

BYRON CITY COUNCIL MEETING
TUESDAY OCTOBER 11 2016
6:00PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE

A) CALL TO ORDER -

B) APPROVE AGENDA -

C) APPROVE CONSENT AGENDA – **Motion to be made**

All matters listed under Item 2, Consent Agenda, are considered to be routine and non-controversial by the City Council and will be enacted with one motion. There will not be separate discussion of these items unless a Council Member so requests, in which case the item will be removed from the Consent Agenda and will be considered separately.

1. City Council Minutes from September 27, 2016
2. Warrant List for October 11, 2016
3. Approval After Payment for October 11, 2016
4. Delinquent Utilities
5. JB Holland Construction Pay Request #3 - BCRC
6. S.L. Contracting, Inc Pay Request #1 - Fog Seal
7. Mohs Contracting Pay Request #2 - Concession Building
8. Edge Contracting Inc. Pay Request #3 - 13th Street
8. Tablet Policy

D) COMMUNICATIONS, REPORTS AND PETITION –

1. Charter Update

E) PUBLIC COMMENTS: “The City Council welcomes and encourages participation from community members. Please keep in mind that your comments must be pertinent to City business and must adhere to Data Privacy Rules, no employee’s name may be used. Please do not expect action from the Council this evening regarding your concerns. We also request that your comments be limited to four (4) minutes, speakers will be recognized only once. Public Hearing items will be discussed during the public hearing. At this time we ask that anyone who would like to address the City Council to please step up to the podium and state your name and address.”

F) PUBLIC HEARING –

1. Certifying Delinquent Utility Assessment 6PM

G) GENERAL BUSINESS – **Motion to be made**

1. Pay Equity 2015
2. Ordinance 16-05 - Country Ridge View Estates Rezone
3. Country Ridge View Development Agreement
4. Country Ridge Stormwater Drainage Easement Agreement
5. Country Ridge View Estates Final Plat
5. RES 16-38 -East Village Easement Vacation
6. East Village Development Agreement
7. East Village Final Plat

H) UNFINISHED BUSINESS –

1. RES 16-37 - Certifying Delinquent Claims

I) NEW BUSINESS – None

J) COMMITTEE BOARD REPORTS/OPEN DISCUSSION –

K) CLOSED SESSION: Employee Contract

L) ADJOURN

BYRON CITY COUNCIL MEETING
TUESDAY SEPTEMBER 27 2016
6:00PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE

- A) CALL TO ORDER - Mayor Diercks called the meeting to order at 6pm.

Members Present: Ann Diercks, Matt Brekke, Dan Mesenburg and Scott Johnson.
Member Absent: Bob Meyer.

Also Present; Harvey Bergh, Mark Breneman, John Goodman, Jason Snow, Deputy Jay Clemens, Public Works Superintendent Eric Counselman and City Administrator. Mary Blair-Hoeft.

- B) APPROVE AGENDA - Motion made by Member Mesenburg second by Member Brekke to approve the agenda as written. Motion carried unanimously.

- C) APPROVE CONSENT AGENDA – Motion made by Member Brekke second by Member Johnson to approve the consent agenda. Motion carried unanimously.

1. City Council Minutes from September 13, 2016
2. BEDA Minutes from August 16, 2016
3. Warrant List for September 27, 2016 - \$422,872.04
4. Approval After Payment for September 27, 2016 - \$19,468.26

- D) COMMUNICATIONS, REPORTS AND PETITION –

1. Notes from the City Administrator - FYI
2. SMIF Open House - FYI
3. Opportunity Services Agreement for Maintenance Bldg Cleaning - FYI

- E) PUBLIC COMMENTS: Asked three times with no response.

- F) PUBLIC HEARING – 6:00PM - Annexation of 7th Street (Co Rd 134)

Mayor Diercks opened the public hearing at 6:04pm. Jason Snow asked if annexing the street would add to MN State Aide, Hoeft responded that yes, it would. Motion made by Member Brekke second by Member Mesenburg to close the public hearing at 6:05pm. Motion carried unanimously.

- G) GENERAL BUSINESS –

1. **Resolution 16-35 Annexation of 7th Street (Co Rd 134)** - Motion made by Member Johnson second by Member Brekke to approve Resolution 16-35. Motion carried unanimously.
2. **Resolution 16-36 Preliminary 2017 Levy** - Motion made by Member Mesenburg second by Member Johnson to approve Resolution 16-36. Motion carried unanimously.
3. **F150 Truck Replacement** - Motion made by Member Johnson second by Member Brekke to approve the maintenance department replacing a 2000 F150 truck with a 2017 F150 truck. Motion carried unanimously.
4. **Resolution 16-26A Delinquent Claim to County Auditor** - Motion made by

Member Brekke second by Member Mesenburg to approve Resolution 16-26A. Motion carried unanimously.

- H) UNFINISHED BUSINESS – None
- I) NEW BUSINESS – None
- J) COMMITTEE BOARD REPORTS/OPEN DISCUSSION –
Member Mesenburg and Mayor Diercks attended the 150 year Byron Celebration Committee meeting. Counselman stated that BCRC is still behind because of the weather but 13th Street NW is moving along nicely.
Hoeft brought up the request by the School for a referendum. Saying yes to the referendum allows the school to get assistance from the the State on the building maintenance. Without the yes, the work will be placed on taxes.
New Primary School has an open house on Friday September 30th at 4pm.
- L) ADJOURN – Motion made by Member Johnson second by Member Mesenburg to adjourn the meeting at 6:35pm. Motion carried unanimously.

Ann Diercks, Mayor

Mary Blair-Hoeft, City Administrator

***Check Summary Register©**

October 2016

Name	Check Date	Check Amt	
10100 Checking-1stSecurity			
UnPaid	A.T.S.ELECTRO-LUBE INTL INC.	\$435.56	GRIT REMOVAL LUBER
UnPaid	AEM FINANCIAL SOLUTIONS	\$1,375.00	4TH QTR ACCT
UnPaid	BAHR ELECTRIC	\$834.52	REPAIR LIGHT WWTP
UnPaid	BRENEMAN LAW, PLLC.	\$100.00	FLSA QUESTIONS
UnPaid	BYRON AUTO REPAIR, INC	\$463.24	00 STERLING
UnPaid	CAPTIAL ONE COMMERCIAL	\$184.82	SURGE PROTECTOR
UnPaid	CITY OF BYRON CASH CARD AC	\$1,001.83	STS/WATER MTG
UnPaid	EARL F ANDERSEN, INC	\$299.80	PED XING SIGNS
UnPaid	EARL'S SMALL ENGINE REPAIR	\$70.91	CHAIN SAW BAR/CHAIN
UnPaid	EDGE CONTRACTING INC	\$131,720.16	13TH STREET NW
UnPaid	EMERGENT NETWORKS	\$680.43	MARY COMP MEMORY
UnPaid	FIRE SAFETY USA, INC.	\$190.01	FIRST AID SUPPLIES - CH
UnPaid	WEX BANK	\$1,318.76	FIRE FUEL
UnPaid	FLEXIBLE PIPE TOOL COMPANY	\$452.00	JETTER LOCATOR SONDE
UnPaid	INNOVATIVE OFFICE SOLUTION	\$37.40	PAPER/BATHROOM BRUSH-CLEANER
UnPaid	J.P. COOKE COMPANY	\$57.50	ANNUAL DOG TAGS
UnPaid	JB HOLLAND CONSTRUCTION IN	\$104,783.29	BCRC
UnPaid	JUDISCH & JUDISCH ENTERPRI	\$223.95	UV BUILDING LIGHT
UnPaid	KASSON HARDWARE HANK	\$69.20	DIESEL FUEL BARREL
UnPaid	K-M REGIONAL VETERINARY HO	\$68.43	DOG IMPOUND
UnPaid	LMCIT-BERKLEY RISK SERVICE	\$5,652.00	WORK COMP BALANCE DUE
UnPaid	MOHS CONTRACTING INC	\$35,813.79	BCRC - CONCESSION
UnPaid	OFFICE OF ADMIN. HEARINGS	\$50.00	7TH STREET ANNEXATION
UnPaid	N2V SOLUTIONS LLC	\$82.88	OCT PHONE BILL
UnPaid	OLMSTED COUNTY FINANCE	\$300.00	VALLEY VIEW SHRUB/CUT
UnPaid	OLMSTED COUNTY PRL	\$46.00	BTV 3RD MEETS AND BOUNDS
UnPaid	REINDEERS INC.	\$113.06	DRAIN TILE - SOCCER FIELDS
UnPaid	RIVERLAND COMMUNITY COLLE	\$500.00	3 HRS ROPE RESCUE TRAINING
UnPaid	ROCHESTER SAND AND GRAVE	\$52.02	HOT MIX
UnPaid	SEMCAAC	\$675.00	SEPT BUS PASSES
UnPaid	SL CONTRACTING	\$19,488.75	PAINT CROSSINGS
UnPaid	SURFACE PRO LLC	\$10,820.00	RESURFACING ICE RINK
UnPaid	THOMPSON THOMAS N.	\$13,873.83	3RD QTR BUILDING 2016
UnPaid	TIMM, BRIAN	\$65.00	FIRE HALL CLEANING
UnPaid	U.S. POSTMASTER	\$2,500.00	UB POSTAGE
UnPaid	UC LABORATORY	\$1,771.62	WWTP SAMPLES
	Total Checks	\$336,170.76	

eft Stamps.com 215.99 Monthly Service charge/postage
 eft PSN 827.43 Sept CC Fees
 eft MN Dept. of Revenue 14,916.00 3rd Qtr Sales Tax

CITY OF BYRON
COUNCIL WARRANT REPORT

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name A.T.S.ELECTRO-LUBE INTL INC.			
E 707-48430-037	A.T.S.ELECTRO-LUBE INTL INC.	\$435.56	GRIT REMOVAL LUBER
Search Name A.T.S.ELECTRO-LUBE INTL INC.		\$435.56	
Search Name AEM FINANCIAL SOLUTIONS			
E 101-40550-030	AEM FINANCIAL SOLUTIONS	\$1,375.00	4TH QTR ACCT
Search Name AEM FINANCIAL SOLUTIONS		\$1,375.00	
Search Name BAHR ELECTRIC, INC			
E 707-48430-030	BAHR ELECTRIC, INC	\$95.74	REPAIR LIGHT WWTP
E 707-48430-030	BAHR ELECTRIC, INC	\$738.78	TOWN SQUARE LIFT STATION
Search Name BAHR ELECTRIC, INC		\$834.52	
Search Name BRENEMANLAW			
E 101-40600-030	BRENEMANLAW	\$100.00	FLSA QUESTIONS
Search Name BRENEMANLAW		\$100.00	
Search Name BYRON AUTO REPAIR, INC			
E 101-42120-037	BYRON AUTO REPAIR, INC	\$87.00	WESTERN STAR
E 101-42120-037	BYRON AUTO REPAIR, INC	\$87.00	00 STERLING
E 101-42120-037	BYRON AUTO REPAIR, INC	\$289.24	00 STERLING
Search Name BYRON AUTO REPAIR, INC		\$463.24	
Search Name CAPITAL ONE COMMERCIAL			
E 101-45700-021	CAPITAL ONE COMMERCIAL	\$26.29	POOL SUPPLIES
E 707-48430-021	CAPITAL ONE COMMERCIAL	\$60.05	AKONA FLEX
E 101-42120-021	CAPITAL ONE COMMERCIAL	\$60.05	AKONA FLEX
E 703-48250-021	CAPITAL ONE COMMERCIAL	\$10.46	HEAT SHRINK TUBE
E 707-48430-020	CAPITAL ONE COMMERCIAL	\$27.97	SURGE PROTECTOR
Search Name CAPITAL ONE COMMERCIAL		\$184.82	
Search Name CITY OF BYRON CASH CARD ACCT.			
E 101-40960-030	CITY OF BYRON CASH CARD ACC	\$26.98	MEETING WITH BILL
E 703-48250-032	CITY OF BYRON CASH CARD ACC	\$250.00	BACKFLOW TRAINING - ERIC/JOHN
E 101-45500-021	CITY OF BYRON CASH CARD ACC	\$171.49	SOCCER FIELD STRIPING
E 101-40510-032	CITY OF BYRON CASH CARD ACC	\$12.12	ECONOMIC SUMMIT
E 707-48430-030	CITY OF BYRON CASH CARD ACC	\$199.95	POSTAGE
E 101-40200-032	CITY OF BYRON CASH CARD ACC	\$12.71	J2G MEETING
E 101-45500-021	CITY OF BYRON CASH CARD ACC	\$139.50	ICE RINK BOARD
E 101-40200-032	CITY OF BYRON CASH CARD ACC	\$30.00	SMIF SEMINAR
E 703-48250-021	CITY OF BYRON CASH CARD ACC	\$14.00	9V BATTERIES
E 703-48250-030	CITY OF BYRON CASH CARD ACC	\$91.66	GOOGLE APP
E 101-41200-030	CITY OF BYRON CASH CARD ACC	\$8.34	GOOGLE APP
E 703-48250-032	CITY OF BYRON CASH CARD ACC	\$45.08	STS/WATER MTG
Search Name CITY OF BYRON CASH CARD ACCT.		\$1,001.83	
Search Name EARL F ANDERSEN, INC			
E 101-42120-021	EARL F ANDERSEN, INC	\$299.80	PED XING SIGNS
Search Name EARL F ANDERSEN, INC		\$299.80	
Search Name EARL S SMALL ENGINE REPAIR			
E 101-45500-037	EARL S SMALL ENGINE REPAIR	\$35.45	CHAIN SAW BAR/CHAIN
E 101-42120-021	EARL S SMALL ENGINE REPAIR	\$35.46	CHAIN SAW BAR/CHAIN
Search Name EARL S SMALL ENGINE REPAIR		\$70.91	
Search Name EDGE CONTRACTING INC			
E 313-47000-030	EDGE CONTRACTING INC	\$131,720.16	13TH STREET NW
Search Name EDGE CONTRACTING INC		\$131,720.16	

CITY OF BYRON
COUNCIL WARRANT REPORT

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name EMERGENT NETWORKS			
E 101-42120-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 101-45500-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 101-40510-021	EMERGENT NETWORKS	\$41.68	MARY COMP MEMORY
E 703-48250-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 703-48250-030	EMERGENT NETWORKS	\$33.75	JOHNS PASSWORD
E 101-40910-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 707-48430-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 101-45500-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 101-40200-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 101-40110-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 101-40510-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 101-42120-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 101-40910-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 101-40110-030	EMERGENT NETWORKS	\$50.59	SERVER - MARYS COMPUTER
E 101-40510-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 707-48430-030	EMERGENT NETWORKS	\$25.00	SHARED SERVICES
E 703-48250-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
E 101-40200-030	EMERGENT NETWORKS	\$50.63	SERVER - MARYS COMPUTER
Search Name EMERGENT NETWORKS		\$680.43	
Search Name FIRE SAFETY USA, INC.			
E 101-40300-030	FIRE SAFETY USA, INC.	\$120.11	FIRST AID SUPPLIES - CH
E 707-48430-021	FIRE SAFETY USA, INC.	\$69.90	FIRST AID SUPPLIES - WWTP
Search Name FIRE SAFETY USA, INC.		\$190.01	
Search Name FLEET SERVICES			
E 703-48250-021	FLEET SERVICES	\$230.87	WATER FUEL
E 101-41200-021	FLEET SERVICES	\$39.10	FIRE FUEL
E 101-41500-021	FLEET SERVICES	\$31.40	1ST RESP FUEL
E 101-42120-021	FLEET SERVICES	\$456.78	STREETS FUEL
E 101-45500-021	FLEET SERVICES	\$255.79	PARKS FUEL
E 101-45500-021	FLEET SERVICES	\$51.47	ERIC TRUCK
E 707-48430-021	FLEET SERVICES	\$205.26	WWTP FUEL
E 703-48250-021	FLEET SERVICES	\$48.09	ERIC TRUCK
Search Name FLEET SERVICES		\$1,318.76	
Search Name FLEXIBLE PIPE TOOL COMPANY			
E 707-48430-053	FLEXIBLE PIPE TOOL COMPANY	\$123.00	JETTER CAMERA CHARGER
E 707-48430-053	FLEXIBLE PIPE TOOL COMPANY	\$329.00	JETTER LOCATOR SONDE
Search Name FLEXIBLE PIPE TOOL COMPANY		\$452.00	
Search Name INNOVATIVE OFFICE SOLUTIONS			
E 101-40510-021	INNOVATIVE OFFICE SOLUTIONS	\$4.68	PAPER/BATHROOM BRUSH-CLEANER
E 101-42120-021	INNOVATIVE OFFICE SOLUTIONS	\$4.67	PAPER/BATHROOM BRUSH-CLEANER
E 707-48430-021	INNOVATIVE OFFICE SOLUTIONS	\$4.67	PAPER/BATHROOM BRUSH-CLEANER
E 703-48250-021	INNOVATIVE OFFICE SOLUTIONS	\$4.67	PAPER/BATHROOM BRUSH-CLEANER
E 101-45500-021	INNOVATIVE OFFICE SOLUTIONS	\$4.67	PAPER/BATHROOM BRUSH-CLEANER
E 101-40910-021	INNOVATIVE OFFICE SOLUTIONS	\$4.68	PAPER/BATHROOM BRUSH-CLEANER
E 101-40200-021	INNOVATIVE OFFICE SOLUTIONS	\$4.68	PAPER/BATHROOM BRUSH-CLEANER
E 101-40110-021	INNOVATIVE OFFICE SOLUTIONS	\$4.68	PAPER/BATHROOM BRUSH-CLEANER
Search Name INNOVATIVE OFFICE SOLUTIONS		\$37.40	
Search Name J.P. COOKE COMPANY			
E 101-41960-021	J.P. COOKE COMPANY	\$57.50	ANNUAL DOG TAGS
Search Name J.P. COOKE COMPANY		\$57.50	

CITY OF BYRON
COUNCIL WARRANT REPORT

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name JB HOLLAND CONSTRUCTION INC			
E 313-47000-030	JB HOLLAND CONSTRUCTION INC	;104,783.29	BCRC
Search Name JB HOLLAND CONSTRUCTION INC		;104,783.29	
Search Name JUDISCH & JUDISCH ENTERPRISES			
E 707-48430-037	JUDISCH & JUDISCH ENTERPRIS	\$223.95	UV BUILDING LIGHT
Search Name JUDISCH & JUDISCH ENTERPRISES		\$223.95	
Search Name KASSON HARDWARE HANK			
E 101-42120-021	KASSON HARDWARE HANK	\$11.83	BATH IN SHOP - LAMP/CUT-OFF WHEEL
E 101-45500-048	KASSON HARDWARE HANK	\$11.83	BATH IN SHOP - LAMP/CUT-OFF WHEEL
E 101-42120-021	KASSON HARDWARE HANK	\$5.13	DEMO SAWZAL BLADE
E 101-45500-048	KASSON HARDWARE HANK	\$5.13	DEMO SAWZAL BLADE
E 703-48250-021	KASSON HARDWARE HANK	\$5.12	DEMO SAWZAL BLADE
E 101-42120-037	KASSON HARDWARE HANK	\$18.34	DIESEL FUEL BARREL
E 703-48250-021	KASSON HARDWARE HANK	\$11.82	BATH IN SHOP - LAMP/CUT-OFF WHEEL
Search Name KASSON HARDWARE HANK		\$69.20	
Search Name K-M REGIONAL VETERINARY HOSP.			
E 101-41960-030	K-M REGIONAL VETERINARY HOS	\$68.43	DOG IMPOUND
Search Name K-M REGIONAL VETERINARY HOSP.		\$68.43	
Search Name LMCIT-BERKLEY RISK SERVICES			
E 101-42120-035	LMCIT-BERKLEY RISK SERVICES	\$5,652.00	WORK COMP BALANCE DUE
Search Name LMCIT-BERKLEY RISK SERVICES		\$5,652.00	
Search Name MINNESOTA DEPT OF REVENUE			
E 101-45700-044	MINNESOTA DEPT OF REVENUE	\$467.02	3RD QTR SALES TAX - POOL
R 101-38800	MINNESOTA DEPT OF REVENUE	\$35.79	3RD QTR SALES TAX - AUCTION ITEMS
G 703-20900	MINNESOTA DEPT OF REVENUE	\$993.19	3RD QTR SALES TAX
Search Name MINNESOTA DEPT OF REVENUE		\$1,496.00	
Search Name MOHS CONTRACTING INC			
E 313-47000-030	MOHS CONTRACTING INC	\$35,813.79	BCRC - CONCESSION
Search Name MOHS CONTRACTING INC		\$35,813.79	
Search Name MUNICIPAL BOUNDARY ADJUSTMENT			
E 101-40910-030	MUNICIPAL BOUNDARY ADJUSTM	\$50.00	7TH STREET ANNEXATION
Search Name MUNICIPAL BOUNDARY ADJUSTMENT		\$50.00	
Search Name N2V SOLUTIONS LLC			
E 703-48250-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-40510-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-40110-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-40200-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-40910-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-45500-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 707-48430-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
E 101-42120-030	N2V SOLUTIONS LLC	\$10.36	OCT PHONE BILL
Search Name N2V SOLUTIONS LLC		\$82.88	
Search Name OLMSTED COUNTY FINANCE DEPT.			
E 101-45500-048	OLMSTED COUNTY FINANCE DEP	\$300.00	VALLEY VIEW SHRUB/CUT
Search Name OLMSTED COUNTY FINANCE DEPT.		\$300.00	
Search Name OLMSTED COUNTY PRL			
E 101-40910-030	OLMSTED COUNTY PRL	\$46.00	BTV 3RD MEETS AND BOUNDS
Search Name OLMSTED COUNTY PRL		\$46.00	

CITY OF BYRON
COUNCIL WARRANT REPORT

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name PAYMENT SERVICE NETWORK			
E 703-48250-030	PAYMENT SERVICE NETWORK	\$274.72	SEPT UB CC FEES
E 707-48430-030	PAYMENT SERVICE NETWORK	\$274.73	SEPT UB CC FEES
E 101-40940-030	PAYMENT SERVICE NETWORK	<u>\$277.98</u>	SEPT CC FEES
Search Name PAYMENT SERVICE NETWORK		\$827.43	
Search Name REINDERS INC			
E 101-45500-037	REINDERS INC	<u>\$113.06</u>	DRAIN TILE - SOCCER FIELDS
Search Name REINDERS INC		\$113.06	
Search Name RIVERLAND COMMUNITY COLLEGE			
E 101-41200-043	RIVERLAND COMMUNITY COLLEG	<u>\$500.00</u>	3 HRS ROPE RESCUE TRAINING
Search Name RIVERLAND COMMUNITY COLLEGE		\$500.00	
Search Name ROCHESTER SAND-GRAVEL-BLACKTOP			
E 101-42120-037	ROCHESTER SAND-GRAVEL-BLAC	<u>\$52.02</u>	HOT MIX
Search Name ROCHESTER SAND-GRAVEL-BLACKTOP		\$52.02	
Search Name SEMCAC			
R 101-36400	SEMCAC	<u>\$675.00</u>	SEPT BUS PASSES
Search Name SEMCAC		\$675.00	
Search Name SL CONTRACTING			
E 101-42120-037	SL CONTRACTING	\$1,510.00	PAINT CROSSINGS
E 101-42120-059	SL CONTRACTING	<u>\$17,978.75</u>	MATERIAL FOR FOG SEAL
Search Name SL CONTRACTING		\$19,488.75	
Search Name STAMPS.COM			
E 101-40510-030	STAMPS.COM	\$15.99	MONTHLY SERVICE CHRG
E 707-48430-030	STAMPS.COM	<u>\$200.00</u>	POSTAGE
Search Name STAMPS.COM		\$215.99	
Search Name SURFACE PRO LLC			
E 450-40110-050	SURFACE PRO LLC	<u>\$10,820.00</u>	RESURFACING ICE RINK
Search Name SURFACE PRO LLC		\$10,820.00	
Search Name THOMPSON THOMAS, N.			
E 101-40940-030	THOMPSON THOMAS, N.	<u>\$13,873.83</u>	3RD QTR BUILDING 2016
Search Name THOMPSON THOMAS, N.		\$13,873.83	
Search Name TIMM, BRIAN			
E 101-41500-037	TIMM, BRIAN	\$16.25	FIRE HALL CLEANING
E 101-41200-046	TIMM, BRIAN	<u>\$48.75</u>	FIRE HALL CLEANING
Search Name TIMM, BRIAN		\$65.00	
Search Name U.S. POSTMASTER			
E 707-48430-030	U.S. POSTMASTER	\$1,250.00	UB POSTAGE
E 703-48250-030	U.S. POSTMASTER	<u>\$1,250.00</u>	UB POSTAGE
Search Name U.S. POSTMASTER		\$2,500.00	
Search Name UTILITY CONSULTANTS			
E 707-48430-021	UTILITY CONSULTANTS	<u>\$1,771.62</u>	WWTP SAMPLES
Search Name UTILITY CONSULTANTS		\$1,771.62	
		<u>\$338,710.18</u>	

CITY OF BYRON
COUNCIL APPROVAL AFTER PAYMENT WARRANT REPORT

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name AMERIPRIDE LINEN & APPAREL			
E 101-42120-046	AMERIPRIDE LINEN & APPAREL	\$38.75	RAGS AND TOWELS
Search Name AMERIPRIDE LINEN & APPAREL		\$38.75	
Search Name CHARTER COMMUNICATIONS			
E 101-41200-031	CHARTER COMMUNICATIONS	\$7.75	BASIC CABLE
Search Name CHARTER COMMUNICATIONS		\$7.75	
Search Name CULLIGAN WATER CONDITIONING			
E 101-45500-046	CULLIGAN WATER CONDITIONIN	\$27.40	WATER COOLER
E 101-42120-046	CULLIGAN WATER CONDITIONIN	\$10.95	WATER COOLER RENTAL/WATER
E 707-48430-046	CULLIGAN WATER CONDITIONIN	\$50.95	BOTTLED WATER/SALT
Search Name CULLIGAN WATER CONDITIONING		\$89.30	
Search Name FRONTIER COMMUNICATIONS			
E 707-48430-031	FRONTIER COMMUNICATIONS	\$39.78	5077753400
E 703-48250-031	FRONTIER COMMUNICATIONS	\$39.78	5077753400
E 101-41200-031	FRONTIER COMMUNICATIONS	\$115.28	5077752603
E 101-40300-031	FRONTIER COMMUNICATIONS	\$39.78	5077753400
E 101-45700-031	FRONTIER COMMUNICATIONS	\$28.75	5077756916
E 101-41500-031	FRONTIER COMMUNICATIONS	\$26.32	5077752603
E 707-48430-031	FRONTIER COMMUNICATIONS	\$106.91	5077757160
E 703-48250-031	FRONTIER COMMUNICATIONS	\$106.91	5077757160
Search Name FRONTIER COMMUNICATIONS		\$503.51	
Search Name XCEL ENERGY/NSP			
E 101-45500-036	XCEL ENERGY/NSP	\$68.81	ICE RINK
Search Name XCEL ENERGY/NSP		\$68.81	
		\$708.12	

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



September 29, 2016

Ms. Mary Blair-Hoefl
City Administrator
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
Byron Community Recreation Complex
Pay Request No. 3

Dear Mary:

Enclosed is Pay Request No. 3 for work on the above referenced project. We recommend payment in the amount of \$ 104,783.29 to:

JB Holland Construction, Inc.
2092 Hwy 9 West
Decorah, IA 52101

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read 'D. D. Sikkink', is written over a faint, larger version of the same signature.

Daren D. Sikkink, P.E.

DS/jl

Enclosure

cc: Eric Counselman, City of Byron
Adam Kimball, JB Holland
Bill Angerman, WHKS (file)

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Bid Price: \$1,752,664.00

CO No. 1 \$ (202,535.00)

CO No. 1 Revised Bid Price: \$1,550,129.00

Date: Sept. 27, 2016

Estimate #: 3

% Complete: 29.1%

Project: Byron Community Recreation Complex
 Project No.: 8100
 Location: Byron, MN
 Contractor: JB Holland Construction, Inc.

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	Lump Sum	\$ 20,500.00	0.50	0.00	0.50	\$ 10,250.00
2	Clearing & Grubbing	0.5	Acre	\$ 4,800.00	0.5	0.0	0.5	\$ 2,400.00
3	Remove Concrete Curb & Gutter	60	L.F.	\$ 4.00	60	0	60	\$ 240.00
4	Remove Bituminous Street Pavement (P)	165	S.Y.	\$ 4.00	165	0	165	\$ 660.00
5 *	Common Excavation (P)	94,100	C.Y.	\$ 2.88	81230	7,890	89,120	\$ 256,665.60
6	Granular Material for Backfill	50	C.Y.	\$ 40.65	50	0	50	\$ 2,032.50
7	F&I 1 1/2" HDPE Low Pressure Sanitary Sewer Main	970	L.F.	\$ 25.00	970	0	970	\$ 24,250.00
8	Connect to Existing Sanitary Sewer	1	Each	\$ 1,880.00	1	0	1	\$ 1,880.00
9	F&I 6" Watermain	1,100	L.F.	\$ 34.00	1100	0	1100	\$ 37,400.00
10	F&I 4" Gate Valve & Box	1	Each	\$ 1,450.00	1	0	1	\$ 1,450.00
11	F&I 6" Gate Valve & Box	2	Each	\$ 1,190.00	2	0	2	\$ 2,380.00
12	F&I 6" Hydrant	1	Each	\$ 5,490.00	1	0	1	\$ 5,490.00
13	F&I Watermain Fittings	300	Pound	\$ 9.60	300	0	300	\$ 2,880.00
14	Connect to Existing Watermain	1	Each	\$ 2,818.00	1	0	1	\$ 2,818.00
15	F&I 12" Storm Sewer	95	L.F.	\$ 35.85	45	0	45	\$ 1,613.25
16	F&I 15" Storm Sewer	325	L.F.	\$ 38.00	0	0	0	\$ -
17	F&I 18" Storm Sewer	150	L.F.	\$ 48.50	0	0	0	\$ -
18	F&I 12" Apron	2	Each	\$ 145.00	2	0	2	\$ 290.00
19	F&I 15" Apron	2	Each	\$ 155.00	0	0	0	\$ -
20	F&I 18" Apron	1	Each	\$ 465.00	0	0	0	\$ -
21	Construct Structure, Type 4 (48")	2	Each	\$ 3,242.00	0	0	0	\$ -
22	Construct Structure Type 1	3	Each	\$ 2,752.00	0	0	0	\$ -
23	Construct 12" Nyloplast Drain Basin	8	Each	\$ 1,528.00	0	0	0	\$ -
24	F&I 6" Perforated Subdrain with Geotextile wrap	3,120	L.F.	\$ 11.00	0	0	0	\$ -
25	F&I 6" Cleanout	2	Each	\$ 1,150.00	0	0	0	\$ -
26	Geotextile Fabric, Type 5	14,100	S.Y.	\$ 1.00	0	5000	5000	\$ 5,000.00
27	Aggregate Base Placed (CV), Class 5	3,400	C.Y.	\$ 30.00	0	1500	1500	\$ 45,000.00
28	Aggregate Base Placed, Stabilizing Aggregate - Breaker Run	100	C.Y.	\$ 30.00	0	450	450	\$ 13,500.00
29	Aggregate Base Placed (CV), Class 5 - Path	275	C.Y.	\$ 36.00	0	100	100	\$ 3,600.00
30	Bituminous Wearing Course Mixture	1,050	Ton	\$ 66.00	0	0	0	\$ -
31	Bituminous Non Wearing Course Mixture	1,750	Ton	\$ 66.00	0	0	0	\$ -
32	Bituminous Wearing Course Mixture - Path	300	Ton	\$ 66.00	0	0	0	\$ -
33	4" Concrete Sidewalk	2,835	S.F.	\$ 4.75	0	0	0	\$ -
34	Concrete Curb & Gutter, Design B624	1,830	L.F.	\$ 18.05	0	0	0	\$ -

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: Byron Community Recreation Complex
 Project No.: 8100
 Location: Byron, MN
 Contractor: JB Holland Construction, Inc.

Bid Price: \$1,752,664.00
 CO No. 1 \$ (202,535.00)
 CO No. 1 Revised Bid Price: \$1,550,129.00
 Date: Sept. 27, 2016
 Estimate #: 3
 % Complete: 29.1%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimate	Quantity Completed This Estimate	Quantity Completed to Date	Total
35	Pedestrian Curb Ramps w/ Truncated Domes	2	Each	\$ 2,625.00	0	0	0	\$ -
36	4" Solid Line White - Epoxy	4,500	L.F.	\$ 1.95	0	0	0	\$ -
37	Pavement Message (Handicap Symbol)	7	Each	\$ 115.00	0	0	0	\$ -
38	Handicap Signs	7	Each	\$ 125.00	0	0	0	\$ -
39	Silt Fencing, Type Machine Sliced	5,000	L.F.	\$ 2.25	4812	0	4,812	\$ 10,827.00
40	Stabilized Vehicle Exit	1	Each	\$ 1,975.00	0	1	1	\$ 1,975.00
41	Inlet Protection	13	Each	\$ 165.00	0	0	0	\$ -
42	Erosion Control Blanket, Category 3	5,000	S.Y.	\$ 1.60	0	0	0	\$ -
43	Riprap, Class 3	60	C.Y.	\$ 38.45	0	0	0	\$ -
44	Seeding & Mulching	20	Acre	\$ 1,588.00	0	0	0	\$ -
45	Temporary Seeding	10	Acre	\$ 750.00	0	0	0	\$ -
46	Filtration Pond Soils	550	C.Y.	\$ 42.00	0	0	0	\$ -
47	F&I 2 1/2" Deciduous Tree	8	Each	\$ 1,275.00	0	0	0	\$ -
48	Chain Link Fence	1	Lump Sum	\$ 80,000.00	0	0	0	\$ -
49	6' Chain Link Cantilever Gate (15' Opening)	2	Each	\$ 2,592.00	0	0	0	\$ -
50 *	Infield Dirt - Shakopee Red Rock	800	C.Y.	\$ 105.00	0	0	0	\$ -
51	Site Electrical	1	Lump Sum	\$ 185,000.00	0	0.1	0.1	\$ 18,500.00
52	Chain Link Backstop (Fields 1 and 2)	2	Each	\$ 10,000.00	0	0	0	\$ -
53	Dugouts (Fields 1 and 2)	4	Each	\$ 4,700.00	0	0	0	\$ -
54 **	Chain Link Backstop(Fields 3 and 4)	2	Each	\$ 10,000.00	0	0	0	\$ -
55 **	Dugouts (Fields 3 and 4)	4	Each	\$ 4,700.00	0	0	0	\$ -
56 *	Retaining Wall	0	L.F.	\$ 190.00	0	0	0	\$ -
57	Landscape Rock	75	C.Y.	\$ 60.00	0	0	0	\$ -
58	Irrigating System	1	Lump Sum	\$ 128,000.00	0	0	0	\$ -
59 **	Miscellaneous Field Equipment	1	Lump Sum	\$ 27,237.00	0	0	0	\$ -
60 *	Removal & disposal of on site garbage	0	Lump Sum	\$ 3,800.00	0	0	0	\$ -
61	Traffic Control	1	Lump Sum	\$ 500.00	1.0	0.0	1.0	\$ 500.00
62	Material Testing	1	Lump Sum	\$ 1,000.00	0	0	0	\$ -

Total Work Completed \$ 451,601.35

- * Change Order No. 1 - Quantity Revised
- ** Change Order No. 1 - Unit Price Revised

Less 5% Retainage \$ (22,580.07)
 Less Previous Estimates \$ (324,237.99)

Net Payment this Estimate \$ 104,783.29

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 6, 2016

Ms. Mary Blair-Hoefft
City Administrator
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
2016 Fog Seal
Pay Request No. 1

Dear Mary:

Enclosed is Pay Request No. 1 for work on the above referenced project. We recommend the payment in the amount of \$17,978.75 to:

S.L. Contracting, Inc.
2510 Schuster LN. NW
Rochester, MN 55901

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink that reads 'Daren D. Sikkink'. The signature is written in a cursive, flowing style.

Daren D. Sikkink P.E.

DDS/jl

Enclosure

cc: Eric Counselman, City of Byron
Bill Angerman, WHKS (file)
Scott Lampland, S.L. Contracting

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 2016 Fog Seal - Street Maintenance
 Project No.: 8100.06
 Location: Byron, MN
 Contractor: S.L. Contracting, Inc.

Bid Price: \$18,000.00
 Date: Sep. 29, 2016
 Estimate #: 1
 % Complete: 105.1%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Bituminous Material dor Fog Seal, CRS-2pd	3600	LS	\$ 5.00	0	3,785	3,785	\$ 18,925.00

Total Work Completed to Date \$ 18,925.00

Less 5% Retainage \$ (946.25)

Less Previous Payments \$ -

Net Payment this Estimate \$ 17,978.75

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 6, 2016

Ms. Mary Blair-Hoeft
City Administrator
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
Byron Community Recreation Complex
Concession Building
Pay Request No. 2

Dear Mary:

Enclosed is Pay Request No. 2 for work on the above referenced project. We recommend payment in the amount of \$35,813.79 to:

Mohs Contracting, Inc.
969 39th Ave. NW Suite A
Owatonna, MN 55060

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read 'D. D. Sikkink', is written over the company name.

Daren D. Sikkink, P.E.

DDS/jml

Enclosure

cc: Eric Counselman, City of Byron
Bill Angerman, WHKS (file)
Justin Fletcher, Mohs Contracting

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Byron
PROJECT: Byron Community Recreation Complex
 Concession Building
 1650 4th St. NW
 Bryon, MN
 WHKS
 2905 S. Broadway
 Rochester, MN 55904
APPLICATION NO: 002
PERIOD TO: September 30, 2016
CONTRACT FOR: General Construction
CONTRACT DATE: June 29, 2016
PROJECT NOS: 1602 / 16-006 /

FROM Mohs Contracting, Inc.
CONTRACTOR: 969 39th Ave. NW Suite A Owatonna, MN 55060
VIA ARCHITECT:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

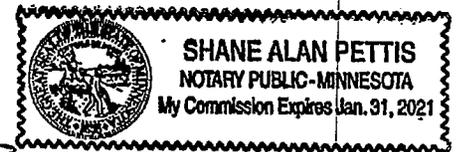
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 319,200.00
 2. NET CHANGE BY CHANGE ORDERS \$ -5,422.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 313,778.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 47,555.73
 5. RETAINAGE:
 a. 5 % of Completed Work
 (Column D + E on G703) \$ 2,277.79
 b. 5 % of Stored Material
 (Column F on G703) \$ 100.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 2,377.79
 6. TOTAL EARNED LESS RETAINAGE \$ 45,177.94
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 9,364.15
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$ 35,813.79
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 268,600.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ -5,422.00	\$ 0.00
TOTALS	\$ -5,422.00	\$ 0.00
NET CHANGES by Change Order	\$	-5,422.00

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

CONTRACTOR:
 By: _____ Date: 9-30-16
 State of: MN
 County of: Steele
 Subscribed and sworn to before
 me this 30 day of September
 Notary Public: _____
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 35,813.79
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

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

AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document, G702[™]-1992, Application and Certification for Payment, or G736[™]-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.

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

APPLICATION NO: 002

APPLICATION DATE: 09/30/2016

PERIOD TO: 09/30/2016

ARCHITECT'S PROJECT NO: 1602

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G ÷ C)		
1	01 00 00: General Conditions	48,111.00	3,450.00	4,248.73	0.00	7,698.73	16.00 %	40,412.27	384.94
2	01 78 33: Bonds	4,407.00	4,407.00	0.00	0.00	4,407.00	100.00 %	0.00	220.35
3	03 05 00: Common Work Results for Concrete	47,255.00	0.00	0.00	0.00	0.00	0.00 %	47,255.00	0.00
4	04 05 00: Common Work Results for Masonry	36,445.00	0.00	21,800.00	0.00	21,800.00	59.82 %	14,645.00	1,090.00
5	05 12 00: Structural Steel Framing	6,380.00	0.00	0.00	0.00	0.00	0.00 %	6,380.00	0.00
6	06 22 00: Millwork	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
7	06 11 00: Wood Framing	16,469.00	0.00	0.00	0.00	0.00	0.00 %	16,469.00	0.00
8	07 21 00: Thermal Insulation	1,500.00	0.00	0.00	0.00	0.00	0.00 %	1,500.00	0.00
9	07 41 00: Metal Walls and Roof Panels	53,483.00	0.00	0.00	0.00	0.00	0.00 %	53,483.00	0.00
10	07 92 00: Joint Sealants	875.00	0.00	0.00	0.00	0.00	0.00 %	875.00	0.00
11	08 11 00: Metal Doors and Frames	7,499.00	0.00	0.00	0.00	0.00	0.00 %	7,499.00	0.00
12	08 33 00: Overhead Coiling Counter Doors	4,050.00	0.00	0.00	0.00	0.00	0.00 %	4,050.00	0.00

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
			D	E		F	H		
13	09 91 00: Painting	4,750.00	0.00	0.00	0.00	0.00	0.00 %	4,750.00	0.00
14	10 05 00: Common Work Results for Specialties	6,132.00	0.00	0.00	0.00	0.00	0.00 %	6,132.00	0.00
15	12 32 00: Solid Surface Fabrication	5,108.00	0.00	0.00	0.00	0.00	0.00 %	5,108.00	0.00
16	22 05 00: Common Work Results for Plumbing	48,200.00	0.00	0.00	0.00	0.00	0.00 %	48,200.00	0.00
17	23 05 00: Common Work Results for Electrical	12,896.00	2,000.00	0.00	2,000.00	4,000.00	31.02 %	8,896.00	303.30
18	31 05 00: Common Work Results for Earthwork	12,640.00	0.00	7,584.00	0.00	7,584.00	60.00 %	5,056.00	
	GRAND TOTAL	\$319,200.00	\$9,857.00	\$33,632.73	\$2,000.00	\$45,489.73	14.25 %	\$273,710.27	\$2,377.79

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 6, 2016

Ms. Mary Blair-Hoefl
City Administrator
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
13th Street NW
Pay Request No. 3

Dear Mary:

Enclosed is Pay Request No. 3 for work on the above referenced project. We recommend the payment in the amount of \$131,720.16 to:

Edge Contracting, Inc.
27854 County Road 73
Elgin, MN 55932

Please contact me if you have any questions.

Sincerely,

WHKS & CO.

A handwritten signature in black ink, appearing to read "D. D. Sikkink".

Daren D. Sikkink P.E.

DDS/jl

Enclosure

cc: Eric Counselman, City of Byron
Bill Angerman, WHKS (file)
Steve Jech, Edge Contracting

2905 South Broadway
Rochester, MN 55904
Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: 13th Street NW
Project No.: 8100.05
Location: Byron, MN
Contractor: Edge Contracting

Bid Price: \$709,319.75
Date: Oct. 4, 2016
Estimate #: 3
% Complete: 56.1%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	LS	\$ 20,640.00	0.5	0.0	0.5	\$ 10,320.00
2	Remove Curb & Gutter	55	LF	\$ 3.00	0	55	55	\$ 165.00
3	Remove Pipe Sewers (Storm)	75	LF	\$ 10.00	75	0	75	\$ 750.00
4	Remove Concrete Walk	35	SY	\$ 3.00	0	35	35	\$ 105.00
5	Remove Bituminous Pavement	2,125	SY	\$ 2.50	2125	0	2,125	\$ 5,312.50
6	Remove Bollards	1	Each	\$ 200.00	0	0	0	\$ -
7	Remove, Salvage, Reinstall Apron	2	Each	\$ 300.00	0	2	2	\$ 600.00
8	Common Excavation (P)	12,600	CY	\$ 4.95	11111	1,010	12,121	\$ 59,998.95
9	Stabilizing Aggregate - Breaker Run	1,600	CY	\$ 26.75	1412	120	1,532	\$ 40,981.00
10	Aggregate Surfacing, CL 5	115	CY	\$ 26.75	0	0	0	\$ -
11	Aggregate Base (CV) Class 5	3,500	CY	\$ 26.75	2195	1,086	3,281	\$ 87,766.75
12	Geotextile Fabric, Type 5	9,500	SY	\$ 1.00	0	9,500	9,500	\$ 9,500.00
13	Aggregate for Pipe Foundation	100	CY	\$ 20.00	0	0	0	\$ -
14	Granular Backfill for Storm Sewer	600	CY	\$ 15.00	0	300	300	\$ 4,500.00
15	Type SP 12.5 Wearing Course Mix	1,700	Ton	\$ 66.05	0	0	0	\$ -
16	Type SP 12.5 Non Wearing Course Mix	1,700	Ton	\$ 66.05	0	0	0	\$ -
17	15" RC Pipe Apron	1	Each	\$ 350.00	1	0	1	\$ 350.00
18	24" RC Pipe Apron	1	Each	\$ 470.00	0	1	1	\$ 470.00
19	Trash Guard for 15" Pipe Apron	1	Each	\$ 300.00	0	1	1	\$ 300.00
20	Trash Guard for 24" Pipe Apron	1	Each	\$ 490.00	0	1	1	\$ 490.00
21	4" Perf PVC Pipe Drain	640	LF	\$ 10.00	1270	0	1,270	\$ 12,700.00
22	12" Pipe Sewer	235	LF	\$ 26.50	235	0	235	\$ 6,227.50
23	15" Pipe Sewer	535	LF	\$ 29.00	535	0	535	\$ 15,515.00
24	18" Pipe Sewer	300	LF	\$ 29.50	300	0	300	\$ 8,850.00
25	24" Pipe Sewer	209	LF	\$ 35.50	105	104	209	\$ 7,419.50
26	Connect to Existing Storm Sewer	5	Each	\$ 750.00	5	0	5	\$ 3,750.00
27	Ductile Iron Fittings	110	LB	\$ 10.00	110	0	110	\$ 1,100.00
28	Adjust Valve Box	2	Each	\$ 250.00	0	0	0	\$ -
29	Relocate Hydrant Assembly	2	Each	\$ 1,000.00	2	0	2	\$ 2,000.00
30	6" Gate Valve & Box	1	Each	\$ 1,050.00	0	0	0	\$ -
31	Connect to Existing Watermain	2	Each	\$ 750.00	2	0	2	\$ 1,500.00
32	6" Watermain	25	LF	\$ 100.00	25	0	25	\$ 2,500.00
33	Const Drainage Structure Type 1	11	Each	\$ 1,231.00	11	0	11	\$ 13,541.00
34	Const Drainage Structure Type 4	4	Each	\$ 1,450.00	4	0	4	\$ 5,800.00
35	Adjust Frame & Ring Casting	5	Each	\$ 300.00	0	0	0	\$ -
36	Modify Manhole	2	Each	\$ 2,500.00	2	0	2	\$ 5,000.00
37	4" Concrete Walk	305	SF	\$ 7.00	0	0	0	\$ -
38	Pedestrian Ramps	9	Each	\$ 2,500.00	0	5	5	\$ 12,500.00
39	8" Concrete Driveway Pavement	125	SY	\$ 68.00	0	106	106	\$ 7,208.00
40	Concrete Curb & Gutter Design B624	3,720	LF	\$ 16.40	0	3,752	3,752	\$ 61,532.80
41	Traffic Control	1	LS	\$ 8,000.00	0.5	0.0	0.5	\$ 4,000.00
42	Silt Fence, Type Machine Sliced	2,000	LF	\$ 2.10	2000	0	2,000	\$ 4,200.00
43	Storm Drain Inlet Protection	22	Each	\$ 250.00	3	0	3	\$ 750.00
44	Stabilized Construction Exit	2	Each	\$ 2,000.00	0	0	0	\$ -

2905 South Broadway
 Rochester, MN 55904
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 13th Street NW
 Project No.: 8100.05
 Location: Byron, MN
 Contractor: Edge Contracting

Bid Price: \$709,319.75
 Date: Oct. 4, 2016
 Estimate #: 3
 % Complete: 56.1%

Line No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
45	Dust Control	5	Each	\$500.00	0	0	0	\$ -
46	Topsoil Borrow (LV)	150	CY	\$ 20.00	0	0	0	\$ -
47	Erosion Control Blanket, Category 3	7,220	SY	\$ 1.20	0	0	0	\$ -
48	Seeding & Mulching	2	Acre	\$ 6,050.00	0	0	0	\$ -
49	4" Solid Line Yellow-Epoxy	2,760	LF	\$ 0.60	0	0	0	\$ -
50	Material Testing	1	LS	\$ 2,000.00	0	0	0	\$ -
51	Traffic Sign with Post	6	Each	\$ 300.00	0	0	0	\$ -
52	Crosswalk Stripe	3	Each	\$ 650.00	0	0	0	\$ -
53	4 inch Cleanout	3	Each	\$ 100.00	0	0	0	\$ -
54	Reinstall Salvaged Trash Guards	2	Each	\$ 100.00	0	0	0	\$ -
55	8 inch PVC Pipe Drain	11	LF	\$ 30.00	0	11	11	\$ 330.00

Total Work Completed to Date \$ 398,033.00

Less 5% Retainage \$ (19,901.65)
 Less Previous Payments \$ (246,411.19)

Net Payment this Estimate \$ 131,720.16

**CITY OF BYRON, MINNESOTA
REQUEST FOR ACTION**

Meeting Date: October 11, 2016

Originating Dept: The City Council had discussions about whether to continue to provide tablets to Councilmembers, provide an I.T. stipend or use personal equipment.

Staff was instructed to create a policy that allowed for one of two options; the City would provide the tablet to the members that requested it and others were allowed to use their own tablet/laptop if they chose. No stipend would be offered to offset costs.

Staff took a current policy (Tablet Policy) and added language to include the option for personal equipment and/or City provided equipment.

Action Requested: Approve the policy with the changes.

Reviewed By: Kelli/Janna/Mary

Preparer: MBH

Signature:

A handwritten signature in black ink, appearing to be the initials 'MBH' followed by a large, stylized flourish that loops around the bottom right.

City of Byron Tablet Policy

Approved 2.13.13

Revised 10.11.16

Purpose

This policy pertains to the city employees and Council Members who are using tablets for city related items. City employees or Council Members that are in need of a tablet for City related work, may choose to use an issued device purchased by the city or provide their own personal tablets. The purpose of this policy is to outline the responsibilities and care required for tablets and outlines policies for city use on personal tablets.

The devices are intended to be utilized by staff members for the purpose of enhancing meeting workflow, reducing the use of paper agenda packets materials, improve staff efficiency, and to improve the timeliness of Council, staff and resident communication.

I. City-issued Tablets

A. City Use

City-issued devices are intended for professional use. The city does not maintain loaner devices, so users will be responsible for conducting meetings without a device in the event of a lost or misplaced device.

- * Devices shall be maintained in a suitably charged state during work hours.
- * Inappropriate media may not be used as a screensaver or background photo.
- * Devices will be secured within a minimum of eight (8) digit numeric passcode, which must be shared with the City Administrator.
- * Sound shall be muted at all times unless needed for instructional purposes.
- * Personally-owned music, games and apps may only be present on a city-issued device when using a personal account. I.e. personal apple ID iTunes account.
- * In case a device is restored to its original condition, the user is responsible for restoring any personal content.
- * City staff is not responsible for backing up personal related content.
- * Users may save work locally on the device. It is strongly recommended that user utilize the city-designated online storage technology.
- * Information stored on the tablet could be classified as public, private, or other data and is governed by the Minnesota Government Data Practices Act (MN Statute Chapter 13) and must be treated accordingly.
- * Staff and Council Members should retain information stored on the tablet keeping with city policies and procedures per the General Retention Schedule.

B. Personal/Home Use

A tablet is a powerful computing tool. City-issued devices may be taken home provided the use is consistent with the Email/Internet position found in the Computer/E-mail Acceptable

Use Policy. (copy attached). Failure to adhere to the policy shall result in the revocation of such use privilege.

- * Users are allowed to connect devices to non-city wireless networks.
- * While instruction and advice may be offered, the city staff is not responsible for home network use or support.
- * It is the policy of the city to maintain the right to access and disclose any and all messages communicated through electronic means when city-issued equipment is used. Regardless of the intent of the message (business or personal), any employee/elected official involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message when using city-issued equipment.

C. Tablet Care

Users will be held responsible for the maintenance and care of assigned communication devices.

- * Keep batteries charged and ready for use at meetings.
- * Clean the view screen with a soft, dry cloth or anti-static cloth as needed.
- * Do not lean or place anything on the screen that may cause damage.
- * Utilize a protective case at all times.
- * When not in use, store in a secure location. Never leave in an unlocked car or any other theft-prone area. Avoid extreme heat or cold locations, ideally stored between 50 to 80 degree Fahrenheit.
- * Immediately report lost, stolen, malfunctioning or damaged devices to the City Administrator.
- * Stolen devices must be reported immediately to the local authorities.

D. Application Software

All software applications purchased and installed by the city staff must remain on the device in a usable condition and be accessible at all times. Users are responsible for personal software applications and are responsible for installation and backup.

- * Software purchased by the city will be done through the city.
- * Users are allowed to purchase and download personal applications providing they are not profane, obscene or offensive to others.
- * The city is not responsible for the loss of any personal software applications when the device is updated, tested with diagnostic tools or restored to its original state.
- * Storage space needed for city applications will take precedence over space used for personal items.

E. Acknowledgement

All Council Members and staff who are assigned a tablet shall be provided a copy of these guidelines and shall acknowledge receipt and understanding of the provisions outlined herein. The guidelines may be updated as needed.

II. Personal Issued Tablets

If city employees and/or Council Members choose to provide their own personal tablets, they must use the city issued email for any city related business. All Council Members are responsible for accessing council packets through the program used by the city. Wi-Fi is available at City Hall for Council Members to access, but the City will not provide internet elsewhere.

III. MN Government Data Practices Act, MN Statutes Chapter 13. This Chapter establishes the presumptions that government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute or a temporary classification of data that provides that certain data are not public.

I agree that I will use tablets in accordance with the specifics outlined in this user agreement. I also understand that use of a city asset is a privilege that may be revoked at any time.

Printed Name: _____

Signature: _____ Date: _____



Mary Blair-Hoeft <mhoeft@byronmn.com>

Programming Change

1 message

Osborne, Brenda M <brenda.osborne@charter.com>
To: "mhoeft@ci.byron.mn.us" <mhoeft@ci.byron.mn.us>

Thu, Sep 29, 2016 at 1:17 PM

September 29, 2016

Dear Ms. Blair-Hoeft,

Charter Communications ("Charter") is making changes to our channel lineup for customers in your community.

Effective on or after October 31, 2016, Participant Channel, Inc. is discontinuing Pivot on Channels 147 and 707 (HD). This service will no longer be offered for customers who currently subscribe to Charter's Faith & Values View or DVP/Tier 2. To view your complete channel lineup, visit www.spectrum.com/channellineup.

Thank you for your attention to this matter. As always, please feel free to contact me by email at tom.bordwell@charter.com or by phone at 952-367-4233 should you have any questions.

Sincerely,

Tom

Charter
COMMUNICATIONS

Tom Bordwell | Director of Government Affairs | 952.367.4233

16900 Cedar Avenue | Rosemount, MN 55068

Charter
COMMUNICATIONS

Brenda Osborne | Administrative Assistant - Government Relations | 952.367.4223

16900 Cedar Avenue | Rosemount, MN 55068

**CITY OF BYRON, MINNESOTA
REQUEST FOR ACTION**

Meeting Date: October 11, 2016

Originating Dept: Every three years the City must complete and submit a Pay Equity report to the State. The report shows that the City is in compliance with Pay Equity

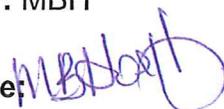
The Personnel Committee has reviewed the Pay Equity report and understands that overall the City is in compliance; however, there is a wage concern for the processing positions on the pay grid that are rated 140 and 141. There is a gap of \$1.61 for like hiring dates between male and female positions. We are requesting to close that gap in the next six months.

Action Requested: 1) Approve the Pay Equity Report as submitted and
2) Approve the request to close the gap on the positions rated 140 and 141 over the next six months.

Staff Recommendation: Approve action recommended by the Personnel Committee.
Reviewed By:

Preparer: MBH

Signature:

A handwritten signature in blue ink, appearing to be 'MBH', is written over the 'Signature:' label.

Compliance Report

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from the

Pay Equity Implementation Report data. Parts II, III and IV of the Compliance Report give test results. For more detail on each test, refer to Minnesota Rules Chapter 3920.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	8	4	2	14
# Employees	14	4	24	42
Avg. Max Monthly Pay Per Employee	1,537.22	1,796.87		1,656.86

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 150.0*

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	3
b. # Below Predicted Pay	3	1
c. TOTAL	8	4
d. % Below Predicted Pay (b divided by c = d)	37.50	25.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 16 Value of T = -3.732

a. Avg. diff. in pay from predicted pay for male jobs = \$ 2

b. Avg. diff. in pay from predicted pay for female jobs = \$75

III. SALARY RANGE TEST = 105.71% (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.29

B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 50.00% (Result is B divided by A)

A. % of male classes receiving ESP 50.00*

B. % of female classes receiving ESP 25.00

*(If 20% or less, test result will be 0.00.)

Compliance Report

Explanations below correspond to shaded numbers on page three.

1. **Average Maximum Monthly Salary for Employees in Male Classes**
2. **Average Maximum Monthly Salary for Employees in Female Classes**
3. **Overall Average Maximum Monthly Salary for an Employee**
4. **Underpayment Ratio**

The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. The underpayment ratio is calculated by dividing the percentage of male classes below predicted pay (item five) by the percentage of female classes below predicted pay (item six). In the example on page three, $37.5 \div 25 = 150\%$. Jurisdictions with an underpayment ratio below 80% can improve their score by increasing salaries for female classes to at or above predicted pay. More details regarding predicted pay are on pages six, and 14 through 17.

If the underpayment ratio is less than 80%, a jurisdiction may still pass the statistical analysis test if the t-test results (explained in item 7) are not statistically significant. The t-test measures the average dollar difference from predicted pay for male and female classes.

5. **Percentage of Male Classes Below Predicted Pay**

This percentage is calculated by dividing the number of male classes below predicted pay by the overall total of male classes. In the example on page three, the total of male classes is eight, and three fall below predicted pay. Therefore, $3 \div 8 = 37.50\%$.

6. **Percentage of Female Classes Below Predicted Pay**

This percentage is calculated by dividing the number of female classes below predicted pay by the overall total of female classes. In the example on page three, the total of female classes is four and one of those falls below predicted pay. Therefore, $1 \div 4 = 25\%$.

7. **T-Test & Degrees of Freedom**

These numbers are used only for jurisdictions with an underpayment ratio below 80%, at least six male classes and at least one class with a salary range. **If the underpayment ratio is 80% or more, these numbers are not used nor are they used for jurisdictions in the alternative analysis.**

These numbers show the average dollar amount that males and females are from predicted pay and answer the question: Are females paid less than males on average and, is the underpayment of females statistically significant?

To determine if these numbers show statistical significance, they must be checked against the table on page five. Find the DF number in the "Degrees of Freedom" column and then look across for the "Value of T." **If the "value of t" on the compliance report is less than the "value of t" on the table, it means that either there is no underpayment of female classes or that the underpayment is not statistically significant. If the t-test number is the same or more than the "value of t" on the table, the underpayment for female classes is statistically significant and the jurisdiction would not pass the test.**

Salary increases for female classes sufficient to eliminate statistical significance would allow a jurisdiction to pass the statistical analysis test even with an underpayment ratio below 80%.

In the example on page three, t-test results would not be used because the underpayment ratio is above 80%, but let's assume we needed to check these results. First, we would find 16 in the DF column and then look across to find the

value of t at 1.746. Since our t-test number is -3.732, well below the value of t on the table, these results would show that on average, females are not underpaid compared to males.

<u>DF</u>	<u>Value of t</u>	<u>DF</u>	<u>Value of t</u>	<u>DF</u>	<u>Value of t</u>
1	6.314	12	1.782	23	1.714
2	2.920	13	1.771	24	1.711
3	2.353	14	1.761	25	1.708
4	2.132	15	1.753	26	1.706
5	2.015	16	1.746	27	1.703
6	1.943	17	1.740	28	1.701
7	1.895	18	1.734	29	1.699
8	1.860	19	1.729	30	1.697
9	1.833	20	1.725	40	1.684
*10	*1.812	21	1.721	60	1.671
11	1.796	22	1.717	120	1.658
				Infinity	1.645

While the entire method for calculating t-test results cannot be explained here, it is a commonly accepted mathematical technique for measuring statistical significance. The formula is fairly complex, but basically it factors in predicted pay, the dollar difference from predicted pay and the number of employees. The DF number is the total number of employees in male or female dominated classes only, minus two.

by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries, or some combination of both. A result of 0% would mean that either there are no male classes with an established number of years to move through a salary range, no female classes with an established number of years to move through a salary range, or both. A description of how the salary range test is calculated is on page 12.

8. Average Dollar Amount Male Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for male classes, on average, is \$2 above predicted pay.

9. Average Dollar Amount Female Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for female classes, on average, is \$75 above predicted pay.

10. Salary Range Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 105.71% is passing. Jurisdictions not passing this test can pass it

11. Exceptional Service Pay Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 50% is not passing. Jurisdictions not passing this test can pass it by either increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay, or some combination of both. A result of 0% could mean that fewer than 20% of male classes receive exceptional service pay or that no female classes receive exceptional service pay. A description of how the exceptional service pay test is calculated is on page 13.

Compliance Report

Jurisdiction: Byron

Report Year: 2017

Case: 1 - 2015DATA (Private (Jur Only))

680 Byron Main Court NE
Byron MN 55920

Contact: Mary Hoeft

Phone: (507) 775-3418

E-Mail: mhoeft@byronmn.com

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	4	0	10
# Employees	8	4	0	12
Avg. Max Monthly Pay per employee	4,293.00	5,757.50		4,781.17

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 44.44 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	4	1
b. # Below Predicted Pay	2	3
c. TOTAL	6	4
d. % Below Predicted Pay (b divided by c = d)	33.33	75.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 10	Value of T = -1.233
------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = \$0

b. Avg. diff. in pay from predicted pay for female jobs = \$608

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 6.00

B. Avg. # of years to max salary for female jobs = 6.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 0.00 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Byron
LGID 523

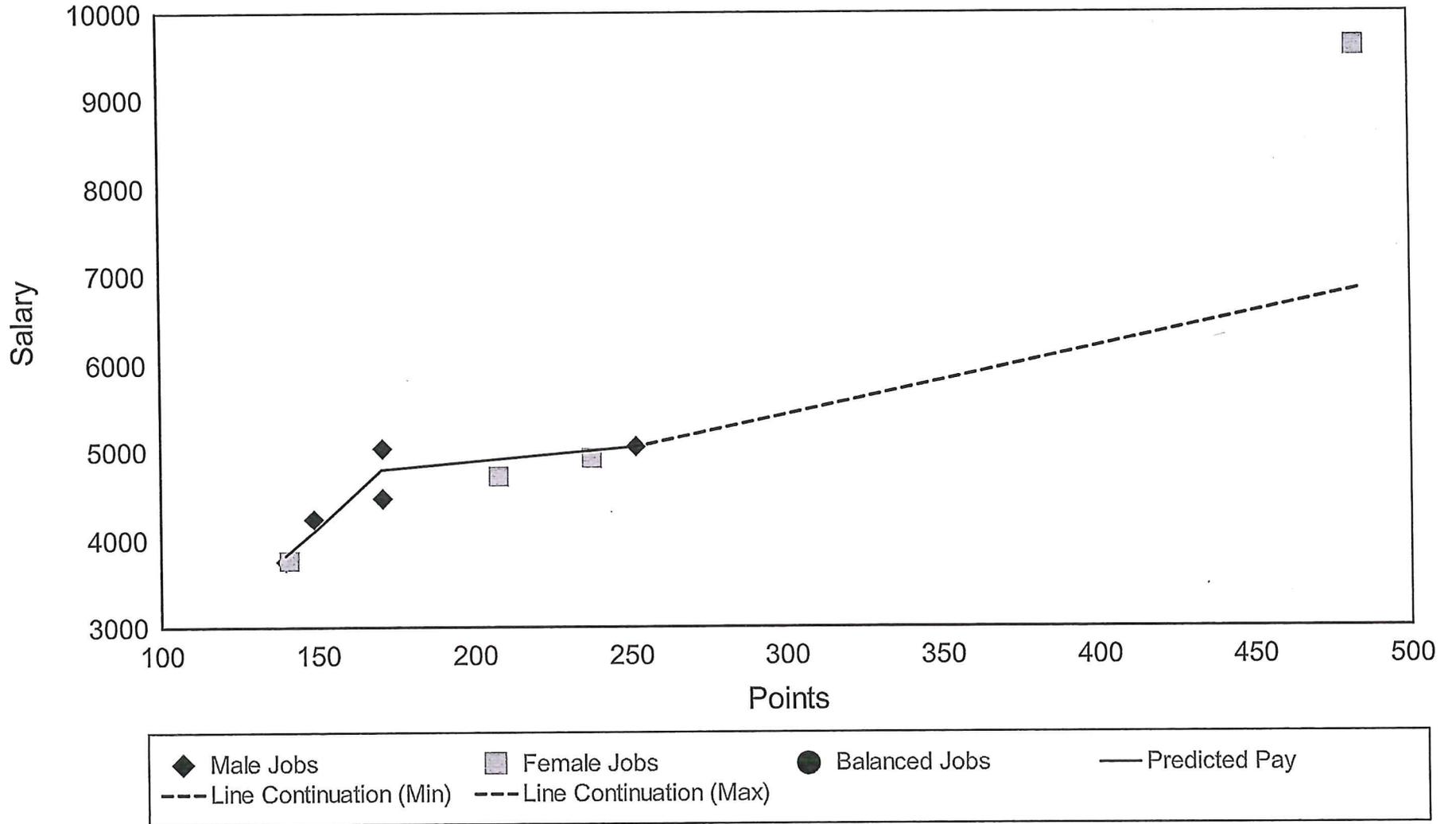
Case: 2015DATA

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Maintenance Worker	3	0	M	140	\$2,661.00	\$3,762.00	6.00		
2	UB Clerk/Building Technici	0	1	F	141	\$2,661.00	\$3,762.00	6.00		
6	Lead Parks	1	0	M	149	\$2,804.00	\$4,238.00	6.00		
7	Lead Street Maintenance	1	0	M	149	\$2,804.00	\$4,238.00	6.00		
4	Lead Sewer Operator	1	0	M	171	\$3,491.00	\$5,044.00	6.00		
5	Lead Water Operator	1	0	M	171	\$3,491.00	\$4,476.00	6.00		
14	Deputy Clerk - Accounting	0	1	F	208	\$3,457.00	\$4,733.00	6.00		
9	City Planner	0	1	F	238	\$3,569.00	\$4,924.00	6.00		
11	Public Works Director	1	0	M	252	\$3,710.00	\$5,062.00	6.00		
13	Administrator	0	1	F	483	\$7,150.00	\$9,611.00	6.00		

Job Number Count: 10

Predicted Pay Report for Byron
Case : 2015DATA

9/19/2016



Predicted Pay Report for Byron
Case : 2015DATA

9/19/2016

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Maintenance Worker	3	0	3	Male	140	\$3,762.00	\$3,824.19	(\$62.19)
2	UB Clerk/Building Technician	0	1	1	Female	141	\$3,762.00	\$3,855.45	(\$93.45)
6	Lead Parks	1	0	1	Male	149	\$4,238.00	\$4,106.61	\$131.39
7	Lead Street Maintenance	1	0	1	Male	149	\$4,238.00	\$4,106.61	\$131.39
4	Lead Sewer Operator	1	0	1	Male	171	\$5,044.00	\$4,798.10	\$245.90
5	Lead Water Operator	1	0	1	Male	171	\$4,476.00	\$4,798.10	(\$322.10)
14	Deputy Clerk - Accounting Tech	0	1	1	Female	208	\$4,733.00	\$4,897.99	(\$164.99)
9	City Planner	0	1	1	Female	238	\$4,924.00	\$5,009.82	(\$85.82)
11	Public Works Director	1	0	1	Male	252	\$5,062.00	\$5,062.00	\$0.00
13	Administrator	0	1	1	Female	483	\$9,611.00	\$6,833.49	\$2,777.51

Job Number Count: 10

ORDINANCE 16 -05

AN ORDINANCE AMENDING THE ZONING ORDINANCE

OF THE CITY OF BYRON

SUBDIVISION KNOWN AS COUNTRY RIDGE VIEW ESTATES

The Byron Planning Commission recommends to approve the rezone request as follows:

Section 1. The following described property to be rezoned from temporary Residential Low Density (R-1) to Residential Medium Density (R-2).

Block 1, Lots 1 - 6 and Block 5, Lots 1 - 7 of Country Ridge View Estates.

Section 2. The following described property to be rezoned from temporary Residential Low Density (R-1) to permanent Residential Low Density (R-1).

Block 1, Lots 7 - 10, Block 2, Lots 1 - 7, Block 3, Lots 1 - 2, Block 4, Lots 1 - 6, Block 5, Lot 8, Outlot B of Country Ridge View Estates as well as the 90 foot section of land that connects Country Ridge View Estates to 7th Street NE.

Section 3. This ordinance becomes effective from and after its passage.

Approved this 11th day of October, 2016.

By: _____
Ann M. Diercks
Mayor

Attest: _____
Mary K. Blair-Hoefl
City Administrator

**CITY OF BYRON, MINNESOTA
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2016**

Originating Dept: Planning

Action Requested:

Introduction: Earlier this year developer Randy Fogelson annexed approximately 48 acres of land on the north side of 7th Street and the east side of 10th Avenue. At the time of annexation the developer did not designate how the area would be zoned.

The Zoning Code allows for a temporary zoning of R-1 (low density residential) for 1 year. City Code Chapter 152.011 allows the Planning Commission to make a recommendation within 1 year of annexation.

Background/Justification:

Developer Randy Fogelson has requested to rezone a portion of the annexed land to R-2 (medium density residential). The area to be R-2 is shown on the Country Ridge View Estates plat as Block 1, Lots 1 - 6 and Block 5, Lots 1 - 7.

Staff is recommending that the remaining portion of the annexed area be zoned R-1. The area to be zoned R-1 is all of Outlot B, Block 1, Lots 7 - 10, Block 2, Lots 1 - 7, Block 3, Lots 1 - 2, Block 4, Lots 1 - 6, Block 5, Lot 8 and the annexed 90 foot future roadway connecting the subdivision to 7th Street NE.

Staff has requested and is still waiting for the developer to submit the covenants and/or association documents for Country Ridge View Estates. The rezone request should be made contingent on the document(s) being submitted.

See enclosed map for designations.

Alternatives:

1. Recommend to the City Council to approve the rezone contingent on the submittal of subdivision covenants and/or association documents.
2. Recommend to the City Council to deny the rezone with justification.

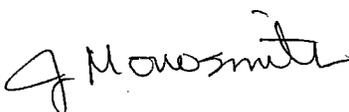
Staff Recommendation:

Alternative 1.

Reviewed By:

Preparer: Janna Monosmith

Signature:



APPLICATION FOR A ZONING DISTRICT CHANGE

CITY OF BYRON

\$400.00 FEE

The undersigned hereby makes application to change the zoning district boundaries on the City of Byron Official Zoning Map in accordance with the Zoning Ordinance of the City of Byron.

NAME OF APPLICANT COUNTRY VIEW ESTATES OF BYRON LLC
ADDRESS OF APPLICANT 820 3RD AVE NE
TELEPHONE NUMBER (HOME) 507-259-6765 (WORK) _____
SIGNATURE & ADDRESS OF PROPERTY OWNER _____
820. 3RD AVE NE
BYRON, MN 55920

LOCATION OF PROPERTY TO BE ZONED SEE ATTACHED

EXISTING USE OF PROPERTY VACANT CURRENTLY FARMED.
EXISTING ZONING DISTRICT R-1 BY ANNEXATION
PROPOSED USE OF PROPERTY RESIDENTIAL
PROPOSED ZONING DISTRICT R-1 FOR SINGLE FAMILY, R2 FOR TOWNHOMES
REASON FOR PROPOSED CHANGE TO ALLOW FOR FLEXABILITY FOR FUTURE PHASE OF SUBDIVISION.

THE FOLLOWING ARE A REQUIRED PART OF THIS APPLICATION

- 1. Written legal description of the property.
- 2. Site plan showing the proposed use of the property, adjacent land uses and vehicular access to the property.
- 3. Filing fee as specified in the City of Byron Fee Schedule, made payable to the City of Byron.

DATE APPLICATION RECEIVED AT CITY HALL: _____

The City Council of Byron met on _____ to consider the above request for a zoning district change located in the _____ quarter of Section _____. The City Council reviewed the proposed zoning district change and wishes to make the following comments:

MAYOR

DATE

Reviewed by: Admin Assistant: _____ Clerk _____
Planner: _____ or Building Inspector: _____ or City Administrator: _____

COUNTRY RIDGE VIEW ESTATES
DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made this [REDACTED] day of [REDACTED], 2016 between the City of Byron, Minnesota, a Municipal Corporation (“the City”) and Country Ridge View Estates of Byron, LLC, a Minnesota Limited Liability Company (“Developer”). City and Developer may be referred to individually as “Party” or collectively as “Parties” throughout this Agreement.

RECITALS

1. Developer is the owner of the Property to be known as Country Ridge View Estates, legally described as follows:

Block 1, Lots 1 - 10, Block 2, Lots 1 - 7, Block 3, Lots 1 - 2,
Block 4, Lots 1 - 6, Block 5, Lots 1 - 8.

2. Developer has requested permission to construct, at its own expense, certain public improvements within the proposed public right-of-way of the Property according to the plans and specifications prepared by David Martin of Massey Land Surveying & Engineering, the plat of which is title “Country Ridge View Estates”.
3. The City has the authority to execute agreements to make certain public improvements with Developers, per the authorization provided in Minn. Stat. §§462.359 *et.seq.*
4. The City is willing to grant the Developer permission to complete the proposed improvements at Developer’s own expense, provided the proposed improvements are completed in accordance with the terms of this Agreement and meets the City’s Subdivision specifications; while under the supervision of the City Engineer or his agents or representative, in addition to any terms and conditions required by any other developer undertaking this type of construction under contract with the City.

The Parties agree as follows:

ARTICLE I:
DUTIES, MAINTENANCE AND RELEASES

1.1 Developer’s Obligations. Developer shall furnish all materials, all necessary tools and equipment and shall do and perform all the work and labor necessary in the construction of the proposed improvements described in this Agreement and any exhibit hereto, and as recommended by the City Engineer and approved by the City Council.

1.2 Completion Date. Developer shall complete all proposed improvements subject to this Agreement on or before October 31, 2017 which shall include all infrastructure associated with construction, with the exception of the bituminous wear course which shall be completed by July 31, 2018. If for some reason Developer is unable to complete proposed improvements by the date set forth above, Developer shall provide notice to the City as soon as is reasonably possible to negotiate an extension of the completion date by no more that (30) days from the original date of completion.

1.3 Maintenance Ownership. Developer shall be responsible for all maintenance work on the Property until such time the City accepts such improvements, at which time ownership of the Property shall transfer to the City. Developer shall guarantee the maintenance of all work performed and material furnished on the Property pursuant to this Agreement for a period of one (1) calendar year after the date of acceptance by the City.

1.4 Erosion Control. Developer shall construct and maintain, temporary stormwater and quality control facilities within the Property, as required by the MPCA NPDES construction stormwater permit and City standards.

Through execution of this Agreement Developer assigns to the City easement rights across part of the Property being platted as drainage or utility easements, for the City or its agent to access, inspect and maintain the stormwater pond in the event that the developer, its heirs, successors or assigns, fail to uphold the terms of this Agreement.

The Developer will provide or perform the following related items regarding erosion.

- a. Inspect the stormwater pond during the growing season and after every rainfall event exceeding 4.5 inches in 24 hours to identify functional deficits, such as, but not limited to: sediment loading, erosion, or structural deterioration. Written inspection records will be kept and made available to the City upon request.
- b. The stormwater pond will be maintained to provide functionality consistent with the approved design.
- c. In no event shall the design sediment storage volume of the stormwater pond be reduced by more than 50% by sediment loading.
- d. All structural and non-structural maintenance necessary to insure the operational performance of the pond shall be consistent with the parameters established by the approved design.
- e. The appearance of the stormwater pond area shall be in compliance with applicable City Ordinances related to the control of weeds and grasses and the removal of debris and litter.
- f. The minimal intervals for necessary work to be performed as required maintenance of the stormwater pond shall be:
 - i. Annual inspection of all structures, piping, graded berms, emergency overflows and vegetative cover.
 - ii. Repairs as necessary and in a timely manner.
 - iii. Removal of sediment, on an as needed basis, to maintain compliance with

- the intended functionality based on the approved construction plans, City Standards and the MPCA Construction Stormwater Permit.
- iv. Debris and litter removal and burrowing animal control on an ongoing basis.
 - v. Vegetation management, including at a minimum keeping the stormwater pond free of nonconforming (tall) grass and noxious weeds as per City Ordinance 98, and woody vegetation control to preserve the structural integrity of the stormwater pond.
 - vi. Check that under-drain pipes are free flowing. Clean/repair as needed.
 - vii. Note condition of and repair any significantly eroded areas at inflow and outflow structures.
 - viii. Note condition of and repair any significantly eroded areas along drainage path.
 - ix. Note where water is pooling and not draining within 48 hour period, and implement remediation plan as needed to substantially comply with stormwater rate and quality performance standards.
 - x. Remove excessive sediment from basin(s) - document work required.
 - xi. Seed/stabilize areas disturbed by maintenance.

g. If required maintenance of the stormwater ponds, as determined by the City of Byron pursuant to this Agreement, is not performed by the Developer or its assigns, the City (and/or its agent) shall provide written notice of the non-compliance to the Developer. If Developer or its assigns has not addressed the non-compliance within 30 days after receipt of said notice the City is authorized to access the Property and perform necessary maintenance to the stormwater pond. All associated costs will be charged to the developers of the Property.

1.5 Clean Up. Developer shall promptly clean up any and all dirt and debris deposited on public streets, curbs, sidewalks, walkways, drives, storm sewer lines and inlets, storm water conveyance ponds, wetlands and adjoining properties as a result of demolition/ construction activity. If Developer fails to clean up such dirt and debris within twenty-four (24) hours of notification by the City, the City shall clean up said dirt and debris and Developer agrees to pay the City's costs of such clean up within thirty (30) days of billing.

1.6 Request for Release of Infrastructure. Once the Developer has submitted the request for Release of Infrastructure application, City staff and the City Engineer will begin work on a subdivision punchlist. Upon satisfactory completion of the punch list, the Request for Release of Infrastructure will be forwarded to the City Council for formal acceptance of the subdivision's infrastructure construction.

ARTICLE II:
COMPLIANCE, DEFAULT INSURANCE
INDEMNIFICATION AND SECURITY

2.1 Independent Developer. Developer is an independent developer and all persons employed by or contracting with Developer in the performance of any work or services required or provided by this Agreement shall not be considered employees of the City for any purpose, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any and all claims made by third parties as a consequence of any act or omission made by Developer's or its employees or contractors while engaged in any work or services under this Agreement.

2.2 Compliance. In connection with the administration and performance of the improvements authorized by this Agreement, Developer shall comply and cause its agents and employees to comply with all federal, state and local laws together with all ordinances and regulations applicable to this Agreement and to the work to be performed hereunder.

2.3 Developer Default. In the event of default by Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expenses incurred by the City, provided that Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than three (3) working days in advance. This Agreement is a license for the City to enter the land and act, and it shall not be necessary for the City to seek a Court Order for permission to enter the land to perform the work addressed herein. When the City does any such work, the City may, in addition to its remedies, assess the cost in whole or in part against the benefited properties in the Plat.

2.4 Insurance. Developer shall, at its own expense, maintain the following insurance policies, naming the City of Byron and its consultants and/or agents as an additional insured and filing such policy of insurance, or a certificate of such insurance with the City.

2.4.1 General liability insurance, with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00);

2.4.2 Auto insurance on all vehicles required to perform under this Agreement with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage limits of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00); and

2.5.3 Worker's compensation coverage.

2.5 Cancellation of Insurance. All policies of insurance shall be endorsed to indicate that in the event of cancellation or termination of any insurance policy described in Section 2.4, company's intention to cancel or termination such policy shall notify the City

of said cancellation.

2.6 Subcontractors. In the event that all or a portion of the proposed improvements under this Agreement is to be done by Developer through a subcontractor(s), it shall be the responsibility of the Developer to determine and require that such subcontractor(s) meet all compliance and insurance requirements as set forth as Sections 2.2 and 2.4 of this Agreement.

2.7 Indemnification. Developer shall defend, indemnify, save and hold harmless the City and its consultants, agents and employees from and against any and all claims, demands, liabilities, actions or causes of action, of any nature of character, arising in any manner out of or in connection to this Agreement and the performance of the work or services or failure to perform the work or services by Developer or its agents.

2.8 Security. Prior to commencement of any proposed improvements under this Agreement, Developer shall furnish to City an Irrevocable Letter of Credit ("Letter") or its equivalent, executed by a financial institution or appropriate corporation authorized to do business in the State of Minnesota, in the sum of seven hundred thirty-four thousand, two hundred fifty-six dollars and zero cents (\$ 734,256.00), which shall include administrative, engineering, and supervisory cost, for the use of the City and all persons doing work or furnishing skill, tools, machinery, materials, or insurance for the purpose of this Agreement, as noted in Exhibit B. Letter or escrow funds shall be conditioned as required Minn. Stat. §§ 574.26, and shall guarantee the performance of this Agreement in accordance with the plans and specifications. Escrowed funds may be substituted for a Letter, which shall be the same amount of the Letter. City will maintain a minimum of 10% of the original Letter of Credit until the expiration of the one year infrastructure warranty period.

ARTICLE III: **APPROVALS, ASSESSMENTS, AND FEES**

3.1 Access. Developer shall provide the City with reasonable access to the Property for inspection purposes. City shall provide a final inspection of the Property no later than (30) days after the submittal of the Infrastructure Release form.

3.2 Construction Observation. WHKS & Co., Professional Engineers, shall observe the construction and provide confirmation to the City that the construction is in conformance with the plans and specifications. Deposit payment shall be due to the City upon signing the Development Agreement. Engineering expenses will be deducted as work progresses with a total deposit of forty thousand dollars and zero cents (\$40,000.00). Additional fees may be applicable if engineering expenses exceed estimate.

3.3 Deferred Assessments. There shall be no lands benefited by the proposed improvements authorized by this Agreement that are subject to deferred assessments.

3.4 Reimbursement. City shall not reimburse Developer for installation of oversized pipes or other such activities.

3.5 Parkland Dedications. Parkland dedications fees will apply to this subdivision. See Exhibit C.

3.6 Storm Sewer Fees. Storm sewer fees will apply to this subdivision. See Exhibit C.

3.7 Sanitary Sewer Area Charges. The Sanitary Sewer area will apply to this subdivision. See Exhibit C.

3.8 Water Area Charges. The Water Area fees for this Property shall be identified in Exhibit C.

3.9 Transportation Improvement District. The Transportation Improvement District fees shall be identified in Exhibit C.

3.10 Sewer Availability Charge in Special District (“SACSD”). This Property is not in the SACSD District.

ARTICLE IV: **GENERAL PROVISIONS**

4.1 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties. This Agreement supersedes any other such promises, warranties, or representations and any other written or oral statement concerning the Parties rights to any compensation, equity, legal right, or benefits relating to the subject matter of this Agreement.

Completion: The Developer shall give notice by completing the Infrastructure Release Form (Attached) within 30 (thirty) days of the completion of Improvements in accordance with the Plans.

The City, City Engineer, and/or City authorized consultants shall promptly conduct a final inspection of the Improvements and notify the Developer of any Improvements that do not appear to conform to the approved Plans. If the Developer’s Improvements do not conform to the Plans, or are later discovered to not conform to the Plans, the City shall immediately notify the Developer or Developer Representative of the need for repair or replacement. The City may, in cases of emergencies, proceed to remedy the noted default by Developer and in such case of emergencies; the Developer hereby waives any and all rights to prior notice of default. Any related cost incurred by the City to remedy the default shall be the financial obligation of the Developer and shall be reimbursed or paid to the City within 10 (ten) days of receipt of a bill for such costs. Such billing shall include a detailed and itemized list of all costs incurred by the City.

Within 30 (thirty) days after the City's acceptance of the public infrastructure via the approval of the Infrastructure Release Form (attached) the Developer shall supply the City and City Engineer with a complete set of reproducible and digital files in AutoCAD format with As-Built plans in accordance with City Standards.

4.2 Counterparts. This Agreement may be executed in one (1) or more duplicated counterparts, each of which shall be deemed an original and part of the complete Agreement.

4.3 Notice. Any notice of other communication required or permitted under this Agreement will be effective only if it is in writing and delivered personally or sent by fax, e-mail, or certified mail, postage prepaid, addressed as follows:

If to the City:

Mary Blair-Hoeft, City Administrator
680 Byron Main Court NE
Byron, MN 55920

If to Developer:

Country View Estates of Byron, Inc.
820 - 3rd Avenue NE
Byron, MN 55920

4.4 Governing Law. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Minnesota without regard to any conflict of laws principles that would require the application of laws of a different state.

4.5 Venue. The Parties shall be subject to the exclusive jurisdiction of the Federal and State Courts of the State of Minnesota in any suit or proceeding arising out of or relating to this Agreement.

4.6 Assignment. Neither Party may assign this Agreement, or assign any rights or delegate any obligation under this Agreement without the other Party's written consent, not to be unreasonably withheld, except that such Party may assign this Agreement, without the other Party's written consent pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets relating to this Agreement. Any attempt or purported assignment in violation of this section will be null and void.

4.7 Amendment. No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

4.8 Severability. If any provision of this Agreement is determined invalid or unenforceable, in whole or in part, this determination will not affect any other provision

of this Agreement. The court may modify the provision(s) in question in order to be rendered enforceable in a manner consistent with the intent of the Parties.

The Parties have read, understand and agree to the terms and conditions set out in this Agreement dated this _____ day of _____, 20_____.

City of Byron

Developer

By: _____
Ann M. Diercks, Mayor

By: _____

By: _____
Mary K. Blair-Hoeft, City Administrator

By: _____

EXHIBIT A: RELEVANT DOCUMENT LIST

The following are a list of the corresponding documents and contracts pertaining to this Agreement

1. Preliminary and Final Plat
2. Grading Plan
3. Geotechnical Evaluation
4. Plans & Specs
5. Infrastructure Release

EXHIBIT B: SUBDIVISION PUBLIC IMPROVEMENTS SECURITY REQUIREMENTS.

Fees will be honored for one construction season

Public Improvements

Service Connections	\$ 49,500
Sanitary Sewer	\$ 93,450
Water Main	\$ 84,112
Storm Sewer	\$130,446
Streets	\$247,544
Subdrain	\$ 39,953
Utility Duct Construction	\$ 5,000
Sidewalks	\$ 16,000

SUBTOTAL \$ 666,005

City Engineering & Inspection	\$ 40,000 -	included as a deposit with Developer Fees - See Exhibit C
Legal, Administrative, Expense & Miscellaneous	\$ 1,500	

TOTAL \$ 667,505

Security Amount (10% of total) \$ 66,751

**LETTER OF CREDIT OR
ESCROW FUNDS \$ 734,256**

EXHIBIT C: FINAL PLAT FEE SCHEDULE

Fees are based on 14.82 acres with 33 lots in the Subdivision.

Final Plat Fees: $\$150 + \$20 \times 33 \text{ Lots} = \810 - Paid on 9/19/2016

Parkland Fees: $\$300 \times 33 \text{ Lots} = \$9,900$

Storm Sewer Fee: Residential $\$325 \times 33 \text{ lots} = \$10,725$

Water Availability Charge: $\$850 \times 14.82 \text{ acres} = \$12,597$
(WAC)

Sewer Availability Charge: $\$1,100 \times 14.82 \text{ acres} = \$16,302$
(SAC)

Traffic Improvement District (TID): $\$2,852 \times 14.82 \text{ acres} = \$42,267$

**Total Final Plat Fees: \$ 91,791 + \$40,000 Deposit for reimbursement of
City Engineering Expenses**

**CITY OF BYRON, MINNESOTA
REQUEST FOR ACTION**

Meeting Date: October 11, 2016

Originating Dept: City Administration/Engineering

The City has received this Private Drainage Agreement from the developer of Country View Ridge Estates. This agreement has a Plan A and if that doesn't work a Plan B as marked in the document. We know, and the Developer's Engineer has confirmed, that Plan A does not meet the drainage calculations for the area.

Neither me nor the City Engineer can recommend that we accept this agreement to complete the final plat approval. The City has always relied on meeting the drainage calculations and we don't use a plan B approach. If it doesn't work, it means, we added silt or created flooding in a area. Our job is to prevent that. The drainage easement must also be seeded to prevent the water from carrying debris/soil/silt to the culvert and possibly into a private pond across 10th Avenue NE.

Action Requested: 1. Decline approval of this Drainage Easement Agreement and either table the plat for final approval or 2, make the plat approval be contingent upon staff approval of a new Drainage Easement Agreement as executed by both the property owner and the developer.

Reviewed By:
Preparer: MBH

Signature: 

PRIVATE DRAINAGE EASEMENT AGREEMENT

This Private Drainage Easement Agreement is made the 27th day of September 2016, by and between Myron C. Schultz and Flossie M. Schultz, husband and wife, hereinafter "Schultz", and Country View Estates of Byron Inc., a Minnesota corporation, hereinafter "Country View."

WHEREAS, Schultz are the owners of the following described property located in Olmsted County, Minnesota, to-wit:

The North 40 acres of the West 100 acres of the SE 1/4, Section 28, Township 107 North, Range 15 West, Olmsted County, Minnesota, hereinafter the "Schultz Property"; and

WHEREAS, Country View is the owner of the following described property located in Olmsted County, Minnesota, to-wit:

The South 60 acres of the West 100 acres of the SE 1/4, Section 28, Township 107 North, Range 15 West, Olmsted County, Minnesota, except the South 18 rods thereof, hereinafter the "Country View Property"; and

WHEREAS, the parties desire to provide for the drainage of surface water from the Country View Property upon, over and across the Schultz Property on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the parties agree as follows:

Plan A
1. Grant of Easement. Schultz hereby grant, bargain and convey to Country View, its successors and assigns, an easement for the drainage of surface water from the Country View Property upon, over and across an approximate 1,400 foot strip 30 feet wide of the Schultz Property, the centerline of which is depicted as Option 1 on the Waterway Exhibit attached hereto, hereinafter the "Easement Area", including the right to construct a waterway of approximately 24 inches in depth on the Easement Area, if necessary.

Plan B
2. Additional Easement. In the event the easement granted in paragraph 1 and any waterway constructed on the Easement Area is inadequate to adequately handle the surface water from both the Schultz Property and the Country View Property, Schultz agree to grant Country View, its successors and assigns, an additional easement for the drainage of surface water from the Country View Property upon, over and across an approximate 500 foot strip 30 feet wide of the Schultz Property, the centerline of which is depicted as Option 2 on the Waterway Exhibit attached hereto, or such other location as the parties shall agree, hereinafter the "Additional Easement Area", including the right to construct a waterway of up to 24 inches in depth on the Additional Easement Area, if necessary.

3. Limitations on Use. Each party shall use reasonable efforts to ensure that the Easement Area and, if the additional easement is granted, the Additional Easement Area, and any waterway constructed thereon, are kept open and unblocked for surface water drainage purposes.

4. Compensation, Construction, Maintenance and Repair of the Waterway(s). If a waterway(s) is(are) necessary, Country View shall be responsible to compensate Schultz based on the current local average of land rent plus an additional \$100 per acre annually for the square footage utilized in the easement. Country View Estates shall

be responsible for the construction, maintenance and repair of the waterway(s), and any construction, maintenance and repair shall be undertaken in a manner so as to not unreasonably interfere with the use of the Schultz Property.

5. Breach. In the event of breach or threatened breach of this Agreement by the owner of either Property, only a record owner of the other Property shall be entitled to institute proceedings for full and adequate relief for the consequences of said breach or threatened breach. The unsuccessful party in any such action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have been accrued on the date such action was filed.

6. Rights of Successors and Duration. The easements, covenants, rights, restrictions and provisions of this Agreement:

- (a) are made for the direct benefit of the respective Properties and are appurtenant thereto;
- (b) create an equitable servitude upon the respective Properties;
- (c) constitute covenants running with the land;
- (d) shall bind every person or entity having any fee, leasehold, or other interest in or encumbrance on any portion of either Property at any time; and
- (e) shall continue in full force and effect perpetually.

7. Modification. No amendment, change or addition to this Agreement shall be effective unless in writing signed by the respective owners of each Property.

8. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

9. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

WATERWAY EXHIBIT
PART OF THE
SE 1/4, SECTION 28, T107N, R15W
OLMSTED COUNTY, KALMAR TOWNSHIP, MINNESOTA



0 100 200 300 400
 SCALE IN FEET

PROPERTY LOCATION MAP

T. 107 N.		R. 15 W.	
	★		
N.W. 1/4	N.E. 1/4	29	
S.W. 1/4	S.E. 1/4		

No Scale

MASSEY
LAND SURVEYING & ENGINEERING
 P.O. BOX 100, KASSON, MN 55944
 PH. NO. 507-634-4505, FAX NO. 507-634-6560



THIS SURVEY AND DRAWING
 WAS PREPARED FOR THE
 EXCLUSIVE USE OF:
 COUNTRY VIEW ESTATES
 OF BYRON, INC.
 BYRON, MN

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date _____

LIC. NO.: 41814

Richard J. Massey

MONUMENTS
 ● FOUND (AS INDICATED)
 ○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 9/22/2016

DWG NO. 2417ST01 JOB NO. 2417

DRAWN BY: D.A.M. SHEET 1 OF 1

**CITY OF BYRON, MINNESOTA
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2016**

Originating Dept: Planning

Action Requested:

Introduction: Developer Randy Fogelson has submitted a final plat for Country Ridge View Estates.

Background/Justification:

Included in this packet are review letters from City staff and the City Engineer.

Staff recommends that the Planning Commission recommend to the City Council approval of the plat with the stipulations/conditions being met as set forth from City staff and the City Engineer, all fees and deposits being submitted as well as condition of the developer executing a development agreement with the City.

Fiscal Impact:

Alternatives:

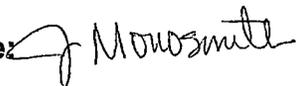
1. Recommend to the City Council to approve the plat with conditions/stipulations of the City staff and the City Engineer being met, fees/deposit being submitted and development agreement executed.
2. Recommend to the City Council to deny the the plat with justification.

Staff Recommendation:

Alternative 1.

Reviewed By:

Preparer: Janna Monosmith

Signature: 

To: Plat Review Committee

From: Janna Monosmith

Date: September 12, 2016

RE: Country Ridge View Estates

The Byron Planning Department offers the following comments regarding Country Ridge View Estates:

1. Page 1 of Public Improvements titles for Mary Blair-Hoeft and Eric Counselman should be "City Administrator" and "Public Works Superintendent" respectively.
2. The City requires that the street names of "Country View Lane", "Grand View Drive", "Country View Drive" or "Grand View Drive" be revised due to concerns regarding 911 dispatch. There are similarly named street that already exist in Olmsted County and to minimize confusion for emergency response personnel different street names should be created.
3. Additional development fees are applicable to the plat. Partial final plat fees were received with plat submission. Remaining development fees will be included in the development agreement.
4. Developer is responsible for installing cluster box units per United States Postal Service code.
5. The developer must have a copy of the covenants and association documents for Country Ridge View Estates on file at City Hall.
6. An permanent easement document must be submitted and recorded regarding drainage on the Schultz property to the North of the development.

2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



September 22, 2016

Ms. Mary Blair-Hoeft
City Administrator
City of Byron
680 Byron Main Ct NE
Byron, MN 55920

RE: Byron, MN
Country Ridge View Estates
Review of Final Plat and Plans

Dear Mary:

We have reviewed the final plat and plans for the referenced project, as requested. We offer the following comments on the submitted plat and plans.

1. No variances are being requested.

The following fee related items apply to the project:

1. A previous development agreement has been completed for this property. The following fee related items should be discussed with the Developer: park land dedication, sewer availability charges (SAC), water availability charges (WAC), storm water, and traffic improvement district fees.
2. Per our discussion with the City Administrator and City Attorney, construction observation and material testing costs will be considered reimbursable items to the City. They will not be subject to the previous development agreement fee limit.
3. An Engineer's Opinion of Construction Costs was submitted for this project for inclusion in the development agreement.

We offer the following additional comments:

1. Final plan technical review comments have been previously submitted to the developer's engineer for inclusion in the final plans. Final catch basin, manhole, and hydrant locations are expected to be modified.
2. The applicant must secure all necessary permits before construction begins including a NPDES storm water permit. The Owner, or their representative, will be responsible for permit compliance.
3. It is recommended that the City require the Developer to perform testing and observation of all engineered fill outside the right-of-way. The Developer should be required to submit test results and observation records to the City upon completion. This

information is provided to the City for informational purposes only and is not reviewed by the City.

4. Sanitary manhole no. 4 should be moved to the plat limit for future extension of the sanitary sewer.
5. A pipe opening and a short section of pipe (3') should be stubbed out of sanitary manholes 4, 9 and 10 for future extension of the sanitary sewer.
6. The plan detail plate 2.14 should be deleted. The MN/DOT standard pedestrian ramp plans should be included within the plan set.
7. The pedestrian ramps should be a combined directional as shown on the standard plans. The ramps should be labeled on the plan to be constructed with the street construction including the ramps along 10th Avenue NE. The 5 foot sidewalk should be labeled to be constructed by the home builder.
8. The plan should label B624 curb and gutter around the intersection radii.
9. The sidewalk detail plate 2.15 should reference the MN/DOT standard plans for pedestrian ramps.
10. All 22 ½ degree bends on the 8 inch subdrain should be labeled. A maximum of 2 bends are allowed between manholes.
11. Some houses are not serviceable by gravity subdrain. A note on the grading plan indicating the home is required to pump the footing drains to the subdrain service is required. Place an asterisk on each lot that requires pumping. All subdrain services should be 4 inch in diameter.
12. Sanitary/water/subdrain service data should be included for Lot 7, Block 1.
13. The plan should label which sanitary sewer services will have a riser. The proposed elevation should be listed. All sanitary services should be 4 inch diameter and SDR -26 PVC.
14. All tracer wire should be eliminated from the project.
15. Water services shall be one of the following appurtenances

Corporation Stop:	Mueller H-15008; McDonald 4701; Ford F-600
Curb Stop:	Mueller Mark II Oriseal H-15155; McDonald 6104 Ford B22-444M
Curb Box:	Mueller H-10300; McDonald 5614
Shutoff Rod:	Mueller H-10321; McDonald 305
Pentagon Key:	Mueller H-10325; McDonald 304K
16. The sanitary sewer beneath 10th Avenue NE should be shown using a trenchless technology such as horizontal directional drilling. Allowable pipe material for directional drilling is DR 11 HDPE.

17. A temporary aggregate cul-de-sac should be provided at the dead ends of Golf View and Grand View Drives.
18. Permanent barricades should be placed across the east end of Country View Drive.
19. Grading should be shown for the future driveway in Outlot A.
20. Cul-de-sac curb grades need to be shown. A minimum grade of 1% is required around the cul-de-sac bulb.
21. A temporary hydrant should be placed at the ends of Golf View Drive to allow for flushing of the watermain.
22. The watermain on Country View Lane should be 6 inch diameter.
23. The typical section should show an aggregate base width of 36 feet, 4 inches minimum of topsoil and the driveover curb should be labeled.
24. The City will allow polypropylene pipe with a granular backfill as an alternate material to reinforced concrete pipe for storm sewer.
25. A drainage easement should be obtained from the property to the north (Schultz) due to concentrating runoff from the proposed subdivision. The drainage swale should be grassed and convey the 100 year storm event. The storm sewer which receives this drainage swale should be sized to collect the pre-development 10 year storm event along 10th Avenue NE.
26. The specifications should include a Release of Infrastructure Form and must be submitted and approved by City Staff prior to City Council acceptance of the project.
27. The proposed storm water pond will serve future phases of this development until a regional pond can be built on the property to the north. The proposed pond should be cleaned out and maintained by the Developer until a regional pond is constructed. This provision should be included in the development agreement.
28. Controlled access should be designated on the final plat along 10th Avenue NE from the north property line to the south property line, excluding the Country View Drive NE right-of-way.
29. Front property corners should be shown for Lots 1-4, Block 5.
30. Grading plan provisions should insure that drainage crosses no more than one adjacent lot. If drainage crosses more than one lot, a drainage easement will be required. Drainage crosses more than one lot in the rear yards of Lots 5-8, Block 5.

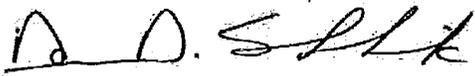
Ms. Mary Blair-Hoeft
Page 4 of 4

We would recommend approval of the proposed plat and plans conditional upon the above items being addressed.

Please contact us if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read "W.A. Angerman", written over a horizontal line.

For William Angerman, P.E.

WKA/dds

Cc: Eric Counselman, City of Byron
Janna Monosmith, City of Byron
David Martin, Massey Land Surveying
Randy Fogelson

NW COR SE 1/4 SEC. 28-107-15

S 89°48'47" W 1648.30 N. LINE SE 1/4

S 89°48'47" W 988.98

CM AT NE COR SE 1/4 SEC. 28-107-15

COUNTRY RIDGE VIEW ESTATES

UNPLATTED

N. LINE S. 60 ACRES OF THE WEST 100 ACRES

N 89°48'47" E 1647.82

9 ST. NE

N 00°38'55" W 1057.37
N 00°38'55" W 1280.33
10TH AVE. NE

S 00°37'21" E 1282.94

UNPLATTED

UNPLATTED

OUTLOT "B"

1" SQ. PIPE AT SW COR SE 1/4 SEC. 28-107-15

S 89°54'14" W 1647.12 S. LINE SE 1/4 SEC. 28

1" SQ. PIPE AT SE COR SE 1/4 SEC. 28-107-15

PROPERTY RECORDS AND LICENSING

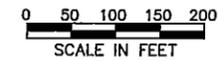
Taxes payable in the year 20__ on the land herein described have been paid, there are no delinquent taxes and transfer has been entered this ____ day of _____, 20__.

DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the Office of Property Records and Licensing for the record on this ____ day of _____, 20__, at ____ o'clock __M., and was duly recorded in the Olmsted County records.

Director of Property Records & Licensing

Deputy



BASIS OF BEARINGS

All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.

CITY APPROVAL

STATE OF MINNESOTA COUNTY OF OLMDSTED CITY OF BYRON
We do hereby certify that on the ____ day of _____, 20__, the accompanying plat was duly approved by the Common Council of the City of Byron, Minnesota. In testimony whereof, we have hereunto signed our names this ____ day of _____, 20__.

Mayor

Administrator

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Country View Estates of Byron LLC, a Minnesota limited liability company, owner and proprietor and First Security Bank, a Minnesota Corporation, mortgagee of the following described property situated in the City of Byron, State of Minnesota, to wit:

The South 60 acres of the West 100 acres of the SE 1/4, Section 28, Township 107 North, Range 15 West, Olmsted County, Minnesota, except the South 18 rods thereof.

Said parcel contains 48.47 acres, more or less.

Has caused the same to be surveyed and platted as COUNTRY RIDGE VIEW ESTATES, and does hereby donate and dedicate to the public, for the public use forever, the public ways, and also grants easements as shown on this plat for drainage and utility purposes only.

In witness whereof, said Country View Estates of Byron LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper Officer this ____ day of _____, 20__.

By Randy Fogelson, Chief Manager

Richard J. Massey
Minnesota License No. 41814

STATE OF MINNESOTA COUNTY OF OLMDSTED

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Randy Fogelson, Chief Manager of Country View, Estates of Byron LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Olmsted County, MN
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I do hereby certify that I have surveyed and platted the property described on this plat as COUNTRY RIDGE VIEW ESTATES; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat in feet and hundredths of a foot; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3, existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Dated this ____ day of _____, 20__.

STATE OF MINNESOTA COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Richard J. Massey, L.S. No. 41814.

Notary Public, Dodge County, MN
My Commission Expires _____

COUNTY SURVEYOR

I certify that this plat has been checked mathematically and that the plat conforms to applicable platting laws.

This ____ day of _____, 20__.

Joel Thorason
Olmsted County Surveyor

STATE OF MINNESOTA COUNTY OF OLMDSTED

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, its _____, and _____, its _____, on behalf of said First Security Bank, a Minnesota Corporation.

Notary Public, _____ County
My Commission Expires _____

UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.

DRAINAGE EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of underground and surface drainage facilities and utility easement.

CONTROLLED ACCESS DEFINED

Ingress and egress to, from or across the abutting roadway is restricted by the road authority pursuant to Minnesota State Statute 160.08.

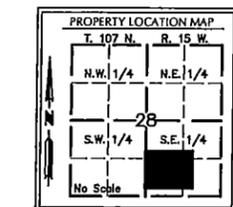
U.E. = UTILITY EASEMENT

D.E. = DRAINAGE EASEMENT

D. & U. E. = DRAINAGE & UTILITY EASEMENT

- MONUMENTS
- FOUND (5/8" PIPE UNLESS NOTED OTHERWISE)
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)

PLAT CORNERS WILL BE SET BY AUGUST 1, 2017



MASSEY
LAND SURVEYING & ENGINEERING
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, FAX NO. 507-634-6500



Resolution 2016 - 38

A RESOLUTION APPROVING THE VACATING
OF A PERMANENT EASEMENT

WHEREAS, the City Council of Byron, Minnesota, has determined to that it is in the City's best interest to vacate the permanent easements located at:

See attached legal description in Exhibit A & B.

AND WHEREAS, The City Council of Byron, Minnesota has determined that the permanent easements recorded on August 26, 2015 as documents A-1379196 and A-1379197 would be better represented as utility easements recorded as part of The East Village plat;

AND WHEREAS, only the City of Byron is affected by these easements.

NOW, THEREFORE, BE IT RESOLVED, that the permanent easements noted in Exhibits A and B, in Byron MN, is hereby vacated.

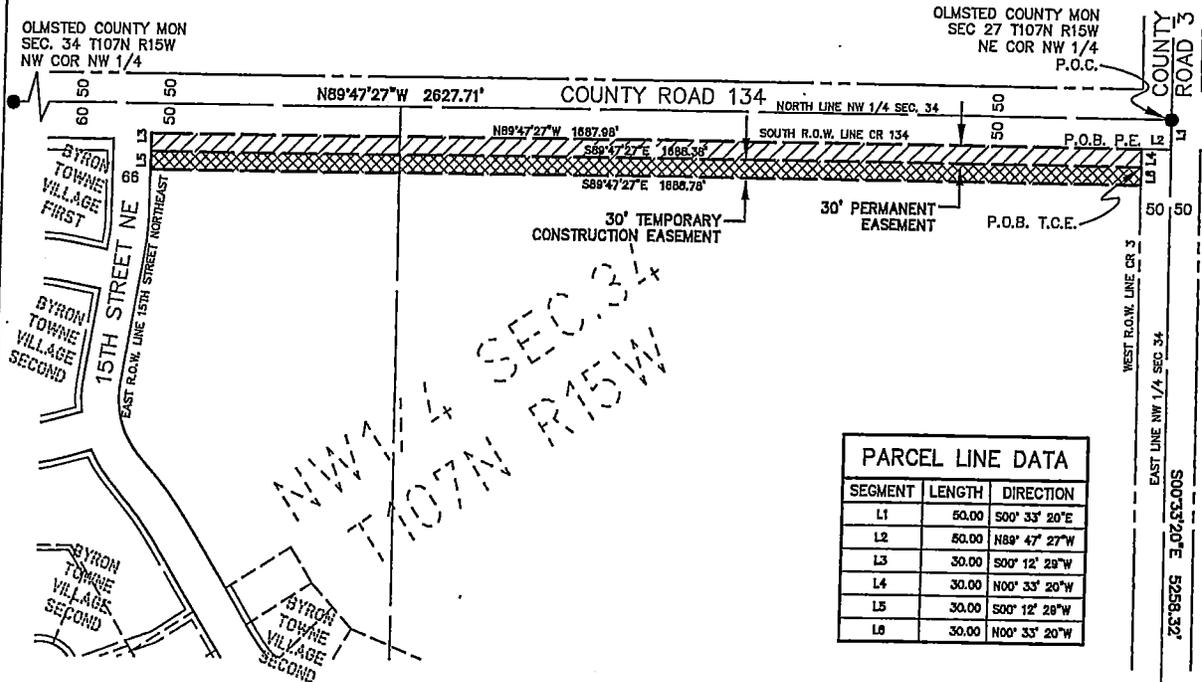
Approved by the Byron City Council this 11th day of October, 2016.

Mary K. Blair-Hoeft
City Administrator

Ann M. Diercks
Mayor

EASEMENT EXHIBIT

Exhibit A



Permanent Easement Description:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 15 West, Olmsted County, Minnesota, more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 34; thence South 00 degrees 33 minutes 20 seconds East, (Note: All bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the East line of said Northwest Quarter, 50.00 feet; thence North 89 degrees 47 minutes 27 seconds West, being parallel with the North line of said Northwest Quarter, 50.00 feet to the Point of Beginning, also being a point on the South Right-of-Way line of County Road 134; thence North 89 degrees 47 minutes 27 seconds West, along said South Right-of-Way line, 1687.98 feet, to a point on the East Right-of-Way line of 15th Street Northeast; thence South 00 degrees 12 seconds 29 minutes West, along said East Right of Way line, 30.00 feet; thence South 89 degrees 47 minutes 27 Seconds East, 1688.38 feet, to a point on the West Right-of-Way line of County Road 3; thence North 00 degrees 33 minutes 20 seconds West, along said West Right-of-Way line, 30.00 feet to the Point of Beginning.

Containing 1.16 acres, subject to easements and restrictions of record.

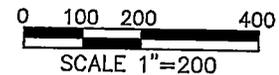
Temporary Construction Easement Description:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 15 West, Olmsted County, Minnesota, more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 34; thence South 00 degrees 33 minutes 20 seconds East, (Note: All bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the East line of said Northwest Quarter, 50.00 feet; thence North 89 degrees 47 minutes 27 seconds West, being parallel with the North line of said Northwest Quarter, 50.00 feet, to a point on the West Right-of-Way line of County Road 3; thence South 00 degrees 33 minutes 20 seconds East, along said West Right-of-Way line, 30.00 feet to the Point of Beginning; thence North 89 degrees 47 minutes 27 seconds, 1688.34 feet, to a point on the East Right-of-Way line of 15th Street Northeast; thence South 00 degrees 12 seconds 29 minutes West, along said East Right of Way line, 30.00 feet; thence South 89 degrees 47 minutes 27 seconds East, 1688.78 feet, to a point on said West Right-of-Way line; thence North 00 degrees 33 minutes 20 seconds West, along said West Right-of-Way line, 30.00 feet to the Point of Beginning.

Containing 1.16 acres, subject to easements and restrictions of record.

OLMSTED COUNTY MON
SEC 34 T107N R15W
SE COR SW 1/4



LEGEND

- ROW LINE
- LOT LINE
- SECTION LINE
- ▨ PERMANENT EASEMENT
- ▩ TEMPORARY CONSTRUCTION EASEMENT

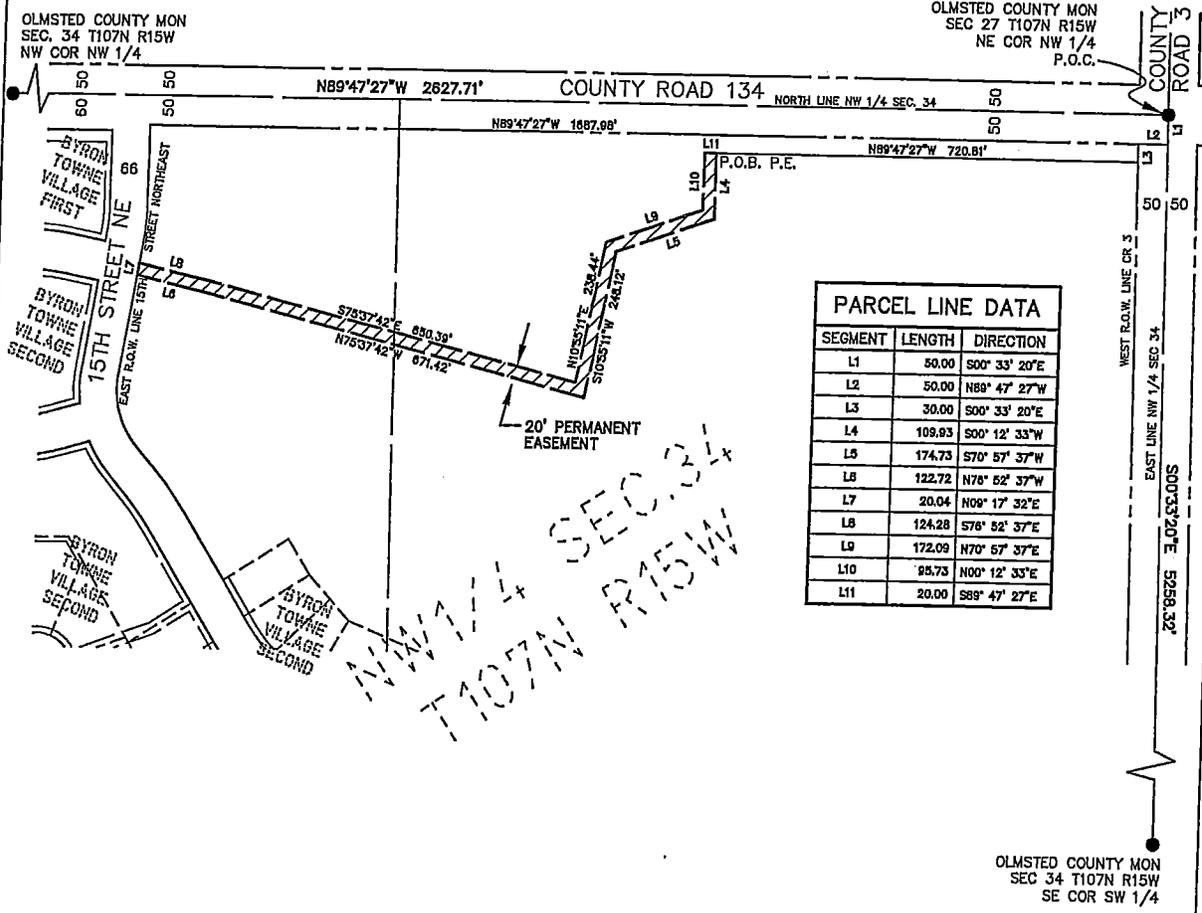
SCALE: 1" = 200'
 DRAWN BY: AJM
 DATE: 6/25/15
 PROJECT NO.: 5955.87
 CADD NO.: 5955.87/Drawings/5955.87_EASE

FOR:
 CITY OF BYRON
 SEC. 34 T107N R15W
 KALMAR TOWNSHIP
 OWNER: BRYCE DECOOK



EASEMENT EXHIBIT

Exhibit B



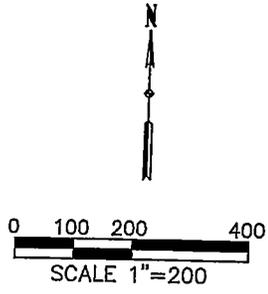
PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	50.00	S00° 33' 20"E
L2	50.00	N89° 47' 27"W
L3	30.00	S00° 33' 20"E
L4	109.93	S00° 12' 33"W
L5	174.73	S70° 57' 37"W
L6	122.72	N78° 52' 37"W
L7	20.04	N09° 17' 32"E
L8	124.28	S78° 52' 37"E
L9	172.09	N70° 57' 37"E
L10	95.73	N00° 12' 33"E
L11	20.00	S89° 47' 27"E

Permanent Easement Description:

That part of the Northwest Quarter of Section 34, Township 107 North, Range 15 West, Olmsted County, Minnesota, more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 34; thence South 00 degrees 33 minutes 20 seconds East, (Note: All bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the East line of said Northwest Quarter, 50.00 feet; thence North 89 degrees 47 minutes 27 seconds West, being parallel with the North line of said Section 34, 50.00 feet, to a point on the West Right-of-Way line of County Road 3; thence South 00 degrees 33 minutes 20 seconds East, along said West Right-of-Way line, 30.00 feet; thence North 89 degrees 47 minutes 27 seconds West, 720.81 feet to the Point of Beginning, thence South 00 degrees 12 minutes 33 seconds East, 109.93 feet; thence South 70 degrees 57 minutes 37 seconds West, 174.73 feet; thence South 10 degrees 55 minutes 11 seconds West, 248.12 feet; thence North 75 degrees 37 minutes 42 seconds West, 671.42 feet; thence North 76 degrees 52 minutes 37 seconds West, 122.72 feet, to a point on the East Right-of-Way line of 15th Street Northeast; thence North 09 degrees 17 seconds 32 minutes East, along said East Right of Way line, 20.04 feet; thence South 76 degrees 52 minutes 37 seconds East, 124.28 feet; thence South 75 degrees 37 minutes 42 seconds East, 650.39 feet; thence North 10 degrees 55 minutes 11 seconds East, 238.44 feet; thence North 70 degrees 57 minutes 37 seconds East, 172.09 feet; thence North 00 degrees 12 minutes 33 seconds, 95.73 feet; thence South 89 degrees 47 minutes 27 seconds East, 20.00 feet to the Point of Beginning.

Containing 0.60 acres, subject to easements and restrictions of record.



LEGEND

—	ROW LINE
- - -	LOT LINE
—	SECTION LINE
▨	PERMANENT EASEMENT

SCALE	1" = 200'
DRAWN BY	AJM
DATE	6/25/15
PROJECT NO.	5955.87
CADD NO.	5955.87/Drawings/5955.87_EASE

FOR:
CITY OF BYRON
 SEC. 34 T107N R15W
 KALMAR TOWNSHIP
 OWNER: BRYCE DECOOK



THE EAST VILLAGE
DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made this [REDACTED] day of [REDACTED], 2016 between the City of Byron, Minnesota, a Municipal Corporation (“the City”) and Bryce DeCook and Brenda DeCook, private citizens (“Developer”). City and Developer may be referred to individually as “Party” or collectively as “Parties” throughout this Agreement.

RECITALS

1. Developer is the owner of the property to be known as The East Village, legally described as follows:

Block 1 Lots 1 - 15, Block 2, Lots 1 - 23, Block 3, Lots 1 - 12

2. Developer has requested permission to construct, at its own expense, certain public improvements within the proposed public right-of-way of the Property according to the plans and specifications prepared by Brandon Thoebald of WHKS, the plat of which is title “The East Village”.
3. The City has the authority to execute agreements to make certain public improvements with developers, per the authorization provided in Minn. Stat. §§ 462.359 *et.seq.*
4. The City is willing to grant Developer permission to complete the proposed improvements at Developer’s own expense, provided the proposed improvements are completed in accordance with the terms of this Agreement and under the supervision of the City Engineer or his agents or representative, in addition to any terms and conditions required by any other developer undertaking this type of construction under contract with the City.

The Parties agree as follows:

ARTICLE I:
DUTIES, MAINTENANCE AND RELEASES

- 1.1 Developer’s Obligations.** Developer shall furnish all materials, all necessary tools and equipment and shall do and perform all the work and labor necessary in the construction of the proposed improvements described in this Agreement and any exhibit hereto, and as recommended by the City Engineer and approved by the City Council.
- 1.2 Completion Date.** Developer shall complete all proposed improvements subject to

this Agreement on or before October 31, 2017, which shall include all infrastructure associated with construction with the exception of the bituminous wear course that shall be completed by July 31, 2018. If for some reason Developer is unable to complete proposed improvements by the date set forth above, Developer shall provide notice to the City as soon as is reasonably possible to negotiate an extension of the completion date by no more than (30) days from the original date of completion.

1.3 Maintenance Ownership. Developer shall be responsible for all maintenance work on the Property until such time the City accepts such improvements, at which time ownership of the Property shall transfer to the City. Developer shall guarantee the maintenance of all work performed and material furnished on the Property pursuant to this Agreement for a period of one (1) calendar year after the date of acceptance by the City.

1.4 Erosion Control. Developer shall construct permanent stormwater and quality control facilities within the property, as required by the MPCA NPDES construction stormwater permit and City standards.

Through execution of this Agreement Developer assigns to the City Outlot A for stormwater storage.

Before the Property is disturbed, any utility is disrupted, or construction commences, the Stormwater Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and reviewed and inspected by the City Engineer. The City may exercise reasonable discretion after work has begun by imposing additional reasonable erosion control requirements (temporary or permanent) for maintenance purposes. All areas disturbed by demolition, grading, excavating and backfilling operations shall be restored in accordance with the SWPPP and MPCA NPDES permit for the site.

The parties recognize that time is of the essence in controlling erosion. If the Developer does not fully comply with the SWPPP or NPDES permit or with additional reasonable requirements imposed by the City in conformance with its Standards, the City may take immediate reasonable action deemed appropriate to control erosion. Except in cases of emergency, the City will notify the Developer 3 (three) days in advance (Sundays excluded) of any proposed action to control erosion. The Developer shall reimburse the City for all related costs the City has incurred for such preventive and/or emergency response actions to control erosion. Reimbursement shall be made to the City from the Developer within 10 (ten) days of written notice by the City. Reimbursement will be actual costs incurred by the City. The City may draw on the Financial Guaranty to pay all such related costs. The City shall have the right to suspend all Development and withhold issuance of building permits if the Development is not conducted in accordance with the SWPPP and NPDES permit.

1.5 Clean Up. Developer shall promptly clean up any and all dirt and debris deposited on public streets, curbs, sidewalks, walkways, drives, storm sewer lines and inlets, storm water conveyance ponds, wetlands and adjoining properties as a result of demolition, construction activity. If Developer fails to clean up such dirt and debris within twenty-four (24) hours of notification by the City, the City shall clean up said dirt and debris and Developer agrees to pay the City's costs of such clean up within thirty (30) days of billing.

1.6 Request for Release of Infrastructure. Once the Developer has submitted the request for Release of Infrastructure application, City staff and the City Engineer will begin work on a subdivision punchlist. Upon satisfactory completion of the punch list, the Request for Release of Infrastructure will be forwarded to the City Council for formal acceptance of the subdivision's infrastructure construction.

ARTICLE II:
COMPLIANCE, DEFAULT, INSURANCE
INDEMNIFICATION AND SECURITY

2.1 Independent Developer. Developer is an independent developer and all persons employed by or contracting with Developer in the performance of any work or services required or provided by this Agreement shall not be considered employees of the City for any purpose, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any and all claims made by third parties as a consequence of any act or omission made by Developer's or its employees or contractors while engaged in any work or services under this Agreement.

2.2 Compliance. In connection with the administration and performance of the improvements authorized by this Agreement, Developer shall comply and cause its agents and employees to comply with all federal, state and local laws together with all ordinances and regulations applicable to this Agreement and to the work to be performed hereunder.

2.3 Developer Default. In the event of default by Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expenses incurred by the City, provided that Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than three (3) working days in advance. This Agreement is a license for the City to enter the land and act, and it shall not be necessary for the City to seek a Court Order for permission to enter the land to perform the work addressed herein. When the City does any such work, the City may, in addition to its remedies, assess the cost in whole or in part against the benefited properties in the Plat.

2.4 Insurance. Developer shall, at its own expense, maintain the following insurance

policies, naming the City of Byron and its consultants and/or agents as an additional insured and filing such policy of insurance, or a certificate of such insurance with the City Clerk:

2.4.1 General liability insurance, with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00);

2.4.2 Auto insurance on all vehicles required to perform under this Agreement with bodily injury limits of at least One Million Dollars and No Cents (\$1,000,000.00) and property damage limits of at least Two Hundred Thousand Dollars and No Cents (\$200,000.00); and

2.5.3 Worker's compensation coverage.

2.5 Cancellation of Insurance. All policies of insurance shall be endorsed to indicate that in the event of cancellation or termination of any insurance policy described in Section 2.4, company's intention to cancel or termination such policy shall notify the City of said cancellation.

2.6 Subcontractors. In the event that all or a portion of the proposed improvements under this Agreement is to be done by Developer through a subcontractor(s), it shall be the responsibility of the Developer to determine and require that such subcontractor(s) meet all compliance and insurance requirements as set forth as Sections 2.2 and 2.4 of this Agreement.

2.7 Indemnification. Developer shall defend, indemnify, save and hold harmless the City and its consultants, agents and employees from and against any and all claims, demands, liabilities, actions or causes of action, of any nature of character, arising in any manner out of or in connection to this Agreement and the performance of the work or services or failure to perform the work or services by Developer or its agents.

2.8 Security. Prior to commencement of any proposed improvements under this Agreement, Developer shall furnish to City an Irrevocable Letter of Credit ("Letter") or its equivalent, executed by a financial institution or appropriate corporation authorized to do business in the State of Minnesota, in the sum of one million five hundred twenty-eight thousand four hundred fifty dollars and zero cents(\$1,528,450.00), which shall include administrative, engineering, and supervisory cost, for the use of the City and all persons doing work or furnishing skill, tools, machinery, materials, or insurance for the purpose of this Agreement, as noted in Exhibit B. Letter or escrow funds shall be conditioned as required Minn. Stat. §§ 574.26, and shall guarantee the performance of this Agreement in accordance with the plans and specifications. Escrowed funds may be substituted for a Letter, which shall be the same amount of the Letter. City will maintain a minimum of 10% of the original Letter of Credit until the expiration of the one year infrastructure warranty period.

ARTICLE III:
APPROVALS, ASSESSMENTS, AND FEES

3.1 Access. Developer shall provide the City with reasonable access to the Property for inspection purposes. City shall provide a final inspection of the Property no later than (30) days after the completion of the proposed improvements.

3.2 Construction Observation. WHKS & Co., Professional Engineers, shall observe the construction and provide confirmation to the City that the construction is in conformance with the plans and specifications. Deposit payment shall be due to the City upon signing the Development agreement. Engineering expenses will be deducted as work progresses with a total deposit of forty thousand dollars and zero cents (\$ 40,000.00). Additional fees may be applicable if engineering expenses exceed estimate.

3.3 Deferred Assessments. There shall be no lands benefited by the proposed improvements authorized by this Agreement that are subject to deferred assessments.

3.4 Reimbursement. City shall reimburse Developer for installation for the storm sewer structure (culvert) placement under 7th Street NE. The City shall also reimburse for the cost of the waterline from the center of 7th Street NE to the north edge as well as the fire hydrant. The project must conform to City specifications and the expenses must be submitted and approved prior to reimbursement. The cost of 7th Street NE pavement restoration will be prorated between the City of Byron and the Developer.

3.5 Parkland Dedications. Parkland dedications fees will apply to this subdivision. See Exhibit C.

3.6 Storm Sewer Fees. Developer shall create a permanent stormwater management pond to serve this and future phases of development. No storm water fees apply

3.7 Sanitary Sewer Area Charges. The Sanitary Sewer Area Charges apply to this subdivision. See Exhibit C.

3.8 Water Area Charges. The Water Area Charges apply to this subdivision. See Exhibit C.

3.9 Transportation Improvement District. The Transportation Improvement District fees apply to this subdivision. See Exhibit C.

3.10 Sewer Availability Charge in Special District ("SACSD"). SACSD fees shall apply to this subdivision. See Exhibit C.

ARTICLE IV:
GENERAL PROVISIONS

4.1 Entire Agreement. This Agreement, and the Exhibits attached hereto, constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties. This Agreement supersedes any other such promises, warranties, or representations and any other written or oral statement concerning the Parties rights to any compensation, equity, legal right, or benefits relating to the subject matter of this Agreement.

Completion: The Developer shall give notice by completing the Infrastructure Release Form (Attached) within 30 (thirty) days of the completion of Improvements in accordance with the Plans.

The City, City Engineer, and/or City authorized consultants shall promptly conduct a final inspection of the Improvements and notify the Developer of any Improvements that do not appear to conform to the approved Plans. If the Developer's Improvements do not conform to the Plans, or are later discovered to not conform to the Plans, the City shall immediately notify the Developer or Developer Representative of the need for repair or replacement. The City may, in cases of emergencies, proceed to remedy the noted default by Developer and in such case of emergencies; the Developer hereby waives any and all rights to prior notice of default. Any related cost incurred by the City to remedy the default shall be the financial obligation of the Developer and shall be reimbursed or paid to the City within 10 (ten) days of receipt of a bill for such costs. Such billing shall include a detailed and itemized list of all costs incurred by the City.

Within 30 (thirty) days after the City's acceptance of the public infrastructure via the approval of the Infrastructure Release Form the Developer shall supply the City and City Engineer with a complete set of reproducible and digital files in AutoCAD format with As-Built plans in accordance with City Standards.

4.2 Counterparts. This Agreement may be executed in one (1) or more duplicated counterparts, each of which shall be deemed an original and part of the complete Agreement.

4.3 Notice. Any notice of other communication required or permitted under this Agreement will be effective only if it is in writing and delivered personally or sent by fax, e-mail, or certified mail, postage prepaid, addressed as follows:

If to the City:

Mary Blair-Hoeft, City Administrator
680 Byron Main Court NE
Byron, MN 55920

If to Developer:

Bryce and Brenda DeCook
2734 - 90th Avenue SW
Byron, MN 55920

4.4 Governing Law. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Minnesota without regard to any conflict of laws principles that would require the application of laws of a different state.

4.5 Venue. The Parties shall be subject to the exclusive jurisdiction of the Federal and State Courts of the State of Minnesota in any suit or proceeding arising out of or relating to this Agreement.

4.6 Assignment. Neither Party may assign this Agreement, or assign any rights or delegate any obligation under this Agreement without the other Party's written consent, not to be unreasonably withheld, except that such Party may assign this Agreement, without the other Party's written consent pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets relating to this Agreement. Any attempt or purported assignment in violation of this section will be null and void.

4.7 Amendment. No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

4.8 Severability. If any provision of this Agreement is determined invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement. The court may modify the provision(s) in question in order to be rendered enforceable in a manner consistent with the intent of the Parties.

The Parties have read, understand and agree to the terms and conditions set out in this Agreement dated this _____ day of _____, 2016.

City of Byron

Developer

By: _____
Ann M. Diercks, Mayor

By: _____
Bryce DeCook, Developer

By: _____
Mary K. Blair-Hoeft, City Administrator

By: _____
Brenda DeCook, Developer

EXHIBIT A: RELEVANT DOCUMENT LIST

The following are a list of the corresponding documents and contracts pertaining to this Agreement

1. Preliminary and Final Plat
2. Plans & Specs
3. Grading Plan
4. Engineer's Estimates of Probable Construction Costs

EXHIBIT B: SUBDIVISION PUBLIC IMPROVEMENTS SECURITY REQUIREMENTS.

Fees will be honored for one construction season

Public Improvements

See Attached Engineer's Opinion of Probable Construction Costs

SUBTOTAL	\$1,388,000
City Engineering & Inspection	\$ 40,000 -included as a Deposit with Developer Fees - See Exhibit C
Legal, Administrative, Expense & Miscellaneous	\$ 1,500
TOTAL	\$ 1,389,500
Security Amount (10% of total)	\$ 138,950
LETTER OF CREDIT OR ESCROW FUNDS	\$1,528,450

EXHIBIT C: FINAL PLAT FEE SCHEDULE

Fees are based on 15.59 acres with 49 lots in the The East Village Subdivision.

Final Plat Fees: $\$150 + \$20 \times 49 \text{ Lots} = \$1,130$

Parkland Fees: $\$300 \times 49 \text{ Lots} = \$14,700$

Storm Sewer Fee: $\$0$ due to the construction of a permanent stormwater pond

Water Availability Charge (WAC): $\$850 \times 15.59 \text{ acres} = \$13,251.50$

Sewer Availability Charge (SAC): $\$1,468 \times 15.59 \text{ acres} = \0^*

Traffic Improvement District (TID): $\$2,852 \times 15.59 \text{ acres} = \$44,462.68$

Total Final Plat Fees: 73,544.18 + \$40,000 Engineering Deposit

*Developer paid \$88,080 for 60 acres as written in the 2014 County Road 3 Lift Station Agreement. 44.41 acres remain as part of that agreement.

**CITY OF BYRON, MINNESOTA
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2016**

Originating Dept: Planning

Action Requested:

Introduction: Bryce and Brenda DeCook have submitted an application for the final plat of East Village.

Background/Justification:

Enclosed in your packet you will also find review letters from the City Engineer.

In 2015 when the City constructed the County Road 3 land was dedicated for the use of the sewer lines across portions of the DeCook land. These lines will now be included in easements on the East Village Plat.

Fiscal Impact:

Alternatives:

1. Recommend to the City Council to approve the plat with conditions/stipulations of the City Engineer being met, fees/deposit being submitted and development executed.
2. Recommend to the City Council to deny the the plat with justification.

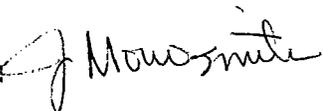
Staff Recommendation:

Alternative 1.

Reviewed By:

Preparer: Janna Monosmith

Signature:



2905 South Broadway
Rochester, MN 55904-5515
Phone: 507.288.3923
Fax: 507.288.2675
Email: rochester@whks.com
Website: www.whks.com



October 5, 2016

Ms. Mary Blair-Hoeft
City Administrator
City of Byron
680 Byron Main Ct NE
Byron, MN 55920

RE: Byron, MN
The East Village
Review of Final Plat and Plans

Dear Mary:

We have reviewed the final plat and plans for the referenced project, as requested. We offer the following comments on the submitted plat and plans.

1. No variances are being requested.

The following fee related items apply to the project:

1. Land dedicated for outdoor recreation area is not being proposed, therefore a fee will be required.
2. The Developer is proposing to construct a permanent storm water management pond located within the East Village Subdivision to serve this development and future phases. Storm water fees will not apply to this plat.
3. Sewer Availability Charge in Special District (SACSD) will apply to the area proposed to be platted. 15.59 acres of this plat are subject to SACSD charges. This area does not include the 7th Street NE right-of-way or the storm water pond Outlot.
4. Water availability charges (WAC) will apply to the area proposed to be platted. 15.59 acres of this plat are subject to WAC charges. This area does not include the 7th Street NE right-of-way or the storm water pond Outlot.
5. Traffic Improvement District (TID) charges will apply to the area proposed to be platted. 15.59 acres of this plat are subject to TID charges. This area does not include the 7th Street NE right-of-way or the storm water pond Outlot.
6. An Engineer's Opinion of Construction Costs should be submitted for this project for inclusion in the development agreement.

We offer the following additional comments:

1. Final plan technical review comments have been submitted to the developer's engineer for inclusion in the final plans.
2. The applicant must secure all necessary permits before construction begins including a NPDES storm water permit. The Owner, or their representative, will be responsible for permit compliance.
3. It is recommended that the City require the Developer to perform testing and observation of all engineered fill outside the right-of-way. The Developer should be required to submit test results and observation records to the City upon completion. This information is provided to the City for informational purposes only and is not reviewed by the City.
4. The existing culvert beneath 7th Street NE north of Lots 4 and 5, Block 1 has been evaluated for removal. The drainage can't be directed to the east. The City should replace the existing culvert beneath 7th Street NE when the Developer is installing the watermain crossing at this location. A cost sharing arrangement should be included the development agreement with the Developer's contractor installing a new culvert.
5. Municipal services to all townhome or apartment lots will be based on ownership of the lots. If the lot will have one owner and the lot can not be split in the future, it should have one municipal service (i.e. Lots 1, 2, 7, 8, 9, 15; Block 1). If the lot will have more than one owner or can be split in the future, the lot should have individual service to each unit.
6. If the developer eliminates all but one subdrain service to the multi family lots, then the City should require ownership provisions of the subdrain to be included in the covenants and a copy filed with the City.
7. If the developer has one fire service to the multi family lots, then the City should require ownership provisions of the fire service to be included in the covenants and a copy filed with the City.
8. The proposed storm water pond will serve future phases of this development. The pond should be cleaned out by the Developer after all phases are complete prior to the City taking ownership of the pond. This provision should be included in the development agreement.

Ms. Mary Blair-Hoefft
October 5, 2016
Page 3 of 3

We would recommend approval of the proposed plat and plans conditional upon the above items being addressed.

Please contact us if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in black ink, appearing to read 'William Angerman', written over a horizontal line.

William Angerman, P.E.

WKA/dds

Cc: Eric Counselman, City of Byron
Janna Monosmith, City of Byron
Brandon Theobald, WHKS
Bryce & Brenda DeCook

RESOLUTION 2016-37
City of Byron

RESOLUTION CERTIFYING DELINQUENT CLAIMS
TO THE COUNTY AUDITOR

WHEREAS, during 2016, the City of Byron provided water/sewer services and/or nuisance abatements to properties within the City; and

WHEREAS, provisions of the City Code provide that bills for these services have remained unpaid for an extended period of time and shall be certified against affected properties.

NOW, THEREFORE IT IS RESOLVED BY THE COUNCIL OF THE CITY OF BYRON,
MINNESOTA:

The City Administrator is hereby authorized to certify to the Olmsted County Auditor these charges:

- | | |
|----------------------|-----------|
| 1. R Flemming | \$ 335.34 |
| 704 Somerby on Ninth | |
| Byron, MN 55920 | |

The County Auditor shall collect these charges including 4% interest, along with 2017 property taxes collected in 2017.

ADOPTED, this 11th day of October 2016.

ATTEST:

Mary Blair-Hoeft, City Administrator

Ann, Diercks, Mayor