARCHITECT: Stantec Consulting Services
2335 W Highway 36
St. Paul, MN 55113

CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 66099 / /

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,127,735.28

2. NET CHANGE BY CHANGE ORDERS \$ -33,511.99

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,094,223.29

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,072,377.01

5. RETAINAGE:

a. 5.00 % of Completed Work
(Columns D + E on G703) \$ 53,618.94

b. % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 53,618.94

6. TOTAL EARNED LESS RETAINAGE \$ 1,018,758.07
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 956,784.25
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 61,973.82

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 75,465.22
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 13,619.01	\$ -47,131.00
Total approved this month	\$	\$
TOTAL	\$ 13,619.01	\$ -47,131.00
NET CHANGES by Change Order	\$	-33,511.99

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

CONTRACTOR: Ebert Companies

By: [Signature]

Date: 5.22.25

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before
me this 22nd

day of May,
2025

Notary Public: [Signature]

My commission expires: 1-31-2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT: Stantec Consulting Services

By: [Signature]

Date: 6/3/2025

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

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

Continuation Sheet

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

APPLICATION NO: 10
APPLICATION DATE: 5/22/2025
PERIOD TO: 5/31/2025
ARCHITECT'S PROJECT NO: 66099

Use Column J on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Bonds	10,000.00	10,000.00			10,000.00	100.00	2,000.28 2,000.00	500.00
02	Mobilization	20,000.00	20,000.00			20,000.00	100.00		1,000.00
03	General Conditions M	24,500.00	24,500.00			24,500.00	100.00		1,225.01
04	General Conditions L	54,500.00	54,500.00			54,500.00	100.00		2,725.01
05	Closeouts	2,000.28							
06	Final Cleaning	2,000.00							
07	Cast-In-Place Concrete	57,200.00	57,200.00			57,200.00	100.00		2,860.00
08	Precast Plank	14,200.00	14,200.00			14,200.00	100.00		710.00
09	Unit Masonry	84,600.00	84,600.00			84,600.00	100.00		4,230.00
10	Rough Carpentry M	6,800.00	6,800.00			6,800.00	100.00		340.00
11	Rough Carpentry L	17,400.00	17,400.00			17,400.00	100.00		870.00
12	Roof Trusses M	1,800.00	1,800.00			1,800.00	100.00		90.00
13	Bituminous Damproofing	3,750.00	3,750.00			3,750.00	100.00		187.50
14	Insulation	1,900.00	1,900.00			1,900.00	100.00		95.00
15	Sheet Metal Roofing	16,000.00	16,000.00			16,000.00	100.00		800.00
16	Soffits & Flashings	2,000.00	2,000.00			2,000.00	100.00		100.00
17	Joint Sealants	2,800.00	2,240.00	560.00		2,800.00	100.00		140.00
18	Doors, Hardware, & Frames M	15,850.00	15,850.00			15,850.00	100.00		792.50
19	Doors, Hardware, & Frames L	1,950.00	1,852.50	97.50		1,950.00	100.00		97.51
20	Translucent Skylight System	6,050.00	6,050.00			6,050.00	100.00		302.50
21	Louvers M	1,700.00	1,700.00			1,700.00	100.00		85.00
22	Louvers L	800.00	800.00			800.00	100.00		40.00
23	Gypsum Wallboard	2,800.00	2,800.00			2,800.00	100.00		140.00
24	Concrete Floor Sealer	1,400.00	1,400.00			1,400.00	100.00		70.00
25	Painting	6,800.00	6,120.00	680.00		6,800.00	100.00		340.00
	GRAND TOTAL								

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



AIA Document G703™ – 1992

Continuation Sheet

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

10
APPLICATION NO: 5/22/2025
APPLICATION DATE: 5/31/2025
PERIOD TO: 66099
ARCHITECT'S PROJECT NO:

Use Column F on Contracts where Variance Accounting is not used by the Contractor									
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
26	Signage	1,950.00	1,950.00			1,950.00	100.00		97.51
27	Plumbing	13,500.00	12,825.00	675.00		13,500.00	100.00		675.00
28	Mechanical	34,250.00	32,537.50	1,712.50		34,250.00	100.00		1,712.51
29	Electrical Permit	260.00	260.00			260.00	100.00		13.00
30	Electrical General Labor	34,744.00	33,006.80	1,737.20		34,744.00	100.00		1,737.20
31	Electrical General Material	25,977.00	25,977.00			25,977.00	100.00		1,298.86
32	Equipment Controls & Integ.	209,375.00	198,906.25	10,468.75		209,375.00	100.00		10,468.76
33	Electrical Generator	170,450.00	153,405.00	17,045.00		170,450.00	100.00		8,522.50
34	Lighting	2,544.00	2,544.00			2,544.00	100.00		127.20
35	Earthwork	52,095.00	52,095.00			52,095.00	100.00		2,604.76
36	Flexible Paving	12,200.00		12,200.00		12,200.00	100.00		610.00
37	Irrigation Systems	6,450.00		3,225.00		3,225.00	50.00	3,225.00	161.25
38	Turfs & Grasses	5,050.00						5,050.00	
39	Deciduous Trees 2.5"	3,738.00						3,738.00	
40	Shrub #5 GAL CONT	1,566.00						1,566.00	
41	Perennial Grass #1 GAL CONT	1,234.00						1,234.00	
42	Rock Mulch	875.00						875.00	
43	Metal Landscape Edger	2,158.00						2,158.00	
44	Utilities	28,269.00	28,269.00			28,269.00	100.00		1,413.45
45	Process Piping	38,250.00	38,250.00			38,250.00	100.00		1,912.51
46	Vertical Line Shaft Pump	124,000.00	117,800.00	6,200.00		124,000.00	100.00		6,200.00
47	Change Order 1	-47,131.00	-47,131.00			-47,131.00	100.00		-2,356.55
48	Change Order 2	2,984.35	2,984.35			2,984.35	100.00		149.22
49	Change Order 4	10,634.66		10,634.66		10,634.66	100.00		531.73
GRAND TOTAL		1,094,223.29	1,007,141.40	65,235.61		1,072,377.01	98.00	21,846.28	53,618.94

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

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PRESENTER:

Jason Quisberg

ITEM:

Wellhouse #5 – Change Order No. 6

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 6 for the Wellhouse #5 project

BACKGROUND:

Additional work was required to achieve the process equipment desired for the system. Responsibility for the additional work is not clearly identifiable. Therefore, the city and contractor have agreed to share costs for the work (~60% contractor/40% city).

Also, during final grading and restoration activities, the contractor was directed to expand the irrigation system to better cover the well site. This expansion requires system upgrades and additional components compared to that which would have been required based on the original coverage requirements.

This change order results in an increase of \$11,088 to the contract amount. These items were reviewed with Public Works prior to giving work directive to the contractor.

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

RECOMMENDATION:

See attached engineer's memo for recommendations.

ATTACHMENT(S):

Engineer's memo
Change Order No. 6

To:	Martin Farrell, Public Works Director	From:	Ash Hammerbeck, PE Jason Quisberg, PE
File:	227704873	Date:	June 3, 2025

Reference: Change Order No. 6 – Dayton Wellhouse No. 5**Council Action Requested**

Staff recommends that City Council approve Change Order No. 6 for the Dayton Wellhouse No. 5 Project, which adds \$11,088.00 to the current Contract Price, adjusted for previous Change Orders.

Summary

Attached is Change Order No. 6 for the Dayton Wellhouse No. 5 Project, covering the modifications in Change Order Proposals No. 6 and 8. This change order updates the contract price to reflect the anticipated costs for the proposed work.

A description of the work covered under this change order is described below. Supporting documentation from the contractor is attached.

COP#6

- Description: This Change Order Proposal includes the City's shared portion of costs associated with additional process and plumbing work that was not defined in the original contract documents. The work involves labor and material costs for the removal, fabrication, and installation of piping required to tap into the process piping and reroute it to the vertical line shaft pump. This rerouting accommodates the solenoid connection for the well pump pre-lube system. The need for rerouting arose from an alternate path provided by the architect, which exceeded the assumptions included in the original base bid. The contractor has agreed to absorb approximately \$2,400 of the total cost and is only requesting the City to cover 50 percent of the labor. The total addition to the Contract Price for this change is \$1,680.00.

COP#8

- Description: This Change Order Proposal covers the labor and materials costs for providing additional lawn irrigation and seeding for the boulevard areas. The proposed irrigation work includes approximately 38 Hunter spray heads, three to four additional irrigation zones, three sidewalk bores to route piping beneath paved surfaces, and two stubbed-out zones for future expansion. The seeding portion includes tilling, site preparation, and the application of seed to establish turf in the boulevard areas. These enhancements are intended to support long-term landscape health and improve overall site aesthetics. The total addition to the Contract Price for this change is \$9,408.00.

Engineer's Recommendation

It is recommended that the City Council review and approve the attached Change Order No. 6.

SECTION 00 63 63
CHANGE ORDER FORM

Change Order No. 6

Date June 3, 2025

Agreement Date May 14, 2024

Name of Project: City of Dayton Wellhouse #5

Owner: City of Dayton

Contractor: Ebert Companies

The following changes are hereby made to the Contract Documents: This Change Order adjusts the contract price to include additional plumbing work for the well pump pre-lube solenoid connection and the installation of lawn irrigation and seeding for boulevard areas.

Justification: These changes are required to address unforeseen field conditions and enhance site functionality and landscaping, beyond what was included in the original contract.

Original Contract Price: \$ 1,127,735.28

Current Contract Price adjusted to previous Change Orders: \$ 1,097,495.93

The Contract Price due to this Change Order will be (increased) ~~(decreased)~~ by \$ 11,088.00

The new Contract Price including this Change Order will be \$ \$1,108,583.93

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

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

Current Substantial Completion Date adjusted to previous Change Orders: June 18, 2025

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

The Substantial Completion Date will be ~~(increased)~~ ~~(decreased)~~ by 0 calendar days.


The Final Completion Date will be ~~(increased)~~ ~~(decreased)~~ by 0 calendar days.

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

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

Approvals Required:

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

Requested by: 
Ash Hammerbeck, P.E.

Ordered by: _____
City of Dayton

Accepted by: _____
Ebert Companies

END OF SECTION



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327

Number: GCPR 06
Date: 5/27/25
Job: 66099 City of Dayton Wellhouse #5
Phone:

Description: GCPR 06 - Process piping and plumbing

Proposed are the following changes:

This change encompasses cost associated with the tapping of process piping not clearly defined and will be the cities shared portion of the cost and not covering the full cost. This also encompasses adding plumbing line as this was not a direct line to the vertical line shaft pump but rather a route provided by the architect which exceed what was factored in base bid.

Ebert is going to eat the remaining amount of roughly \$2400 that we are not requesting the city to cover.

It includes the following

- 1/2 of the Labor For Removing Pipe For Fabrication
- 1/2 of the Fabricating Pipe
- 1/2 of the Labor for Installing additional Piping

The total amount to provide this work is \$1,680.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal GCPR 06 Price Breakdown Continuation Sheet

Description: GCPR 06 - Process piping and plumbing

Description	Labor	Material	Equipment	Subcontract	Other	Price
Earthwork				\$1,500.00		\$1,500.00
Subtotal:						\$1,500.00
		Contractors OH&P		\$1,500.00	10.00%	\$150.00
		Insurance and Bond		\$1,500.00	2.00%	\$30.00
Total:						\$1,680.00



23240 County Road 30
Rogers, MN 55374
952-452-2760

WBE, MBE, SBE, DBE And TGB

To:	Ebert Construction	Contact:	
Address:	23350 Cty Rd 10 Corcoran, MN 55357	Phone:	(763) 498-7844
		Fax:	
Project Name:	24-013-Ebert-Dayton Wellhouse-RFCP004	Bid Number:	24-013-Ebert-Dayton Wellhouse-RFCP004
Project Location:		Bid Date:	
Item Description		Total Price	

Labor For Removing Pipe For Fabrication	\$1,190.25
Fabricating Pipe	\$663.68
Labor For Installing Pipe	\$1,190.25

Total Bid Price: \$3,044.18

Notes:

- *****THIS PRICING WAS PREPARED WITHOUT A COMPLETE SET OF PLANS & SPECS *****
- *****THE PRICING SHOWN ABOVE MAY INCLUDE QUANTITIES. THIS IS FOR SCOPE REVIEW PURPOSES ONLY. THIS IS A LUMP SUM BID*****
- *****BID IS TIED*****
- Bid Includes: ONLY Those Items listed above
- Bid Excludes The Following: Site Fencing/Barricades Temporary Site Roads, Winter Condition or Road Restrictions, Sheet piling, Shoring, Underpinning or Earth Retention, Relocation of Public Utilities, Locating or Relocation of Private Utilities, Handling or Removal Of Hazardous Materials Including but not Limited to Asbestos and Unregulated Fill Material, Amended Soils/Rain Garden Mix, Tolerancing For Paving, Retaining Walls, Landscaping, Sanitary or Water Services, Irrigation, Mulch, Signs, Bollards, Striping, Erosion Control of ANY Kind Not Mentioned Above, Ditch Regulations, Street Sweeping for Other Trades, Well Point Dewatering, SWPPP Maintenance Caused by Others, Concrete Washouts, Spoils Generated By Others, Licensed Staking/Layout Special Inspections/Testing, Traffic Control for Others, Vapor Barrier, Insulation, Site Balance, Water or Sanitary Services, Class#5 Under Curb or Concrete Pavement, Patching of Hard Surfaces, Export Excess Material Displaced by Others, Prevailing Wages Reports, Final Casting Adjustment, Concrete Washout or Maintenance of Same, Radon System, Trench Drain
- No Permits or Permit Fees of any Kind Including But Not Limited to: Building, Grading, Utility, Ditch, Sac/Wac or NPDES Permits are included in above pricing.
- The above prices do not include Bond.
- Pricing good for 30 days

Payment Terms:

Payment due within 10 days after payment is made to General Contractor from Owner, or 30 Days if Contract is with Owner

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>T.Scherber</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
--	--

ALBERTSON MECHANICAL, LLC
CHANGE ORDER REQUEST #1

Date: April 23, 2025

Project Owner: Ebert Companies
Project Location: Dayton Wellhouse #5

Scope: Additional Routing of Plumbing Not Clearly Specified on Bidding Document. RFI 10 was referenced for actual rough in locations/dimensions.

Add \$900.00

TOTAL CHANGE ORDER #1

Add \$900.00



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal

To: City of Dayton
12260 S Diamond Lake Road
Dayton, MN 55327

Number: GCPR 08
Date: 5/23/25
Job: 66099 City of Dayton Wellhouse #5
Phone:

Description: GCPR 08 - Irrigation & Seed Add

Proposed are the following changes:

Lawn Irrigation Installation For Blvds - \$4500

- 38 Hunter Spray Heads
- 3 to 4 Additional Zones
- 3 Sidewalk Bores
- 2 Additional Zones For Future Zones

Seeding for Blvds. - \$3900

- Tilling/Prepping
- Seeding

The total amount to provide this work is \$9,408.00
(Please refer to attached sheet for details.)

If you have any questions, please contact me at 763-498-7844.

Pricing subject to review/change if not approved within 14 days of receipt.

Submitted by: Ebert Companies

Approved by: _____
Date: _____



23350 County Road 10
Corcoran, MN 55357
Ph : 763-498-7844

Change Proposal GCPR 08 Price Breakdown Continuation Sheet

Description: GCPR 08 - Irrigation & Seed Add

Description	Labor	Material	Equipment	Subcontract	Other	Price
Irrigation				\$8,400.00		\$8,400.00
Subtotal:						\$8,400.00
			Contractor OH&P	\$8,400.00	10.00%	\$840.00
			Insurance and Bond	\$8,400.00	2.00%	\$168.00
Total:						\$9,408.00



(612) 599-8675

Free Estimates

3870 - 20th Street NE
Buffalo, MN 55313

Estimate

Customer

Name Ebert Construction
Address _____
City _____ State MN ZIP _____
Phone _____

Date 5/15/2025
Site Address Dayton Well
House #5
Additional Irrigation _____

Qty	Description	Unit Price	TOTAL
1	Lawn Irrigation Installation For Blvds - 38 Hunter Spray Heads - 3 to 4 Additional Zones - 3 Sidewalk Bores - 2 Additional Zones For Future Zones	\$4,500.00	\$4,500.00
1	Seeding For Blvds. - Tilling/Prepping - Seeding	\$3,900.00	\$3,900.00

Payment Details

- ☐ Cash
☐ Check

SubTotal	
Shipping & Handling	
Taxes MN	
TOTAL	\$8,400.00

Signature

Signature assures that the above service will be provided by Advanced Irrigation Inc. Payment due in full when above stated work is complete and satisfactory to customer. 2 year parts and labor warranty on irrigation only. We thank you and appreciate your business.

Where quality and customer satisfaction comes first!

PRESENTER:

Jason Quisberg

ITEM:

Dayton HMGP Generators Project – Change Order No. 1

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Change Order No. 1 for the Dayton HMGP Generators project

BACKGROUND:

CenterPoint Energy is imposing tariffs on standby generators requiring a higher demand when in use. To avoid these tariffs, the specified generator was changed to a propane fueled unit.

This change will increase the contract amount by \$20,436.20. The additional cost is to add an evaporator to the generator and construct the additional site improvements necessary to accommodate the necessary propane tank.

The generator at the Activity Center/Fire Station #1 is small enough to fall below the threshold for triggering a tariff, and will therefore remain fueled by natural gas as originally planned.

BUDGET IMPACT:

The value of the change order is \$20,436.20. There is grant money (\$15,327.15 = 75%) available and authorized to be applied against this contract increase, reducing the city's cost responsibility (\$5,109.05 = 25%) for the change.

RECOMMENDATION:

We recommend approval of Change Order #1 in the amount of \$20,436.20.

ATTACHMENT(S):

Change Order No. 1 form



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 55405	Date	June 3, 2025
Contractor: Laketown Electric Corporation, 8470 State Highway 5, Waconia, MN 55387		
Bond Company:		Bond No:

CHANGE ORDER NO. 1
DAYTON HMGP GENERATORS
STANTEC PROJECT NO. 227705902

Description of Work

This Change Order provides that the Contractor has added a pad for propane and evaporator to change to propane per attached invoice.

This Change Order includes all labor and materials and no additional compensation will be provided for this change.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CHANGE ORDER NO. 1					
1	PAD FOR PROPANE AND EVAPORATOR AND CHANGE TO PROPANE	LS	1	\$20,436.20	\$20,436.20
TOTAL CHANGE ORDER NO. 1:					\$20,436.20

City of Dayton Generators

Laketown Electric

8470 state highway 5
Waconia, MN 55387

Date : **1.03.25**

CB # **1**

add pad for propane and evaporator and change to propane

COST SUMMARY

Description	Cost	Notes/Attachments
Labor Total	\$ 7,540.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	\$ 3,150.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	\$ 252.00	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	\$ 10,942.00	
	\$ 1,094.20	(10% is the max fee allowed on CO's)
Self Performed Total	\$ 12,036.20	
Subcontractors	\$ 8,000.00	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	\$ 400.00	(5% is the max allowed on subcontractors)
Subcontractor Total	\$ 8,400.00	
TOTAL COST OF CHANGE	\$ 20,436.20	

Signature: Dan Palmer

Contractor acknowledges no other Costs associated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task		Qty	Unit	Unit Cost	Total Cost
pad excavation sand		16		\$ 145.00	\$ 2,320.00
mechnaical		8		\$ 145.00	\$ 1,160.00
bollards		4		\$ 145.00	\$ 580.00
pour and finish		24		\$ 145.00	\$ 3,480.00
Sub-Total					\$ 7,540.00
Materials and Equipment By Task		Qty	Unit	Unit Cost	Total Cost
concrete		3		250.00	\$ 750.00
bollards		2		600	\$ 1,200.00
permit		1		250	\$ 250.00
gas line		100		3	\$ 300.00
excavator		1		\$ 550.00	\$ 550.00
insulation		1		\$ 100.00	\$ 100.00
					\$ -
					\$ -
Sub-Total					\$ 3,150.00
Sub-Contractor Proposals		Description of Work			Total Cost
Total energy		add evaporator			\$ 4,500.00
bore preferred underground		100			\$ 3,500.00
Sub-Total		(Attach Sub-Contractor Proposals)			\$ 8,000.00

Original Contract Amount	\$192,000.00
Previous Change Orders	\$0.00
This Change Order	\$20,436.20
Revised Contract Amount (including this change order)	<hr/> \$212,436.20

CHANGE IN CONTRACT TIMES

Original Contract Times:
Substantial Completion (days or date):
Ready for final Payment (days or date):

Increase of this Change Order:
Substantial Completion (days or date):
Ready for final Payment (days or date):

Contract Time with all approved Change Orders:
Substantial Completion (days or date):
Ready for final Payment (days or date):

Recommended for Approval by:
STANTEC

Date:

Approved by Contractor:
LAKETOWN ELECTRIC CORP.

Approved by Owner:
CITY OF DAYTON

Date

Date

- cc: Owner
- Contractor
- Bonding Company
- Stantec

PRESENTER:

Jason Quisberg

ITEM:

Dayton HMGP Generators Project - Pay Request No. 5

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Pay Request No. 5 for the Dayton HMGP Generators project

BACKGROUND:

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

This payment primarily includes work associated with installing the generator units (\$67,000), and work associated with changing the fuel source for the City Hall/Fire Station No. 2 generator from natural gas to propane (\$15,000) – which is work included under Change Order No. 1.

BUDGET IMPACT:

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

RECOMMENDATION:

We recommend payment for the work completed since the previous payment in the amount of \$77,900.00 (\$82,000 requested, less 5% retainage).

ATTACHMENT(S):

Engineer's cover letter
Pay Request No. 5 form



Stantec

Stantec Consulting Services Inc.

733 Marquette Avenue Suite 1000, Minneapolis, Mn 55402

June 3, 2025
File: 227705902

Attention: Mr. Martin Farrell

City of Dayton

12260 South Diamond Lake Road
Dayton, MN 55327

Reference: Dayton HMGP Generators
Stantec Project No. 227705902

Dear Mr. Farrell,

Enclosed is Pay Request No. 5 for the above mentioned project. This Pay Request represents work completed through May 20, 2025.

We have reviewed the Request for Payment from Laketown Electric and recommend payment for \$77,900.00.

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

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

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

Regards,

STANTEC CONSULTING SERVICES INC.

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

Attachment: Pay Request No. 5

Design with community in mind



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 55327	Date: June 2, 2025
For Period: 1/16/2025 to 6/2/2025	Request No: 5
Contractor: Laketown Electric Corporation, 8470 State Highway 5, Waconia, MN 55387	

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

SUMMARY

1	Original Contract Amount		\$ 192,000.00
2	Change Order - Addition	\$ 20,436.20	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 212,436.20
5	Value Completed to Date		\$ 192,000.00
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 192,000.00
8	Less Retainage 5%		\$ 9,600.00
9	Subtotal		\$ 182,400.00
10	Less Amount Paid Previously		\$ 104,500.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 5		\$ 77,900.00

Recommended for Approval by:
STANTEC

Chuck W. Delukin

Approved by Contractor:
LAKETOWN ELECTRIC CORPORATION

SEE ATTACHED FOR SIGNATURE

Approved by Owner:
CITY OF DAYTON

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID							
1	CITY HALL/FIRE STATION 2 AND ACTIVITY CENTER/FIRE STATION 1 GENERATORS	LS	1	192000.00	0.427	0.922	\$177,000.00
	TOTAL BASE BID						\$177,000.00
CHANGE ORDER NO. 1							
1	PAD FOR PROPANE AND EVAPORATOR AND CHANGE TO PROPANE	LS	1	20436.20	0.730	0.734	\$15,000.00
	TOTAL BASE BID						\$15,000.00
	TOTAL BASE BID						\$177,000.00
	TOTAL CHANGE ORDER 1						\$15,000.00
	WORK COMPLETED TO DATE:						\$192,000.00

PROJECT PAYMENT STATUS

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

CHANGE ORDERS

No.	Date	Description	Amount
1	6/3/2025	This Change Order provides for adjustments to this project. See Change Order.	\$20,236.20
Total Change Orders			\$20,236.20

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2024	06/04/2024	4,750.00	250.00	5,000.00
2	06/05/2024	11/27/2024	14,250.00	1,000.00	20,000.00
3	11/28/2024	12/30/2024	47,500.00	3,500.00	70,000.00
4	01/01/2025	01/15/2025	38,000.00	5,500.00	110,000.00
5	01/16/2025	06/02/2025	77,900.00	9,600.00	192,000.00

Material on Hand

Total Payment to Date		\$182,400.00	Original Contract	\$192,000.00
Retainage Pay No. 5		9,600.00	Change Orders	\$20,236.20
Total Amount Earned		\$192,000.00	Revised Contract	\$212,236.20

PRESENTER: Amy Benting

ITEM: Acceptance of Donation from the Trost Family

PREPARED BY: Amy Benting

POLICY DECISION / ACTION TO BE CONSIDERED: Accepting two Traeger grill donation from the Trost Family for Police and Fire Appreciation Event

BACKGROUND: The Trost Family has donated grills in the past year for this similar event.

CRITICAL ISSUES: N/A

BUDGET IMPACT: Donation

RECOMMENDATION: Accept donation of Trager Grills

ATTACHMENT(S): Resolution 36-20245

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

**RESOLUTION 36-2025
RESOLUTION ACCEPTING DONATION FROM THE TROST FAMILY.**

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

WHEREAS, the Trost Family has donated \$1,083.08 to contribute two Traeger grills to be used for an Employee Appreciation Event giveaway; and

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

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

1. The donation described above is accepted and used to award the raffle at the Employee Appreciation Event.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on June 10, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

ITEM:

Approval of Temporary Liquor License for the Dayton Lions for many events throughout the summer.

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of temporary liquor license

BACKGROUND:

This is a standard Council approval, the events are scheduled for June 12- family fun night. The car show events held 7-11-25, 7-25-25, 08-08-25, 08-22-25, 09-12-25. Also the concert in the park held 06-25-25, 7-23-25, 8-13-25.

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of temporary liquor license

ATTACHMENT(S):

N/A

PRESENTER: Marty Farrell

ITEM: Area 21 Playground equipment selection and color scheme.

PREPARED BY: Martin Farrell

BACKGROUND: As part of the Design process for the park improvements project Staff and Consultant presented several design concepts to Park Commission and to the neighborhood. The Concepts were revised incorporating the comments that were received, the playground equipment selection had a few specific requests including shade elements, ADA accessibility, elements for ages 1 to 5, and a Zip line.

Playground equipment is purchased outside of the general construction contract, because the playground equipment manufacturers install their equipment to ensure that the equipment is correctly installed and is safe for use, the City also saves money by dealing directly with the provider.

Staff has received proposals from 2 suppliers, Midwest Playscapes and Minnesota Wisconsin Playgrounds (Game Time).

CRITICAL ISSUES: N/A

BUDGET IMPACT: Funded from Hennepin youth sports grant \$100,000 and Fund 405

RECOMMENDATION: Park commission unanimously approved the Game Time proposal at their June 3rd 2025, regular meeting. Accept low quote from Game Time for \$125,794.01

ATTACHMENT(S): Game Time renderings and quotes, Midwest Playscapes renderings and quotes, Cost comparison sheet.

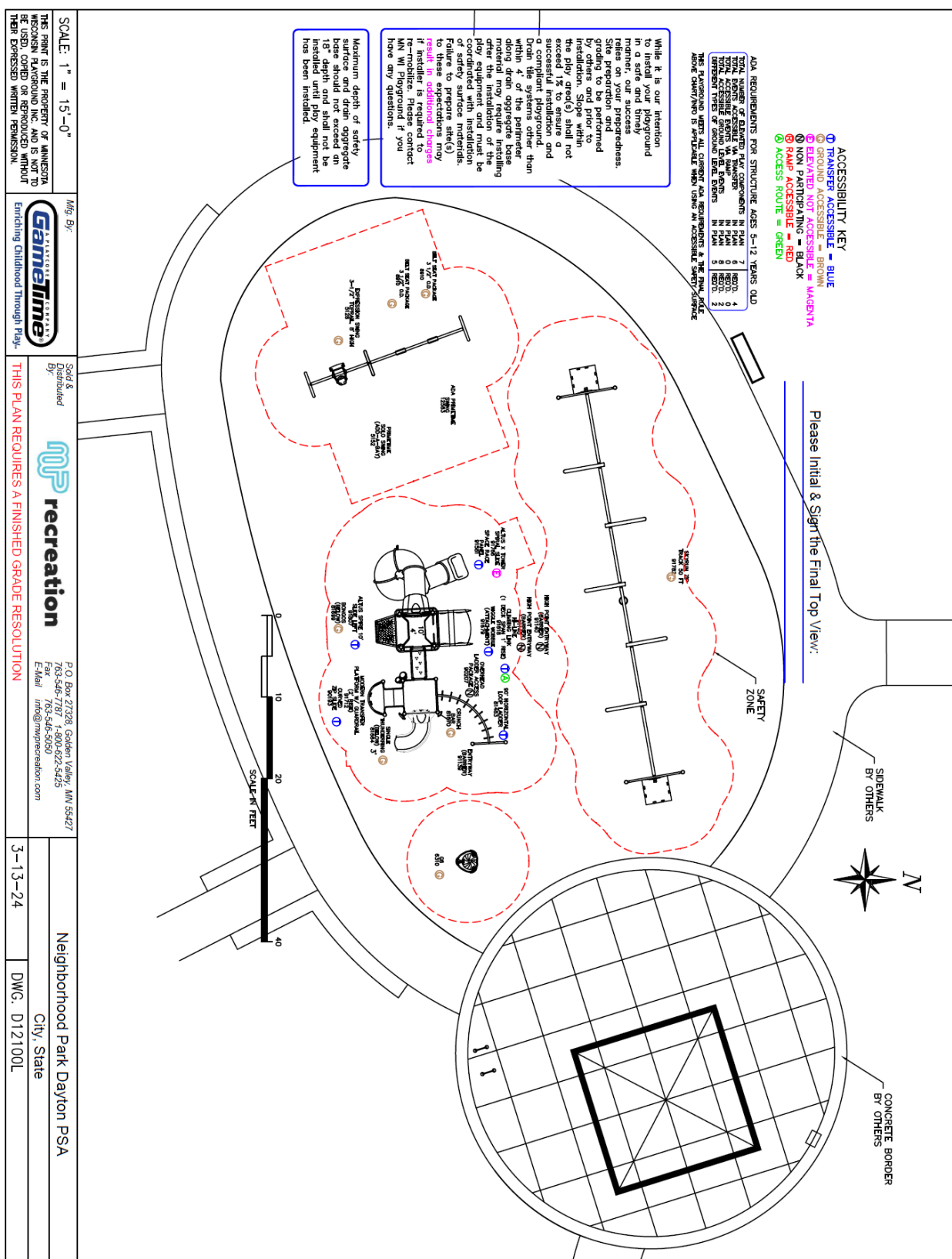
Description	Game Time	Midwest Playscapes Option 1	Midwest Playscapes Option 2
Base Playground Cost including Freight & Surface Material	\$ 106,460.56	\$ 148,664.07	\$ 195,488.29
Installation	\$ 19,333.45	\$ 33,671.00	\$ 46,124.25
TOTALS	\$ 125,794.01	\$ 182,335.07	\$ 241,612.54













MWP Recreation
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-778 | dan@MWPrecreation.com

04/11/2025
Quote #
104831-01-04

CONSULTANT: DAN LANES

D12175L - Neighborhood Park - Dayton, MN - M

City of Dayton
Attn: Martin Farrell
12260 S Diamond Lake Rd
Dayton, MN 55327
United States
Phone: 763-427-3224
mfarrell@cityofdaytonmn.com

Ship to Zip 55327

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Play Unit	\$62,912.77	\$62,912.77
		(1) 178749 -- Owner's Kit		
		(1) 80000 -- 49" Sq Punched Steel Deck		
		(1) 81483 -- 90 Deg Loop Ladder Link		
		(1) 81664 -- Single Thunderring		
		(1) 81670 -- Crunch Bar		
		(1) 81699 -- Bongos		
		(1) 90193 -- 2-6"/3' Single Curved Zip Slide		
		(1) 90207 -- Overhead Ladder Access Package		
		(2) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(4) 90269 -- 11' Upright, Alum		
		(1) 91139 -- Entryway - Barrier		
		(2) 91140 -- High Point Entryway - Barrier		
		(1) 91581 -- Space Race Panel		
		(1) 91618 -- Hi-Line Climbing Link 1' Rise (1 dk)		
		(1) 91679 -- Wiggle Wobble Attach. 4'-0"		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(1) 91766 -- Altus X Tower Spiral Slide		
		(1) 91807 -- Altus Spire 10' - Slide Left		
		(4) G90271 -- 13' Upright, Galv		
1	6310	GameTime - G6	\$3,144.00	\$3,144.00
1	RDU	GameTime - Swing Set	\$5,904.00	\$5,904.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 5152 -- Pt Solo Add-A-Bay 3 1/2" X 8'		
		(2) 8910 -- Belt Seat 3 1/2"Od(8910)		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
1	91782	GameTime - SkyRun Zip Track 50 - Zip Seat	\$21,724.00	\$21,724.00





MWP Recreation
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-778 | dan@MWPrecreation.com

04/11/2025
Quote #
104831-01-04

CONSULTANT: DAN LANES

D12175L - Neighborhood Park - Dayton, MN - M

Quantity	Part #	Description	Unit Price	Amount
1	EWFLGE	EWFLGE - Engineered Wood Fiber - 219 CY 12" depth	\$5,490.00	\$5,490.00
			Sub Total	\$99,174.77
			Freight	\$7,285.79
			Total	\$106,460.56

Comments

Owner is responsible for providing a flat and level area with less than 1% grade change
Owner is responsible for adequate safety surfacing of play area

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product), attainability of raw materials and severe tariffs. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current GameTime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime, c/o MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by GameTime will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.





MWP Recreation
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-778 | dan@MWPRecreation.com

04/11/2025
Quote #
104831-01-05

CONSULTANT: DAN LANES

D12175L - Neighborhood Park - Dayton, MN - I

City of Dayton
Attn: Martin Farrell
12260 S Diamond Lake Rd
Dayton, MN 55327
United States
Phone: 763-427-3224
mfarrell@cityofdaytonmn.com

Ship to Zip 55327

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Installation of Equipment - Includes installation of play equipment Includes installation of Safety surfacing and geo textile fabric includes disposal packing material	\$19,333.45	\$19,333.45
			Sub Total	\$19,333.45
			Total	\$19,333.45

Comments

Owner is responsible for providing a flat and level area with less than 1% grade change
Owner is responsible adequate border to contain safety surface
Owner is responsible for adequate safety surfacing of play are

This quotation is subject to current MWP Recreation (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MWP Recreation.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Any changes made to product and/or services after initial order(s) has/have been received by MWP will result in production and/or schedule time frame modifications. Please contact your regional representative to receive a revised schedule for your order/project.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, MWP Recreation (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

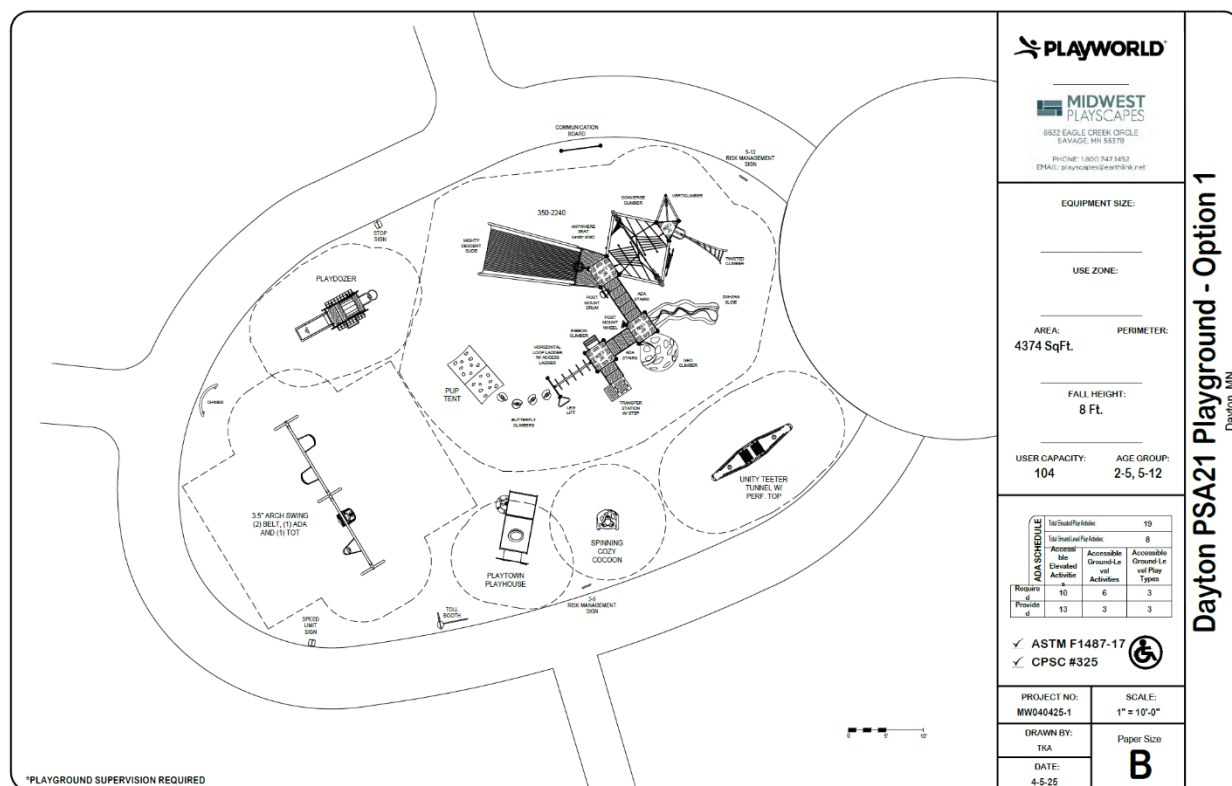
Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product), attainability of raw materials and severe tariffs. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.













direct: 952.895.8888
 fax: 952.895.8889
 toll free: 800.747.1452
 playscapes@earthlink.net

Quotation - Option 1



Project:	Dayton PSA21 Playground	Sourcewell Info:	Phone:	612-751-8847
Contact:	Martin Farrell	Playworld Systems: #010521-LTS-8	Fax:	
Ship To:			Bill To:	
Email:	mfarrell@daytonmn.gov	Customer Name / Contract #:	Date:	4/8/25
Shipping Contact:	tims@midwestplayscapes.com			
Qty	Design/Item #	Description	Unit Price	Total
<u>Border/Surfacing</u>				
198	CY	Engineered Wood Fiber	\$ 25.00	\$ 4,950.00
4400	SF	Container Drain Aggregate + Tile	\$ 1.00	\$ 4,400.00
211.9	CY	Container Excavation	\$ 60.00	\$ 12,711.11
<u>Play Equipment</u>				
1	250-2204	Adventure Mountain w/ Mighty Decent Slic	\$ 62,862.00	\$ 62,862.00
1	ZZXX0192	Unity Teefer Tunnel	\$ 13,455.00	\$ 13,455.00
1	ZZXX0882	Playhouse	\$ 13,585.00	\$ 13,585.00
1	ZZXX3230	Playdozer	\$ 11,207.00	\$ 11,207.00
1	ZZXX0667	Chimes	\$ 6,154.00	\$ 6,154.00
1	ZZXX0409	Pup Tent Climber	\$ 5,907.00	\$ 5,907.00
1	ZZXX0483	Cozy Cocoon	\$ 4,291.00	\$ 4,291.00
4	ZZXX0480	Butterfly Climb	\$ 862.00	\$ 3,448.00
1	ZZXX0930+ZZXX0932	Classic Standard 4-Seats	\$ 4,405.00	\$ 4,405.00
1	ZZXX0892	Accessible Swing Seat	\$ 1,591.00	\$ 1,591.00
1	ZZXX0265	Infant Seat	\$ 306.00	\$ 306.00
2	ZZXX0260	Belt swing	\$ 176.00	\$ 352.00
1	ZZXX0848	Communication Board w/ Posts	\$ 3,515.00	\$ 3,515.00
1	ZZXX0478	Trike Path Toll Booth	\$ 2,347.00	\$ 2,347.00
1	ZZPD3370	Trike Path Stop Sign	\$ 233.00	\$ 233.00
1	ZZPD3390	Trike Path Speed Limit 5 Sign	\$ 226.00	\$ 226.00
2	ZZXX0843	Age Risk Management Sign	\$ 400.00	\$ 800.00
<u>Installation</u>				\$ 33,671.00
<u>Sourcewell Discount (10%)</u>				\$ (13,468.40)
			Subtotal	\$ 176,947.71
			Freight	\$ 5,387.36
Tax Exempt # _____ * Please provide certificate			Sales Tax	
			Local Sales Tax	
			Total	\$ 182,335.07

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

UNLESS OTHERWISE NOTED, prices shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting

NOTE: equipment to job site.

30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Name: _____
 Signed: _____
 Date: _____







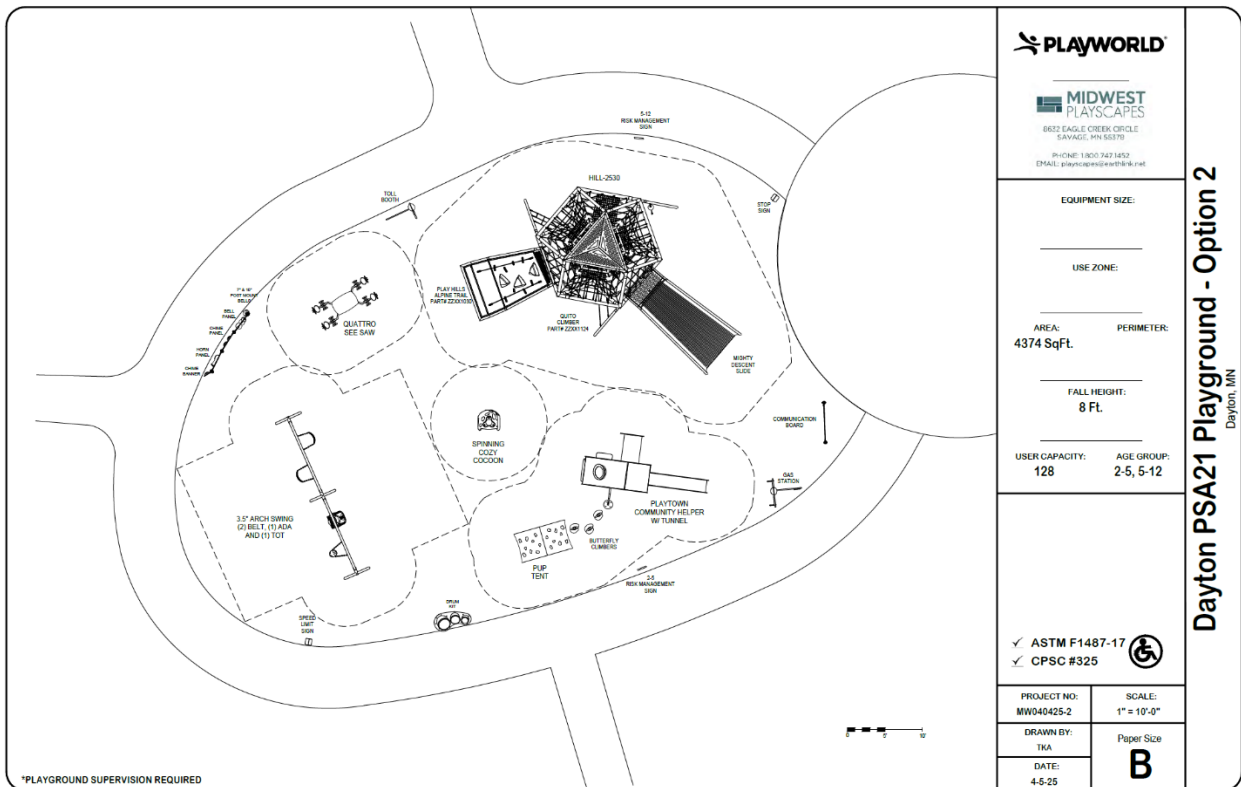


Dayton PSA21
Playground Option 2

MW040425-2

Sales Representative
MIDWEST
PLAYSCAPES
6632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378
PHONE: 1-800-747-3453
EMAIL: playscapes@midwestplay.com

Equipment Manufacturer
PLAYWORLD
The world needs play!





direct: 952.895.8888
 fax: 952.895.8889
 toll free: 800.747.1452
 playscapes@earthlink.net

Quotation - Option 1



Project:	Dayton PSA21 Playground	Sourcewell Info:	Phone: 612-751-8847	
Contact:	Martin Farrell	Playworld Systems: #010521-LTS-8	Fax:	
Ship To:			Bill To:	
Email:	mfarrell@daytonmn.gov	Customer Name / Contract #:	Date:	4/8/25
Shipping Contact:	tims@midwestplayscapes.com			
Qty	Design/Item #	Description	Unit Price	Total
		<u>Border/Surfacing</u>		
198	CY	Engineered Wood Fiber	\$ 25.00	\$ 4,950.00
4400	SF	Container Drain Aggregate + Tile	\$ 1.00	\$ 4,400.00
211.9	CY	Container Excavation	\$ 60.00	\$ 12,711.11
		<u>Play Equipment</u>		
1	HILL-2530	Quito Climber + Playhills + Mighty Decent S	\$ 111,938.00	\$ 111,938.00
1	ZZXX0598	Quattro Seesaws	\$ 8,190.00	\$ 8,190.00
1	ZZXX0880	Community Helpers w/ Play Tunnel	\$ 21,890.00	\$ 21,890.00
1	350-1430	Music Center	\$ 11,297.00	\$ 11,297.00
1	ZZXX0409	Pup Tent Climber	\$ 5,907.00	\$ 5,907.00
1	ZZXX0483	Cozy Cocoon	\$ 4,291.00	\$ 4,291.00
3	ZZXX0480	Butterfly Climb	\$ 862.00	\$ 2,586.00
1	ZZXX0930+ZZXX0932	Classic Standard 4-Seats	\$ 4,405.00	\$ 4,405.00
1	ZZXX0892	Accessible Swing Seat	\$ 1,591.00	\$ 1,591.00
1	ZZXX0265	Infant Seat	\$ 306.00	\$ 306.00
2	ZZXX0260	Belt swing	\$ 176.00	\$ 352.00
1	ZZXX0477	Trike Path Gas Station	\$ 4,623.00	\$ 4,623.00
1	ZZXX0478	Trike Path Toll Booth	\$ 2,347.00	\$ 2,347.00
1	ZZPD3370	Trike Path Stop Sign	\$ 233.00	\$ 233.00
1	ZZPD3390	Trike Path Speed Limit 5 Sign	\$ 226.00	\$ 226.00
1	ZZXX0848	Communication Board w/ Posts	\$ 3,515.00	\$ 3,515.00
2	ZZXX0843	Age Risk Management Sign	\$ 400.00	\$ 800.00
		<u>Installation</u>		\$ 46,124.25
		<u>Sourcewell Discount (10%)</u>		\$ (18,449.70)
			Subtotal	\$ 234,232.66
			Freight	\$ 7,379.88
	Tax Exempt #	* Please provide certificate	Local Sales Tax	
			Total	\$ 241,612.54

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

UNLESS OTHERWISE NOTED, prices shown are material only. They DO NOT include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting

NOTE: equipment to job site.

30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Name: _____
 Signed: _____
 Date: _____

PRESENTER:

Jason Quisberg

ITEM:

The Cubes Letter of Credit (LOC) Reduction

PREPARED BY:

Jason Quisberg, Engineering
Nick Findley, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Reduction in the LOC for infrastructure improvements on The Cubes site development.

BACKGROUND:

Construction of the public infrastructure included as part of The Cubes development improvements is complete. Only minor punch list work and closeout documentation remains.

The current surety balance should be \$382,885. We recommend reducing the surety by an amount of \$372,885, for a remaining balance of \$10,000. This amount should be retained until remaining punch list items are addressed and all close out documentation is submitted.

RECOMMENDATION:

Staff recommends reducing the surety for The Cubes by the amount of \$372,885 for a remaining balance of \$10,000.

ATTACHMENT(S):

None

ITEM:

Approval of Gambling License for Magnus Veterans Foundation on Sept. 13, 2025

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Approval of Gambling License

BACKGROUND:

This is a standard Council approval, the gambling event is taking place September 13, 2025

CRITICAL ISSUES:

There are no outstanding issues.

RECOMMENDATION:

Approval of gambling license

ATTACHMENT(S):

N/A

PRESENTER: Marty Farrell

ITEM: Replace failing Fire Suppression tanks at Public Works/Police Department shop.

PREPARED BY: Martin Farrell

BACKGROUND: The Public Works/Police Department shop located at 13700 Zanzibar Lane was completed in 2017. There is no access to City utilities at this location so the required fire suppression system was designed using a well and pumps system to supply the required water flow to operate the sprinkler system in the building. In order to meet fire code two 9,000-gallon tanks were installed to support the initial water supply with the well and pumps replenishing the system during fire suppression operations.

The fire suppression system was designed, inspected and approved as fit for purpose, since that time we have experienced a leak at a pipe entry point on one tank and vertical split on the other tank. Staff has been investigating possible causes and solutions to the problem. This is an unusual occurrence and there is speculation that the problem may have been caused due to not having flexibility in the Iron pipework, so as the tanks flexed due to seasonal temperatures, the piping remained rigid causing stress on the entry point and stress on the plastic tank itself.

Staff have received recommendations from the tank manufacturer, and installers that both tanks need to be replaced and a flexible piping system installed. The tanks warranty period has expired. We have received quotes from 2 companies for this work.

CRITICAL ISSUES: Replace Fire Suppression tanks to have an adequate fire suppression system operational at the Public Works/Police Department facility.

BUDGET IMPACT: Funded from Fund 601

RECOMMENDATION: Accept low quote for replacing both tanks from MBI

ATTACHMENT(S): Cost comparison sheet and estimates from MBI and Egan companies.

Leaking Fire Suppression Tanks replacement at PW/PD Facility

	MBI	Egan	Summit
Base Bid 2 tank replacement		\$ 89,010.00	No Bid
Removal and disposal of existing tanks	Included	Included	
Set of two new 10,000 gallon tanks	Included	Included	
Additional 2" connection and hardware added to each for draining tanks for maintenance	Included		

Piping modifications

Through the tank double flange bolted through the wall of the	Included	Included	
6" Schedule 80 PVC piping and rubber expansion joints to existing gate valve on each tank	Included	Included	
Additional floor supports to remove support stress from tank	Included		
Steel pipe modifications for installation of expansion joints	Included	Included	

TOTALS	\$ 68,700.00	\$ 89,010.00
---------------	---------------------	---------------------



BID PROPOSAL

Date: March 11, 2024
Proposal for: Fire Suppression Holding Tank Replacement
Dayton, MN

Attn: Martin Farrell

Dear Martin;

As requested I have put together pricing to replace the two leaking water storage tanks that supply the fire suppression system in kind with some modified piping. This work will consist of removing and disposing of the existing tanks. The new 10,000 gallon Norwesco tanks will be brought into the building and set in the same location to line up with the existing pipe connections. Bulkheads on the top will all be located in the same positions. An additional 2" connection will be added to the side of each tank with a siphon tube to allow the tank to be drained down completely thru a polypropylene valve and cam lock connection. The effluent piping will be modified to help prevent the same damage from stress. The connection at the tank will be a double flange connection bolted through the wall of the tank. From there we will use glued 6" schedule 80 PVC piping and a rubber expansion joint up to the existing gate valve at each tank. A floor support will be added to the gate valve. The support along with the expansion joint will ensure that any weight from the piping is not transferred to the tank causing added stress to that connection. The steel effluent piping will be modified to provide the space needed to install the new expansion joints. Once complete the tanks will be turned back over to the City to fill and complete any testing required by the Fire Marshall.


Tank Replacement and Modifications LS Price \$ 68,700.00

Clarifications:

- 1) No bond or bond costs are included. Add 1.5% if you require a bond.
- 2) Both tanks will be out of service at the same time, so you will need to coordinate with the Fire Marshall that the suppression system will be offline until the work is completed
- 3) The alarm panel will need to be deactivated by the City prior to starting work.
- 4) Once the work is completed the City will need to take care of any final checkout required by the Fire Marshall.
- 5) Tanks to be drained when we arrive to start the work.

Sincerely,

Municipal Builders, Inc.


Nathan Neubauer
Project Manager



MECHANICAL
ELECTRICAL
ENGINEERING & DESIGN
CURTAINWALL/GLAZING/
PANEL SYSTEMS (INTERCLAD)
MILLWRIGHTS
FABRICATION
BUILDING SYSTEMS
CONTROLS & SYSTEM
INTEGRATION
SERVICE

DATE: January 8, 2024
Attention: Kevin Astrup
From: Clint D. Jerde
Project: City of Dayton Public Works Building
Fire Sprinkler Storage Tank Replacement

Egan Company – Is pleased to present a proposal for replacement of fire sprinkler system water storage tank at the above referenced facility. Base bid scope is for replacement of existing tank that is leaking. The add alternate listed is for replacement of the second tank. Base bid also included the replacement of the exiting hard pipe connections on tank not being replaced.

Base Bid Scope:

- Furnish (1) 10,000 gallon vertical water storage tank to replace one that is leaking
 - 2 – Flex hose expansion joints
 - 2 – Flange connections
 - Lot hardware & Required pipe or coupler connections
- Existing hard pipe sprinkler connections to both tanks will be removed to be replaced with expansion joint flex hose
- Removal & Reinstallation of supply water connections
- Removal & Reinstallation of electrical connections
- Removal & Reinstallation of fire alarm connections
- New tank replacing existing leaking tank will be set in same location
- Disposal of leaking tank being replaced
- Functional & Operational testing

Base Price Detailed Above: \$ 56,720.00

Add Alternate Scope:

- Furnish (1) 10,000 gallon vertical water storage tank to replace non leaking tank
- Removal & Reinstallation of supply water connections
- Removal & Reinstallation of electrical connections
- Removal & Reinstallation of fire alarm connections
- New tank will be set in same location
- Disposal of tank being

Add Alternate Price Detailed Above: \$ 32,290.00

**Clarifications:**

- o Pricing assumes scope to take place in single mobilization
- o Work based on normal working hours between 6 am & 3:30 pm Monday through Friday
- o Additional work outside of the scope will be billed at Time and Material upon the customer's approval
- o Customer to provide accessible staging area for material/equipment storage and staging
- o Egan will broom clean work area
- o Patching, Painting, or Wallpaper Repairs

Thank you for this opportunity and we look forward to working on this project and partnering with you. Please call with any question or clarifications.

AUTHORIZATION TO PROCEED

Date: _____ PO# _____

Signature: _____ Printed Name: _____

This quotation is valid for 30 days.

Sincerely,

Clinton D Jerde

CLINT JERDE, Estimator // Fire & Security

CELL: 612.490.3268

24/7 SERVICE: 763.595.4300

EMAIL: cdj@eganco.com

11611 Business Park Boulevard North, Champlin, MN 55316

ITEM:

Personnel Policy Update

PREPARED BY:

Zach Doud, City Administrator

POLICY DECISION / ACTION TO BE CONSIDERED:

Consider Approval of Personnel Policy Update

BACKGROUND:

The last Personnel Policy update was completed in January 2024. There are 2 sections that are looking to be updated with this version of the handbook.

First, is to ensure that employee health and wellness is taken seriously for individuals who are needing to take a leave of absence. Leave of absences are taken for various reasons, all within an employee's right to do. These leave of absences should be followed with the utmost professionalism that we can abide by as an employer. To achieve this, the personnel policy is updating the leave of absence to include a step to return all employer owned equipment to the employer before taking that leave of absence. This ensures that the mental wellness and leave is taken seriously and that the employee does not have to connect with work while taking this leave of absence. Upon the return from a leave of absence, all employer issued equipment would be returned to that employee.

Second, is to address the changes related to cannabis as it is not legal in the State of Minnesota but it is still not legal federally. Staff worked with our City Attorney to update the personnel policy to achieve compliance with this change and identified in more detail what the expectations of staff are, especially since there are differences between different classes of employees. This update also provides the process for testing on employees which has been an inconsistent policy and process City staff has tried to be more consistent on over the last couple of years.

All writing in red on this document are revisions to this document. They begin on page 24 and page 35, respectively.

CRITICAL ISSUES:

There are not outstanding issues.

RECOMMENDATION:

Staff recommends approval of drafted 2025 Personnel Policy and make it effective immediately.

ATTACHMENT(S):

Personnel Policy Update



PERSONNEL POLICY HANDBOOK

Effective June 2025

12260 South Diamond Lake Road
Dayton, MN 55327
Phone: (763) 427-4589
Fax: (763) 427-3708

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INTRODUCTION

Mission & Purpose

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. Your employment with the City of Dayton is an opportunity to help live out this mission and to build a rewarding and service focused career. We're so glad that you are here!

This handbook provides important information to you about certain terms and conditions of your employment. The goal of all City policies is to establish a fair and equitable system of personnel administration for all employees of Dayton. The primary objectives of these policies include:

1. Promote an increase of economy, efficiency, and transparency within City government and employment;
2. Provide fair and equal opportunity to all qualified persons to enter City employment on the basis of demonstrated merit and fitness, and to interact and engage with employees in a consistent manner;
3. Develop employee programs and operational policies that attract highly qualified applicants and promote employee engagement, development, and advancement; and
4. Promote a positive work environment and culture for all employees.

This handbook summarizes major policies and programs related to your employment and additional information about many of these policies and programs is available from the City's Administration office. Please take advantage of these resources to ensure that you are fully aware of your rights and responsibilities as an employee of the City of Dayton.

At Will Employment

Employment at the city is employment "at will", meaning that either you or the city can end the relationship at any time-with or without cause and with or without prior notice. This handbook is intended as an informational guide only providing a general overview of city employment policies and practices. It is not intended to be, nor should it be construed as a contract.

No manager, supervisor, department head, or representative of the city other than the city council has authority to enter into any agreement to the contrary. No such agreement may be made, nor is valid unless formally approved by the city council. This handbook does not modify or limit the employment-at-will relationship.

The City reserves the sole right to add, change, withdraw or revoke any or all policies or practices at any time for any reason, with or without advance notice. Any such modification will not alter the employment-at-will relationship.

Any deviation from the policies and/or practices stated in this handbook is within the sole discretion of the City and shall not be construed to constitute precedent that would affect, limit or restrict any future action, nor shall any such deviation alter the employment-at-will relationship. Should any applicable local, state or federal law or judicial decision render any of the City's policies or practices invalid or inoperative, it shall not invalidate any other of the City's personnel policies or practices. The policies and practices

City of Dayton Personnel Policy Handbook

described in this handbook are designed to be in compliance with applicable law. If any such policy or practice is not in compliance, then it is the policy of the City to comply with applicable law.

Scope

These policies apply to all employees of the City.

Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of City boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted for paid-per-call firefighters.

If any specific provisions of the personnel policies conflict with any current union agreement, past practice or civil service rules, the union agreement, past practice or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Generally speaking, the City Administrator is the chief personnel officer of the City and is responsible for enforcement of all rules and regulations governing personnel. In some cases, different procedures and lines of authority may apply and, in such cases, the responsible Council or City representative shall consult with and keep the City Administrator fully advised of all personnel matters.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

EEO Policy Statement

The City of Dayton is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Dayton will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

If you believe there has been a violation of this policy, please immediately report the violation by following the reporting procedures outlined in the Harassment Prevention policy within this handbook.

GENERAL COMMUNICATIONS

Conduct as a City Employee

In accepting City employment, employees become representatives of the city and are responsible for assisting and serving the citizens for whom they work. Your primary responsibility as an employee is to serve the residents of Dayton. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a city employee. To achieve this goal, all employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements and expectations for every employee and position within the City of Dayton:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by your supervisor.

Employee Personnel Record

It is very important that employees keep all information provided to the city at the time of their hire up to date. This information is essential for many purposes, including benefit administration, insurance notices, mailing information to the employee's home and contacting friends or family in case of emergency.

The city should be promptly notified of any changes in:

- (1) Address and telephone number;
- (2) Marital status (including legal separation);
- (3) Legal change in employee's name;
- (4) Dependents;
- (5) Changes in beneficiaries; and
- (6) Person to notify in case of emergency.

Notice of Employee Rights with Regard to Personnel Record

All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act. Employees also have the right to know what data is retained, where it is kept, and how it is used.

Unless otherwise regulated by the Data Practices Law, any current employee has a right to request a review of his or her personnel record. Requests to review your personnel record must be made, in writing, to the City Administrator or other designated officer. Upon receipt of a written request to review a personnel record, the City will make the record available to you for review and the City may require that the record review be conducted under the supervision of a City representative. After reviewing the personnel record, you may submit a written request and a copy will be provided at no cost to you.

City of Dayton Personnel Policy Handbook

Unless otherwise regulated by the Data Practices Law, any former employee of the City has the right to review a copy of his or her personnel record once per year for so long as the personnel record is maintained by the City. Requests for a copy of a former employee's personnel record must be made by the former employee, in writing. Upon receipt of a written request for a copy of a personnel record by a former employee, the City will provide the former employee with a copy of his or her personnel record within seven working days of receipt of the written request at no cost to the former employee.

If an employee disputes specific information contained in the employee's personnel record, the City and the employee may agree to remove or revise the disputed information; and if an agreement is not reached, the employee may submit a written statement specifically identifying the disputed information and explaining the employee's position. The position statement will be included along with the disputed information as long as that information is maintained in the employee's personnel record. A copy of the position statement will also be provided to any other person who receives a copy of the disputed information from the city after the position statement is submitted.

Media Requests

All City employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the City Administrator, appropriate Department Head or other appropriate staff. Regardless of whether the communication is in the employee's official City role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the City Administrator or appropriate Department Head. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator, Department Head or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the City Administrator or appropriate Department Head of the request.
2. If the request is regarding information about City personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the City Administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning City personnel will be the responsibility of the City Administrator or appropriate Department Head.

When/if the City Administrator or Department Head authorizes a staff person to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, employees must:

City of Dayton Personnel Policy Handbook

- Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the City Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: “The City finished street cleaning on 16 streets in the northwest corner of the city this past week” instead of “The City is doing a great job with street cleaning this year!” Corrections must be issued when needed.
- Generally, employees should not include personal opinions in official City statements. One exception is communications related to promoting a city service. For example, an employee could post the following on the City’s Facebook page: “My family visited Hill Park this weekend and really enjoyed the new band shelter.” Employees who have been approved to use social media sites on behalf of the city should seek assistance from the City Administrator on this topic.
- Notify the City Administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for City business. Employees should be aware that the data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Personal Communications and Use of Personal Social Media

It is important for City employees to remember that the personal communications of employees may reflect on the city, especially if employees are commenting on City business. The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

- Remember that what you write, or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.
- The City of Dayton expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the city. Avoid using statements, photographs, video or audio that are reasonably viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local commission.
- If you publish something related to City business, identify yourself and use a disclaimer such as, “I am an employee of the City of Dayton. However, these are my own opinions and do not represent those of the City of Dayton.”
- City resources, working time, or official City positions cannot be used for personal profit or business interests, or to participate in personal political activity. Some examples: a building inspector could not use the City’s logo, email, or working time to promote his/her side business as a plumber; a parks employee should not access a park after hours even though he or she may have a key; a clerk, while working at City Hall, should not campaign for a friend who is running for City Council.
- Personal social media account names or email names should not be tied to the city (e.g., City name Cop).

City of Dayton Personnel Policy Handbook

Internal Communication

The City believes that effective communication is essential to our continued success and that open lines of communication are important to the creation of productive operations. In general, any questions, concerns, and suggestions for improving operations should first be discussed with your supervisor.

The city realizes, however, that there may be occasions when the nature of the communication is such that the supervisor is personally involved; you believe that you cannot openly or effectively discuss the matter with your supervisor, or you are not satisfied with your supervisor's response. In these situations, you are free to bring their concerns and ideas directly to the next level of supervision or management without notifying your immediate supervisor.

In order to be effectively addressed, problems should be presented at the time they arise. Depending on the nature of the matter, you may be asked to summarize the matter in writing.

Performance Reviews

An objective performance review system will be established by the City Administrator or designee for the purpose of periodically evaluating the performance of City employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employees. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable using the City's grievance process, other performance evaluation data, including subjective assessments, are not. For those parts of the performance evaluation system deemed not challengeable, an employee may submit a written response, which will be attached to the performance review. Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee. Conducting these informal performance meetings provides both the supervisor and the employee with the opportunity to discuss what is expected, what is going well and not so well.

Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

COMPENSATION, ATTENDANCE & SCHEDULING

Rate of Pay

Full-time employees of the city will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the city in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

Under the Minnesota Wage Disclosure Protection Law, employees have the right to tell any person the amount of their own wages. While the Minnesota Government Data Practices Act (Minn. Stat. §13.43), specifically lists an employee's actual gross salary and salary range as public personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minn. Stat. §181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment.
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages.
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.
- Retaliate against an employee for asserting rights or remedies under Minn. Stat. §181.172, subd. 3.

The City cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the City and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the City Administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Time Reporting

Full-time, non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. They will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, all hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Reporting false information on a time sheet may be cause for immediate termination.

Overtime & Compensatory (Comp) Time

The City of Dayton has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is

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designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Assigning & Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor and/or the Department Head.

Core Work Hours

To ensure employee availability and accountability to the public the City serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 7:30 am to 5:00 pm Monday through Thursday and 8:00 am to 12:00 pm on Fridays, unless away from the work site for a work-related activity, on approved leave, or otherwise approved by the City Administrator in accordance with the customs and needs of the individual departments. Public Works hours are 7:00 am to 4:30 pm Monday through Thursday and 7:00 am to 11:00 am on Fridays. Police Department hours/shifts are determined by the department.

Meal Breaks & Rest Periods

A paid fifteen (15) minute break is allowed for each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight (8) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted (unless approved by a supervisor) to adjust work start time, end time, or lunch time by saving these breaks.

Employees working in City buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work. Employees whose duties involve traveling throughout the City may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor on the use of meal breaks and rest periods.

Adverse Weather Conditions

City facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as long as they use accrued vacation time or compensatory time, or with supervisors' approval, may modify the work schedule, work from home or make reasonable schedule adjustments.

At times, emergencies such as severe weather, power failures, fires or acts of God, may disrupt City operations. In extreme cases, these circumstances may require the city to temporarily close. It is the employee's responsibility to call the office or their supervisor to inquire about working conditions. When a decision to close is made AFTER the workday has begun, employees will receive official notification from their supervisor. In these situations, up to four hours of time off from scheduled work will be paid. When the decision to close is made BEFORE the workday has begun, time off from scheduled work will be unpaid, however, with supervisor approval, employees may use available paid time off, such as unused vacation benefits. In cases where an emergency closing is not authorized, employees who fail to report or work may not be paid for the time off.

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Employees in essential operations, such as police officers, may be asked to work on a day when City operations are officially closed. In these circumstances, employees who work will receive regular pay.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the City Administrator.

Non-Exempt (Overtime-Eligible) Employees

All overtime-eligible employees will be compensated at the rate of time-and-one-half for all hours worked over 40 in one workweek. Vacation, sick leave, and paid holidays count toward “hours worked”, unless otherwise specified by a union contract. Compensation will take the form of either time-and-one-half pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half hours off for each hour of overtime worked.

For most employees the workweek begins at midnight on Sunday and runs until the following Saturday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department.

The employee’s supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time-and-one-half on the next regularly scheduled payroll date, unless the employee indicates on his/her timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

The maximum banked time accumulation for any employee is 60 hours per year. Once an employee has earned 60 hours of compensatory time banked, no further compensatory time may accrue in that calendar year. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time banked shall be used by December 31st each year or paid out?

All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time.

Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The City of Dayton will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.

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- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits, and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the city in which the employee does not work a full week. In this case, the city will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness, or injury, but:
 - Paid leave has not been requested or has been denied.
 - Paid leave is exhausted.
 - The employee has specifically requested unpaid leave.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid medical leave.
- The City of Dayton may for budgetary reasons implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any workweek in which the budget-related deductions are made.

The City of Dayton will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the city any amounts received by the employee as jury fees or witness fees.

If the City inadvertently makes an improper deduction to the weekly salary of an exempt employee, the city will reimburse the employee and make appropriate changes to comply in the future.

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for exempt staff are Monday through Thursday 7:30 a.m. to 5:00 p.m. and Friday 8 a.m. to 12:00 p.m., plus evening meetings as necessary. Public Works hours are Monday through Thursday 7:00 am to 4:30 pm and Friday 7:00 am to 11:00 am. Police hours are based on shifts as determined by the department.

Exempt employees are required to use paid leave in an amount that meets the 40-hour workweek expectation. For example, if an exempt employee were to work 5 7-hour days in a given week (35 total hours), he or she would be required to use 5 hours of paid leave for that week to meet the 40-hour minimum. On the other hand, should an exempt employee work 4 10-hour days (40 hours) in a given week and take one workday off, he or she would NOT be required to use paid leave for that week since they have already met the 40-hour minimum.

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Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours above and beyond the normal business hours. Exempt employees must communicate their absence to the Supervisor.

If one of the above employees is regularly absent from work under this policy and it is found that there is excessive time away from work that is not justified, the situation will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

Attendance & Absence

The operations and standards of service in the City of Dayton require that employees be at work unless valid reasons warrant absence, or an employee has a position that has been approved to work remotely. In order for a team to function efficiently and effectively, employees must fully understand the goals that have been set for them and the time that is required to be on the job. Understanding attendance requirements is an essential function of every City position.

Some employees may also be required to be available for Stand-By or Call-Back duty as follows:

Stand-By Duty: Employee who are on-call (Stand-by duty) must be readily available. Normally, these employees will be provided with two-way radios, pagers or cellphones. Appropriate response time or area requirements may be placed on employees on stand-by duty.

Call Back: Any employees subject to call-back must report immediately or, in the case of serious weather or other reasonable limiting factors, as soon as practical. Employees and supervisors providing essential services should attempt to keep each other informed as to their general off-duty whereabouts so as to assure adequate response time in case of an emergency.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of an unexpected absence, employees should call their supervisor before the scheduled starting time and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor.
- Failure to use the established reporting process may be grounds for disciplinary action.
- The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor.
- Employees who are absent for three (3) days or more and who do not report their absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The City may waive this rule if extenuating circumstances warranted such behavior.

This policy does not preclude the City from administering discipline for unexcused absences of less than three (3) days. Individual departments may establish more specific reporting procedures.

For budgetary and confidentiality reasons, non-exempt employees (eligible for overtime pay) are not authorized to take work home without prior approval from their supervisor and must, at all times, record all hours worked.

BENEFITS

Health, Dental, Vision & Life Insurance

The City will contribute a monthly amount toward group health, dental, vision, and/or life insurance benefits for each eligible employee (employees must be year-round employees work 32 or more hours per week on a regular basis) and his/her dependents and spouse, if any.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the City Administrator.

Health Savings Account (HSA)

The City offers a voluntary pre-tax salary reduction program which permits eligible employees to set aside funds to pay for eligible health expenses.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the City Administrator.

Flexible Spending Account

The City offers a voluntary pre-tax salary reduction program which permits eligible employees to set aside funds to pay for daycare expenses.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the City Administrator.

Retirement/PERA

The City participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately. The city and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the city matches the employee's Social Security and Medicare withholding). For information about PERA eligibility and contribution requirements, contact the City Administrator.

The city also offers additional retirement plan options should employees wish to participate. Please contact the City Administrator for more information related to these plans.

COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees covered by the City's group health insurance and their qualified beneficiaries the opportunity to continue health insurance coverage when a "qualifying event" would normally result in the loss of health insurance. Some common "qualifying events" are resignation or termination of employment, death of the covered employee, a reduction in an employee's hours, certain leaves of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

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Under COBRA, the employee or beneficiary pays the full cost of continuing the insurance coverage at the City's group rates plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employees' rights and obligations. COBRA information is also provided when the city is informed of a qualifying event.

Expense Reimbursements

Reimbursement to eligible employees for eligible and legitimate business expenses, as defined by the City's expense reimbursement policy, will be made via a city check. Please submit all corresponding receipts to your supervisor, along with the completed City expense report to receive reimbursement on a timely basis. Reimbursement documentation must be submitted within 30 days after the expense was incurred.

Holidays

The city observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	Floating Holiday (2) (Employee's Choice)

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday. This applies only to those City operations/facilities that are closed on holidays. In the event Christmas Eve falls on a Sunday and Christmas Day on a Monday the "observed" holiday is Monday and Tuesday. In the event Christmas eve falls on Friday and Christmas Day on a Saturday the "observed" holiday is Thursday and Friday.

The city is closed the day after Thanksgiving but not a paid holiday. Employees must use accrued vacation, floating holidays or take unpaid.

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter unless otherwise specified.

Full-time employees will receive pay for official holidays at their normal regular rates and part-time employees will receive prorated holiday pay based on the number of hours normally scheduled if the holiday falls on a regular scheduled day.

To be eligible for holiday pay, employees must work their last regularly scheduled workday before the holiday and their first regularly scheduled workday after the holiday or receive approval for other paid from their supervisor. If a holiday occurs during an employee's vacation or on a regular day off, the employee will be paid for the holiday in addition to the regular vacation or day off or given an extra day off, but not both. Any employee on a leave of absence without pay from the City is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

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Employees wanting to observe holidays other than those officially observed by the city may request either vacation leave or unpaid leave for such time off.

Vacation Leave

Vacation leave is intended for rest and relaxation and to contribute to the general welfare of each employee. As such, employees are encouraged to use most, if not all, of their available vacation leave each year.

Eligibility

Full-time employees will earn vacation leave after the first 30-days of employment in accordance with the below accrual rate schedule.

Part-time employees who work at least 32 hours per week on a regular basis will accrue vacation leave on a prorated basis of the below full-time employee accrual rate schedule.

Part-time employees who work less than 32 hours per week on a regular basis and temporary or seasonal employees will not earn or accrue vacation leave.

Accrual Rate

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave). Employees who are rehired after terminating City employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Employees who are represented by a collective bargaining agreement should refer to their specific union contract for vacation eligibility and accrual details.

New accrual rates take effect in the first month following the anniversary of the employee's hire date.

Length of Service	Accrual Rate (per month)	Total Annual Vacation Available
0-5 years	6.67 hours	80.00 hours
5-10 years	10.00 hours	120.00 hours
10-15 years	12.00 hours	144.00 hours
16-20 years	14.00 hours	168.00 hours
20+years	16.00	192 hours

Earnings and Use

An employee will not earn any vacation leave for any pay period unless he/she is employed by the city on the last scheduled workday of the pay period. Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor. Vacation can be requested in increments as small as one hour up to

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the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Employees are not allowed to borrow against Vacation leave that has not yet been accrued unless prior supervisor approval is obtained.

Employees may accrue vacation leave up to a maximum of two times the employee's annual accrual rate. No vacation will be allowed to accrue in excess of this amount without the approval of the City Council.

Any employee ending employment with the city in good standing and after providing at least two weeks' written notice will be paid for all earned but unused Vacation Leave hours.

Sick Leave

Sick leave is authorized absence from work with pay, granted to qualified full-time and part-time employees. Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below.

Eligibility and Accrual Rate

- Full-time employees will accumulate sick leave at a rate of one (1) day per month or 8 hours, up to a maximum sick leave balance of 1,056 hours.
- Part-time employees regularly scheduled to work at least 32 hours per week will accrue sick leave on a pro-rated basis of the full-time employee schedule.
- Part-time employees regularly scheduled to work fewer than 32 hours per week will not earn or accrue sick leave.
- Temporary and seasonal employees will not earn or accrue sick leave.
- Sick leave does not accrue during an unpaid leave of absence.
- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Earnings and Use

Sick leave may be used under the following circumstances:

- When an employee is unable to perform work duties due to a personal illness or disability (including pregnancy)
- For personal medical, dental or other care provider appointments
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others
- To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary
- To take children, or other family members to a medical, dental or other care provider appointment(s)
- To care for an ill spouse, domestic partner, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother
- For personal or family safety leave. Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling,

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parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

- Extended bereavement leave.

Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, domestic partner, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild).

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

To be eligible for sick leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the workday, for each and every day absent, unless otherwise approved;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The City has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and prior to an unpaid leave of absence during a medical leave, except where Parenting Leave under Minnesota law and the medical leave overlap.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Administrator.

Sick leave cannot be transferred from one employee to another unless the transfer qualifies as a pre-approved sick leave donation.

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Employees with more than five (5) years of continuous service who terminate their employment in good standing will be paid up to a maximum of 1/3 of their accumulated sick leave (or as otherwise stipulated in union agreement in which an employee is a member.)

Earned Safe and Sick Time (ESST)

All employees are eligible for ESST, however the above sick leave designation for full-time employees is in excess of ESST and will therefore not be applicable for the remaining items related to ESST. Full-time employees should reference the previous section as it relates to this time.

Earned Safe and Sick Time is available for temporary, seasonal, and part-time employees of the City of Dayton. ESST can be used for certain reasons, including when an employee is sick, to care for a sick family member, or to seek assistance if an employee or their family member has experiences domestic abuse, sexual assault, or stalking.

Eligibility and Accrual Rate

- Temporary, Seasonal, and Part-Time employees will earn 1 hour of safe and sick time (ESST) for every 30 hours worked and can earn a maximum of 48 hours each year. The employee must work more than 80 hours in a single fiscal year per Department of Labor (DOL) rules.
- Hours will be held and accrued as long as the employee is employed with the city. (Ex. Seasonal employees will be terminated following their employment timeframe so hours will be accrued until that timeframe has been completed and will then forfeit those hours).
- Maximum of 80 hours of ESST can be held by any employee.
- Full-time employees are eligible to use ESST however it will be counted toward your sick leave banked balance and not a separate leave bank. Full-time employees will not earn the additional 1 hour of sick leave for every 30 hours worked because this is already covered under the sick leave balance in the above section.

ESST is guided by MN Dept of Labor and if you need more information, please contact your supervisor and/or the City Administrator.

Sick Leave Donation

In the course of employment, it is possible that circumstances can occur where an employee is unable to work due to a personal illness or crisis. Paid leave, including sick and vacation leave, provided by the city is standardly used in these situations. In cases where the need to be away from work for medical reasons is more extensive and the employee has exhausted all accrued vacation and sick leave, another employee may offer a portion of his/her accrued sick leave to the affected employee. See the City Administrator for more details and donation request approvals.

Funeral Leave

The purpose of funeral leave is to provide employees with time to attend the funeral of a member of the family and where necessary to handle personal affairs without disrupting income.

A regular, full-time employee may be granted up to a three-day leave (three scheduled workdays) with pay in the event of the death of one of the following: Spouse, domestic partner, child (including a stepchild), father, mother, sister, brother, grandparent, mother or father-in-law, grandchild, son or daughter-in-law. The actual number of paid days off will be determined by the

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supervisor. Additional unpaid days may be granted, if necessary, at the discretion of the supervisor.

For non-exempt employees, the funeral allowance is paid only for scheduled work time lost and will not be counted in computing overtime.

Vacation and/or Sick leave should be requested to attend the funeral of other friends and family.

Employee Education & Training

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

The city will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance and meets all applicable approved training criteria.

Memberships & Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the city. Normally, one City membership per agency, as determined by the Supervisor or City Administrator, is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the City and are transferred to another employee by the supervisor.

LEAVES OF ABSENCE

In some cases, an employee may require an extended leave of absence, even once all vacation and/or sick time has been exhausted. Depending upon an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies. Prior to the approval of any of the following leave of absences, all City-owned equipment will be returned to the City until the leave of absence has ended.

Unpaid Medical Leave

Unpaid medical leave may be granted where an employee's medical condition requires an absence from work for more time than the amount of available sick and vacation leave. The City may grant such leave in its sole discretion and in accordance with applicable law. The city will review requests for unpaid medical leave on a case-by-case basis and will require information to support the need for the leave. Such information may include a request or requirement for authorization to obtain information from or speak with the employee's treating physician. The City also reserves the right to request a second opinion from a city-chosen physician on any medical leave of absence.

Military Leave

State and federal laws provide protection and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active-duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

All employees who are on an approved military leave beyond fifteen (15) days will receive the full City contribution for benefits throughout the time they are on the approved leave. Additionally, if the employee is paid less by the military than their current hourly rate with the city, the city will cover that difference in hourly rate as if the employee were working full-time hours at the city. If

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the rate of pay received by the employee in the military is higher, then no concession will be made to the employee during the unpaid military leave.

Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the city in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and the pay form is completed by the clerk of court so the city will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

Court Appearances

Employees will be paid their regular wage to testify in court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the city.

Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony or is the spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case. Paid sick time may be applicable in some cases.

Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

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Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees may request leave for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions, as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child. Employees may be eligible for up to 12 weeks of unpaid pregnancy and parenting leave, which must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employees should provide reasonable notice, which is at least 60 days, whenever possible. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees will be required to use any available accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any Family and Medical Leave Act (FMLA) eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on concurrent FMLA leave, the employer contributions toward insurance benefits will continue only during the FMLA qualifying absence.

Administrative Leave

Under special circumstances, an employee may be placed on administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the City Administrator with the approval of the City Council.

Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for Parenting Leave). The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

School Conference & Activities Leave

Any employee who has worked half-time or more may take unpaid leave for up to a total of sixteen (16) hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

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Bone Marrow Donation Leave

Employees working an average of 32 or more hours per week may take paid leave, not to exceed 40 hours unless agreed to by the city, to undergo medical procedures to donate bone marrow. The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Election & Voting Leave

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off for purposes of serving as an election judge, provided that the employee gives the City at least ten (10) days written notice. Employees will be paid the difference in wages from election pay.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Extended Leave Without Pay

The City Administrator may authorize leave without pay for up to thirty (30) days (unless otherwise stipulated in the union contract) for any employee need for time off not specified in a specific policy. Leave without pay for greater periods may be granted by the City Council up to a maximum of one (1) year.

Normally employee benefits will not be earned by an employee while on leave without pay. However, the City's contribution toward health, dental and life insurance may be continued, if approved by the City Council, for leaves of up to ninety (90) days when the leave is for medical reasons and paid leave has been exhausted.

If an employee is on regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave (*annual leave*). Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave (*annual leave*) based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave and compensatory time must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick leave). Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the city.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

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Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the City Administrator subject to approval of the City Council.

EMPLOYEE ACCOMMODATIONS

Reasonable Accommodation

The city may provide reasonable accommodations to known physical and mental limitations of an otherwise qualified disabled employee or applicant. Reasonable accommodation may be, depending on all the circumstances, modifications or adjustments to a job, the work environment, or the way things are usually done that enables an employee with a disability to perform the essential functions of a job, and to enjoy equal benefits and privileges of employment. Please recognize, however, that we cannot promise to provide any and all accommodations. We must consider each accommodation on a case-by-case basis to determine whether it would cause an undue hardship to the city. Certain accommodation can or may also be made for pregnant employees. If you are pregnant and need an accommodation, please follow the request procedure below.

The city may also provide reasonable accommodation for employees' religious observances and requirements when employees bring such matters to the City's attention and a reasonable accommodation can be identified. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs or practices and the employee's job requirements, without causing undue hardship to the city or coworkers. The city has developed a process to assist employees, management and human resources. Through this process, the City has established a system of open communication between employees and the City to specifically discuss and take action to reasonably accommodate employees' needs. The intent of this process is to ensure a consistent approach when addressing all requests for accommodation. Any employee who perceives a conflict between job requirements and religious belief or practice should follow the accommodation request process below.

Requests for reasonable accommodation must be made in writing and forwarded to your supervisor or the City Administrator. The city will review requests for accommodation on a case-by-case basis and may require information to support the need for the accommodation. Such information may include a request or requirement for authorization to obtain information from or speak with the employee's treating physician. The City also reserves the right to request a second opinion from a city-chosen physician on any request for accommodation.

Reasonable Unpaid Work Time for Nursing Mothers

Nursing mothers will be provided reasonable unpaid break time for nursing mothers to express milk for nursing her child for one year after the child's birth. The city will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

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Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The City will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth:

- More frequent restroom, food, and water breaks;
- Seated work;
- Limits on lifting over 20 pounds; and/or
- Temporary transfer to a less strenuous or hazardous position, should one be available.

Unless such accommodations impose an undue hardship on the city, the city will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

GENERAL EMPLOYMENT POLICIES

City Property & Equipment

The residents of the City of Dayton have invested substantial dollars to provide and maintain high quality working materials, equipment and facilities. As such, the City of Dayton reasonably expects each employee to do everything within his/her power to use the equipment and supplies carefully and economically and to treat all City equipment, vehicles, facilities, and other property with care and respect. By doing so, all will be more comfortable, efficient, and proud of the appearance of the city as well as of the City's progress and accomplishments.

Any employee involved in an incident or accident that results in damage to City property must submit a report of the incident to his/her supervisor and City Clerk within twenty-four (24) hours of occurrence. Accidents involving a city vehicle must also submit a copy of the Minnesota Motor Vehicle Accident Report.

Access to and Use of City Property

Any employee who has authorized possession of keys, tools, cell phones, computers, or other City-owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with his/her supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the city in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the city is prohibited unless authorized by the City Administrator. Any employee found to have an unauthorized duplicate key will be subject to disciplinary action.

City machinery, equipment and property are procured and maintained for the sole and exclusive use of the City. No employee may use any City machinery, equipment, or property for personal purposes without reasonable payment promptly made to the City as in the case of rentals, leases, or sales to other City residents or customers.

The City shall have the right to access any city equipment and property, including but not limited to, desks, credenzas, file cabinets, computers, computer files, e-mail, and voice mail of any employee to ensure compliance with City policies and applicable laws.

Employees provided City uniforms, either by direct City purchase or through reimbursement, shall only wear such uniforms while on duty. Employees may wear their uniforms while traveling to and from work and may conduct personal business incidental to such trips. In no event shall employees wear City uniforms while engaging in outside employment or when off duty in any licensed liquor establishment.

City Vehicles

Vehicles owned by the city are to be used for City operations only. These vehicles are intended to transport employees to and from work-related sites and are not for personal use.

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Each employee assigned to use a city vehicle is solely responsible for ensuring the proper care and maintenance of the vehicles that they drive, including but not limited to, oil changes at the proper intervals, ensuring appropriate fluid levels, and inspecting tire wear and tire pressure.

The city will be responsible for paying gas, repairs, and maintenance related to the business vehicles.

Each field employee who drives a vehicle for City business use is required to have a current, valid driver's license and may be periodically asked to show proof of that license. Such employees must also be capable of being insured under the City's insurance policies. Loss of or suspension of a driver's license will be cause for immediate reclassification or dismissal of any employee who has regularly assigned driving duties. Employees are under an affirmative obligation to report any loss or suspension of their driver's license to the city within 24 hours of such an event.

All tickets for parking and traffic violations involving a city vehicle is the responsibility of the employee. The employee must pay all fines promptly. Violation of parking or traffic laws or other violations of this policy may result in disciplinary action up to and including termination.

Employees must immediately report all "moving" traffic violations to the city, when the violation involves a city vehicle.

City employees who drive City owned or leased vehicles or personal vehicles on City business are expected to exercise safe and defensive driving skills at all times and obey all applicable motor vehicle laws and regulations.

Each driver must:

1. Possess and provide proof of a valid driver's license (any other applicable licensing requirements) for the state of residency and the type of motor vehicle driven and have an acceptable driving record as determined by the city. The City reserves the right to investigate the driving records of any employees who will be operating motor vehicles for City business purposes, including but not limited to determining insurability;
2. Be in a fit condition while driving, including compliance with any applicable medical testing requirements;
3. Use, and require all occupants to use, seat belts and harnesses, air bags and other safety equipment provided with the vehicle.
4. Comply with any applicable City drug and alcohol policy and never drive while under the influence of drugs or alcohol. Any driver convicted of driving while under the influence may be subject to disciplinary action, up to and including termination;
5. Never transport unauthorized passengers while on City business;
6. Limit and use safe precautions if eating or drinking in City vehicles while driving;
7. Observe and obey all parking ordinances, speed limits, traffic signals and other laws governing the operation of motor vehicles; and
8. Maintain City owned or leased vehicles in clean and safe working order and in compliance with applicable laws and regulations.

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9. Inspect City owned or leased vehicles for apparent defects and according to City requirements. City drivers who drive a city owned or leased vehicle must perform a motor vehicle inspection at the start of the work shift and must complete a motor vehicle inspection report.)
10. Meet insurability standards set by the City's insurance carrier. Drivers who use their personal vehicles for City business must maintain adequate insurance coverage as established by the City and are required to carry proof of insurance. The city does not insure employees against claims for damages resulting from the use of their personal vehicles in the course of employment. Any claims for damages resulting from the operation of the employee's personal vehicle in the course of employment should be submitted to his or her own automobile insurance carrier.
11. Never leave their keys in a city owned or leased vehicle while it is unattended. Drivers must ensure that when leaving a vehicle unattended, the vehicle is properly secured and locked. Neglecting the security of the vehicle could result in theft, and therefore, drivers may be disciplined for a violation of this policy;
12. Use safe precautions, pulling to the side of the road, if necessary, if an employee determines the need to talk on a cell phone while driving.

Personal Appearance

All employees shall be neat, clean, and dressed in a manner which fosters both employee and public confidence. Regardless of work location, clothing must be appropriate for the work environment, promote employee safety, and present a positive image to the public. Due to unique conditions and requirements, individual departments may set specific personal appearance and hygiene standards, which shall be detailed in writing and available for employee review.

Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the City. City staff shall not enforce the City's dress code more strictly against transgender and gender diverse employees than other employees.

Conflict of Interest

The City has an excellent reputation for conducting its activities with integrity and in accordance with the highest ethical standards and, therefore, expects all employees to uphold that reputation at all times.

No employee may engage in any activity that presents a conflict-of-interest, real or apparent. A conflict of interest can include, but is not limited to:

- Entering into any situation where the employee may obtain personal benefit or potential personal benefit and that may harm the city, either monetarily or to its public image, by using information or personal contacts not usually available except through employment with the city.
- Personally, engaging in or holding direct financial interest in any contract with the City where the employee or official has authority or input related to the establishment of a sale or contract terms or is otherwise financially interested in any manner pertaining to the sale of land, materials, supplies, or services to the City, unless prior disclosure, review, and City Council approval has been granted.

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- Engaging in any outside activity which may interfere with the operations of the city or that reflects negatively on the employee's loyalty to the city.

Employees who are in doubt as to whether an activity violates this policy must discuss the matter in advance with their supervisor.

Acceptance of Gratuities

Pursuant to state law, no City employee or official shall accept a gift from any interested party. Interested parties include all citizens/taxpayers of Dayton, other people or businesses the City provides goods or services to or receives goods or services from. Any gift left or delivered to a City employee(s) shall be either immediately returned or turned over to the Council Administrator for donation to a local charitable cause.

A gift means money, property, services, loan, forgiveness of debt, or promise of employment that is given and received without consideration of equal or greater value given in return. It is not a gift to receive items from close friends or immediate family members or for other purposes when it is totally unrelated (including the relationship) to City employment/office.

Falsification of Records

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Family Employment Relationships

The city welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. However, since such relationships sometimes can create problems in the workplace, including suspicions of favoritism if the related employees are in a supervisor-subordinate relationship, it is the policy of the City that:

- Any employee of the City who has or acquires a familial relationship (as defined below) with another employee shall not have any direct or indirect administrative or operational authority over the other person. This prohibition means not only that a person cannot supervise a family member but also that the family member cannot be in that person's chain of command; for example, a family member cannot work in a department in which a family member is the Department Head. This policy, however, may be waived for temporary and/or seasonal employees with management approval.
- An employee of the City cannot use his/her authority or position with Dayton to benefit or to disadvantage another employee in a familial relationship. Although all such potential misuses of authority cannot be listed here, examples include an employee signing an evaluation for a family member or signing/approving a check payable to a family member.
- Employees are required to notify the City Administrator or relevant Department Head of (a) any existing familial relationships; (b) any familial relationships that are created among employees (for example, by the marriage of two employees); and (c) the potential employment by the city of a family member.
- The City will refuse to hire a job applicant who is in a familial relationship with a current employee if the applicant would be in a supervisory or subordinate position to the existing employee. Employees who marry one another during their employment will be allowed to

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remain with the city unless they are in a superior-subordinate relationship and there is no open position to which one of them may be moved.

- “Familial relationship” within the meaning of this policy means two employees (or an employee and a job applicant) in the relationship of husband, wife, father, mother, brother, sister, son, daughter, uncle, aunt, nephew, niece, grandfather, grandmother, grandson or granddaughter, or any of those relationships arising as a result of marriage (for example, brother-in-law).

Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

Private political discussions are allowed but must not disturb work time or negatively affect the work environment in any way. Employees shall not use their official titles and/or positions for political purposes or to endorse or imply any City endorsement. In no event will City property or employee work time be used to advance or oppose such political cause when not directly related to and authorized by the City.

Candidates for Public Office

Any City employee choosing to become a candidate for any elected public office of the City of Dayton shall automatically be given a leave of absence without pay and/or employer benefit contributions until they are no longer a candidate, or they are elected to such office. Vacation leave, if available, may be used during this leave of absence. If any employee is elected to a public office within the City of Dayton, that employee shall resign from employment upon taking public office.

Solicitation

Personal decisions regarding the purchase of goods or services, charitable contributions, or membership in an organization should not create negative feelings or detract from an employee's effectiveness at work. Consequently, solicitation or distribution of literature of any kind by any employee during the actual working time of the employee soliciting or the employee being solicited is prohibited. This does not apply to rest or meal periods. Literature may not be distributed in working areas at any time.

Outside Employment

The potential for conflicts of interest is lessened when individuals employed by the City of Dayton regard the city as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the City Administrator. Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee's City job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

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For the purpose of this policy, outside employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use City equipment, resources or staff in the course of outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the city. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the city for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

Drug Free Workplace

In accordance with federal law, the City of Dayton has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the City's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture, distribution, possession, or use of a controlled substance on City property, while conducting City business, or while operating or occupying City vehicles or equipment is absolutely prohibited. Prescription and over-the-counter medications are not prohibited when taken in standard dosage and/or according to a physician's prescription. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug in the workplace. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by cannabis in the workplace.
- C. The city recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting City business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.
- E. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

Drug, Alcohol, and Cannabis Testing Policy

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In addition to the Drug Free Workplace Policy, the City has adopted the following Drug and Alcohol Testing Policy applicable to all employees.

A. Purpose

The purpose of this policy is to ensure a work environment that is free of drugs, alcohol, and cannabis, and to reduce accidents, injuries, fatalities, and damage to City property resulting from the misuse of alcohol or drugs. The City does not intend to intrude into the private lives of its employees, but strongly believes that a workplace that is free of drug, alcohol, and cannabis is in the best interest of employees and the public alike. Alcohol, drug, and cannabis abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and other negative employee behaviors.

B. Persons Subject to Testing and Circumstances Under Which Testing May Be Required

1. Non-DOT Employees.

Under this policy, the City may test any employee whose work assignment does not require licensing by the U.S. Department of Transportation for alcohol and/or drugs, including cannabis, under the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minnesota Statutes § 181.953, subd. 1.

a. Reasonable Suspicion Testing.

Consistent with Minnesota Statutes § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol, drugs, or cannabis while in the workplace; or
- Has violated written work rules prohibiting the use, possession, sale, or transfer of drugs, alcohol, or cannabis, while working, while on City property, or while operating City vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minnesota Statutes § 176.011, subd. 16, or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol, drugs or cannabis or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the City's policies concerning alcohol, drugs, or cannabis may have occurred. These observations will be reflected in writing documented by the person or persons observing the employee, and reported to the employee's supervisor and the City Administrator.

For off-site collection of a sample for testing, the suspected employee will be driven to an employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

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b. Cannabis Testing.

No discipline or other adverse employment action shall be taken on the sole grounds of a positive test result for the presence of cannabis or its metabolites, except where otherwise required by state or federal law. Nothing in this section shall prevent an employee from being disciplined, suspended, or terminated for cannabis use, possession, sale, transfer, trade, or offer for sale of cannabis while working, while the employee is in or about City facilities or property, or while operating or occupying City vehicles or equipment.

c. Treatment Program Testing.

Any employee may be required to undergo drug and alcohol testing if the employee has been referred by the City for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under the City insurance, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

2. CDL/DOT Employees

This section of the Drug, Alcohol, and Cannabis Testing Policy implements the requirements of the Federal Omnibus Transportation Employee Testing Act and the U.S. Department of Transportation Regulations, 49 C.F.R. Part 382. Despite legalization of cannabis under Minnesota state law, cannabis remains a controlled substance under Federal law and regulations. For purposes of this section of the Drug, Alcohol, and Cannabis Testing Policy “controlled substance” includes cannabis.

This section of the Drug, Alcohol, and Cannabis Testing Policy, and applies to all employees whose job duties require the possession of a commercial driver’s license (CDL) and/or include operating City vehicles that:

- Have a gross vehicle weight rating of 26,001 pounds or more; or
- Have a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Are designed to carry 16 or more passengers including the driver; or
- Are of any size and are used in the transportation of materials where the vehicle is required to be placarded under the Hazardous Materials Regulations 49 C.F.R. Part 172, subpart F (regardless of weight).

a. Prohibited Activities.

For purposes of this section of the Drug, Alcohol, and Cannabis Testing Policy, “safety-sensitive function” means a job duty, including any supervisory or management duty, in which an impairment by caused by drug, alcohol, and/or cannabis usage would threaten the health or safety of any person.

The following activities related to the use of alcohol and controlled substance, including cannabis:

- *Being Under the Influence of Alcohol While on Duty.* Reporting for duty, or remaining on duty, to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for twenty-four hours, escorted home and placed on annual leave for hours missed from work.

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- Using Alcohol. Using alcohol while performing safety-sensitive functions.
- Possessing Alcohol. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol in any quantity.
- Pre-duty use. Using alcohol within four hours of performing a safety-sensitive function. If an employee has had alcohol within four hours, they are to notify his/her supervisor before performing any safety-sensitive functions.
- Drinking Alcohol within 8 Hours Following an Accident (or prior to being tested). When required to take a post-accident alcohol test, using alcohol within eight hours following the accident, or prior to undergoing a post-accident alcohol test, whichever comes first.
- Refusing to Test. Refusing to submit to an alcohol or controlled substance, including cannabis, test required by post-accident, random, reasonable suspicion or follow-up testing requirements.
- Being Under the Influence of Drugs While on Duty. Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when instructed by a physician who has advised the driver that the substance does not adversely affect the drivers' ability to safely operate a commercial motor vehicle. The driver must inform his/her supervisor of any therapeutic drug use.
- Reporting for Duty after Testing Positive. Reporting for duty, remaining on duty or performing a safety-sensitive function, if the driver tests positive for controlled substance.

b. Tests required.

Under the rules of the Federal Motor Carrier Safety Administration, there are six instances when a driver may be tested: pre-employment, post-accident, random, reasonable suspicion, return-to-work, and follow-up.

- Pre-employment testing. After a conditional offer of employment, but prior to the first time a driver performs safety-sensitive functions, the driver must submit to testing for controlled substances. Any job offer, reassignment, or transfer to drive a commercial motor vehicle will be contingent upon:
 - A verified negative controlled substance test result, and
 - The applicant's written agreement authorizing former employers to release to the city all information on the applicant's alcohol tests with a concentration result of 0.04 or greater, positive controlled substance test results, refusals to be tested, other violations of the testing regulations, and completion of return to duty requirements within the preceding two years.

The City also retains the right not to hire a driver who has a positive test result and who has not participated and completed a counseling or rehabilitation program as directed by the driver's substance abuse professional.

- Post-accident testing. As soon as practical following an accident involving a commercial motor vehicle, each driver will be tested for alcohol and controlled

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substances when the following occurs:

- The accident involved a fatality, or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene, or
- The driver receives a citation for a moving traffic violation from the accident and a vehicle is required to be towed from the accident scene.

Alcohol Testing. An alcohol test must be administered within 2 hours of the occurrence of the accident. If two hours have elapsed from the time of the accident and the driver has not submitted to an alcohol test, the supervisor will prepare a record stating the reason a test was not promptly administered and submit it to the City Administrator.

If an alcohol test required by this section is not administered within two hours following the accident, the city will continue to make attempts to perform an alcohol test within 8 hours of the time of the accident. If eight hours have elapsed and the driver has not submitted to an alcohol test, the supervisor will cease attempts to administer the test and prepare the record described above.

The driver must not consume any liquid containing alcohol for up to 8 hours following an accident or until the employee has tested, whichever occurs first. (See Consequences for Refusal to Test).

A driver who is subject to post-accident testing shall remain readily available for such testing for the time periods described above, or the driver may be deemed by the city to have refused to submit to testing.

Drug Testing. The driver must provide a urine sample for a drug test within 32 hours of the occurrence of the accident. If thirty-two hours have elapsed and the driver has not submitted to a controlled substance test, the supervisor will cease attempts to administer the test and will prepare a record stating the reason a test was not promptly administered and submit it to the City Administrator.

The City may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- Such tests are conducted by the Federal, State and/or local officials having independent authority for the test, and
- The tests conform to applicable Federal, State, or local requirements, and
- The test results can be obtained by the City.

Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

➤ Random Testing

The selection of drivers for random alcohol and controlled substance testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with drivers' social security numbers, payroll identification numbers, and other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

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Alcohol testing will be administered at a number equal to or greater than ten percent (10%) of the average number of driver positions. Controlled substance testing will be performed at a number equal to or greater than fifty percent (50%) of the average number of drivers unless changed by the Federal Highway Administration. For controlled substance testing, the City shall randomly select a sufficient number of drivers.

Drivers may be selected for more than one test per year.

Tests will be unannounced and spread reasonably throughout the calendar year.

Drivers selected for random tests will proceed immediately to the testing site upon notification of being selected.

In the event a driver who is selected for a random test is on vacation or an extended medical absence, they will be tested when they return, or an alternately selected driver may be tested in their place if necessary.

➤ Reasonable Suspicion

Reasonable suspicion testing will be implemented according to the same standards as applied to Non-DOT employees as set forth above.

➤ Return-to-Work Testing

The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by federal law or this policy concerning alcohol or controlled substances, the driver shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02, or verified negative results for controlled substance use.

➤ Follow-up Testing

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver is subject to unannounced follow-up alcohol and/or controlled substance testing as directed by a substance abuse professional. Follow-up alcohol testing shall be conducted only while the driver is performing safety-sensitive functions, just before or just after performing such safety-sensitive functions or while the driver is in a state of readiness to perform safety-sensitive functions.

3. Public Safety Employees.

➤ Alcohol Testing

Police officers and firefighters for the City are subject to testing for alcohol according to the same standards that are applicable CDL/DOT-employees as set forth in this Drug, Alcohol, and Cannabis Testing Policy (pre-employment, post-accident, random, reasonable suspicion, return-to-work, and follow-up testing).

➤ Cannabis Testing

Under Minnesota law, despite state legalization of cannabis use by individuals over the age of 21, cannabis and its metabolites are considered a drug/controlled substance for any person employed as a peace officer or a firefighter for the City. Further, federal law

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prohibits any person who is an unlawful user of a controlled substance from possessing a firearm or ammunition. This includes peace officers who are required to carry a firearm and ammunition as part of their job duties.

Accordingly, police officers and firefighters for the City are prohibited from any cannabis use at any time, even during off-duty time. Police officers and firefighters for the City are subject to testing for cannabis according to the same standards that are applicable CDL/DOT-employees as set forth in this Drug, Alcohol, and Cannabis Testing Policy (pre-employment, post-accident, random, reasonable suspicion, return-to-work, and follow-up testing).

C. Consequences for Refusing to Test.

Employees and job applicants have the right to refuse to undergo drug and alcohol testing. However, failure to comply with the City's Drug, Alcohol, and Cannabis Testing Policy, and refusal to take a drug and alcohol test upon request shall subject an employee to discipline, up to and including discharge. If an applicant refuses to test, the job offer will immediately be withdrawn.

An employee or job applicant who, on religious grounds, refuses to undergo drug and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine sample.

Smoking

The City of Dayton observes and supports the Minnesota Clean Indoor Air Act. All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or "vaping" with e-cigarettes is prohibited while in a city facility or vehicle.

Safety

The health and safety of each employee of the city and the prevention of occupational injuries and illnesses are of primary importance to the city. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Reporting Accidents & Illnesses

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor and City Clerk. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety

HARASSMENT PREVENTION

General

The City of Dayton is committed to creating and maintaining a workplace free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

In keeping with this commitment, the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the City's strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363.01, subdivision 41, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Expectations

The City of Dayton recognizes the need to educate its employees on the subject of sexual harassment and stands committed to providing information and training.

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All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate supervisor;
2. City Administrator;
3. Mayor or City councilmember.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation.
2. Document the occurrences of harassment.
3. Submit the documented complaints to your supervisor, City Administrator, mayor, or any member of the City Council. Employees are strongly encouraged to put the complaint in writing.
4. Document any further harassment or reprisals that occur after the initial complaint is made.

The city urges that conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate.

Management has the obligation to provide an environment free of sexual harassment. The City is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

The city will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Any employee who makes a false complaint or provides false information during an investigation may be subject to disciplinary action, up to and including termination.

Retaliation

The City of Dayton will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

RESPECTFUL WORKPLACE POLICY

(includes sexual harassment prevention)

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

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Scope

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the City has a strong commitment to customer/resident service, the city does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior: includes the use of physical force, harassment, bullying or intimidation.

Discriminatory behavior: includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

Offensive behavior: may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction.

Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below:

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- Politely, but firmly, tell whoever is engaging in disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.
- If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.
- In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator, or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.
- If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the mayor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations *other than sexual harassment and discriminatory behavior*, supervisors will use the following guidelines when an allegation is reported:

1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.
2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place:
 - a. Corroborating evidence
 - b. A list of witnesses
 - c. Identification of the offender
3. The supervisor must notify the City Administrator about the allegations.
4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.
5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.
6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

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Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the city attorney who will confer with the mayor and City Council regarding appropriate investigation and action.

If a council member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the city attorney who will undertake the necessary investigation. The city attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Consistent with the terms of applicable statutes and City personnel policies, the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The city may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

DISCIPLINE & GREIVANCES

General Policy

Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Dayton. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the City's personnel policies. The supervisor and/or the City Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

Process

The city may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any City employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

Oral Reprimand

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period of time. Serious

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infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor with prior approval from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

Suspension With or Without Pay

The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

Dismissal

The City Administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with City standards.

If the disciplinary action involves the removal of a qualified veteran, appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

Grievance Procedure

Any dispute between an employee and the City relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

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1. The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.
2. If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the City Administrator within seven (7) days after the supervisor's response is due. The City Administrator or his/her designee will respond to the employee in writing within seven (7) calendar days. The decision of the City Administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration.

Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit for each step may be extended by mutual agreement of the City and the employee without prejudice to either party.

The following actions, while not intended to be all inclusive or exhaustive, are not grievable:

1. While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
2. Pay increases or lack thereof; and
3. Merit pay awards.

ENDING EMPLOYMENT

Voluntary Resignations

Employees wishing to leave the City service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days prior to their resignation date. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three (3) consecutive workdays, without notice or contact, may be considered as resignation without proper notice.

Failure to provide adequate notice of voluntary resignation will result in forfeiture of available vacation and severance pay amounts and may prohibit any future employment with the city.

Layoff

In the event it becomes necessary to reduce personnel, temporary employees and those serving a probationary period in affected job classes will be terminated from employment with the city before other employees in those job classes. Within these groups, the selection of employees to be retained will be based on merit and ability as determined by the City Administrator in consultation with Department Heads/Supervisors and subject to approval of the City Council. When all other considerations are equal, the principle of seniority will apply in layoffs and recall from layoffs.

The City Administrator will make decisions about layoffs based on the City's needs and on the performance, knowledge, skills, and abilities of employees first, and seniority will be used as a secondary consideration. The City Administrator will submit a list of employees to be laid off to the City Council for final approval.

Severance Pay

Regular employees working full-time with a minimum of five (5) years of continuous service shall be entitled to severance pay in an amount equal to 1/3 of accumulated sick leave (or as stipulated in the union the employee is a part of). Payment of severance pay shall be made within thirty (30) days of termination of employment with the City, whether voluntary or involuntary. No severance pay, however, shall be made to any employee whose employment is terminated for misconduct or as a result of that employee committing a crime against the City.

Misconduct shall be defined as intentional conduct that demonstrates a disregard for (1) the employer's interest, (2) reasonable standards of behavior, or (3) employee duties and obligations to the City. Crime against the city shall be defined, per Minn. Stat. 609.02, as any unlawful activity, for which the employee is convicted, that (1) is directed against the City or (2) results in exposing the City to liability.

APPENDIX

DEFINITIONS

For purposes of these policies, the following definitions will apply:

Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges granted to qualified employees in addition to salary and wages, typically in the form of paid leave, pension/retirement funds, and/or insurance coverages.

Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of City-provided benefits. Such employees must be year-round employees who work at least 32 hours per week on a regular basis.

City Administrator

The City's chief administration officer who has general supervisory and administrative authority over all City Departments, Department Heads, and employees. The City Administrator is responsible for the implementation and administration of all general personnel rules, as approved by the City Council.

Collective Bargaining Unit or Union

A group of employees who have been determined, under the provisions of the Public Employment Labor Relations Act, to have a common interest in the collective bargaining process and whose common interest has been agreed to by the employee group and the City.

Compensatory Time

Time off from work for overtime hours worked by employee not exempt from the provisions of the Federal Fair Labor Standards Act. Compensatory Time (Comp Time) shall be computed at one- and one-half times the number of overtime hours worked.

Core Hours

The core hours that all employees (exempt and non-exempt) are expected to work are 7:30 am to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Fridays. Public Works core hours are 7:00 a.m. -4:30 Monday through Thursday and 7:00 a.m. -11:00 a.m. Police, fire, and employees do not have core hours and work the on duty and on call schedules established by their supervisor.

Demotion

The downward movement of an employee from one job class to another within the city, where the maximum salary for the new position is lower than that of the employee's former position.

Department Head

The administrative head of a city operational department who has the authority over departmental functions, including the supervision of employees within his/her department.

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Discipline

A corrective action taken/implemented as the result of employee misconduct.

Employee

An individual who is employed by the City of Dayton

Employer

The City of Dayton

Exempt Position

City positions which are not covered by the overtime provisions of the federal or state Fair Labor Standards Act (FLSA) and are, therefore, not eligible for overtime compensation. A salaried position.

Fiscal Year

The period from Jan. 1 to Dec. 31.

Full-Time Employee

Employees who are required to work forty (40) or more hours per week, year-round on an ongoing basis.

Grievance

A dispute or disagreement between an employee and the City, or a representative of the City, related to the interpretation, application, claim of breach, or violation of employment policy or terms.

Hours of Operation

The City's regular hours of operation are 7:30 am to 5:00 pm Monday through Thursday and 8:00 am to 12:00 pm on Fridays.

Immediate Family Member

Spouse, domestic partner, child(ren), foster child(ren), siblings, stepsiblings, parents, stepparents, grandparents, aunts, uncles, nephews, nieces, or grandchildren of an employee or an employee's spouse.

Non-Exempt Employee

Employees who are covered by the federal or state Fair Labor Standards Act (FLSA). Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek. An hourly position.

Part-Time Employee

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position. Part-time employees may be eligible for certain retirement and holiday pay benefits. A holiday benefit will be prorated if a holiday falls on scheduled working shift.

In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations.

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Pay and Classification Plan

A compensation plan containing position grade level classifications and pay ranges, based upon steps by which City positions are paid.

Pay Period

A fourteen (14) day period beginning at 12 a.m. (midnight) on Sunday through 11:59 p.m. on Saturday, fourteen (14) days later.

PERA (Public Employees Retirement Association)

Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The city and the employee each contribute to the employee's retirement account.

Performance Review

A systematic review of an employee's job performance and establishment of future performance goals and/or requirements.

Posting

Actual physical display of a document or notice on a departmental or City bulletin board for purposes of public communication.

Promotion

Movement of an employee upward from one job class to another within the city, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify

Movement, upward or downward, of a specific position from one grade classification to another grade classification because of a significant change in the position's impact, duties, and/or responsibilities.

Regular Employee

An employee who has completed the minimum twelve (12) months of initial employment, received a satisfactory initial performance review, and has officially been granted regular employee status. Satisfactory completion of the probationary employment period does not alter the employment-at-will relationship. Regular employees must continue to perform satisfactorily even after the probationary employment period is completed.

Seasonal/Temporary Employee

Employees who work up to 40 hours per week on a short-term and/or seasonal basis. These positions usually have approximate ending dates and only last for the duration of a specific season, project, or similar engagement. Seasonal/Temporary employees are not entitled to any City benefits, except those required by law.

Training/Probationary Period

A twelve-month period beginning at the start of employment with the city (or at the beginning of a promotion, reassignment, or transfer) that is designated as a period within which to learn the job, unless covered by a collective bargaining agreement stating a different time frame. The training period is an integral extension of the City's selection process and is used by supervisors for closely observing an employee's work. An employee serving his/her initial probationary period may be disciplined at the sole discretion of the City, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

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Nothing in this policy handbook shall be construed to imply that after completion of the probationary period, an employee has any vested interest or property right to continued City employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

Training begins on your first day of employment with an orientation process in which you will learn about City policies and procedures, take a tour of the City, and meet co-workers. Then you will begin to learn your job by training with your supervisor or a co-worker. In the first few months, you will meet with your supervisor frequently to discuss your progress and at six months, you will have a formal review.

Transfer

A horizontal change in employee status/job classification from one position to another of identical pay grade, not normally involving an increase or decrease in the maximum salary range.

Volunteer

A person who provides services to the City of Dayton, voluntarily, without expectation of compensation. Volunteers are not eligible for any City paid benefits.

Weapons

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

Workweek

A workweek is seven consecutive 24-hour periods. For most employees the workweek will run from Sunday through the following Saturday. With the approval of the City Administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, park and recreation department).

Information and Technology Use/Monitoring Policy

The City's Information Technology ("IT") includes but is not limited to, computer hardware and software, facsimiles, printers, e-mail, voice mail, access to and use of Internet services, and all other associated computer, communications, network facilities, pagers, telephones, copiers, equipment, and related services. All employees having access, either direct or remote, to the City's IT must abide by the following:

No Personal Right to Privacy

All IT and information received, sent or stored is the property of the City. Employees are specifically advised that they do not have a personal privacy right in any matter created, received or sent via the City's IT. In addition to intentional monitoring by the city discussed below, privacy of IT communications may be unintentionally compromised due to:

City of Dayton Personnel Policy Handbook

- accidental or intentional transmission to a third party; or
- access by technical staff when trouble-shooting hardware or software.

Monitoring

IT is subject to monitoring by the City at any time, with or without notice, to verify that the City's property is being used in a manner consistent with this policy. Acceptable reasons for monitoring may include, but are not limited to:

- monitoring employee performance or productivity;
- monitoring work quality;
- preventing an anticipated adverse impact on the City, its employees, clients, vendors or suppliers, such as sexual harassment; or
- investigating compliance with City policy
- preventing the unauthorized disclosure of confidential information, misuse of the City's resources, or a violation of policy or law.

An employee's use of e-mail, voice mail and other IT is considered consent to such monitoring. The City reserves the right to override personal passwords and/or codes for IT. Employees are expected to provide these upon request to facilitate access.

IT Business Use

IT is intended for City-related purposes. Employees are not permitted to use the City's IT for purposes unrelated to the city. Personal correspondence should be completed on an employee's own time and on the employee's personal IT equipment. The city may not be used as a personal mailing address. Employees are not permitted to install personally owned software, including screen savers or game software, on the City's computers.

Prohibited IT use includes, but is not limited to:

- Sending or forwarding jokes, chain letters, and other like communications. If unsolicited messages of this type are received, the receiver must direct the sender to cease sending further messages of this sort.
- Allowing anyone other than the City's employees to use the City's IT resources.
- Accessing or attempting to access the e-mail or voice mail systems of other City IT users, without the specific permission of that individual, except in the case of authorized personnel who are charged with maintaining and/or monitoring the usage of such systems, investigating possible misconduct, or fulfilling discovery under the rules of any local, state, or federal court.
- Sending confidential information to external parties not authorized to receive such information, or to City employees who have no authorized business reason for receiving such information. Confidential information shall not be stored on employee-owned computers.
- Copying or improperly using certain data and materials on the Internet that may be copyrighted or downloading and/or distributing such data or materials. Where copyright status is unclear, the employee should seek advice from management.
- Using the Internet for non-business-related purposes.
- Posting any statements on an Internet bulletin board, in a forum, or on any other publicly available Internet site that in any manner refers to the City or its services, or which might be interpreted as stating a city position or policy unless approved by management.
- Using e-mail or the Internet to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

City of Dayton Personnel Policy Handbook

- Copying City-owned or licensed software programs to another computer without prior approval. All users must adhere to the license agreement and copyright statement for each software package.
- Using the City's IT to attempt to enter (break into) or to actually enter other computing systems or electronic resources to which the employee does not have authorized access.
- Using the City's IT to damage, disrupt, or interfere with business operations or other computers or communications equipment.
- Using the City's IT to commit a crime, to stalk, abuse, harass, or threaten another individual.
- Using IT in a manner that is wasteful of any technology resource and/or intentionally distributing a computer virus or other deceptive procedure is prohibited.
- Using the City's IT to access, download or transmission of pornographic, obscene or sexually explicit or offensive materials is prohibited. This provision prohibits accessing or transmitting any language or graphic material that violates any City policy.

Security

The City's IT must be maintained in a safe and secure manner. This includes:

- Maintaining virus protection software installed on all hardware and devices.
- Assigning boot-up passwords on microcomputers in non-secure areas that contain or provide access to confidential/client information.
- Using locks to protect IT that is located in non-secure locations.
- Assigning or selecting unique passwords and data access rights for each user. (Sharing usernames and passwords with other individuals to allow access to City databases or other electronic products is not allowed.)
- Maintaining notebook and laptop computers in a secure manner.
- Performing virus scans on email attachments, external storage devices, and Internet files before opening or downloading. Making file back-ups as appropriate.

Enforcement

Employees are expected to immediately report any known or suspected violations of this policy or breaches in IT security to their supervisor or to City management. Any examples noted above are intended as a guide and are not all inclusive. Alleged violations of this policy may result in criminal and/or civil legal action as well as disciplinary action up to and including termination of employment.

RECRUITING & HIRING PRACTICES

Selection Process

The selection process will be a cooperative effort between the City Administrator or designee and the Department Head, subject to final hiring approval of the City Council. Any, all, or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each position hire, not necessarily individual candidates, subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

City of Dayton Personnel Policy Handbook

The City has the right to make the final hiring decision based on qualifications, abilities, experience and City of Dayton needs.

Recruitment Authorization

The Department Head shall request the City Administrator's approval whenever desiring to fill a vacant position. The proper grade/classification shall be identified, the proper method for filling the vacancy approved, and the existence of budgetary authorization documented. In all positions covered by a union contract, the provisions therein shall prevail, and the provisions of this policy shall only apply when consistent with the union contract.

Features of the Recruitment System

The City Administrator or designee will determine how a vacancy will be filled, based on the following options:

1. From an appropriate lay-off list, if such exists.
2. By promoting or transferring a current City employee who meets the minimum qualifications necessary to adequately perform the duties of the position. Unless the position is filled by a direct promotion or transfer, notice of the internal job opportunities will be posted at City Hall and on the city website. The notice will contain the same information as an open posting and employees may respond to the notice by submitting an application to the City Administrator or designee, or by other prescribed application procedures.
 - a. Internal recruitments will be open to any City employee who:
 - i. has successfully completed the initial training/probationary period; and
 - ii. meets the minimum qualifications for the vacant position; and
 - iii. currently is and for the past year has been in good standing with the city.
3. By a provisional appointment when there is no appropriate eligibility list and the immediate need for filling a position exists. The appointment must be authorized by the City Administrator and, when practical, a position filled by a provisional appointment shall be filled as soon as possible by utilizing an open application process.
4. By utilizing a public job announcement and standard recruiting measures to facilitate an open application process.

Open Application Procedures

The Department Head or other supervisor shall prepare a job announcement and position description for approval by the City Administrator. This job announcement shall specify the title, pay range, nature of work, required and preferred qualifications, instructions for submitting an application, and the last date that applications will be accepted. Upon approval, the job announcement shall be posted, minimally at City Hall and on the City website; however, other appropriate means of publicizing job openings may be utilized. The City may continue to solicit applications for open positions for a sufficient period of time to ensure reasonable opportunity for qualified persons to apply and be considered.

Application for employment will generally be made online or by application forms provided by the city. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

City of Dayton Personnel Policy Handbook

The deadline for application may be extended by the City Administrator. Unsolicited applications will not be kept on file.

Initial Applicant Evaluation

All full-time and part-time applicants will be reviewed, scored, and ranked based on initial qualifying criteria and an initial eligibility list will be developed. Appropriate Veteran's Preference identification and scoring criteria will be utilized and documented. The responsible Department Head will request a list of 3 to 10 eligible applicants, from this initial evaluation, for further consideration. For purposes of the Minnesota Data Practices Act, this list, unless otherwise classified, shall be deemed finalists.

Final Applicant Evaluation

All finalists shall be reviewed and evaluated by the responsible Department Head or other appropriate authority. Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or another appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises or samples for positions requiring writing as part of the job duties.
- "In-basket" exercise for an administrative support position (sets up real-life scenarios and items that would likely be given to the position for action and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the City Council for a planning position.
- Scenarios of situations police officers are likely to encounter on the job that test the candidate's decision-making skills (can be role played or multiple-choice questions).
- Physical agility tests or medical examinations to confirm the candidate's ability to safely perform the essential physical requirements of the position.

Any additional evaluation method(s) chosen shall evaluate only those criteria necessary to perform satisfactorily in the position and essential to the job functions.

The City Council or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, a candidate must meet the minimum qualifications.

If you have any questions about whether your qualifications might meet the established minimums, contact the City Administrator. In many cases the city will consider alternative experience if it is substantially equivalent to the qualification being required.

Pre-Employment Medical Exams

The City Administrator or designee may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

City of Dayton Personnel Policy Handbook

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the city with the cost of the exam paid by the city. (Psychological/psychiatric exams will be conducted by a licensed psychologist or psychiatrist). The physician will notify the City Administrator or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations, and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations. If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

Background Checks

All finalists for employment with the city will be subject to a criminal background and/or reference check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled.

Selection and Notification

The final selected candidate shall be notified of the hire/job offer decision in writing. The notification shall include the employment start date and time, salary/wage offered, and a complete listing of eligible benefits. Candidates that have not been selected for hire shall also be notified in writing.

City of Dayton Personnel Policy Handbook

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the City's Personnel Policy Handbook. I understand that the contents of this Handbook are for general information and guidance, and it does not constitute contract. I understand that it replaces and supersedes any previous policies, manual or communications, whether written or oral. I further understand that all contents of this Personnel Policy Handbook are subject to change in accordance with applicable laws, but employees will be advised of any City initiated changes to policies contained.

I understand that certain employees are covered by a collective bargaining agreement. Should there be a difference between the collective bargaining agreement and this handbook, the collective bargaining agreement will prevail.

I have entered into my employment relationship with the City of Dayton voluntarily and acknowledge that there is no specified length of employment. Employees have the right to terminate the employment relationship with the City at any time, with or without notice, for any reason. The City has the same right to terminate the employment relationship at any time, with or without notice, for any reason not prohibited by law. The organization retains sole discretion to add, delete, or change anything contained in this handbook expect employment-at-will.

I understand and agree that no employee or representative of the City of Dayton has the authority, at present or in the future, to promise me any benefit or make any agreement with me, oral or written, which in any way conflicts with this Personnel Policy Handbook or any of these statements, and that no person other than the City of Dayton has the authority to change any policy, benefit, rule or procedure as stated in this Handbook.

I understand it is my responsibility to read and understand the contents of this Personnel Policy Handbook including the Harassment & Respectful Workplace policy. If I do not understand any provision of the Handbook, I shall contact my immediate supervisor or the City Administrator for clarification.

Employee Signature _____

Print Name _____ Date _____

Note: Employees will be required to acknowledge receipt of the Personnel Policy Handbook by signing this acknowledgement.

-This copy is to remain in the Handbook-

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City of Dayton Personnel Policy Handbook

EMPLOYEE ACKNOWLEDGEMENT

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Employee Signature _____

Print Name _____ Date _____

Note: Employees will be required to acknowledge receipt of the Personnel Policy Handbook by signing this acknowledgement.

-This copy is to be removed and placed in the employee's personnel file-

ITEM:

Approval to outsource some HR functions

PREPARED BY:

Amy Benting, City Clerk

POLICY DECISION / ACTION TO BE CONSIDERED:

Dayton has never had a true HR position and with the growing staff this is a larger need.

BACKGROUND:

This came up during Zach's review and Council direction was to look for an outsourced option as they didn't feel this was a full-time position. Staff received a proposal from Abdo Enhance that gave three package options. Staff recommend starting with the Core compliance package and using some of the hours toward updating policies and procedures. While the middle or higher options are more appealing, they will be budgeted for in future years.

RECOMMENDATION:

Approval of HR proposal

ATTACHMENT(S):

HR proposal for services



PROPOSAL FOR SERVICES

City of Dayton

12260 S Diamond Lake Rd, Dayton, Minnesota 55327

Proposed by

Leah Davis, CPA

Partner | Abdo

leah.davis@abdosolutions.com | P 507.524.2347

May 29, 2025

Executive Summary

Zach Doud, City Administrator

City of Dayton

12260 S Diamond Lake Rd

Dayton, MN 55327

Dear Zach,

Thank you for the opportunity to meet with you, to learn more about the great work you're doing in your community, and to submit this proposal to the City of Dayton for partnering with your team on a variety of HR advisory and support services. Based on our experience working with public employers of your size and our expertise in the type of work outlined in the proposal, we're confident that the Abdo HR Advisory team is the right partner to help you evaluate, optimize, and support a high-functioning HR infrastructure that will serve you and your community well into the future.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes alongside them. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver creative solutions.

During our meeting, we heard you mention that the following factors were important to you as you look toward the future of HR/payroll in your organization:

- Providing guidance and support to your administrative support team on HR related tasks.
- Provide you and your leaders with HR Support related to managing performance and employee relations.
- Ensuring compliance in HR related areas.

The following proposal is intended to provide you with a variety of service and support options that you can review, discuss, and consider. Please consider these options as more of a "menu" of services rather than an "all or nothing" package. Our team anticipates that you'll have questions and want to further refine scope and pricing, depending on your specific needs and budget.

We look forward to discussing this proposal, any additional questions or priorities, and your goals with you as we continue our conversations. Please let us know when you'd like to meet again to talk more about how we can best partner with the City of Dayton.

Abdo



Leah Davis, CPA

Partner | Abdo



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we firmly believe we would be a great partner for the City. We have the resources, knowledge, people and services to light the path forward for your organization.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in [Appendix C](#).



LEAH DAVIS, CPA

Partner
leah.davis@abdosolutions.com
P 507.524.2347



BRENNA RAMY, PHR, SHRM-CP

Senior Manager
brenna.ramy@abdosolutions.com
P 952.449.6216



Human Resources Consulting

OUR HUMAN RESOURCES EXPERTS PROVIDE:



Customized HR Support

As-needed support to handle challenging and confusing HR issues, including workplace investigations. We can help translate the rules into real-world solutions.



HR Assessment Projects

Gain clarity of your entire organization through documentation of your current HR policies and procedures, identification of potential risk areas, and recommendations for long-term process and program improvements to help you move forward with confidence.



HR & Payroll Automation

Leverage technology and automation to keep your organization compliant while minimizing the paper shuffle so you can free up your time to focus on your people.



Employee Handbook Development and Manager/Employee Training

Provide your leaders and employees with clear and predictable policies that work in real life and are tailored to your unique organization.



Benefit Plan Value Analysis, Enrollment Support, and Employee Education

Ensure your employee benefit investment is built around what your employees value most and receives the recognition and appreciation it deserves.



Affordable Care Act (ACA) Compliance

Leverage the extensive knowledge of our HR professionals to ensure your organization is proactive and compliant in all areas of ACA planning, management, and reporting.



Performance Management Program Development and Training

Develop customized and intentional programs to motivate, measure, and reward the key behaviors that drive real organizational success.



Manager and Leadership Training

Design customized and comprehensive training curriculum for leaders and employees to support a culture of continuous development and learning. Training topics may include, but are not limited to, sexual harassment, disability accommodation, effective communication and feedback, goal-setting and performance management, change management, and constructive conflict.



Total Compensation Program and Marketability Analysis

Ensure confidence that your compensation program is competitive, motivating, and focused on retaining your highest performers.



Value

SERVICE & PRICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. Upon payment of your invoices, we will judge you have been satisfied, however, we welcome further conversation if, in any way, you feel your expectations are not being met.

Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of
- yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, is listed on the following pages.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.



	CORE COMPLIANCE PACKAGE	OPTIMUM PERFORMANCE PACKAGE	STRATEGIC PARTNERSHIP PACKAGE
On-call Access to Abdo HR experts	Included, up to 80 hours per year. Additional support billed hourly.	Included up to 100 hours per year. Additional support billed hourly	Included up to 120 hours per year. Additional support billed hourly
Annual Compliance Updates	Included	Included	Included
Comprehensive HR Assessment with Annual Review	HR Compliance assessment included	HR compliance and process/policy assessment included	HR strategy, leadership, process/policy, and compliance assessment included
Employee Handbook Development and/or Annual Review	Policy compliance review included	Policy compliance and performance review/update included	Full policy strategy, performance, and compliance review/update included
Monthly HR Notifications	Included	Included	Included
Leadership Strategy Meetings		Bi-annual meetings included	Quarterly meetings included
Annual Supervisor and Employee Harassment or Other Training	One annual training included	One annual training included	One annual training included
Proposed Monthly Subscription Fee	\$3,500	\$4,350	\$5,100

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 250 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

– Steve McDonald, CPA | Managing Partner





Appendix A

AGREEMENT FOR SERVICES



Agreement for Services

THIS AGREEMENT, is made and entered into on May 29, 2025, by and between the City of Dayton, Minnesota (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.



ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and shall remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 or 3.

Section 2 Client's Termination Rights: Client may terminate this Agreement for its convenience by providing written notice of termination to Contractor. Upon any termination by Client for convenience, Client shall be obligated to pay for all services provided by Contractor through the date of termination set forth in the written notice. In addition, Client may terminate this Agreement for Contractor's failure to perform its services in accordance with the terms of this Agreement (termination for "cause") by providing Contractor written notice of intent to terminate that sets forth in detail the reasons for cause to terminate, which written notice shall afford Contractor a reasonable period of time of not less than ten (10) business days to cure the stated grounds for termination to the reasonable satisfaction of Client. In the event of Client's termination of the Agreement for cause, Client shall be obligated to pay for all services provided by Contractor through the date of termination.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.



ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

Section 5 Data Accuracy and Prompt Delivery: Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.



ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 6 No Legal Advice: Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including regulatory compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

Section 7 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 8 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

Section 10 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this Agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 11 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 12 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.



ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 13 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

LIMITATION OF LIABILITY

Section 1 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

Section 2 Limitation of Liability: Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.





Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES



Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Dayton

12260 S Diamond Lake Rd
Dayton, Minnesota 55327



SIGNATURE
Zach Doud

Abdo, LLP

100 Warren Street, Suite 600
Mankato, Minnesota 56001

A handwritten signature in black ink that reads "Leah Davis".

Leah Davis, CPA

Partner | Abdo
May 29, 2025





Appendix C

PROFESSIONAL BIOS





Leah Davis

CPA

Partner, HR and Payroll Services

leah.davis@abdosolutions.com

Direct Line 507.524.2347

Leah joined the firm as Partner of the Firm's HR and Payroll Service segment. She spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Society for Human Resource Management (SHRM)

QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations





Brenna Ramy

PHR, SHRM-CP

Senior Manager

brenna.ramy@abdosolutions.com

Direct Line 952.449.9216

Brenna joined the Firm in 2019 and is a Senior Manager. She has experience in organization development and working with leaders to determine the most effective employment model to meet business needs and strategic direction. She has over 20 years of Human Resources experience in the industries of hospitality, retail, multifamily housing, and consulting. She has worked in a variety of organizations in size ranging from less than 20 to over 300,000 employees. Brenna believes in finding practical solutions to HR needs and determining where the best place to spend time is. Brenna brings energy to every meeting, training and event she participates in. She is most at home connecting with owners, leaders, employers, civil servants and volunteers in meaningful ways that help them achieve whatever success they're looking for. Brenna has created and presented dozens of webinars, podcasts and trainings over the last 20 years and loves connecting with groups in that way.

EDUCATION

- Bachelor of Business in Human Resources, University of Minnesota, Duluth

PROFESSIONAL MEMBERSHIPS

- Professional in Human Resources (PHR)
- Society for Human Resource Management Certified Professional (SHRM-CP)

QUALIFICATIONS

- Supports Senior Business Leaders in determining leadership needs in the organization and how they can be met.
- Developed dozens of specialized trainings for organizations and teams and presented for success
- Completes assessments and development tools to leverage team competencies in support of leadership and business objectives. Also works extensively on employee relations issues
- Partners with Senior Leaders and HR Peers in their professional development and gaining new skill sets
- Experience in leaves – specifically in FMLA and ADA and how they align in meeting state and federal guidelines
- Engaged in change management strategies for communicating to employees gaining buy-in
- Provide in-depth on-going analysis on current compensation programs, including salary structure, merit budget, additional pay programs, hiring rates and guidelines

