

BYRON CITY COUNCIL MEETING  
TUESDAY OCTOBER 25 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 October 11, 2016
2. BEDA Minutes from September 20, 2016
3. P&Z Minutes from August 8, 2016
4. P&Z Minutes from September 12, 2016
5. Warrant List October 25, 2016
6. Approval After Payment October 25, 2016
7. Rochester Sand & Gravel- Soccer Field Parking Lot -Pay Request #2
8. Musco Lighting - BCRC
9. Housing Unit Study w/Byron School District
10. Updated Business Subsidy Policy

D) COMMUNICATIONS, REPORTS AND PETITION –

1. Law Enforcement Report - FYI
2. Notes from the City Administrator - FYI
3. J2G Implementation Summary - on the table - FYI
4. People's Energy Cooperative Capital Credits - FYI

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 – None

G) GENERAL BUSINESS –

1. Resolution 16-39 Water Base Fee
2. Resolution 16-40 - S. Marshall Nuisance Assessment

H) UNFINISHED BUSINESS – None

I) NEW BUSINESS –

1. South of Hwy 14 Sanitary Sewer Service Analysis

J) COMMITTEE BOARD REPORTS/OPEN DISCUSSION –

K) ADJOURN –

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

- A) CALL TO ORDER - Mayor Diercks called the meeting to order at 6:05PM  
Members Present: Ann Diercks, Bob Meyer(6:20), Matt Brekke, Dan Mesenburg and Scott Johnson.  
Also Present: Gretta Becay, Randy Fogelson, Brenda DeCook, Mark Breneman, Daryl Glassmaker, Jason Snow, Larry O'Neill, City Engineer Bill Angerman, Public Works Superintendent Eric Counselman and City Administrator Mary Blair-Hoeft.
- B) APPROVE AGENDA - Motion made by Member Brekke second by Member Johnson to approve the agenda with the addition of a Resignation Letter added under New Business. Motion carried unanimously.
- C) APPROVE CONSENT AGENDA – Motion made by Member Brekke second by Member Mesenburg to approve the Consent Agenda. Motion carried unanimously.
1. City Council Minutes from September 27, 2016
  2. Warrant List for October 11, 2016 - \$338,710.18
  3. Approval After Payment for October 11, 2016 - \$708.12
  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
  9. Tablet Policy
- D) COMMUNICATIONS, REPORTS AND PETITION –
1. Charter Update
- E) PUBLIC COMMENTS: Asked three times with no response.
- F) PUBLIC HEARING – Mayor Diercks opened the public hearing at 6:08PM. No one came forward to discuss the delinquent utility. Motion made by Member Johnson second by Member Brekke to close the public hearing. Motion carried unanimously.
1. Certifying Delinquent Utility Assessment 6PM
- G) GENERAL BUSINESS –
1. **Pay Equity 2015** - Motion made by Member Brekke second by Member Johnson to approve the pay equity report. Motion carried unanimously. Motion made by Member Mesenburg second by Member Brekke to approve the wage change to close the gap as Requested in the next six months. Motion carried unanimously.
  2. **Ordinance 16-05 - Country Ridge View Estates Rezone** - Angerman went through as to why the rezone. Motion made by Member Mesenburg second by Member

Johnson to approve Ordinance 16-05. Motion carried unanimously.

3. **Country Ridge View Development Agreement** - Motion made by Member Johnson second by Member Brekke to approve the Country Ridge Development Agreement. Motion carried unanimously.

4. **Country Ridge Stormwater Drainage Easement Agreement** - Council acknowledges this agreement and that the project is contingent on this in order to move forward.

5. **Country Ridge View Estates Final Plat** - Motion made by Member Brekke second by Member Mesenburg to approve the final plat contingent on the review letter. Motion carried unanimously.

6. **Resolution 16-38 -East Village Easement Vacation** - Motion made by Member Brekke second by Member Johnson to approve Resolution 16-38. Motion carried unanimously.

7. **East Village Development Agreement** - Motion made by Member Mesenburg second by Member Meyer to approve the East Village Development Agreement. Motion carried unanimously.

8. **East Village Final Plat** - Motion made by Member Johnson second by Member Brekke to approve the East Village Final Plat contingent on the review letter. Motion carried unanimously.

H) UNFINISHED BUSINESS –

1. **Resolution 16-37 - Certifying Delinquent Claims** - Motion made by Member Brekke Second by Member Meyer to approve Resolution 16-37. Motion carried unanimously.

I) NEW BUSINESS –

1. **Staff Resignation** - Motion made by Member Brekke second by Member Johnson to accept Randy Ness' resignation. Motion carried unanimously.

J) COMMITTEE BOARD REPORTS/OPEN DISCUSSION –

Members Mesenburg and Meyer gave updates on the BCRC fields and parking lot. It is still two months behind but the concession stand is up and looks good.

Motion made by Member Brekke second by Member Johnson to close the council meeting at 6:55PM. Motion carried unanimously.

K) **CLOSED SESSION: Employee Contract** - Mayor Diercks opened the closed session. City Attorney Mark Breneman was present.

Motion made by Member Brekke second by Member Meyer to close the closed session at 8:05PM. Motion carried unanimously.

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Motion made by Member Mesenburg, second by Member Meyer to bring all exempt staff into compliance with the US Department of Labor's FLSA as of December 1, 2016.

Motion made by Member Meyer, second by Member Johnson to update the City Administrator's contract language with PTO rather than sick/vacation and to include the long and short term disability.

- L) ADJOURN - Motion made by Member Brekke second by Member Mesenburg to adjourn the meeting at 8:07pm. Motion carried unanimously.

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Ann Diercks, Mayor

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Mary Blair-Hoeft, City Administrator

ECONOMIC DEVELOPMENT AUTHORITY  
TUESDAY SEPTEMBER 20, 2016  
6:00AM **CONFERENCE ROOM** AT CITY HALL  
680 BYRON MAIN COURT NE

1. CALL TO ORDER - Chairperson Ryan called the meeting to order.  
Members Present: Chris Ryan, Shawn Bishop, Randy Fogelson, Kelly Domaille, Staci Smoot, Bob Meyer and Dan Mesenburg.  
Also Present: Gretta Becay, Joe Hagan and City Administrator Mary Blair-Hoeft.
2. APPROVE AGENDA - Motion made by Member Domaille second by Member Bishop to approve the agenda as written. Motion carried unanimously.
3. CONSENT AGENDA - Motion made by Member Domaille second by Member Mesenburg to approve the consent agenda. Motion carried unanimously.
  - A. BEDA Minutes from August 16, 2016
4. PUBLIC COMMENTS: Asked three times with no response.
5. COMMUNICATIONS, REPORTS AND PETITIONS
  - A. Monthly Finance Report - FYI
  - B. Cobblestone Conference - FYI
  - C. Rochester Convention & Visitors Bureau - FYI
  - D. Rochester Economic Development Article - FYI
  - E. Minnesota's Population over 65 - FYI
  - F. Explosive Growth Article - FYI
  - G. Rolling Hills Transit 2nd Quarter - FYI
  - H. J2G Regional Video Project - FYI
  - I. SE MN Economic Summit - What was learned?
  - J. Rochester Area Chamber of Commerce Renewal - Motion made by Member Domaille second by Member Mesenburg to renew the City's membership. Motion carried unanimously.
6. PUBLIC HEARING - None
7. GENERAL BUSINESS -
  - A. EDA Consultant - Motion made by Member Bishop second by Member Domaille to approve Joe Hagen as the new EDA consultant. Motion carried unanimously.
8. UNFINISHED BUSINESS -
  - A. Signage on Hwy 14 - Members discussed the City's options and the MNDot regulations. Members thought billboards would be a good alternative. Staff will look into this further.
  - B. Sponsor's Signs/Banners Policy - This is an approved policy.

C. Draft Naming Rights Policy - This policy is in draft form. Not sure where the pricing examples came from. Staff will look into more into pricing for sponsorship and will be put on the next agenda. The EDA suggestions will be given to the future park board for their approval.

9. NEW BUSINESS -

A. City updates - Hoeft gave an update on all the city activities.

10. ADJOURN - Motion made by Member Bishop second by Member Fogelson to adjourn The meeting at 6:45am. Motion carried unanimously.

PLANNING AND ZONING COMMISSION  
MONDAY, AUGUST 8, 2016  
6:00 PM AT THE CITY HALL  
680 Byron Main Court NE

1. CALL MEETING TO ORDER – Chair Fiegel called the meeting of the Byron Planning Commission to order at 6:01PM Monday, August 8, 2016 at Byron City Hall.

Members Present: Gary Fiegel, Bruce Putzier, Ryan Rousseau and Steven Cook.

Also Present: Jeff Kasten, Mark Chilson, Cathy Kasten, Nicole Gillard, Brenda DeCook, Pat Mason, Jon Dockter, Dick Fechter, Aaron Fossum, Ardella Remold, Todd Bahr, Teresa Bahr, Mark Chilson, Justin Stotts, David Ellerbusch, David Martin, Larry O’Neill, Council Member Scott Johnson, City Engineer Bill Angerman, Janna Monosmith, Planning Coordinator.

2. APPROVE AGENDA – Motion made by Member Putzier, second by Member Cook to approve the agenda as written
3. CONSENT AGENDA
  - a. P&Z Minutes from July 11, 2016 – Motion made by Member Cook second by Member Rousseau to approve the minutes as written. Motion carried unanimously.
4. PUBLIC COMMENTS –  
Chair Fiegel called three times for public comments.
5. COMMUNICATIONS, REPORTS AND PETITIONS
  - a. Monthly Budget
  - b. City Council Minutes June 28, 2016
  - c. City Council Minutes July 12, 2016
  - c. City Administrator Newsletter - July
6. PUBLIC HEARING - Motion made by Member Cook, second by Member Rousseau to open the public hearings. Motion carried unanimously.
  - a. RES 16 -10 P & Z IUP - 413 - 5th Avenue NE - Nicole Gillard was discussed her request to place a beauty salon at her residence. Gillard intends to add onto her garage and place salon in this addition. The salon will not be part of the existing garage. There will be one chair in the salon and all parking will be in the driveway.

Motion made by Member Putzier, second by Member Rousseau to close the public hearing. Motion carried unanimously.

Motion made by Member Cook, second by Member Rousseau to recommend to the

City Council to approve the Interim Use Permit with the following conditions: weekday hours between 8:00am - 6:pm, closed weekends, all customer parking to be off street, no more than one chair, no employees, no product sales, signage to follow City Code 152.085 (B) (8). Motion carried unanimously.

b. RES 16-11 P & Z - Variance 1547 Wickford Place NE - Aaron Fossum was present to discuss his family's request to extend their deck closer to the lot line. There is currently a deck that meets setback requirements, but the deck is small and "unusable".

Brenda DeCook was present as the owner of the property behind 1547 Wickford Place NE. As developers they intend to lay out lots in such a way that there will be three lots abutting this property and 1547 Wickford Place NE and they are concerned about future resident's privacy.

Motion made by Member Cook, second by Member Putzier to close the public hearing. Motion carried unanimously.

Motion made by Cook, second by Member Rousseau to deny the variance request for 1547 Wickford Place NE. Members Putzier, Rousseau and Cook voted aye, Chair Fiegel voted nay. Motion carried 3 -1.

c. RES 16-12 P & Z - CUP Revision - 513 Frontage Road NE - Jeff Kasten was present to discuss his expansion

Motion made by Member Cook, second by Member Putzier to close the public hearing. Motion carried unanimously.

Motion made by Member Putzier, second by Member Cook to recommend approve the revisions to the CUP with the following conditions: outdoor trash receptacle screened, at least 40 paved parking stalls, vehicles on the lot must have current registration and on lot for no more than 30 consecutive days (documentation available upon request), repairs done only within the building, auto sales prohibited, business hours 6:00am - 7:00pm, no vehicles used for spare parts or as junk vehicles. Motion carried unanimously.

d. RES 16-13 P & Z Fogelson Roadway Annexation - Angerman discussed how this annexation was for the future road to the Country View Estates subdivision.

Motion by Member Putzier, second by Member Rousseau to close the public hearing. Motion carried unanimously.

Motion made by Member Cook, second by Member Rousseau to recommend approval to the City Council. Motion carried unanimously.

e. Papplewick - Somerby Golf Community - Preliminary/Final Plat - Pat Mason spoke regarding the plans for 14 single family lots for the Papplewick

subdivision.

Angerman discussed the variance for the right-of-way width for Papplewick as well as the revisions to the concept plan. Staff had not seen the revision of moving the Papplewick cul-de-sac to the east as a major change to the concept plan. There are other areas of the concept plan that still need to be tweaked as the Gemelke property has never had a concept plan before.

Resident Mark Chilson asked about home values in Papplewick. Mason responded \$400,000 - \$500,000.

Jon Docktor questioned future connections to County Road 5.

Motion made by Member Putzier, second by Member Rousseau to close the public hearing. Motion carried unanimously.

Members discussed how they would like to see Lehman Drive connect to County Road 5, encourage walkability, limit cul-de-sacs.

Motion made by Member Cook, second by Member Rousseau to table the plat until September. Motion carried unanimously.

f. Temporary Family Health Care Dwelling - Motion made by Member Rousseau, second by Member Cook to close the public hearing. Motion carried unanimously.

Motion made by Member Cook, second by Member Rousseau to recommend to the City Council to approve the Temporary Family Health Care Dwelling ordinance. Motion carried unanimously.

7. GENERAL BUSINESS:

8. UNFINISHED BUSINESS -

9. NEW BUSINESS -

a. Somerby West Concept Plan - Members had discussed this item with the Papplewick subdivision discussion. Staff will work with the developer on revisions.

10. ADJOURN – Motion made by Member Cook, second by Member Rousseau to adjourn the meeting at 7:47 p.m. Motion carried unanimously.

PLANNING AND ZONING COMMISSION  
MONDAY, SEPTEMBER 12, 2016  
6:00 PM AT THE CITY HALL  
680 Byron Main Court NE

1. CALL MEETING TO ORDER – Chair Fiegel called the meeting of the Byron Planning Commission to order at 6:05PM Monday, September 12, 2016 at Byron City Hall.

Members Present: Gary Fiegel, Paul Gregor and Steven Cook.

Also Present: Aaron Fossum, Maggie Fossum, Brandon Theobald, Adam DeCook, Charley Martinson, Carrie Martinson, Daryl Glassmaker, Shannon Stroeing, Dennis Blank, Amy Hoerle, Council Member Scott Johnson, City Engineer Bill Angerman, Janna Monosmith, Planning Coordinator.

2. APPROVE AGENDA – Motion made by Member Gregor, second by Member Cook to approve the agenda with the addition of Papplewick under Unfinished Business. Motion carried unanimously.
3. CONSENT AGENDA
  - a. P&Z Minutes from August 8, 2016 – Correction made in reference to County Road 5. The item will be tabled due to lack of members that attended the August 8 meeting.
4. PUBLIC COMMENTS –  
Chair Fiegel called three times for public comments.
5. COMMUNICATIONS, REPORTS AND PETITIONS
  - a. Monthly Budget
  - b. City Council Minutes July 26, 2016
  - c. City Council Minutes August 10, 2016
6. PUBLIC HEARING - Motion made by Member Cook, second by Member Gregor to open the public hearings. Motion carried unanimously.
  - a. RES 16 -14 P & Z - Metes & Bounds Lot Split - Byron Towne Village 3rd  
The developer of these lots is proposing to adjust the lot lines and provide for more useable backyards.  
  
Motion made by Member Gregor, second by Member Cook to close the public hearing. Motion carried unanimously.  
  
Motion made by Member Cook, second by Member Gregor to recommend to the City Council to approve the Metes & Bounds lot split. Motion carried unanimously.
  - b. East Village Preliminary Plat - Angerman discussed the platting process

and his review letter.

Resident Shannon Stroeing asked whether a park is being proposed for the area as the closest park is at the school. Angerman discussed the BCRC (Byron Community Recreational Complex), which is part of the Byron Towne Village area and the intent of a playset at this location in the future.

Charley Martinson questioned the price point for the lots.

Adam DeCook stated that as developers the goal is to provide different housing options that currently not available in Byron with different price ranges. It is estimated that the single family lots will be around \$60,000.

Martinson questioned timeline for development. DeCook that the timeline has not been completely determined yet. Ideally this fall, but that is an aggressive timeline.

DeCook explained the townhomes are being proposed with tuck under garages to best utilize the steep area of the development.

DeCook stated that they would like to make the stormwater pond a neighborhood amenity.

Amy Hoerle questioned another traffic outlet besides 15th Avenue NE. Traffic flow as discussed including the connection of 4th Street NE to 10th Avenue NE as well as the proposed eventual connection of 4th Street NE to County Road 3 NE.

Maggie Fossum stated that she is concerned about a decrease in home values. Angerman stated that a decrease in home values is not anticipated and that home values will more than likely be similar to what is already in the neighborhood.

Motion made by Member Gregor, second by Member Cook to close the public hearing. Motion carried unanimously.

Motion made by Member Gregor, second by Member Cook to recommend to the City Council to approve the East Village Preliminary Plat with the conditions that duplexes placed on the proposed lots will not be able to divided later, NE added to street designations, developer must install cluster box units per the USPS. Motion carried unanimously.

7. GENERAL BUSINESS:

8. UNFINISHED BUSINESS -

9. NEW BUSINESS -

a. Papplewick - Monosmith explained that the plat request has been withdrawn.

10. ADJOURN – Motion made by Member Cook, second by Member Gregor to adjourn the meeting at 7:00 p.m. Motion carried unanimously.

**CITY OF BYRON**  
**COUNCIL WARRANT REPORT**

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
E 707-48430-030	BAHR ELECTRIC, INC	\$476.77	GARAGE CHAIN HOIST
E 703-48250-059	BOB BRAATEN CONSTRUCTION, I	\$7,890.00	HYDRANT REPLACEMENT
E 450-40110-050	BRAATEN SAND & GRAVEL	\$169.39	ROCK FOR CONCESSION AT SOCCER FIELD
E 101-40600-030	BRENEMANLAW	\$840.00	FLSA & TAX FOREFETURE PROPERLY
E 101-45500-021	BYRON MARKETPLACE	\$147.88	SOCCER FIELD WASP SPRAY
E 101-40200-030	BYRON PUBLIC SCHOOLS	\$1,750.00	ENROLLMENT PROJECTION/HOUSING STUDY
E 101-40910-030	BYRON REVIEW	\$65.32	BTV 3RD METES & BOUNDS / EAST VILLAGE PRELIM PLAT
E 101-45500-037	CAPITAL ONE COMMERCIAL	\$599.87	PICNIC TABLE REPAIR
E 101-40110-048	DAVIES PRINTING COMPANY	\$222.83	150 YR HANDOUTS
E 707-48430-021	DPC INDUSTRIES, INC.	\$3,823.60	FERRIC CHLORIDE WWTP
E 101-42120-030	DUNLAP & SEEGER PA	\$1,292.00	UNION NEGOTIATION
E 101-42120-021	EARL F ANDERSEN, INC	\$383.45	PORTABLE PED SIGN/PRIMARY SCHOOL
E 703-48250-021	FIRE SAFETY USA, INC.	\$447.99	FIRE EXT. CHECK
E 707-48430-046	GOPHER STATE	\$207.90	LOCATES
E 101-40200-030	HAGEN, JOE	\$425.00	EDA CONSULT
E 101-40200-032	HOEFT, MARY	\$214.48	SEPT MILEAGE
E 101-40200-021	JOHNSON PRINTING	\$602.00	ENVELOPES
E 101-42120-021	LAWSON PRODUCTS, INC.	\$163.43	SHOP SUPPLIES
E 101-40510-032	LEAGUE OF MINNESOTA CITIES	\$45.00	LMC REGIONAL MEETING
E 703-48250-021	METERING & TECHNOLOGY SOLU	\$2,135.04	WATER METER MACKEN FUNERAL HOME
E 707-48430-021	MIDWEST FUELS	\$103.36	PUMP OIL
E 101-45500-037	MINNESOTA PIPE & EQUIPMENT	\$76.74	SOCCER PARK DRAIN TILE
E 313-47000-030	MUSCO SPORTS LIGHTING	\$326,541.00	BCRC LIGHTS
R 101-36200	OLMSTED COUNTY FINANCE DEP	\$76,538.97	SEPT FEES/FINES
E 101-45500-038	ON SITE SANITATION	\$265.00	SOCCER PARK
E 703-48250-046	OPPORTUNITY SERVICES	\$315.72	SEPT SHOP CLEANING
R 101-33600	POSTIER, TIM	\$50.00	PREVENTATIVE/ANNUAL PHYSICAL
E 101-45500-048	REINDERS INC	\$291.64	SOCCER FIELD PARKING LOT DRAINAGE
E 101-42120-037	ROCHESTER SAND-GRAVEL-BLAC	\$104,758.02	HOT MIX
E 703-48250-021	SAFE-FAST	\$158.41	JACKETS
E 101-45500-055	THE FENCE PROS	\$800.00	ROLLER RINK TREES
E 101-41500-037	TIMM, BRIAN	\$65.00	FIRE HALL CLEANING
E 707-48430-037	VIKING ELECTRIC SUPPLY	\$3.29	WWTP
		\$531,869.10	

**CITY OF BYRON**  
**COUNCIL WARRANT REPORT**

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Act Year: 2016

Account	Search Name	Amount	Comments
Search Name BAHR ELECTRIC, INC			
E 707-48430-030	BAHR ELECTRIC, INC	\$305.49	GARAGE CHAIN HOIST
E 707-48430-030	BAHR ELECTRIC, INC	\$171.28	OUTSIDE LED LIGHT
Search Name BAHR ELECTRIC, INC		\$476.77	
Search Name BOB BRAATEN CONSTRUCTION, INC			
E 703-48250-059	BOB BRAATEN CONSTRUCTION, I	\$6,300.00	HYDRANT REPLACEMENT
E 703-48250-037	BOB BRAATEN CONSTRUCTION, I	\$1,590.00	WATER BREAK - 211 7TH ST NW
Search Name BOB BRAATEN CONSTRUCTION, INC		\$7,890.00	
Search Name BRAATEN SAND & GRAVEL			
E 450-40110-050	BRAATEN SAND & GRAVEL	\$169.39	ROCK FOR CONCESSION AT SOCCER FIELD
Search Name BRAATEN SAND & GRAVEL		\$169.39	
Search Name BRENEANLAW			
E 101-40600-030	BRENEANLAW	\$840.00	FLSA & TAX FOREFETURE PROPERLY
Search Name BRENEANLAW		\$840.00	
Search Name BYRON MARKETPLACE			
E 101-45500-021	BYRON MARKETPLACE	\$12.41	SOCCER FIELD WASP SPRAY
E 101-41200-021	BYRON MARKETPLACE	\$135.47	F.D. FOOD
Search Name BYRON MARKETPLACE		\$147.88	
Search Name BYRON PUBLIC SCHOOLS			
E 101-40200-030	BYRON PUBLIC SCHOOLS	\$1,750.00	ENROLLMENT PROJECTION/HOUSING STUDY
Search Name BYRON PUBLIC SCHOOLS		\$1,750.00	
Search Name BYRON REVIEW			
E 101-40910-030	BYRON REVIEW	\$4.75	BTV 3RD METES & BOUNDS / EAST VILLAGE PRELIM PLAT
E 101-40510-030	BYRON REVIEW	\$19.00	7TH STREET ANNEXATION
E 703-48250-059	BYRON REVIEW	\$30.88	WELLHEAD PROTECTION
E 101-40910-033	BYRON REVIEW	\$10.69	MEDICAL HOUSING OPT OUT
Search Name BYRON REVIEW		\$65.32	
Search Name CAPITAL ONE COMMERCIAL			
E 101-45500-037	CAPITAL ONE COMMERCIAL	\$43.02	PICNIC TABLE REPAIR
E 101-45700-021	CAPITAL ONE COMMERCIAL	\$2.77	LATE CHARGE PREV BAL.
E 101-42120-037	CAPITAL ONE COMMERCIAL	\$493.11	CEMENT - REPAIR CURBS AND CATCH BASIN
E 101-40300-037	CAPITAL ONE COMMERCIAL	\$60.97	PICNIC TABLE REPAIR
Search Name CAPITAL ONE COMMERCIAL		\$599.87	
Search Name DAVIES PRINTING COMPANY			
E 101-40110-048	DAVIES PRINTING COMPANY	\$222.83	150 YR HANDOUTS
Search Name DAVIES PRINTING COMPANY		\$222.83	
Search Name DPC INDUSTRIES, INC.			
E 707-48430-021	DPC INDUSTRIES, INC.	\$3,823.60	FERRIC CHLORIDE WWTP
Search Name DPC INDUSTRIES, INC.		\$3,823.60	
Search Name DUNLAP & SEEGER PA			
E 101-42120-030	DUNLAP & SEEGER PA	\$323.00	UNION NEGOTIATION
E 101-45500-030	DUNLAP & SEEGER PA	\$323.00	UNION NEGOTIATION
E 703-48250-030	DUNLAP & SEEGER PA	\$323.00	UNION NEGOTIATION
E 707-48430-030	DUNLAP & SEEGER PA	\$323.00	UNION NEGOTIATION
Search Name DUNLAP & SEEGER PA		\$1,292.00	
Search Name EARL F ANDERSEN, INC			
E 101-42120-021	EARL F ANDERSEN, INC	\$383.45	PORTABLE PED SIGN/PRIMARY SCHOOL
Search Name EARL F ANDERSEN, INC		\$383.45	

**CITY OF BYRON**  
**COUNCIL WARRANT REPORT**

Period Name: October

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Account	Search Name	Amount	Comments
Search Name FIRE SAFETY USA, INC.			
E 703-48250-021	FIRE SAFETY USA, INC.	\$39.73	FIRE EXT. CHECK
E 101-40300-037	FIRE SAFETY USA, INC.	\$39.73	FIRE EXT. CHECK
E 101-42120-021	FIRE SAFETY USA, INC.	\$69.88	FIRST AID SUPPLIES
E 101-45500-021	FIRE SAFETY USA, INC.	\$69.88	FIRST AID SUPPLIES
E 703-48250-021	FIRE SAFETY USA, INC.	\$69.88	FIRST AID SUPPLIES
E 707-48430-021	FIRE SAFETY USA, INC.	\$39.72	FIRE EXT. CHECK
E 101-42120-021	FIRE SAFETY USA, INC.	\$39.72	FIRE EXT. CHECK
E 101-45500-021	FIRE SAFETY USA, INC.	\$39.72	FIRE EXT. CHECK
E 101-45700-021	FIRE SAFETY USA, INC.	\$39.73	FIRE EXT. CHECK
Search Name FIRE SAFETY USA, INC.		\$447.99	
Search Name GOPHER STATE			
E 707-48430-046	GOPHER STATE	\$103.95	LOCATES
E 703-48250-046	GOPHER STATE	\$103.95	LOCATES
Search Name GOPHER STATE		\$207.90	
Search Name HAGEN, JOE			
E 101-40200-030	HAGEN, JOE	\$425.00	EDA CONSULT
Search Name HAGEN, JOE		\$425.00	
Search Name HOEFT, MARY			
E 101-40200-032	HOEFT, MARY	\$214.48	SEPT MILEAGE
Search Name HOEFT, MARY		\$214.48	
Search Name JOHNSON PRINTING			
E 101-40200-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 707-48430-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 703-48250-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 101-45500-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 101-42120-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 101-40510-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 101-40200-030	JOHNSON PRINTING	\$94.00	BUS. CARDS - JOE HAGEN
E 101-40110-021	JOHNSON PRINTING	\$63.50	ENVELOPES
E 101-40910-021	JOHNSON PRINTING	\$63.50	ENVELOPES
Search Name JOHNSON PRINTING		\$602.00	
Search Name LAWSON PRODUCTS, INC.			
E 101-42120-021	LAWSON PRODUCTS, INC.	\$163.43	SHOP SUPPLIES
Search Name LAWSON PRODUCTS, INC.		\$163.43	
Search Name LEAGUE OF MINNESOTA CITIES			
E 101-40510-032	LEAGUE OF MINNESOTA CITIES	\$45.00	LMC REGIONAL MEETING
Search Name LEAGUE OF MINNESOTA CITIES		\$45.00	
Search Name METERING & TECHNOLOGY SOLUTION			
E 703-48250-021	METERING & TECHNOLOGY SOLU	\$2,135.04	WATER METER MACKEN FUNERAL HOME
Search Name METERING & TECHNOLOGY SOLUTION		\$2,135.04	
Search Name MIDWEST FUELS			
E 707-48430-021	MIDWEST FUELS	\$103.36	PUMP OIL
Search Name MIDWEST FUELS		\$103.36	
Search Name MINNESOTA PIPE & EQUIPMENT			
E 101-45500-037	MINNESOTA PIPE & EQUIPMENT	\$76.74	SOCCER PARK DRAIN TILE
Search Name MINNESOTA PIPE & EQUIPMENT		\$76.74	
Search Name MUSCO SPORTS LIGHTING			
E 313-47000-030	MUSCO SPORTS LIGHTING	\$326,541.00	BCRC LIGHTS

**CITY OF BYRON**  
**COUNCIL WARRANT REPORT**

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name MUSCO SPORTS LIGHTING		\$326,541.00	
Search Name OLMSTED COUNTY FINANCE DEPT.			
R 101-36200	OLMSTED COUNTY FINANCE DEP	\$238.97	SEPT FEES/FINES
E 101-41100-030	OLMSTED COUNTY FINANCE DEP	\$49,986.00	4TH QTR LAW ENFORCEMENT
E 101-41100-030	OLMSTED COUNTY FINANCE DEP	\$26,314.00	4TH QTR JAY CLEMENS
Search Name OLMSTED COUNTY FINANCE DEPT.		\$76,538.97	
Search Name ON SITE SANITATION			
E 101-45500-038	ON SITE SANITATION	\$132.50	SOCCER PARK
E 101-45500-038	ON SITE SANITATION	\$66.25	OLD TOWNE PARK
E 101-45500-038	ON SITE SANITATION	\$66.25	VALLEY VIEW
Search Name ON SITE SANITATION		\$265.00	
Search Name OPPORTUNITY SERVICES			
E 703-48250-046	OPPORTUNITY SERVICES	\$42.76	SEPT SHOP CLEANING
E 101-40300-030	OPPORTUNITY SERVICES	\$187.44	SEPT CITY HALL CLEANING
E 101-42120-046	OPPORTUNITY SERVICES	\$42.76	SEPT SHOP CLEANING
E 101-45500-046	OPPORTUNITY SERVICES	\$42.76	SEPT SHOP CLEANING
Search Name OPPORTUNITY SERVICES		\$315.72	
Search Name POSTIER, TIM			
R 101-33600	POSTIER, TIM	\$50.00	PREVENTATIVE/ANNUAL PHYSICAL
Search Name POSTIER, TIM		\$50.00	
Search Name REINDERS INC			
E 101-45500-048	REINDERS INC	\$239.92	SOCCER FIELD PARKING LOT DRAINAGE
E 101-45500-048	REINDERS INC	\$51.72	INCE RINK DRAINAGE
Search Name REINDERS INC		\$291.64	
Search Name ROCHESTER SAND-GRAVEL-BLACKTOP			
E 101-42120-037	ROCHESTER SAND-GRAVEL-BLAC	\$65.41	HOT MIX
E 313-47000-030	ROCHESTER SAND-GRAVEL-BLAC	\$104,692.61	SOCCER PARKING LOT
Search Name ROCHESTER SAND-GRAVEL-BLACKTOP		\$104,758.02	
Search Name SAFE-FAST			
E 703-48250-021	SAFE-FAST	\$79.21	JACKETS
E 707-48430-021	SAFE-FAST	\$26.40	JACKETS
E 101-42120-021	SAFE-FAST	\$26.40	JACKETS
E 101-45500-021	SAFE-FAST	\$26.40	JACKETS
Search Name SAFE-FAST		\$158.41	
Search Name THE FENCE PROS			
E 101-45500-055	THE FENCE PROS	\$800.00	ROLLER RINK TREES
Search Name THE FENCE PROS		\$800.00	
Search Name TIMM, BRIAN			
E 101-41500-037	TIMM, BRIAN	\$16.25	FIRE HALL CLEANING
E 101-41200-046	TIMM, BRIAN	\$48.75	FIRE HALL CLEANING
Search Name TIMM, BRIAN		\$65.00	
Search Name VIKING ELECTRIC SUPPLY			
E 707-48430-037	VIKING ELECTRIC SUPPLY	\$3.29	WWTP
Search Name VIKING ELECTRIC SUPPLY		\$3.29	
		\$531,869.10	

**CITY OF BYRON**  
**COUNCIL APPROVAL AFTER PAYMENT WARRANT REPORT**

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
E 707-48430-031	CHARTER COMMUNICATIONS	\$149.97	MONTHLY INTERNET
E 703-48250-031	MIDWEST WIRELESS	\$293.83	9209180293
E 101-45500-036	MINNESOTA ENERGY	\$1,204.24	BYRON ICE RINK
E 101-42170-036	PEOPLE S COOP POWER ASSN	\$5,353.00	BYRON TOWNE SQ, LIGHTS 12TH AVE NE
E 101-45500-036	WASTE MANAGEMENT	\$604.33	SOCCER PARK
E 101-42170-036	XCEL ENERGY/NSP	\$8,953.98	CTY RD 5 STOP LIGHT
		<u>\$16,559.35</u>	

**CITY OF BYRON**  
**COUNCIL APPROVAL AFTER PAYMENT WARRANT REPORT**

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
Search Name CHARTER COMMUNICATIONS			
E 707-48430-031	CHARTER COMMUNICATIONS	\$18.74	MONTHLY INTERNET
E 101-42120-031	CHARTER COMMUNICATIONS	\$18.75	MONTHLY INTERNET
E 101-40200-031	CHARTER COMMUNICATIONS	\$18.75	MONTHLY INTERNET
E 101-40510-031	CHARTER COMMUNICATIONS	\$18.75	MONTHLY INTERNET
E 101-40910-031	CHARTER COMMUNICATIONS	\$18.75	MONTHLY INTERNET
E 101-45500-031	CHARTER COMMUNICATIONS	\$18.75	MONTHLY INTERNET
E 101-42130-031	CHARTER COMMUNICATIONS	\$18.74	MONTHLY INTERNET
E 703-48250-031	CHARTER COMMUNICATIONS	\$18.74	MONTHLY INTERNET
Search Name CHARTER COMMUNICATIONS		<u>\$149.97</u>	
Search Name MIDWEST WIRELESS			
E 703-48250-031	MIDWEST WIRELESS	\$15.94	9209180293
E 101-42120-031	MIDWEST WIRELESS	\$15.94	9209180293
E 101-45500-031	MIDWEST WIRELESS	\$15.94	9209180293
E 707-48430-031	MIDWEST WIRELESS	\$20.00	5076969669
E 703-48250-031	MIDWEST WIRELESS	\$20.01	5076969669
E 101-40200-031	MIDWEST WIRELESS	\$85.60	5072737003
E 707-48430-031	MIDWEST WIRELESS	\$15.94	9209180293
E 101-41200-031	MIDWEST WIRELESS	\$13.74	5079514895
E 101-42120-031	MIDWEST WIRELESS	\$16.90	5079510203
E 707-48430-031	MIDWEST WIRELESS	\$16.90	5079510203
E 703-48250-031	MIDWEST WIRELESS	\$16.91	5079510203
E 703-48250-031	MIDWEST WIRELESS	\$40.01	5075174025
Search Name MIDWEST WIRELESS		<u>\$293.83</u>	
Search Name MINNESOTA ENERGY			
E 101-45500-036	MINNESOTA ENERGY	\$21.20	BYRON ICE RINK
E 101-42120-036	MINNESOTA ENERGY	\$17.51	NEW SHOP BLDG
E 703-48250-036	MINNESOTA ENERGY	\$19.79	WELL #3
E 707-48430-036	MINNESOTA ENERGY	\$619.46	SEWER PLANT
E 101-40300-036	MINNESOTA ENERGY	\$263.03	CITY HALL
E 101-40110-036	MINNESOTA ENERGY	\$67.85	OLD CITY HALL
E 101-41200-036	MINNESOTA ENERGY	\$44.01	FIRE HALL
E 707-48430-036	MINNESOTA ENERGY	\$20.50	LIFT
E 707-48430-036	MINNESOTA ENERGY	\$21.87	NEW LIFT
E 101-42120-036	MINNESOTA ENERGY	\$49.49	BYRON SHOP
E 101-41500-036	MINNESOTA ENERGY	\$10.04	FIRE HALL
E 101-45700-036	MINNESOTA ENERGY	\$49.49	BYRON POOL
Search Name MINNESOTA ENERGY		<u>\$1,204.24</u>	
Search Name PEOPLE S COOP POWER ASSN			
E 101-42170-036	PEOPLE S COOP POWER ASSN	\$29.00	BYRON TOWNE SQ. LIGHTS 12TH AVE NE
E 101-40300-036	PEOPLE S COOP POWER ASSN	\$1,423.00	CITY HALL
E 101-42170-036	PEOPLE S COOP POWER ASSN	\$192.00	FARR DEV. LIGHTS
E 707-48430-036	PEOPLE S COOP POWER ASSN	\$101.00	CTY ROAD 3 LIFT STATION
E 101-45500-036	PEOPLE S COOP POWER ASSN	\$85.00	20TH STREET WELL HOUSE
E 101-42170-036	PEOPLE S COOP POWER ASSN	\$413.00	BYRON TOWN VILLAGE LIGHTS
E 101-42170-036	PEOPLE S COOP POWER ASSN	\$609.00	SOMERBY LIGHTS
E 703-48250-036	PEOPLE S COOP POWER ASSN	\$50.00	WATER TOWER
E 707-48430-036	PEOPLE S COOP POWER ASSN	\$2,451.00	20TH STREET LIFT PUMP
Search Name PEOPLE S COOP POWER ASSN		<u>\$5,353.00</u>	
Search Name WASTE MANAGEMENT			
E 101-45500-036	WASTE MANAGEMENT	\$81.61	SOCCER PARK
E 707-48430-036	WASTE MANAGEMENT	\$98.72	SEWER PLANT
E 101-45500-036	WASTE MANAGEMENT	\$27.01	VALLEYVIEW PARK

**CITY OF BYRON**  
**COUNCIL APPROVAL AFTER PAYMENT WARRANT REPORT**

Period Name: October

Act Year: 2016

Account	Search Name	Amount	Comments
E 101-45500-036	WASTE MANAGEMENT	\$27.01	OLD TOWNE PARK
E 101-45500-036	WASTE MANAGEMENT	\$47.80	POOL
E 101-45500-036	WASTE MANAGEMENT	\$27.01	BROOKLAWN PARK
E 101-41500-036	WASTE MANAGEMENT	\$18.35	FIRE HALL
E 101-41200-036	WASTE MANAGEMENT	\$80.37	FIRE HALL
E 101-40300-036	WASTE MANAGEMENT	\$81.62	CITY HALL
E 101-42120-036	WASTE MANAGEMENT	\$114.83	SHOP
Search Name WASTE MANAGEMENT		\$604.33	
Search Name XCEL ENERGY/NSP			
E 101-42170-036	XCEL ENERGY/NSP	\$248.73	CTY RD 5 STOP LIGHT
E 101-40110-036	XCEL ENERGY/NSP	\$62.73	OLD CITY HALL
E 101-41200-036	XCEL ENERGY/NSP	\$111.32	FIRE HALL
E 101-42120-036	XCEL ENERGY/NSP	\$117.19	SHOP
E 703-48250-036	XCEL ENERGY/NSP	\$58.51	HILLDALE WATER TOWER
E 707-48430-036	XCEL ENERGY/NSP	\$87.97	CHERRY HILL LIFT PUMP #3 WEST
E 101-40510-036	XCEL ENERGY/NSP	\$11.75	BOOKMOBILE
E 101-42170-036	XCEL ENERGY/NSP	\$81.65	10TH AVE STOP LIGHTS
E 703-48250-036	XCEL ENERGY/NSP	\$1,972.80	WELL HOUSE #3
E 101-45500-036	XCEL ENERGY/NSP	\$13.99	PUBLIC WORKS MAIN. BLDG
E 101-42120-036	XCEL ENERGY/NSP	\$13.99	PUBLIC WORKS MAIN. BLDG
E 707-48430-036	XCEL ENERGY/NSP	\$14.00	PUBLIC WORKS MAIN. BLDG
E 101-42170-036	XCEL ENERGY/NSP	\$6,012.04	STREET LIGHTS
E 101-41500-036	XCEL ENERGY/NSP	\$111.33	FIRE HALL
E 101-42170-036	XCEL ENERGY/NSP	\$21.99	143 10TH AVENUE NE
E 703-48250-036	XCEL ENERGY/NSP	\$13.99	PUBLIC WORKS MAIN. BLDG
Search Name XCEL ENERGY/NSP		\$8,953.98	
		\$16,559.35	

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

**whks**

engineers + planners + land surveyors

October 18, 2016

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

RE: Byron, MN  
Soccer Field Parking Lot  
Pay Request No. 2

Dear Mary:

Enclosed is Pay Request No. 2 for work on the above referenced project. We recommend the payment in the amount of \$104,692.61 to:

Rochester Sand & Gravel  
4105 East River Road NE  
Rochester, MN 55906

Please contact me if you have any questions.

Sincerely,

**WHKS & CO.**



Daren D. Sikkink, P.E.

DDS/jl

Enclosure

cc: Eric Counselman, City of Byron  
Casey Bauer, Rochester Sand & Gravel  
Bill Angerman, WHKS (file)

2905 South Broadway  
 Rochester, MN 55904  
 Phone: 507.288.3923



PARTIAL PAYMENT ESTIMATE  
 FOR CONSTRUCTION WORK COMPLETED

Project: Soccer Field Parking Lot  
 Project No.: 8100.03  
 Location: Byron, MN  
 Contractor: Rochester Sand & Gravel

Bid Price: \$137,594.00  
 Date: Oct. 18, 2016  
 Estimate #: 2  
 % Complete: 99.1%

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	\$ 7,433.00	0.25	0.75	1	\$ 7,433.00
2	Remove Concrete Curb & Gutter	16	L.F.	\$20.00	0	16	16	\$ 320.00
3	F&I 18" RCP Storm Sewer	72	L.F.	\$65.00	42	0	42	\$ 2,730.00
4	F&I 18" RC Apron	2	Each	\$900.00	2	0	2	\$ 1,800.00
5	Common Excavation (P)	1,900	C.Y.	\$7.00	1771	400	2171	\$ 15,197.00
6	Common Borrow (CV)	50	C.Y.	\$20.00	221	50	271	\$ 5,420.00
7	Aggregate Base(CV), Class 5	675	C.Y.	\$25.00	0	724	724	\$ 18,100.00
8	Aggregate Base (CV), Class 5 - Path	105	C.Y.	\$25.00	0	140	140	\$ 3,500.00
9	Geotextile Fabric, Type 5	3,780	S.Y.	\$0.60	0	3780	3780	\$ 2,268.00
10	Bituminous Wearing Course Mixture SPWEB240B	400	Ton	\$70.00	0	308	308	\$ 21,560.00
11	Bituminous Non Wearing Course Mixture SPNWB230B	400	Ton	\$70.00	0	422	422	\$ 29,540.00
12	Concrete Curb & Gutter, Design B624	850	L.F.	\$15.50	0	850	850	\$ 13,175.00
13	Construct Concrete Flume	1	LS	\$400.00	0	1	1	\$ 400.00
14	Pedestrian Ramps w/ Truncated Domes	2	Each	\$1,400.00	0	2	2	\$ 2,800.00
15	Silt Fencing, Type Machine Sliced	720	L.F.	\$2.50	720	0	720	\$ 1,800.00
16	Stablized Vehicle Exit	1	Each	\$1,000.00	0	0	0	\$ -
17	Sediment Control Log, Type 2	4	Each	\$87.00	0	0	0	\$ -
18	Random Riprap, Class 2	12	C.Y.	\$165.00	7	5	12	\$ 1,980.00
19	Erosion Control Blanket, Category 3	700	S.Y.	\$2.00	0	300	300	\$ 600.00
20	Seeding & Mulching	2.25	Acre	\$1,800.00	0	2.25	2.25	\$ 4,050.00
21	Pavement Message (Handicap Symbol) Epoxy	2	Each	\$120.00	0	2	2	\$ 240.00
22	4" Solid Line White- Epoxy	1,800	L.F.	\$2.00	0	1600	1600	\$ 3,200.00
23	F&I Signs	4	Each	\$125.00	0	2	2	\$ 250.00

Total Work Completed \$ 136,363.00

Less 5% Retainage \$ (6,818.15)

Less Previous Payments \$ (24,852.24)

Net Payment this Estimate \$ 104,692.61



Musco Sports Lighting, LLC  
 100 1st Ave West  
 PO Box 808  
 Oskaloosa, IA 52577-0808

**INVOICE:** 287973

**Invoice Date:** 09/06/16

**Account #:** 77498

**Project #:** 165258

Byron Sports Complex Softball

**SOLD TO:**

City of Byron  
 PO Box 1137  
 Byron, MN 55920  
 USA

Attn: Accounts Payable

**SHIP TO:**

Byron Sports Complex  
 1650 4th St NE  
 Byron, MN 55920  
 USA

PLEASE DETACH AND RETURN WITH PAYMENT

<b>INVOICE</b> 287973	<b>Account #</b> 77498	<b>Purchase Order #</b>	<b>Ship Via</b>	<b>Freight</b> Prepaid	<b>Ship Date</b> 09/06/16
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**Project:** 165258 Byron Sports Complex Softball

Line	Quantity	Part Number/Description	Unit Price	Ext Price
		Billing for the lighting project for Byron Sports Complex Softball		326,541.00

QUESTIONS? Call (800) 825-6020 -or- E-mail [AR@Musco.com](mailto:AR@Musco.com)

*Thank You!*

TERMS	SALES REPRESENTATIVE	TOTAL AMOUNT	326,541.00
Net 30	Craig Gallop	AMOUNT BILLED TO DATE	0.00
A SERVICE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL INVOICES 30 DAYS PAST DUE		UNBILLED BALANCE	0.00
<b>REMIT TO:</b> Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577-0808		<b>AMOUNT DUE</b>	<b>326,541.00</b>
Federal Identification Number: 42-1511754			

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

**Meeting Date: October 18, 2016**

**BEDA approved this request October 18th.**

**Originating Dept:** Byron EDA

**Introduction:** The Byron School District is considering updating their school enrollment projects. A new piece to that is the Housing Unit Method. That takes into consideration the expected number of houses to be built in the next ten years and the impact that may have on the student population. The proposal to the School is attached.

The Byron School District is asking if the City and/or the EDA would consider a cost share for this portion of the study. The total cost of this piece of the study is \$2,500. In our conversations, I mentioned that Byron's growth has been steady and have had no real surprises. What Mr. Elsted indicated is that the surprise growth for them may have been coming from the housing outside of the City limits, the small rural developments.

I do believe the information that they are to gather could be used as an economic tool to provide data to potential and current businesses, as well as assist with planning purposes. The last time the City projected our housing growth was with the Comprehensive Plan which was updated in late 2011. We used this data to put together our five year financial analysis in 2015, so it would be good to update this information.

**Action Requested:** I believe the City would have interest in this information, if the City limit data is broken out from the district data as a whole. It may also be beneficial if we could be provided the raw data to use as we may need in the future. It is my recommendation to contribute \$1,750 toward the Housing Unit Method. I chose this figure because approximately 71% of the district is made up of residents that live in the City limits.

This money is available in the Professional Services line item of the budget.

**Staff Recommendation:** Approve the cost share of \$1,750 towards the study w/Byron School District.

**Preparer:** MBH

**Signature:**



## PROPOSAL

October 7, 2016

Ms. Jennifer Walsh  
Director of Finance and Operations  
Byron Public Schools  
630 1<sup>st</sup> Avenue NW  
Byron, MN 55920

Dear Ms. Walsh,

Thank you so much for requesting a proposal for a demographic study and K-12 public school enrollment projections with special emphasis on the effect of Destination Medical Center Rochester on the Byron Public Schools. In this proposal, I provide a short overview of the methodologies that will be used, a list the project's work products and the project's data requirements.

### Overview

Today in Minnesota, school enrollment projections must reflect not only population characteristics but also the market dynamics of school choice. Naturally, a district's school age population is closely related to other population characteristics of the district. A prime example is the relationship between the age of adults and the number of births in a school district. A larger number of women of prime childbearing age results in more births and larger kindergarten classes five to six years later. Another example is the relationship between age and changing one's residence. Older people move less often than younger people. Families with children under 18 years who move from one locale to another can have a major effect on school enrollment. Further, in a mobile society, enrollment changes throughout the school year as families and children move.

While population changes affect the total number of school age children residing in a school district, Minnesota students and their families have education choices. These choices also effect enrollment in the district's schools. Therefore, when analyzing public school enrollment, choice must be considered as well as population dynamics. Choice includes nonpublic schools, home schools, and the public options of open enrollment, charter schools and alternative schools. In addition, two others choices exist: a) dropping out of high school; and b) delaying entering kindergarten.

Most macro population changes, for example, changes in birth or fertility rates, affect most school districts. While these changes most often are manifest in trend lines, many other changes effecting school enrollment contain an element of randomness that results in annual fluctuations, which are impossible to anticipate.

### **Methodology**

Public school enrollment projections will be made using two methodologies. Each is described below.

#### Cohort Survival Method

The cohort survival method is the most common and most robust model for projecting school enrollment. In the cohort survival method, the first step is to move a grade to the next higher grade. Because mortality is so low in the school age population, the entire grade is assumed to "survive" to the next higher grade in the following year. Once a grade or cohort has been "aged" to the next grade, net migration is added to or subtracted from that grade. Using survival rates accomplishes both "aging" and migration in a single step. Over time, the size of a cohort will increase or decrease as a result of migration as its progresses through the grades.

Resident births in the district will be used to project kindergarten five to six years later. Of course, not every child born in the district will enter the district's kindergarten classes five to six years later. However, some "native born" children who move out before enrolling in kindergarten will be replaced by children born elsewhere who move into the district before entering kindergarten. If the number of "ins" and "outs" are equal, the net effect is zero and the kindergarten class would be 100 percent of resident births. However, no public school district captures all its potential. A district with many apartment units often has more births than kindergarten students five to six years later. Some resident kindergarten students attend private schools or are home schooled. Others may attend a charter school or open enroll at another district. Therefore, a public school's capture rate is expected to be less than 100 percent. If the capture rate is 100 percent or higher, more preschool children are moving into the district than leaving (net in migration).

To extend kindergarten projections for the final five projection years, the Minnesota State Demographic Center's projections will be used as a guide.

The cohort survival method's strength is that it shows the effects of differences in grade size as students move through the grades. For example, this method will show how a large or small kindergarten class effects enrollment over 13 years or how larger elementary grades will affect the size of the high school in five to ten years. The weakness of the cohort survival method is that it is slow to reflect the impact of new housing units, especially if there are a large number of additional single-family detached units.

#### Housing Unit Method

To better reflect the effects of additional housing units a version of the housing unit method will be used to project K-12 public school enrollment. The main reason to use a housing unit method is to understand the effect of new single-family housing units on school enrollment. It could be said that

housing stock is like DNA. It determines the size and characteristics of the resident school age population.

In order to project enrollment via the housing unit method, it is necessary to do an Enrollment and Housing Study. In the past ten years, geographic information system (GIS) technology became more widely available. This has allowed for the overlay of students on parcel data acquired from the property tax database. Housing type, year the unit was built and estimated market value are recorded in the property tax records for all residential property in a school district. In addition, the tax records allow us to determine when a housing unit was last sold.

The Enrollment and Housing Study makes it possible to project enrollment through a more refined version of the housing unit method called the housing starts method. The housing starts method is based on estimating the school age children per new unit and adding these students to the student population from existing units. This method shows the immediate effect of new housing units. Historically, the weakness of the housing unit method was the difficulty in quantifying the effect of housing turnover (sales) and the demographic changes that occur when existing housing units are sold. With yield data from the Enrollment and Housing Study, some of these problems are overcome. A unit's status, i.e., new; existing but recently sold; or existing but no recent sale, becomes a valuable addition in making projections using this methodology. The student yields for each status type are different and student yields also differ by geographic area within a school district.

Even with these major improvements, the housing starts method is crude and does not yield projections by individual grade; however, grades can be aggregated and projected for individual sites. Projections using the housing unit method are for resident students by year for five years into the future.

An Enrollment and Housing Study has a couple of additional benefits. One benefit is the coding of resident births to the district's boundaries. The second benefit is learning more about the age of the adult population, especially the age of older adults. The number of adults who are 65 years and older, 75 years and older and 85 years and older provide information about future turnover in housing units.

## **Work Products**

### **Basic Enrollment Projections**

- District wide K-12 enrollment projections by grade by year for 10 years into the future. This work, along with all assumptions and analysis, will be contained in a report and presentation to the district

### **Enrollment and Housing Study**

This project examines the following:

- Acquisition and geocode of births to residents of the district;
- Geocode of K-12 enrollment;
- Updating of all housing unit counts;
- Housing type analysis of K-12 students;
- K-12 yield analysis by housing types (breakouts for new units); and

- Proposed new housing development

Results from this work will be used to project enrollment via the housing starts method. In addition, this work will be presented in a printed report with tables and maps detailing analysis and findings

#### Cost

- \$5,000 Basic Study with K-12 enrollment projections with projections of the effect of Destination Medical Center Rochester
- \$2,500 Enrollment and Housing Study

#### Timeline

This project can be completed within 60 days of receiving the data listed below

#### Contractors

Hazel Reinhardt of Hazel Reinhardt Consulting Services for projections  
Dick Carlstrom for the Enrollment and Housing Study

#### Terms

A payment of \$2,500 payable to Hazel Reinhardt Consulting Services is required as a part of accepting this proposal. The remainder of the project's costs will be billed upon project completion. Dick Carlstrom will bill his portion separately

#### Data Requirements

To make enrollment projections for the Byron Public Schools, the following data from the school district are required:

1. Fall enrollment (headcount) by grade in the Byron Public Schools for ten years—2007-08 through 2016-17. Please exclude ALC enrollment from these data;
2. Fall enrollment (or ADMs) of nonresident students who attend the Byron Public Schools through open enrollment and tuition agreements, 2007-08 through 2016-17;
3. Fall enrollment of Byron school district residents enrolled in nonpublic schools, 2007-08 through 2016-17;
4. Fall enrollment of Byron school district residents enrolled in home schools, 2007-08 through 2016-17;
5. Fall Enrollment (or ADMs) of Byron school district residents who attend public schools in other districts through open enrollment and tuition agreements, 2007-08 through 2016-17;
6. Byron school district residents who attend charter schools, 2007-08 through 2016-17;
7. Residents enrolled in any other education options, e.g., alternative schools (ALCs), PSEO, etc., 2007-08 through 2016-17. *If students are counted in Byron's headcount, do not count again if they are in one of these options.*

Data requirements for the Enrollment and Housing Study:

1. The district must provide Dick Carlstrom with student data by address. Carlstrom will specify the data needed.

Thanks for requesting this work.

Regards,

*Hazel W Reinhardt*

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

**Meeting Date: October 18, 2016**  
**BEDA approved this October 18th.**

**Originating Dept:** Byron EDA

**Introduction:** When the EDA receives applications or works with owners who are looking to receive a subsidy, it is imperative that our policy provide the guidelines necessary to provide the subsidy that benefits the taxpayers of Byron. Joe has reviewed our current Business Subsidy Policy to attempt to make it more stringent. Please read through it carefully to assist us with making the best policy we can have.

The changes are reflected in green for easy reading.

**Action Requested:** Making recommendations to accept or correct the proposed changes.

**Staff Recommendation:** This is work in progress so if we need to look at it for a couple of meetings, that is fine.

**Preparer:** MBH

**Signature:**

**City of Byron, MN**  
**&**  
**Byron Economic Development Authority**  
**Business Subsidy Policy**

Updated January 2015  
Proposed Updates October 2016

**I. Business Subsidy Policy Purpose:**

The purpose of this policy is to encourage responsible and desirable development within the City of Byron in exchange for voluntarily forfeiting tax or other revenue in the form of business subsidies.

This policy is adopted to meet the requirements outlined in Minnesota Statutes §§ 116J.993 - 116J.995 (Business Subsidies Act), as well as determine appropriate criteria for business subsidies in the City of Byron. These criteria, in conjunction with other relevant policies, shall be used by the City of Byron and related entities (including the Byron Economic Development Authority) to determine the appropriateness of granting subsidies for private business or development purposes.

**II. Definition of business subsidy:**

Minnesota Statute §§ 116J.993 (Sub 3) defines "business subsidy" or "subsidy" as:

A state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

These include, but are not limited to, the following business subsidies utilized by the City of Byron for economic development purposes:

- Tax abatement
- **Tax Increment Financing (TIF)**
- Grants
- Exemption of fees or assessments
- In-kind services
- ~~JOBZ benefits (sunset in 2015)~~

**III. Authority and Statutory requirements:**

- 1) The City of Byron, MN has the ability to grant business subsidies in accordance with the limitations established in Minnesota Statute M.S. §§ 116J.993 - 116J.995.
- 2) The “City of Byron” refers to the Byron City Council or Byron Economic Development Authority.
- 3) The City of Byron reserves the right to approve or reject subsidies. Approval must be based on the criteria outlined in this policy; Meeting these criteria does not guarantee approval.
- 3) This policy must be approved by the elected body of the City of Byron and submitted to the Minnesota Department of Employment and Economic Development (DEED).

#### **IV. Objectives:**

A) All business subsidies must meet a public purpose defined as meeting one or more of the following criteria.

1. Retain and/or enhance the economic base of the community which includes increasing the tax base, ~~number of jobs~~, or any other measurement defined by the elected body of the city.
2. Create or retain high quality jobs. ~~Job retention may only be used as a public purpose in cases where job loss is specific and demonstrable.~~
3. ~~Create and retain persons for political, economic, social and community leadership roles~~
4. Protect or enhance a community asset identified by the Byron Economic Development Authority
5. Facilitate or create ~~Encourage~~ additional un-subsidized development as a result of the project.
6. Remove, redevelop or rehabilitation “blighted areas” as defined by Minnesota Statute 469.002 subd. 11
7. Fund environmental cleanup, restoration, sustainable land use ~~p~~ or Brownfield redevelopment
8. Improve upon or create new public infrastructure that is resilient and sustainable including but not limited to, stormwater management, water conservation and public health.
9. ~~Remove physical impediments to development of land~~

B) The City of Byron will provide subsidies to business or development projects only in instances where the project would not go forward but for the existence of the subsidy.

C) The intent of any business subsidy provided by the city is to supply “Gap” financing, or the difference between the amount of the project that can be financed privately, and the amount that is required to ensure project completion.

D) The city will ensure that the benefits of any business subsidy will create benefits equal or greater to the amount of the subsidy. Benefits will be measured in relation to the criteria to determine public purpose.

## V. Business Subsidy Approval Criteria:

1. **Public Purpose.** Any entity requesting a business subsidy must be able to reasonably exhibit the benefits of that subsidy in relation to a public purpose defined by the criteria in section IV.
2. **Job Creation and Retention.** The City of Byron shall have an overall goal of ensuring recipients of subsidies, create or retain a number of jobs appropriate to the amount of the subsidy. Additionally, recipients are encouraged to give priority to hiring residents of the City of Byron residents.
3. **Wage Floor.** Jobs created as a result of a business subsidy shall be A “Living Wage Job” Paying wages equal to or greater than the Cost of Living Hourly Wage, for the SE MN Region 10, for the current year as defined by the MN Department of Employment and Economic Development (DEED) (\$15.65 in 2016) which pays wages and health benefits that total at least the rate of 110% of the current poverty level for a family of four as defined by the U.S. Department of Health and Human Services (wage at \$26,730 in 2016).
4. **Private Investment and Financial Feasibility.** The city shall ensure that the amount of private investment is maximized. Additionally, business subsidies will not be provided to projects that are financially feasible without the granting of the subsidy by the city. ~~In effect, business subsidies will not be provided for business or development projects solely for the purpose of adding to a profit margin.~~ Developer or business must provide any information that the city deems necessary to determine financial feasibility including market and financial feasibility studies, appraisals, audits, or any other information that the city requires in order to proceed.

**Generally business subsidy policy allows subsidized amounts of up to ten percent of the estimated total project cost. The suggested additions allow the EDA to state the findings of fact for approval or denial of subsidy request.**

5. **Zoning and Land Use.** The project is in compliance with zoning ordinances and constitutes the highest and best use of the available property, or an exemption is granted by the city, or required changes to the ordinance are under active consideration.
6. **Public Process.** Approval of any business subsidy requires a public hearing.

7. **Chamber/Community Involvement.** During the time period of the subsidy the Economic Development Authority encourages the business to hold a current membership with the Byron Chamber of Commerce to demonstrate the businesses willingness to participate with existing Byron businesses.

*The City of Byron may deviate from wage and job criteria by documenting the reason in writing for the deviation and attaching a copy of this reason to the next annual Business Subsidy Report submitted to DEED.*

## **VI. Subsidy Agreements:**

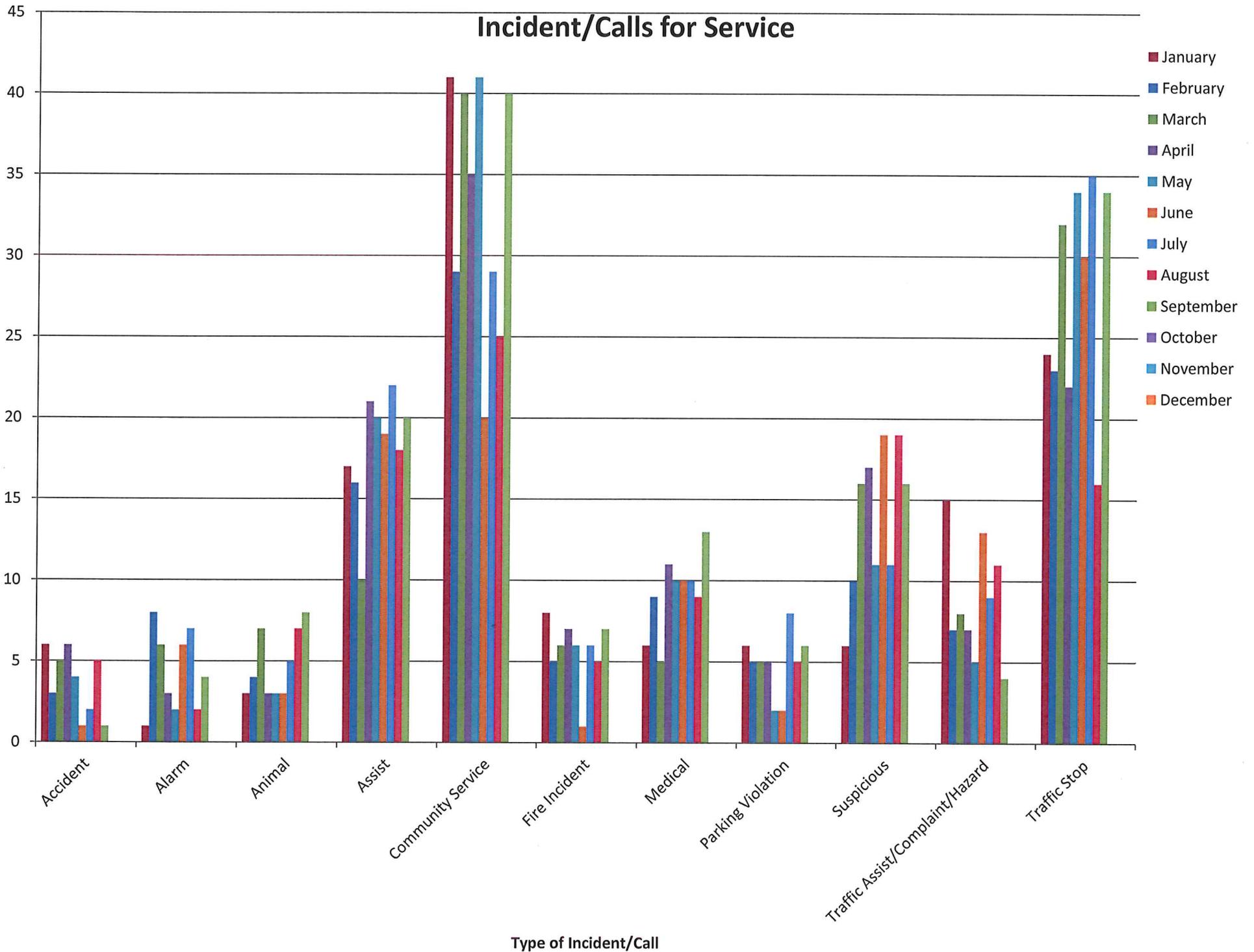
In accordance with the criteria outlined in M.S. §§ 116J.994 (sub 2), any entity receiving a business subsidy must enter into a subsidy agreement with the city of Byron. This agreement must contain the following:

- (1) a description of the subsidy, including the amount and type of subsidy, and type of district if the subsidy is tax increment financing;
- (2) a statement of the public purposes for the subsidy;
- (3) an outline listing the measurable, specific, and tangible goals for the subsidy;
- (4) a description of the financial obligation of the recipient if the goals are not met;
- (5) a statement of why the subsidy is needed;
- (6) a commitment to continue operations in the jurisdiction where the subsidy is used for at least five years after the expiration date of the subsidy benefit;
- (7) the name and address of the parent corporation of the recipient, if any; and
- (8) a list of all financial assistance by all grantors for the project.
- (9) Business subsidies in the form of grants must be structured as forgivable loans. For other types of business subsidies, the agreement must state the fair market value of the subsidy to the recipient, including the value of conveying property at less than a fair market price, or other in-kind benefits to the recipient.
- (10) Specifically list the number of FTE jobs to be created or retained, if any, within two years of the subsidy benefit (or no later than one year after the commencement of construction of building in the case of JOBZ benefits) including wage goals for these jobs.
- (11) Set forth any required fees or costs to the applicant for services administered by the city/EDA.

## **VII. Additional Requirements Business Subsidy Benefits**

The City of Byron shall require all businesses receiving a business subsidy through the Byron EDA to comply with all statutory requirements.

# Incident/Calls for Service



# City of Byron

## Notes from the Desk of MBH (Mary Blair-Hoeft)

October 2016

Volume 6, No. 10

***In decision making, the moral of the character of the decision maker determines the quality of the decisions. Henri Foyal***

**Continuing Disclosure Report:** Each year we are required to update the Continuing Disclosure Report as a requirement of our bonds. I am working with Northland Securities to get this done. This report lists our debt, number of permits issued over nine years, tax valuations, major employers, etc. It is my understanding that this requirement started after the Lehman Brothers Scandal in 2008. It allows the bond rating companies to review our status to see if we are maintaining our bond rating. It will increase our fees for bonding. A fun fact, in 2007 Lehman Brothers was ranked the #1 most admired securities firm by Fortune Magazine.

**Healthy Living Grant:** City staff members were offered flu shots as part of the healthy living grant. A Dietitian also spoke about healthy eating to prevent illness. Participants of the walking challenge will be awarded gift cards.

**J2G Quarterly Meeting:** The meeting was held in Pine Island on the 19th to gather the public to hear updates on what J2G is doing. The brochure is on the Council table.

**Multi-Hazard Mitigation Plan Meeting:** I will be attending a session offered by the County to discuss disaster planning.

**Solar Company:** I am working with a solar company to determine the return on investment for the City to consider investing in solar. At this time they are evaluating our Xcel Energy bills and gathering usage information. We have not committed to anything,, just gathering the information.

**Mayoral Forum:** The Byron Chamber of Commerce is sponsoring the forum on October 26th at 7PM. The three Mayoral candidates will meet in the Chambers of City Hall to answer questions of the public.

**2016 Election:** City staff is working hard to make sure the elections occur smoothly in Byron. It is very helpful if people make sure they are registered properly prior to election day. The other item is write-ins. Every write-in gets placed in a different area of the ballot box and requires manual counting. PLEASE, Please, please, only write-in people who you know are running a write-in campaign. Writing in deceased people and cartoon characters only creates more work that has to be done at the end of a long day. Spread the word :)

**BCRC aka Byron Community Recreational Complex** is behind approximately two months. This is because of the wet weather we had this construction season. This means that we do not plan to use the green space or fields until the Spring of 2018. This will only happen if the weather is good to us next summer.

**EDA Consultant Contract w/Joe:** Joe has informed me and the EDA members that he will be in the Philippines for the next few months. He has a friend starting a business there and he has requested Joe's help. Joe is willing to work from there on projects. We will see if that works. He is expecting to be there about three months.

**CEDA Partnership:** I will be attending an event sponsored by CEDA to listen to a speaker on growing rural businesses and communities.

**Just for fun . . .** Sweet corn is a major industry in Minnesota, with the state ranking first in the country for production and accounting for one-third of the entire U.S. crop. Most Minnesota sweet corn will be either frozen or canned for resale.



# People's Energy Cooperative

Your Touchstone Energy® Cooperative 

October 11, 2016

2015 amount - \$727.31  
2014 amount - \$567.30

City of Byron  
680 Byron Main Court NE  
Byron, MN 55920

To Whom It May Concern:

One of the benefits of being a member-owner of an electric cooperative is that you share in its success. Two indicators of our success include providing safe and reliable electricity at fair and reasonable prices and returning over \$6.66 million in capital credits over the past 10 years.

As a not-for-profit organization, People's Energy Cooperative returns profits or margins from previous fiscal years to its members through capital credits based on the portion of electricity purchased by each member. Capital Credits, sometimes referred to as patronage dividends or member equity, represent your share of the ownership in the Cooperative and are part of your capital investment in the Cooperative.

This month, People's Energy Cooperative (PEC) is retiring a total of \$791,757 in capital credits. This amount is based on the following:

- PEC retired \$537,573 and Dairyland Power Cooperative (DPC), our power supplier, retired \$254,184.
- PEC retired four percent of its capital credits; 50 percent of which were based on retiring the oldest capital credits; the remaining 50 percent were retired on a percentage of the remaining years.
- PEC retires the DPC portion of capital credits to our members as DPC retires the dollars to us.

Cooperatives are the most democratic form of free enterprise in the country. Our members are owners who have direct input into the decision making process of the organization through the locally-elected Board of Directors and receive electricity based on the cost of service.

As a commercial, industrial, or large agricultural member, you are a key part of the Cooperative's success. If you have plans to grow your business or thoughts on ways we might work together, please contact Brandon Johnson, our key accounts specialist and energy advisor at (507) 367-7050 or [bjohnson@peoplesrec.com](mailto:bjohnson@peoplesrec.com).

Sincerely,



Elaine J. Garry  
President & CEO



Brandon Johnson  
Key Account Specialist / Energy Advisor

Enclosure | Capital Credit check

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

**Meeting Date: October 25, 2016**

**Originating Dept:** Administration

**Introduction:** Currently the City of Byron charges every business/residence a \$3 fixed rate for the use of water. Right now this rate is not based on the size of the meter coming into the building, that means that a building with a 2" meter is charged the same \$3 as the typical home of a 5/8" meter.

I am proposing that we change two things.

1. The base price should go up to \$4.50 for all 5/8" meters.
2. The base rate should also correlate with the meter size. Currently the city has 2059-5/8" meters 9-3/4" meters; 17-1" meters; 20 -1.5" meters; 18-2" meters; 7-3" meters and 1-4" meter. The attached resolution states the fixed water rate for each meter size.

These two changes will generate \$43,047 for the water fund. The City has not changed the water fees since 2011. I have attached Resolution 2015-07 which shows the rate set at \$3 for water fixed charge. The fixed rate is the only portion of this resolution that we are requesting to change.

**Action Requested:** Approve Resolution 2016-39 setting the fix water rate

**Reviewed By:**

**Preparer:** MBH

**Signature:**





## RESOLUTION 2016-39

### A RESOLUTION CREATED AND PASSED WHICH AMENDS THE WATER FIXED RATE SCHEDULE FOR THE CITY OF BYRON

This Resolution shall override Resolution 2015-07 as it pertains to the Water Operating Fixed Charge.

**SECTION 1.** Water and Sewer User Rate Schedule: The City has a fiscal responsibility to maintain proper cash flow in the enterprise funds.

AND; the City Council reviews the rates annually to determine if they are meeting their fiscal responsibility;

AND; the auditor's annual review includes the cash flow of enterprise funds and makes recommendations based on this information.

NOW, THEREFORE, the City of Byron shall set the rates based on the meter size:

Operating Fixed Charge Minimum. The meter size determines minimum charge as set forth in the table below. This shall supersede any lesser water charges for any given billing period.

<u>Meter Size (in inches)</u>	<u>Minimum Charge (per month)</u>
5/8" meter	\$ 4.50
3/4" meter	\$ 4.70
1" meter	\$ 6.25
1 1/4" meter	\$ 7.80
1 1/2" meter	\$ 9.35
2" meter	\$ 12.50
3" meter	\$ 18.75
4" meter	\$ 23.00
6" meter	\$ 37.50

This resolution shall take effect with the usage from mid-November to mid-December, which is billed out no later than January 5th, 2016.

Passed by the Byron City Council the 25th day of October, 2016

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Mary K. Blair-Hoeft  
City Administrator

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Ann Diercks  
Mayor

## RESOLUTION 2015-07

### A RESOLUTION CREATED AND PASSED WHICH AMENDS THE WATER AND SEWER USER RATE SCHEDULE FOR THE CITY OF BYRON

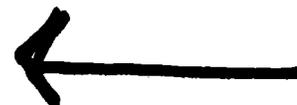
This resolution shall override Resolution 2011-10.

**SECTION 1.** Water and Sewer User Rate Schedule: The City has a fiscal responsibility to maintain proper cash flow in the enterprise funds.

AND; the City Council reviews the rates annually to determine if they are meeting their fiscal responsibility; AND; the auditor's annual review includes the cash flow of enterprise funds and makes recommendations based on this information.

NOW, THEREFORE, the City of Byron shall set the rates as follows:

WATER: Operating Fixed Charge: \$3.00 per hook-up per month  
Operating and Maintenance Charge:  
    \$.354 per 1000 gallons from 1,001 up to 11,999 gallons.  
    \$4.44 per 1000 gallons from 12,000 to 18,999 gallon  
    \$4.94 per 1000 gallons exceeding 19,000 gallons



The tiered rates are developed because the City of Byron understands their obligation to promote water conversation.

SEWER:      **2015: Operating Fixed Cost Charge: \$17.00 per hook-up per month**  
                  **Operating and Maintenance Charge: \$ 6.23 per 1000 gallons**

**2016: Operating Fixed Cost Charge: \$17.00 per hook-up per month**  
                  **Operating and Maintenance Charge: \$ 6.38 per 1000 gallons**

**2017 Operating Fixed Cost Charge: \$17.00 per hook-up per month**  
                  **Operating and Maintenance Charge: \$ 6.53 per 1000 gallons**

**2018 Operating Fixed Cost Charge: \$17.00 per hook-up per month**  
                  **Operating and Maintenance Charge: \$ 6.68 per 1000 gallons**

**2019 Operating Fixed Cost Charge: \$17.00 per hook-up per month**  
                  **Operating and Maintenance Charge: \$ 6.83 per 1000 gallons**

This Resolution shall take effect with the usage from mid-April to mid-May, which is billed out no later than June 5, 2015.

**SECTION 2.** The consumer will be invoiced for all gallons that are pumped through the water meter with no cap. Those wishing to have an irrigation meter may do so by contacting City Hall.

Passed by the Byron City Council the 10th day of March, 2015.

  
Mary K. Blair-Hoef  
City Administrator

  
Ann Diercks  
Mayor



**Resolution 2016-40  
City of Byron**

**RESOLUTION CERTIFYING NUISANCE CLAIMS  
TO THE COUNTY AUDITOR**

WHEREAS, during 2016, the City of Byron provided nuisance abatements to properties within the City; and

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

NOW, THEREFORE BE IT 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. Scott Marshall   | \$262 |
| 314 - 1st Avenue NW |       |
| Byron, MN 55920     |       |
| 75.32.13.027441     |       |

The County Auditor shall collect these charges including 4.9% interest, along with property taxes collected in 2017.

ADOPTED, this 25<sup>th</sup> day of October, 2016.

ATTEST:

\_\_\_\_\_  
Mary Hoef, City Administrator

\_\_\_\_\_  
Ann M. Diercks, Mayor

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Byron, MN** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as:

### **South Sanitary Sewer Service Area Analysis**

and,

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached STANDARD TERMS AND CONDITIONS.

### **Scope of Services**

#### **Project Description:**

The Client has requested that a Sanitary Sewer Service Area Analysis be developed to evaluate options for expanding sanitary sewer service to a new sewershed generally defined as being south of Highway 14 adjacent to 2<sup>nd</sup> Avenue SW and Frontier Road.

WHKS shall perform the following described services for the Client:

1. Project Management and Meetings
  - Perform general project administrative duties including supervision and coordination, review of project costs and billings, prepare invoices using Consultant's standard forms, and general administrative activities.
  - Hold kick-off meeting with Client to discuss the project and review the scope.
  - Advise the Client of the necessity of obtaining Special Engineering Services, and act as the Client's representative in connection with any such services not actually performed by WHKS.
2. Review existing data, including current sanitary sewer mapping information, the December 2000 Sanitary Sewer Collection System Master Plan, the Byron 2030 Comprehensive Plan, and the Orderly Annexation Agreement with Kalmar Township.
3. Prepare a Sewer Service Area Analysis to address the needs of expanding the sanitary sewer service to the project area, which will include the following:
  - A description of the existing sanitary sewer collection system, including current extents and pipe capacities.
  - A description of the boundaries of the proposed sanitary sewer service area expansion.

- Field investigation of existing sanitary sewer piping to determine actual dry weather flows.
  - Analysis of the proposed sanitary sewer service area expansion, including calculation of sewer flows, sizing of the sanitary sewer improvements, preliminary project cost estimates, and project cost recovery options.
  - Evaluation of the need for a lift station and force main to serve the sewer service area. Evaluation to include lift station location and configuration, as well as force main sizing, route and likely installation technique(s).
  - Evaluation of the option to abandon the existing Frontage Road Lift Station and incorporate the existing Frontage Road Sewer District into the new sewer service area.
  - Analysis of the existing sanitary sewer collection system piping downstream of the proposed force main connection to determine any potential capacity issues within the collection system.
  - Proposed Schedule for design and construction of proposed improvements to incorporate the sanitary sewer service area expansion into the collection system.
4. Provide two (2) bound copies of the Sanitary Sewer Service Area Analysis to the Client and present the report findings at a City Council meeting.

The Following services are excluded from the scope and will be completed under a future agreement if requested.

1. Negotiation for easements and site acquisition.
2. Geotechnical analysis.
3. Design phase and construction phase engineering services.
4. State Revolving Loan Fund or Rural Development Funding Assistance.
5. Sanitary sewer flow metering and modeling

**Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:

Billed hourly with an estimated fee of \$18,000, including expenses.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Byron**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: William Angerman  
 Title: Executive Vice President, COO

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

### 2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### 3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### **15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### **16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

#### **17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### **18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### **19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

#### **20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

#### **21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

#### **22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

#### **23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

#### **25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

## **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

## **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09