

AGENDA
CITY OF DAYTON, MINNESOTA
12260 S. Diamond Lake Road, Dayton, MN 55327
Tuesday, January 28, 2025
REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.

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

- 6:30 **CALL TO ORDER**
- 6:30 **PLEDGE OF ALLEGIANCE**
- 6:35 **APPROVAL OF AGENDA**
- 6:35 **CONSENT AGENDA** *These routine or previously discussed items are enacted with one motion. Any questions on items should have those items removed from consent agenda and approved separately.*
- A. Approval of Worksession and Council Meeting Minutes of January 14, 2025
- B. Approval of Payment of Claims for January 28, 2025
- C. Approval of Resolution 05-2025; Accepting \$100.00 Donation for the Medallion Hunt From Ace Solid Waste
- D. Approval of Resolution 06-2025; Accepting \$250.00 Donation for the Medallion Hunt From States Manufacturing
- E. Approval of Resolution 07-2025; Accepting \$100.00 Donation for the Medallion Hunt From Mobile Radio Engineering
- F. Approval of Resolution 08-2025; Accepting \$100.00 Donation for the Easter Egg Hunt From Sundance Entertainment
- 6:40 **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and address; No Council Action will be taken and items will be referred back to staff*
- 6:50 **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- New Business**
- 7:00 **G. Change Orders and Contracts Information**
- Action Items**
- 7:30 **H. Stormwater Project Funding**
- 7:45 **ADJOURNMENT**

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

Mayor Fisher called the work session meeting to order at 5:00 p.m.

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

ABSENT:

ALSO PRESENT: City Administrator/Finance Director, Zach Doud; and Assistant City Administrator/City Clerk, Amy Benting

DAYTON PARKWAY DEVELOPMENT WORK SESSION

Doud introduced Jason Aarsvold from Ehlers (the City's Financial Advisor) to the City Council.

Aarsvold gave a brief background on the proposed project for the benefit of new Council Members. There is a proposed rental project that requires some roads and infrastructure that will likely cost about \$6,000,000. The developer has stated that the City fee forgiveness is not enough for the project to achieve financial feasibility. The purpose of this meeting is to present some alternatives. The number of units being proposed during the different phases of development will have an impact of the feasibility.

Aarsvold conducted a pro forma analysis that looks at all the developer's numbers and projections for the project. The main goal is to determine how much money will be made on the project. If the project will make more money than the market demands, the City should not assist the project. The pro forma analysis considers the following items: 1) Land Acquisition; 2) Construction Costs; 3) Developer Fees; 4) Debt Assumptions; 5) Return on Investment; 6) Revenues; 7) Expenditures; and 8) Debt Service. The pro forma analysis summary indicated that project costs, expenses, and financing for the project meet the industry standards. Projected rents are consistent with rents for other projects in the market. If the project absorbs all the costs of the new roadway, then the developer's return on investment is below market expectations. The City can assist the project without unduly enriching the developer. A policy decision is needed to determine if the City wants to provide assistance.

Aarsvold stated that more aggressive development timing and forgiveness of the City Fees would assist the builder with minimal impact to the City. Additionally, addressing the remaining gap with pay-as-you-go tax abatement would help. Aarsvold explained that tax abatement is effectively a rebate of the taxes paid and proposed a 75% tax abatement to provide the City with some revenue to deal with the increased services that the development will produce. The payments would be allowed on a pay-as-you-go basis, which means there will be no upfront investment from the City. The developer would need to go into the marketplace to borrow the upfront money and count on the City's monthly tax abatement to repay the loan.

Fashant asked how the school taxes are handled. Aarsvold stated that only the City's taxes get abated.

Aarsvold stated that there are projections about the amount of revenue generated by the tax abatement, but the builder must build the project, pay the taxes to get the rebates. If something happens, the risk belongs to the developer rather than the City. Aarsvold explained the idea is to stop the tax abatement when a certain threshold is met, so the City does not over assist.

Aarsvold provided a table to show the tax abatement specifics. The tax abatement process could last 9-12 years, depending of the exact threshold that has yet to be determined.

Fisher asked what the specific threshold would be. Aarsvold stated that, in today's numbers, it would likely be \$1,800,000 rather than \$2,500,000 with a range of 9-12 years of annual payments.

Aarsvold explained that tax abatement requires notices to the County and School District, and it requires a full plan being developed. A Public Hearing must occur after giving a ten-day notice. At the Public Hearing the City Council will consider a Resolution to Approve Abatement. There must be a formal agreement that the City enters with the developer that specifies the terms and conditions.

Aarsvold stated that the Council and developer need to decide if the concept of tax abatement is agreeable.

Discussion ensued.

Fashant stated that tax abatement represents a path forward that is viable. Aarsvold stated that if both parties agree to move forward with the project, the details could be refined in about two weeks.

There was consensus to move forward.

The developer came forward, expressed his appreciation to the Council, and stated that he would get all his documentation to the appropriate people right away.

Doud stated that the Term Sheet is a non-binding agreement that will be prepared for the Tuesday, January 28, 2025, City Council meeting. The Public Hearing will take place at the Tuesday, February 11, 2025, City Council meeting.

Salonek asked if the amount of tax abatement could increase. The answer is that it will not increase, but it could potentially decrease.

WORK SESSION MEETING
JANUARY 14, 2025
5:00 P.M.
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CITY OF DAYTON, MINNESOTA
12260 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

Doud stated that the tax abatement number will be a “not to exceed number,” but the builder could save some money in other areas, and the number could decrease.

Additional discussion ensued.

Doud restated that updated rents based on analysis completed previously by Maxfield Research for the developer.

Doud stated that the plan is to sell the right-of-way for the road to the developer for \$1.00 and the remainder of the land will remain in the control of the City.

Additional discussion ensued.

ADJOURNMENT

Fisher declared the meeting adjourned at 5:43 p.m.

Respectfully Submitted,

Sandra Major, Recording Secretary
TimeSaver Off Site Secretarial, Inc.

Approved: _____

Attest: Amy Benting

Mayor Fisher called the public meeting to order at 6:30 p.m.

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

ABSENT:

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

PLEDGE OF ALLEGIANCE

OATH OF OFFICE

This was inadvertently skipped. Prior to the vote for the Approval of the Agenda, the Oath of Office commenced.

Benting administered the Oath of Office for Van Asten.

Benting administered the Oath of Office for Henderson.

Following the Oath of Office, the vote for Approval of Agenda commenced.

APPROVAL OF AGENDA

Doud stated that an item needs to be added to the end of the Consent Agenda and an approval to the Elevate Hennepin Agreement needs to be added. The County's attorney is requesting that the Agreement be approved by the City Council rather than by the EDA.

Van Asten stated that she would like to pull Items C and L from the Consent Agenda.

Prior to the vote for the Approval of the Agenda, the Council Administered the Oath of Office

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Salonek to approve the agenda items, as amended. Motion carries unanimously.

CONSENT ITEMS:

- A. Approval of Council Meeting Minutes of December 23, 2024
- B. Approval of Payment of Claims for January 14, 2025
- C. Approval of Change Order One for Territorial Watermain Extension (Van Asten requested this item to be removed for discussion.)
- D. Approval of Pay Request One for Territorial Watermain Improvements
- E. Approval of Resolution 01-2025; Official Depositories, Newspaper and Bank Signatories
- F. Approval of Change Order 3 for Wellhouse 5 Project

- G. Approval of Resolution 03-2025; Accepting Donation for Police
- H. Approval of Letter of Credit Reduction for Brayburn East
- I. Approval of Pay Request 5 for Wellhouse 5 Project
- J. Approval of Pay Request 3 for Dayton Generators Project
- K. Approval of Resolution 04-2025; Accepting Donation for Fire Department
- L. Approval of Remodeling Bathrooms and Day Room for Fire Station 2 (Van Asten requested this item to be removed for discussion.)
- M. Approval of Water Trail Contract Amendment
- N. Approval of Crow/Mississippi Water Access Contract for Design Services
- N(1). Approval of the Elevate Hennepin Agreement (This item was added to the Consent Agenda)

Salonek raised questions regarding the bonds and asked if there are any of the payments payoffs. The answer is no.

Salonek asked if the Flock System included six cameras. Enga stated that the City was able to get seven cameras for the same cost as six cameras.

Salonek asked if the Graco TIF would end in 2026. The answer is no. Doud stated that the Graco TIF is projected to end in 2027 or 2028, depending on the amount of taxes generated.

Salonek asked where the money from Morton came from. Doud stated that it is technically not a payment of claims. In order to move the money from the City's investment account, it shows up as a payment of claims.

Fashant asked for clarification on the renewal subscription for Cleargov. Doud stated that Cleargov is the digital budget book that the City has had for two or three years.

Fashant asked for clarification on the subscription to First Due. Hendrickson stated that First Due is the records management system for the Fire Department.

Fashant commented on Change Order 3 on the Wellhouse 5 project. Unsuitable soil is an issue that seems to be on every project. Quisberg explained the project.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Van Asten, to approve the Consent Agenda as amended. The motion carries unanimously.

C. Approval of Change Order One for Territorial Watermain Improvements (Van Asten requested this item to be moved out of the Consent Agenda)

Van Asten raised concern about the language used for the change order, which made reference to "existing slopes," asking if the slopes were existing, why were they not

accounted for in the bid. Quisberg stated that it was a side slope for the hydrant tie-in. It was determined that it would be unsafe for the workers, and the removal of additional soil was necessary to create a safe way for maintenance to occur.

Additional discussion ensued. Doud reminded the developer paid for the project and escrow.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Salonek, to approve Change Order One for Territorial Watermain Extension. The motion carries unanimously.

L. Approval of Remodeling Bathrooms and Day Room for Fire Station 2 (Van Asten requested that this item be moved out of the Consent Agenda).

Van Asten stated that she is not opposed to the project, but it is shocking that one bid is literally double the second bid. Since there are only two bids, it is difficult to determine which bidder is out of line. Is it the City's standard practice to only have two bids?

Hendrickson agreed to get a third bid.

Fashant stated that as part of the project, some new appliances are being installed. He asked if the City already owned those appliances, or will the cost of the new appliances be in addition to the bid price. Hendrickson stated that the new appliances will come out of the Fire Department's budget.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Salonek, to approve remodeling bathrooms and day room for Fire Station 2. The motion carries unanimously.

OPEN FORUM:

Marcia Grover of 11320 Fernbrook Lane came forward and stated that the City Council tends to bend over backward for developers. Grover suggested that the City Council either stick with the Comp Plan or let all the citizens do what they want to do. Grover complained about Sign Ordinance variances. Grover criticized about a lack of parking spaces in some of the apartments in Dayton. Grover also complained about the proposal for a new gas station near her home. Grover wondered who would enforce all of the rules.

STAFF, CONSULTANT, AND COUNCIL UPDATES:

Doud welcomed new Council Members Henderson and Van Asten to the City Council.

Doud updated on the Wellhead Treatment Plant. The 90–100-day clock has begun ticking for the construction. The goal is for the project to be complete by the end of 2025.

Benting stated that the State of the Cities is coming up on January 28, 2025, from 11:00 a.m. until 2:00 p.m. Benting stated that the meeting gives a nice overview of the surrounding Cities and there is an opportunity to share the benefits of being a Dayton resident.

Benting stated that she will be out of the office and miss the next City Council meeting.

Farrell stated that the Well 4 rehab is going well. The next phases are sucking the sand out of the bottom of the well, test the well, and bring it into production.

Farrell stated that it has been a struggle to keep ice in at the outdoor ice rinks.

Farrell stated that the City was approved for the Hennepin County Youth Grant to be used on batting cages in McNeil Park. The City received \$12,400. The total cost for the project is \$27,000. The City will shoulder the construction, and CDAA will take care of the remaining balance.

Farrell stated that the Elsie Stephens Bridge Project is progressing. The contractor will be working in the ravine to get it stabilized and ready to receive the Bridge, which will be on site by the middle of April. The Project should be concluded by the end of May.

Farrell stated that the RFP for Elsie Stephens Park should be in by noon this Friday. Staff will review the submissions, then the Parks Commission will review the submissions, and make a recommendation to the Council at the first City Council Meeting in February. The hope is to award the contract by the last meeting in February.

Farrell stated that the 95% plans for the park improvements that were postponed from last year should be in front of the Parks Commission on February 4, 2025. Then the 98% plans will be presented to Council on February 25, 2025.

Fashant asked if the repairs to the pump for Well 4 have been completed. The answer is yes.

Hendrickson stated that the Fire Department has signed a contract with Hyper Reach to be the Community's Emergency Mass Notification System. It will likely take 60-90 days to get up and running. Hendrickson plans to use The Dayton Communicator to advertise it because it is an opt-in service.

Hendrickson stated that the Fire Department is rolling out to all City Staff the request for certification in IS700, which is an online class so that everyone is familiar with what emergency management is.

Enga stated that the Police Department is considering putting on a threat assessment training for the City Council and Staff. This is a 60-90-minute training. Enga would like to hold the training either on March 11, 2025, or March 25, 2025, at 5:00 p.m.

Enga stated that the Flock System installers are working on permitting for installation. The company has giving Dayton access to all the cities that share data.

Fisher asked when the Flock System will be implemented.

Enga stated that he presumes it will be springtime because a pole will have to be installed.

Sevald stated that the City (EDA) took possession of the Lent property last week.

COUNCIL BUSINESS

New Business:

O. Confirmation of Local Board of Appeal and Equalization Meeting for April 8, 2025, Starting at 5:30 p.m.

Benting stated that the County set the date and time for this meeting. It is necessary to have one trained Councilmember and a quorum.

P. Quilling Concept Review

Sevald came forward and stated that the project is located on Lawndale Lane. Jason Quilling is the applicant. The applicant wants to move the property line to create a 30-acre parcel and a 5-acre parcel. The critical issues are as follows: 1) Variance to reduce minimum lot size from 40-acres to 5-acres; 2) Variance to reduce lot frontage from 300 feet to 60 feet; 3) Roadway easement; 4) Mausoleum; and 5) Unpermitted construction.

Sevald stated that if the A-3 District is adopted, a Variance may not be necessary.

Sevald stated that road frontage issue could be avoided by platting right-of-way to include the addition of a cul-de-sac.

Fisher stated that he is not willing to entertain these Variances because of the pending A-3 District.

Fisher stated that no such Variance has ever been granted in the past, and two buildable lots below the 40-acre threshold is a nonstarter.

Salonek agreed with Fisher and stated that he is not a fan of a shared easement. It is a situation awaiting a bad outcome.

Van Asten stated that there need to be solid rules that apply to all people equally.

Sevald asked the Council if the right-of-way is dedicated, should a street be constructed, or should it remain a driveway. If a street is constructed, the City would have to maintain it. Staff's recommendation is to have a dedicated right-of-way with a driveway.

Additional discussion ensued.

Sevald stated that Staff recommends the mausoleum be platted as an easement or out lot with a driveway easement accessible to a public road.

Fisher stated that the creation of an outlot would just make the project messier.

Sevald stated that it was brought to the attention of the Planning Commission that work has been done without proper permitting. Additionally, there are commercial vehicles parked on the property, which is not allowed.

Sevald stated that after the packet went out, the applicant sent an updated Site Plan with several changes.

Joe Radach (consultant for Jason Quilling) of 8195 Vernon Street in Rockford, MN came forward and stated that the proposal is to move the lot line, not create any new lots. Radach stated that there is a private easement, and when the Quillings bought the lot, they needed that easement to provide legal access to that parcel.

Additional discussion ensued.

Radach made it clear that the Quillings would like to adjust the property line, but they intend to proceed with their project with or without the proposed adjustment. The Quillings have been advised by their attorney that they have the legal right to apply for the building permit and proceed with construction.

Additional discussion ensued.

Jonna and Jason Duke of 14661 Lawndale Lane came forward and stated that they want the City Council to understand the cumulative effect that this situation is having on them personally.

The easement was placed on the two properties for the sole purpose of grading.

Ms. Duke stated that because the Quilling property was supposed to be farmland until 2040, all of the proposed changes came as a huge surprise. Ms. Duke stated that Jason Quilling owns QT Construction and Roofing, and QT Commercial Management; he has representation here and the Dukes have received

communications from his attorney. When someone has all of these resources, it makes no sense for the proper permits to be avoided.

Ms. Duke respectfully requested that the Quillings use their existing road rather than imposing additional traffic on the Duke's property. Additionally, if the Quillings insist on using the easement, they be required to fund 100% of the improvements and maintenance.

Ms. Duke also made mention of the light pollution being caused by the Quilling's project. A pole barn was erected on the Quilling property directly behind the Duke residence. The barn was painted white, and it is fully illuminated. The lights are on from sunset to sunrise, and it affects three bedrooms in the Duke residence. Ms. Duke has asked the Quillings to turn the lights off when not in use.

Ms. Duke stated that there have been numerous developments on the Quilling's property that do not appear to have been properly permitted. There was the installation of a gas line in the very center of the easement. There was construction of water connections without any obvious sewer tie-ins. The City requested in 2023 that the commercial vehicles not be stored on the property, and yet they remain.

Ms. Duke stated that Mr. Quilling's actions give the impression that these violations are treated as a cost of doing business. This is deeply troubling to the average residents such as the Dukes who rely on the City to assure fairness and adherence to the City's Ordinances. Constant construction activity, the noise, and the traffic has taken a significant toll on the Duke's family.

Mr. Duke stated that there is a dumpster on the Quilling property, and there is an Ordinance that addresses the duration that a dumpster can remain on property. Mr. Duke asked for the road to be moved with the gas line recently being installed without permission.

Van Asten asked how a gas line could be installed in the easement without the City's knowledge or permission. Sevald stated that both should have been given prior to the installation.

Mr. Duke stated that a sprinkler system was also installed in the easement. Trees have also been planted.

Van Asten asked what the consequences are for doing things in the easement without permission. Sevald stated that the only real consequence is to remove it at the cost of the offender.

Salonek asked if there is any technical legal right. Doud stated this would be a question for the City Attorney.

Action Items

Q. Ordinance 2025-01; Adopting City Fees and Escrow Schedule

Doud stated that the suggested 2025 Fee Schedule was provided for the Council in the packet. The format was changed from a Word Document to an Excel Spreadsheet.

Doud stated that Staff went through the Fee Schedule and removed things that were not relevant. The example that was given was the fact that the City simply does not charge people to have something notarized. According to the past Fee Schedule, the cost to have something notarized is \$1, but Staff has never charged for that service.

Fashant asked if there was justification for the significant increase for Liquor Licenses. Benting stated that State Statute has an influence along with what the surrounding communities charge. There is a significant amount of Staff time expended for Liquor Licenses.

Doud stated that now, the City is doing its own compliance checks, and that is new. Doud stated that, based on State Statute, the Cannabis License had to be reduced. It was our intent to have the Cannabis License mirror the Liquor License.

Salonek stated that he's a little taken aback by the amount of some of the increases that range from 25% to 100%. A Fireworks License went from \$100 to \$1,000.

Hendrickson stated that rather than charging a fee and charging for staff time, and charging for vehicles, the City attempted to make the fee all inclusive.

Additional discussion ensued.

Doud asked if the Council has a suggestion for the cost of a Fireworks License.

Henderson asked for the average number of firefighters sent when a Fireworks License is pulled. Hendrickson stated that six firefighters, one fire engine, and one rescue vehicle is usually sent. The geographical location is also factored into consideration. Magnus events also require an off-road vehicle and a water rescue apparatus. On average there is probably 2-3 hours of time spent.

Additional discussion ensued.

Salonek suggested that the Liquor License be \$3,000 and the Fireworks License be \$500. If a nonprofit needs the fee to be waived, they can request it.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to approve Ordinance 2025-01; Adopting City Fees and Escrow Schedule, with the following two changes: 1) Liquor License is \$3,000; and 2) Fireworks License is \$500. The motion carries unanimously.

R. Resolution 02-2025; Official Designations and Appointments

Doud requested Fisher to lead the discussion by going line by line for the official designations and appointments.

Fisher stated that Fashant is Deputy Mayor.

The Planning Commission is Fisher and Salonek.

The Park Commission needs to replace both. Salonek stated that he's willing to take Trost's place, and Van Asten is willing to be the alternate.

Fisher stated that Doug Baines is the primary for Elm Creek Water Shed. Henderson is willing to be the alternate.

Fisher stated that Doud and Benting will remain for the League of Minnesota Cities.

The Northwest League of Municipalities is covered by Fisher and Fashant. Van Asten stated that she was interested in being the alternate. Fashant agreed to appoint to Van Asten.

I-94 Corridor Commission is Doud and Farell.

I-94 Chamber is Fisher and Fashant.

HRA is Salonek and Fashant. Both are considered voting members. Alternate not needed.

Fire Relief Association only needs a representative until June 30, 2025. Van Asten volunteered.

Assistant Lead Inspector for Metro Cities is Fashant.

North Metro Mayors is Fisher and Fashant.

MOTION: Motion was made by Councilmember Salonek, seconded by Councilmember Fashant, to approve Resolution 02-2025; Official Designations and Appointments. The motion carries unanimously.

S. Appoint a Planning Commissioner

Benting stated that there is a need to appoint a new Planning Commissioner to replace Van Asten. Benting stated that she unintentionally included an applicant's resume in the packet and her intention was to only include the applications.

Fisher stated that the process will be a little messy because there are six applicants. Fisher asked how long the position was posted. Benting stated that the position was posted for one month.

Fashant stated that Jeff Sargent was at the top of his list due to the strength of his position with the City of New Hope and his educational background.

Fisher stated that he had two applicants that he would be okay with. Jeff Sargent and Bob Hernz are Fisher's top picks.

Henderson concurred with Fisher.

Van Asten stated that the thing she brought to the Planning Commission was an "outsider" perspective and that is missing.

Fisher stated that there were no applicants that could be seen as a disrupter.

MOTION: Motion was made by Councilmember Van Asten, seconded by Councilmember Salonek, to appoint Jeff Sargent as Planning Commissioner. The motion carries unanimously.

T. Ordinance 2025-02; Cannabis Use Zoning Ordinance Amendment

Stensgard came forward and stated that in 2023, the Minnesota Legislature legalized adult use of cannabis statewide. The State created 16 license classifications, but it has been revised to 13, for cannabis-related businesses to obtain prior to conducting operations. The State gave zoning authority to local governments, providing them the opportunity to regulate businesses in their communities specific to time, place, and manner. Cities cannot prohibit the issuance of cannabis business licenses.

MOTION: Motion was made by Councilmember Fashant, seconded by Councilmember Van Asten, to approve Ordinance 2025-02; Cannabis Use Zoning Ordinance Amendment. The motion carries unanimously.

ADJOURNMENT

Fisher declared the meeting adjourned at 8:43 p.m.

Respectfully Submitted,

COUNCIL MEETING
JANUARY 14, 2025
6:30 P.M.
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CITY OF DAYTON, MINNESOTA
12260 SO. DIAMOND LAKE ROAD
HENNEPIN/WRIGHT COUNTIES

Sandra Major, Recording Secretary
TimeSaver Off Site Secretarial, Inc.

Approved: _____

Attest: Amy Benting

Payments to be approved at City Council Meeting January 28, 2025

	<u>Totals</u>
Claims Roster 01-28-2025	\$ 1,314,317.29
Prepaid 01-16-2025 EB	\$ 109,444.40

Total Payments:	\$ 1,423,761.69
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Payroll 01-16-2025 Bi-Weekly 02	\$ 102,432.80
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Check # sequence to be approved by City Council from meeting date of 01/28/2025:

Checks # 078323-078408

01/22/2025

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN
 EXP CHECK RUN DATES 01/28/2025 - 01/28/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	ADAM WERLINGER- JL HOMES UB refund for account: 6945 601-00000-15550 CREDIT FORWARD	01/10/2025 CHOYT	01/28/2025	42.81 42.81	42.81	Open	N 01/10/2025
	ANDERSON, CHRISTINE UB refund for account: 4407 601-00000-15550 CREDIT FORWARD	01/10/2025 CHOYT	01/28/2025	32.62 32.62	32.62	Open	N 01/10/2025
	ARCHIVESOCIAL INC. SOCIAL MEDIA ARCHIVING SUBSCRIPTION 3.15.: CHOYT 101-41820-50205 SOCIAL MEDIA ARCHIVING SUBSCRIPTION 2025	01/10/2025 CHOYT	01/28/2025	4,397.40 4,397.40	4,397.40	Open	N 01/10/2025
	ASPEN MILLS PD; UNIFORM- MCALPINE 101-42120-50217 PD; UNIFORM- MCALPINE	01/14/2025 CHOYT	01/28/2025	313.99 313.99	313.99	Open	N 01/08/2025
	BANK FEE-ADJ CASH MGMT/SCANNER DEC 2024 101-41500-50309 CASH MGMT DEC 2024 101-41500-50309 SCANNER FEES DEC 2024	12/31/2024 DBRUNETTE	12/31/2024	50.00 25.00 25.00	0.00	Paid	Y 12/31/2024
	BEAUDRY PW; UNLEADED 87 -853.30 101-43100-50212 PW; UNLEADED 87 -853.30	01/13/2025 CHOYT	01/28/2025	2,163.97 2,163.97	2,163.97	Open	N 01/06/2025
	BIANCHI, COREY UB refund for account: 2554 601-00000-15550 CREDIT FORWARD	01/10/2025 CHOYT	01/28/2025	64.24 64.24	64.24	Open	N 01/10/2025

CAMPBELL KNUTSON P.A.	01/15/2025	01/28/2025	3,750.00	3,750.00	Open	N
LEGAL FEES-DEC 2024 PROJ #6180	CHOYT					12/31/2024
411-43100-50304-6180	LEGAL FEES-DEC 2024 PROJ #6180		3,750.00			
CAMPBELL KNUTSON P.A.	01/15/2025	01/28/2025	690.00	690.00	Open	N
LEGAL FEES-PROJ #6190 DEC 2024	CHOYT					12/31/2024
411-43100-50304-6190	Legal Fees-Gen		690.00			
CAMPBELL KNUTSON P.A.	01/15/2025	01/28/2025	5,018.28	5,018.28	Open	N
LEGAL FEES-GENERAL DEC 2024	CHOYT					12/31/2024
410-41900-50510	LAND-DEC 2024		1,529.00			
101-41640-50304	LEGAL FEES-GENERAL DEC 2024		3,489.28			
CENTERPOINT ENERGY	01/14/2025	01/28/2025	6,196.57	0.00	Paid	Y
PW/PD FACILITY; 10662228-5 DEC 2024	CHOYT					12/31/2024
101-43100-50383	PW FACILITY; 10662228-5		3,098.28			
101-42120-50383	PD FACILITY; 10662228-5		3,098.29			
CENTERPOINT ENERGY	01/14/2025	01/28/2025	53.03	0.00	Paid	Y
RH WELLHOUSE; 11429952-2 DEC 2024	CHOYT					12/31/2024
601-49400-50383	RH WELLHOUSE; 11429952-2		53.03			
CINTAS	01/10/2025	01/28/2025	191.11	191.11	Open	N
PW; UNIFORMS	CHOYT					01/09/2025
101-43100-50217	PW; UNIFORMS		191.11			
CINTAS	01/21/2025	01/28/2025	121.12	121.12	Open	N
PW; UNIFORMS	CHOYT					01/16/2025
101-43100-50217	PW; UNIFORMS		121.12			
CITY OF MAPLE GROVE	01/21/2025	01/28/2025	35,553.21	35,553.21	Open	N
15,391 GALLONS WATER USAGE &HYDRANT NOV	CHOYT					12/31/2024
601-49400-50389	15,391 GALLONS WATER USAGE &HYDRANT		35,553.21			
CITY OF MINNETONKA	01/21/2025	01/28/2025	774.26	774.26	Open	N
PW; 2024 BRINE SALES	CHOYT					12/31/2024
101-43100-50224	PW; 2024 BRINE SALES		774.26			

	CITY OF ROGERS	01/10/2025	01/28/2025	73,673.60	73,673.60	Open	N
	SEWER&WATER JPA FEES-;JAN-DEC 2024 DIAMOND CHOYT						12/31/2024
	602-49400-50315 SWR JPA FEES- JAN-DEC 2024 6,619,500 GAL			46,336.50			
	601-49400-50315 WA JPA FEES; JAN-DEC 2024 8,050,000 GAL			27,337.10			
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	CMT JANITORIAL SERVICES	01/21/2025	01/28/2025	1,602.00	1,602.00	Open	N
	CONTRACT SERVICES-OFC CLEANING FEB 2025 CHOYT						01/21/2025
	101-41910-50308 CONTRACT SERVICES-OFC CLEANING			602.00			
	101-41810-50308 CONTRACT SERVICES-OFC CLEANING			1,000.00			
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Reissued							
Check	CONNEXUS ENERGY	01/12/2024	01/23/2024	10,000.00	0.00	Paid	Y
	2023 ROW ESCROW RELEASE; CONNEXUS ENERGY CHOYT						12/31/2023
	421-00000-22100 2023 ROW ESCROW RELEASE; CONNEXUS ENERGY			10,000.00			
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	CORE & MAIN	01/13/2025	01/28/2025	78,792.00	78,792.00	Open	N
	PW; 402- 510 M S/POINT METERS CHOYT						01/08/2025
	601-49400-50259 PW; 402- 510 M S/POINT METERS			78,792.00			
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	CORNERSTONE	01/16/2025	01/28/2025	661.34	661.34	Open	N
	PD; REPAIR/MAINT- HEADLAMP CHOYT						01/16/2025
	101-42120-50220 PD; REPAIR/MAINT- HEADLAMP			661.34			
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	CORNERSTONE	01/16/2025	01/28/2025	1,986.34	1,986.34	Open	N
	PD; REPAIR-2020 DODGE CHOYT						01/16/2025
	101-42120-50220 PD; REPAIR-2020 DODGE			1,986.34			
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	D P SUCKOW & T A MARCINIAK	01/10/2025	01/28/2025	6.10	6.10	Open	N
	UB refund for account: 2794 CHOYT						01/10/2025
	601-00000-15550 CREDIT FORWARD			6.10			
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	DAVID FASHANT	01/10/2025	01/28/2025	50.00	50.00	Open	N
	I-94 WEST CHAMBER OF COMMERCE MEETING ROOM CHOYT						12/11/2024
	101-41110-50208 I-94 WEST CHAMBER OF COMMERCE MEETING			50.00			
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	ECM PUBLISHERS, INC	01/21/2025	01/28/2025	86.25	86.25	Open	N
	PROFESSIONAL SRVS; ORDINANCE 2024-17 CHOYT						12/31/2024
	415-41900-50300 PROFESSIONAL SRVS; ORDINANCE 2024-17			86.25			
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ECM PUBLISHERS, INC	01/21/2025	01/28/2025	463.25	463.25	Open	N
PHN; FED GRANT RELEASE OF FUNDS	CHOYT					01/21/2025
601-49400-50352	PHN; FED GRANT RELEASE OF FUNDS		463.25			
ECM PUBLISHERS, INC	01/22/2025	01/28/2025	163.87	163.87	Open	N
LEGAL NOTICES/FILING FEE PROJ. #6203	CHOYT					01/16/2025
411-43100-50351-6203	LEGAL NOTICES/FILING FEE PROJ. #6203		163.87			
ECM PUBLISHERS, INC	01/22/2025	01/28/2025	293.25	293.25	Open	N
FED GRANT RELEASE OF FUNDS	CHOYT					01/16/2025
601-49400-50352	FED GRANT RELEASE OF FUNDS		293.25			
EHLERS & ASSOCIATES, INC	01/21/2025	01/28/2025	686.25	686.25	Open	N
PREPARE 2ND HALF 2024 PAYGO TIF CALC.	CHOYT					01/09/2025
438-41900-50300	PREPARE 2ND HALF 2024 PAYGO TIF CALC.		686.25			
ELIZABETH DECKER	01/13/2025	01/28/2025	4.20	4.20	Open	N
MILEAGE REIMBURSEMENT; JAN 2025	CHOYT					01/02/2025
101-41910-50331	MILEAGE; JAN 2025		4.20			
EMERGENCY AUTOMOTIVE TECHNOLOGIES	01/14/2025	01/28/2025	374.25	374.25	Open	N
PD; REPAIR/MAINT- 2023 DODGE DURANGO #231	CHOYT					01/10/2025
101-42120-50220	PD; REPAIR/MAINT- 2023 DODGE		374.25			
ENTERPRISE FM TRUST	01/10/2025	01/28/2025	5,941.31	5,941.31	Open	N
MOTOR VEHICLES LEASING PROGRAM-JAN 2025	CHOYT					01/05/2025
401-42120-50550	MOTOR VEHICLES LEASING PROGRAM-JAN 2025		5,941.31			
FORCE AMERICA DISTRIBUTING LLC	01/10/2025	01/28/2025	450.00	450.00	Open	N
PW; UPGRADE UNIT AND SUPPLIES	CHOYT					01/09/2025
101-43100-50220	PW; UPGRADE UNIT AND SUPPLIES		450.00			
FORCE AMERICA DISTRIBUTING LLC	01/21/2025	01/28/2025	200.00	200.00	Open	N
PW; 5MB FLAT DATA PLAN- DEC 2024	CHOYT					12/31/2024
101-43100-50220	PW; 5MB FLAT DATA PLAN- DEC 2024		200.00			
FULLY PROMOTED/EMBROIDME	01/13/2025	01/28/2025	87.86	87.86	Open	N
PW; UNIFORM /K MONTGOMERY	CHOYT					01/13/2025

101-43100-50217	PW; UNIFORM /K MONTGOMERY			87.86			
FULLY PROMOTED/EMBROIDME	01/21/2025	01/28/2025	65.00	65.00	Open	N	
AC; OPERATING SUPPLIES-2025 MEDALLION	CHOYT						01/16/2025
101-41910-50210	AC; OPERATING SUPPLIES-2025 MEDALLION		65.00				
GRAINGER, INC	01/21/2025	01/28/2025	1,102.10	1,102.10	Open	N	
PW; OTHER EQUIPMENT-ROLLING LADDER 5FT	CHOYT						01/21/2025
101-43100-50580	PW; OTHER EQUIPMENT-ROLLING LADDER 5FT		1,102.10				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	92.50	92.50	Open	N	
IT; PROFESSIONAL SRVS- FD ADD P BARTHEL	CHOYT						01/14/2025
101-41820-50300	IT; PROFESSIONAL SRVS- FD ADD P BARTHEL		92.50				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	370.00	370.00	Open	N	
IT; PROFESSIONAL SRVS-SETUP DOMAIN	CHOYT						01/14/2025
101-41820-50300	IT; PROFESSIONAL SRVS-SETUP DOMAIN		370.00				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	120.00	120.00	Open	N	
IT; SUBSCRIPTIONS MICROSOFT 2025-2026	CHOYT						01/14/2025
101-41810-50205	IT; SUBSCRIPTIONS MICROSOFT 2025-2026		120.00				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	2,489.52	2,489.52	Open	N	
IT; SUBSCRIPTIONS-OFFICE 365 PD2025-2026	CHOYT						01/14/2025
101-41810-50205	IT; SUBSCRIPTIONS-OFFICE 365 PD2025-2026		2,489.52				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	92.50	92.50	Open	N	
IT; PROFESSIONAL SRVS-CHOYT BS&A PR & Q	CHOYT						01/14/2025
101-41820-50300	IT; PROFESSIONAL SRVS-CHOYT BS&A PR & Q		92.50				
GUIDANCEPOINT TECHNOLOGIES	01/14/2025	01/28/2025	682.50	682.50	Open	N	
IT; PROFESSIONAL SRVS-NEW USER PD SOCIAL V	CHOYT						01/14/2025
101-41820-50300	IT; PROFESSIONAL SRVS-NEW USER PD SOCIAL		682.50				
GUIDANCEPOINT TECHNOLOGIES	01/22/2025	01/28/2025	277.50	277.50	Open	N	
IT; PROFESSIONAL SRVS-DRIVE ACCESS/BS&A	CHOYT						01/22/2025
101-41820-50300	IT; PROFESSIONAL SRVS-DRIVE ACCESS/BS&A		277.50				

GUIDANCEPOINT TECHNOLOGIES	01/22/2025	01/28/2025	1,399.99	1,399.99	Open	N
IT; PROFESSIONAL SRVS-RENEWAL SONICWALL CHOYT						01/21/2025
101-41820-50300 IT; PROFESSIONAL SRVS-RENEWAL SONICWALL			1,399.99			
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HACH COMPANY INC	01/21/2025	01/28/2025	525.75	525.75	Open	N
PW; CHEMICALS CHOYT						01/21/2025
601-49400-50210 PW; CHEMICALS			525.75			
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HACH COMPANY INC	01/21/2025	01/28/2025	62.00	62.00	Open	N
PW; CHEMICALS CHOYT						01/16/2025
601-49400-50210 PW; CHEMICALS			62.00			
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HAMACK, GARY	01/10/2025	01/28/2025	45.45	45.45	Open	N
UB refund for account: 1833 CHOYT						01/10/2025
601-00000-15550 CREDIT FORWARD			45.45			
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HANSON BUILDERS	01/13/2025	01/28/2025	3,000.00	3,000.00	Open	N
15131 109TH AVE N LANDSCAPE ESCROW RELE/ CHOYT						01/13/2025
420-00000-22100 15131 109TH AVE N LANDSCAPE ESCROW RELEA			3,000.00			
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HANSON BUILDERS	01/13/2025	01/28/2025	3,000.00	3,000.00	Open	N
15411 110TH AVE N LANDSCAPE ESCROW RELE/ CHOYT						01/13/2025
420-00000-22100 15411 110TH AVE N LANDSCAPE ESCROW RELEA			3,000.00			
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HAWKINS, INC	01/21/2025	01/28/2025	40.00	40.00	Open	N
PW; CHEMICALS CHOYT						01/21/2025
601-49400-50216 PW; CHEMICALS			40.00			
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HENNEPIN COUNTY	01/16/2025	01/28/2025	2,294.78	2,294.78	Open	N
PD; RADIO LEASE- DEC 2024 CHOYT						12/31/2024
101-42120-50320 PD; RADIO LEASE- DEC 2024			2,294.78			
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HENNEPIN COUNTY	01/21/2025	01/28/2025	3,379.06	3,379.06	Open	N
FD; RADIO LEASE- DEC 2024 CHOYT						12/31/2024
101-42260-50320 FD; RADIO LEASE- DEC 2024			3,379.06			
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HENNEPIN COUNTY HUMAN SERVICES & PH	01/16/2025	01/28/2025	6,059.00	6,059.00	Open	N
EMBEDDED SOCIAL WORKER; OCT-DEC 2024 4TI CHOYT						12/31/2024

101-42120-50300	EMBEDDED SOCIAL WORKER; OCT-DEC 2024			6,059.00			
HENNEPIN COUNTY -PROPERTY TAX	01/13/2025	01/28/2025	2,607.46	2,607.46	Open	N	
PROFESSIONAL SRVS-TIF PARCEL	CHOYT					12/31/2024	
438-41900-50300	PROFESSIONAL SRVS-TIF PARCEL		1,026.98				
477-41710-50300	PROFESSIONAL SRVS-TIF PARCEL		921.01				
435-41900-50300	PROFESSIONAL SRVS-TIF PARCEL		659.47				
HENNEPIN COUNTY -PROPERTY TAX	01/15/2025	01/28/2025	1,371.71	1,371.71	Open	N	
2025 TNT NOTICES	CHOYT					01/15/2025	
101-49999-50370	2025 TNT NOTICES		1,371.71				
HENNEPIN COUNTY -PROPERTY TAX	01/16/2025	01/28/2025	4,985.09	4,985.09	Open	N	
PROFESSIONAL SRVS-TIF PARCELS	CHOYT					12/31/2024	
477-41710-50300	PROFESSIONAL SRVS-TIF PARCELS		956.24				
435-41900-50300	PROFESSIONAL SRVS-TIF PARCELS		645.93				
379-47000-50300	PROFESSIONAL SRVS-TIF PARCELS		995.25				
436-41900-50300	PROFESSIONAL SRVS-TIF PARCELS		2,387.67				
HENNEPIN COUNTY SHERIFFS OFFIC	01/16/2025	01/28/2025	167.36	167.36	Open	N	
PD; PER DIEM AND PROCESSING DEC 2024	CHOYT					12/31/2024	
101-42120-50306	PD; PER DIEM AND PROCESSING DEC 2024		167.36				
HOME SECURITY ABSTRACT AND TITLE	12/05/2024	12/05/2025	594,609.79	0.00	Paid	Y	
LAND PURCHASE	DBRUNETTE					12/05/2024	
410-41900-50510	LAND PURCHASE		594,609.79				
HP GROUP HEALTH NON-PATIENT A/R	01/14/2025	01/28/2025	103.35	0.00	Paid	Y	
EAP (CUST# 12750101); JAN 2025	CHOYT					01/11/2025	
101-41810-50205	EAP (CUST# 12750101); JAN 2025		103.35				
INVOICE CLOUD	12/09/2024	12/09/2024	861.50	0.00	Paid	Y	
NOV 2024 FEES	DBRUNETTE					12/09/2024	
101-41500-50309	NOV 2024 FEES		65.00				
101-41660-50309	NOV 2024 FEES		51.75				
601-49400-50309	NOV 2024 FEES		372.37				
602-49400-50309	NOV 2024 FEES		372.38				

INVOICE CLOUD	01/09/2025	01/09/2025	1,498.05	1,498.05	Open	N
DEC 2024 FEES	DBRUNETTE					01/09/2025
101-41500-50309	DEC 2024 FEES		50.00			
101-41660-50309	DEC 2024 FEES		39.00			
601-49400-50309	DEC 2024 FEES		704.52			
602-49400-50309	DEC 2024 FEES		704.53			
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J.P. MORGAN CHASE BANK NA	01/13/2025	01/28/2025	9,930.69	9,930.69	Open	N
VISA ACCOUNT #2745 DEC 2024 STATEMENT	CHOYT					12/31/2024
101-41410-50100	WAGES AND SALARIES (GENERAL)-INTAB		64.36			
101-42260-50200	SUPPLIES-VET PARTNERS		38.93			
101-42260-50200	SUPPLIES-AMAZON		234.67			
101-42260-50200	SUPPLIES-THE HOME DEPOT		5.43			
101-42260-50220	REPAIR/MAINT-SOTO SHINE		0.27			
101-42120-50208	PROFESSIONAL DEVELOPMENT-BCA TRAINING		75.00			
101-42260-50200	SUPPLIES-SAMS CLUB		159.20			
101-42260-50200	SUPPLIES		11.96			
101-42120-50208	PROFESSIONAL DEVELOPMENT-CHANTICLEAR		98.42			
101-42260-50217	UNIFORM- 5.11		180.00			
101-42260-50212	MOTOR FUELS-KWIK TRIP		14.74			
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM		993.70			
101-41910-50213	EMPLOYEE APPRECIATION PROGRAM		261.25			
101-41810-50200	SUPPLIES-AMAZON		45.62			
101-41810-50200	SUPPLIES-AMAZON		134.17			
101-41810-50200	SUPPLIES-AMAZON		110.54			
101-41810-50200	SUPPLIES-AMAZON		71.63			
101-41810-50200	SUPPLIES-AMAZON		17.85			
101-41710-50208	PROFESSIONAL DEVELOPMENT-SENSIBLE LAND		204.00			
101-42260-50322	POSTAGE-USPS		8.85			
101-42120-50200	SUPPLIES-AMAZON		37.87			
101-42120-50200	SUPPLIES-AMAZON		22.66			
101-42120-50200	SUPPLIES-AMAZON		134.17			
101-42120-50200	SUPPLIES-AMAZON		39.46			
101-42260-50220	REPAIR/MAINT-POWER LODGE		338.80			
101-41810-50200	SUPPLIES-MINUTEMAN PRESS		539.75			
101-41500-50200	SUPPLIES-AMAZON		24.32			
101-42120-50392	WELLNESS PROGRAM-SP REP FITNESS		163.20			
101-43100-50520	BUILDINGS AND STRUCTURES-ROTO ROOTER		528.00			

101-42260-50200	SUPPLIES-AIRGAS			149.29			
101-41310-50200	SUPPLIES-AMAZON			51.35			
101-41910-50210	OPERATING SUPPLIES-AMAZON			134.17			
101-42260-50217	UNIFORM-MACQUEEN			3,716.65			
101-42120-50220	REPAIR/MAINT-ADAM'S PEST			74.34			
101-43100-50220	REPAIR/MAINT-ADAM'S PEST			74.34			
101-42260-50208	PROFESSIONAL DEVELOPMENT-NATIONAL REGIST			50.00			
101-42260-50208	PROFESSIONAL DEVELOPMENT-BLS ONLINE			72.00			
101-41710-50208	PROFESSIONAL DEVELOPMENT-SENSIBLE			250.00			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			132.70			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			132.62			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			142.05			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			123.78			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			129.98			
101-42120-50395	CRIME PREVENTION SUPPLIES-TARGET			128.91			
101-41500-50200	SUPPLIES-AMAZON			9.69			
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JORGE BRITO		01/13/2025	01/28/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 1/11/25	CHOYT						01/13/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 1/11/25			300.00			
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KWIK TRIP INC		01/16/2025	01/28/2025	190.61	0.00	Paid	Y
PD; 514204/ CARWASH DEC 2024	CHOYT						12/31/2024
101-42120-50220	PD; 514204/ CARWASH DEC 2024			139.30			
101-42120-50212	PD; MOTOR FUELS DEC 2024			51.31			
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LANDFORM PROFESSIONAL SVCS, LLC		01/22/2025	01/28/2025	6,641.25	6,641.25	Open	N
PROFESSIONAL SRVS-DEC 2024	CHOYT						12/31/2024
408-45300-50300	PROFESSIONAL SRVS-DEC 2024			6,641.25			
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LEAGUE OF MN CITIES-INSURANCE		01/22/2025	01/28/2025	73,770.00	73,770.00	Open	N
PROPERTY/CASUALTY COVERAGE PREMIUM; 202	CHOYT						01/22/2025
101-41110-50362	PROPERTY INS			525.47			
101-41310-50362	PROPERTY INS			1,110.39			
101-41420-50362	PROPERTY INS			1,007.51			
101-41500-50362	PROPERTY INS			633.78			
101-41810-50362	PROPERTY INS			407.18			
101-41710-50362	PROPERTY INS			857.73			

101-41910-50362	PROPERTY INS			910.81			
101-42120-50362	PROPERTY INS			34,480.30			
101-42260-50362	PROPERTY INS			4,385.21			
101-43100-50362	PROPERTY INS			12,201.63			
101-45200-50362	PROPERTY INS			6,304.47			
601-49400-50362	PROPERTY INS			4,247.73			
602-49400-50362	PROPERTY INS			6,697.79			
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LEXIPOL, LLC		01/16/2025	01/28/2025	7,229.42	7,229.42	Open	N
PD; ANNUAL POLICY MANUAL & TRAINING 2025	CHOYT						01/16/2025
101-42120-50308	PD; ANNUAL POLICY MANUAL & TRAINING 2025			7,229.42			
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MCMA SECRETARIAT		01/10/2025	01/28/2025	202.80	202.80	Open	N
DUES RENEWAL; Z DOUD 2025	CHOYT						01/10/2025
101-41310-50208	DUES RENEWAL; Z DOUD 2025			202.80			
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MENARDS - MAPLE GROVE		01/21/2025	01/28/2025	233.85	233.85	Open	N
PW; CH GARAGE KEYPADS/SPACE HEATERS	CHOYT						01/21/2025
101-43100-50520	PW; CH GARAGE KEYPADS/SPACE HEATERS			233.85			
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MENARDS - MAPLE GROVE		01/21/2025	01/28/2025	144.70	144.70	Open	N
PW; SUPPLIES	CHOYT						01/17/2025
101-43100-50210	PW; SUPPLIES			144.70			
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MENARDS - MAPLE GROVE		01/21/2025	01/28/2025	25.45	25.45	Open	N
PW; SUPPLIES	CHOYT						01/08/2025
101-43100-50210	PW; SUPPLIES			25.45			
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METRO CITIES		01/13/2025	01/28/2025	4,008.00	4,008.00	Open	N
2025 METRO CITIES MEMBERSHIP DUES	CHOYT						01/13/2025
101-41110-50205	2025 METRO CITIES MEMBERSHIP DUES			4,008.00			
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METROPOLITAN COUNCIL		01/16/2025	01/28/2025	100,866.15	0.00	Paid	Y
SAC FEE; DEC 2024	CHOYT						12/31/2024
602-00000-20801	SAC FEE; DEC 2024			101,885.00			
602-49450-37270	LESS PROMPT PAYMENT FEE; DEC 2024			(1,018.85)			
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MICHAEL & JENNIFER GADE		01/10/2025	01/28/2025	140.42	140.42	Open	N

UB refund for account: 6512	CHOYT						01/10/2025
601-00000-15550 CREDIT FORWARD				140.42			
MINNESOTA UI FUND	01/16/2025	01/28/2025		4,752.15	4,752.15	Open	N
ACCOUNT #07984917 QTR 4	CHOYT						12/31/2024
101-41710-50361 ACCOUNT #07984917 QTR 4				4,752.15			
MN DEPT OF LABOR & INDUSTRY	01/14/2025	01/28/2025		18,824.14	18,824.14	Open	N
BLDG PERMIT SURCHARGE; OCT-DEC 2024	CHOYT						12/31/2024
101-00000-22020 BLDG PERMIT SURCHARGE; OCT-DEC 2024				18,824.14			
MN DEPT OF REVENUE	01/15/2025	01/15/2025		147.00	0.00	Paid	Y
S/U TAX DEC 2024	DBRUNETTE						01/15/2025
101-00000-20300 Sales Tax Payable				147.00			
MN PUBLIC FACILITIES	01/21/2025	01/28/2025		1,819.40	1,819.40	Open	N
G.O. BOND INTEREST MPFA-09-0058-R-FY10	CHOYT						01/16/2025
348-41900-50611 G.O. BOND INTEREST				1,819.40			
MNFIRE	01/21/2025	01/28/2025		290.00	290.00	Open	N
FD; 2025 MSFDA MEMBERSHIP DUES	CHOYT						01/21/2025
101-42260-50205 FD; 2025 MSFDA MEMBERSHIP DUES				290.00			
MONTICELLO ANIMAL CONTROL	01/14/2025	01/28/2025		55.00	55.00	Open	N
PD; ANIMAL CONTROL/DEC 2024 JONQUIL LN/HI	CHOYT						12/06/2024
101-42140-50308 PD; ANIMAL CONTROL/DEC 2024				55.00			
MOTOROLA, INC	01/21/2025	01/28/2025		219.02	219.02	Open	N
PD; IN-CAR VIDEO SYSTEM ANNUAL 2023-6.20.21	CHOYT						01/21/2025
101-42120-50308 PD; IN CAR VIDEO SYSTEM ANNUAL 23-25				219.02			
MOTOROLA, INC	01/21/2025	01/28/2025		750.00	750.00	Open	N
PD; MAINTENANCE SUPPORT 12.4.24-12.3.25	CHOYT						01/21/2025
101-42120-50308 PD; MAINTENANCE SUPPORT 12.4.24-12.3.25				750.00			
MOTOROLA, INC	01/21/2025	01/28/2025		8,826.05	8,826.05	Open	N
PD; ON-SITE DEPLOYMENT QUOTE#2620181 2024	CHOYT						12/31/2024
401-42120-50580 PD; ON-SITE DEPLOYMENT QUOTE#2620181				8,826.05			

NATHAN MATHIS	01/13/2025	01/28/2025	120.45	120.45	Open	N
PW; UNIFORM REIMBURSEMENT; N.MATHIS	CHOYT					01/07/2025
101-43100-50217	PW; UNIFORM REIMBURSEMENT; N.MATHIS		120.45			
NOBERG HOMES	01/15/2025	01/28/2025	3,000.00	3,000.00	Open	N
18150 COUNTY ST LANDSCAPE ESCROW RELEASE	CHOYT					01/15/2025
420-00000-22100	18150 COUNTY ST LANDSCAPE ESCROW RELEASE		3,000.00			
NORTH MEMORIAL EMS EDUCATION	01/21/2025	01/28/2025	400.00	400.00	Open	N
FD; VARIANCE TRAINING	CHOYT					12/31/2024
101-42260-50208	FD; VARIANCE TRAINING		400.00			
OLD REPUBLIC BUSINESS INFOR & TECH	01/21/2025	01/28/2025	200.00	200.00	Open	N
ROW FOR FUTURE 113TH AVE TITLE RPT	CHOYT					01/09/2025
414-41900-50300	ROW FOR FUTURE 113TH AVE TITLE RPT		200.00			
OPUS DEVELOPMENT COMPANY LLC	01/15/2025	01/28/2025	168,633.13	168,633.13	Open	N
PROFESSIONAL SRVS-OPUS PROJ 32082.20 DEC	CHOYT					12/31/2024
415-41900-50300	PROFESSIONAL SRVS-OPUS PROJ 32082.20		244,693.00			
415-41900-50300	STORM TRUNK FEE CREDIT		(76,059.87)			
PARENT BUILDERS, INC	01/15/2025	01/28/2025	3,000.00	3,000.00	Open	N
14965 142ND AVE N LANDSCAPE ESCROW RELE	CHOYT					01/15/2025
420-00000-22100	14965 142ND AVE N LANDSCAPE ESCROW RELEA		3,000.00			
PAYMENTECH	12/04/2024	12/04/2024	1,501.40	0.00	Paid	Y
DEC FEES 2024	DBRUNETTE					12/04/2024
101-41500-50309	DEC FEES 2024		265.76			
101-41500-50309	DEC FEES 2024		1,235.64			
QUADIENT INC.	01/14/2025	01/28/2025	1,548.72	1,548.72	Open	N
CH; METER RENTAL & MAINTENANCE 2025	CHOYT					01/14/2025
101-41810-50322	CH; METER RENTAL & MAINTENANCE		1,548.72			
QUIANA THIBODEAUX AND DARRYL THIBOD	01/10/2025	01/28/2025	13.31	13.31	Open	N
UB refund for account: 5576	CHOYT					01/10/2025
601-00000-15550	CREDIT FORWARD		13.31			

ROCK LEAF WATER ENVIRONMENTAL LLC	01/14/2025	01/28/2025	19,932.83	19,932.83	Open	N
PW; PROFESSIONAL SRVS-WASTE SERVICES 202 CHOYT						12/31/2024
101-43100-50300	PW; PROFESSIONAL SRVS-WASTE SERVICES		19,932.83			
SUSANNE JACOBS	01/21/2025	01/28/2025	300.00	300.00	Open	N
DAC RENTAL DEPOSIT REFUND: EVENT 1/19/25 CHOYT						01/21/2025
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 1/19/25		300.00			
TASC	01/15/2025	01/28/2025	38.48	0.00	Paid	Y
COBRA ADMIN FEE; MAR 2025 CHOYT						01/15/2025
101-41810-50205	COBRA ADMIN FEE; MAR 2025		38.48			
TERMINAL SUPPLY	01/13/2025	01/28/2025	294.49	0.00	Paid	Y
PW; OPERATING SUPPLIES CHOYT						12/31/2024
101-43100-50210	PW; OPERATING SUPPLIES		294.49			
TIMESAVER OFF SITE SECRETARIAL. INC	01/21/2025	01/28/2025	212.50	212.50	Open	N
MINUTES; PC 1/7 CHOYT						01/21/2025
101-41420-50300	MINUTES; PC 1/7		212.50			
TOSHIBA BUSINESS SYSTEMS	01/14/2025	01/28/2025	22.80	22.80	Open	N
FD; ESTUDIO -JAN 2025 BW-1000/DEC 2024 CLR CHOYT						01/02/2025
101-42260-50200	FD; ESTUDIO -JAN 2025 BW-1000/DEC CLR		22.80			
TOSHIBA BUSINESS SYSTEMS	01/14/2025	01/28/2025	104.29	104.29	Open	N
CH; ESTUDIO 4525 BACK PRINTER DEC 2024 CHOYT						01/02/2025
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER DEC 2024		104.29			
VANDECROMMERT, WILL	01/10/2025	01/28/2025	21.53	21.53	Open	N
UB refund for account: 5120 CHOYT						01/10/2025
601-00000-15550	CREDIT FORWARD		21.53			
VERIZON WIRELESS	01/21/2025	01/28/2025	150.12	150.12	Open	N
PW;CELL SERVICE;MCM SEWER DEC 2024 CHOYT						12/31/2024
602-49400-50321	PW;CELL SERVICE;MCM SEWER		150.12			
VISA-CH	01/15/2025	01/28/2025	81.32	0.00	Paid	Y

5321 VISA CH; DEC 2024	CHOYT						12/31/2024
101-41500-50200	SUPPLIES-AMAZON			34.32			
101-41500-50200	SUPPLIES-AMAZON			20.74			
101-41500-50200	SUPPLIES-CART FULL			26.26			

VISA-CH	01/15/2025	01/28/2025		976.62	0.00	Paid	Y
5198 VISA CH; DEC 2024	CHOYT						12/31/2024
101-41500-50205	CH; ZOOM			52.09			
101-41820-50308	CH; MICROSOFT			8.70			
101-41820-50308	CH; DIGIUM CLOUD			704.83			
101-43100-50212	PW; MOTOR FUELS-FUEL CLOUD			122.50			
101-41910-50210	OPERATING SUPPLIES-HOLIDAYTON			2.73			
101-41500-50200	SUPPLIES-AMAZON			81.77			
101-41820-50308	CH; MICROSOFT			4.00			

VISA-FD2	01/21/2025	01/28/2025		319.24	319.24	Open	N
5396 VISA FD; DEC 2024	CHOYT						12/31/2024
101-42260-50220	FD; MISTER CAR WASH-ASTRUP			35.88			
101-42260-50220	FD; SOTA SHINE-HENDRICKSON			50.10			
101-42260-50320	FD; COMMUNICATIONS ACTIVE ALERT			195.25			
101-42260-50208	FD; EMT RECERTIFICATION			50.00			
101-41910-50210	OPERATING SUPPLIES-HOLIDAYTON RETURN			(11.99)			

VISA-PD	01/16/2025	01/28/2025		555.39	0.00	Paid	Y
5081 VISA PD; DECEMBER 2024	CHOYT						12/31/2024
101-42120-50200	PD; SUPPLIES-AMAZON			20.49			
101-42120-50217	PD; UNIFORM-MURPHY			158.29			
101-41410-50210	PD; OPERATING SUPPLIES-AMAZON			35.26			
101-42120-50217	PD; UNIFORM-JUNTUNEN			52.38			
101-42120-50205	PD; ALEXANDRIA JOB FAIR			85.00			
101-42120-50205	PD; SUBSCRIPTIONS/MEMBERSHP-VELOCIT			50.00			
101-41410-50210	PD; OPERATING SUPPLIES-AMAZON			12.58			
101-42120-50200	PD; SUPPLIES-AMAZON			66.89			
101-42120-50200	PD; SUPPLIES-AMAZON			46.55			
101-42120-50200	PD; SUPPLIES-AMAZON			27.95			

VISA-PW	01/16/2025	01/28/2025		2,073.12	0.00	Paid	Y
7665 VISA PW; DEC 2024	CHOYT						12/31/2024

101-43100-50210	PW; SUPPLIES-AMAZON			29.99			
101-43100-50217	PW; UNIFORM- K SPRINGER			280.00			
101-43100-50210	PW; OPERATING SUPPLIES-AMAZON			99.99			
101-43100-50217	PW; UNIFORM- M FARRELL			297.98			
101-43100-50210	PW; OPERATING SUPPLIES-CABELA'S			119.63			
101-41910-50322	PW; POSTAGE			43.80			
101-43100-50217	PW; UNIFORM- D DEHN			242.24			
101-43100-50217	PW; UNIFORM- V MARTINEZ			220.99			
101-43100-50210	PW; OPERATING SUPPLIES-AMAZON			16.56			
101-43100-50220	PW; REPAIR/MAINT-AMAZON			586.95			
101-43100-50217	PW; UNIFORM- M CARLSON			134.99			
<hr/>							
XCEL ENERGY		01/10/2025	01/28/2025	89.13	0.00	Paid	Y
51-0013433364-2; 18404 DAYTON ST LGT; DEC 2 CHOYT							12/31/2024
101-43100-50230	51-0013433364-2; 18404 DAYTON ST LGT;DEC			89.13			
<hr/>							
XCEL ENERGY		01/13/2025	01/28/2025	31.56	0.00	Paid	Y
51-0013211437-0;SDL TRAIL LIFT; DEC 2024 CHOYT							12/31/2024
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT; DEC 2024			31.56			
<hr/>							
XCEL ENERGY		01/13/2025	01/28/2025	40.13	0.00	Paid	Y
51-0013923150-3;HOLLY LN; DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-0013923150-3;HOLLY LN; DEC 2024			40.13			
<hr/>							
XCEL ENERGY		01/13/2025	01/28/2025	2,291.69	0.00	Paid	Y
51-0011857801-8;PD/PW BLDG; DEC 2024 CHOYT							12/31/2024
101-42120-50381	51-0011857801-8;PD/PW BLDG; DEC			1,145.85			
101-43100-50381	51-0011857801-8;PD/PW BLDG; DEC			1,145.84			
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XCEL ENERGY		01/13/2025	01/28/2025	26.14	0.00	Paid	Y
51-6970693-8;17320 DAYTON SHED; DEC 2024 CHOYT							12/31/2024
101-45200-50381	51-6970693-8;17320 DAYTON SHED; DEC 2024			26.14			
<hr/>							
XCEL ENERGY		01/13/2025	01/28/2025	37.14	0.00	Paid	Y
51-0013985527-8; CHESHIRE LGT; DEC 2024 CHOYT							12/31/2024
101-43100-50230	51-0013985527-8; CHESHIRE LGT; DEC 2024			37.14			
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XCEL ENERGY		01/13/2025	01/28/2025	26.01	0.00	Paid	Y

51-0014444653-6;14666 146TH AVE S.L. DEC 20 CHOYT							12/31/2024
101-43100-50230	51-0014444653-6;14666 146TH AVE S.L. DEC			26.01			
XCEL ENERGY	01/13/2025	01/28/2025		47.82	0.00	Paid	Y
51-0013433451-8;BROCKTON LGT; DEC 2024	CHOYT						12/31/2024
101-43100-50230	51-0013433451-8;BROCKTON LGT; DEC			47.82			
XCEL ENERGY	01/13/2025	01/28/2025		149.41	0.00	Paid	Y
51-0013565432-4; 14695 RIVER/WELLHOUSE; D CHOYT							12/31/2024
601-49400-50381	51-0013565432-4; 14695 RIVER/WELLHOUSE;			149.41			
XCEL ENERGY	01/13/2025	01/28/2025		23.98	0.00	Paid	Y
51-0014423188-8;14678 146TH AVE ST LGT DEC CHOYT							12/31/2024
101-43100-50230	51-0014423188-8;14678 146TH AVE ST LGT			23.98			
XCEL ENERGY	01/13/2025	01/28/2025		35.73	0.00	Paid	Y
51-0014297205-1;14641 U.PASS W/RH PKWY; DI CHOYT							12/31/2024
101-43100-50230	51-0014297205-1;14641 U.PASS W/RH PKWY;			35.73			
XCEL ENERGY	01/13/2025	01/28/2025		25.99	0.00	Paid	Y
51-0014444656-9;14748 CHESHIRE CT S.L. DEC CHOYT							12/31/2024
101-43100-50230	51-0014444656-9;14748 CHESHIRE CT S.L.			25.99			
XCEL ENERGY	01/13/2025	01/28/2025		0.08	0.00	Paid	Y
51-0014712973-2; 18160 SIREN; DEC 2024	CHOYT						12/31/2024
101-42130-50381	51-0014712973-2; 18160 SIREN; DEC 2024			0.08			
XCEL ENERGY	01/15/2025	01/28/2025		76.59	0.00	Paid	Y
51-0014473382-9 12000.5 W FRENCH LK DEC 20 CHOYT							12/31/2024
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK DEC			76.59			
XCEL ENERGY	01/21/2025	01/28/2025		55.10	0.00	Paid	Y
51-0013348079-5;14430 DAYTON RIVER; DEC 20 CHOYT							12/31/2024
101-45200-50381	51-0013348079-5;14430 DAYTON RIVER; DEC			55.10			
ZIEGLER INC	01/21/2025	01/28/2025		2,258.51	2,258.51	Open	N
PW; REPAIR/MAINT L4175 SERIAL #MJC00539	CHOYT						01/15/2025
101-43100-50220	PW; REPAIR/MAINT L4175			2,258.51			

# of Invoices:	123	# Due: 91	Totals:	1,314,317.29	592,761.97
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				1,314,317.29	592,761.97

* 3 Net Invoices have Credits Totalling: (77,090.71)

--- TOTALS BY FUND ---

101 - GENERAL FUND	186,952.72	171,928.68
348 - 2009A & 2010 W FRENCH LK RD	1,819.40	1,819.40
379 - 2023A CRG TIF BOND	995.25	995.25
401 - CAPITAL EQUIPMENT	14,767.36	14,767.36
408 - PARK TRAIL DEVELOPMENT	6,641.25	6,641.25
410 - CAPITAL FACILITIES	596,138.79	1,529.00
411 - DEVELOPER ESCROWS	4,603.87	4,603.87
414 - PAVEMENT MANAGEMENT AND IMPROVEMENTS	200.00	200.00
415 - STORMWATER	168,719.38	168,719.38
420 - LANDSCAPE ESCROWS	12,000.00	12,000.00
421 - ROW ESCROWS	10,000.00	0.00
435 - TIF 16 SAND COMPANIES	1,305.40	1,305.40
436 - TIF 17 GRACO	2,387.67	2,387.67
438 - TIF 14 LIBERTY	1,713.23	1,713.23
459 - 2022 TIF STREET IMPROVEMENTS	76.59	0.00
477 - TIF 15 FRENCH LK IND PK	1,877.25	1,877.25
601 - WATER FUND	148,991.66	148,385.29
602 - SEWER FUND	155,127.47	53,888.94

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	143,822.62	31,790.62
41110 - Council	4,583.47	4,583.47
41310 - Administration	1,364.54	1,364.54
41410 - Elections	112.20	64.36
41420 - City Clerk	1,220.01	1,220.01
41500 - Finance	2,549.37	717.79
41640 - Legal Services	3,489.28	3,489.28
41660 - Inspection Service	90.75	39.00
41710 - Plannning & Economic Dev	7,941.13	7,941.13

41810 - Central Services	6,626.81	6,484.98
41820 - Information Technology	8,134.21	7,416.68
41900 - General Govt	772,283.87	177,674.08
41910 - Activity Center	3,005.67	2,959.14
42120 - Patrol and Investigate	75,680.62	70,738.32
42130 - Emergency Mgmt	0.08	0.00
42140 - Animal Control	55.00	55.00
42260 - Fire Suppression	13,789.09	13,789.09
43100 - Public Works	52,307.00	45,214.05
45200 - Parks	6,385.71	6,304.47
45300 - Trail Development	6,641.25	6,641.25
47000 - Debt Service (GENERAL)	995.25	995.25
49400 - Utilities	202,886.50	201,907.75
49450 - Sewer	(1,018.85)	0.00
49999 - Contingency	1,371.71	1,371.71

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

**RESOLUTION 05-2025
RESOLUTION ACCEPTING CHECK DONATION FROM ACE SOLID WASTE.**

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

WHEREAS, Julie Herzog at ACE Solid Waste has offered to contribute a \$100 check donation for the 2025 Medallion Hunt to support the community they serve; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donation described above are accepted and shall be used to award the winner of the 2025 Medallion Hunt.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 28, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

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

**RESOLUTION 06-2025
RESOLUTION ACCEPTING A CHECK DONATION FROM STATES
MANUFACTURING.**

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

WHEREAS, Katie Kelzenberg at States Manufacturing has offered to contribute a \$250 check donation for the 2025 Medallion Hunt to support the community they serve; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donation described above are accepted and shall be used to award the winner of the 2025 Medallion Hunt.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 28, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

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

**RESOLUTION 07-2025
RESOLUTION ACCEPTING CASH DONATION FROM MOBILE RADIO
ENGINEERING.**

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

WHEREAS, Logan Davey at Mobile Radio Engineering has offered to contribute a \$100 cash donation for the 2025 Second Annual Medallion Hunt winner to support the community they serve; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used to award the winners of the 2025 Second Annual Medallion Hunt.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 28, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

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

**RESOLUTION 08-2025
RESOLUTION ACCEPTING GIFT CARD DONATION FROM SUNDANCE
ENTERTAINMENT.**

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

WHEREAS, Brian Allen at Sundance Entertainment has offered to contribute a \$100 gift card donation for the 2025 Easter Egg Hunt to support the community they serve; and

WHEREAS, All such donations have been contributed to assist the city in the engagement of residents and operation of recreational events and programs either alone or in cooperation with others, as allowed by law; and

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

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

1. The donation described above are accepted and shall be used to award the winner of the 2025 Bean Bag Raffle at the Easter Egg Hunt.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Dayton on January 28, 2025.

Mayor – Dennis Fisher

Clerk – Amy Benting

ITEM:

Stormwater project funding

PREPARED BY:

Jason Quisberg, Engineering

POLICY DECISION / ACTION TO BE CONSIDERED:

Approve Cooperative and Subgrant Agreement for Diamond Lake Neighborhood Projects

BACKGROUND:

The Elm Creek Watershed Management Organization (ECWMO) secured grant funding from the Board of Water and Soil Resources (BWSR) under their Watershed Based Implementation Funding (WBIF) program. The watershed then requested projects for consideration from member cities.

Based on findings in Dayton's Diamond Creek Subwatershed Assessment, three projects were submitted for consideration under this funding:

1. Feasibility Study: Treating runoff from the mobile home park, prior to discharge into French Lake.
2. Construction Project: Install (two) devices to treat runoff from the neighborhood immediately north of Diamond Lake, at current discharge points to the lake.
3. Feasibility Study: Analyze data collected regarding Grass Lake, in attempt to better understand and manage the lake such to improve the quality of Diamond Lake (Grass Lake is immediately up stream of Diamond Lake – over half of the water entering Diamond Lake comes from Grass Lake).

The anticipated cost responsibility for these efforts are as follows:

	Item	Grant	City	Total
1	Study: MHP study (French Lake)	\$15,000	\$0	\$15,000
2	Project: Diamond Lake structures	\$58,000	\$12,000	\$70,000
3	Study: Grass Lake	\$35,000	\$0	\$35,000
		\$108,000	\$12,000	\$120,000

The watershed will coordinate and complete the studies (items #1 & #3), and Dayton will be responsible for coordinating, contracting, and constructing the Diamond Lake structures project. Note: A proposal for the Diamond Lake structures improvements will be brought to Council for consideration when ready.

RECOMMENDATION:

Approve the agreement as proposed.

ATTACHMENT(S):

Cooperative and Subgrant Agreement for Diamond Lake Neighborhood Projects
Watershed memo re WBIF Grant contract
WBIF Grant Contract (BWSR-ECWMO)

**COOPERATIVE AND SUBGRANT AGREEMENT
FOR
DIAMOND LAKE NEIGHBORHOOD PROJECTS**

This Cooperative and Subgrant Agreement ("**Agreement**") is made as of this ____ day of _____ 2025 by and between the Elm Creek Watershed Management Commission, a joint powers watershed management organization, ("**Commission**") and the City of Dayton, a Minnesota municipal corporation, ("**City**"). The Commission and the City may hereinafter be referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. On October 14, 2015, the Commission adopted the Elm Creek Third Generation Watershed Management Plan ("**Plan**"), a watershed management plan within the meaning of Minn. Stat. § 103B.231.
- B. The Plan identified the need to undertake Subwatershed Assessments ("**SWA**"s) to identify potential pollutant-load reduction projects in areas discharging to Impaired Waters, including Diamond Lake and Diamond Creek in Dayton.
- C. The water quality projects identified in the Diamond Creek SWA include three planning and implementation projects ("**Dayton Projects**"), collectively known as the "Diamond Lake Neighborhood BMPs," more fully described in the attached Attachment One.
- D. The Commission entered into a grant agreement related to the Project with the Minnesota Board of Water and Soil Resources ("**BWSR**") effective as of November 25, 2024, a copy of which is attached hereto as Attachment Two ("**BWSR Grant Agreement**").
- E. The BWSR Grant Agreement provides that BWSR will grant the Commission a sum not to exceed Three Hundred Twenty-Seven Thousand Five Hundred Ninety and No/100 Dollars (\$327,590.00), which funds are to be used to perform the duties and tasks specified in the BWSR Grant Agreement.
- F. On November 14, 2025, the Commission allocated One Hundred Eight Thousand and no/100 Dollars (\$108,000) of those funds to the Dayton Projects and authorized entering into this Agreement.
- G. The Commission and City have agreed for the City to assume, as subgrantee, certain duties and responsibilities of the Commission, as grantee, under the BWSR Grant Agreement in consideration of receiving a portion of the funds provided for in that grant agreement and subject to the terms, conditions, and limitations set forth therein.
- H. The City is willing to construct the Dayton Projects and to perform the duties as a subgrantee in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Projects will consist of the work required to plan for or construct the improvements in the City as more fully described in Attachment One. The Projects will be constructed on land owned by the City or within easement areas held by the City.
2. Design and Plans. The City will undertake planning and design the Projects and prepare plans and specifications for construction of the Projects. Plans and specifications are subject to approval by the Commission's consulting engineer. The 50% and 90% plans and specifications, and any changes to such plans and specifications, shall be submitted to the Commission for approval. Minor change orders that do not materially change either the effectiveness of the Projects to meet their intended purposes or the environmental impacts of the Projects may be approved by the City without requiring approvals by the Commission.
3. Contract Administration. The City will advertise for bids and award contracts in accordance with the requirements of law. The City will award the contract and supervise and administer the construction of the Projects to ensure that they are completed in accordance with plans and specifications. The contract may only be let to a responsible contractor in accordance with Minn. Stat. § 16C.285 and the City will require the contractor to provide all payment and performance bonds required by law. The City will require the contractor to name the Commission as additional insured on all liability policies required by the City of the contractor and the Commission shall be given the same notification of cancellation or non-renewal as is given to the City. The City will require that the contractor defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from performance of the work of the projects conducted by the contractor. The City will supervise the work of the contractor. However, the Commission may observe and review the work of the projects until they are completed.
4. Contract Payments. The City will pay the contractor and all other expenses related to the construction of the projects and keep and maintain complete records of such costs incurred.
5. Commission Reimbursement. Reimbursement to the City will be made on completion of the project and submittal of as-builts for construction projects or upon submittal of a feasibility study or report. Reimbursement to the City will be made as soon as funds are available provided a request for payment has been received from the City providing such detailed information as may be requested by the Commission to substantiate costs and expenses.
6. Limits on Reimbursement. The total reimbursement paid by the Commission to the City for the Project from the BWSR Grant Agreement will not exceed One Hundred Eight Thousand Dollars (\$108,000). Reimbursement will not exceed the costs and expenses incurred by the City

for the projects, less any amounts the City receives for the projects as grants from other sources. All costs of the projects incurred by the City in excess of such reimbursement, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.

7. Grant Agreement. The Commission agrees to forward to the City the funds the Commission receives from the BWSR Grant Agreement for the Projects based upon approved reimbursement requests received from the City and conditioned on City's continuing compliance with its obligations under this Agreement.
8. City Obligations as Subgrantee. The City will perform and satisfy certain obligations of the Commission under the BWSR Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Projects and in satisfaction of the obligations of the Grant Agreement:
 - (a) The City will perform, or participate in, all elements of the Projects as described or otherwise identified in the Grant Agreement, as they may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Grant Agreement and will provide information to the Commission to aid in accurate grant reporting as required in the Grant Agreement. Any amendments made to the Grant Agreement, including exhibits, are incorporated in and made part of this Agreement by reference.
 - (b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Projects that, by their nature, must be performed by City rather than Commission and that are conditions of award of funds under the Grant Agreement.
 - (c) The times of performance and expiration of City's obligations under this Agreement shall be as provided in the Grant Agreement.
 - (d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
 - (e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission rather than the City.
9. Environmental Review. The City will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project and will not proceed with the Projects until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.

10. Ongoing Maintenance. The City will have ownership of the associated improvements and agrees to, at its cost, maintain them in good operating condition in perpetuity or until such time as they are replaced with like improvements.
11. Indemnification. The City will defend, indemnify, protect and hold harmless the Commission and its agents, officers, and employees, from any claims arising out of the design, construction, or maintenance of the Projects, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, chapter 466.
12. Audit. All City books, records, documents, and accounting procedures related to the Projects are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
13. Data Practices. The City shall retain and make available data related to the letting of contracts and construction of the Projects in accordance with the Minnesota Government Data Practices Act.
14. Legal Compliance. The City is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances and for securing all required permits for the construction of the Projects.
15. Term. This Agreement shall be in effect as of the date first written above and shall continue until the Project is fully constructed and all obligations under the Grant Agreement have been completed. The indemnification, data practices, audit, and ongoing maintenance obligations set out herein shall survive the termination of this Agreement.
16. Entire Agreement. The above recitals and the attachments attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

**ELM CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Its Chair

And by: _____
Its Administrator

CITY OF DAYTON

By: _____
Its Mayor

And by: _____
Its City Manager

ATTACHMENT ONE

Diamond Lake Neighborhood BMPs

The Diamond Creek Subwatershed Assessment (SWA) identified three potential urban area BMPs that are proposed for funding (figures attached):

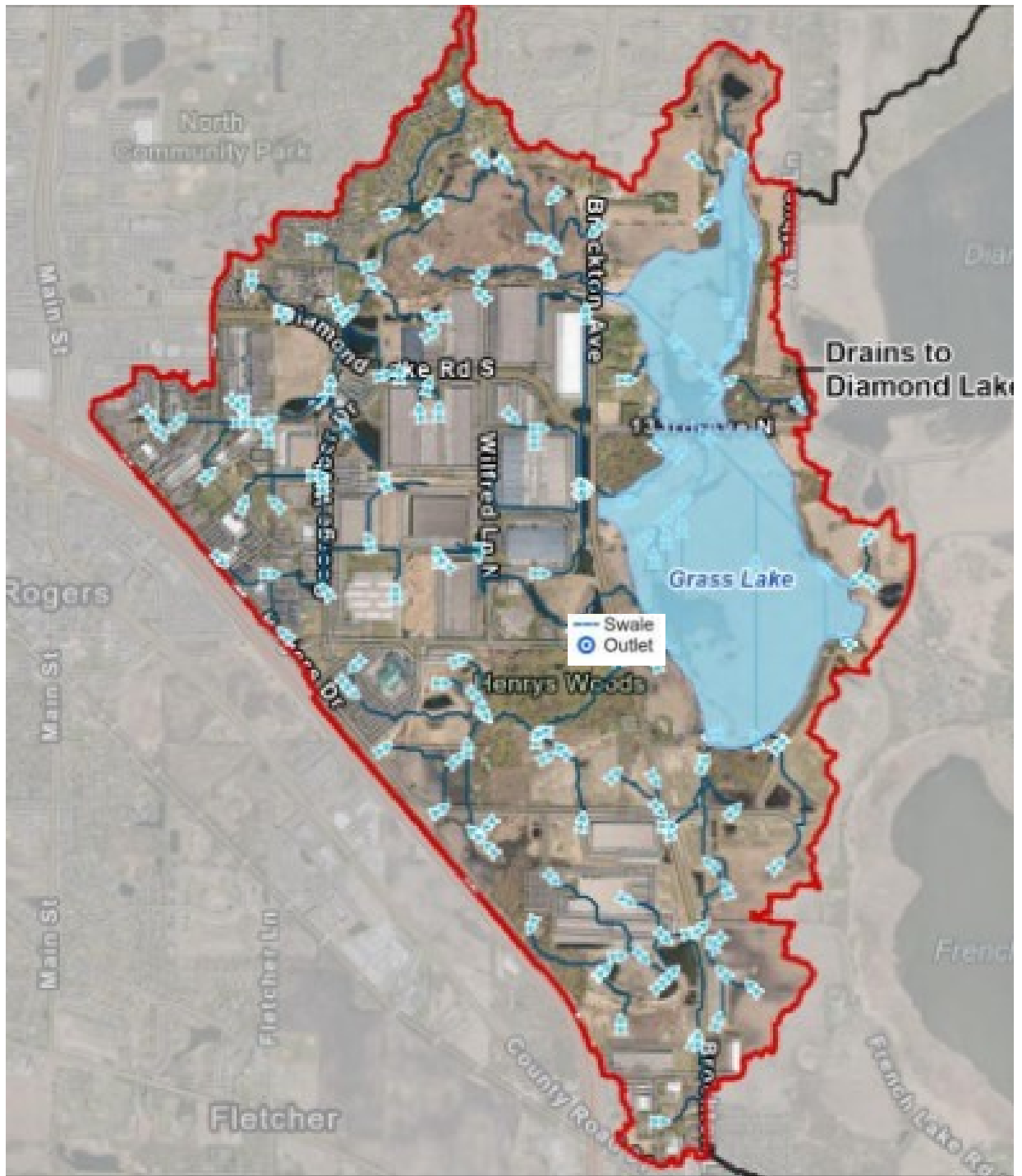
- *BMP U-1-Basin at French Lake (\$15,000).* BMP-U1 is a pond/basin located just west of W French Lake Road in Dayton along a natural channel that flows to French Lake. This channel and basin collect runoff from a combination of farmland, manufactured housing development, and natural, undisturbed woodlands. There is a large sediment delta that has formed on the upstream side of the basin. Prepare a separate feasibility study to identify and develop potential load reduction BMPs.
- *BMP U-4 138th Ave Neighborhood (\$70,000)* – Runoff from a neighborhood on the north side of Diamond Lake is collected in storm sewers that discharge with no treatment into the lake. This would install treatment devices such as SAFL Baffles in two manholes along 138th Avenue to provide an estimated 83 pounds of TSS removal.
- *Grass Lake Feasibility Study (\$35,000)* – Grass Lake is a 320 acre wetland complex located west of Diamond Lake in Dayton and Rogers. The wetland discharges through a channel to the west, which flows through a smaller wetland basin before discharging into Diamond Lake. It is estimated that approximately 64% of Diamond Lake's 2,500-acre drainage area flows to Grass Lake before it enters Diamond Lake. Although new development in that drainage area is treated, monitoring suggests TP and SRP are high coming out of Grass Lake and contribute to the impairment of Diamond Lake. This feasibility study would assess options for managing internal load or providing additional treatment prior to that discharge.



BMP U-1 Pond to French Lake



BMP U-4 138th Avenue Neighborhood



Grass Lake Drainage Area

(attached hereto)

ATTACHMENT TWO
BWSR Grant Agreement

(attached hereto)

To: Elm Creek WMO Commissioners
Elm Creek TAC

From: Erik Megow, PE
Diane Spector

Date: November 6, 2024

Subject: FY25 WBIF Approve Contract With BWSR and Cooperative Agreements

**Recommended
Commission Action**

Review. Authorize executing a contract with BWSR and entering into cooperative agreements with the cities of Dayton and Maple Grove to implement WBIF-funded projects.

Attached is the final grant application for the FY25 Watershed-Based Implementation Funding allocation, except for that part which is being contracted to Hennepin County for the shared Conservation Specialist. It has been approved by staff and is wending its way through the BWSR corridors, awaiting approval of the final workplan and contract. It is presented to you today for your information and authorization to execute a contract when that becomes available later this month.

The county outreach cost-share project will be incorporated into the next Hennepin County contract for services. The Diamond Lake neighborhood project will be led by the city of Dayton and the Rice and Fish Lakes by the city of Maple Grove. Prior to initiating work each city will execute a cooperative and subgrant agreement with the Commission.

As a reminder, the work being funded, summarized in Table 1 below, includes:

- 1) Additional agricultural/rural BMPs through Hennepin County in the priority Rush Creek Headwaters, South Fork Rush Creek, and Diamond Creek subwatersheds.
- 2) Three improvements in Dayton identified in the Diamond Creek SWA, including reducing dissolved P in outflow from Grass Lake to French Lake; SAFL baffles on two key storm sewer outlets on the north side of Diamond Lake; and a feasibility assessment to reduce loading from land uses in the vicinity of W French Lake Rd and 117th/118th Ave N.
- 3) Developing a strategic plan to guide further work to manage carp and fish habitat in Fish and Rice Lake and implementing priority actions such as fish barriers and further carp removals. Attached is a memo summarizing actions to date prepared by staff and submitted to BWSR as part of the grant review process.

Table 1. Final Elm Creek WBIF allocations.

Funding Priority	Total Cost	WBIF	Match	Source of Match
Contracted to Hennepin County				
Education & outreach coordinator	\$306,000	\$46,000	\$260,000	WMWA and county (\$77K); other WBIF*
Subtotal	\$306,000	\$46,000	\$260,000	
Contracted to Elm Creek WMO				
County outreach/cost-share	\$192,500	\$175,000	\$17,500	County staff time and \$, landowner in-kind and \$
Diamond Lake Neighborhood BMPs	\$120,000	\$108,000	\$12,000	City Cost Share or Closed Projects, City
Rice and Fish Lakes Fish and Habitat Management	\$49,050	\$44,590	\$4,460	City/Partnership Cost Share, City, landowners
Subtotal	\$361,550	\$327,590	\$33,960	
TOTAL	\$667,550	\$373,590	\$293,960	

*Shingle Creek, West Mississippi, Bassett, and Richfield-Bloomington WMOs are each contributing \$46,000 from their WBIF funds.



**2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Vendor:	0000291877
PO#:	3000018204

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Elm Creek WMC**, 3235 Fernbrook Lane, Plymouth MN 55447 (Grantee).

Grant ID	Grant Title	Awarded Amt
C25-0263	Elm Creek FY2025 WBIF	\$327,590.00

Total Grant Awarded: \$327,590.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(a) appropriated funds to the Board for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program.
2. The Board adopted the Watershed Based Implementation Funding FY24-25 Policy and authorized the allocation of funds for the FY 2024 and 2025 Clean Water Fund Watershed Based Implementation Funding Program through Board Order #23-55.
3. The Grantee has submitted a BWSR-approved work plan for this program.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (651) 284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE Administrator
ADDRESS 3235 Fernbrook Ln N
CITY Plymouth
TELEPHONE NUMBER 763-553-1144

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2027 or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Watershed Based Implementation Funding FY24-25 Policy.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. Time.

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

4. Terms of Payment.

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, Watershed Based Implementation Funding FY24-25 Policy, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. Assignment, Amendments, Work Plan Revisions, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.
 - 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
 - 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or

greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.

6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.

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

7. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

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

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

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

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

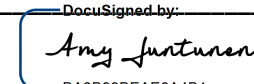
The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Elm Creek WMC

Amy Juntunen

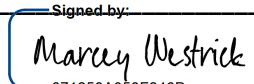
By:  BA3B93BEAE6A4B1...
(signature)

Title: Administrator

Date: 11/14/2024

Board of Water and Soil Resources

Marcey Westrick

By:  671258A058F246D...
(signature)

Title: Central Region Manager

Date: 11/25/2024