

**AGENDA**  
**CITY OF DAYTON, MINNESOTA**  
**12260 S. Diamond Lake Road, Dayton, MN 55327**  
**Tuesday, August 12, 2025**

**WORK SESSION BUDGET - 6:00 P.M.**

**REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.**

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

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

- A. Approval of Council Meeting Minutes of July 22, 2025
- B. Approval of Payment of Claims for August 12, 2025
- C. Approval of Pay Request 11 for the Wellhouse 5 Project
- D. Approval of Developers Agreement for DCM Farms
- E. Approval of Accepting Resignation form Firefighter Lucas Harrod
- F. Approval of Gambling Permit for District 10 Hockey September 05, 2025
- G. Approval of Large Assembly Bunce Backyard Musical
- H. Approval of Tobacco and Alcohol License for Kwik Trip 1187
- I. Approval of Pay Request 6 for the Dayton HMGP Generators Project
- J. Approval of Joint Power Agreement with ISD 11 Regarding Safe Routes to School
- K. Approval of Hiring 8 Fire Fighters
- L. Approval of Change Order 4 For Well Head Treatment Plant

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

6:55       **STAFF, CONSULTANT AND COUNCIL UPDATES**

**COUNCIL BUSINESS**

**Action Items**

- 7:10       **M.** Approval of Accepting Resignation of Fire Dept Lt. Travis Henderson
- 7:15       **N.** Approval to Exceed Noise Past 10 pm on September 27, 2025 for a Wedding  
            Located at 17501 Dayton River Road
- 7:20       **O.** Authorize Final Design for the 113th Ave Trunk Sewer Extension
- 8:00       **P.** Playground Equipment Supplier Selection

**New Business**

- 8:15       **Q.** Quarterly Report

8:30       **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.

**ITEM:** Firefighter Oath of Office

**PREPARED BY:** Fire Chief Gary Hendrickson

**POLICY DECISION / ACTION TO BE CONSIDERED:** Recognition and oath of office for two probationary firefighters.

**BACKGROUND:** Both individuals have successfully completed all hiring requirements and have begun serving with the department. The Oath of Office is a formal recognition of their commitment to serve the City of Dayton and its residents with integrity and professionalism.

**CRITICAL ISSUES:** N/A

**RECOMMENDATION:** Please congratulate and recognize the sacrifice Ralph Ashe and Justin Meyer have made to ensure all members of the community and those who travel through are safe.

**ATTACHMENT(S):** N/A

### **CALL TO ORDER**

Fisher called the regular meeting of the Dayton City Council to order at 6:30 PM on Tuesday, July 22, 2025.

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

**ABSENT:**

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

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

During discussion, Doud noted that item D needed to be removed from the consent agenda as the donation was written to the fire relief, not the city.

Van Asten asked if corrections to the minutes could remain in the consent agenda, which Benting confirmed was possible.

**MOTION:** *Motion made by Fashant, seconded by Henderson, to approve the agenda with the removal of item D from the consent agenda. Motion carried 5-0.*

### **CONSENT AGENDA**

- A. Approval of Council Meeting Minutes of July 08, 2025
- B. Approval of Payment of Claims for July 22, 2025
- C. Approval of Resolution 50-2025; Accepting Donation from the Salo Family
- D. ~~Approval of Resolution 51-2025; Accepting Donation from the Gaulke Family~~
- E. Approval of Letter of Credit Release for Sundance Greens 2nd and 3rd Addition
- F. Approval of Letter of Credit Reduction for Sundance Greens 11th Addition
- G. Approval to Go Out for RFP for Audit Services
- H. Approval of Pay Request 1 for Park Improvements 2024 Project
- I. Approval of Ordinance 2025-16; Amendment to Accessory Structure Height in the Agricultural Districts
- J. Approval of Ordinance 2025-15; Amendment to Outdoor Surfacing Requirements in the I-1, Light Industrial District

Van Asten requested corrections to the Council Meeting Minutes from the last meeting regarding the DCM farms final plat. Van Asten noted that the agreement was to pay \$2,000,000, not "up to \$2,000,000," and wanted "up to" struck from the record. Van Asten also wanted to add that the document would come back to the consent agenda when completed.

Fashant questioned item B in the payment of claims regarding expenses for automotive emergency technologies, asking if this was for lights and radios on new cars. Enga clarified these were for squad outfitters.

Henderson asked about recurring car wash charges appearing on the claims, wondering if the city could purchase a package deal. Staff explained they do have car wash packages with various businesses, which provide unlimited washes for a monthly fee. The vehicles are washed frequently, possibly twice a week.

Van Asten had questions about the RFP for audit services, noting there were references to 2022 when it should be 2025, and a statement that the mayor is elected for 4 years when it should be 2 years. Doud confirmed these would be corrected.

Van Asten also inquired about the amendment for accessory structure height in agricultural districts, expressing concern about language that might undermine the intent. Stensgard clarified that with a conditional use permit, structures could exceed the principal dwelling height up to 35 feet.

Regarding outdoor surfacing requirements, Van Asten asked if they wanted to specify what portion of outdoor storage areas could have crushed aggregate. Council agreed to leave this determination to individual project needs.

**MOTION:** *Motion made by Fashant, seconded by Van Asten, to approve the consent agenda with the removal of item D and noted corrections. Motion carried 5-0.*

## **OPEN FORUM**

Marcia Grover of 11320 Fernbrook Lane questioned the city's motto "Live the Difference," stating she sees no difference between houses being built in Dayton versus Maple Grove. Grover argued developers should be responsible for all infrastructure without city assistance or variances, and suggested the motto be changed to "Look, we're going to be just like Maple Grove."

Keith Grover of 11320 Fernbrook Lane raised concerns about development signage violations. Grover noted several oversized signs from developers across the city, including on Rush Creek Parkway and Glacier Lane. Grover suggested the city be more proactive in enforcing sign ordinances and implementing progressive penalties for repeat violators. Grover also expressed safety concerns about the center medians along Rush Creek Parkway, where vegetation height blocks visibility at intersections.

## **STAFF, CONSULTANT AND COUNCIL UPDATES**

Doud reported that the South Diamond Lake Road project would start tomorrow with concrete work near the elementary school for the Safe Routes to School improvements. The Mill and Overlay project would start 2-3 weeks after that.

Farrell provided updates on several projects.

Hendrickson announced a training with the Minnesota Air Rescue Team on August 7th, which will involve a State Patrol helicopter conducting landings and takeoffs near Elsie Stephens along the riverbanks.

Enga thanked everyone who made it out for training.

Quisberg informed the council of an open house for the River Road corridor study tomorrow from 5-7 PM at Mississippi Crossings in Champlin.

Van Asten inquired about the status of progressive fines for repeat sign violations and asked for an update on the A-3 zoning amendment. Doud responded that staff would



bring the sign ordinance amendment back to council soon and noted they had not received a response from the Met Council regarding the A-3 memo.

Fisher expressed concern about oversized signs, particularly at Riverwalk in River Hills, and supported the idea of progressive fines. Stensgard suggested requiring developers to fill out temporary sign permits to better track and enforce compliance.

Fashant thanked Enga and the officers for the training last week. It was a glimpse into what is expected of the officers.

## **COUNCIL BUSINESS**

### **New Business**

#### **K. Curbside Waste- Concept Plan Review for 18100 118th Ave**

Sevald explained that Curbside Waste received a conditional use permit in 2022 for a yard waste transfer station, which began operating in April 2025. They now want to apply for an Environmental Assessment Worksheet (EAW) to allow other types of waste including municipal solid waste, organics, construction debris, and recycling. The facility itself would not expand physically.

Matt Herman, Chief Operating Officer of Curbside Waste, provided additional information about their operation. Herman explained that a transfer station is where garbage trucks dump their loads inside the building, which are then loaded into larger trucks for transport to final destinations. Herman noted the EAW process would take 12-14 months, followed by potential ordinance amendments and conditional use permits.

Hendrickson revealed the facility lacks a required sprinkler system, which was missed during building inspections. Herman acknowledged they anticipated needing to add fire suppression.

Sevald stated Planning Commission feedback included support for adding construction and demolition debris but not municipal solid waste or organics. The Commission also recommended installing doors and expressed concern about increased traffic.

Beth Jacques of 11950 West French Lake Road expressed concerns about air quality, odors, pests, seagulls, and runoff as the facility increases volume.

Fred Heim of 11731 West French Lake Road worried about increased traffic, water runoff from a potential sprinkler system affecting nearby French Lake, and hydraulic oil leaking from trucks.

Marcia Grover of 11320 Fernbrook Lane raised concerns about odors from organics handling and lack of fire suppression.

Keith Grover of 11320 Fernbrook Lane questioned how the CUP was approved without proper enforcement mechanisms and expressed concerns about industrial waste coming to a facility near residential homes. Grover questioned the inspection process.

During discussion, concerns were raised about the current operation not following existing CUP conditions, particularly regarding overnight storage of waste. Herman explained that the nature of waste collection requires material to stay overnight, as collection routes run all day but disposal facilities close in the afternoon.

Council members provided feedback, with most expressing some reservations about municipal solid waste and organics handling, but more open to construction debris and recycling. Henderson emphasized wanting the facility to be up to code before

considering expansion, while Van Asten expressed opposition to any expansion given the location near residential areas and parkland.

Kathy Rosen of 11731 West French Lake Road expressed concern for the recourse of the smell, possible contaminated wells, additional traffic, and French Lake quality of water. Doud explained the CUP conditions, possible fines, and further testing on wells if needed. Quisberg explained the monitoring of the discharge into French Lake.

Keith Grover of 11320 Fernbrook Lane returned to discuss the traffic on West French Lake Road and suggested to add a traffic route to the CUP.

Darrin Peterson, a business owner on the 113<sup>th</sup> Avenue cul-de-sac, mentioned he has a CUP and he had to conform for fire suppression needs. Peterson wanted to show his appreciation for working with the City.

This being a concept plan review, no formal action was taken.

### **Action Items**

#### **L. Resolution 48-2025; Appoint EDA commissioners**

Sevald explained there were two vacancies on the Economic Development Authority (EDA) - one for a term expiring at the end of 2025 and another for a five-year term. Four applicants initially applied for the two openings.

After discussion, the Council decided to reappoint Jack Bernens to the five-year term and appoint John Weber to the shorter term that expires at the end of 2025.

**MOTION:** *Motion made by Fisher, seconded by Fashant, to appoint Jack Bernens to the five-year EDA term and John Weber to the term expiring at the end of 2025. Motion carried 5-0.*

#### **M. Resolution 52-2025; Approval of Site Plan Review for Spanier Proposed Expansion at 17400 113th Ave North**

Stensgard presented a site plan review for a 780-square-foot office space expansion at 17400 113th Avenue North in the Dayton Industrial Park. The property is zoned I-1 light industrial and is used as a contractor's operation by two landscape companies. The application included plans for a delineated parking lot and improvements to the exterior of the existing building with a masonry skirt.

Stensgard noted the City has been in discussions with the property owner about acquiring part of the eastern portion of the property for a future public roadway connection to the Dayton Parkway roundabout.

Stensgard stated Planning Commission unanimously recommended approval of the site plan. Van Asten complimented the plans to add masonry to the existing building and questioned whether adding one more parking space might make the property more usable for future owners. Stensgard confirmed there was sufficient space on the site to add more parking if needed in the future.

**MOTION:** *Motion made by Salonek, seconded by Van Asten, to approve Resolution 52-2025 for the site plan review for Spanier's proposed expansion at 17400 113th Avenue North. Motion carried 5-0.*

**N. Approval of Plans and Authorize Bidding for the 125th Ave and East French Lake Road Mill & Overlay Project**

Fashant asked where the money is coming from. Doud explained that this project would use pavement management funds rather than state aid dollars. Doud noted that no pavement management dollars were required for the South Diamond Lake Road project due to the Safe Routes to School grant and municipal state aid funding, along with contributions from Kwik Trip and Cemstone for the traffic light.

Quisberg added that the project could possibly be done as an invitational quote or combined with a larger project in the future. Quisberg noted that while there is some settlement in the roads, they are passable and not in poor condition.

**MOTION:** *Motion made by Salonek, seconded by Fashant, to approve the plans and authorize bidding for the 125th Avenue and East French Lake Road Mill & Overlay Project. Motion carried 5-0.*

**O. Ordinance 2025-17; Approval of Amending Zoning Code Related to Exterior Lighting**

Stensgard presented an ordinance amendment for exterior lighting regulations in all districts. The ordinance would focus on limiting light trespass onto adjacent properties and requiring all lights to be downcast. Exceptions would include holiday lighting and the American flag, though these would still need to comply with trespass limitations.

Stensgard explained the ordinance would limit light at residential property lines to 0.5 foot-candles, while commercial/industrial properties would be limited to 1 foot-candle at the property line, or 0.1 foot-candles when adjacent to residential property.

Van Asten raised questions about potentially defining holiday lighting more specifically to prevent year-round use of "holiday" lights and asked about including limits on blue light which is especially harmful to wildlife. Stensgard noted these had been discussed but left out of the ordinance for simplicity and enforceability.

Council members debated whether to exempt low-level landscape lighting from the requirements. Fashant suggested leaving landscape lighting out of the ordinance entirely as it would be difficult to enforce and likely wouldn't exceed the foot-candle thresholds at property lines. Van Asten also does not want to pollute the sky and destroy the planet. Fisher reminded how difficult this will be to enforce.

**MOTION:** *Motion made by Fashant, seconded by Salonek, to approve Ordinance 2025-17 amending the zoning code related to exterior lighting, with the inclusion of the American flag exception and exempting low-level landscape lighting from the regulations. Motion carried 4-0 with Councilmember Van Asten abstaining for being cranky.*

**P. Approve Resolution 49-2025; Active Transportation Program Grant Agreement Grant Terms and Conditions & Approve State of Minnesota Safe Routes to School Program Grant Agreement**

Quisberg noted that the grant agreement had been modified slightly by MnDOT since the packet was prepared, with the completion date extended by three years and the dollar amount increased to include a shipping fee for equipment that had been omitted from the original agreement.

**MOTION:** *Motion made by Salonek, seconded by Van Asten, to approve Resolution 49-2025 for the Active Transportation Program Grant Agreement terms and conditions and approve the State of Minnesota Safe Routes to School Program Grant Agreement. Motion carried 5-0.*

**Q. Approval of Engineering Proposal to Develop a Historic Village Sewer & Water Utility Plan**

Quisberg explained the proposal would develop a utility master plan for the Historic Village area in the northwest part of the city. This area currently has limited water capacity (primarily due to lack of storage for fire suppression) and limited sewer capacity (due to lift station constraints).

Quisberg noted that in 2020, a general investigation found the area could support approximately 100 more homes on sanitary sewer, while the water system was already at maximum capacity for fire suppression. The proposed study would identify specific improvements needed to support future development or redevelopment.

Some council members questioned whether the study was necessary, but Doud reminded the council that this was an action item in their recently approved strategic plan. Fashant noted that having a thorough plan would be valuable for potential developers and for identifying infrastructure needs that could be addressed during future road projects.

**MOTION:** *Motion made by Fashant, seconded by Van Asten, to approve the engineering proposal to develop a Historic Village Sewer & Water Utility Plan. Motion carried 5-0.*

**CLOSED SESSION**

Fisher read the statement for entering into closed session: Pursuant to MN Statute 13D.05, Subd 3(c)(3), a closed session shall be conducted to develop or consider offers or counteroffers for the purchase or sale of real or personal property located at: 15520 Lawndale La N, Dayton, MN 55327, PID: 05-120-22-22-0003.

**Action Items**

**S. Approval of Conveyance and Removal of House at 15520 Lawndale Lane N**

Upon returning to open session, the council stated that the activity would be handed over to the EDA.

**ADJOURNMENT**

With no objections, Fisher adjourned the meeting at 10:08 pm.

Approved: \_\_\_\_\_

Attest: Amy Benting

**Payments to be approved at City Council Meeting Aug 12, 2025**

	<u>Totals</u>
<b>Claims Roster 08-12-2025</b>	<b>\$ 1,238,242.38</b>
<b>Prepaid 07-31-2025 EB</b>	<b>\$ 81,132.36</b>
<b>Prepaid 08-08-2025 EB</b>	<b>\$ 1,684.33</b>

<b>Total Payments:</b>	<b>\$ 1,321,059.07</b>
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<b>Payroll 07-31-2025 Bi-Weekly 16</b>	<b>\$ 117,647.19</b>
<b>Payroll 08-08-2025 FD 07.2025</b>	<b>\$ 8,467.08</b>

Check # sequence to be approved by City Council from meeting date of 08/12/2025:

**Checks # 079313-079387**

08/06/2025 INVOICE REGISTER REPORT FOR CITY OF DAYTON MN  
EXP CHECK RUN DATES 08/12/2025 - 08/12/2025  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnized Post Date
	A TOUCH OF MAGIC	08/05/2025	08/12/2025	431.00	431.00	Open	N
	EVENT 10.03.2025 FACE PAINTER GRANDPAREN` CHOYT						08/05/2025
101-41910-50210	EVENT 10.03.2025 FACE PAINTER			431.00			
	AMERICAN ENGINEERING TESTING	07/22/2025	08/12/2025	1,245.60	1,245.60	Open	N
P-0042683 DAYTON FILTRATION PLANT 2025	CHOYT						07/22/2025
601-00000-16500	P-0042683 DAYTON FILTRATION PLANT 2025			1,245.60			
	AV DESIGN	08/05/2025	08/12/2025	1,440.00	1,440.00	Open	N
	PROFESSIONAL SRVS; REPAIRS TRICASTER/CLICI CHOYT						07/27/2025
401-41900-50580	OTHER EQUIPMENT-AV EQUIPMENT AC			320.00			
101-41820-50300	PROFESSIONAL SRVS; REPAIRS TRICASTER/			1,120.00			
	BEAUDRY	07/18/2025	08/12/2025	0.00	0.00	Void	Y
	GENERATOR PROJECT PROPANE LINE CITY HALL CHOYT						07/08/2025
410-42260-50530	GENERATOR PROJECT PROPANE LINE CITY HALL			5,067.01			
	BEAUDRY	07/24/2025	08/12/2025	670.04	670.04	Open	N
	PW; UNLEADED 87 -266.10 CHOYT						07/17/2025
101-43100-50212	PW; UNLEADED 87 -266.10			670.04			
	BEAUDRY	07/24/2025	08/12/2025	88.41	88.41	Open	N
	PW; ULS #2 DYED DIESEL -28.20 CHOYT						07/21/2025
101-43100-50212	PW; ULS #2 DYED DIESEL -28.20			88.41			
	BEAUDRY	07/24/2025	08/12/2025	1,303.91	1,303.91	Open	N
	PW; UNLEADED 87 -516.40 CHOYT						07/21/2025
101-43100-50212	PW; UNLEADED 87 -516.40			1,303.91			

BEAUDRY	07/24/2025	08/12/2025	177.29	177.29	Open	N
PW; ULTRAPURE DEF -46.50	CHOYT					07/17/2025
101-43100-50212	PW; ULTRAPURE DEF -46.50		177.29			
BEAUDRY	07/30/2025	08/12/2025	1,410.21	1,410.21	Open	N
PW; ULS #2 DYED DIESEL-455.20	CHOYT					07/28/2025
101-43100-50212	PW; ULS #2 DYED DIESEL-455.20		1,410.21			
BEAUDRY	07/30/2025	08/12/2025	1,947.53	1,947.53	Open	N
PW; UNLEADED 87 -783.40	CHOYT					07/28/2025
101-43100-50212	PW; UNLEADED 87 -783.40		1,947.53			
BERITEC LTD	08/05/2025	08/12/2025	297.22	297.22	Open	N
TRICASTER ISSUES	CHOYT					07/11/2025
101-41820-50300	TRICASTER ISSUES		297.22			
BERITEC LTD	08/05/2025	08/12/2025	363.72	363.72	Open	N
OTHER EQUIPMENT;ADD HDMI WALL PLATE AV E	CHOYT					05/20/2025
401-41900-50580	OTHER EQUIPMENT;ADD HDMI WALL PLATE AV		363.72			
BLACK & VEATCH	08/06/2025	08/12/2025	11,518.38	11,518.38	Open	N
WELL 4 & 5 FILTERATION DET DES; JUN 2025	CHOYT					07/23/2025
601-00000-16500	WELL 4 & 5 FILTERATION DET DES; JUN		11,518.38			
BOE ELECTRICAL CONTRACTORS INC	07/24/2025	08/12/2025	2,704.85	2,704.85	Open	N
PW; IONES GARDENS-SET PANEL PEDESTAL	CHOYT					07/23/2025
601-49400-50300	PW; IONES GARDENS-SET PANEL PEDESTAL		2,704.85			
BS&A SOFTWARE INC	07/23/2025	08/12/2025	9,540.00	9,540.00	Open	N
BS&A FINANCE SOFTWARE; AUG 2025-AUG 2026	CHOYT					07/17/2025
101-41820-50205	BS&A FINANCE SOFTWARE; AUG 2025-AUG 2026		6,969.00			
601-49400-50309	UB; SOFTWARE SVC-BS&A UB 8.1,2025-8.1.26		1,836.00			
602-49400-50309	UB; SOFTWARE SVC-BS&A UB 8.1.2025-8.1.26		735.00			
C. VISION PRODUCTION	08/05/2025	08/12/2025	2,925.00	2,925.00	Open	N
VIDEO TECH; JUL 2025	CHOYT					07/30/2025
226-41900-50430	VIDEO TECH; JUL 2025		2,925.00			

C. VISION PRODUCTION	08/05/2025	08/12/2025	700.00	700.00	Open	N
VIDEO TECH; DRONE SUMMER 2025 PHOTOS	CHOYT					07/30/2025
226-41900-50430 VIDEO TECH; DRONE SUMMER 2025 PHOTOS			700.00			
CARE RESOURCES CONNECTION	08/05/2025	08/12/2025	5,250.00	5,250.00	Open	N
FD; PROFESSIONAL SRVS	CHOYT					06/04/2025
101-42260-50300 Professional Srvs			5,250.00			
CARSON, CLELLAND & SCHREDER	08/05/2025	08/12/2025	2,000.00	2,000.00	Open	N
CRIMINAL PROSECUTION; JUL 2025	CHOYT					07/30/2025
101-41640-50305 CRIMINAL PROSECUTION; JUL 2025			2,000.00			
CENTERPOINT ENERGY	08/05/2025	08/12/2025	236.24	0.00	Paid	Y
8000014132-7 GAS SVCS; JUN 2025	CHOYT					06/30/2025
101-43100-50383 PW; 5888628-4 JUN 2025			53.34			
101-41810-50383 CH; 5895786-1 JUN 2025			82.52			
101-41910-50383 AC; 5895789-5 JUN 2025			58.98			
101-43100-50383 BROCKTON; 5914909-6			41.40			
CENTRAL HYDRAULICS, INC	07/21/2025	08/12/2025	(181.65)	(181.65)	Open	N
PW; REPAIR/MAINT - COUPLER	CHOYT					07/18/2025
101-43100-50220 PW; REPAIR/MAINT - COUPLER			(181.65)			
CENTRAL HYDRAULICS, INC	08/06/2025	08/12/2025	299.68	299.68	Open	N
PW; REPAIR/MAINT	CHOYT					07/31/2025
101-43100-50220 PW; REPAIR/MAINT			299.68			
CENTRAL HYDRAULICS, INC	08/06/2025	08/12/2025	(181.65)	(181.65)	Open	N
PW; REPAIR/MAINT- RETURNED ITEM	CHOYT					07/31/2025
101-43100-50220 PW; REPAIR/MAINT- RETURNED ITEM			(181.65)			
CENTURYLINK	07/22/2025	08/12/2025	215.21	0.00	Paid	Y
PW; WELLHOUSE 2/ WATER SYSTEM SCADA JUL/	CHOYT					07/22/2025
601-49400-50321 PW; 763 323-0023 WATER SYSTEM SCADA			107.61			
602-49400-50321 PW; 763 323-0975 WELLHOUSE 2 LANDLINE			107.60			
CENTURYLINK	07/28/2025	08/12/2025	47.39	0.00	Paid	Y
PW; 763 428-7345 JUL-AUG 2025	CHOYT					07/28/2025



101-43100-50321	PW; 763 428-7345 JUL-AUG 2025			47.39				
CINTAS		07/18/2025	08/12/2025	124.44	124.44	Open	N	
PW; UNIFORMS		CHOYT						07/17/2025
101-43100-50217	PW; UNIFORMS			124.44				
CINTAS		07/24/2025	08/12/2025	13.03	13.03	Open	N	
PW; FIRST AID CABINET RESTOCK		CHOYT						07/23/2025
101-43100-50210	PW; FIRST AID CABINET RESTOCK			13.03				
CINTAS		07/25/2025	08/12/2025	124.44	124.44	Open	N	
PW; UNIFORMS		CHOYT						07/24/2025
101-43100-50217	PW; UNIFORMS			124.44				
CINTAS		08/05/2025	08/12/2025	124.44	124.44	Open	N	
PW; UNIFORMS		CHOYT						07/31/2025
101-43100-50217	PW; UNIFORMS			124.44				
CINTAS		08/05/2025	08/12/2025	198.36	198.36	Open	N	
PW; EYEWASH SERVICE AGREEMENT		CHOYT						07/31/2025
101-43100-50580	PW; EYEWASH SERVICE AGREEMENT			198.36				
CITY OF MAPLE GROVE		07/30/2025	08/12/2025	500.00	500.00	Open	N	
PD; NORTH METRO RANGE		CHOYT						07/23/2025
101-42120-50208	PD; NORTH METRO RANGE			500.00				
CITY OF MAPLE GROVE		08/06/2025	08/12/2025	79,344.00	79,344.00	Open	N	
WAC FEES; 2ND QTR 2025		CHOYT						06/30/2025
601-00000-20805	WAC FEES; 2ND QTR 2025			79,344.00				
CMT JANITORIAL SERVICES		07/21/2025	08/12/2025	1,602.00	0.00	Paid	Y	
CONTRACT SERVICES-OFC CLEANING		CHOYT						07/21/2025
101-41910-50308	CONTRACT SERVICES-OFC CLEANING			602.00				
101-41810-50308	CONTRACT SERVICES-OFC CLEANING			1,000.00				
COLLINS BROTHERS TOWING OF ST.CLOUD		07/29/2025	08/12/2025	212.75	212.75	Open	N	
PD; TOW FB-207 SQUAD 2023 DODGE DURANGC		CHOYT						07/29/2025
101-42120-50220	PD; TOW FB-207 SQUAD			212.75				

COMFORT MATTERS		07/28/2025	08/12/2025	109.00	109.00	Open	N
PW; RESPONSE & DIAGNOSTIC		CHOYT					07/25/2025
101-43100-50520	PW; RESPONSE & DIAGNOSTIC			109.00			
CONNEXUS ENERGY		07/22/2025	08/12/2025	6,253.40	0.00	Paid	Y
ELECTRIC SERVICES; JUN-JUL 2025		CHOYT					07/22/2025
101-43100-50230	172514- ST LIGHTS;			40.00			
101-43100-50230	172516- ST LIGHTS;			2,388.26			
101-43100-50230	172802- ST LIGHTS;			64.16			
101-43100-50230	172803- ST LIGHTS;			251.05			
101-42130-50381	173098- SIREN;			21.40			
602-49400-50381	178838- 141ST OUTBUILDING;			35.16			
601-49400-50381	299049- WELL#2;			2,794.78			
602-49400-50381	299195- ROSEWOOD LIFT;			57.37			
601-49400-50381	299380- WATER TOWER;			157.10			
602-49400-50381	303882- PINEVIEW LIFT;			45.16			
602-49400-50381	307062- HACKBERRY LIFT;			105.34			
101-42130-50381	309045- E FRENCH SIREN;			17.40			
101-43100-50230	317271- ST LIGHTS;			71.27			
101-43100-50230	325071- 13699 PINEVIEW LANE;			27.50			
101-43100-50230	324905- 14503 KINGVIEW LN;			177.45			
COORDINATED BUSINESS SYSTEMS		07/18/2025	08/12/2025	4,510.53	4,510.53	Open	N
GLOBAL SEARCH SUBSCRIPTION		CHOYT					07/09/2025
101-41820-50205	GLOBAL SEARCH SUBSCRIPTION			4,510.53			
COORDINATED BUSINESS SYSTEMS		07/28/2025	08/12/2025	133.91	0.00	Paid	Y
ENGINEER PRINTER-KYOCERA COPIER JUN-JUL 2 CHOYT							07/28/2025
101-41810-50308	ENGINEER PRINTER-KYOCERA COPIER JUN-JUL			133.91			
CORE & MAIN		07/28/2025	08/12/2025	996.50	996.50	Open	N
PW; REPAIR/MAINT		CHOYT					07/25/2025
601-49400-50220	PW; REPAIR/MAINT			996.50			
CORE & MAIN		08/06/2025	08/12/2025	45.35	45.35	Open	N
PW; SUPPLIES		CHOYT					08/06/2025
601-49400-50200	PW; SUPPLIES			45.35			

CRYSTAL WELDING INC	07/30/2025	08/12/2025	29.99	29.99	Open	N
PW; REPAIR/MAINT. HITCH ADAPTER	CHOYT					07/14/2025
101-43100-50220 PW; REPAIR/MAINT. HITCH ADAPTER			29.99			
DAYTON HOUSING GROUP LLC	08/05/2025	08/12/2025	7,681.61	7,681.61	Open	N
TIF 16 PAYMENT;1ST HALF 2025	CHOYT					08/05/2025
435-41900-50605 TIF 16 PAYMENT;1ST HALF 2025			7,681.61			
DEBBIE MOORE	07/21/2025	08/12/2025	1,011.93	0.00	Paid	Y
UB refund for account: 4881	CHOYT					07/21/2025
601-49400-37100 WATER USAGE			1,011.93			
EARL F ANDERSON INC	08/05/2025	08/12/2025	97.95	97.95	Open	N
PW; STREET SIGNS	CHOYT					07/31/2025
101-43100-50224 PW; STREET SIGNS			97.95			
EARL F ANDERSON INC	08/05/2025	08/12/2025	401.95	401.95	Open	N
PW; STREET SIGNS	CHOYT					07/31/2025
101-43100-50224 PW; STREET SIGNS			401.95			
EBERT CONSTRUCTION	08/06/2025	08/12/2025	74,825.86	74,825.86	Open	N
DAYTON WELLHOUSE #5-PAY 11	CHOYT					08/06/2025
601-00000-16500 DAYTON WELLHOUSE #5-PAY 11			36,206.92			
601-00000-20600 RETAINAGE PAYABLE			38,618.94			
ECM PUBLISHERS, INC	07/28/2025	08/12/2025	80.37	80.37	Open	N
LEGAL NOTICES/FILING FEE PROJ 6218	CHOYT					07/24/2025
411-43100-50351-6218 LEGAL NOTICES/FILING FEE PROJ 6218			80.37			
ECM PUBLISHERS, INC	07/28/2025	08/12/2025	89.00	89.00	Open	N
LEGAL NOTICES/FILING FEE PROJ 6219	CHOYT					07/24/2025
411-43100-50351-6219 LEGAL NOTICES/FILING FEE PROJ 6219			89.00			
EHLERS & ASSOCIATES, INC	07/22/2025	08/12/2025	1,975.00	1,975.00	Open	N
TIF PAYMENTS-2024 REPORTS	CHOYT					06/30/2025
438-41900-50300 TIF			325.00			
477-41710-50300 TIF			330.00			

436-41900-50300	TIF			330.00				
435-41900-50300	TIF			330.00				
379-47000-50300	TIF			330.00				
430-41900-50300	TIF			330.00				
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EHLERS & ASSOCIATES, INC		07/22/2025	08/12/2025	4,125.00	4,125.00	Open	N	
PROFESSIONAL SRVS; JUN 2025		CHOYT					06/30/2025	
101-41500-50300	PROFESSIONAL SRVS; JUN 2025			4,125.00				
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EHLERS & ASSOCIATES, INC		07/22/2025	08/12/2025	3,400.00	3,400.00	Open	N	
PROFESSIONAL SRVS; PROJ 6128		CHOYT					06/30/2025	
411-43100-50300-6128	PROFESSIONAL SRVS; PROJ 6128			3,400.00				
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EMERGENCY APPARATUS		07/29/2025	08/12/2025	569.37	0.00	Paid	Y	
FD; REPAIR/ENGINE 21		CHOYT					06/20/2025	
101-42260-50220	FD; REPAIR/ENGINE 21			569.37				
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EMERGENCY APPARATUS		07/29/2025	08/12/2025	351.92	0.00	Paid	Y	
FD; REPAIR/ENGINE 21		CHOYT					06/20/2025	
101-42260-50220	FD; REPAIR/ENGINE 21			351.92				
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EMERGENCY APPARATUS		07/29/2025	08/12/2025	1,087.34	0.00	Paid	Y	
FD; REPAIR/ENGINE 21		CHOYT					06/20/2025	
101-42260-50220	FD; REPAIR/ENGINE 21			1,087.34				
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EMERGENCY APPARATUS		07/29/2025	08/12/2025	3,216.54	0.00	Paid	Y	
FD; REPAIR/ENGINE 21		CHOYT					06/20/2025	
101-42260-50220	FD; REPAIR/ENGINE 21			3,216.54				
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EMERGENCY APPARATUS		07/29/2025	08/12/2025	8,404.03	0.00	Paid	Y	
FD; REPAIR/ENGINE 21		CHOYT					06/20/2025	
101-42260-50220	FD; REPAIR/ENGINE 21			8,404.03				
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FEHN COMPANIES		07/18/2025	08/12/2025	1,256.53	1,256.53	Open	N	
PW; CLASS 5 MODIFIED		CHOYT					07/18/2025	
101-43100-50224	PW; CLASS 5 MODIFIED			1,256.53				
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FIRST RESPONSE ACTORS		07/30/2025	08/12/2025	775.00	775.00	Open	N	

PD; FIRST RESPONSE ACTORS 7.45 HRS	CHOYT						07/16/2025
101-42120-50208	PD; FIRST RESPONSE ACTORS 7.45 HRS			775.00			
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FORCE AMERICA DISTRIBUTING LLC	07/18/2025	08/12/2025		340.00	340.00	Open	N
PW; 5MB FLAT DATA PLAN- JUN 2025	CHOYT						07/17/2025
101-43100-50210	PW; 5MB FLAT DATA PLAN- JUN 2025			340.00			
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FULLY PROMOTED/EMBROIDME	08/05/2025	08/12/2025		12.00	12.00	Open	N
CH; UNIFORM; BENTING	CHOYT						06/10/2025
101-41500-50200	CH; UNIFORM-BBENTING			12.00			
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GOPHER STATE ONE-CALL	08/05/2025	08/12/2025		603.45	603.45	Open	N
447 BILLABLE TICKETS; JUL 2025	CHOYT						07/31/2025
601-49400-50220	223.5 BILLABLE TICKETS; JUL 2025			301.72			
602-49400-50220	223.5 BILLABLE TICKETS; JUL 2025			301.73			
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GRACO MINNESOTA INC	08/05/2025	08/12/2025		542,995.19	542,995.19	Open	N
TIF 17 PAYMENT-2025	CHOYT						08/05/2025
436-41900-50605	TIF 17 PAYMENT-2025			542,995.19			
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GUIDANCEPOINT TECHNOLOGIES	07/21/2025	08/12/2025		524.98	524.98	Open	N
IT; CONTRACT SERVICES COMPUTER HARDWARE	CHOYT						07/21/2025
101-41810-50308	IT; CONTRACT SERVICES COMPUTER HARDWARE			524.98			
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GUIDANCEPOINT TECHNOLOGIES	07/21/2025	08/12/2025		185.00	185.00	Open	N
IT; PROFESSIONAL SRVS	CHOYT						07/21/2025
101-41820-50300	IT; PROFESSIONAL SRVS			185.00			
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GUIDANCEPOINT TECHNOLOGIES	08/05/2025	08/12/2025		220.00	220.00	Open	N
IT; CONTRACT SERVICES REPLACE FAILED SERVE	CHOYT						08/05/2025
101-41810-50308	IT; CONTRACT SERVICES			220.00			
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GUIDANCEPOINT TECHNOLOGIES	08/05/2025	08/12/2025		305.00	305.00	Open	N
IT; PROFESSIONAL SRVS	CHOYT						07/27/2025
101-41820-50300	IT; PROFESSIONAL SRVS			305.00			
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HACH COMPANY INC	07/21/2025	08/12/2025		406.80	406.80	Open	N
PW; CHEMICALS	CHOYT						07/18/2025

601-49400-50210	PW; CHEMICALS			406.80			
HACH COMPANY INC		07/23/2025	08/12/2025	79.09	79.09	Open	N
PW; CHEMICALS		CHOYT					07/22/2025
601-49400-50210	PW; CHEMICALS			79.09			
HACH COMPANY INC		07/24/2025	08/12/2025	79.70	79.70	Open	N
PW; CHEMICALS		CHOYT					07/23/2025
601-49400-50210	PW; CHEMICALS			79.70			
HACH COMPANY INC		07/30/2025	08/12/2025	107.30	107.30	Open	N
PW; CHEMICALS		CHOYT					07/29/2025
601-49400-50210	PW; CHEMICALS			107.30			
HAWKINS, INC		07/22/2025	08/12/2025	10,100.33	10,100.33	Open	N
PW; CHEMICALS		CHOYT					07/22/2025
601-49400-50216	PW; CHEMICALS			10,100.33			
HENNEPIN COUNTY SHERIFFS OFFIC		07/30/2025	08/12/2025	150.00	0.00	Paid	Y
PD; PER DIEM AND PROCESSING-JUN 2025		CHOYT					06/30/2025
101-42120-50306	PD; PER DIEM AND PROCESSING-JUN 2025			150.00			
HENNEPIN COUNTY-RECORDER		08/05/2025	08/12/2025	17.50	17.50	Open	N
VIEW RECORDED PLAT-H STENSGARD		CHOYT					08/01/2025
101-41710-50205	VIEW RECORDED PLAT-H STENSGARD			17.50			
INTIME SERVICES INC.		07/30/2025	08/12/2025	3,636.00	3,636.00	Open	N
INTIME SUBSCRIPTION/HOSTING 2025		CHOYT					07/17/2025
101-42120-50308	INTIME SUBSCRIPTION/HOSTING 2025			3,636.00			
INVOICE CLOUD		07/30/2025	08/12/2025	755.40	755.40	Open	N
JUNE FEES 2025		CHOYT					07/11/2025
101-41500-50309	JUNE FEES 2025			110.00			
101-41660-50309	JUNE FEES 2025			18.75			
601-49400-50309	JUNE FEES 2025			313.32			
602-49400-50309	JUNE FEES 2025			313.33			
JASON PAULSON BAND		07/30/2025	08/12/2025	1,000.00	0.00	Paid	Y

EVENT 8.13.2025 FINAL PAYMENT	CHOYT						07/30/2025
101-41910-50210	EVENT 8.13.2025 FINAL PAYMENT			1,000.00			
JESSICA HARTFIEL THURSTON	08/06/2025	08/12/2025		2,166.00	2,166.00	Open	N
EMBEDDED SOCIAL WORKER-JUL 2025	CHOYT						07/31/2025
101-42120-50300	EMBEDDED SOCIAL WORKER-JUL 2025			2,166.00			
LAKETOWN ELECTRIC CORPORATION	08/06/2025	08/12/2025		9,120.00	9,120.00	Open	N
PAY APP 6; DAYTON HMGP GENERATORS	CHOYT						08/06/2025
410-42260-50530	PAY APP 6; DAYTON HMGP GENERATORS			9,600.00			
410-00000-20600	RETAINAGE PAYABLE			(480.00)			
LARNYIA LEE	07/30/2025	08/12/2025		750.00	750.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 7.26.2025	CHOYT						07/26/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 7.26			450.00			
101-00000-21716	DAC RENTAL DEPOSIT REFUND; EVENT 7.26			300.00			
MAHAM SAAD	07/23/2025	08/12/2025		300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 7.18	CHOYT						07/23/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 7.18			225.00			
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 7.18			75.00			
MANGO ENTERTAINMENT LLC	07/29/2025	08/12/2025		1,100.00	1,100.00	Open	N
16 FT MOVIE SCREEN-BACK TO SCHOOL MOVIE C	CHOYT						07/29/2025
101-41910-50308	16 FT MOVIE SCREEN-BACK TO SCHOOL MOVIE			1,100.00			
MENARDS - ELK RIVER	07/30/2025	08/12/2025		387.16	387.16	Open	N
PW; OPERATING SUPPLIES	CHOYT						07/21/2025
601-49400-50210	PW; OPERATING SUPPLIES			387.16			
MENARDS - MAPLE GROVE	07/30/2025	08/12/2025		35.32	35.32	Open	N
PW; BUILDINGS AND STRUCTURES	CHOYT						07/27/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES			35.32			
MENARDS - MAPLE GROVE	07/30/2025	08/12/2025		464.55	464.55	Open	N
PW; BUILDINGS AND STRUCTURES	CHOYT						07/23/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES			464.55			

MENARDS - MAPLE GROVE	07/30/2025	08/12/2025	33.69	33.69	Open	N
PW; BUILDINGS-TOILET PARTS	CHOYT					07/13/2025
101-43100-50520	PW; BUILDINGS-TOILET PARTS		33.69			
METRO WEST INSPECTION	08/06/2025	08/12/2025	18,384.00	18,384.00	Open	N
229.80 BLDG INSPECTIONS; JUN 2025	CHOYT					06/30/2025
101-41660-50300	229.80 BLDG INSPECTIONS; JUN 2025		18,384.00			
MSA PROFESSIONAL SERVICES, INC.	08/05/2025	08/12/2025	15,242.50	15,242.50	Open	N
DAYTON CROW/MISSISSIPPI BOAT LANDING PRO	CHOYT					07/28/2025
408-45300-50300	DAYTON CROW/MISSISSIPPI BOAT ACCESS		15,242.50			
MSA PROFESSIONAL SERVICES, INC.	08/05/2025	08/12/2025	397.00	397.00	Open	N
ELSIE STEPHENS PARK DESIGN JUN-JUL 2025	CHOYT					07/31/2025
405-41900-50300	ELSIE STEPHENS PARK DESIGN JUN-JUL		397.00			
MUTUAL OF OMAHA	07/28/2025	08/12/2025	1,497.69	0.00	Paid	Y
G000CL6X: STD/LTD PREMIUM-AUG 2025	CHOYT					07/28/2025
101-00000-21705	G000CL6X: STD/LTD PREMIUM-AUG 2025		1,497.69			
NAPA AUTO PARTS	07/30/2025	08/12/2025	1.45	1.45	Open	N
PW; REPAIR/MAINT CONNECTOR	CHOYT					07/21/2025
101-43100-50220	PW; REPAIR/MAINT CONNECTOR		1.45			
NORTH MEMORIAL HEALTH CARE	08/05/2025	08/12/2025	50.00	0.00	Paid	Y
EMR REFRESHER- J WESTENDORF	CHOYT					03/31/2025
101-42260-50208	EMR REFRESHER- J WESTENDORF		50.00			
OMANN BROTHERS INC	07/28/2025	08/12/2025	345.80	345.80	Open	N
PW; PAVING SUPPLIES -5.2	CHOYT					07/22/2025
101-43100-50224	PW; PAVING SUPPLIES -5.2		345.80			
ONCALL TECHNICAL SERVICES INC	08/05/2025	08/12/2025	274.00	274.00	Open	N
REMOVE AND SWAP TRICASTER	CHOYT					07/24/2025
101-41820-50300	REMOVE AND SWAP TRICASTER		274.00			
ONCALL TECHNICAL SERVICES INC	08/05/2025	08/12/2025	274.00	274.00	Open	N
PROFESSIONAL SRVS-CLICKSHARE	CHOYT					05/29/2025



401-41900-50580	OTHER EQUIPMENT-AV EQUIPMENT			137.00			
101-41820-50300	PROFESSIONAL SRVS-CLICKSHARE			137.00			
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PROLOGIS (FRENCH LAKE LAND TIF)	08/05/2025	08/12/2025		69,440.70	69,440.70	Open	N
TIF 15 PAYMENT; 2025	CHOYT						08/05/2025
477-41900-50605	TIF 15 PAYMENT; 2025			69,440.70			
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REPUBLIC SERVICES, INC.	08/06/2025	08/12/2025		19,196.17	19,196.17	Open	N
CITY RECYCLING- JUL 2025	CHOYT						07/31/2025
101-41650-50386	CITY RECYCLING- JUL 2025			19,196.17			
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ROGERS TRUE VALUE	07/22/2025	08/12/2025		36.27	36.27	Open	N
PW; OPERATING SUPPLIES	CHOYT						07/22/2025
101-43100-50210	PW; OPERATING SUPPLIES			36.27			
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ROGERS TRUE VALUE	08/06/2025	08/12/2025		17.47	17.47	Open	N
PW; BUILDINGS AND STRUCTURES	CHOYT						08/06/2025
101-43100-50520	PW; BUILDINGS AND STRUCTURES			17.47			
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ROSA CARMEN SEKONGO	08/05/2025	08/12/2025		450.00	450.00	Open	N
DAC RENTAL DEPOSIT REFUND:EVENT 7.29.2025	CHOYT						07/29/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND:EVENT 7.29			450.00			
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RYAN EGGINK	07/30/2025	08/12/2025		60.20	60.20	Open	N
HENNEPIN CO TREE NURSERY 4.18.25 MILEAGE	CHOYT						07/30/2025
101-43100-50208	HENNEPIN CO TREE NURSERY 4.18.25 MILEAGE			60.20			
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SIMMER BROTHER HOMES	07/29/2025	08/12/2025		3,000.00	3,000.00	Open	N
15342 111TH AVE LANDSCAPE ESCROW RELEAS	CHOYT						07/29/2025
420-00000-22100	15342 111TH AVE LANDSCAPE ESCROW RELEASE			3,000.00			
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SITE ONE LANDSCAPE SUPPLY	07/30/2025	08/12/2025		330.26	330.26	Open	N
PARKS; REPAIR/MAINT	CHOYT						07/16/2025
101-45200-50220	PARKS; REPAIR/MAINT			330.26			
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SITE ONE LANDSCAPE SUPPLY	07/30/2025	08/12/2025		198.12	198.12	Open	N
PARKS; REPAIR/MAINT	CHOYT						07/17/2025
101-45200-50220	PARKS; REPAIR/MAINT			198.12			
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SITE ONE LANDSCAPE SUPPLY	07/30/2025	08/12/2025	35.28	35.28	Open	N
PARKS; REPAIR/MAINT	CHOYT					07/17/2025
101-45200-50220	PARKS; REPAIR/MAINT		35.28			
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SPARTZ, DANIEL	08/05/2025	08/12/2025	19.54	19.54	Open	N
UB refund for account: 1929	CHOYT					08/05/2025
601-00000-15550	CREDIT FORWARD		19.54			
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STANTEC CONSULTING SERVICES INC.	07/22/2025	08/12/2025	3,428.00	3,428.00	Open	N
WELLHEAD TREATMENT FED GRANT MEMO AGRE	CHOYT					07/18/2025
601-00000-16500	WELLHEAD TREATMENT FED GRANT MEMO AGREEM		3,428.00			
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STANTEC CONSULTING SERVICES INC.	07/23/2025	08/12/2025	155,044.57	155,044.57	Open	N
ENGINEERING SVCS; JUN 2025	CHOYT					06/30/2025
101-41630-50303	GEN. ENGINEERING RETAINER; JUN 2025		4,500.00			
101-41630-50303	GEN. ENGINEERING; JUN 2025		7,372.80			
101-41660-50308	BUILDING PERMIT ACTIVITIES; JUN 2025		12,884.00			
601-49400-50303	WATER SUPPLY & DISTRIBUTION; JUNE 2025		1,456.00			
602-49400-50303	SANITARY SEWER SYSTEM; JUN 2025		2,377.60			
415-41900-50300	STORMWATER; JUN 2025		4,264.20			
414-41900-50303	TRANSPORTATION; JUN 2025		10,642.40			
408-45300-50303	TRAILS; JUN 2025		92.00			
601-49400-50303	GIS/MAPPING; JUN 2025		524.00			
602-49400-50303	GIS/MAPPING; JUN 2025		524.00			
411-43100-50303-1006	RIVER HILLS-M/I HOMES; JUN 2025		44.00			
411-43100-50303-6065	BRAYBURN TRAILS; JUN 2025		6,073.96			
411-43100-50303-6098	SUNDANCE GREENS; JUN 2025		948.77			
411-43100-50303-6075	CLOQUET ISLAND ESTATES(CYPRESS) JUN		408.74			
411-43100-50303-6105	IONE GARDENS; JUN 2025		1,062.00			
411-43100-50303-6120	SUNDANCE GREENS-LENNAR; JUN 2025		3,093.87			
411-43100-50303-6143	RIVERWALK; JUN 2025		4,106.14			
411-43100-50303-6150	THE CUBES OF FRENCH LAKE (CRG);JUN 2025		230.00			
411-43100-50303-6149	KWIK TRIP-MAPLE CT; JUN 2025		979.85			
411-43100-50303-6147	BRAYBURN TRLS /LEE PROPERTY; JUN 2025		9,624.45			
411-43100-50303-6164	GRACO 2ND; JUN 2025		658.00			
411-43100-50303-6180	PKWY NEIGHBORHOOD;JUN 2025		985.75			
411-43100-50303-6170	DAYTON CREEK ADDITION; JUN 2025		871.00			

411-43100-50303-6165	OPUS; JUN 2025			806.20			
601-49400-50303	DAYTON WATER COMP PLANS; JUN 2025			2,711.80			
602-49400-50303	DAYTON SEWER COMP PLANS; JUN 2025			2,711.80			
410-41900-50300	HAZARD MITIGATION GRANT PROGRAM;JUN			1,756.20			
411-43100-50303-6198	TERRITORIAL GROVE; JUN 2025			6,155.20			
411-43100-50303-6203	DCM FARMS; JUN 2025			10,044.04			
411-43100-50303-6204	SCANY PROPERTY (NORTH); JUN 2025			3,163.50			
405-41900-50303	PARKS; JUN 2025			1,242.80			
411-43100-50303-6214	OPPIDAN; JUN 2025			115.00			
408-45300-50303	ELSIE STEPHENS CANOE/KAYAK; JUN 2025			865.60			
414-41900-50303	2025 S DIAMOND LK IMPROV; JUN 2025			4,862.80			
225-41710-50300	LENT PROPERTIES AREA CONCEPT PLAN; JUN			1,916.00			
408-45300-50303	N DIAMOND LK RD TRL CROSSING; JUN 2025			1,814.10			
414-41900-50303	DAYTON PKWY TRAFFIC SIGNALS; JUN 2025			17,095.20			
414-41900-50303	CENTRAL PK PARKING LOT IMPROV;JUN 2025			70.40			
411-43100-50303-6128	SCANNELL PROPERTIES; JUN 2025			521.00			
411-43100-50303-6169	SPANIER; JUN 2025			2,018.50			
411-43100-50303-6216	TELCOM CONSTRUCTION; JUN 2025			274.00			
602-49400-50303	113TH AVE TRUNK SEWER EXTENTION; JUN			5,422.70			
101-41710-50300	113TH AV/E FRENCH LK RD MORATORIUM; JUN			2,698.40			
414-41900-50300	DAYTON 2025 MILL & OVERLAY IMPROV; JUN			11,976.00			
601-00000-16500	DAYTON WELLHOUSE #5- JUN 2025			3,079.80			
<hr/>							
STEPHEN (TIM) KIRK	07/21/2025	08/12/2025		450.00	450.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 7/20	CHOYT						07/21/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 7/20			450.00			
<hr/>							
STREICHERS, INC	08/05/2025	08/12/2025		244.95	244.95	Open	N
PD;UNIFORM-CEBULA	CHOYT						08/04/2025
101-42120-50217	PD;UNIFORM-CEBULA			244.95			
<hr/>							
T MOBILE	07/28/2025	08/12/2025		1,305.40	0.00	Paid	Y
PD; 990673330 CELL SVC JUN-JUL 2025	CHOYT						06/30/2025
101-42120-50320	PD; 990673330 CELL SVC JUN-JUL 2025			1,305.40			
<hr/>							
T MOBILE	07/28/2025	08/12/2025		1,007.19	0.00	Paid	Y
CH/PW; 990673180 CELL SVC JUN-JUL 2025	CHOYT						07/21/2025
101-43100-50321	PW; CELL SVC			590.92			

601-49400-50321	PW; CELL SVC			51.28			
602-49400-50321	PW; CELL SVC			53.29			
101-41910-50321	AC; CELL SVC			113.06			
101-41710-50321	PLANNING; CELL SVC			83.00			
101-41310-50320	CH;ADMINISTRATOR CELL SVC			39.86			
101-41420-50320	CH; CLERK CELL SVC			39.86			
101-41500-50320	CH; HOT SPOT			35.92			
<hr/>							
T MOBILE		07/28/2025	08/12/2025	908.38	0.00	Paid	Y
CH/PW; 990673180 CELL SVC APR/MAY 2025	CHOYT						05/31/2025
101-43100-50321	PW; CELL SVC			584.43			
601-49400-50321	PW; CELL SVC			50.82			
602-49400-50321	PW; CELL SVC			52.83			
101-41910-50321	AC; CELL SVC			112.15			
101-41710-50321	PLANNING; CELL SVC			82.09			
101-41310-50320	CH;ADMINISTRATOR CELL SVC			39.35			
101-41420-50320	CH; CLERK CELL SVC			39.35			
101-41500-50320	CH; HOT SPOT			31.15			
101-43100-50321	PW; SERVICE CREDIT			(83.79)			
<hr/>							
TASC		07/18/2025	08/12/2025	39.59	0.00	Paid	Y
COBRA ADMIN FEE; SEPT 2025	CHOYT						07/18/2025
101-41810-50205	COBRA ADMIN FEE; SEPT 2025			39.59			
<hr/>							
THE MINNESOTA STAR TRIBUNE		08/06/2025	08/12/2025	168.00	168.00	Open	N
GENERAL NOTICES AND PUB INFO	CHOYT						07/31/2025
101-41110-50352	GENERAL NOTICES AND PUB INFO			168.00			
<hr/>							
THOMAS ALLEN HOMES LLC		07/23/2025	08/12/2025	159.51	159.51	Open	N
UB refund for account: 7195	CHOYT						07/23/2025
601-00000-15550	CREDIT FORWARD			159.51			
<hr/>							
THOMAS SCIENTIFIC		07/21/2025	08/12/2025	1,354.90	1,354.90	Open	N
PW; REPAIR-AIR COMPRESSOR	CHOYT						07/15/2025
101-43100-50220	PW; REPAIR-AIR COMPRESSOR			1,354.90			
<hr/>							
THOMAS SCIENTIFIC		08/05/2025	08/12/2025	429.43	429.43	Open	N
PW; REPAIR/MAINT	CHOYT						07/31/2025

101-43100-50220	PW; REPAIR/MAINT			429.43			
TOLL GAS AND WELDING SUPPLY	07/30/2025	08/12/2025	295.00	295.00	Open	N	
PW; SUPPLIES OXYGEN/ACETYLEN LEASE	CHOYT						07/04/2025
101-43100-50210	PW; SUPPLIES OXYGEN/ACETYLEN LEASE		295.00				
TOSHIBA BUSINESS SYSTEMS	08/05/2025	08/12/2025	25.99	25.99	Open	N	
CH; ESTUDIO 2515 FRONT PRINTER 1224 BW/39	CHOYT						07/31/2025
101-41820-50308	CH; ESTUDIO 2515 FRONT PRINTER BW/CLR		25.99				
TOSHIBA BUSINESS SYSTEMS	08/05/2025	08/12/2025	258.23	258.23	Open	N	
CH; ESTUDIO 4525 BACK PRINTER 1411 BW/655	CHOYT						07/31/2025
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER BW/CLR		258.23				
TOSHIBA BUSINESS SYSTEMS	08/05/2025	08/12/2025	23.42	23.42	Open	N	
FD; ESTUDIO 2525 520 CLR JUL 1000 BW AUG	CHOYT						07/31/2025
101-42260-50200	FD; ESTUDIO 2525 JUL-AUG 2025		23.42				
TRAUT COMPANIES	08/06/2025	08/12/2025	96,040.00	96,040.00	Open	N	
PAY 2/FINAL-WELL #4 PRESSURE GROUT	CHOYT						07/31/2025
601-49400-50220	PAY 2/FINAL-WELL #4 PRESSURE GROUT		96,040.00				
TRAUT COMPANIES	08/06/2025	08/12/2025	18,825.00	18,825.00	Open	N	
PAY 1 WELL- #4 PRESSURE GROUT	CHOYT						07/31/2025
601-49400-50220	PAY 1 WELL #4 PRESSURE GROUT		18,825.00				
VERIZON WIRELESS	07/18/2025	08/12/2025	150.16	0.00	Paid	Y	
PW;CELL SERVICE;MCM SEWER JUN-JUL 2025	CHOYT						07/18/2025
602-49400-50321	PW;CELL SERVICE;MCM SEWER		150.16				
WINDY'S COLLISION CENTER, INC	08/06/2025	08/12/2025	1,441.50	1,441.50	Open	N	
PD; 2020 DODGE PURSUIT AWD- FENDER	CHOYT						07/31/2025
101-42120-50220	PD; 20 DODGE PURSUIT FENDER		1,441.50				
WRIGHT COUNTY FINANCE AND TAXPAYER	07/28/2025	08/12/2025	5.31	5.31	Open	N	
TNT SUPPLIES	CHOYT						07/22/2025
101-41610-50300	TNT SUPPLIES		5.31				

WROEH JOELETTE SMITH	07/30/2025	08/12/2025	450.00	450.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 7.27.2025	CHOYT					07/27/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 7.27		450.00			
<hr/>						
XCEL ENERGY	07/21/2025	08/12/2025	52.95	0.00	Paid	Y
51-0013348079-5;14430 DAYTON RIVER;JUN 20	CHOYT					06/30/2025
101-45200-50381	51-0013348079-5;14430 DAYTON RIVER;JUN		52.95			
<hr/>						
XCEL ENERGY	07/21/2025	08/12/2025	4.19	0.00	Paid	Y
51-5815803-3;19034 CTY 81/SIREN JUN 2025	CHOYT					06/30/2025
101-42130-50308	51-5815803-3;19034 CTY 81/SIREN JUN 2025		4.19			
<hr/>						
XCEL ENERGY	07/23/2025	08/12/2025	22.46	0.00	Paid	Y
51-0012400696-3;RUSH CR; JUN-JUL 2025	CHOYT					07/21/2025
101-45200-50381	51-0012400696-3;RUSH CR; JUN-JUL		22.46			
<hr/>						
XCEL ENERGY	07/23/2025	08/12/2025	164.09	0.00	Paid	Y
51-4585810-2 S DIA LK; JUN-JUL 2025	CHOYT					06/30/2025
101-43100-50381	51-4585810-2 S DIA LK; JUN-JUL		30.51			
602-49400-50381	51-4585810-2 LAWNDALDE; JUN-JUL		122.55			
602-49400-50381	51-4585810-2 PRO LGT; JUN-JUL		11.03			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	91.36	0.00	Paid	Y
51-0013433327-7;18396 DAYTON/SIGNAL JUL 21	CHOYT					07/31/2025
101-43100-50230	51-0013433327-7;18396 DAYTON/SIGNAL JUL		91.36			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	31.72	0.00	Paid	Y
51-5420841-2 ST LGT; JUL 2025	CHOYT					07/31/2025
101-43100-50230	51-5420841-2 ST LGT; JUL 2025		31.72			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	54.38	0.00	Paid	Y
51-0013433188-8; 18432 UNIT SIGNAL; JUL 2025	CHOYT					07/31/2025
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL; JUL		54.38			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	54.72	0.00	Paid	Y
51-9348440-7 11773 TROY- JUL 2025	CHOYT					07/31/2025
101-43100-50230	51-9348440-7 11773 TROY- JUL		54.72			
<hr/>						

XCEL ENERGY	08/05/2025	08/12/2025	442.78	0.00	Paid	Y
51-8556975-3;17780 TERRITORIAL/S.L. JUL 2025 CHOYT						07/31/2025
101-43100-50230	51-8556975-3;17780 TERRITORIAL/S.L. JUL		442.78			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	91.68	0.00	Paid	Y
51-0013433058-1; BROCKTON SIGNAL;JUL 2025 CHOYT						07/31/2025
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL;JUL		91.68			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	81.59	0.00	Paid	Y
51-8932050-3 CR81; JUL 2025 CHOYT						07/31/2025
101-43100-50230	51-8932050-3 CR81; JUL 2025		81.59			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	104.34	0.00	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT; JUL 21 CHOYT						07/31/2025
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT; JU		104.34			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	1,342.72	0.00	Paid	Y
51-6111142-2;16471 S. DIAMOND/S.L. JUL 2025 CHOYT						07/31/2025
101-43100-50230	51-6111142-2;16471 S. DIAMOND/S.L. JUL		1,342.72			
<hr/>						
XCEL ENERGY	08/05/2025	08/12/2025	40.74	0.00	Paid	Y
51-0014158934-9; 11501 DAYTON/S.L JUL 2025 CHOYT						07/31/2025
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L		40.74			
<hr/>						
# of Invoices:	139 # Due: 103	Totals:	1,238,242.38	1,206,424.97		
# of Credit Memos:	2 # Due: 2	Totals:	(363.30)	(363.30)		
Net of Invoices and Credit Memos:			1,237,879.08	1,206,061.67		

\* 2 Net Invoices have Credits Totalling:

(563.79)

--- TOTALS BY FUND ---

101 - GENERAL FUND	143,394.54	116,491.14
225 - EDA	1,916.00	1,916.00
226 - CABLE	3,625.00	3,625.00
379 - 2023A CRG TIF BOND	330.00	330.00
401 - CAPITAL EQUIPMENT	820.72	820.72
405 - PARK DEDICATION	1,639.80	1,639.80
408 - PARK TRAIL DEVELOPMENT	18,014.20	18,014.20
410 - CAPITAL FACILITIES	10,876.20	10,876.20

411 - DEVELOPER ESCROWS	55,753.34	55,753.34
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	44,646.80	44,646.80
415 - STORMWATER	4,264.20	4,264.20
420 - LANDSCAPE ESCROWS	3,000.00	3,000.00
430 - TIF 20 GRACO 2	330.00	330.00
435 - TIF 16 SAND COMPANIES	8,011.61	8,011.61
436 - TIF 17 GRACO	543,325.19	543,325.19
438 - TIF 14 LIBERTY	325.00	325.00
477 - TIF 15 FRENCH LK IND PK	69,770.70	69,770.70
601 - WATER FUND	314,709.13	310,535.61
602 - SEWER FUND	13,126.65	12,386.16

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	180,038.38	178,540.69
41110 - Council	168.00	168.00
41310 - Administration	79.21	0.00
41420 - City Clerk	79.21	0.00
41500 - Finance	4,314.07	4,247.00
41610 - Assessing Services	5.31	5.31
41630 - Engineering Services	11,872.80	11,872.80
41640 - Legal Services	2,000.00	2,000.00
41650 - Recycling Services	19,196.17	19,196.17
41660 - Inspection Service	31,286.75	31,286.75
41710 - Plannning & Economic Dev	5,126.99	4,961.90
41810 - Central Services	2,001.00	744.98
41820 - Information Technology	14,081.97	14,081.97
41900 - General Govt	678,185.22	678,185.22
41910 - Activity Center	3,417.19	1,531.00
42120 - Patrol and Investigate	10,431.60	8,976.20
42130 - Emergency Mgmt	42.99	0.00
42260 - Fire Suppression	28,552.62	14,873.42
43100 - Public Works	73,801.24	67,181.32
45200 - Parks	639.07	563.66
45300 - Trail Development	18,014.20	18,014.20
47000 - Debt Service (GENERAL)	330.00	330.00
49400 - Utilities	154,215.09	149,301.08



**PRESENTER:**

Jason Quisberg

**ITEM:**

Wellhouse #5 - Pay Request No. 11

**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Pay Request No. 11 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. 11

To: Martin Farrell, Public Works Director      From: Ash Hammerbeck, PE  
Jason Quisberg, PE  
Project/File: 227704873      Date: August 4, 2025  
Subject: Dayton Wellhouse No.5 - Pay Application #11

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**Council Action Requested**

Staff is recommending Council to approve Pay Application #11 for the Dayton Wellhouse No.5 project to Ebert Companies in the amount of \$74,825.86.

**Summary**

Ebert Companies continued progress on the project, including installation of the irrigation system, turf and grass, trees, and other landscaping features. This pay application covers work completed through July 11, 2025.

It also reflects a reduction in contract retainage from 5% to 1.35%. While a few civil items remain outstanding, all major systems required for operational readiness are in place, and the wellhouse is functioning as intended. The remaining retainage will be held until Final Completion is achieved.

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

Total Contract Value to Date	\$ 1,108,583.93
Work Completed to Date	\$ 1,108,583.93
1.35% Retainage	\$ 15,000
Amount Paid to Date	\$ 1,018,758.07
Total Pay App #11	\$ 74,825.86

**Engineer's Recommendation**

We have reviewed the request and recommend approving Pay Application #11 to Ebert Companies in the amount of \$74,825.86 for the work completed and materials stored to date.

# AIA® Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b>	City of Dayton 12260 S Diamond Lake Road Dayton, MN 55327	<b>PROJECT:</b>	City of Dayton Wellhouse #5 14503 Kingsview Lane N Dayton, MN 55327	<b>APPLICATION NO:</b>	11 <b>22</b>	<b>Distribution to:</b>	
				<b>PERIOD TO:</b>	7/11/2025	OWNER	<input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	Ebert Companies 23350 County Road 10 Corcoran, MN 55357	<b>VIA ARCHITECT:</b>	Stantec Consulting Services 2335 W Highway 36 St. Paul, MN 55113	<b>CONTRACT FOR:</b>		ARCHITECT	<input type="checkbox"/>
				<b>CONTRACT DATE:</b>		CONTRACTOR	<input type="checkbox"/>
				<b>PROJECT NOS:</b>	66099 / /	FIELD	<input type="checkbox"/>
						OTHER	<input type="checkbox"/>

### 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 .....	\$	-19,151.35
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	1,108,583.93
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	1,108,583.93
5. RETAINAGE:		
a. 1.35 % of Completed Work (Columns D + E on G703)	\$	15,000.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$	15,000.00
6. TOTAL EARNED LESS RETAINAGE .....	\$	1,093,583.93
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	1,018,758.07
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE .....	\$	74,825.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	15,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 16,891.65	\$ -47,131.00
Total approved this month	\$ 11,088.00	\$
TOTAL	\$ 27,979.65	\$ -47,131.00
NET CHANGES by Change Order	\$	-19,151.35

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: 


Date: 7.23.25

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 23<sup>rd</sup>

day of July, 2025

Notary Public: 

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** ..... 8/4/2025

(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: \_\_\_\_\_ Date: \_\_\_\_\_

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.

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# 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 F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11  
APPLICATION DATE: 7/23/2025  
PERIOD TO: 7/11/2025  
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (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		
02	Mobilization	20,000.00	20,000.00			20,000.00	100.00		
03	General Conditions M	24,500.00	24,500.00			24,500.00	100.00		
04	General Conditions L	54,500.00	54,500.00			54,500.00	100.00		
05	Closeouts	2,000.28		2,000.28		2,000.28	100.00		
06	Final Cleaning	2,000.00		2,000.00		2,000.00	100.00		
07	Cast-In-Place Concrete	57,200.00	57,200.00			57,200.00	100.00		
08	Precast Plank	14,200.00	14,200.00			14,200.00	100.00		
09	Unit Masonry	84,600.00	84,600.00			84,600.00	100.00		
10	Rough Carpentry M	6,800.00	6,800.00			6,800.00	100.00		
11	Rough Carpentry L	17,400.00	17,400.00			17,400.00	100.00		
12	Roof Trusses M	1,800.00	1,800.00			1,800.00	100.00		
13	Bituminous Damproofing	3,750.00	3,750.00			3,750.00	100.00		
14	Insulation	1,900.00	1,900.00			1,900.00	100.00		
15	Sheet Metal Roofing	16,000.00	16,000.00			16,000.00	100.00		
16	Soffits & Flashings	2,000.00	2,000.00			2,000.00	100.00		
17	Joint Sealants	2,800.00	2,800.00			2,800.00	100.00		
18	Doors, Hardware, & Frames M	15,850.00	15,850.00			15,850.00	100.00		
19	Doors, Hardware, & Frames L	1,950.00	1,950.00			1,950.00	100.00		
20	Translucent Skylight System	6,050.00	6,050.00			6,050.00	100.00		
21	Louvers M	1,700.00	1,700.00			1,700.00	100.00		
22	Louvers L	800.00	800.00			800.00	100.00		
23	Gypsum Wallboard	2,800.00	2,800.00			2,800.00	100.00		
24	Concrete Floor Sealer	1,400.00	1,400.00			1,400.00	100.00		
25	Painting	6,800.00	6,800.00			6,800.00	100.00		
	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.

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## 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: 11  
APPLICATION DATE: 7/23/2025  
PERIOD TO: 7/11/2025  
ARCHITECT'S PROJECT NO: 66099

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (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		
27	Plumbing	13,500.00	13,500.00			13,500.00	100.00		
28	Mechanical	34,250.00	34,250.00			34,250.00	100.00		
29	Electrical Permit	260.00	260.00			260.00	100.00		
30	Electrical General Labor	34,744.00	34,744.00			34,744.00	100.00		
31	Electrical General Material	25,977.00	25,977.00			25,977.00	100.00		
32	Equipment Controls & Integ.	209,375.00	209,375.00			209,375.00	100.00		10,468.76
33	Electrical Generator	170,450.00	170,450.00			170,450.00	100.00		4,531.24
34	Lighting	2,544.00	2,544.00			2,544.00	100.00		
35	Earthwork	52,095.00	52,095.00			52,095.00	100.00		
36	Flexible Paving	12,200.00	12,200.00			12,200.00	100.00		
37	Irrigation Systems	6,450.00	3,225.00	3,225.00		6,450.00	100.00		
38	Turfs & Grasses	5,050.00		5,050.00		5,050.00	100.00		
39	Deciduous Trees 2.5"	3,738.00		3,738.00		3,738.00	100.00		
40	Shrub #5 GAL CONT	1,566.00		1,566.00		1,566.00	100.00		
41	Perennial Grass #1 GAL CONT	1,234.00		1,234.00		1,234.00	100.00		
42	Rock Mulch	875.00		875.00		875.00	100.00		
43	Metal Landscape Edger	2,158.00		2,158.00		2,158.00	100.00		
44	Utilities	28,269.00	28,269.00			28,269.00	100.00		
45	Process Piping	38,250.00	38,250.00			38,250.00	100.00		
46	Vertical Line Shaft Pump	124,000.00	124,000.00			124,000.00	100.00		
47	Change Order 1	-47,131.00	-47,131.00			-47,131.00	100.00		
48	Change Order 2	2,984.35	2,984.35			2,984.35	100.00		
49	Change Order 4	10,634.66	10,634.66			10,634.66	100.00		
50	Change Order 5	3,272.64		3,272.64		3,272.64	100.00		
	GRAND TOTAL								

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## 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.  
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APPLICATION NO: 11  
APPLICATION DATE: 7/23/2025  
PERIOD TO: 7/11/2025  
ARCHITECT'S PROJECT NO: 66099

Use Column F on Contracts where variable retainage for this item 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					
51	Change Order 6	11,088.00		11,088.00		11,088.00	100.00		
GRAND TOTAL		1,108,583.93	1,072,377.01	36,206.92		1,108,583.93	100.00		15,000.00

**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.

**ITEM:**

Approval of Development Agreement for DCM Farms

**APPLICANT/PRESENTER:**

Tom Dehn, Sundance Woods, LLC

**PREPARED BY:**

Jon Sevald, Community Development Director

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve DRAFT Development Agreement of DCM Farms

**BACKGROUND:**

The City Council approved the Final Plat of DCM Farms on July 8, 2025. During discussion, the Council requested clarification on the Development Agreement (DA) regarding the Developer's \$2 million contribution towards improvements to Fernbrook Lane. The following is included in the DRAFT DA. Minor edits will occur to the DA post-approval.

8. **114th Avenue Roundabout.** Developer shall pay \$2 million towards improvements to the intersection of Fernbrook Lane (CSAH 121) and 114th Avenue. At the City Council's discretion, any excess funds may be applied towards plans and/or improvements to Fernbrook Lane intersections with Rush Creek Parkway, and/or 117th Avenue. The Developer shall pay to the City \$125,000 prior to the City releasing the plat of DCM Farms for recording. The Developer shall pay to the City \$1,875,000 prior to the city releasing DCM Farms Second Addition for recording, or subsequent platting of Outlot D for development (whichever occurs first). Any interest earned on the \$1,875,000 held by the City shall be divided by the City and the Developer. The City shall expend such funds (\$2,000,000) prior to January 1, 2035 or the remaining funds shall be returned to the Developer.

**CRITICAL ISSUES:**

None

**60/120-DAY RULE (IF APPLICABLE):**

N/A	60-Days	120-Days
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**RELATIONSHIP TO COUNCIL GOALS:**

*Build and Maintain Quality Infrastructure*

**BUDGET IMPACT:**

TBD

**ATTACHMENT(S):**

DRAFT DCM Farms Development Agreement

*(reserved for recording information)*

## **DEVELOPMENT AGREEMENT**

*(Developer Installed Improvements)*

### ***DCM FARMS***

This **DEVELOPMENT AGREEMENT** (“Agreement”) dated June 24, 2025, is by and between the **CITY OF DAYTON**, a Minnesota municipal corporation, whose principal place of business is at 12260 South Diamond Lake Road, Dayton, MN 55327 (“City”), and **SUNDANCE WOODS, LLC**, a Minnesota Limited Liability Company, whose principal place of business is located at 11261 Fernbrook Lane, Maple Grove, MN 55369 (“Developer”).

#### **RECITALS**

- A. Developer is the fee owner and developer of a parcel or parcels of land that is situated in the City of Dayton, County of Hennepin, State of Minnesota, and is legally described as set forth on **Exhibit A** (the “Property”); and
- B. Developer has asked the City to approve a FINAL plat for **DCM FARMS** (the “Plat” or the “Project”), consisting of 106 lots and 8 outlots; and
- C. On March 25, 2025 the City Council for the City of Dayton adopted Resolution 2025-20, approving the PRELIMINARY Plat as prepared by Sathre-Bergquist, Inc., which is on file with the City; and,
- D. On July 8, 2025 the City Council for the City of Dayton adopted Resolution 2025-40, approving the FINAL Plat as prepared by Sathre-Bergquist, Inc, which is on file with the City; and
- E. Following recording of the Plat as required by this Agreement, the Property shall be legally described as set forth on **Exhibit B**; and



- F. This Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners the understandings and agreements of the parties concerning the Plat and development of the Property.

**NOW THEREFORE**, the City and Developer agree as follows:

1. **Conditions of Final Plat Approval.** The City approved the Plat on condition that Developer enter into this Agreement, furnish the security required by this Agreement, and record the Final Plat with the Office of the Hennepin County Recorder or Registrar of Titles, as applicable, no later than 60 days after the City Council approves the Final Plat.

2. **Right to Proceed.** Within the Plat or land to be platted, Developer may not construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk; 2) the required security has been received by the City; 3) the Plat has been recorded the Office of the Hennepin County Recorder or Registrar of Titles, as applicable; and 4) the City's Administrator has issued a letter to Developer notifying Developer that all conditions have been satisfied, and allowing Developer to proceed.

3. **Phased Development.** If the Plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if Developer has breached this Agreement and the breach has not been remedied. The Plat has been approved as a phased development by the City.

4. **Preliminary Plat Status.** If the Plat is a phase of a multi-phased preliminary plat, for future phases, Developer shall obtain final plat approval for platting all land into lots and blocks, not outlots, within five (5) years after preliminary plat approval. If final plat approval for all lands in such future phases is not complete by that time, the preliminary plat approval shall lapse and shall be void as applied to all phases still awaiting final plat approval.

5. **Changes in Official Controls.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout, or dedications of the approved preliminary plat unless required by state or federal law, or agreed to in writing by the City and Developer. After that date, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this Agreement with respect to that portion of the Property which did not receive final plat approval prior to any such amendments.

6. **Development Plans.** The Plat shall be developed in accordance with the plans listed below (collectively, the "Plans"). The Plans shall not be attached to this Agreement. With the exception of Plan B, the Plans may be prepared, subject to City approval, after the effective date of this Agreement, but before commencement of any work in the Plat. An erosion control plan must also be approved by the Elm Creek Watershed Management Commission, if appropriate. If the Plans vary from the written terms of this Agreement, the written terms of this Agreement shall control. The Plans are:

Plan A – Preliminary Plat, dated January 6, 2025  
Plan B – Final Plat of DCM Farms  
Plan C – Final Plan set, dated April 9, 2025

7. **Improvements.** Developer shall install and pay for the following improvements (collectively, the “Improvements”) as required to be built within the subdivision as public improvements in accordance with the approved Plans:

- A. Site Grading, Ponding, and Erosion Control
- B. Sanitary Sewer
- C. Watermain
- D. Storm Sewer System
- E. Surface Water Facilities (e.g., pipe, pond)
- F. Filtration Basin
- G. Wetland Buffers
- H. Underground Utilities
- I. Landscaping
- J. Tree Preservation/Protection
- K. Retaining Walls
- L. Setting of Iron Monuments
- M. Surveying and Staking
- N. Street Signs and Traffic Control Signs
- O. Street Lighting
- P. Sidewalks and Trails
- Q. Two Pergolas and entrance monument (with second addition)

The Improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other applicable ordinances. Developer shall submit to the City plans and specifications, which have been prepared by a competent Minnesota professional engineer, for approval by the City Engineer. City Engineer approval shall be provided on the condition that such submittals comply with the Plans and this Agreement. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City’s discretion and at Developer’s expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. Developer shall be responsible for retaining the services of a geotechnical engineer for construction testing. Developer, its contractors and subcontractors, shall follow all instructions received from the City’s inspectors. Developer’s engineer shall provide for on-site project management. Developer’s engineer is responsible for design changes and contract administration between Developer and Developer’s contractor. Developer or Developer’s engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the Improvements and before the security is released, Developer shall supply the City with a complete set of reproducible “as constructed” plans, an electronic file of the “as constructed” plans in an Auto CAD file based upon the Hennepin County coordinate system, all prepared in accordance with City standards.

8. **114<sup>th</sup> Avenue Roundabout.** Developer shall pay \$2 million towards improvements to the intersection of Fernbrook Lane (CSAH 121) and 114<sup>th</sup> Avenue. At the City Council’s

discretion, any excess funds may be applied towards plans and/or improvements to Fernbrook Lane intersections with Rush Creek Parkway, and/or 117<sup>th</sup> Avenue. The Developer shall pay to the City \$125,000 prior to the City releasing the plat of DCM Farms for recording. The Developer shall pay to the City \$1,875,000 prior to the city releasing DCM Farms Second Addition for recording, or subsequent platting of Outlot D for development (whichever occurs first). Any interest earned on the \$1,875,000 held by the City shall be divided by the City and the Developer. The City shall expend such funds (\$2,000,000) prior to January 1, 2035 or the remaining funds shall be returned to the Developer.

9. **Iron Monuments.** In accordance with Minnesota Statutes Section 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

10. **Permits.** Developer shall obtain, or require its contractors and subcontractors to obtain, all necessary permits, including but not limited to the following to the extent required:

- A. City of Dayton for Building Permits
- B. City of Dayton Sign Permit
- C. City of Dayton Right-of-Way Permit
- D. MDH Watermain extension permit. Developer must submit copy to City.
- E. NPDES Construction Stormwater Permit. Developer must submit copy to City prior to construction.
- F. MPCA Sanitary Sewer Extension permit. Developer must submit copy to City.

11. **Dewatering.** Due to the variable nature of groundwater levels and stormwater flows, it will be the responsibility of Developer and Developer's contractors and subcontractors to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. **Time of Performance.** Developer shall install utility, concrete, and base course bituminous installation and all remaining required public improvements, including the final wearing course bituminous, by <DATE>. Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by Developer to reflect cost increases, if any, and the extended completion date.

13. **License.** Developer hereby grants the City, its agents, employees, officers, and contractors a license to enter the Plat to perform all work and inspections deemed appropriate by the City in conjunction with Plat development.

14. **Erosion Control.** Prior to initiating site grading, the Final Grading Plan (Plan C) and Final Erosion Control and SWPPP Plan (Plan C) shall be implemented by Developer, and shall be inspected and approved by the City. All proposed erosion control BMP's, including those identified on PLAN SHEETS 40-49, shall be identified on the SWPPP. Redundant erosion control

BMP's shall be provided around the entire perimeter of all wetlands and infiltration basins. The City may impose additional erosion control requirements if reasonably required.

All areas disturbed by the excavation and backfilling operations shall be sodded—or seeded if explicitly permitted by City Code—within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The City and Developer recognize that time is of the essence in controlling erosion. If Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City shall notify Developer in advance of any proposed action, but failure of the City to do so will not affect Developer's and City's rights or obligations under this Agreement. If Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days after written notice to Developer, the City may draw down the letter of credit to pay any costs. No development, utility, or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

15. **Grading Plan.** The Plat shall be graded in accordance with the approved Final Grading Plan (Plan C). The Plan shall conform to City of Dayton specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits, Developer shall provide the City with an "as constructed" grading plan certified by a Minnesota registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

16. **Street Maintenance, Access During Construction.** Developer shall clean dirt and debris from streets that has resulted from construction work by Developer, their contractors, subcontractors, agents, or assigns. Prior to any construction in the Plat, Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping. Developer shall be responsible for all street maintenance during the construction process. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, Developer shall ensure that the streets are passable to traffic and emergency vehicles. Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from Developer's operation.

In the event dirt and/or debris has accumulated on streets within or adjacent to the Property, City is hereby authorized to immediately commence street cleaning operation if streets are not cleaned

by the Developer after twenty-four (24) hours of the notification of violation. Street cleaning shall be defined as the use of any equipment specifically designed for sweeping, necessary for cleaning dirt, mud and debris from the City right-of-way. If conditions are such that street cleaning operation is immediately necessary, City may perform the necessary street cleaning. City will then bill Developer, as the delinquent party for all associated street cleaning costs. Failure to reimburse City for street cleaning costs within thirty (30) days of such billing shall be cause for default under this Agreement.

Construction traffic access and egress for grading, public utility construction, and street construction is restricted to 113<sup>th</sup> Avenue. No construction traffic is permitted on the adjacent public or private streets.

17. **Ownership of Improvements; Acceptance by the City.**

A. Upon completion of the work and construction required by this Agreement, the Improvements lying within public easements shall become City property without further notice or action.

B. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Agreement.

C. Prior to acceptance of the Improvements by the City, Developer must furnish the following affidavits:

- i. Contractor's certificate
- ii. Engineer's certificate
- iii. Land surveyor's certificate
- iv. Developer's certificate

These affidavits shall certify that all construction has been completed in accordance with the terms of this Agreement.

D. Prior to City acceptance of public improvements and a full and final release of the financial securities required by this Agreement, Developer shall provide the City with final "record" plans, in accordance with the City's most recent engineering guidelines.

E. Upon compliance with this Agreement with respect to public improvements, the City shall give formal notice of acceptance to Developer, and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth in this Agreement.

F. Developer shall, at its expense, prepare any streets located in the subdivision for snowplowing and other maintenance that Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City,

Developer shall pay all such damages and shall indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard to such damage.

18. **City Engineering Administration and Construction Observation.** Developer shall, contemporaneously with the execution of this Agreement, deposit with the City: (1) an escrow of \$<#,> to cover the expenses for engineering administration and construction observation; and (2) an escrow of \$5,000 for legal and planning application review process. Developer shall pay all fees relating to the Project including, but not limited to, legal, engineering, engineering administration, construction observation, planning, recording fees, administrative expenses, and other costs related to this Project.

A. *Engineering Administration.* City engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the Project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security.

B. *Construction Observation.* Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part- or full-time inspection of proposed public utilities.

C. *Administration and Observation Costs.* Fees for engineering administration and construction observation shall be at standard hourly rates that are in effect at the time of execution of this Agreement. The City will provide Developer a listing of the rates charged to Developer for the City's engineering administration and construction observation.

D. *Escrow.* All fees and costs incurred by the City in connection with the Project shall be charged against said escrow account which shall remain in effect until the completion of the Project. Any funds remaining in the escrow accounts after the completion of the Project shall be refunded to Developer. In the event that the escrow accounts herein are depleted, Developer agrees that upon request of the City, Developer shall post additional sums of money to replenish the accounts to their original balance to cover projected City costs as reasonably determined by the City. Developer agrees that the engineering administration and construction observation escrow account shall always have a balance of no less than \$5,000. Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against these escrow accounts.

19. **Claims.** In the event that the City receives claims from labor, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the City shall provide Developer with written notice of such claim or claims and Developer shall have twenty (20) days to satisfy such claim or claims or provide the City with Developer's defense to such claim or claims. In the event such claim or claims are valid and Developer has not provided the City with Developer's defense to such claim or claims, then Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the letter of credit in an amount up to 120 percent (120%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the performance bond deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

20. **Sanitary Sewer Trunk Charge and Sewer Access Charge.** Development of the Plat is subject to a charge for Sanitary Sewer Trunk expenses payable at the time of final plat approval. The Sanitary Sewer Trunk expenses will be \$2,727 x 106 units for a total of \$289,062. Development of the Plat is also subject to a Sewer Access Charge (“SAC”) fee in the amount of \$967 x 106 lots for a total of \$102,502, and a Metropolitan Council Sewer Access Charge (SAC) fee in the amount of \$2,485 X 106 units for a total of \$263,410 for this Plat. Developer shall pay the SAC fee before the building permit is issued.

21. **Water Trunk Charge and Water Access Charge.** Development of the Plat is subject to a charge for Water Trunk expenses payable at the time of final plat approval. The Water Trunk expenses will be \$4,251 x 106 units developed, for a total of \$450,606. Development of the Plat is also subject to a Water Access Charge (“WAC”) fee in the amount of \$5,415 x 106 units for a total of \$573,990. Developer shall pay the WAC fee before the building permit is issued.

22. **Storm Sewer Charge.** Development of the Plat is subject to a charge for Storm Sewer expenses payable at the time of final plat approval. The Storm Sewer expenses will be \$3,669 x 106 units developed, for a total of \$388,914.

23. **Park Dedication.** Developer will pay a park dedication fee of \$476,682 (\$4,497 per unit x 106 = \$476,682) at the time of final plat approval.

24. **Trail Dedication.** Developer will pay a trail dedication fee of \$296,376 (\$2,796 per unit x 106 = \$296,376) at the time of final plat approval.

25. **Engineering Costs.** Developer shall pay special engineering fees, including actual costs. The City will submit invoices to Developer, who shall pay the City within 30-days of invoice.

A. Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering Fee.

26. **Landscaping.** Developer shall follow all requirements of the City’s Zoning Ordinance and the City’s approved landscaping plan dated April 8, 2025.

27. **Tree Preservation.** There are no known Significant Trees or Heritage Trees. No tree preservation is required.

28. **Special Provisions.** The following special provisions shall apply to Plat development:

A. Implementation of the recommendations listed in Planning Report prepared for the June 24, 2025, City Council meeting, and Resolution No. 40-2025

B. All easement documents and all deeds for any outlots (including Outlot G for park land) transferred to the City shall be provided to the City simultaneously with delivery of the final plat for City signatures. Developer shall dedicate to the City on the final plat drainage and utility easements located within the property, including access, as required to serve the site.

C. The lighting plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

D. The irrigation plan must comply with the City of Dayton Zoning and Subdivision Ordinances.

E. Developer shall execute a Stormwater Maintenance Agreement for the infiltration basins on the property. Developer shall provide the City with infiltration test results for each of the proposed infiltration basins. Developer shall obtain soil borings to verify groundwater depth and soil type within the proposed infiltration basin location and submit the data to the City for review. The infiltration basins shall be seeded with MnDOT seed mix 35-221.

F. All construction shall be in accordance with City of Dayton Standards.

G. Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. Developer shall also submit one complete set of reproducible construction plans on paper, in .pdf format, and AutoCAD.

H. Developer is required to establish and maintain a buffer around all wetlands averaging 25 feet, with a minimum width of 10 feet. Developer shall be responsible for placing wetland buffer monuments with location subject to review and approval by the City Engineer. The area within wetlands and buffer zones shall be preserved predominantly in their natural states, except to the extent set forth in Section 1001.27 of the Dayton Zoning Ordinance. Wetlands and buffer zones must be protected by a conservation easement granted to the City by the developer. Any planned disturbance of the wetland buffer area during construction is subject to review and approval by the City Engineer.

I. Developer shall comply with the conditions of the City Engineer's Memo prepared by Stantec dated June 18, 2025.

J. Access shall be provided to all stormwater ponds and shall be contained within Outlots F and H.

K. All proposed buildings shall be constructed a minimum of three (3) feet above adjacent pond or wetland High Water Elevations.

L. All storm sewer structures immediately prior to ponds shall be constructed with a sump a minimum of three (3) feet in depth.

M. Prior to paving the proposed trail along the western edge of the proposed site, storm structure P13 is to be installed along with the downstream storm sewer pipe required to convey drainage without requiring trail removals in the future. This work is to be completed by June 30, 2026. If the future storm sewer system shown within PID 33-120-22-24-0005 is not installed by June 30, 2026, it is the responsibility of the developer to ensure that sufficient storm sewer is installed to be outside of the construction limits as well as ensure the drainage does not negatively impact the areas downstream in its interim condition.



N. Until the final condition storm sewer is installed within PID 33-120-22-24-0005, building permits for Lots 14, 15, and 16, Block 6 will not be issued.

O. The work shown within PID 33-120-22-24-0005 has not been approved and is subject to City Standards at the time of submittal.

29. **Summary of Security Requirements.** To guarantee compliance with the terms of this Agreement, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("Security") for \$7,000,000. The amount of the Security includes all of the security requirements set forth in the preceding sections of this Agreement, and was calculated as follows:

<b>Construction Costs:</b>	
Site Grading (255 lots)	\$1,356,000
Sanitary Sewer	\$1,220,870.25
Watermain	\$768,959.75
Storm Sewer	\$1,421,530.88
Street Construction	\$2,132,533.01
<other>	
<b>Construction Subtotal:</b>	<b>\$5,543,913.89</b>
<b>Other Costs:</b>	
Lot Corners/Iron Monuments	\$
<other>	
<b>Other Costs Subtotal:</b>	<b>\$</b>
<b>TOTAL SECURITIES:</b>	<b>\$</b>
<b>GRAND TOTAL SECURITIES (120%):</b>	<b>\$</b>

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon ten (10) business days prior written notice to Developer, for any violation of the terms of this Agreement and Developer fails to cure such default within such ten (10) day time period. Amounts drawn shall not exceed the amounts necessary to cure the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security shall be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

28. **Summary of Cash Requirements.** The following is a summary of the cash requirements under this Agreement, which must be furnished to the City at the time of final plat approval and execution of this Agreement by the City:

Engineering, City Administration Escrow	\$5,000
Legal and Planning Expenses Escrow	\$5,000
Sanitary Sewer Trunk Charge	\$289,062
Water Trunk Charge	\$450,606
Storm Sewer Trunk Charge	\$388,914
Park Dedication	\$476,682
Trail Dedication	\$296,376
Fernbrook Lane Improvements	\$125,000
<b>TOTAL CASH REQUIREMENTS:</b>	<b>\$2,036,640</b>

The City employs a pass through billing process. The \$5,000 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse Developer within thirty (30) days of receipt of final invoices.

29. **Warranty.** Developer warrants all required improvements against poor material and faulty workmanship. The warranty period for streets is one (1) year. The warranty period for underground utilities as identified in Plan C is two (2) years and shall commence following completion and acceptance by City Council. The one (1) year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The City shall retain ten percent (10%) of the security posted by Developer until the warranty period expires. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. **Responsibility for Costs.**

A. Except as otherwise specified herein, Developer shall pay all costs incurred by Developer or the City in conjunction with the development of the Plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat.

B. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval and development. Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

D. Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is an obligation of Developer and shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

E. Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to building permit fees.

31. **Developer's Default.** In the event of default by Developer as to any of the work to be performed by Developer pursuant to this Agreement, after a ten (10) day written notice of such default has been given to Developer by the City, and Developer has failed to cure such default within the ten (10) day time period, the City may, at its option, perform the work and Developer shall promptly reimburse the City for any expense incurred by the City, provided Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

32. **Miscellaneous.**

A. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

B. Third parties shall have no recourse against the City or Developer under this Agreement.

C. Breach of the terms of this Agreement by Developer shall be grounds for denial of building permits, including lots sold to third parties.

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

E. If building permits are issued prior to the acceptance of public improvements, Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

F. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. This Agreement shall run with the land and shall be recorded against the title to the Property. Developer covenants with the City, its successors and assigns, that Developer is well seized in fee title of the Property being final platted and/or has obtained consents to this Agreement, in the form attached to this Agreement, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

H. Developer shall take out and maintain, or cause to be taken out and maintained, until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy, and Developer shall file with the City a certificate evidencing coverage prior to the City signing the Plat. The certificate shall provide that the City must be given ten (10) days' advance written notice of the cancellation of the insurance.

I. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. Developer may not assign this Agreement without the written permission of the City Council. Developer's obligation under this Agreement shall continue in full force and effect even if Developer sells one or more lots, the entire Plat, or any part of it.

K. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls in the development plans, or special conditions referred to in this Agreement required to be constructed, shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

L. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Developer. Neither party is authorized to act as an agent or on behalf of the other party.

M. The section headings of this Agreement are for reference purposes only, and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

33. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should Developer convey any lot or lots in the Plat to a third party, the City and the owner of that lot or those lots may amend this Agreement as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Private agreements between the owners of lots within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

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

35. **Notices.** All notices provided for in this Agreement must be in writing and shall be hand delivered; by United States mail via prepaid certified mail; or by prepaid overnight mail delivery service providing written evidence of delivery, and addressed as follows:

*If to the City:*

City of Dayton  
ATTN: City Administrator  
Dayton City Hall  
12260 South Diamond Lake Road  
Dayton, Minnesota 55327

*If to Developer:*

Thomas A. Dehn  
Sundance Woods, LLC  
6701 Highway 10 NW  
Ramsey, MN 55303

36. **Incorporation of Recitals and Exhibits.** The Recitals that are at the beginning of this Agreement, and the exhibits that are attached to this Agreement are true and correct, and are incorporated into and made part of this Agreement.

*[Signature pages to follow]*

**CITY OF DAYTON**

BY: \_\_\_\_\_  
Dennis Fisher, Mayor

(SEAL)

BY: \_\_\_\_\_  
Amy Benting, City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Dennis Fisher and Amy Benting, respectively, the Mayor and City Clerk of the City of Dayton, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFTED BY:  
**CAMPBELL KNUTSON**  
***Professional Association***  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
Telephone: (651) 452-5000  
AKLS

**DEVELOPER:**  
**<NAME>**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: Thomas A. Dehn

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_, by \_\_\_\_\_, its  
\_\_\_\_\_ on behalf of <NAME>, a \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
**CAMPBELL KNUTSON**  
***Professional Association***  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
Telephone: (651) 452-5000  
AKLS

**EXHIBIT A  
TO  
DEVELOPMENT CONTRACT**

*Legal Description of Property Prior to Final Plat*

**Parcel 1**

The Southwest Quarter of the Northeast Quarter, Section 33, Township 120, Range 22, and the Southeast Quarter of the Northeast Quarter of Section 33, Township 120, Range 22, except that part thereof described as follows, to-wit: Commencing at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence West on the North line thereof, a distance of 209 feet; thence South and parallel with the East line thereof 627 feet; thence East and parallel with the North line thereof 209 feet; thence North on the East line thereof 627 feet to the point of commencement.

Abstract Property ( Title Commitment File No. 60664 and ORTE750588)

**Parcel 2**

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

Abstract Property ( Title Commitment File No. 60665 and ORTE750588)

**Parcel 3**

The East 250 feet of the North 175 feet of the East Half of Southeast Quarter (E1/2 of SE1/4) of Section 33, Township 120, Range 22, Hennepin County, Minnesota.

Abstract Property (Title Commitment File No. ORTE750588)



**EXHIBIT B  
TO  
DEVELOPMENT CONTRACT**

*Legal Description of Property Following Recording of Final Plat*

Lots 1 through 8, inclusive, Block 1; Lots 1 and 2, Block 2; Lots 1 through 28, inclusive, Block 3; Lots 1 through 31, inclusive, Block 4; Lots 1 through 19, inclusive, Block 5; Lots 1 through 18, inclusive, Block 6; Outlot A; Outlot B; Outlot C; Outlot D; Outlot E; Outlot F; Outlot G; Outlot H; DCM FARMS

DRAFT

**MORTGAGEE CONSENT  
TO  
DEVELOPMENT CONTRACT**

\_\_\_\_\_, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Agreement, agrees that the Development Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
<NAME>

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
**CAMPBELL KNUTSON**  
***Professional Association***  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
Telephone: (651) 452-5000  
AKLS

**FEE OWNER CONSENT  
TO  
DEVELOPMENT CONTRACT**

\_\_\_\_\_, fee owner(s) of all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirm(s) and consent(s) to the provisions thereof, and agree(s) to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
<NAME>

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
**CAMPBELL KNUTSON**  
***Professional Association***  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
Telephone: (651) 452-5000  
AKLS

**CONTRACT PURCHASER CONSENT  
TO  
DEVELOPMENT CONTRACT**

\_\_\_\_\_, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Agreement, affirms and consents to the provisions thereof, and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
<NAME>

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
**CAMPBELL KNUTSON**  
***Professional Association***  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, MN 55121  
Telephone: (651) 452-5000  
AKLS

[BANK LETTERHEAD]

**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_

Date: \_\_\_\_\_

TO: City of Dayton

Dear Sir or Madam:

We hereby issue, for the account of \_\_\_\_\_ and in your favor, our Irrevocable Letter of Credit in the amount of \$\_\_\_\_\_, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_\_, of (Name of Bank)\_\_\_\_\_";

b) Be accompanied by an affidavit signed by the Mayor or City Clerk of the City of Dayton certifying that \_\_\_\_\_ is in default of the Development Agreement with the City of Dayton and that ten (10) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at \_\_\_\_\_ (Address of Bank)\_\_\_\_\_, on or before 4:00 p.m. on November 30, 202\_\_.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Dayton City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Dayton City Administrator, Dayton City Hall, 12260 South Diamond Lake Road, Dayton, MN 55327, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: \_\_\_\_\_

Its \_\_\_\_\_

**ITEM:** Firefighter Resignation

**PREPARED BY:** Fire Chief Gary Hendrickson

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Accept the resignation of Firefighter Lucas Harrod

**BACKGROUND:** We would like to acknowledge and express our appreciation for Lucas's dedication and service to the City of Dayton. Since joining the department in September of 2021, Lucas has consistently demonstrated professionalism, a strong work ethic, and a commitment to the safety and well-being of our community. His contributions, particularly in training and emergency response, have made a positive and lasting impact.

The Dayton Fire Department appreciates Lucas's exceptional work and dedication. His contributions will have a lasting impact on our department.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the resignation of Firefighter Lucas Harrod

**ATTACHMENT(S):**

Resignation Letter

**Lucas Harrod**

18970 Evergreen Ln N  
Dayton MN 55327

**7/8/25**

**Chief Hendrickson and Chief Astrup**

Dayton Fire Department

Dear Chiefs,

I am writing to formally submit my resignation from the Dayton Fire Department, with my last day of service being **July 31, 2025**.

Serving with the department has been one of the most rewarding experiences of my career. I am proud of the work we've accomplished together and deeply grateful for the camaraderie, professionalism, and dedication of the team. This decision did not come lightly, as my time here has shaped me both personally and professionally.

I am committed to making the transition as smooth as possible over the coming weeks. Please let me know how I can assist during this period to help ensure continuity of service and support for the department.

Thank you for the opportunity to serve the Dayton community. I will always carry with me the lessons and experiences gained during my time with the department.

Sincerely,

**Lucas Harrod**

**ITEM:**

Approval of Gambling License for District 10 Hockey September 5<sup>th</sup>

**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 5, 2025 at Dayton Golf Club and this will be a raffle.

**CRITICAL ISSUES:**

There are no outstanding issues.

**RECOMMENDATION:**

Approval of gambling license

**ATTACHMENT(S):**

N/A



**PRESENTER:**

Amy Benting

**ITEM:**

Large Assembly License for the Bunce Production in summer of 2025

**PREPARED BY:**

Amy Benting

**BACKGROUND:**

Bunce Productions is a non-profit organization that holds back yard theatre productions. Bunce Productions first application in 2014 for a large assembly license to be held at 11350 Dallas Lane. Productions were also held in 2015 - 2024. In 2016 improvements for signage to the location and parking were made which improved traffic on Fernbrook Lane. The Dayton Police also provide traffic control. The Bunce production fills out the application and pays for the large assembly permit well in advance every year and it was missed for approval on the agenda before the shows took place this year. Staff wanted to request that with the Police time be waved from invoicing for traffic control. This is being tracked and would go against the budgeted amount.

**RECOMMENDATION:**

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

**ATTACHMENT(S):**

None

**ITEM:**

Cigarette Licenses for 2025 and off sale 3.2 liquor license

**PREPARED BY:**

Amy Benting Assistant City Administrator/City Clerk

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approval of Cigarette Licenses for 2025 and 3.2 off sale liquor license for the new Kwik Trip store located at 17950 Maple Court Dayton

**BACKGROUND:**

All forms and fees have been completed and paid for. This location is anticipated for construction completion September 26, 2025 and the store is scheduled to open for business the following week.

**CRITICAL ISSUES:**

There are not outstanding issues.

**RECOMMENDATION:**

Approval of licenses request

**ATTACHMENT(S):**

None

**PRESENTER:**

Jason Quisberg

**ITEM:**

Dayton HMGP Generators Project - Pay Request No. 6

**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Pay Request No. 6 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 payment was received from the contractor.

Only minor work, system commissioning, and potentially punch list related items remain.

**BUDGET IMPACT:**

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

**RECOMMENDATION:**

We recommend payment in the amount of \$9,120.00 (\$9,600 requested, less 5% retainage).

**ATTACHMENT(S):**

Engineer's cover letter  
Pay Request No. 6 form



Owner: City of Dayton, 12260 S. Diamond Lake Rd., Dayton, MN 55327	Date: August 4, 2025
For Period: 6/3/2025 to 8/4/2025	Request No: 6
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		\$ 201,600.00
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 201,600.00
8	Less Retainage 5%		\$ 10,080.00
9	Subtotal		\$ 191,520.00
10	Less Amount Paid Previously		\$ 182,400.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 6		\$ 9,120.00

Recommended for Approval by:  
**STANTEC**

*Chuck W. Dehulin*

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
<b>BASE BID</b>							
1	CITY HALL/FIRE STATION 2 AND ACTIVITY CENTER/FIRE STATION 1 GENERATORS	LS	1	192000.00	0.050	0.972	\$186,600.00
	TOTAL BASE BID						\$186,600.00
<b>CHANGE ORDER NO. 1</b>							
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						\$186,600.00
	TOTAL CHANGE ORDER 1						\$15,000.00
	<b>WORK COMPLETED TO DATE:</b>						<b>\$201,600.00</b>

**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
<b>Total Change Orders</b>			\$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
6	06/03/2025	08/04/2025	9,120.00	10,080.00	201,600.00

**Material on Hand**

Total Payment to Date		\$191,520.00	Original Contract	\$192,000.00
Retainage Pay No. 6		10,080.00	Change Orders	\$20,236.20
Total Amount Earned		\$201,600.00	Revised Contract	\$212,236.20

**ITEM:**

South Diamond Lake Road Improvements – Safe Routes to School Imps. (Change Order #1)

**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Joint Powers Agreement (JPA) with ISD #11 Regarding Safe Routes to School (SRTS) Improvements on South Diamond Lake Road

**BACKGROUND:**

As Council is aware, the city has been working with ISD #11 on the construction of pedestrian crossing enhancements on South Diamond Lake Road, in front of Dayton Elementary School. As discussed, the construction of the improvements is being completed under a city led contract, with funding for the improvements coming from a SRTS grant awarded to the school district.

To document items relating to the improvements – primarily cost obligations (especially any costs above those available under the grant), ownership and maintenance responsibilities for the infrastructure – a Joint Powers Agreement (JPA) between the city and the school district has been prepared. Attached is a copy of the agreement.

At the time this report was prepared, school district staff had provided “unofficial” approval of the JPA (via email), but had not yet received formal approval from the School Board. The official approval of the agreement is expected at the August 11<sup>th</sup> Board meeting. A copy of the school district-executed agreement will be provided at the Council meeting, if available; otherwise, will be provided when available, for city signatures. Note: the copy included in the packet is a final draft version of the agreement (no changes are anticipated).

**RECOMMENDATION:**

Approve the Joint Powers Agreement (JPA) as prepared

**ATTACHMENT(S):**

Staff report from 7/8/2025 meeting re Change Order #1 – Safe Routes to School (for reference)

Staff report from 7/22/2025 meeting re Change Order #1 – Safe Routes to School (for reference)

Joint Powers Agreement (final version, unsigned)

**ITEM:**

South Diamond Lake Road Improvements – Safe Routes to School Imps. (Change Order #1)

**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Resolution XX-2025 Active Transportation Program Grant Agreement Grant Terms and Conditions

Approve State of Minnesota Safe Routes to School Program Grant Agreement

**BACKGROUND:**

Council approved Change Order #1 for the South Diamond Lake Road Improvements project at their July 8<sup>th</sup> meeting. The staff report from that meeting has been included again here for reference and background.

As mentioned at the July 8<sup>th</sup> meeting, there are additional approvals required to finalize the grant. The remaining approval consists of a Council passed resolution supporting the terms of the grant agreement, along with approval of the grant agreement itself. These are the actions requested at this time.

Drafts of the resolution and grant agreement are included in the packet. Important note: The resolution and agreement included in this packet were drafted using MNDOT templates and information provided by the grant administrator, as instructed; however, MNDOT had not completed their review (to deem as final version) in time for this packet. Though we do not expect any changes, we are not considering these final until we receive confirmation from MNDOT.

We expect to have this confirmation prior to the meeting. We will alert Council if any material changes were in fact required for the final version.

**RECOMMENDATION:**

Approve the resolution and grant agreement as outlined

**ATTACHMENT(S):** Attachments not included

Staff Report from 7/8/2025 meeting re Change Order #1 – Safe Routes to School (for reference)  
Draft Resolution XX-2025 Active Transportation Program Grant Agreement Grant Terms and Conditions

Draft State of Minnesota Safe Routes to School Program Grant Agreement



**ITEM:**South Diamond Lake Road Improvements**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Change Order #1 for the South Diamond Lake Road Improvements Project

**BACKGROUND:**

As was shared back in April, at the time of contract award, the Anoka-Hennepin School District is working on a project involving pedestrian crossing improvements, in front of Dayton Elementary. At the time this was shared, we were hopeful the school district's project could be completed prior to the city's project, being that the pedestrian crossing improvements will certainly impact the resurfacing included with the planned work. The actual timeline did not allow this to happen.

In effort to better coordinate the improvements, and impacts, of these two projects, adding the pedestrian crossing work to the city's existing construction contract via change order is proposed. This would allow construction of the pedestrian improvements prior to the resurfacing, eliminating the re-work that would occur if completed on separate timelines, as well as resulting in a more uniform final product, avoiding cold joints in the pavement.

Some important notes for consideration of this change order:

- Construction of the pedestrian crossing improvements (all work under the change order) will be funded using a Safe Routes to School (SRTS) grant
- Improvements generally consist of road widening, construction of a pedestrian refuge (concrete median), and installation of (3) rapid flashing beacons (similar to what is there now, with a center flasher being added).
- A joint powers agreement (JPA) between the school district and the city has been drafted, the primary conditions being:
  - The school district (or SRTS grant) will be responsible for construction costs of said improvements, plus 10% for engineering and administration related to the improvements
  - The city will own and maintain the improvements after acceptance
- This (project delivery) process has been coordinated with city staff, the city's contractor, the school district, and the SRTS grant administrator (MNDOT)

**Estimated Costs-Revenues:**

The contractor's estimate for the pedestrian crossing work is \$174,638.29. See attached change order form, which includes a cost breakdown of the work. Approval of this change order will increase the construction contract amount. However, as mentioned, the cost obligation of the city will not change, as all costs associated with the change order will be reimbursed by the school district (or SRTS grant)

There is another work item related to the pedestrian crossing improvements not accounted for in the change order. The flashers (the equipment) are to be supplied (purchased) by the owner, then will be installed as part of the construction contract (installation is accounted for in the change order). Because the city holds the construction contract, and will ultimately be the owner of the improvements, the city will be purchasing the equipment.

This cost is also covered by the grant. We will be submitting a forced account request with MNDOT for the equipment purchase (estimated to be about \$27,000) to allow grant funds to be released for the cost.

	Previous Est.	Revised Est.	Note
Total Construction:	\$807,700	\$982,300	Add CO = \$174,600
Equipment (flashers) purchase	\$0	\$27,000	Add equipment = \$27,000
Engineering:	\$73,000	\$90,460	Add \$17,460 (10%) for CO
Other Indirect Costs:	\$25,000	\$25,000	
<b>Total Project:</b>	<b>\$905,700</b>	<b>\$1,124,760</b>	
Add'l Pavement Markings:	-\$18,500	-\$18,500	
Est Rogers Cost:	-\$40,200	-\$40,200	
School District (SRTS grant)	-\$0	-\$219,060	=Equipment + (CO+10%)
<b>Dayton SDLR Costs:</b>	<b>\$847,000</b>	<b>\$847,000</b>	

**Schedule:**

The contractor anticipates starting July 14<sup>th</sup> or the 21<sup>st</sup> and will have the improvements completed prior to the start of school.

**Other information:**

There will be additional approvals required to finalize the STRS grant. The process for these approvals is underway. It is expected that the information will be presented at the July 22<sup>nd</sup> Council meeting.

**RECOMMENDATION:**

Approve Change Order #1 for the South Diamond Lake Road Improvements project

**ATTACHMENT(S): Attachments not included**

Change Order #1 (including contractor quote)

Pedestrian crossing improvements – plan sheet

## JOINT POWERS AGREEMENT

**THIS JOINT POWERS AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the **CITY OF DAYTON**, a Minnesota municipal corporation (“City”), and **INDEPENDENT SCHOOL DISTRICT NO. 11**, a Minnesota public corporation (“District”).

### RECITALS

A. Minnesota Statutes § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power.

B. The City is the street authority for the road right-of-way (“ROW”) that is improved with South Diamond Lake Road in the City of Dayton.

C. The City has awarded a contract for a mill and overlay project for South Diamond Lake Road (the “City Project”), with project funding supported by the Municipal State-Aid Street system as authorized by the Minnesota Constitution, Article XIV, subd. 8, through the Minnesota Department of Transportation (“MNDOT”).

D. The District owns and operates Dayton Elementary School, which is located on South Diamond Lake Road in the City of Dayton, County of Hennepin, State of Minnesota.

E. MNDOT has approved grant funding through its Safe Routes to School program in the amount of \$174,638.29, and through a Force Account Agreement for State Aid for Local Transportation in the amount of \$14,376.61, for the improvements described in Recital G of this Agreement.

F. Related to this grant funding, the City has executed or will execute that certain Safe Routes to School Program Grant Agreement (MNDOT Agreement No. 1060695) (the “Grant Agreement”), which establishes the terms and conditions by which MNDOT will provide grant funding to the City for the District Improvements (the “Grant Funds”).

G. The improvements for which the MNDOT grant funding will be used includes the construction of certain improvements within the ROW and the purchase of certain equipment, including road widening and paving, as well as crosswalk improvements that include pedestrian ramps, trail paving, a refuge island in the form of a concrete median, and signage, including rectangular rapid flashing beacons (“RRFBs”) and associated electrical lines and equipment (collectively, the “District Improvements”).

H. The District commissioned plans for the District Improvements from Bolton & Menk, which are compatible with the plans for the City Project.

I. Given the location of the District Improvements within the City’s ROW, and for efficiency of cost, reduced road disruption, reduced project conflicts, and coordinated timing, the

City and the District wish to jointly complete the City Project and the District Improvements by adding the District Improvements to the City Project pursuant to the terms of this Agreement.

J. The City Council of the City of Dayton has approved a change order to add the District Improvements to the City Project, and the City Engineer has approved the Force Account Agreement for the purchase of the RRFBs and associated equipment.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained in this Agreement, the City and the District agree as follows:

1. **Joint Exercise of Powers.** The City shall add the District Improvements to the City Project for the work to be completed as one project (the “Combined Project”). The City and the District shall cooperate with the execution of any other paperwork as may be required to accomplish completion of the Combined Project.

2. **Combined Project Funding.** The City shall use its Municipal State Aid funds pay for the cost of the base bid of the City Project, and shall use the Grant Funds, according to the terms of the Grant Agreement, to construct the District Improvements and to purchase the RRFBs and associated equipment. The District shall pay the City an amount equal to 10% of the entire construction cost of the District Improvements, or \$15,000, whichever is greater, for contract modifications, coordination, construction oversight and administration, material testing, and any other costs related to the construction of the District Improvements (the “District Construction Payment”). In addition to the District Construction Payment, if the full construction cost of the District Improvements exceeds the amount of the Funds, the District shall pay the City for the full amount that exceeds the amount of the Grant Funds (the “District Excess Payment”).

3. **Contract Billing.** Upon substantial completion of the Combined Project, the City will send an invoice to the District for reimbursement of the District Construction Payment and the District Excess Payment for the construction costs incurred for the District Improvements up to the date of substantial completion. Upon final closeout of the Combined Project, the City will send an invoice to the District for reimbursement of any remaining costs related to the District Improvements. All invoices shall be paid by the District within 30 days of receipt by the District.

4. **Ownership of the District Improvements.** Upon completion of the Combined Project, the City shall own the District Improvements that are located within the City ROW, and shall be responsible for all ongoing maintenance, repair, replacement, or removal as determined by the City in its sole discretion.

5. **Termination.** This Agreement shall not be terminated after the commencement of construction of any component of the Combined Project. Upon substantial completion of the Combined Project, and the District has made final payment for the District Construction Payment and the District Excess Payment, this Agreement shall terminate by its terms without any further action required by either the City or the District.

6. **Governing Law and Amendments.** This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both parties.

7. **Binding Agreement.** This Agreement constitutes the entire agreement between the City and the District regarding this matter, and is binding on the City and the District until it expires or is terminated as provided in this Agreement.

8. **Indemnification.** The City and the District each agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, contractors, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party or performance or failure to perform the duties of the indemnifying party or its officers, contractors, agents, or employees under this Agreement. Nothing in this Agreement shall constitute a waiver of limitation of any immunity or limitation on liability to which the Parties are entitled. Pursuant to Minnesota Statutes §471.59, subd. 1a(a), as amended, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability; provided, however, that each party expressly declines responsibility for the acts or omissions of the other. Nothing in this Agreement shall be construed to waive or limit any immunity from, or limitation on, the liability of either party as provide by law. Under no circumstances shall a party be required to pay on behalf of itself and other parties, any amounts on excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for the two parties may not be added together or stacked to increase the maximum amount of liability for any party. This section shall survive any termination or expiration of this Agreement and will also remain subject to the liability limitations as provided above.

9. **Insurance.** The City agrees that any contract related to the Combined Project shall include clauses that will: (1) Require the contractor to indemnify and hold harmless the District, its officers, employees, or agents from any liability, claim, demand, judgment, expense, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors; 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain insurance commensurate with the City's standard requirements for similar projects.

10. **Notices.** For the purpose of delivery of any notice required by this Agreement, notice shall be effective if delivered certified or registered United States mail, return receipt requested, postage prepaid or hand delivered to:

*If to the City:* City of Dayton  
12260 South Diamond Lake Road  
Dayton, MN 55327  
ATTN: City Administrator

*If to the District:* Independent School District No. 11  
2727 North Ferry Street  
Anoka, Minnesota 55303  
ATTN: Greg Cole, Chief Operations Officer

or at such other address as either party may notify the other in accordance with this Section.

11. **Audits.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, any books, records, documents, and accounting procedures and practices of the City or the District relevant to this Agreement are subject to examination by the City or the District, and either the Legislative Auditor or the State Auditor as appropriate. The City and the District agree to maintain these records for a period of seven years from the date of performance of all services covered under this Agreement.

12. **Not Construed Against Drafter.** The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.

13. **Representations.** Each party executing this Agreement represents to the other that those signing below on its behalf are authorized to enter into this Agreement and to bind its organization to its terms and conditions.

14. **Counterparts.** For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

15. **Incorporation of Recitals.** The Recitals at the beginning of this Agreement are each true and correct, and are incorporated into and made part of this Agreement.

*[signature page follows]*

**IN WITNESS WHEREOF**, the City and the District have executed this Joint Powers Agreement through their duly authorized officers and representatives to be effective as of the Effective Date first written above.

**CITY OF DAYTON**

By: \_\_\_\_\_  
Dennis Fisher, Mayor

By: \_\_\_\_\_  
Amy Benting, City Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 11**

By: \_\_\_\_\_  
\_\_\_\_\_  
[printed name]  
\_\_\_\_\_  
[printed title]

By: \_\_\_\_\_  
\_\_\_\_\_  
[printed name]  
\_\_\_\_\_  
[printed title]

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**ITEM:** Permission to Hire Firefighters

**PREPARED BY:** Fire Chief Gary Hendrickson

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve the conditional hiring of four new firefighters for the Dayton Fire Department and formally hire four firefighters who were a part of the 2024 hiring process.

**BACKGROUND:** The Dayton Fire Department is requesting authorization to conditionally hire the following individuals as firefighters, pending successful completion of their medical examinations and psychological evaluations:

- Chris Kummer
- Jake Bergeson
- Amber Hassan
- Patrick Brinton

Additionally, due to staff oversight, the following individuals, who completed the hiring process in 2024, were never formally presented to the City Council for approval. We are requesting that the City Council officially approve their hiring at this time:

- Andrew Marshall
- Scott Shelby
- JT Bernens
- Mary Hoppe

These hires are essential to maintaining operational readiness and supporting the department's staffing model.

**Recommendation:**

Staff recommends approval of the conditional hiring of Chris Kummer, Jake Bergeson, Amber Hassan, and Patrick Brinton, and the formal hiring of Andrew Marshall, Scott Shelby, JT Bernens, and Mary Hoppe.

**CRITICAL ISSUES:** None



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**PRESENTER:** Marty Farrell

**ITEM:** Approval of Well Head treatment Change Order #4 from Magney Construction for \$12,990.80

**PREPARED BY:** Marty Farrell

**POLICY DECISION/ACTION TO BE CONSIDERED:** Approval of Well Head Treatment Plant Change Order #4 from Magney Construction.

**BACKGROUND:** Change Order #4 The Change Order represents Custom Color Match for door Paint, Plumbing updates additional piping for changed location, Chemical feed piping changes.

**BUDGET IMPACT:**

The total Magney Contract budget excluding Change Orders	\$7,256,700.00
Total Magney Contract including Changer Order #1 #2 #3 #4	\$7,520,746.46
Total remaining Magney Contract budget including Change Orders	\$2,864,622.73

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

**RECOMMENDATION:** Approve change order #4 from Magney Construction for \$12,990.80.

**ATTACHMENT(S):** Change Order #4, budget spreadsheets

Project Financial Breakdown		Magney		Magney Contract Balance	
Date	Pay Application/Change Order	Magney Pay App Amount	Magney Change Orders	Magney Contract Balance	
	Starting Balance			\$	7,256,700.00
	Pay Application 1 (Magney)	\$ 220,114.44		\$	(220,114.44)
	Pay Application 2 (Magney)	\$ 121,201.36		\$	(121,201.36)
	Pay Application 3 (Magney)	\$ 325,410.38		\$	(325,410.38)
	CO#1		\$ 33,873.28	\$	33,873.28
2/5/2024	Pay Application 4 (Magney)	\$ 475,489.08		\$	(475,489.08)
3/1/2024	Pay Application 5 (Magney)	\$ 238,137.78		\$	(238,137.78)
4/2/2024	Pay Application 6	\$ 75,375.85		\$	(75,375.85)
5/2/2024	Pay Application 7	\$ 237,614.95		\$	(237,614.95)
6/3/2024	Pay Application 8	\$ 740,678.00		\$	(740,678.00)
7/23/2024	Pay Application 9	\$ 27,835.00		\$	(27,835.00)
7/17/2024	CO#2		\$ 45,000.00	\$	45,000.00
12/2/2024	Pay Application 10	\$ 505,636.31		\$	(505,636.31)
2/19/2025	CO#3		\$ 172,182.38	\$	172,182.38
3/31/2025	Pay Application 11	\$ 976,450.47		\$	(976,450.47)
5/1/2025	Pay Application 12	\$ 280,900.97		\$	(280,900.97)
5/30/2025	Pay Application 13	\$ 239,382.06		\$	(239,382.06)
5/20/2025	WCD 03 Non Standard paint cost \$231.00 included on CO#4		\$ -	\$	-
6/13/2025	WCD 04 Plumbing changes \$3806.76 included on CO#4	\$ -	\$ -	\$	-
7/1/2025	Pay Application 14	\$ 191,897.08		\$	(191,897.08)
7/17/2025	CO#4		\$ 12,990.80	\$	12,990.80
	Work Change Directive (WCD)				
		\$ 4,656,123.73	\$ 264,046.46	\$	2,864,622.73

<b>AS OF 08-5-2025</b>		
Contract Balances to Project Close Out		
Magney	\$	2,864,622.73
B&V	\$	220,734.56
AET	\$	32,461.90
<b>Remaining Contract Balances Total</b>	<b>\$</b>	<b>3,117,819.19</b>
Project Starting Balance	\$	8,194,300.00
Minus total pay apps to date	\$	(4,940,527.27)
<b>Remaining Project Balance</b>	<b>\$</b>	<b>3,253,772.73</b>
Remaining Project Balance	\$	3,253,772.73
Minus remaining Contract Balances	\$	(3,117,819.19)
<b>Contingency</b>	<b>\$</b>	<b>135,953.54</b>

## Change Order No. 4

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DATE OF ISSUANCE 07/17/2025 EFFECTIVE DATE 08/12/2025

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Owner: City of Dayton, MN  
Contractor: Magney Construction, Inc.  
Contract: Dayton Filtration Plant Wells 4 & 5  
Project: City of Dayton Filtration Plant Wells 4 & 5  
Engineer's Project No.: 414098

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Owner and Contractor agree to make the following changes in the Contract Documents:

Description:

**Item 1:** WCD 03 – Door Custom Color Match - \$231.00

This Work Change Directive accounted for the additional cost for painting the doors a custom color to match the adjacent existing Well 4 building.

**Item 2:** WCD 04 – Plumbing Updates - \$3806.76

This Work Change Directive changes the piping material, pump requirements, and adds insulation and extended concrete encasement for the sanitary sewer piping to comply with MN DLI requirements.

**Item 3:** WCD 05 – Chemical Feed Changes - \$8,953.04

This Work Change Directive changes the chemical feed piping to tubing to allow for easier future replacement.

Various Field Orders (no cost, no schedule change) attached for project documentation.

Attachments:

WCD 03 – Door Custom Color Match  
WCD 04 – Plumbing Updates  
WCD 05 – Chemical Feed Changes  
FO 2 – Hatch Curb Changes

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$7,256,700.00

Net Increase (Decrease) from previous  
Change Orders:

\$251,055.66

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Substantial Completion: 12/31/2024  
Final Completion: 01/31/2025

Net change from previous Change Orders:

Substantial Completion: 396 Days  
Final Completion: 393 Days

Contract Price prior to this Change Order:

\$7,507,755.66

Contract Times prior to this Change Order:

Substantial Completion: 01/31/2026  
Final Completion: 02/28/2026

Net increase (decrease) of this Change Order:

\$12,990.80

Net increase (decrease) this Change Order:

Substantial Completion: 0 Days  
Final Completion: 0 Days

Contract Price with all approved Change Orders:

\$7,520,746.46

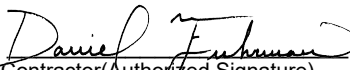
Contract Times with all approved Change Orders:

Substantial Completion: 01/31/2026  
Final Completion: 02/28/2026

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: 7/17/2025

## WORK CHANGE DIRECTIVE

No. 03

DATE OF ISSUANCE 05/20/2025

EFFECTIVE DATE 05/20/2025

Owner: City of Dayton, MN

Contractor: Magney Construction, Inc.

Contract: Dayton Filtration Plant Wells 4 & 5

Project: City of Dayton Filtration Plant Wells 4 & 5

Engineer's Project No.: 414098

Contractor is directed to proceed promptly with the following change(s):

Description:

Provide a custom color match for the doors and frames to match the "Interstate Green" color of the louvers.

Attachments: COR 6 – Custom Door Color

### Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times, is issued due to:

- ☐ Non-Agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

### Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Estimated increase (decrease) in Contract Price:

\$ 231.00

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

### Basis of estimated change in Contract Price:

- ☐ Unit Price
- ☐ Lump Sum
- ☒ Cost of the Work
- ☐ Other

AUTHORIZED BY:

  
Owner (Authorized Signature)

Title: P.W. DIRECTOR.

Date: 5/20/2025.

## Gilbert, Tyler

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**From:** Dan Fuhrman <dfuhrman@magneyconstruction.com>  
**Sent:** Monday, May 19, 2025 7:51 AM  
**To:** Gilbert, Tyler; Clapp, Benjamin R.; Rasmussen, Jackson  
**Subject:** FW: 5-19-25 5-1-25 3-6-25 3-1-25 1-20-25 Dayton WTP - Material Samples Selections

**Caution - External Email:** This email originated outside of Black & Veatch. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Tyler,

I'm being told this morning that Edgewater charges \$231 for the custom color match for the doors. Do you want to run this by the City and see if we should still proceed with making the doors "Interstate Green"?

Thanks,

### **Dan Fuhrman**

Project Manager  
Cell: 612.558.8045  
Office: 952.474.1674 Ext 301  
[dfuhrman@magneyconstruction.com](mailto:dfuhrman@magneyconstruction.com)



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**From:** Jon Determan <jon@davidhardware.net>  
**Sent:** Monday, May 19, 2025 7:10 AM  
**To:** Dan Fuhrman <dfuhrman@magneyconstruction.com>  
**Subject:** 5-19-25 5-1-25 3-6-25 3-1-25 1-20-25 Dayton WTP - Material Samples Selections

Dan,

They finally got back to me. The added cost is \$231.00 for the custom color match.

Jon Determan  
Senior Project Manager



A CORNERSTONE IN COMMERCIAL HARDWARE

**DAVIDHARDWARE** INC.

10990 60th Street North, Stillwater MN 55082

Phone: 651-429-8421 Fax: 651-207-6366 Web: [davidhardware.net](http://davidhardware.net)



## WORK CHANGE DIRECTIVE

No. 04

DATE OF ISSUANCE 06/10/2025

EFFECTIVE DATE 06/13/2025

Owner: City of Dayton, MN

Contractor: Magney Construction, Inc.

Contract: Dayton Filtration Plant Wells 4 & 5

Project: City of Dayton Filtration Plant Wells 4 & 5

Engineer's Project No.: 414098

Contractor is directed to proceed promptly with the following change(s):  
Description:

To satisfy MN Department of Health requirements, and to account for differences in the location of the sanitary sewer line onsite, proceed with the following changes:

1. Remove the integral hatch drains intended for the reclaim basin access hatch frames from the scope of supply. Provide suitably sized access hatches without integral drains, and do not install the drain piping within the operating slab as originally intended.
2. Install the 4-inch sanitary piping to the approximate location shown on the attached updated sheet C-203. This location is approximately 130-feet east and 15-feet south of the originally shown location, requiring less trenching. Contractor to field verify sanitary connection location.
  - a. Sanitary force main shall cross the existing branch to the fire hydrant in accordance with MN Dept of Health clearance requirements. Extend concrete encasement to all locations where the required 10-foot separation is not maintained.
  - b. Install 4-inches of rigid foam insulation above the concrete encased sanitary line between the building exit and the end of the concrete encasement. Insulation shall be R-5, with a minimum compressive strength of 40psi. Insulation shall extend 2-feet past each edge of the pipe.
3. Provide sump pumps with the flow and head conditions shown on the sump pump schedule on the attached updated sheet P-601.
4. Provide plumbing pipe types as detailed in the schedule on newly issued sheet P-502.

Attachments: C-203, P-101, P-502, P-601, and COR 4 – Plumbing Changes (REV\_1)

### Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times, is issued due to:

- ☐ Non-Agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

### Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Estimated increase (decrease) in Contract Price:

\$ 3,806.76

Estimated increase (decrease) in  
Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.


If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

---

**Basis of estimated change in Contract Price:**

- ☐ Unit Price
  - ☒ Lump Sum
  - ☐ Cost of the Work
  - ☐ Other
- 

AUTHORIZED BY:

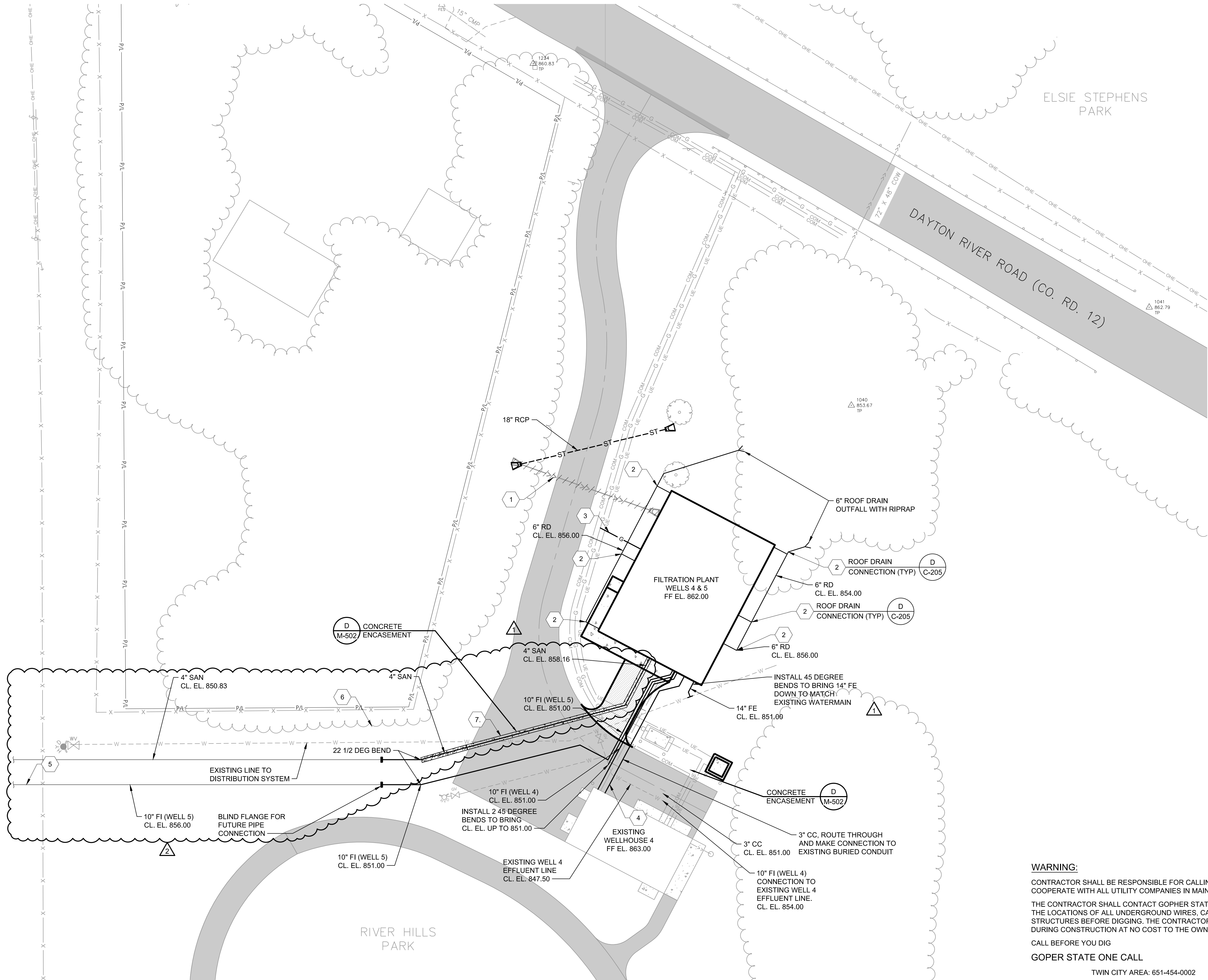


Owner (Authorized Signature)

Title: PW DIRECTOR.

Date: 6/13/25.

PLOTTED: 5/8/2024 9:55:52 AM  
FILE: C:\PW\WORKING\BW\AMERICAS\_2\01727802\C-203.DWG  
FD1000  
D11000



**WARNING:**

CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPER STATE ONE CALL

TWIN CITY AREA: 651-454-0002

TOLL FREE: 1-800-252-1166

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4 87

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

*Benjamin R. Clapp*

BENJAMIN R. CLAPP

DATE: 03/29/2024

LICENSE NO.: 48510

**DAYTON FILTRATION  
PLANT WELLS 4 & 5**

2 3/18/25 FIELD ORDER NO. 1

9/22/23 CONFORMED DRAWINGS

1 8/9/23 ADDENDUM 1

REVISIONS AND RECORD OF ISSUE

DESIGNED: JDR

DETAILED: RCB

CHECKED: TAG

APPROVED: BRC

DATE: 4/5/2023

PROJECT NO.: 414098

SITE

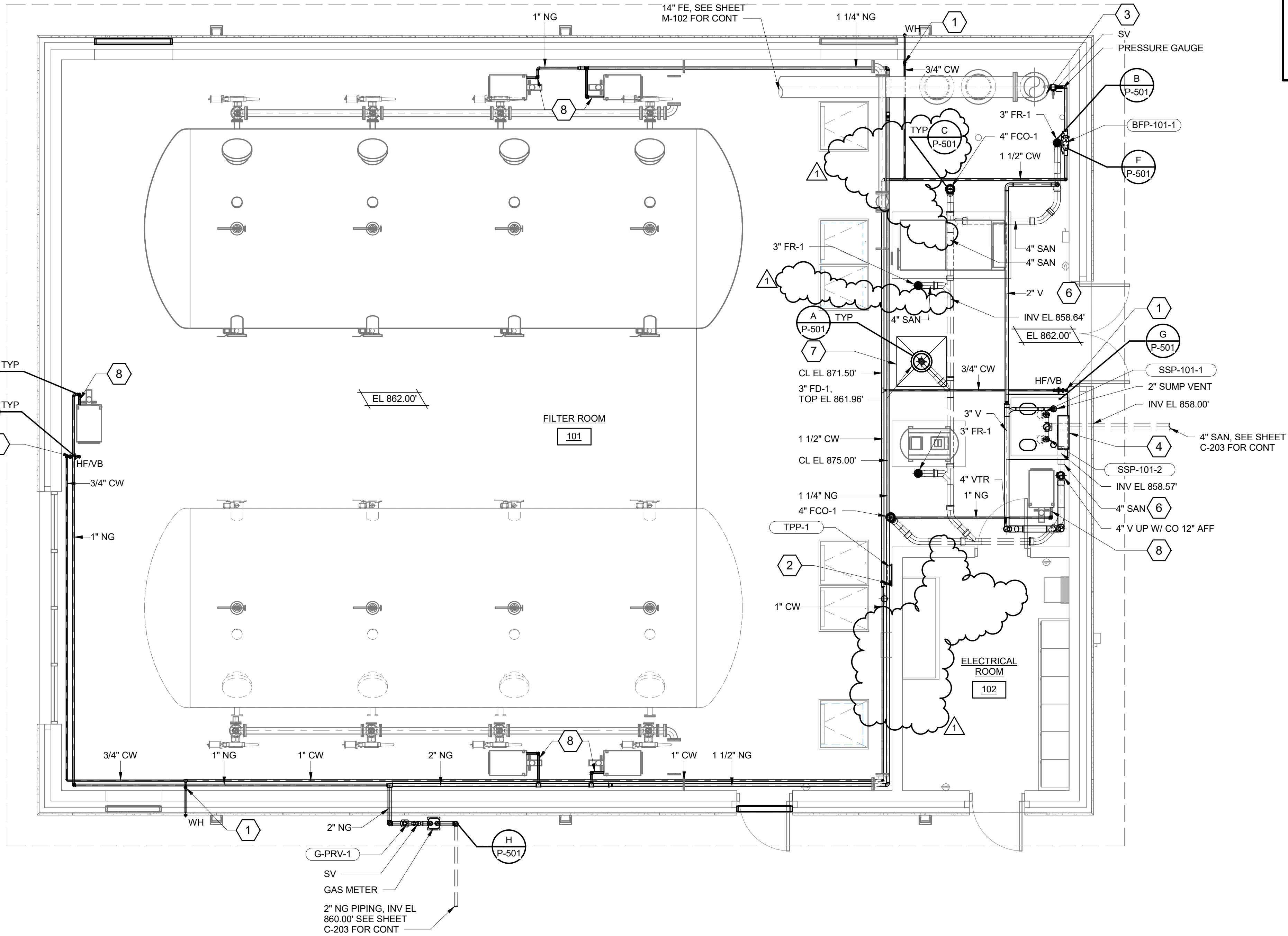
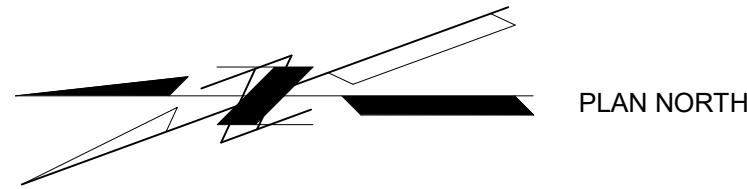
CIVIL

PIPING PLAN

C-203

OF





OPERATING LEVEL - PLUMBING PLAN  
1/4" = 1'-0"

SHEET KEYNOTES

- 3/4" CW DOWN W/ SV IN RISER.
- 3/4" CW DROP TO ELECTRONIC TRAP PRIMER PANEL W/ SV IN DROP. SEE SPEC 22 00 00. ROUTE 1/2" TRAP PRIMER CONNECTIONS TO ALL TRAPS.
- 1 1/2" CW TO 14" FE, PROVIDE CONNECTION +/- 36" AFF.
- DUPLEX ALTERNATING SUMP PUMP CONTROL PANEL, SERVING SSP-101-1 AND SSP-101-2, 480V-3 PH POWER CONNECTION.
- FIELD ROUTE 2" ACCESS HATCH DRAIN PIPING TO 4" SAN PIPING, PROVIDE P-TRAP (W/ 1/2" TRAP PRIMER CONNECTIONS) AT WELDED COUPLING AT ACCESS HATCH FRAME.
- COMBINATION WASTE AND VENT SYSTEM.
- 3'-0"x3'-0" CAPTURE AREA, SLOPE TOP OF CONCRETE FROM HIGH POINTS TO LOW POINT AT FLOOR DRAIN AT 1/8" PER 1'-0", SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 1" NATURAL GAS DOWN TO UNIT HEATER, CONNECT PER MANUFACTURER'S INSTRUCTIONS.



Black & Veatch Corporation  
Minneapolis, Minnesota

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

KEVIN MATTHEW CAHILL

DATE:

LICENSE NO.: 53701



DAYTON FILTRATION  
PLANT WELLS 4 & 5

1 3/18/25 FIELD ORDER NO. 1  
REVISIONS AND RECORD OF ISSUE

DESIGNED: KMO  
DETAILED: BAR  
CHECKED: KMC  
APPROVED: KMC  
DATE: 7/10/2023

PROJECT NO.: 414098

DAYTON FILTRATION PLANT  
WELLS 4 & 5

PLUMBING

OPERATING LEVEL  
FLOOR PLAN

P-101

53  
OF  
76

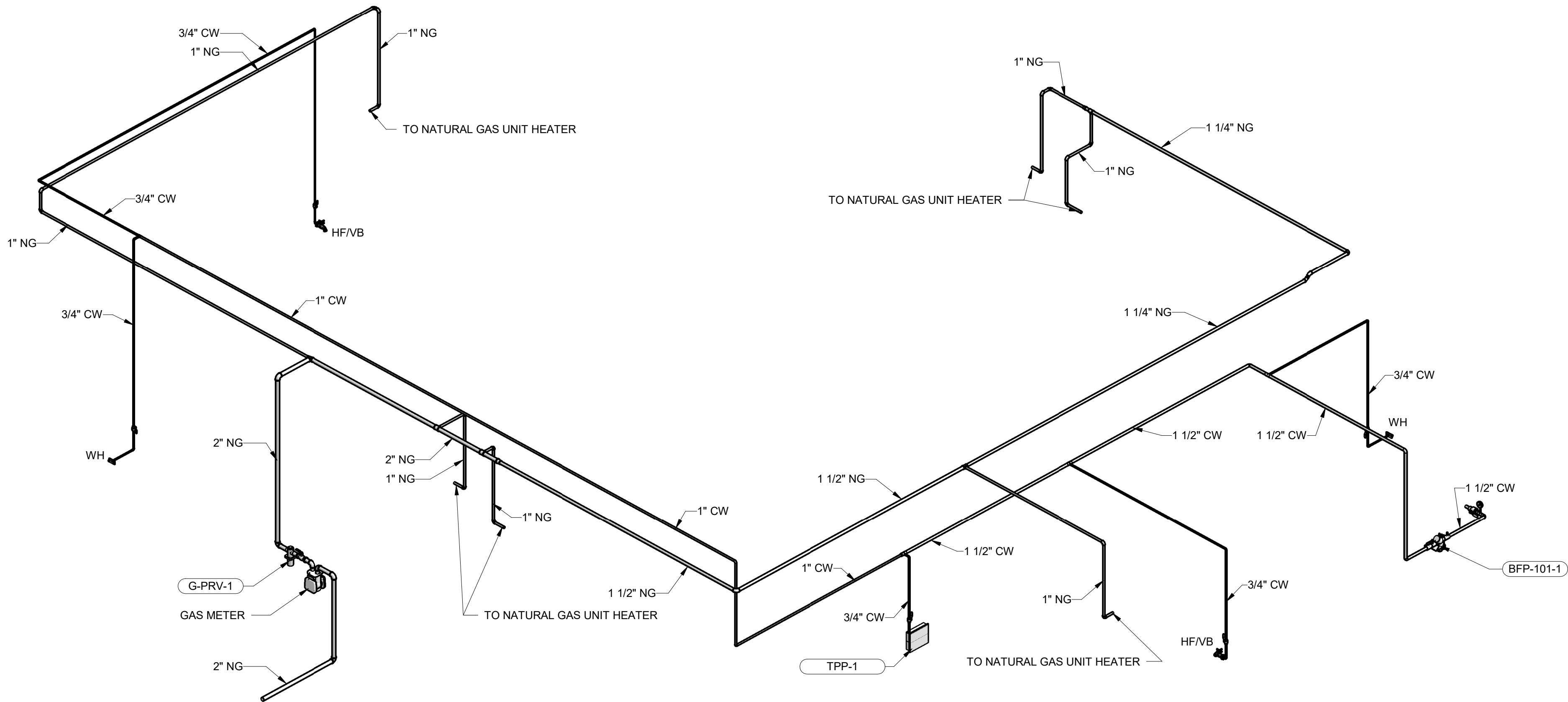
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FILE: BM 380/4/11932\_414098 - Dayton Wellhead Well/WELL HEAD FILTRATION BLDG.rvt  
REVIT VERSION: 2021  
D11000

PIPE SCHEDULE

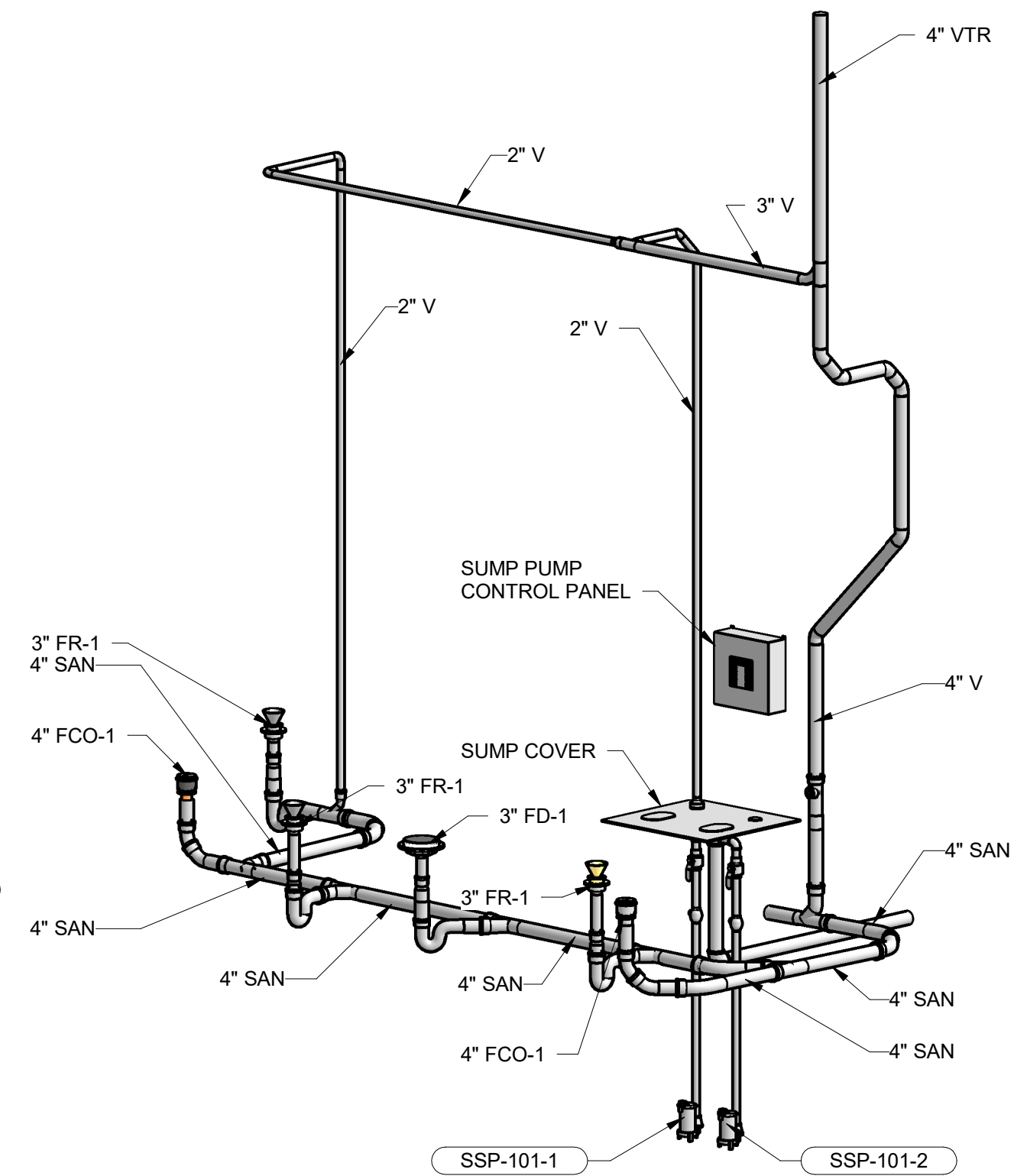
PROCESS CODE	SERVICE	SIZE	TEST PRESSURE	PIPE MATERIAL	STANDARDS	FITTINGS
C	CONDENSATE	ALL	20 PSI	STD WEIGHT GALVANIZED STEEL	ASTM A53 TYPE E	ANSI B16.3 CLASS 150 THREADED FITTINGS
CW	COLD (POTABLE) WATER	ALL	60 PSI	SCH 80 CPVC	ASTM F441 NSF APPROVED	ASTM F439 SOLVENT WELDED JOINTS
NG	NATURAL GAS	ALL	20 PSI	STD WEIGHT STEEL	ASTM A53 TYPE S	ANSI B16.11 CLASS 3000 SOCKET WELDED JOINTS
SAN	SANITARY DRAINAGE	ALL	20 PSI	DWV PVC	ASTM D1785 NSF APPROVED	ASTM D2665 SOLVENT WELDED JOINTS
SAN	SANITARY - BURIED	ALL	20 PSI	C900 PVC	AWWA C900	AWWA C110 DUCTILE IRON
V	VENT	ALL	-	DWV PVC	ASTM D1785 NSF APPROVED	ASTM D2665 SOLVENT WELDED JOINTS

1

1



WATER AND GAS ISOMETRIC



SANITARY ISOMETRIC

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

KEVIN MATTHEW CAHILL

DATE:

LICENSE NO.: 53701

DAYTON FILTRATION  
PLANT WELLS 4 & 5

1 3/18/25 FIELD ORDER NO. 1  
REVISIONS AND RECORD OF ISSUE

DESIGNED: KMC  
DETAILED: BAR  
CHECKED: KMC  
APPROVED: KMC  
DATE: 7/10/2023

PROJECT NO.: 414098

DAYTON FILTRATION PLANT  
WELLS 4 & 5

PLUMBING

ISOMETRICS

P-502

OF  
76



PLOTTED: 10/10/2023 9:06:03 PM  
 FILE: BM\_360/A111932\_414098 - Dayton Wellhead Well/WELL HEAD FILTRATION BLDG.vrt  
 REVIT VERSION: 2021  
 011000

PLUMBING EQUIPMENT SCHEDULE					
UNIT NUMBER	MANUFACTURER	MODEL	DESCRIPTION	APPROX WEIGHT (LBS)	NOTES
TPP-1	PRECISION PLUMBING PRODUCTS, INC.	PTS-10	ELECTRONIC TRAP PRIMING PANEL, SURFACE MOUNTED, 3/4" NPT INLET, 1/2" TUBE CONNECTIONS, 120 VOLT, 6 WATTS, 10 END CONNECTIONS.	---	---

PIPING ACCESSORIES SCHEDULE				
UNIT NUMBER	MANUFACTURER	MODEL	DESCRIPTION	NOTES
FCO-1	SMITH	4111 SERIES	EXTRA HEAVY DUTY CAST IRON FLOOR CLEANOUT, ROUND ADJUSTABLE SECURED NICKEL BRONZE TOP.	---
FD-1	SMITH	2310 SERIES	MEDIUM DUTY CAST IRON FLOOR DRAIN, FLASHING COLLAR, ADJUSTABLE TOP, NICKEL BRONZE ROUND GRATE, TRAP PRIMER CONNECTION.	---
FR-1	SMITH	3811 SERIES	CAST IRON FUNNEL RECEPTOR, WATER STOP FLANGE, THREADED OR NO-HUB CONNECTION, CHEMICAL RESISTANT COATING (INTERIOR AND EXTERIOR), DOME BOTTOM STRAINER.	---

BACKFLOW PREVENTER SCHEDULE								
UNIT NUMBER	LOCATION	MANUFACTURER	MODEL	SERVICE	BODY SIZE (IN)	MAXIMUM FLOW (GPM)	MAXIMUM PRESSURE DIFFERENTIAL (PSI)	NOTES
BFP-101-1	101 - FILTER ROOM	WATTS	LF919	NON-POTABLE WATER	1 1/2	---	12	1

PRESSURE REDUCING VALVE SCHEDULE													
UNIT NUMBER	LOCATION	MANUFACTURER	MODEL	SERVICE	TYPE	FLOW RATE (GAS-SCFH, AIR-SCFM, WATER-GPM)			REDUCED PRESSURE SETPOINT (PSI, IN WC)	INLET PRESSURE (PSI, IN WC)		MINIMUM PRESSURE AT MAXIMUM FLOW (PSI, IN WC)	NOTES
						MINIMUM	MAXIMUM	ORDINARY		MINIMUM	MAXIMUM		
G-PRV-1	OUTDOOR	FISHER	S202	NATURAL GAS	DIRECT ACTING	320	400	360	---	1.5	2	---	---

SUBMERSIBLE SUMP AND SEWAGE PUMP SCHEDULE																		
UNIT NUMBER	LOCATION	MANUFACTURER	MODEL	PUMP TYPE	CONTROL TYPE	CAPACITY (GPM)	TOTAL HEAD (FT)	MAXIMUM SPEED (RPM)	MOTOR HP	POWER SUPPLY		DISCHARGE SIZE (IN)	SUMP LEVEL (IN)				APPROX WEIGHT (LBS)	NOTES
										VOLTS	PHASE		OFF	LEAD	LAG	HWA		
SSP-101-1	101 - FILTER ROOM	WEIL	1626	DUPLEX, SUBMERSIBLE, HEAVY DUTY SUMP PUMP	HEAVY DUTY DUPLEX CONTROL SYSTEM	125	29	1750	2	480	3	3"	18	54	58	62	200	1,2,3,4,5,6
SSP-101-2	101 - FILTER ROOM	WEIL	1626	DUPLEX, SUBMERSIBLE, HEAVY DUTY SUMP PUMP	HEAVY DUTY DUPLEX CONTROL SYSTEM	125	29	1750	2	480	3	3"	18	54	58	62	200	1,2,3,4,5,6



SCHEDULE NOTES

**PLUMBING EQUIPMENT SCHEDULE:**

NOTES: NONE

**PLUMBING ACCESSORIES SCHEDULE:**

NOTES: NONE

**BACKFLOW PREVENTER SCHEDULE:**

NOTES:

1. REDUCE PRESSURE ZONE ASSEMBLY

**PRESSURE REDUCING VALVE SCHEDULE:**

NOTES: NONE

**SUMP AND SEWAGE PUMP SCHEDULE:**

SUMP LEVELS: PUMP OFF, LEAD PUMP START, LAG PUMP START, AND HIGH WATER ALARM ELEVATIONS ARE AS MEASURED FROM THE BOTTOM OF THE SUMP

NOTES:

- REMOVAL SYSTEM - PIPE DISCHARGE BELOW COVER
- HIGH WATER ALARM
- GUIDERAIL MOUNTED
- SUMP COVER REQUIRED
- LIFTING CHAIN REQUIRED
- CUTLESS RUBBER LOWER BEARING



BLACK & VEATCH

Black & Veatch Corporation  
Minneapolis, Minnesota

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

KEVIN MATTHEW CAHILL

DATE:

LICENSE NO.: 53701



DAYTON FILTRATION  
PLANT WELLS 4 & 5

1	3/18/25	FIELD ORDER 1
	9/22/23	CONFORMED DRAWINGS

REVISIONS AND RECORD OF ISSUE

DESIGNED:	KMO
DETAILED:	BAR
CHECKED:	KMC
APPROVED:	KMC
DATE:	7/10/2023

PROJECT NO.: 414098

DAYTON FILTRATION PLANT  
WELLS 4 & 5

PLUMBING

SCHEDULES

P-601

55  
OF  
76



SEND TO		FROM
Company Name Black & Veatch		Magney Representative Dan Fuhrman
Attention Benjamin Clapp, PE		Date 5/5/2025
Fax	Phone: (952) 896-0702	Proposal # COR No. 04 - Field Order 1 Plumbing Updates (REV_1)

Total pages, including cover: 1

## COMMENTS

Dear Mr. Clapp, PE

Magney Construction, Inc. is pleased to present the following cost for the necessary labor, material, and equipment to make the following changes outlined in Field Order No. 01. The cost for this change has been summarized below.

### Additional 4" Sanitary Concrete Pipe Encasement

Labor: Forming, pouring concrete	\$	2,519.78
Mat'l: Concrete, excavator, concrete bucket, small tools/equip	\$	3,961.16
<b>TOTAL:</b>	<b>\$</b>	<b>6,480.94</b>

### 4" Thick Rigid Insulation over Encased Sanitary Pipe

Labor: Install (2) layers of 2" rigid insulation over encased pipe run	\$	264.08
Mat'l: 2" Rigid Insulation ST100 highload 40psi dupont	\$	2,318.53
<b>TOTAL:</b>	<b>\$</b>	<b>2,582.61</b>

### Deeper Excavation for 4" Sanitary & Installing 4" C900 in Lieu of 4" Sch. 40

Labor: Excavation ~7' deeper towards tie in point, backfilling	\$	2,799.75
Mat'l: Cost for 135 LF of 4" C900	\$	835.10
Mat'l: Cost for MJ DIP 22.5 P401, MJ DIP 45 P401, MJ Glands	\$	1,002.55
<b>TOTAL:</b>	<b>\$</b>	<b>4,637.40</b>

### CREDIT: 4" Sch. 40 Piping & Fittings

Mat'l: Credit for 135 LF of Sch. 40 PVC Pipe	\$	(614.25)
Mat'l: Credit for Sch. 40 22.5 Bend and 45 Bend	\$	(120.50)
<b>TOTAL:</b>	<b>\$</b>	<b>(734.75)</b>

### CREDIT: Remove ~130 LF of 4" Sanitary

Labor: Credit back for not excavating and installing 130' of 4" sanitary	\$	(470.34)
Mat'l: Credit back 130 LF of 4" Sch 40 pipe	\$	(591.50)
<b>TOTAL:</b>	<b>\$</b>	<b>(1,061.84)</b>

### CREDIT: Remove ~130 LF of 10" FI

Labor: Credit back for not excavating and installing 130' of 10" FI	\$	(1,129.05)
Mat'l: Credit back 130 LF of 10" DIP	\$	(7,514.00)
<b>TOTAL:</b>	<b>\$</b>	<b>(8,643.05)</b>

<b>Subtotal:</b>	\$	3,261.31
<b>Contractor's Overhead:</b>	\$	489.20
<b>Bond &amp; Insurance Premium:</b>	\$	56.26
<b>TOTAL</b>	<b>\$</b>	<b>3,806.76</b>

We are requesting written approval prior to proceeding with this change.

Please review and contact me if you have any questions.

Thank You,



Daniel Fuhrman  
Project Manager

Accepted By:

Date:

## WORK CHANGE DIRECTIVE

No. 05

DATE OF ISSUANCE 07/16/2025

EFFECTIVE DATE 07/17/2025

Owner: City of Dayton, MN

Contractor: Magney Construction, Inc.

Contract: Dayton Filtration Plant Wells 4 & 5

Project: City of Dayton Filtration Plant Wells 4 & 5

Engineer's Project No.: 414098

Contractor is directed to proceed promptly with the following change(s):

Description:

Changes are required to the chemical feed system for the new filtration plant. These changes are:

1. Increase the size of the chlorine line and its injection lance/diffuser to 1-inch diameter.
  - a. Phosphate and Fluoride stay at ½-inch diameter.
2. The materials of the chemical feed lines within the 3-inch carrier conduits from the existing wellhouse to the new filtration plant shall change to tubing meeting the following requirements:
  - a. Tubing shall be continuous from the existing wellhouse to the new building. No joints shall be located within the carrier conduits:
  - b. For the chlorine solution, phosphate, and fluoride the feed lines shall be reinforced plastic tubing meeting the following specification.

### Material Classification RPT-1

RPT-1 – Reinforced Plastic Tubing.  Flexible connections in chemical piping <u>1/2 inch</u> <u>13 mm</u> and smaller.	Tubing	Wire reinforced PVC hose; Cobon Plastics Corp. " <del>Cobovin</del> Type S" or NewAge Industries Inc. " <del>Vardex</del> ".
---	--------	--

- c. When not within the 3-inch carrier conduits, the piping shall be schedule 80 PVC as previously specified.
      - i. The chlorine solution tubing shall have a barbed fitting on each end to connect to the PVC at a convenient location near the entrance/exit to the carrier conduit.
      - ii. The fluoride and phosphate can either be a barbed fitting, or a quick connect, located similar to the chlorine.
3. The new tubing shall be installed in the 3-inch conduits with 2 spare pull lines/ropes in each carrier conduit so that the tubing can be easily replaced in the future. The PVC lines that were installed in the 3-inch conduits shall be demolished to the extent that is possible.
  - a. For the new chemical carrier conduit, install with long radius elbows, and use the new carrier conduit for the larger diameter chlorine line.



Attachments: M-101 and M103 Markups, Change Order Request 5 REV 2

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes in Contract Price and Contract Times, is issued due to:

- ☐ Non-Agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Estimated increase (decrease) in Contract Price:

\$ 8,953.04

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

**Basis of estimated change in Contract Price:**

- ☐ Unit Price  
☒ Lump Sum  
☐ Cost of the Work  
☐ Other

AUTHORIZED BY:



Owner (Authorized Signature)

Title: PN DIRECTOR

Date: 7/16/2025

SEND TO		FROM
Company Name Black & Veatch		Magney Representative Dan Fuhrman
Attention Benjamin Clapp, PE		Date 6/30/2025
Fax	Phone: (952) 896-0702	Proposal # COR No. 05 - Chemical Feed Modifications (REV_2)

Total pages, including cover: 1

**COMMENTS**

Dear Mr. Clapp, PE

Magney Construction, Inc. is pleased to present the following cost for the necessary labor, material, and equipment to make the chemical feed changes outlined in Field Order No. 03. Please note that we have assumed (1) working day to complete the work outlined in the field order. But please be aware of the following conditions beyond our control:


1. The 3" carrier pipe contains several short 90 bends beneath the slab, these bends may prevent the 1" and 1/2" reinforced tubing from making it all the way through.
2. Similarly, the original plans had us install 1/2" PVC pipe inside the 3" carrier. This 1/2" PVC has been installed within the carrier pipe but is now unaccessible, therefore, not all of the 1/2" PVC will be able to get removed. This may also prevent the tubing from being successfully fed all the way through

If the above conditions prevent us from successfully feeding the 1" hose and 1/2" tubing in the (1) working day, we will need to postpone our efforts until further direction is provided.

<b>LABOR:</b>	\$	3,378.90
Removal of as much 1/2" hard-piped feed pipe as possible, feeding and pulling new 1" reinforced tubing thru 3" carrier pipe, feeding and pulling new 1/2" reinforced plastic tubing thru 3" carrier pipe, installing transitions from tubing to schedule 80 PVC		
<b>MATERIAL:</b>	\$	6,470.04
1" and 1/2" reinforced PVC Tubing, (2) 1" Chlorine injection lances, Sch. 80 PVC adaptors, Heavy duty pull rope		
<b>CREDIT:</b>	\$	(293.02)
Credit back for (450 LF) 1/2" Sch. 80 pipe		
<b>CREDIT:</b>	\$	(1,885.73)
Credit back for (2) 1/2" Chlorine Injection Lances		
<b>Subtotal:</b>	\$	7,670.20
<b>Contractor's Overhead:</b>	\$	1,150.53
<b>Bond &amp; Insurance Premium:</b>	\$	132.31
<b>TOTAL</b>	<b>\$</b>	<b>8,953.04</b>

We are requesting written approval prior to proceeding with this change.  
 Please review and contact me if you have any questions.

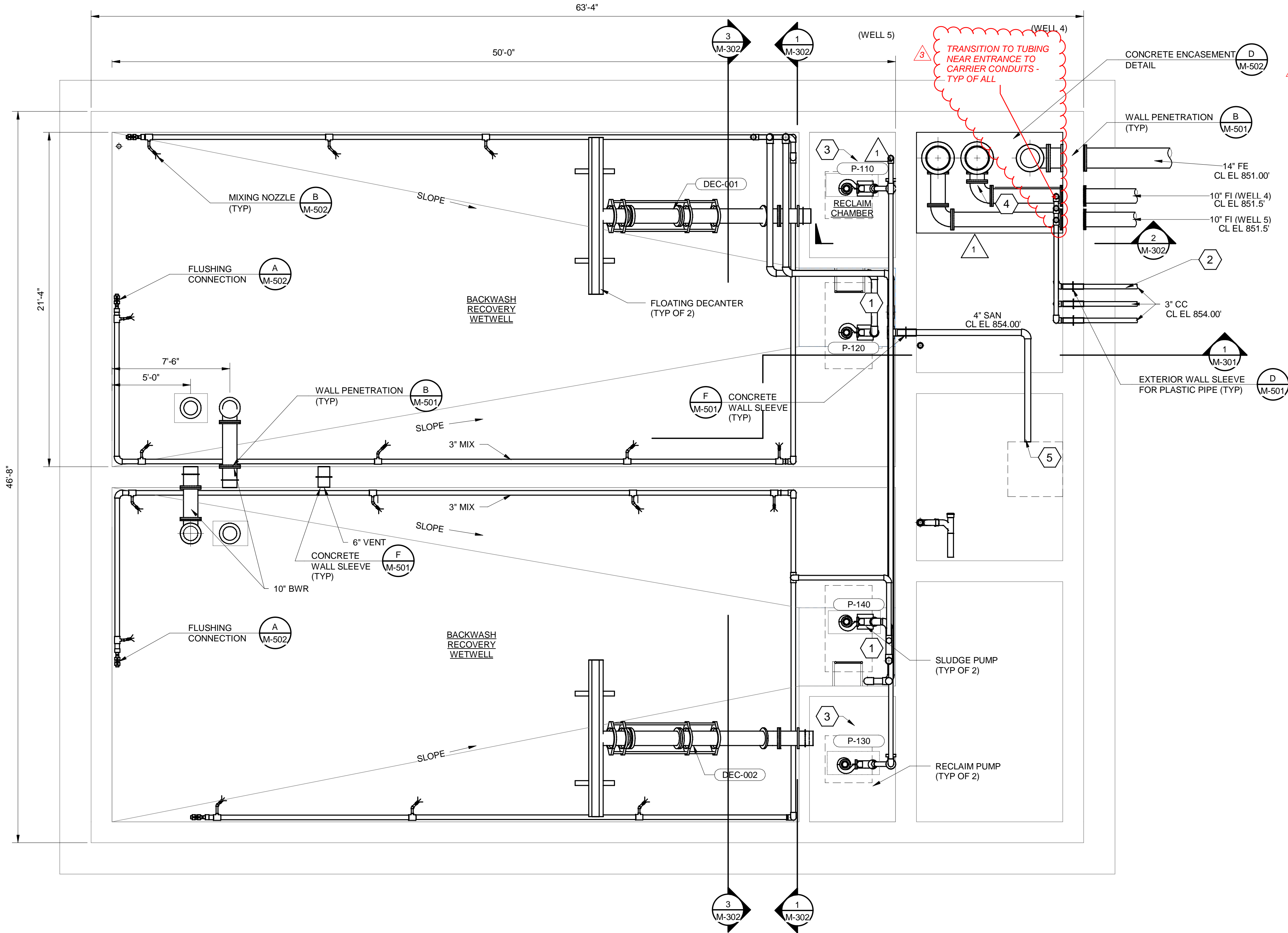
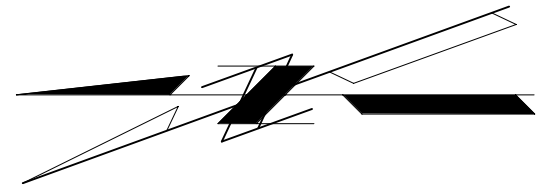
Thank You,

  
 Daniel Fuhrman  
 Project Manager

Accepted By:

Date:

PLOTTED: 10/10/2023 8:04:38 PM  
FILE: BM\_360/A11932\_414098 - Dayton Wellhead Well/WELL HEAD FILTRATION BLDG.rvt  
REVIT VERSION: 2021  
011000



LOWER LEVEL - PROCESS MECHANICAL PLAN

1/4" = 1'-0"

GENERAL NOTES

1. SEE SITE DRAWINGS FOR EXTERIOR PIPE ROUTING.

SHEET KEYNOTES

1. CONTRACTOR TO INSTALL LADDER IN ACCORDANCE WITH DETAIL A-500.
2. 3" CARRIER CONDUITS FOR CHEMICAL FEED LINES. EACH CONDUIT CONTAINS ONE CHEMICAL IN TUBING, AND (2) SPARE PULL LINES. FLUORIDE AND PHOSPHATE LINES ARE 1/2" EACH, AND CHLORINE IS 1".
3. CONTRACTOR TO GROUND RECLAIM BASIN TO SLOPE TOWARDS THE CENTER, TYP BOTH BASINS.
4. CONTRACTOR TO SUPPORT PIPING AS NECESSARY UNTIL CONCRETE HAS BEEN INSTALLED.
5. SLUDGE PIPING SHALL DRAIN INTO SUMP PIT. SEE DRAWING P-101 FOR DETAILS.



Black & Veatch Corporation  
Minneapolis, Minnesota

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

*Benjamin R. Clapp*

BENJAMIN R. CLAPP

DATE: 7/10/2023

LICENSE NO.: 48510



DAYTON FILTRATION  
PLANT WELLS 4 & 5

3	7/16/25	WORK CHANGE DIRECTIVE NO. 5
2	9/22/23	CONFORMED DRAWINGS
1	8/9/23	ADDENDUM 1
REVISIONS AND RECORD OF ISSUE		
DESIGNED:	JDR	
DETAILED:	JKS	
CHECKED:	TAG	
APPROVED:	BCR	
DATE:	7/10/2023	
PROJECT NO.:	414098	

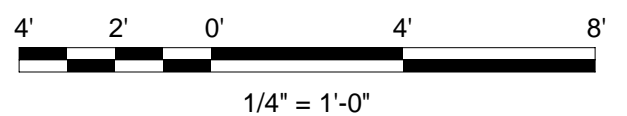
DAYTON FILTRATION PLANT  
WELLS 4 & 5

PROCESS MECHANICAL

LOWER LEVEL PLAN

M-101

41  
OF  
76



(SCALE BAR IS 4" AT FULL SCALE)

PLOTTED: 9/26/2023 2:32:04 PM  
FILE: C:\PW\WORKING\BW\AMERICAS\2017\7796\M-103.DWG  
FDI1000  
D11000

- GENERAL NOTES
1. CONTRACTOR TO FIELD LOCATE EXISTING PVC STUBS FOR CHEMICAL PIPING ROUTING.
  2. CONTRACTOR TO FIELD ROUTE PIPING.
  3. ALL CHEMICAL PIPING SHALL BE DOUBLE CONTAINED.
  4. UTILIZE EXISTING FLOOR PENETRATIONS FOR THE CC CHLORINE AND PHOSPHATE. PROVIDE NEW FLOOR PENETRATION FOR CC FLUORIDE.



Black & Veatch Corporation  
Minneapolis, Minnesota

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

*Benjamin R. Clapp*

BENJAMIN R. CLAPP

DATE: 7/10/2023

LICENSE NO.: 48510



DAYTON FILTRATION  
PLANT WELLS 4 & 5

2 7/16/25 WORK CHANGE DIRECTIVE NO. 5

9/22/23 CONFORMED DRAWINGS

1 8/9/23 ADDENDUM 1

REVISIONS AND RECORD OF ISSUE

DESIGNED: JDR

DETAILED: JKS

CHECKED: TAG

APPROVED: BRC

DATE: 7/10/2023

PROJECT NO.: 414098

DAYTON FILTRATION PLANT  
WELLS 4 & 5

MECHANICAL

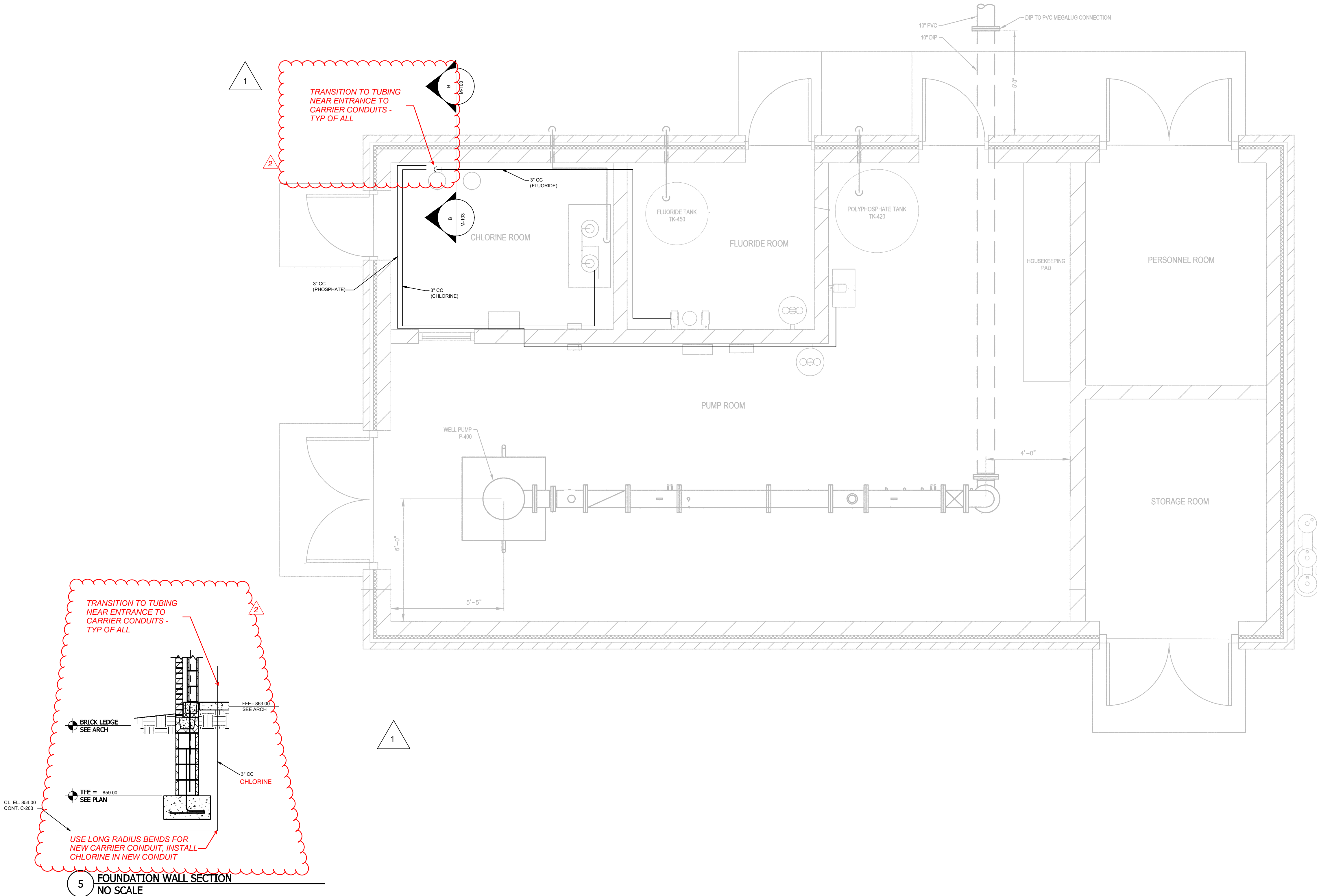
WELLHOUSE 4 PLAN

M-103

43  
OF  
75

(SCALE BAR IS 4" AT FULL SCALE) 0 1/2 1 2 3 4

96



## Field Order No. 02

Date of Issuance: 03/18/2025

Effective Date: 6/16/2025

Project: Dayton Filtration Plant Wells 4 & 5

Owner: City of Dayton, MN

Contractor: Magney Construction, Inc.

Engineer: Black & Veatch

Engineer's Project No.: 414098

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: \_\_\_\_\_ S-303, S-502/Detail B  
Specification (s) Drawing(s) / Detail(s)

### Description:

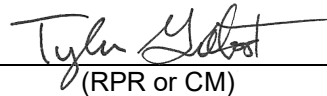
In lieu of installing the specified cast-in-place hatches with an integral drain, install a bolt-down hatch on a 5-inch tall concrete curb matching the detail shown on the attached markup of S-502. This change has been made to satisfy the requirements of the MN Department of Health in regards to curbs around access hatches.

Install hatches to minimize intrusion on walkways between the filter vessels and the access hatches.

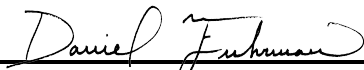
Will additional drawings be necessary? ( ) ( x )  
Yes No

Attachments: S-303 and S-502 Markups

ISSUED:

  
(RPR or CM)

RECEIVED:



Contractor (Authorized Signature)

Title: Project Manager

Date: 6/16/2025



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

DOUGLAS L. DUNCAN

DATE: 7/10/2023

LICENSE NO.: 57631

DAYTON FILTRATION  
PLANT WELLS 4 & 5

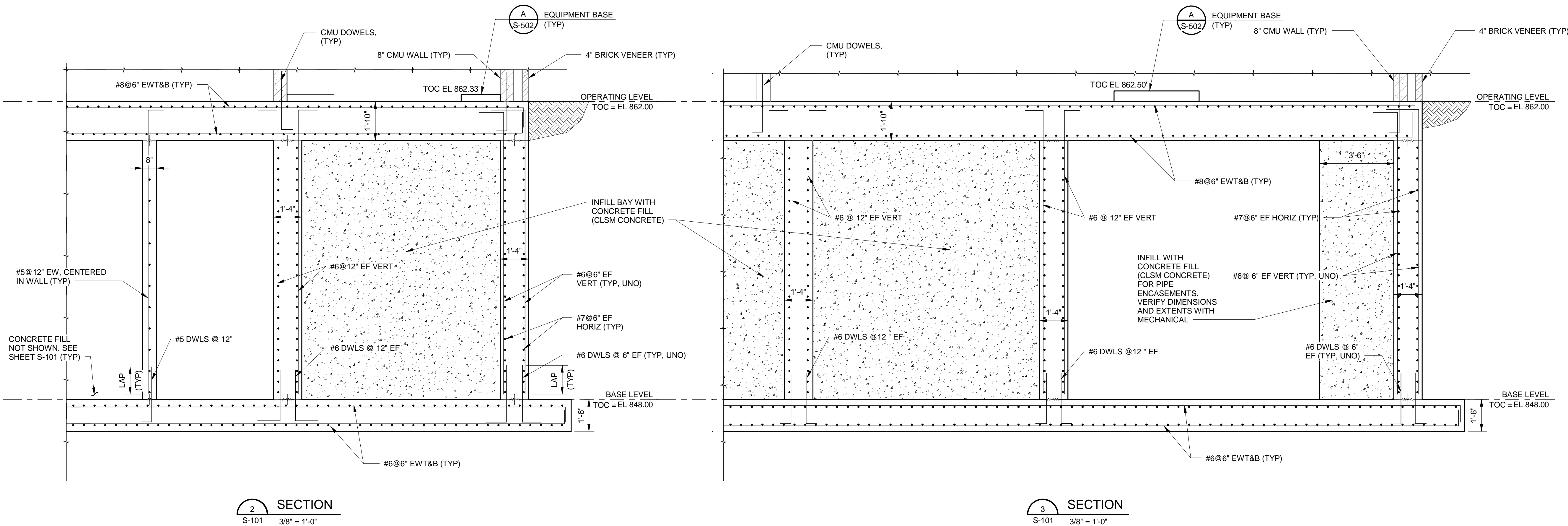
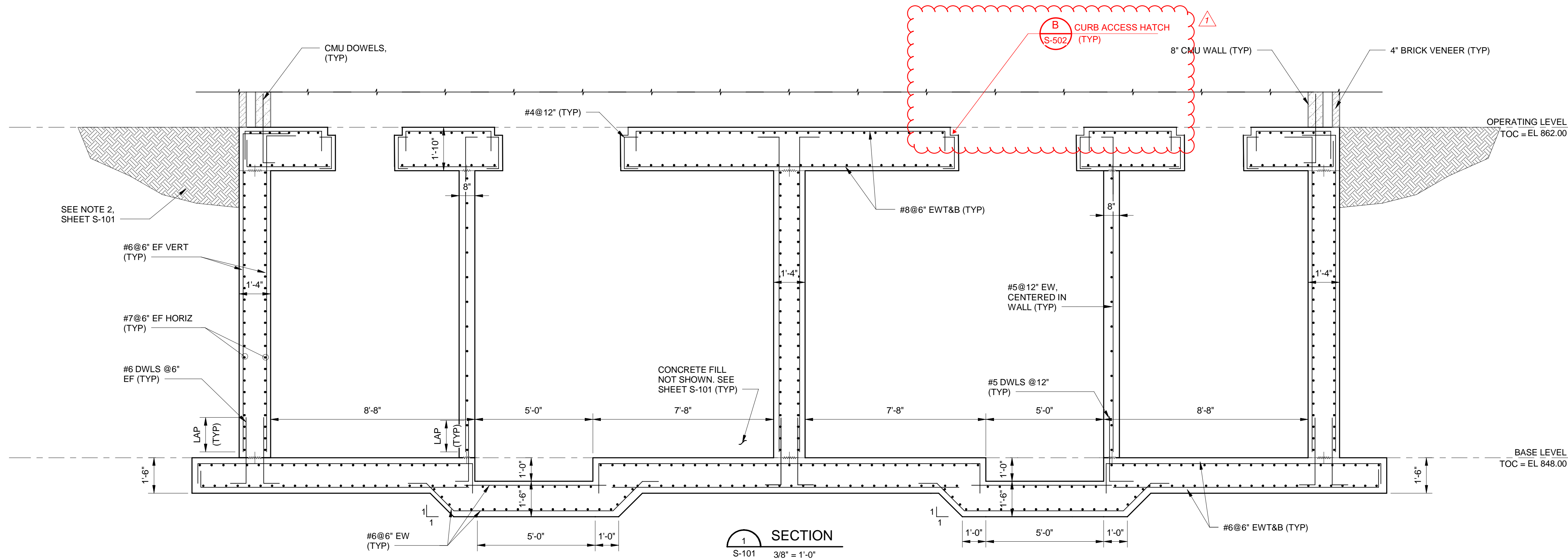
1	3/18/25	FIELD ORDER NO. 2
9/22/23	CONFORMED DRAWINGS	
REVISIONS AND RECORD OF ISSUE		
DESIGNED:	ESB	
DETAILED:	DLG	
CHECKED:	DLD	
APPROVED:	DLD	
DATE:	7/10/2023	
PROJECT NO.:	414098	

DAYTON FILTRATION PLANT  
WELLS 4 & 5

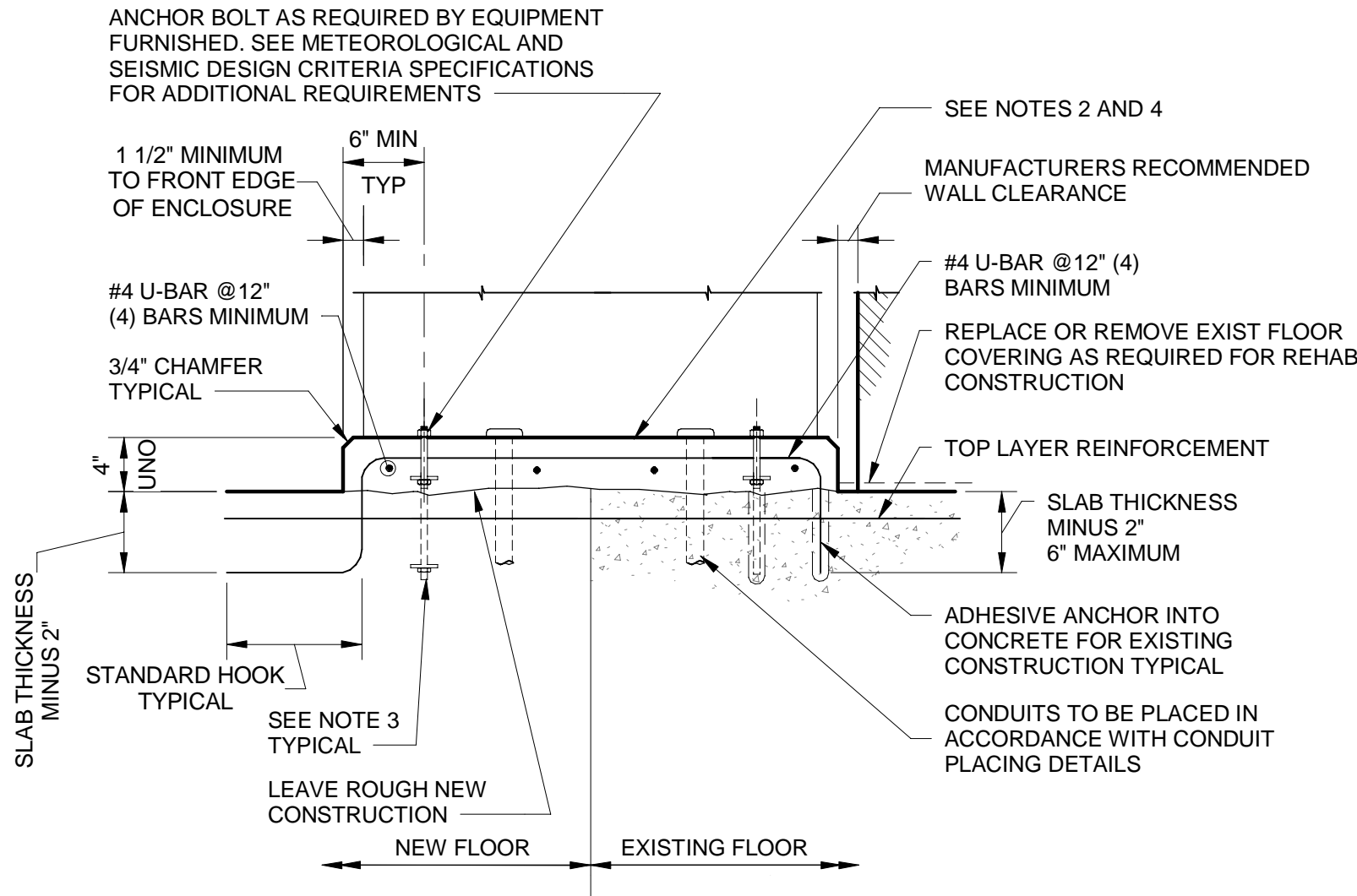
STRUCTURAL

BUILDING SECTIONS

S-303

28  
OF  
76

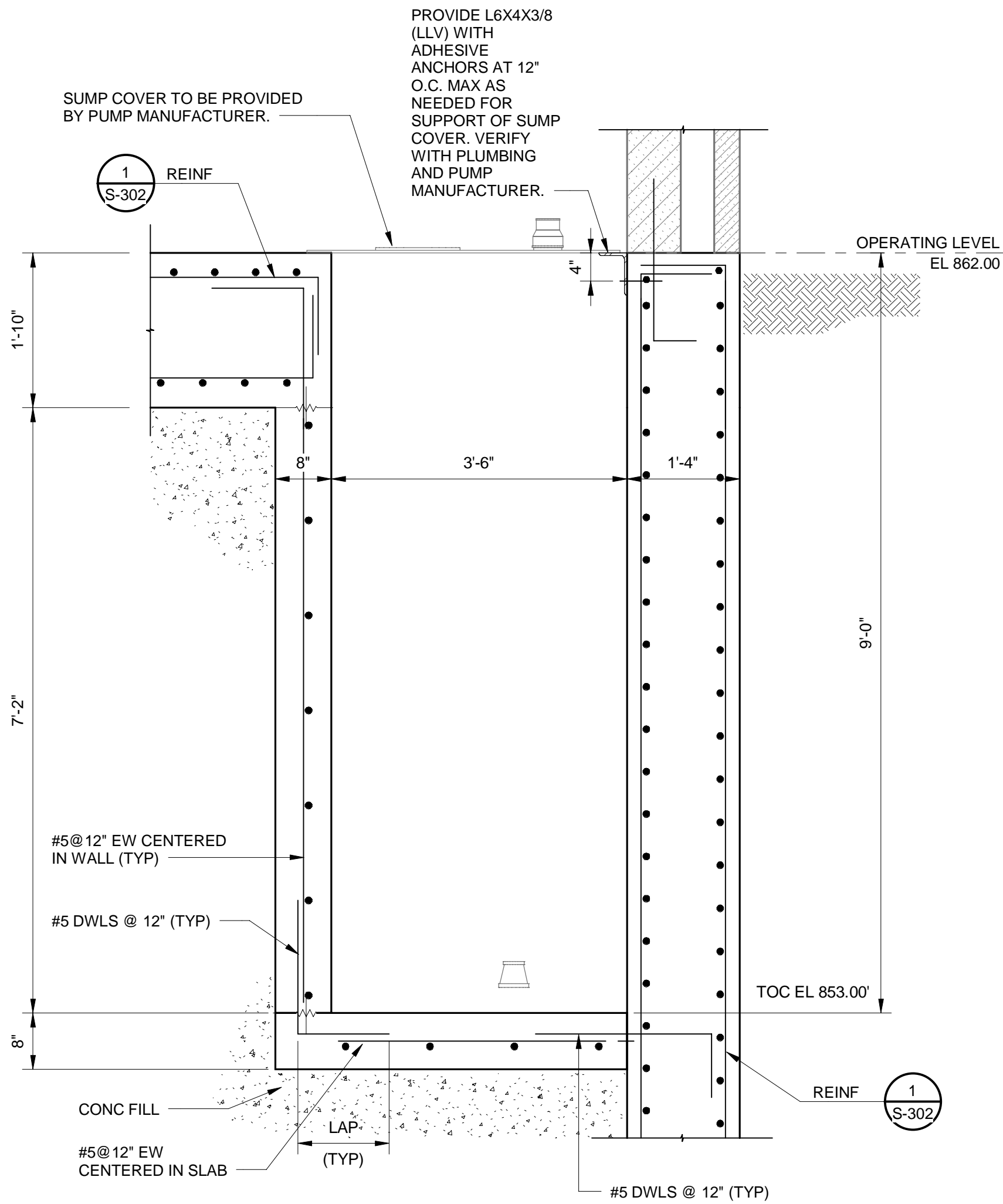
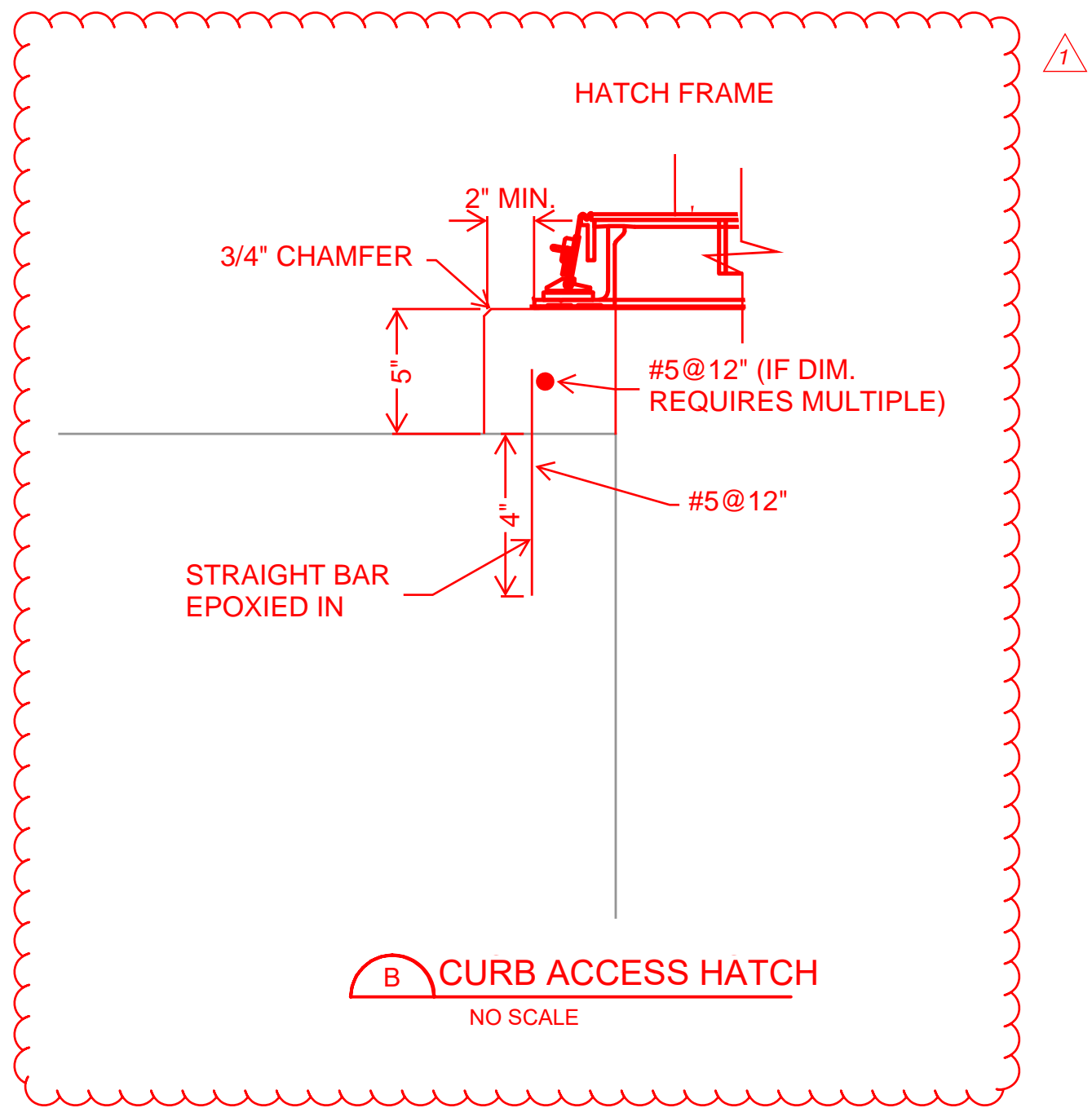
PLOTTED: 10/10/2023 8:10:35 PM  
 FILE: BM\_360/JA111932\_414098 - Dayton Wellhead Well/WELL HEAD FILTRATION BLDG.rvt  
 REVIT VERSION: 2021  
 011000



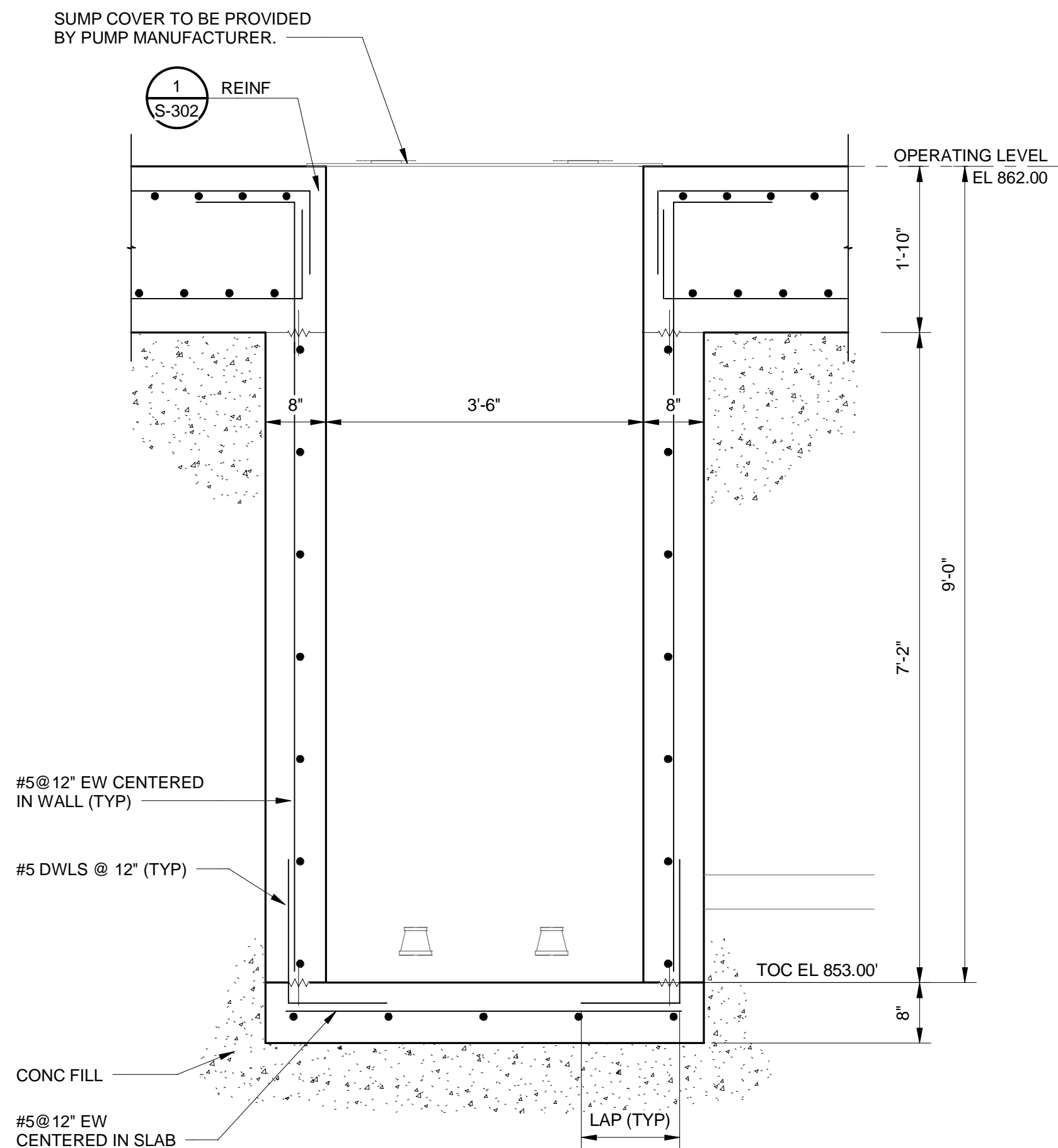
NOTES:

- UNLESS OTHERWISE NOTED, ALL INDOOR FLOOR MOUNTED EQUIPMENTS SHALL BE PROVIDED WITH EQUIPMENT BASES.
- EQUIPMENT BASE HEIGHT MAY BE INCREASED, WITH THE APPROVAL OF THE ENGINEER, AS NECESSARY TO FACILITATE ANCHORAGE REQUIREMENTS.
- WHERE THE DESIGN ANCHOR BOLT EMBEDMENT IS GREATER THAN THE CONCRETE EQUIPMENT BASE THICKNESS, THEN THE REQUIRED DEPTH OF EMBEDMENT SHALL BE MEASURED FROM THE TOP OF STRUCTURAL SLAB AND NOT THE TOP OF THE EQUIPMENT BASE.
- EQUIPMENT BASE SHALL USE STRUCTURAL CONCRETE AS INDICATED IN THE CAST-IN-PLACE CONCRETE SPECIFICATION.
- ANCHOR BOLTS AND REINFORCING WILL BE INSPECTED IN ACCORDANCE WITH THE CODE REQUIRED SPECIAL INSPECTIONS AND PROCEDURES SPECIFICATION.

**EQUIPMENT BASE**  
1" = 1'-0"



**SECTION AT SUMP**  
1 S-102 3/4" = 1'-0"



**SECTION AT SUMP**  
2 S-102 3/4" = 1'-0"

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

DOUGLAS L. DUNCAN

DATE: 7/10/2023

LICENSE NO.: 57631

DAYTON FILTRATION  
PLANT WELLS 4 & 5

1 3/18/25 FIELD ORDER NO. 2  
9/22/23 CONFORMED DRAWINGS  
REVISIONS AND RECORD OF ISSUE

DESIGNED: ESB  
DETAILED: RJM  
CHECKED: DLD  
APPROVED: DLD  
DATE: 7/10/2023

PROJECT NO.: 414098

DAYTON FILTRATION PLANT  
WELLS 4 & 5

STRUCTURAL

STRUCTURAL DETAILS

S-502

31  
OF  
76

**ITEM:**

Approval of Accepting Resignation of Fire Dept Lt. Travis Henderson

**PREPARED BY:**

Zach Doud, City Administrator

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approval of Accepting Resignation of Fire Dept Lt. Travis Henderson

**BACKGROUND:**

We would like to acknowledge and express our appreciation for Travis and his dedication of service to the City of Dayton since November 2016. Travis has been an essential part of our team and has contributed to the safety and well-being of our citizens and firefighters alike throughout his tenure. His contribution, especially in training and emergency response, have made a positive and lasting impact.

Travis was a key member of the fire department due to his continued support of his firefighters and community alike while bringing a great depth of knowledge to the fire grounds amongst many other things. The Dayton Fire Department appreciates his exceptional dedication to community service and his contributions will have a lasting impact on our department.

**CRITICAL ISSUES:**

None.

**RECOMMENDATION:**

Approval of Accepting Resignation of Fire Dept Lt. Travis Henderson

**ATTACHMENT(S):**

Resignation Letter



**Travis Henderson**

Lieutenant, Dayton Fire Department

August 12, 2025

Dear Mayor Fischer, Chief Hendrickson, Administrator Doud, and Members of the Council,

Please accept this letter as my resignation from the Dayton Fire Department, effective August 12, 2025.

After nearly 10 years of service, recent events have made it clear that continuing is no longer in the best interest of all parties. It has been an honor to serve this community and to mentor nearly a dozen firefighters during my tenure.

Should the Council wish to conduct an exit interview, I remain amenable to participating.

Sincerely,

Travis Henderson

Lieutenant, Dayton Fire Department

**PRESENTER:**

Amy Benting

**ITEM:**

Exceeding the time of 10 P.M. for a band to continue until midnight.

**PREPARED BY:**

Amy Benting

**BACKGROUND:**

Typically, you would see this request with a large assembly, however this wedding is less than 200 people so just looking for permission to exceed the time for music at the wedding. This is located at 17501 Dayton River Road. They are requesting to have the band until midnight.

**RECOMMENDATION:**

Approve exceeding the noise time to midnight for a wedding taking place.

**ATTACHMENT(S):**

None

**PRESENTER:**

Jason Quisberg

**ITEM:**

113<sup>th</sup> Avenue Trunk Sewer Extension

**PREPARED BY:**

Jason Quisberg, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Authorize Final Design for the 113<sup>th</sup> Avenue Trunk Sewer Extension

**BACKGROUND:**

The city trunk sewer line located just south and east of 113<sup>th</sup> Avenue, near CSAH 81, needs to be extended to service the area north of the Dayton Industrial Park (113<sup>th</sup> Avenue). This line will provide wastewater collection for the area, generally, east of The Cubes, west of East French Lake Road, north to, and beyond, 117<sup>th</sup> Avenue. This includes the parcels commonly referred to as the DDL properties – more recently associated with the Oppidan development application.

At their April 8<sup>th</sup> meeting, Council authorized the preliminary design for a project involving the extension of this sewer line. The work completed with that effort, including the collection of field data (survey), wetland delineations, and obtaining appraisals for anticipated easement needs, allowed for the determination of a preferred (general) alignment for the sewer, and the identification of features and constraints to aid in the design of the improvements.

Based on the work completed to date, it appears a “straight-north” extension is favorable, as compared to the alternative “west-then-north” alignment. This is primarily due to cost, but also influenced by a number of other factors as well – such as additional land rights coordination, potential encountering of contaminated materials, creating limitations with respect to future redevelopment in the area.

The next step is to complete a final design for the improvements and prepare construction documents. Attached is an engineering proposal for services related to this project, which includes an effort for the preparation of plans and specifications for the improvements.

**PROJECT SCHEDULE**

It is anticipated that winter construction may be advantageous for these improvements, primarily due to a significant portion of the work being completed within and adjacent to wetland areas. (The frozen, or partially, frozen surface may facilitate construction equipment maneuvering and limit the disturbance of surface features.) However, unless a separate event or situation that requires the construction be expedited is identified, it is recommended that a larger window for construction, into spring or early summer, be allowed, only to accommodate additional bids that may be restricted if only a winter timeframe is allowed.

It should be noted that wetland permitting, easement acquisitions, or other condition(s) may *require* a later construction timeframe. We have been in communication with, we believe, all involved stakeholders, however, until final approvals/agreements are executed, we cannot say with certainty what the actual timeline might be.

**PROJECT COSTS & REVENUES**

The preliminary project cost estimate, based on the apparent preferred alignment is \$815,000; with a rough estimate for the alternative alignment nearer to \$1.5 million. The project cost estimate will be further refined upon confirmation of the final alignment and through the design process.

It is expected that this project will be funded using the City Sewer Fund, along with developer fees associated with the Oppidan development, and/or other development in the area, and potentially direct developer contributions towards the improvements.

**BUDGET IMPACT:**

See attached proposal

**RECOMMENDATION:**

Should Council choose to proceed with the project, approve the engineering proposal, authorizing final design for the sewer extension.

**ATTACHMENT(S):**

Engineering proposal



**Stantec Consulting Services Inc.**  
One Carlson Parkway North, Suite 100  
Plymouth MN 55447-4440

August 5, 2025

**Dayton City Council**  
12260 S Diamond Lake Rd  
Dayton, MN 55327

Dear Dayton City Council,

Stantec has prepared a project scope, schedule, and budget for the 113<sup>th</sup> Avenue Trunk Sewer Extension final design. The scope of services are in addition to the preliminary design, preliminary survey, and wetland delineation from the original scope.

## **BACKGROUND AND IMPROVEMENTS**

A trunk sewer extension from the existing stub south of 113<sup>th</sup> Avenue to the DDL Holdings LLC properties north of 113<sup>th</sup> Avenue is needed to support development on the DDL Holdings LLC properties, along with the future development north of 117<sup>th</sup> Avenue along French Lake Road. The opinion of probable project cost of the 113<sup>th</sup> Avenue Trunk Sewer Extension is approaching \$815,000 to \$1,500,000 after preliminary design. This is a calculated cost that will need to be verified through a more detailed final design, and eventually public bidding if the project were to move forward. It is anticipated that funding for this would be a combination of city funds and developer contributions.

The preliminary design project explored two alignments from the existing stub to the DDL Holdings LLC properties. One alignment running north from the current stub location and the other alignment running west, then north from the current stub location. At completion of preliminary design, the north alignment is the preferred alignment.

## **SCOPE OF WORK**

The scope for this project is broken down into three tasks.

### **TASK 1 – FINAL DESIGN/PLANS & SPECIFICATIONS -\$43,000**

Task 1 includes services related to the preparations of bidding documents for this project. This includes the collection of additional existing site data (as needed), final design, and the production of construction plans and technical specifications. The scope includes the following;

- Coordinate Geotechnical investigation (costs for the soil borings and geotechnical report are not included in this scope and will be invoiced directly to the City)
- Develop detailed opinion of probable costs/cost estimates
- Coordinate easement documents for acquisitions
- Prepare final design plans and technical specifications
- Permitting applications (WCA, DNR, USACE, MPCA/MCES Sewer Extension, Elm Creek WMC Erosion Control)

Reference: 113<sup>th</sup> Ave Trunk Sewer Extension

**Deliverables will include construction plans, specifications, and refined opinion of probable construction cost.**

Upon completion of work included in Task 1, Council will have the opportunity to direct if the project should continue to the bidding stage.

## **TASK 2 – BIDDING - \$4,000**

This task involves the coordination of soliciting contractor bids for the construction of the improvement project. This includes advertisement of the project, completion of the bid opening process, and preparation of a tabulation of the received bids along with a recommendation for award.

**Deliverables will include a contractor bid tabulation and award recommendation.**

At the completion of bidding, should bids be found favorable, Council can award a contract and proceed with construction of the project. If bids are not found favorable or if other circumstances arise detrimental to the City, Council can reject the bid to avoid any further cost obligations to the project.

## **TASK 3 – CONSTRUCTION SERVICES -\$46,000**

If the project continues to construction, construction services can be provided to coordinate the project through this stage. Construction activities typically involved in construction projects such as this include:

- Coordinating and leading a preconstruction meeting and routine construction progress meetings
- Construction survey staking (as needed)
- Construction observation to verify compliance with city standards and technical specifications
- Quantity tracking and preparation of contractor pay requests
- Evaluation of contractor change order requests, and processing of these requests as appropriate
- Communications with project stakeholders, impacted property owners, and City staff as needed
- Documentation of material testing, plan deviations, events within the project area, etc.
- Project closeout and preparation of record plan drawings

**Deliverables include record plan drawings.**

## **COMPENSATION**

The following is our anticipated budget by task. All tasks will be billed on a time and materials basis not to exceed the total fee listed without prior authorization from the City. Invoices will reflect the actual effort it takes to complete the scope of work proposed. The following are not included within the fee and are the City's responsibility: administrative review, application/permit fees, review fees, and reproduction fees.

Reference: 113<sup>th</sup> Ave Trunk Sewer Extension

No.	Task Name	Estimated Fee
1	Final Design/Plans & Specifications	\$43,000
2	Bidding	\$4,000
3	Construction Services	\$46,000
	<b>Estimated Total</b>	<b>\$93,000</b>

## ASSUMPTIONS

Note the following assumptions were made in preparation of this proposal. If any of these assumptions are found inaccurate, the level of effort required to complete the tasks as outlined may change, potentially with great significance:

1. Geotechnical services are not included with this scope.
2. Land acquisition and appraisal services are not included with this scope.
3. Permitting fees are not included with this scope.

## SCHEDULE

It is expected plans and specifications will be ready for Council review in Fall 2025. If Council chooses to continue with the project at that time, bids could be solicited and opened Fall/Winter 2025. Then reviewed by Council, and if appropriate, awarded with construction being completed in the 2025 winter or 2026 spring construction season, as weather allows.

## TERMS AND CONDITIONS

The scope of services will be performed in accordance with the Master Services agreement between Stantec and the City of Dayton. Please indicate your acceptance of this scope of work by signing the bottom of the next page.

We appreciate the opportunity to continue to work with the City of Dayton and to contribute to the success of ongoing infrastructure projects. Please do not hesitate to contact us with any questions.

Regards,

**STANTEC CONSULTING SERVICES INC.**



**Jason Quisberg** PE  
Senior Associate, Senior Civil Engineer  
Phone: 763-252-6873  
Mobile: 952-334-0542  
jason.quisberg@stantec.com



**Mark Schroeder** PE  
Associate, Senior Civil Engineer  
Direct: 651-395-5216  
Mobile: 952-334-2838  
mark.schroeder@stantec.com

**Reference:** 113<sup>th</sup> Ave Trunk Sewer Extension

By signing this proposal, the City of Dayton authorizes Stantec to proceed with the services herein described.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
City of Dayton  
Client Company Name

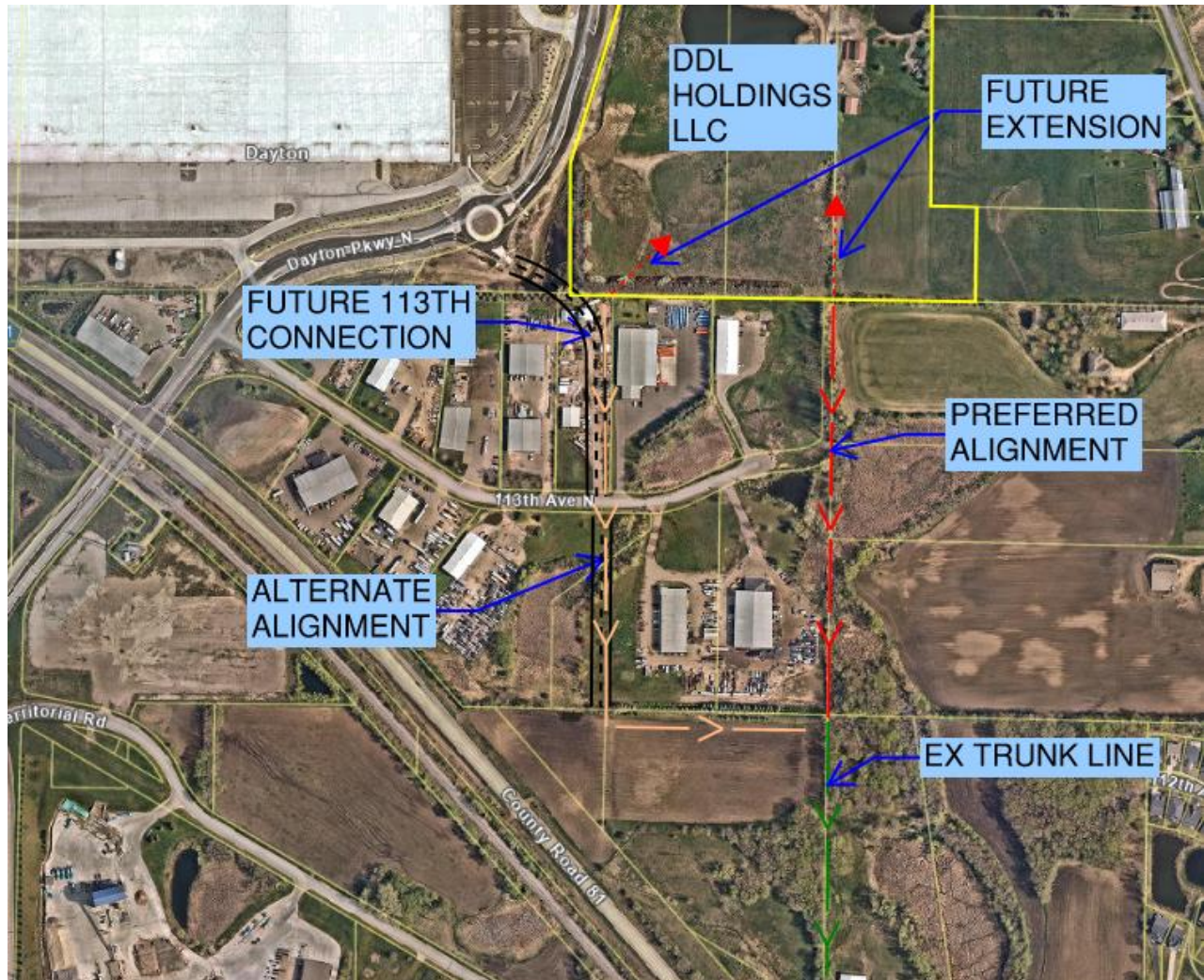
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature



Reference: 113<sup>th</sup> Ave Trunk Sewer Extension

## Attachment A: Project Location



**PRESENTER:** Marty Farrell

**ITEM:** Area 21 Playground equipment supplier selection.

**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.

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 received proposals from 2 suppliers, Midwest Playscapes and Minnesota Wisconsin Playgrounds (GameTime). The Park Commission at their June 3<sup>rd</sup> regular meeting selected Minnesota Wisconsin Playgrounds as their preferred supplier for Park Equipment, and recommended that the City Council accept their bid and award them the contract for the Playground equipment. The City Council at their June 14<sup>th</sup> meeting asked Staff to obtain bids from a third supplier Pro Playgrounds as they appeared to be significantly cheaper than GameTime quote.

Staff contacted Pro Playgrounds and received a quote on 7-15-25. Staff also asked questions on timeline for delivery and installation, references from other Cities in Minnesota that they had worked with. The equipment has a 12 – 14-week lead time as of 6-24-25, installation is booked out to October as of 6-24-25, so will not be installed until Spring of 2026. Pro Playgrounds have not installed any playgrounds for any Cities in Minnesota, the references they provided were for an apartment building, a Church, and an Early Learning Centre. I got feedback from one of the references who stated that their experience with the Sales Staff was very good, however the Installation was not such a good experience, the date was pushed back on several occasions and when the crew did arrive to do the installation they did not have the right equipment for the installation, the install was described as “sketchy”. The equipment has been in for 1 year no problems so far. The usage at this location is very low on day-to-day basis they may have 3 families using the equipment, on Sundays it increases in nice weather to 10 to 20 families.

One note on funding, the grant will fund the playground up to \$100,000 if the playground is less, that number is what will be funded and remaining grant will be retained by Hennepin Youth Sports Grants.

**CRITICAL ISSUES:** Timeline for installation to meet the grant cut off of May 2026, playground is fit for purpose in a neighborhood park that will be serving 4 neighborhoods.

**BUDGET IMPACT:** Funded from Hennepin youth sports grant \$100,000 (needs to be used by May 2026), gap funding from fund 405.

**RECOMMENDATION:** Accept quote from Game Time for \$125,794.01

**ATTACHMENT(S):** Game Time renderings, and quote. Pro Playgrounds renderings, and quote. Cost comparison sheet.

[illegible]















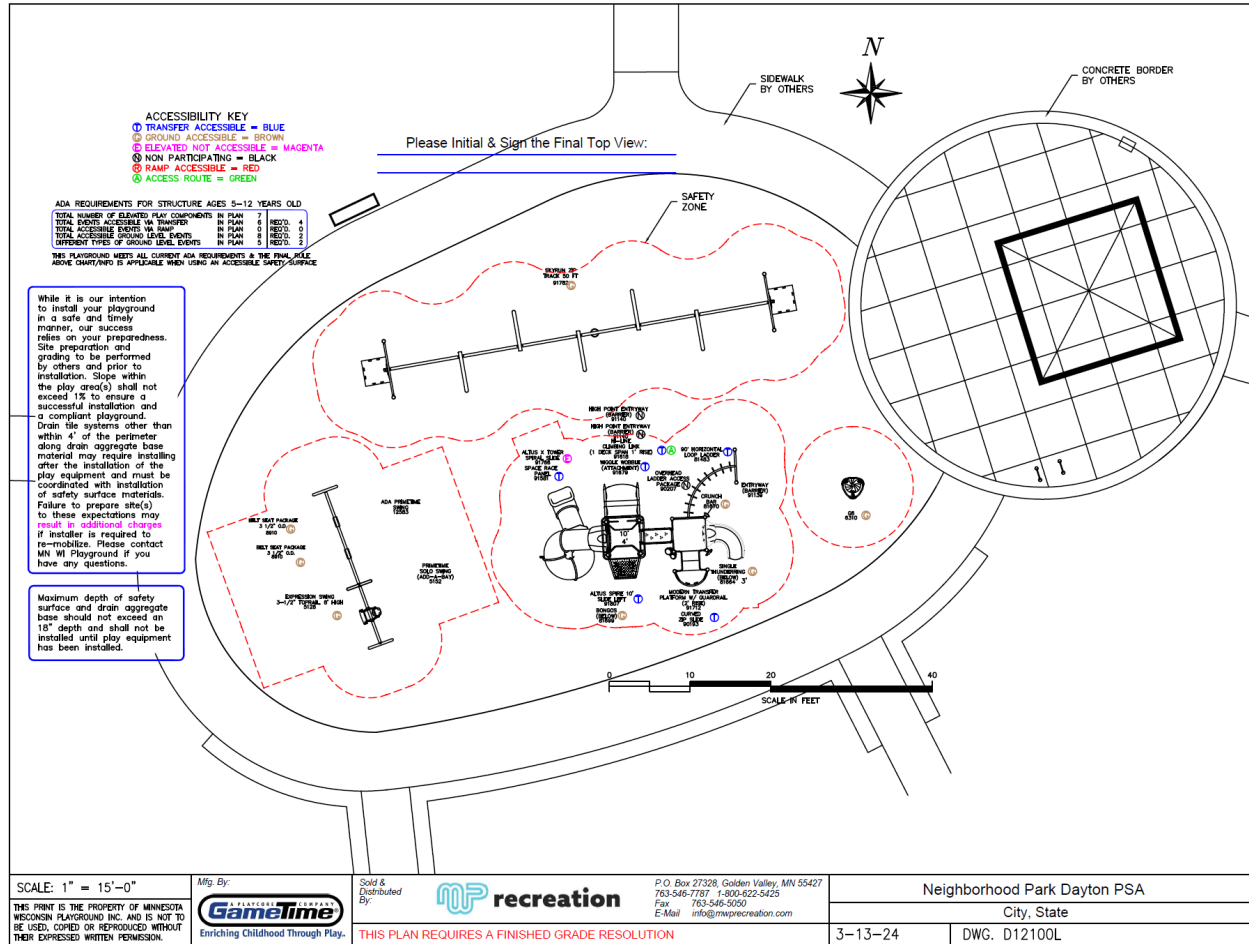
















MWP Recreation  
4800 Olson Memorial Hwy, Suite 130 Golden Valley, Minnesota 55422  
Ph. 800-622-5425 | 763-546-778 | dan@MWPrecreation.com

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
			<b>Sub Total</b>	\$99,174.77
			<b>Freight</b>	\$7,285.79
			<b>Total</b>	<b>\$106,460.56</b>

### 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
			<b>Sub Total</b>	<b>\$19,333.45</b>
			<b>Total</b>	<b>\$19,333.45</b>

### 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.

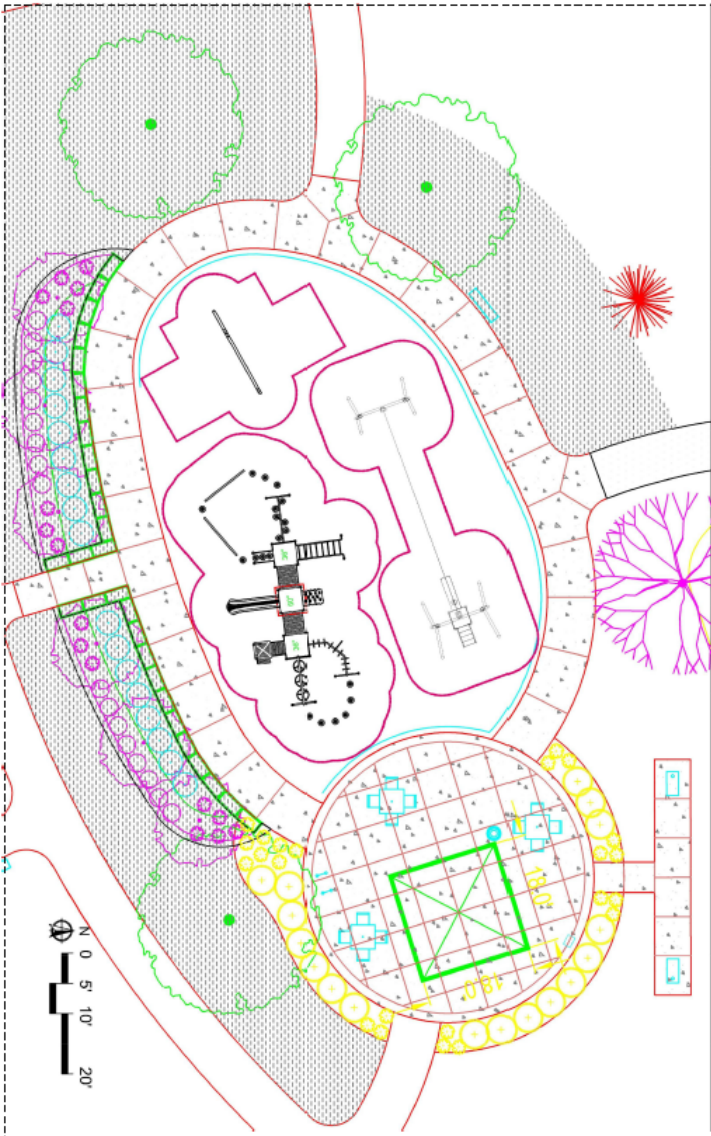




NEIGHBORHOOD PARK PSA PLAYGROUND

PLAYGROUND EQUIPMENT

ABERDEEN SYSTEM	BEND PLAY	1 CATTLEVER	SWING W/	35FT ZIP LINE
SKU: PMFO49		SKU: PSW110WS		SKU: EFR0132XX
Quantity: 1		Quantity: 1		Quantity: 1
Use Zone: 51' X 35'		Use Zone: 28' X 32'		Use Zone: 58' X 23'
Age Group: 5 to 12 Years		Age Group: 2 to 12 Years		Age Group: 5 to 12 Years
				



ProPlaygrounds, The Play  
and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

**DESIGN  
APPROVAL**

By signing or initialing below, you agree that you have reviewed this drawing, carefully, and approve all elements depicted in this drawing, which include the specific items themselves, and their color, and placement as well as any surfacing depicted on this drawing, including the type of surfacing, color, placement, layout, square footage, etc. Deviations or requests for changes from the item after products have been ordered and/or work has begun may result in additional charges, change orders and delays to your project.

APPROVED BY:

SIGNATURE / TITLE:

DATE:

PROJECT NAME:

NEIGHBORHOOD  
PARK PSA  
PLAYGROUND  
PROJECT  
ADDRESS:

TBD  
Dayton, MN 55327

REVISION:

1

DRAWN BY: KS

DATE: 07.09.2025

SHEET 1 OF 1



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

Date	Estimate #
7/14/2025	44790

Project Name
Neighborhood Park Dayton PSA



Customer / Bill To
City of Dayton MN Scott Salonek 12260 S. Diamond Lake Rd. Dayton, MN 55327

Ship To
TBD Dayton, MN 55327



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Supply and install play equipment to include: 1. Aberdeen composite unit 2. Zip Line, 50ft+- modified with platform 3. 1-bay swing with cantilever arm for toddler seat			
	<b>**PLAY EQUIPMENT**</b>			
25-PMF049	Aberdeen Bend	1	29,297.00	29,297.00
25-PSW110WS	1 Bay & 1 Cantilever Frame: incl. Hangers, 1 Bay Belt Seat Pkg & 1 Seat Bucket Pkg	1	1,536.00	1,536.00
25-EFR0132XX	50+- modified Zip Line to fit inside the oval shape	1	23,899.00	23,899.00
Shipping	Combined Shipping and Freight Charges	1	3,960.00	3,960.00
	<b>**MATERIALS AND LABOR**</b>			
CC80	Concrete for Anchoring - Delivered Cost	206	8.40	1,730.40
LBR	Labor and Installation	1	26,070.00	26,070.00

**AGREED AND ACCEPTED:**

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_  
Signature Name / Title Date

**Subtotal:** \$86,492.40

**Sales Tax: (7.5%)** \$0.00

**Total:** \$86,492.40

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com



## *2nd Quarter Report*

***As of June 30, 2025***

**Presented by: Zach Doud, City Administrator**



**CITY OF DAYTON  
INCOME STATEMENT  
AS OF JUNE 30, 2025**

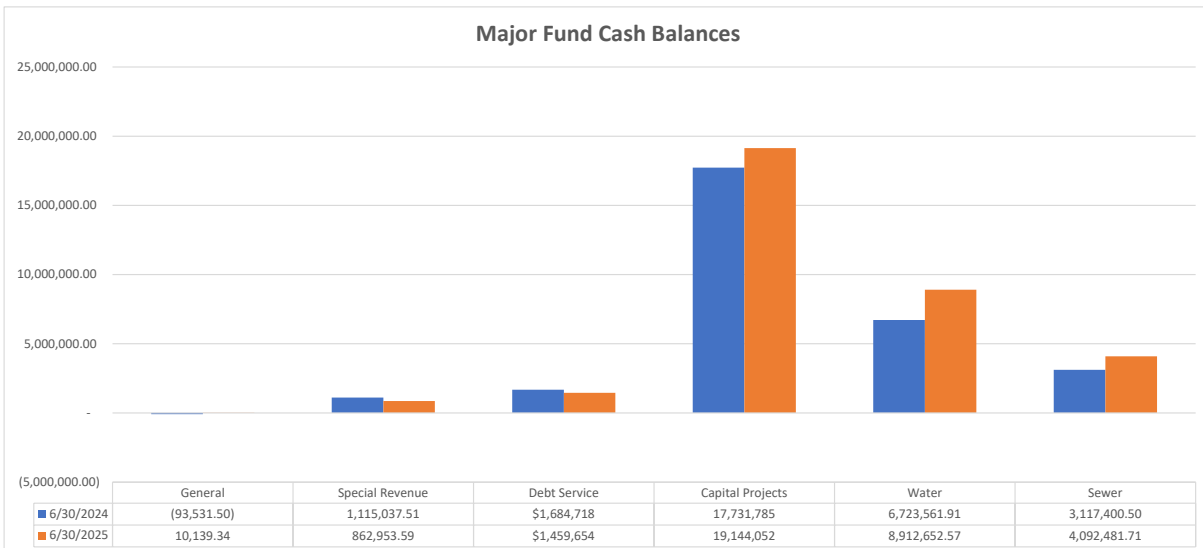
	Annual Budget	Budget thru 6/30/2025	Actual thru 6/30/2025	Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
<b>Revenues</b>					
Taxes	\$ 6,490,200	\$ 3,245,100	\$ 31,287	\$ (3,213,813)	1 1.0 %
Licenses and permits	1,321,600	660,800	642,349	(18,451)	97.2
Intergovernmental	519,000	259,500	132,593	(126,907)	2 51.1
Charges for services	16,700	8,350	25,610	17,260	306.7
Fines and forfeitures	100,000	50,000	12,089	(37,911)	3 24.2
Refunds and reimbursements	500	250	12,290	12,040	4916.0
Miscellaneous	148,500	74,250	55,023	(19,227)	74.1
<b>Total Revenues</b>	<b>8,596,500</b>	<b>4,298,250</b>	<b>911,241</b>	<b>(3,387,009)</b>	<b>21.2</b>
<b>Expenditures</b>					
Mayor and city council	66,330	33,165	37,819	(4,654)	114.0
Committees and commissions	8,190	4,095	22	4,073	0.5
Administration	135,870	67,935	76,626	(8,691)	112.8
Elections	5,000	2,500	123	2,377	4.9
City clerk	148,920	74,460	63,830	10,630	85.7
Finance	364,520	182,260	162,374	19,886	89.1
Assessing	-	-	858	(858)	0.0
Audit	36,000	18,000	38,400	(20,400)	4 213.3
Engineering	100,000	50,000	57,434	(7,434)	114.9
Legal	88,000	44,000	48,775	(4,775)	110.9
Recycling	242,500	121,250	130,475	(9,225)	107.6
Inspections	626,830	313,415	314,111	(696)	100.2
Planning and economic development	277,480	138,740	93,408	45,332	5 67.3
Central services	89,200	44,600	62,408	(17,808)	139.9
Information technology	146,000	73,000	62,889	10,111	86.1
Activity center	149,410	74,705	58,575	16,130	78.4
Police patrol and investigation	3,240,110	1,620,055	1,501,002	119,053	92.7
Emergency management	15,900	7,950	19,025	(11,075)	239.3
Animal control	6,100	3,050	1,412	1,638	46.3
Fire suppression	1,001,060	500,530	334,899	165,631	6 66.9
Public works	1,241,340	620,670	661,079	(40,409)	106.5
Parks	568,740	284,370	213,996	70,374	7 75.3
Contingency	39,000	19,500	36,440	(16,940)	186.9
<b>Total Expenditures</b>	<b>8,596,500</b>	<b>4,298,250</b>	<b>3,975,981</b>	<b>322,269</b>	<b>92.5</b>
<b>Excess revenues (expenditures)</b>	<b>-</b>	<b>-</b>	<b>(3,064,741)</b>	<b>(3,709,278)</b>	
<b>Other financing sources (uses)</b>					
Transfers in	-	-	-	-	0.0
Transfers out	-	-	-	-	0.0
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses</b>	<b>-</b>	<b>-</b>	<b>(3,064,741)</b>	<b>(3,709,278)</b>	

Item	Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$20,000
1	First Half of taxes have not been received yet, will be received in July 2025.
2	Intergovernmental revenue is received in Q4 of the year, difference in related to timing.
3	We budgeted for \$30,000 in C. Card fees which would then be due to C. Card Co, but the fees are being handled by C. Card Co
4	There was an increase in Audit fees, this is why staff went out for RFP.
5	We are underbudget. The time for professional services hasn't been used yet.
6	We are under budget due to not hiring FT employees that were budgeted for, in addition to less repairs and maintenance.
7	Budget lower due to Seasonal employees started in June and no PT maintenance workers which were budgeted for along with timing of payments like uniforms and communication costs.

City of Dayton  
Unaudited Cash Balances by Fund

Fund		Balance 6/30/2024	Balance 12/31/2024	Balance 6/30/2025	YTD Change from 12/31/2024	Change from 6/30/2024	Percentage Change from 12/31/2024
101	General	\$ (93,532)	\$ 3,260,271	\$ 10,139	\$ (3,250,132)	\$ 103,671	<b>1</b> -99.7 %
225	EDA	683,028	683,254	532,519	(150,735)	(150,508)	<b>2</b> -22.1
226	Cable	178,041	175,505	165,252	(10,253)	(12,789)	-5.8
235	Police Forfeiture	12,745	12,745	13,174	429	429	3.4
236	Fire Public Safety Aid	145,122	78,571	65,064	(13,507)	(80,058)	-17.2
237	Police Public Safety Aid	96,102	87,612	86,944	(668)	(9,158)	-0.8
342	2014A & 2015A NE Utilities	1,591,271	2,809,182	1,464,789	(1,344,393)	(126,482)	<b>3</b> -47.9
348	2009A & 2010 W French Lk Rd	243,196	290,109	297,184	7,075	53,988	2.4
355	2016A PW/PD Facility	(14,892)	169,867	(12,065)	(181,931)	2,827	-107.1
378	2020A Dayton Parkway Interchange	54,171	221,508	16,394	(205,113)	(37,777)	-92.6
379	2023A CRG TIF Bond	(189,028)	-	(306,648)	(306,648)	(117,620)	0.0
401	Capital Equipment	(1,289,140)	-	(1,325,242)	(1,325,242)	(36,102)	0.0
404	Park Development	167,412	166,974	187,778	20,804	20,366	12.5
405	Park Dedication	2,565,029	3,163,611	3,467,970	304,359	902,941	9.6
406	Park Capital Equipment	(133,907)	-	(103,907)	(103,907)	30,000	0.0
408	Park Trail Development	2,661,709	2,848,804	2,996,633	147,830	334,924	5.2
409	Temporary Financing	2,068,058	2,121,492	2,184,451	62,958	116,393	3.0
410	Capital Facilities	1,255,104	1,052,035	866,910	(185,125)	(388,194)	-17.6
411	Developer Escrows	2,717,067	2,900,810	3,293,813	393,003	576,746	13.5
414	Pavement Mgmt. and Improvements	2,818,045	2,534,068	3,007,203	473,135	189,158	18.7
415	Stormwater	2,880,515	1,969,413	2,787,806	818,393	(92,709)	<b>4</b> 41.6
420	Landscape Escrows	1,610,000	1,205,000	1,173,000	(32,000)	(437,000)	-2.7
421	ROW Escrows	35,000	74,000	(3,000)	(77,000)	(38,000)	-104.1
430	TIF 20 Graco 2	-	-	(1,614)	(1,614)	(1,614)	0.0
435	TIF 16 Sand Companies	6,912	27,198	9,969	(17,228)	3,058	-63.3
436	TIF 17 Graco	(10,441)	632,871	72,646	(560,225)	83,087	<b>5</b> -88.5
438	TIF 14 Liberty	170,356	64,724	172,590	107,866	2,234	166.7
459	2022 TIF Street Improvements	342,402	87,174	237,690	150,516	(104,712)	<b>6</b> 172.7
477	TIF 15 French Lk Industrial Park	74,700	187,540	120,154	(67,385)	45,454	-35.9
480	Dayton Parkway Interchange	(207,036)	10,610	(799)	(11,409)	206,237	<b>7</b> -107.5
601	Water	6,723,562	9,410,810	8,912,653	(498,157)	2,189,091	-5.3
602	Sewer	3,117,401	3,818,555	4,092,482	273,927	975,081	7.2
<b>Total</b>		<b>\$ 30,278,971</b>	<b>\$ 40,064,311</b>	<b>\$ 34,481,933</b>	<b>\$ (5,582,378)</b>	<b>\$ 4,202,962</b>	<b>-13.9 %</b>

Item	Explanation of changes greater than \$75,000 from prior year and change greater than 20% from year-end
<b>1</b>	Changes in balance in General Fund, please look in the General Fund Income Statement within this report.
<b>2</b>	Change is due to EDA Land Purchase in Q1.
<b>3</b>	Slowly decreasing the balance of this fund so that we are able to pay off the debt but not have excess dollars in this fund.
<b>4</b>	Transfer of funds was approved resolution in April 2025 to close out the Fund for Dayton Interchange Project in the amount of \$253,000.
<b>5</b>	TIF started collecting in 2024 which caused balance to increase based on actual activity.
<b>6</b>	Rec'd TEDI Grant 81/Pkwy Intersection in Q1 \$148,971.05.
<b>7</b>	Dayton Interchange Project final payment in Q2



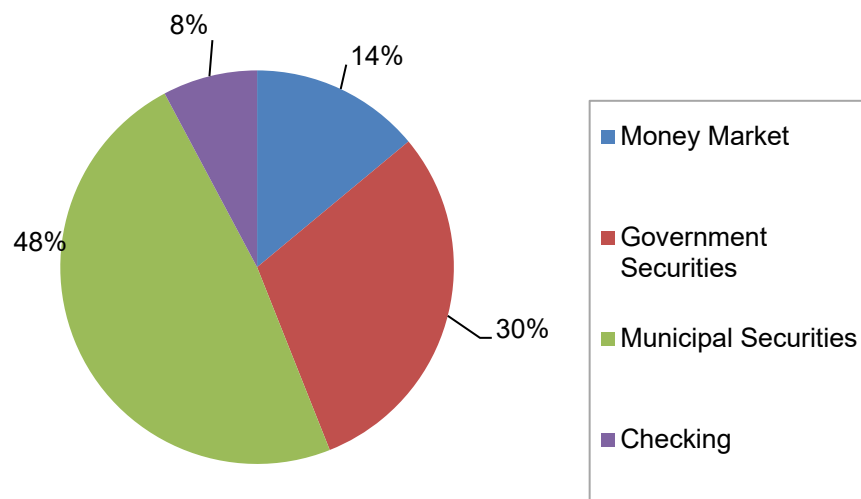
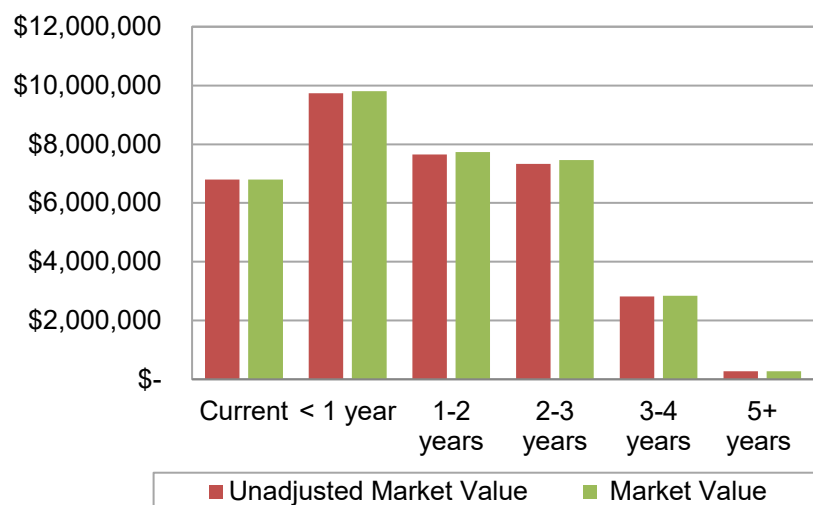


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City of Dayton, Minnesota  
Investments  
For the Month Ending June 30, 2025

ATTACHMENT C

**Maturities**



Maturity	Unadjusted Market Value 6/30/2025	Market Value 6/30/2025	Variance 6/30/2025
Current	\$ 6,794,658.62	\$ 6,800,318.22	\$ 5,660
< 1 year	9,735,237.96	9,807,723.20	72,485.24
1-2 years	7,652,869.18	7,736,758.27	83,889.09
2-3 years	7,327,115.13	7,465,801.68	138,686.55
3-4 years	2,815,156.68	2,848,753.92	33,597.24
5+ years	269,790.07	277,729.78	7,939.71
	<u>\$ 34,594,827.64</u>	<u>\$ 34,937,085.07</u>	<u>\$ 342,257.43</u>
Weighted Average Rate of Return	3.32%	6/30/2025	
Average Maturity (years)	1.20	6/30/2025	

Investment Type	Market Value 6/30/2025
Money Market	\$ 4,366,490.36
Government Securities	9,379,504.27
Corporate Securities	3,682,020.78
Municipal Securities	15,075,241.80
Checking	<u>2,433,827.86</u>
	<u>\$ 34,937,085.07</u>

<b>Operating Account</b>	
O/S Deposits	\$ 13,231.09
O/S Checks	<u>(468,383.17)</u>
Reconciled Balance	<u>\$ 34,481,932.99</u>



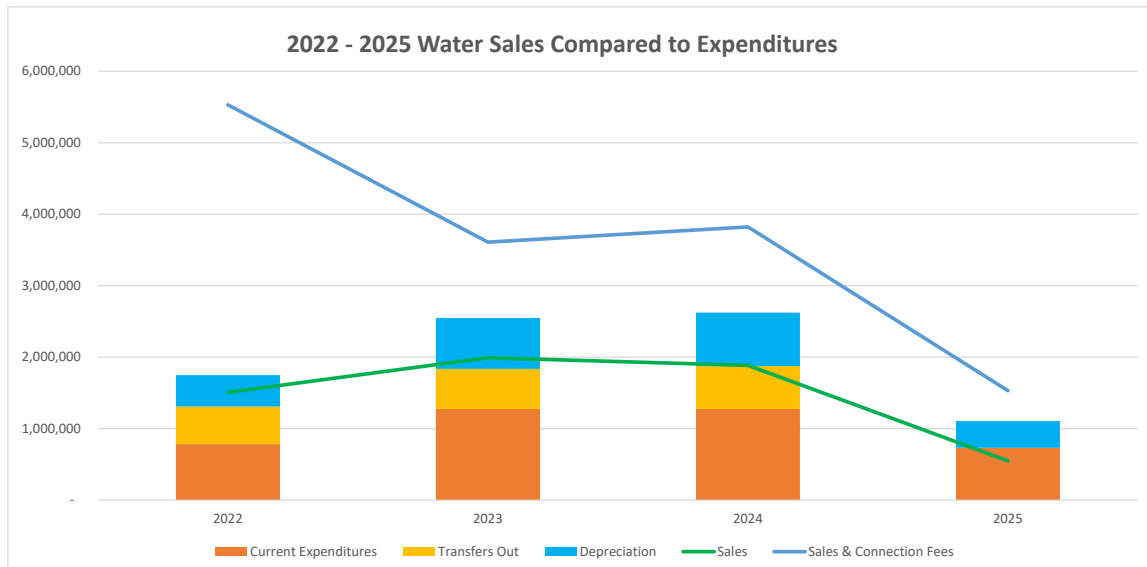
**CITY OF DAYTON  
INCOME STATEMENT  
AS OF JUNE 30, 2025**

**WATER FUND**

	Annual Budget	Budget thru 6/30/2025	Actual thru 6/30/2024	Actual thru 6/30/2025	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
<b>Revenues</b>						
Charges for services	\$ 1,943,000	\$ 971,500	\$ 418,176	\$ 549,657	\$ 131,481	1 56.6 %
Miscellaneous	207,000	103,500	159,630	1,243,537	1,083,907	2 1201.5
<b>Total Revenues</b>	<b>2,150,000</b>	<b>1,075,000</b>	<b>577,807</b>	<b>1,793,194</b>	<b>1,215,388</b>	<b>166.8</b>
<b>Expenditures</b>						
Salaries and benefits	353,060	176,530	101,403	130,009	(28,605)	3 73.6
Supplies	374,100	187,050	152,150	213,577	(61,426)	4 114.2
Professional services	125,000	62,500	82,357	59,546	22,811	5 95.3
Insurance	13,200	6,600	11,087	10,790	297	163.5
Utilities	387,000	193,500	77,697	216,583	(138,885)	6 111.9
Repair and maintenance	60,000	30,000	292,125	100,949	191,175	7 336.5
Depreciation	750,000	375,000	375,000	375,000	-	100.0
<b>Total Expenditures</b>	<b>2,062,360</b>	<b>1,031,180</b>	<b>1,091,819</b>	<b>1,106,453</b>	<b>(14,634)</b>	<b>107.3</b>
<b>Excess revenues (expenditures)</b>	<b>87,640</b>	<b>43,820</b>	<b>(514,013)</b>	<b>686,742</b>	<b>1,230,022</b>	
<b>Other financing sources (uses)</b>						
Connection charges	1,490,000	745,000	568,187	981,549	413,362	131.8
Transfers in	-	-	-	-	-	0.0
Transfers out	(630,000)	(315,000)	-	-	-	0.0
<b>Total other financing sources (uses)</b>	<b>860,000</b>	<b>430,000</b>	<b>568,187</b>	<b>981,549</b>	<b>413,362</b>	
<b>Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses</b>	<b>947,640</b>	<b>473,820</b>	<b>54,174</b>	<b>1,668,291</b>	<b>1,643,384</b>	

**Item Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000**

- 1 Increased number of homes in Dayton from last year. This has caused increased billings and more water meters to be sold. Also, this is only 2 billing cycle during this time frame so there is a bit of a timing difference as well. Actual Revenue would be higher if on an accrual basis.
- 2 This is related to receiving our first \$1M of Fed money related to the wellhead treatment plant.
- 3 Due to increases in pay from 2024 to 2025.
- 4 There were a lot of Meters purchased in Q1 totaling \$92,246
- 5 Q1 2024 had minimal activity compared to Q1 2025, we have more city projects Stantec engineering fees this Qtr. but we are slightly below budget.
- 6 Utility rates have increased from last year which caused a slight increase but we are under budget for the year so far.
- 7 Over Budget for Q2 due to Dayton Well #4 Rehab repairs, sand removal and well pump 4 repair.



**CITY OF DAYTON  
INCOME STATEMENT  
AS OF JUNE 30, 2025**

**SEWER FUND**

	Annual Budget	Budget thru 6/30/2025	Actual thru 6/30/2024	Actual thru 6/30/2025	Prior Year Variance - Favorable (Unfavorable)	Percent Received or Expended based on YTD Budget
<b>Revenues</b>						
Charges for services	\$ 1,312,000	\$ 656,000	\$ 427,041	\$ 520,342	\$ 93,301 1	79.3 %
Miscellaneous	102,000	51,000	63,451	118,938	55,487 2	233.2
<b>Total Revenues</b>	<b>1,414,000</b>	<b>707,000</b>	<b>490,493</b>	<b>639,280</b>	<b>148,787</b>	<b>90.4</b>
<b>Expenditures</b>						
Salaries and benefits	332,710	166,355	96,886	120,980	(24,094) 3	72.7
Supplies	16,100	8,050	7,571	9,441	(1,870)	117.3
Professional services	710,037	355,019	328,816	410,304	(81,488)	115.6
Insurance	22,200	11,100	18,198	15,690	2,508	141.4
Utilities	25,000	12,500	3,582	3,256	326	26.0
Repair and maintenance	95,000	47,500	73,097	9,518	63,579 4	20.0
Depreciation	775,000	387,500	375,000	387,500	(12,500)	100.0
<b>Total Expenditures</b>	<b>1,976,047</b>	<b>988,024</b>	<b>903,149</b>	<b>956,689</b>	<b>(53,539)</b>	<b>96.8</b>
<b>Excess revenues (expenditures)</b>	<b>(562,047)</b>	<b>(281,024)</b>	<b>(412,657)</b>	<b>(317,409)</b>	<b>202,327</b>	
<b>Other financing sources (uses)</b>						
Connection charges	451,000	225,500	124,216	176,288	52,072 5	78.2
Transfers in	-	-	-	-	-	0.0
Transfers out	(260,000)	(130,000)	-	-	-	0.0
<b>Total other financing sources (uses)</b>	<b>191,000</b>	<b>95,500</b>	<b>124,216</b>	<b>176,288</b>	<b>52,072</b>	
<b>Excess (deficiency) of revenues and other financing sources (uses) over (under) expenditures and other uses</b>	<b>(371,047)</b>	<b>(185,524)</b>	<b>(288,441)</b>	<b>(141,121)</b>	<b>254,399</b>	

**Item Explanation of item for percentage less than 80% or greater than 120% and \$ variance greater than \$10,000**

- 1 This is related to timing of when we do billing. We did billing for May and June in July so we are missing 2 months worth of sewer sales. The billing for May and June was \$245,450.03 which puts us slightly over budget if looking at it on an accrual basis.
- 2 Interest Rates are still up from current market and higher than last year.
- 3 Increase from last year due to salary increases for staff. We also have more staff time going to sewer activity then we did in 2024
- 4 We are under budget for repairs and maintenance which is a good thing significantly lower than last year as last year Impellers were installed and AMI pole install at McNeil. Those fees at year end went to our Fixed Assets Enterprise Acct for Const in progress.
- 5 This is directly related to building demand within Dayton and the numbers of homes built thus far into the year.

