

CITY COUNCIL MEETING
TUESDAY SEPTEMBER 12, 2023
6:00 PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE, BYRON MN 55920

To Provide Valued Public Service and Guide the City with Innovative Thinking Toward Smart Growth.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) APPROVE AGENDA
- 4) APPROVE CONSENT AGENDA - 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.
 - 4.a City Council Meeting Minutes August 8, 2023
 - 4.b Approval After Payment 8.22.23 - \$71,688.89
 - 4.c Warrant List - 9.12.23 - \$798,165.20
 - 4.d Planning and Zoning Minutes; July 10, 2023
 - 4.e Byron WWTP Pretreatment Advertisement for Bids
 - 4.f Country Club Road Extension Project Pay Request 7 - DeCook Excavating - \$950.00
 - 4.g WWTP Equipment Evaluation Professional Services Agreement
 - 4.h Byron Development Engineering Standards/Specifications/Details
 - 4.i 2nd Ave (CSAH 5) Sanitary Sewer, Forcemain, & Lift Station Pay Request No. 13 - DeCook Excavating - \$140,279.13
 - 4.j SAP 249-594-001 20th Street Improvements Pay Request No. 7 - Jensen Excavating & Trucking LLC - \$307,594.97
 - 4.k 2023 Street Improvement Pay Request No 4 - SL Contracting - \$177,114.58
 - 4.l Annual LMC and MMA Association Dues Renewal
- 5) COMMUNICATIONS, REPORTS AND PETITION
 - 5.a Presentation of 2024 Preliminary Budget, CIP and Levy Recommendation
 - 5.b Set Truth in Taxation Hearing dates
 - 5.c Byron Newsletter; August
 - 5.d Incident and Calls for Byron; FYI
- 6) PUBLIC HEARING
 - 6.a Cannabis Discussion
 - 6.b Trash Haulers Ordinance Revisions
- 7) ORDINANCES
 - 7.a Cannabis Moratorium Ordinance
 - 7.b Refuse Hauler's Ordinance
- 8) RESOLUTIONS
 - 8.a RES 2023-23; Accepting Fire Department Donation
 - 8.b RES 2023-24; 2024 Preliminary Levy Adoption
 - 8.c Resolution 23-25; Metes and Bounds Request Somerby Golf Community West

- 9) UNFINISHED BUSINESS
 - 9.a [Aspen Waste Refuse Haulers Application](#)
 - 9.b [Byron 47, LLC; Bear Path Apartments](#)

- 10) NEW BUSINESS
 - 10.a [Byron Community Marketing](#)
 - 10.b [Byron Towne Square Agreement](#)
 - 10.c [Outdoor Warning Siren MOU](#)
 - 10.d [Delinquent Utilities](#)
 - 10.e [Personnel Committee Recommendation](#)

11) 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.”

12) COMMITTEE BOARD REPORTS/OPEN DISCUSSION

- 13) CLOSED SESSION
 - 13.a [Pending Litigation](#)
 - 13.b [Pending Purchase](#)

14) ADJOURN

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: City Council Meeting Minutes August 8, 2023

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Cami Reber

ATTACHMENTS:
[8.8.23 Council Minutes](#)

BYRON CITY COUNCIL MEETING
TUESDAY, August 8, 2023
6:00 PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE, BYRON MN 55920
*To Provide Valued Public Service and Guide the City with Innovative
Thinking Toward Smart Growth.*

- 1) **CALL TO ORDER** - Mayor Glassmaker called the meeting to order at 6:00 pm on Tuesday, August 8, 2023.

Members Present: Daryl Glassmaker, Steven Cook, Dan Even, Matt Brekke.

Also Present: Gretta Becay, Byron Deputy Christopher Streed, Scott Wilde, Lisa Jessen, Bob Pries, Travis Nemechek. Debie Meyer, Derek Holmen, Missy Krogstad, Kelsey Krogstad, Deputy Clerk/Accounting Technician Robby Horsman, Public Works Superintendent Tom Ricke, City Administrator Al Roder.

Members Absent: Justin Blom

- 2) **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was recited by all.
- 3) **APPROVE AGENDA** - Mayor Glassmaker stated that there were two changes to the agenda; remove item 9.b and move item 9.e to 5.e.

Member Cook with the motion to approve the agenda with changes noted, seconded by Member Even. Motion carried unanimously.

- 4) **APPROVE CONSENT AGENDA**- Member Cook with the motion to approve the consent agenda, seconded by Member Brekke. Motion carried unanimously. *Note: Discussion to come regarding the Byron Homecoming Parade Route.*
- 4.a City Council Minutes; July 11, 2023
 - 4.b BEDA Minutes 6.20.23
 - 4.c Park Board Minutes - 5.22.23
 - 4.d Approval After Payment 7.25.23
 - 4.e Employee Classification Appeal
 - 4.f 2nd Ave (CSAH) Sanitary Sewer, Forcemain & Lift Station Project Pay Request 12 - Decook Excavating - \$116,125.63
 - 4.g Country Club Road Extension Project Pay Request 6 - Decook Excavating - \$164,428.37
 - 4.h SAP 249-594-001 20th Street Improvements Pay Request 6 - Jensen Excavating & Trucking LLC - \$145,095.00
 - 4.i East Village 4th Turn Lanes - Pay Request 4 - Rochester Sand & Gravel - \$64,061.98
 - 4.j 2023 Street Improvements - Pay Request 3 - SL Contracting - \$193,830.87
 - 4.k Klingvall Water Tower Painting Change Order 1 & 2; \$6,550 & \$1,500
 - 4.l Klingvall Water Tower Painting Pay Request 1 - J.R. Stelzer Co; \$234,724.10
 - 4.m Byron Homecoming Parade
 - 4.n Warrant List - 8.8.23 - \$1,051,233.63

- 5) **COMMUNICATIONS, REPORTS AND PETITION**

5.a **2023 GND Medallion Winners: Missy & Kelsey Krogstad**

5.b **Byron Fire Relief Financial Statements: Scott Wilde** - Wilde presented a brief presentation on the Byron Fire Relief Financial Statements.

-Member Brekke with the motion to approve the Byron Firefighters 22 financial statement as presented, seconded by Member Even. Motion carried unanimously.

-Member Even with the motion to approve the increase to \$2,800, seconded by Member Brekke. Motion carried unanimously.

5.c **Byron Newsletter; July**

5.d **Incident and Calls for Byron; FYI** - Deputy Streed summarized the following:

There has been no update on the deceased person found near City Hall. There were two hundred and thirty seven calls for service in July and this was a little less than the average during the summer. Alcohol compliance checks were done in July and every business passed.

5.e **Veterans Memorial Donation Discussion**- Bob Pries and Travis Nemechek gave an update on the Veterans Memorial project and explained how much money they have raised for the memorial and how they were short about twenty five thousand dollars that are needed to finish the project. The Council increased the amount to an even twenty six thousand dollars. Pries explained that the funds would help have the project completed this fall, with the ribbon cutting to be held this coming Memorial day.

Member Cook with the motion to approve twenty six thousand dollars for the Veterans Memorial fund, seconded by Member Brekke. Motion carried unanimously.

6) **PUBLIC HEARING - None**

7) **RESOLUTIONS**

7.a **Resolution 23-22 - Data Practice Responsible Authority** - Roder explained that the Data Practice Responsible Authority would be Cami Reber.

Member Cook with the motion to approve Resolution 23-22, seconded by Member Even. Motion carried unanimously.

8) **UNFINISHED BUSINESS - None**

9) **NEW BUSINESS**

9.a **Delinquent Utilities** - Member Cook with the motion to approve Delinquent Utilities, seconded by Member Even. Motion carried unanimously.

9.b ~~Byron Pay Plan MOU~~- Removed from agenda.

9.c **Refuse Haulers Ordinance Discussion** - Roder explained that the council had two options; one is to waive the city code restricting the two haulers and allowing Aspen Waste to come in for commercial and industrial waste, and the other is to table this until September and allow the city to have a full ordinance update for that piece that would meet the state requirements. Roder also explained that if the city code was waived, it would be for everyone and not just a specific hauler.

Member Cook with the motion to table the discussion on the Refuse Hauler Ordinance Discussion, seconded by Member Brekke. Motion carried unanimously.

9.d **Cannabis Discussion** - Roder explained the following:

Cannabis sales are not currently legal in Minnesota until January 1, 2025. Olmsted County has proposed to do a moratorium on cannabis sales county wide, including the cities that wish to participate until January 1, 2025. The state has not finished their rule making yet. Roder asked for direction on the cannabis moratorium and following the county's lead, if Olmsted County does not follow through with the moratorium then the city would initiate it with a public hearing in September. Roder explained that the city has the right to leave the moratorium at any time, and after the moratorium the city has the right to make its own rules regarding cannabis regulation.

Member Cook with the motion to follow the Olmsted County moratorium as it is developed for Cannabis Dispensaries, seconded by Member Cook. Motion carried unanimously.

9.e ~~Veterans Memorial Donation Discussion~~

- 10) **PUBLIC COMMENTS** - Mayor Glassmaker called for public comments three times.
- 11) **COMMITTEE BOARD REPORTS/OPEN DISCUSSION** - Summarized Below:
Roder explained the following: There is a school finance meeting tentatively scheduled for August 17th as well as a Fire Relief Association meeting to happen in the next two weeks. Strategic Planning initiatives are moving forward and the Diversity Committee had its first meeting. The Marketing Committee also met and will forward their recommendation to BEDA. The RMS ribbon cutting ceremony is scheduled for the 17th.
- Ricke explained the following: Thanks to the Lions Club donation, doggie stations will be installed along the bike paths within Byron. The Park Board wanted to make sure that the Council was aware of the responses for splash pads from the survey. It was a very popular topic from the survey, and could be an asset to the community. The lift station is set to be tested Thursday, the West Frontage Road will be closed Friday for about seven to ten days and a detour map will be posted. The County 5 project: the water main infrastructure on 7th Street is completed with 4th Street hoping to be completed by this week with the paving of 4th and 7th done by the end of next week. Sidewalks are installed on 9th Avenue, 7th Street, 6th Avenue with sod to be installed soon. The water tower is nearly completed and will be filled on Monday and should be ready for use by Friday next week. Turn Lanes on County Road 3 are completed.
- Mayor Glassmaker explained the following: The Good Neighbor Days parade was great and National Night Out was held in Byron. A Summer Fun event will be held at City Hall on Wednesday. The event is a concert, Mason Dixon Line is the band.
- Even Explained the following: Residents in Somerby are grateful to the Public Works Department for filling in potholes in the Somerby area.
- 12) **ADJOURN**- Member Brekke with the motion to adjourn the meeting at 6:47 pm, seconded by Member Cook. Motion carried unanimously.

Daryl Glassmaker, Mayor

Al Roder, City Administrator

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Approval After Payment 8.22.23 - \$71,688.89

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
[Approval After Payment 8.22.23 - \\$71,688.89](#)

User: rhorsman

BANK CODE: GEN CHECK DATE: 08/23/2023 INVOICE PAY DATE FROM 08/09/2023 TO 08/22/2023

DB: City Of Byron

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
08/23/2023	GEN	49388	101823	ANCOM COMMUNICATIONS	21.63	0.00	21.63	1
08/23/2023	GEN	49389	314	ARAMARK	84.99	0.00	84.99	1
08/23/2023	GEN	49390	129	BAHR ELECTRIC	924.50	0.00	924.50	2
08/23/2023	GEN	49391	102070	BECAY, GRETTA	1,115.78	0.00	1,115.78	1
08/23/2023	GEN	49392	9244	BYRON AUTO REPAIR, INC	1,161.11	0.00	1,161.11	2
08/23/2023	GEN	49393	101209	CANADIAN PACIFIC RAILWAY	320.00	0.00	320.00	1
08/23/2023	GEN	49394	101974	CLEARWAY	6,470.80	0.00	6,470.80	1
08/23/2023	GEN	49395	232	CONSOLIDATED ENERGY COMPANY	175.00	0.00	175.00	1
08/23/2023	GEN	49396	101973	CORE AND MAIN LP	127.50	0.00	127.50	1
08/23/2023	GEN	49397	101990	DAVID DROWN ASSOCIATES INC	11,500.00	0.00	11,500.00	1
08/23/2023	GEN	49398	58	HAWKINS, INC	915.69	0.00	915.69	1
08/23/2023	GEN	49399	9170	KASSON HARDWARE HANK	48.92	0.00	48.92	3
08/23/2023	GEN	49400	101728	METERING & TECHNOLOGY SOLUTIONS	15.56	0.00	15.56	1
08/23/2023	GEN	49401	101254	MINNESOTA VALLEY TESTING LABS	181.50	0.00	181.50	1
08/23/2023	GEN	49402	102322	MN CITY/COUNCIL MANAGEMENT	164.40	0.00	164.40	1
08/23/2023	GEN	49403	102321	MN DEPARTMENT OF TRANSPORTATION	5,308.36	0.00	5,308.36	1
08/23/2023	GEN	49404	100760	MN FIRE SERVICE CERTIFICATION BOARD	126.00	0.00	126.00	1
08/23/2023	GEN	49405	101244	NATIONAL FLEET GRAPHICS	176.00	0.00	176.00	1
08/23/2023	GEN	49406	102301	O'REILLY AUTOMOTIVE, INC	476.72	0.00	476.72	4
08/23/2023	GEN	49407	100384	OLMSTED COUNTY	1,185.86	0.00	1,185.86	1
08/23/2023	GEN	49408	100716	ON SITE COMPANIES - OSSRO	923.50	0.00	923.50	6
08/23/2023	GEN	49409	9290	RDO EQUIPMENT CO.	354.02	0.00	354.02	1
08/23/2023	GEN	49410	102074	SANCO EQUIPMENT LLC	1,372.39	0.00	1,372.39	1
08/23/2023	GEN	49411	101841	ULINE	201.95	0.00	201.95	1
08/23/2023	GEN	49412	102319	ULTIMATE SAFETY CONCEPTS INC.	63.66	0.00	63.66	1
08/23/2023	GEN	49413	196	WHKS	1,911.14	0.00	1,911.14	1

Num Checks: 26

Num Stubs: 0

Num Invoices: 38

Total Amount: 35,326.98

User: rhorsman

BANK CODE: GEN CHECK DATE: 08/23/2023 INVOICE PAY DATE FROM 08/09/2023 TO 08/22/2023

DB: City Of Byron

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
08/23/2023	GEN	600635(E)	100703	CHARTER COMMUNICATIONS	32.75	0.00	32.75	1
08/23/2023	GEN	600636(E)	56	CULLIGAN OF KASSON	61.95	0.00	61.95	1
08/23/2023	GEN	600637(E)	100123	FRONTIER	246.81	0.00	246.81	1
08/23/2023	GEN	600638(E)	102181	INVOICE CLOUD	2,334.22	0.00	2,334.22	2
08/23/2023	GEN	600639(E)	102121	METRONET	681.88	0.00	681.88	1
08/23/2023	GEN	600640(E)	138	MINNESOTA ENERGY RESOURCES CO.	2,756.51	0.00	2,756.51	2
08/23/2023	GEN	600641(E)	137	PEOPLE'S ENERGY COOPERATIVE	10,843.87	0.00	10,843.87	1
08/23/2023	GEN	600642(E)	102224	PITNEY BOWES	929.10	0.00	929.10	1
08/23/2023	GEN	600643(E)	102156	US BANK CORP PYMNT SYSTEM	4,305.79	0.00	4,305.79	26
08/23/2023	GEN	600644(E)	101013	WEX BANK	805.37	0.00	805.37	1
08/23/2023	GEN	600645(E)	102283	WEX HEALTH	35.75	0.00	35.75	1
08/23/2023	GEN	600646(E)	101867	WM CORPORATE SERVICES, INC.	1,151.50	0.00	1,151.50	1
08/23/2023	GEN	600647(E)	100340	XCEL ENERGY	12,176.41	0.00	12,176.41	1

Num Checks: 13

Num Stubs: 0

Num Invoices: 40

Total Amount: 36,361.91

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check
Check <None>						
101-41310-40380	0506629156 - OLD CITY HA	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		68.36
101-41310-40380	51-4534353-1 - OLD CITY	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		90.82
101-41320-40207	EDUCATEEXP/MEMBERSHIP/PE	MINNESOTA STATE COLLE	MUNICIPAL CLERKS ADVANCED ACADEMY	MCAA 217885		275.00
101-41320-40207	EDUCATEEXP/MEMBERSHIP/PE	MN GFOA	REGISTRATION FOR 2023 MNGFOA ANNUA	8.1.23		250.00
101-41320-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	8.2.23		10.00
101-41320-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	7.27.23		125.00
101-41320-40211	OPERATING SUPPLIES	ZOOM	ZOOM ONEPRO MONTHLY	INV213222944		17.17
101-41320-40300	PROFESSIONAL SERVICES	GOOGLE	WORKSPACE	4773070366		104.00
101-41320-40300	PROFESSIONAL SERVICES	WEX HEALTH	MONTHLY BENEFITS SOLUTION FEE	001789931-IN		11.92
101-41320-40311	TRAVEL-ROOM/MEAL/MILES/P	TAY HO	LMC-POLICY	7.18.23		10.97
101-41320-40320	507-517-4025 - ADMIN HOT	VERIZON WIRELESS	PHONE SERVICES	JULY		40.23
101-41330-40320	COMMUNICATIONS	PITNEY BOWES	FOLDING MACHINE LEASE	3106212829		309.70
101-41940-40320	COMMUNICATIONS	METRONET	INTERNET/PHONE	7.16.23		269.45
101-41940-40380	0505190750 - CITY HALL	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		134.67
101-41940-40380	2037801 - CITY HALL	PEOPLE'S ENERGY COOPE	ELECTRICITY SERVICES	704-8.22.23		1,759.45
101-41940-40380	CITY HALL	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		150.72
101-42153-40211	OPERATING SUPPLIES	WEX BANK	FUEL	8.21.23		65.00
101-42153-40320	COMMUNICATIONS	GOOGLE	WORKSPACE	4773070366		24.00
101-42153-40320	507-259-0700 - 1ST RESPO	VERIZON WIRELESS	PHONE SERVICES	JULY		40.23
101-42153-40380	0505014429 - FIRE HALL -	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		33.61
101-42153-40380	FIRE HALL - 1ST RESPONDE	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		142.22
101-42210-40211	BASIC CABLE	CHARTER COMMUNICATION	FIRE TV	0130956072723		32.75
101-42210-40211	OPERATING SUPPLIES	KWIK TRIP	VISA FLEET	8.2.23		11.16
101-42210-40211	OPERATING SUPPLIES	WEX BANK	FUEL	8.21.23		168.53
101-42210-40211	OPERATING SUPPLIES	ZOOM	ZOOM	INV212762920		149.90
101-42210-40300	PROFESSIONAL SERVICES	GOOGLE	WORKSPACE	4773070366		60.00
101-42210-40320	507-775-2603 - FIRE HALL	METRONET	INTERNET/PHONE	7.16.23		105.31
101-42210-40320	507-535-9158 - FIRE IPAD	VERIZON WIRELESS	PHONE SERVICES	JULY		40.23
101-42210-40380	0505014429 - FIRE HALL -	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		33.61
101-42210-40380	FIRE HALL - FIRE	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		142.23
101-42210-40400	REPAIRS AND MAINTENANCE	AMAZON	12 V REPLACEMENT BULB	8.10.23		115.90
101-43123-40211	OPERATING SUPPLIES	CULLIGAN OF KASSON	SHOP WATER	22035822--07312		61.95
101-43123-40211	OPERATING SUPPLIES	WEX BANK	FUEL	8.21.23		437.95
101-43123-40211	OPERATING SUPPLIES	ZEPHYR TRAILER SALES	MOUNTING PLATE FOR 2' HITCH	CSA5756		105.00
101-43123-40320	507-624-0226 - PW ALARM	METRONET	INTERNET/PHONE	7.16.23		24.94
101-43123-40380	0504598391 - NEW SHOP BL	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		120.57
101-43123-40380	SHOP	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		143.96
101-43123-40380	51-0012305144-4 - PW BLD	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		23.17
101-43125-40320	507-624-0226 - PW ALARM	METRONET	INTERNET/PHONE	7.16.23		24.94
101-43160-40380	3392100 - SOMERBY WEST	PEOPLE'S ENERGY COOPE	ELECTRICITY SERVICES	704-8.22.23		2,187.11
101-43160-40380	51-6658727-7 - OLD TOWN	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		7,456.87
101-45124-40211	OPERATING SUPPLIES	AMAZON	PAPER TOWELS - POOL	7.25.23		83.98
101-45124-40211	OPERATING SUPPLIES	SUPERIOR SCREENERS	POOL HOODIES - EMBRODIERY	7.31.23		447.34
101-45124-40221	SMALL TOOLS & MINOR EQUI	COSTCO	POOL CHAIRS	8.11.23		518.81
101-45124-40380	507-775-6916 - POOL	METRONET	INTERNET/PHONE	7.16.23		100.51
101-45124-40380	0502554801 - POOL	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		996.27
101-45124-40380	51-5655698-4 - CITY POOL	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		484.30
101-45200-40211	OPERATING SUPPLIES	AMAZON	DOG WASTE BAGS	7.13.23		131.64
101-45200-40211	OPERATING SUPPLIES	KWIK TRIP	TRUCK FUEL	0094808		150.86
101-45200-40211	OPERATING SUPPLIES	KWIK TRIP	1 TON TRUCK FUEL	7.24.23		60.07
101-45200-40211	OPERATING SUPPLIES	MENARDS	PAINT - ICE RINK/GARBAGE BAGS	7.19.23		567.58
101-45200-40211	OPERATING SUPPLIES	WEX BANK	FUEL	8.21.23		43.18
101-45200-40221	SMALL TOOLS & MINOR EQUI	DOLLAR GENERAL	FANS -CITY HALL & SHOP	4.72		68.72

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check <None>							
101-45200-40320	507-624-0226 - PW ALARM	METRONET	INTERNET/PHONE	7.16.23		24.94	
101-45200-40380	0504275843 - ICE RINK	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		23.91	
101-45200-40380	3147000 - BCRC LIGHTS	PEOPLE'S ENERGY COOPE	ELECTRICITY SERVICES	704-8.22.23		3,562.86	
101-45200-40380	SHOP	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		143.96	
101-45200-40380	51-0013025857-3 - VALLEY	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		53.62	
601-49400-40207	EDUCATEEXP/MEMBERSHIP/PE	MINNESOTA RURAL WATER	MRWA OPERATOR EXPO REGISTRATION	7.26.23		150.00	
601-49400-40211	OPERATING SUPPLIES	HARBOR FREIGHT	TOOLS	7.25.23		72.54	
601-49400-40211	OPERATING SUPPLIES	KWIK TRIP	TRUCK FUEL	7.18.22		71.30	
601-49400-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	8.2.23		4.99	
601-49400-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	7.27.23		62.50	
601-49400-40211	OPERATING SUPPLIES	UNITED STATES POSTAL	WATER SMAPLES	7.21.23		12.60	
601-49400-40300	PROFESSIONAL SERVICES	GOOGLE	WORKSPACE	4773070366		104.00	
601-49400-40300	PROFESSIONAL SERVICES	INVOICE CLOUD	PROFESSIONAL SERVICES	7.31.23		716.56	
601-49400-40300	PROFESSIONAL SERVICES -	INVOICE CLOUD	CHASE CC FEES	8.1.23		450.55	
601-49400-40300	PROFESSIONAL SERVICES	WEX HEALTH	MONTHLY BENEFITS SOLUTION FEE	001789931-IN		11.92	
601-49400-40320	507-624-0226 - PW ALARM	METRONET	INTERNET/PHONE	7.16.23		24.93	
601-49400-40320	COMMUNICATIONS	PITNEY BOWES	FOLDING MACHINE LEASE	3106212829		309.70	
601-49400-40320	507-517-4193 - PW HOTSP0	VERIZON WIRELESS	PHONE SERVICES	JULY		40.24	
601-49400-40380	0505892164 - WELL 3	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		23.91	
601-49400-40380	1949401 - WATER TOWER	PEOPLE'S ENERGY COOPE	ELECTRICITY SERVICES	704-8.22.23		40.45	
601-49400-40380	SHOP	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		143.96	
601-49400-40380	51-6926612-8 - HILLDALE	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		4,010.87	
603-49450-40207	EDUCATEEXP/MEMBERSHIP/PE	MINNESOTA RURAL WATER	REGISTRATION FOR OPERATOR EXPO.	7.25.23		150.00	
603-49450-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	8.2.23		5.00	
603-49450-40211	OPERATING SUPPLIES	STAMPS.COM	STAMPS	7.27.23		62.50	
603-49450-40211	OPERATING SUPPLIES	UNITED STATES POSTAL	WATER SAMPLES	7.21.23		18.10	
603-49450-40211	OPERATING SUPPLIES	WEX BANK	FUEL	8.21.23		90.71	
603-49450-40300	PROFESSIONAL SERVICES	GOOGLE	WORKSPACE	4773070366		104.00	
603-49450-40300	PROFESSIONAL SERVICES	INVOICE CLOUD	PROFESSIONAL SERVICES	7.31.23		716.57	
603-49450-40300	PROFESSIONAL SERVICES -	INVOICE CLOUD	CHASE CC FEES	8.1.23		450.54	
603-49450-40300	PROFESSIONAL SERVICES	WEX HEALTH	MONTHLY BENEFITS SOLUTION FEE	001789931-IN		11.91	
603-49450-40320	WWTP ALARM - 507-196-110	FRONTIER	PHONE/ALARM SERVICES	8.1.23		246.81	
603-49450-40320	507-775-6414 - WWTP PHON	METRONET	INTERNET/PHONE	7.16.23		106.86	
603-49450-40320	COMMUNICATIONS	PITNEY BOWES	FOLDING MACHINE LEASE	3106212829		309.70	
603-49450-40320	507-951-0203 - TOM PHONE	VERIZON WIRELESS	PHONE SERVICES	JULY		40.23	
603-49450-40380	UTILITIES	MINNESOTA ENERGY RESO	317 FRONTIER RD SW - (AUTO PAY NOT	8.2.23		75.71	
603-49450-40380	0503132925 - SEWER PLANT	MINNESOTA ENERGY RESO	GAS SERVICES	7.12.23		1,245.89	
603-49450-40380	1167001 - WWTP	PEOPLE'S ENERGY COOPE	ELECTRICITY SERVICES	704-8.22.23		3,294.00	
603-49450-40380	WWTP	WM CORPORATE SERVICES	WASTE/RECYCLING SERVICES	8.1.23		284.45	
603-49450-40380	51-0012305144-4 - PW BLD	XCEL ENERGY	ELECTRICITY SERVICES - JULY	JULY		56.76	
			Total For Check <None>			36,361.91	
Check 49388							
101-42210-40300	PROFESSIONAL SERVICES	ANCOM COMMUNICATIONS	TECHNICAL SERVICE	116535	08/23/23	21.63	49388
			Total For Check 49388			21.63	
Check 49389							
101-43123-40211	OPERATING SUPPLIES	ARAMARK	SUPPLIES-SHOP TOWELS	2560160846	08/23/23	84.99	49389
			Total For Check 49389			84.99	
Check 49390							
603-49450-40418	OTHER SERVICES/CONTRACT	BAHR ELECTRIC	LOCATOR	102666	08/23/23	184.50	49390
603-49450-40418	OTHER SERVICES/CONTRACT	BAHR ELECTRIC	BID LED LIGHTS AT SEWR PLANT	102665	08/23/23	740.00	49390

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 49390			Total For Check 49390			924.50	
Check 49391							
101-41330-40320	COMMUNICATIONS	BECAY, GRETTA	JUNE AND JULY SERVICES	8.16.23	08/23/23	1,115.78	49391
			Total For Check 49391			1,115.78	
Check 49392							
101-43123-40400	REPAIRS AND MAINTENANCE	BYRON AUTO REPAIR, IN	EXHAUST REPAIR WESTERN STAR	98851	08/23/23	513.16	49392
101-45200-40400	REPAIRS AND MAINTENANCE	BYRON AUTO REPAIR, IN	REPAIRS ON F-150 5.0L PARKS TRUCK	98886	08/23/23	647.95	49392
			Total For Check 49392			1,161.11	
Check 49393							
603-49450-40207	EDUCATEEXP/MEMBERSHIP/PE	CANADIAN PACIFIC RAIL	RENT FEE	2600-2000160497	08/23/23	320.00	49393
			Total For Check 49393			320.00	
Check 49394							
101-41310-40380	11 4TH STREET NW - OLD C	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	79.31	49394
101-42153-40380	707 FRONTAGE RD NW - FIR	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	216.39	49394
101-42210-40380	707 FRONTAGE RD NW - FIR	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	216.39	49394
101-43123-40380	316 1ST AVE NW - PW BLDG	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	120.71	49394
101-43160-40380	10TH AVE NE - STOP LIGHT	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	663.31	49394
101-45124-40380	500 BYRON AVE N - POOL	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	635.28	49394
101-45200-40380	118 8TH ST NE - ICE RINK	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	181.95	49394
601-49400-40380	600 HILLDALE CT NW - WAT	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	3,742.80	49394
603-49450-40380	605 FRONTAGE RD NW - LIF	CLEARWAY	HIGHWAY 14 SOLAR	BYRON-12307	08/23/23	614.66	49394
			Total For Check 49394			6,470.80	
Check 49395							
603-49450-40211	OPERATING SUPPLIES	CONSOLIDATED ENERGY C	SHELL OMALA S2-WWTP OIL	2387560	08/23/23	175.00	49395
			Total For Check 49395			175.00	
Check 49396							
601-49400-40221	SMALL TOOLS & MINOR EQUI	CORE AND MAIN LP	T-HANDLE WRENCH W/PENTAGON SOCKET/	T266647	08/23/23	127.50	49396
			Total For Check 49396			127.50	
Check 49397							
101-41320-50581	LONG-TERM CAPITAL IMPROV	DAVID DROWN ASSOCIATE	CLASSIFICATION/COMPENSATION STUDY	00000601	08/23/23	11,500.00	49397
			Total For Check 49397			11,500.00	
Check 49398							
601-49400-40211	OPERATING SUPPLIES	HAWKINS, INC	CHLORINE CYLINDERS	6544094	08/23/23	915.69	49398
			Total For Check 49398			915.69	
Check 49399							
101-43123-40211	OPERATING SUPPLIES	KASSON HARDWARE HANK	MANHOLE FASTNER	321998	08/23/23	11.96	49399
101-43123-40211	OPERATING SUPPLIES	KASSON HARDWARE HANK	F250 PAINT OVERSPRAY'	321979	08/23/23	19.98	49399
101-45124-40400	REPAIRS AND MAINTENANCE	KASSON HARDWARE HANK	TOILET HANDLE	321895	08/23/23	16.98	49399
			Total For Check 49399			48.92	
Check 49400							
601-49400-50581	LONG-TERM CAPITAL IMPROV	METERING & TECHNOLOGY	METER/TWIST TIGHT/RUBBER GASKET	INV3068	08/23/23	15.56	49400
			Total For Check 49400			15.56	
Check 49401							
603-49450-40211	OPERATING SUPPLIES	MINNESOTA VALLEY TEST	MERCURY SAMPLES	1210216	08/23/23	181.50	49401

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount	Check
Check 49401			Total For Check 49401			181.50	
Check 49402							
101-41320-40207	EDUCATEEXP/MEMBERSHIP/PE	MN CITY/COUNCIL MANAG	RODER MCMA MEMBERSHIP RENEWAL	8.18	08/23/23	164.40	49402
			Total For Check 49402			164.40	
Check 49403							
413-43123-40300	PROFESSIONAL SERVICES	MN DEPARTMENT OF TRAN	20TH ST PROJECT MATERIAL TESTING F	P00017416	08/23/23	5,308.36	49403
			Total For Check 49403			5,308.36	
Check 49404							
101-42210-40207	EDUCATEEXP/MEMBERSHIP/PE	MN FIRE SERVICE CERTI	FIREFIGHTER CERTIFICATION EXAM @ R	11713	08/23/23	126.00	49404
			Total For Check 49404			126.00	
Check 49405							
101-41320-40211	OPERATING SUPPLIES	NATIONAL FLEET GRAPHI	MAGNETIC NAME TAGS	38992	08/23/23	176.00	49405
			Total For Check 49405			176.00	
Check 49406							
101-42210-40400	REPAIRS AND MAINTENANCE	O'REILLY AUTOMOTIVE,	MARKER LIGHT X2	6235-112842	08/23/23	9.06	49406
101-43123-40211	OPERATING SUPPLIES	O'REILLY AUTOMOTIVE,	CLAMPS	6235-113026	08/23/23	35.97	49406
101-43123-40400	REPAIRS AND MAINTENANCE	O'REILLY AUTOMOTIVE,	BATTERY FOR STERLING DUMP TRUCK	6235-112078	08/23/23	303.62	49406
101-45200-40400	REPAIRS AND MAINTENANCE	O'REILLY AUTOMOTIVE,	4720 TRACTOR BATTERY	6235-113661	08/23/23	128.07	49406
			Total For Check 49406			476.72	
Check 49407							
101-42110-40309	FEES AND FINES	OLMSTED COUNTY	TRIAL COURT - OLMSTED	0008261885	08/23/23	1,185.86	49407
			Total For Check 49407			1,185.86	
Check 49408							
101-45200-40410	RENTALS	ON SITE COMPANIES - O	BCRC	0001583245	08/23/23	107.50	49408
101-45200-40410	RENTALS	ON SITE COMPANIES - O	ICE RINK	0001583244	08/23/23	107.50	49408
101-45200-40410	RENTALS	ON SITE COMPANIES - O	MINNI GOLF PARK	0001583246	08/23/23	107.50	49408
101-45200-40410	RENTALS	ON SITE COMPANIES - O	OLD TOWNE PARK	0001583242	08/23/23	164.50	49408
101-45200-40410	RENTALS	ON SITE COMPANIES - O	VALLEYVIEW PARK	000158243	08/23/23	164.50	49408
101-45200-40410	RENTALS	ON SITE COMPANIES - O	SOCCER FIELDS	0001583241	08/23/23	272.00	49408
			Total For Check 49408			923.50	
Check 49409							
101-43125-40400	REPAIRS AND MAINTENANCE	RDO EQUIPMENT CO.	NEW BATTERY FOR JD LOADER	P3320902	08/23/23	354.02	49409
			Total For Check 49409			354.02	
Check 49410							
101-43123-40400	REPAIRS AND MAINTENANCE	SANCO EQUIPMENT LLC	MILLING MACHINE/ELECTRIC HARNESS	SW2010298	08/23/23	1,372.39	49410
			Total For Check 49410			1,372.39	
Check 49411							
603-49450-40211	OPERATING SUPPLIES	ULINE	DISPOSABLE GLOVES - WWTP	4385605	08/23/23	201.95	49411
			Total For Check 49411			201.95	
Check 49412							
101-42210-40211	OPERATING SUPPLIES	ULTIMATE SAFETY CONCE	OPERATING SUPPLIES	206369	08/23/23	63.66	49412
			Total For Check 49412			63.66	
Check 49413							
715-49000-40300	PROFESSIONAL SERVICES	WHKS	STONE HAVEN 3RD CONSTRUCTION OBSERV	48897	08/23/23	1,911.14	49413

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check
Check 49413			Total For Check 49413			<u>1,911.14</u>

08/23/2023 10:01 AM
User: rhorsman
DB: City Of Byron

INVOICE GL DISTRIBUTION REPORT FOR CITY OF BYRON
EXP CHECK RUN DATES 08/22/2023 - 08/22/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Chk Date	Amount Check
			Fund Totals:			
			Fund 101 GENERAL FUND			43,729.47
			Fund 413 20TH STREET PROJECT			5,308.36
			Fund 601 WATER FUND			11,052.57
			Fund 603 SEWER FUND			9,687.35
			Fund 715 STONEHAVEN III			1,911.14
			Total For All Funds:			<u>71,688.89</u>

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Warrant List - 9.12.23 - \$798,165.20

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
[Warrant List 9.12.23 - 798,165.20](#)

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	AMERICAN ENGINEERING TESTING, INC. PROFESSIONAL SERVICES Vnd: 102276 Invoice: INV-144215	Invoice: INV-144215 Ref#: 64303(20TH STREET IMPROVEMENT CONSTRUCTION MA 413-43123-40300 413-00000-20200	826.25	826.25
		Expected Check Run: 09/12/2023		<u>826.25</u>	<u>826.25</u>
09/12/2023	AP	ARAMARK OPERATING SUPPLIES Vnd: 314 Invoice: 2560170449	Invoice: 2560170449 Ref#: 64376(SUPPLIES-SHOP TOWELS,SOIL CONTAINER, CA 101-43123-40211 101-00000-20200	101.13	101.13
		Expected Check Run: 09/12/2023		<u>101.13</u>	<u>101.13</u>
09/12/2023	AP	AZ EMBROIDERY & SCREEN PRINTING LLC SPECIAL PROJECTS Vnd: 102323 Invoice: 19274	Invoice: 19274 Ref#: 64312(SET UP FEE/EMBROIDERY OF WORK ATTIRE) 101-41330-40405 101-00000-20200	585.92	585.92
		Expected Check Run: 09/12/2023		<u>585.92</u>	<u>585.92</u>
09/12/2023	AP	BAARTMAN, RANDALL CREDIT FORWARD Vnd: MISC Invoice: 09/05/2023	Invoice: 09/05/2023 Ref#: 64369(REFUND ACCT: 3307 - 1667 BRANDT DR NE) 601-00000-37290 601-00000-20200	29.83	29.83
		Expected Check Run: 09/12/2023		<u>29.83</u>	<u>29.83</u>
09/12/2023	AP	BADGER METER OTHER SERVICES/CONTRACT OTHER SERVICES/CONTRACT Vnd: 102094 Invoice: 80136673 Vnd: 102094 Invoice: 80136673	Invoice: 80136673 Ref#: 64313(AUGUST SERVICES) 601-49400-40418 603-49450-40418 601-00000-20200 603-00000-20200	264.34 264.35	264.34 264.35
		Expected Check Run: 09/12/2023		<u>528.69</u>	<u>528.69</u>
09/12/2023	AP	BAUSMAN, JOHN OPERATING SUPPLIES Vnd: 100750 Invoice: 8.28.23	Invoice: 8.28.23 Ref#: 64393(CLOTHING REIMBURSEMENT - BOOTS) 101-43123-40211 101-00000-20200	215.99	215.99
		Expected Check Run: 09/12/2023		<u>215.99</u>	<u>215.99</u>
09/12/2023	AP	BECAJ, GRETTA COMMUNICATIONS Vnd: 102070 Invoice: AUG.	Invoice: AUG. Ref#: 64387(AUGUST SERVICES) 101-41330-40320 101-00000-20200	566.32	566.32
		Expected Check Run: 09/12/2023		<u>566.32</u>	<u>566.32</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	BOYER, SCOTT CREDIT FORWARD Vnd: MISC Invoice: 09/05/2023	Invoice: 09/05/2023 Ref#: 64368 (REFUND ACCT: 2607 - 840 SOMERBY PKWY NE) 601-00000-37290 601-00000-20200	93.15	93.15
		Expected Check Run: 09/12/2023		93.15	93.15
09/12/2023	AP	BYRON AUTO REPAIR, INC REPAIRS AND MAINTENANCE Vnd: 9244 Invoice: 99048	Invoice: 99048 Ref#: 64314 (REPAIRS ON 2018 F250 6.2) 601-49400-40400 601-00000-20200	2,639.90	2,639.90
		Expected Check Run: 09/12/2023		2,639.90	2,639.90
09/12/2023	AP	BYRON AUTO REPAIR, INC REPAIRS AND MAINTENANCE Vnd: 9244 Invoice: 98942	Invoice: 98942 Ref#: 64315 (REPAIRS ON 04 F150 5.4 L) 101-43123-40400 101-00000-20200	1,417.36	1,417.36
		Expected Check Run: 09/12/2023		1,417.36	1,417.36
09/12/2023	AP	CONSOLIDATED ENERGY COMPANY OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES Vnd: 232 Invoice: 2412492 Vnd: 232 Invoice: 2412492	Invoice: 2412492 Ref#: 64316 (87 OCT GAS TANK #2) 101-45200-40211 601-49400-40211 101-43123-40211 101-00000-20200 601-00000-20200	502.18 502.18 502.19	1,004.37 502.18
		Expected Check Run: 09/12/2023		1,506.55	1,506.55
09/12/2023	AP	CONSOLIDATED ENERGY COMPANY OPERATING SUPPLIES OPERATING SUPPLIES Vnd: 232 Invoice: 2412491	Invoice: 2412491 Ref#: 64317 (DIESEL TANK) 101-45200-40211 101-43123-40211 101-00000-20200	760.51 760.51	1,521.02
		Expected Check Run: 09/12/2023		1,521.02	1,521.02
09/12/2023	AP	DECOOK EXCAVATING INC. LONG-TERM CAPITAL IMPROVEMENTS Vnd: 101788 Invoice: PR.7	Invoice: PR.7 Ref#: 64364 (COUNTRY CLUB ROAD EXT. PAY REQUEST NO.7) 401-43100-50581 401-00000-20200	950.00	950.00
		Expected Check Run: 09/12/2023		950.00	950.00
09/12/2023	AP	DECOOK EXCAVATING INC. PROFESSIONAL SERVICES Vnd: 101788 Invoice: PR. 13	Invoice: PR. 13 Ref#: 64384 (2ND AVE (CSAH 5) SANITARY SEWER, FORCEM) 603-49450-40300-22-002 603-00000-20200	140,279.13	140,279.13
		Expected Check Run: 09/12/2023		140,279.13	140,279.13

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	EMERGENCY APPARATUS MAINTENANCE REPAIRS AND MAINTENANCE Vnd: 101038 Invoice: 128899	Invoice: 128899 Ref#: 64378 (DISCHARGE/LDH VALVE LEAK REPAIRS) 101-42210-40400 101-00000-20200	1,509.35	1,509.35
		Expected Check Run: 09/12/2023		<u>1,509.35</u>	<u>1,509.35</u>
09/12/2023	AP	EMERGENCY APPARATUS MAINTENANCE REPAIRS AND MAINTENANCE Vnd: 101038 Invoice: 128898	Invoice: 128898 Ref#: 64381 (LEAK REPAIRS) 101-42210-40400 101-00000-20200	1,740.88	1,740.88
		Expected Check Run: 09/12/2023		<u>1,740.88</u>	<u>1,740.88</u>
09/12/2023	AP	FARRELL EQUIPMENT & SUPPLY REPAIRS AND MAINTENANCE Vnd: 101933 Invoice: 47334	Invoice: 47334 Ref#: 64318 (ASPHALT PATCH) 101-43123-40400 101-00000-20200	899.50	899.50
		Expected Check Run: 09/12/2023		<u>899.50</u>	<u>899.50</u>
09/12/2023	AP	FIRE SAFETY USA, INC. OPERATING SUPPLIES Vnd: 100880 Invoice: 176504	Invoice: 176504 Ref#: 64319 (FIRST AID SUPPLIES) 101-43123-40211 101-00000-20200	32.50	32.50
		Expected Check Run: 09/12/2023		<u>32.50</u>	<u>32.50</u>
09/12/2023	AP	FIRE SAFETY USA, INC. OPERATING SUPPLIES Vnd: 100880 Invoice: 176503	Invoice: 176503 Ref#: 64320 (FIRST AID SUPPLIES) 101-45200-40211 101-00000-20200	42.25	42.25
		Expected Check Run: 09/12/2023		<u>42.25</u>	<u>42.25</u>
09/12/2023	AP	FIRE SAFETY USA, INC. OPERATING SUPPLIES Vnd: 100880 Invoice: 176059	Invoice: 176059 Ref#: 64379 (GEAR REPAIRS) 101-42210-40211 101-00000-20200	169.90	169.90
		Expected Check Run: 09/12/2023		<u>169.90</u>	<u>169.90</u>
09/12/2023	AP	FORUM COMMUNICATIONS ADVERTISING Vnd: 102128 Invoice: 8.22.23	Invoice: 8.22.23 Ref#: 64336 (POST BULLETIN) 101-41910-40340 101-00000-20200	24.15	24.15
		Expected Check Run: 09/12/2023		<u>24.15</u>	<u>24.15</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	GOPHER SEPTIC SERVICE, INC. OTHER SERVICES/CONTRACT Vnd: 100493 Invoice: 47685	Invoice: 47685 Ref#: 64321 (VACCUM TRUCK) 603-49450-40418 603-00000-20200	590.00	590.00
		Expected Check Run: 09/12/2023		<u>590.00</u>	<u>590.00</u>
09/12/2023	AP	GOPHER STATE ONE CALL OPERATING SUPPLIES OTHER SERVICES/CONTRACT Vnd: 356 Invoice: 3080265 Vnd: 356 Invoice: 3080265	Invoice: 3080265 Ref#: 64383 (FTP TICKETS) 601-49400-40211 603-49450-40418 601-00000-20200 603-00000-20200	108.00 108.00	108.00 108.00
		Expected Check Run: 09/12/2023		<u>216.00</u>	<u>216.00</u>
09/12/2023	AP	GROSZBACH, BRANDON CREDIT FORWARD Vnd: MISC Invoice: 09/05/2023	Invoice: 09/05/2023 Ref#: 64366 (REFUND ACCT: 0980 - 922 ROLLING HEIGHTS) 601-00000-37290 601-00000-20200	8.78	8.78
		Expected Check Run: 09/12/2023		<u>8.78</u>	<u>8.78</u>
09/12/2023	AP	HAWKINS, INC OPERATING SUPPLIES Vnd: 58 Invoice: 6551332	Invoice: 6551332 Ref#: 64322 (CHLORINE CYLINDER) 601-49400-40211 601-00000-20200	10.00	10.00
		Expected Check Run: 09/12/2023		<u>10.00</u>	<u>10.00</u>
09/12/2023	AP	HAWKINS, INC OPERATING SUPPLIES Vnd: 58 Invoice: 6551331	Invoice: 6551331 Ref#: 64323 (CHLORINE CYLINDERS) 601-49400-40211 601-00000-20200	30.00	30.00
		Expected Check Run: 09/12/2023		<u>30.00</u>	<u>30.00</u>
09/12/2023	AP	HAWKINS, INC OPERATING SUPPLIES Vnd: 58 Invoice: 6554869	Invoice: 6554869 Ref#: 64324 (WATER CHEMICALS) 601-49400-40211 601-00000-20200	5,401.94	5,401.94
		Expected Check Run: 09/12/2023		<u>5,401.94</u>	<u>5,401.94</u>
09/12/2023	AP	INNOVATIVE OFFICE SOLUTIONS OPERATING SUPPLIES Vnd: 101829 Invoice: SO-4212199	Invoice: SO-4212199 Ref#: 64325 (OFFICE SUPPLIES) 101-41320-40211 101-00000-20200	83.04	83.04
		Expected Check Run: 09/12/2023		<u>83.04</u>	<u>83.04</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	JENSEN EXCAVATING PROFESSIONAL SERVICES Vnd: 102273 Invoice: PR NO.7	Invoice: PR NO.7 Ref#: 64386(20TH STREET IMPROVEMENTS) 413-43123-40300 413-00000-20200	307,594.97	307,594.97
		Expected Check Run: 09/12/2023		<u>307,594.97</u>	<u>307,594.97</u>
09/12/2023	AP	JOHNSON PRINTING OPERATING SUPPLIES Vnd: 102212 Invoice: 175397	Invoice: 175397 Ref#: 64304(OFFICE WINDOW ENVELOPES) 101-41320-40211 101-00000-20200	249.00	249.00
		Expected Check Run: 09/12/2023		<u>249.00</u>	<u>249.00</u>
09/12/2023	AP	JOHNSON PRINTING OPERATING SUPPLIES Vnd: 102212 Invoice: 175393	Invoice: 175393 Ref#: 64305(LETTERHEAD PAPER) 101-41320-40211 101-00000-20200	258.00	258.00
		Expected Check Run: 09/12/2023		<u>258.00</u>	<u>258.00</u>
09/12/2023	AP	JOHNSON PRINTING COMMUNICATIONS COMMUNICATIONS Vnd: 102212 Invoice: 175394 Vnd: 102212 Invoice: 175394	Invoice: 175394 Ref#: 64306(WATER BILL PAPER) 601-49400-40320 603-49450-40320 601-00000-20200 603-00000-20200	181.00 181.00	181.00 181.00
		Expected Check Run: 09/12/2023		<u>362.00</u>	<u>362.00</u>
09/12/2023	AP	JOHNSON PRINTING OPERATING SUPPLIES OPERATING SUPPLIES Vnd: 102212 Invoice: 175396 Vnd: 102212 Invoice: 175396	Invoice: 175396 Ref#: 64307(WATER ENVELOPES) 601-49400-40211 603-49450-40211 601-00000-20200 603-00000-20200	320.50 320.50	320.50 320.50
		Expected Check Run: 09/12/2023		<u>641.00</u>	<u>641.00</u>
09/12/2023	AP	JOHNSON PRINTING OPERATING SUPPLIES OPERATING SUPPLIES Vnd: 102212 Invoice: 175395 Vnd: 102212 Invoice: 175395	Invoice: 175395 Ref#: 64308(RETURN ENVELOPES) 601-49400-40211 603-49450-40211 601-00000-20200 603-00000-20200	350.00 350.00	350.00 350.00
		Expected Check Run: 09/12/2023		<u>700.00</u>	<u>700.00</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	JORGENSON, DOYLE OPERATING SUPPLIES Vnd: 101036 Invoice: 8.23.23	Invoice: 8.23.23 Ref#: 64394 (CLOTHING REIMBURSEMENT) 601-49400-40211 601-00000-20200	264.94	264.94
		Expected Check Run: 09/12/2023		<u>264.94</u>	<u>264.94</u>
09/12/2023	AP	KAUP, JEREMY OPERATING SUPPLIES Vnd: 102134 Invoice: 8.22.23	Invoice: 8.22.23 Ref#: 64395 (CLOTHING REIMBURSEMENT) 101-45200-40211 101-00000-20200	97.95	97.95
		Expected Check Run: 09/12/2023		<u>97.95</u>	<u>97.95</u>
09/12/2023	AP	KOMLINE - SANDERSON REPAIRS AND MAINTENANCE Vnd: 100433 Invoice: 42057734	Invoice: 42057734 Ref#: 64326 (PACKING SET (CERAMIC)) 603-49450-40400 603-00000-20200	773.37	773.37
		Expected Check Run: 09/12/2023		<u>773.37</u>	<u>773.37</u>
09/12/2023	AP	LEAGUE OF MINNESOTA CITIES EDUCATEEXP/MEMBERSHIP/PERMITS EDUCATEEXP/MEMBERSHIP/PERMITS EDUCATEEXP/MEMBERSHIP/PERMITS Vnd: 270 Invoice: 389016 Vnd: 270 Invoice: 389016 Vnd: 270 Invoice: 389016	Invoice: 389016 Ref#: 64390 (ANNUAL MEMBERSHIP DUES RENEWAL 2023-2024) 101-41320-40207 601-49400-40207 603-49450-40207 101-00000-20200 601-00000-20200 603-00000-20200	5,000.00 1,000.00 1,908.00	5,000.00 1,000.00 1,908.00
		Expected Check Run: 09/12/2023		<u>7,908.00</u>	<u>7,908.00</u>
09/12/2023	AP	LMC INSURANCE TRUST INSURANCE Vnd: 100365 Invoice: 8467	Invoice: 8467 Ref#: 64392 (VEHICHL E CLAIM) 101-43123-40361 101-00000-20200	1,000.00	1,000.00
		Expected Check Run: 09/12/2023		<u>1,000.00</u>	<u>1,000.00</u>
09/12/2023	AP	LOFFLER COMPANIES PROFESSIONAL SERVICES Vnd: 101988 Invoice: 4458725	Invoice: 4458725 Ref#: 64327 (SHOP COPIER) 101-43123-40300 101-00000-20200	3.27	3.27
		Expected Check Run: 09/12/2023		<u>3.27</u>	<u>3.27</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	LOFFLER COMPANIES PROFESSIONAL SERVICES PROFESSIONAL SERVICES OPERATING SUPPLIES Vnd: 101988 Invoice: 4458726 Vnd: 101988 Invoice: 4458726 Vnd: 101988 Invoice: 4458726	Invoice: 4458726 Ref#: 64328 (AUGUST SERVICES) 603-49450-40300 601-49400-40300 101-41320-40211 603-00000-20200 601-00000-20200 101-00000-20200	74.46 74.46 74.46	74.46 74.46 74.46
		Expected Check Run: 09/12/2023		<u>223.38</u>	<u>223.38</u>
09/12/2023	AP	MARX, THOMAS OPERATING SUPPLIES Vnd: 102239 Invoice: 8.28.23	Invoice: 8.28.23 Ref#: 64396 (CLOTHING REIMBURSEMENT) 101-43123-40211 101-00000-20200	53.98	53.98
		Expected Check Run: 09/12/2023		<u>53.98</u>	<u>53.98</u>
09/12/2023	AP	MED COMPASS PROFESSIONAL SERVICES Vnd: 94 Invoice: 43874	Invoice: 43874 Ref#: 64377 (MEDICAL EXAM/FIT TEST) 101-42210-40300 101-00000-20200	3,500.00	3,500.00
		Expected Check Run: 09/12/2023		<u>3,500.00</u>	<u>3,500.00</u>
09/12/2023	AP	MERGEN, CALVIN CREDIT FORWARD Vnd: MISC Invoice: 09/05/2023	Invoice: 09/05/2023 Ref#: 64367 (REFUND ACCT: 1780 - 559 SOMERBY PKWY NE) 601-00000-37290 601-00000-20200	38.02	38.02
		Expected Check Run: 09/12/2023		<u>38.02</u>	<u>38.02</u>
09/12/2023	AP	METERING & TECHNOLOGY SOLUTIONS LONG-TERM CAPITAL IMPROVEMENTS Vnd: 101728 Invoice: INV3219	Invoice: INV3219 Ref#: 64329 (METER REPLACEMENT PROGRAM) 601-49400-50581 601-00000-20200	252.06	252.06
		Expected Check Run: 09/12/2023		<u>252.06</u>	<u>252.06</u>
09/12/2023	AP	METERING & TECHNOLOGY SOLUTIONS LONG-TERM CAPITAL IMPROVEMENTS Vnd: 101728 Invoice: INV3138	Invoice: INV3138 Ref#: 64330 (METER REPLACEMENT PROGRAM) 603-49450-50581 603-00000-20200	374.07	374.07
		Expected Check Run: 09/12/2023		<u>374.07</u>	<u>374.07</u>
09/12/2023	AP	METROPOLITAN MECHANICAL CONTRACTORS PROFESSIONAL SERVICES Vnd: 101002 Invoice: 910031777	Invoice: 910031777 Ref#: 64333 (BOILER CHECKS) 101-41940-40300 101-00000-20200	265.00	265.00
		Expected Check Run: 09/12/2023		<u>265.00</u>	<u>265.00</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	MIDWEST LEAK DETECTION OTHER SERVICES/CONTRACT Vnd: 101711 Invoice: 2335	Invoice: 2335 Ref#: 64331 (WATER SYSTEM SURVEY) 601-49400-40418 601-00000-20200	1,200.00	1,200.00
		Expected Check Run: 09/12/2023		<u>1,200.00</u>	<u>1,200.00</u>
09/12/2023	AP	MINNESOTA AG GROUP INC REPAIRS AND MAINTENANCE Vnd: 102164 Invoice: IK21934	Invoice: IK21934 Ref#: 64332 (PARTS FOR 12FT BATWING MOWER) 101-43123-40400 101-00000-20200	1,036.37	1,036.37
		Expected Check Run: 09/12/2023		<u>1,036.37</u>	<u>1,036.37</u>
09/12/2023	AP	MINNESOTA MAYORS ASSOCIATION EDUCATEEXP/MEMBERSHIP/PERMITS Vnd: 213 Invoice: RENEW2023	Invoice: RENEW2023 Ref#: 64391 (MEMBERSHIP RENEWAL 2023-2024) 101-41310-40207 101-00000-20200	30.00	30.00
		Expected Check Run: 09/12/2023		<u>30.00</u>	<u>30.00</u>
09/12/2023	AP	MN DEPARTMENT OF HEALTH EDUCATEEXP/MEMBERSHIP/PERMITS Vnd: 100107 Invoice: 8.17.23	Invoice: 8.17.23 Ref#: 64334 (COMMUNITY WATER CONNECTION FEE) 601-49400-40207 601-00000-20200	5,298.00	5,298.00
		Expected Check Run: 09/12/2023		<u>5,298.00</u>	<u>5,298.00</u>
09/12/2023	AP	OLMSTED AGGREGATE REPAIRS AND MAINTENANCE Vnd: 102039 Invoice: 14396	Invoice: 14396 Ref#: 64335 (SAND PITRUN WATER SERVICE) 601-49400-40400 601-00000-20200	89.31	89.31
		Expected Check Run: 09/12/2023		<u>89.31</u>	<u>89.31</u>
09/12/2023	AP	OLMSTED MEDICAL CENTER PROFESSIONAL SERVICES Vnd: 204 Invoice: 8.28.23	Invoice: 8.28.23 Ref#: 64370 (DRUG SCREENING) 603-49450-40300 603-00000-20200	198.00	198.00
		Expected Check Run: 09/12/2023		<u>198.00</u>	<u>198.00</u>
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600167	Invoice: 0001600167 Ref#: 64358 (SOCCER PARK) 101-45200-40410 101-00000-20200	272.00	272.00
		Expected Check Run: 09/12/2023		<u>272.00</u>	<u>272.00</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600171	Invoice: 0001600171 Ref#: 64359(BCRC) 101-45200-40410 101-00000-20200	107.50	107.50
		Expected Check Run: 09/12/2023		<u>107.50</u>	<u>107.50</u>
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600172	Invoice: 0001600172 Ref#: 64360(MINNI GOLF PARK) 101-45200-40410 101-00000-20200	107.50	107.50
		Expected Check Run: 09/12/2023		<u>107.50</u>	<u>107.50</u>
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600170	Invoice: 0001600170 Ref#: 64361(ICE RINK) 101-45200-40410 101-00000-20200	107.50	107.50
		Expected Check Run: 09/12/2023		<u>107.50</u>	<u>107.50</u>
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600169	Invoice: 0001600169 Ref#: 64362(VALLEYVIEW PARK) 101-45200-40410 101-00000-20200	164.50	164.50
		Expected Check Run: 09/12/2023		<u>164.50</u>	<u>164.50</u>
09/12/2023	AP	ON SITE COMPANIES - OSSRO RENTALS Vnd: 100716 Invoice: 0001600168	Invoice: 0001600168 Ref#: 64363(OLD TOWNE PARK) 101-45200-40410 101-00000-20200	164.50	164.50
		Expected Check Run: 09/12/2023		<u>164.50</u>	<u>164.50</u>
09/12/2023	AP	ON-SITE COMPUTERS INC BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES BACKUP SERVICES Vnd: 101844 Invoice: CW88237 Vnd: 101844 Invoice: CW88237 Vnd: 101844 Invoice: CW88237	Invoice: CW88237 Ref#: 64371(MONTHLY BILLING - BACKUP SERVICES) 603-49450-40300 601-49400-40300 101-45200-40300 101-43123-40300 101-41910-40300 101-41330-40300 101-41310-40300 101-41320-40300 603-00000-20200 601-00000-20200 101-00000-20200	48.83 48.83 48.83 48.83 48.83 48.84 48.84 48.84 48.84 48.83 48.83 293.01	48.83 48.83 48.83 48.83 48.83 48.84 48.84 48.84 48.84 48.83 48.83 293.01
		Expected Check Run: 09/12/2023		<u>390.67</u>	<u>390.67</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	ON-SITE COMPUTERS INC ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS ANTI-VIRUS Vnd: 101844 Invoice: CX88488 Vnd: 101844 Invoice: CX88488 Vnd: 101844 Invoice: CX88488	Invoice: CX88488 Ref#: 64372 (MONTHLY BILLING - ANTI-VIRUS) 603-49450-40300 601-49400-40300 101-45200-40300 101-43123-40300 101-41910-40300 101-41330-40300 101-41310-40300 101-41320-40300 603-00000-20200 601-00000-20200 101-00000-20200	76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00	76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 76.00 456.00
		Expected Check Run: 09/12/2023		608.00	608.00
09/12/2023	AP	ON-SITE COMPUTERS INC PROFESSIONAL SERVICES Vnd: 101844 Invoice: CW88408	Invoice: CW88408 Ref#: 64373 (REMOTE SUPPOURT) 101-41320-40300 101-00000-20200	86.25	86.25
		Expected Check Run: 09/12/2023		86.25	86.25
09/12/2023	AP	ON-SITE COMPUTERS INC PROFESSIONAL SERVICES Vnd: 101844 Invoice: CW88103	Invoice: CW88103 Ref#: 64374 (AGREEMENT SSL) 101-41320-40300 101-00000-20200	75.00	75.00
		Expected Check Run: 09/12/2023		75.00	75.00
09/12/2023	AP	POMPS TIRE SERVICE, INC REPAIRS AND MAINTENANCE Vnd: 248 Invoice: 230125751	Invoice: 230125751 Ref#: 64302 (MOWER, GATOR & TRACTOR TIRES) 101-45200-40400 101-00000-20200	1,799.60	1,799.60
		Expected Check Run: 09/12/2023		1,799.60	1,799.60
09/12/2023	AP	POSTIER, TIM OPERATING SUPPLIES Vnd: 101779 Invoice: 8.22.23	Invoice: 8.22.23 Ref#: 64397 (CLOTHING REIMBURSEMENT) 101-43123-40211 101-00000-20200	159.00	159.00
		Expected Check Run: 09/12/2023		159.00	159.00
09/12/2023	AP	PVS TECHNOLOGIES INC. OPERATING SUPPLIES Vnd: 102197 Invoice: 340588	Invoice: 340588 Ref#: 64337 (FERRIC CHLORIDE SOLUTION) 603-49450-40211 603-00000-20200	6,591.93	6,591.93
		Expected Check Run: 09/12/2023		6,591.93	6,591.93

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	REINDERS INC. REPAIRS AND MAINTENANCE Vnd: 101813 Invoice: 3187412-00	Invoice: 3187412-00 Ref#: 64338 (SWING JOINT) 101-45200-40400 101-00000-20200	79.26	79.26
		Expected Check Run: 09/12/2023		<u>79.26</u>	<u>79.26</u>
09/12/2023	AP	REINDERS INC. REPAIRS AND MAINTENANCE Vnd: 101813 Invoice: 3188613-00	Invoice: 3188613-00 Ref#: 64339 (CONTROL VALVE) 101-45200-40400 101-00000-20200	94.20	94.20
		Expected Check Run: 09/12/2023		<u>94.20</u>	<u>94.20</u>
09/12/2023	AP	RIVERLAND COMMUNITY COLLEGE EDUCATEEXP/MEMBERSHIP/PERMITS Vnd: 587 Invoice: 1175286	Invoice: 1175286 Ref#: 64380 (SURVIVAL TRAILER) 101-42210-40207 101-00000-20200	1,200.00	1,200.00
		Expected Check Run: 09/12/2023		<u>1,200.00</u>	<u>1,200.00</u>
09/12/2023	AP	RODER, ALBERT TRAVEL-ROOM/MEAL/MILES/PARKING Vnd: 102265 Invoice: 8.25,.23	Invoice: 8.25,.23 Ref#: 64340 (RODER-MILEAGE REIMBURSEMENT) 101-41310-40311 101-00000-20200	100.87	100.87
		Expected Check Run: 09/12/2023		<u>100.87</u>	<u>100.87</u>
09/12/2023	AP	SHERWIN-WILLIAMS CO. OPERATING SUPPLIES Vnd: 100170 Invoice: 4941-6	Invoice: 4941-6 Ref#: 64341 (PAINT FOR CROSSWALK) 101-43123-40211 101-00000-20200	666.96	666.96
		Expected Check Run: 09/12/2023		<u>666.96</u>	<u>666.96</u>
09/12/2023	AP	SL CONTRACTING INC LONG-TERM CAPITAL IMPROVEMENTS Vnd: 100418 Invoice: 2023-PR4	Invoice: 2023-PR4 Ref#: 64388 (2023 STREET IMPROVEMENTS PR NO 4) 401-43100-50581-23-001 401-00000-20200	177,114.58	177,114.58
		Expected Check Run: 09/12/2023		<u>177,114.58</u>	<u>177,114.58</u>
09/12/2023	AP	TIMECLOCK PLUS PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES Vnd: 101947 Invoice: INV00292988 Vnd: 101947 Invoice: INV00292988 Vnd: 101947 Invoice: INV00292988	Invoice: INV00292988 Ref#: 64375 (ANNUAL CLOCKABLE EMPLOYEE LICENSE) 101-41320-40300 601-49400-40300 603-49450-40300 101-00000-20200 601-00000-20200 603-00000-20200	425.12 140.00 140.00	425.12 140.00 140.00
		Expected Check Run: 09/12/2023		<u>705.12</u>	<u>705.12</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	TIMM, BRIAN REPAIRS AND MAINTENANCE OTHER SERVICES/CONTRACT PROFESSIONAL SERVICES PROFESSIONAL SERVICES Vnd: 491 Invoice: AUGUST2023	Invoice: AUGUST2023 Ref#: 64389(CITY HALL/SHOP/FIREHALL CLEANING) 101-42153-40400 101-42210-40418 101-41940-40300 101-43123-40300 101-00000-20200	30.00 100.00 500.00 150.00	780.00
		Expected Check Run: 09/12/2023			
				780.00	780.00
09/12/2023	AP	UC LABORATORY OPERATING SUPPLIES Vnd: 254 Invoice: 117346	Invoice: 117346 Ref#: 64342(WATER SAMPLES-WWTP) 603-49450-40211 603-00000-20200	1,905.58	1,905.58
		Expected Check Run: 09/12/2023			
				1,905.58	1,905.58
09/12/2023	AP	UC LABORATORY OTHER SERVICES/CONTRACT Vnd: 254 Invoice: 117345	Invoice: 117345 Ref#: 64343(WATER SMAPLES CTY 5) 601-49400-40418 601-00000-20200	34.65	34.65
		Expected Check Run: 09/12/2023			
				34.65	34.65
09/12/2023	AP	US POSTAL SERVICE OPERATING SUPPLIES OPERATING SUPPLIES Vnd: 100356 Invoice: 8.7.23 Vnd: 100356 Invoice: 8.7.23	Invoice: 8.7.23 Ref#: 64344(USPS BULK MAILING) 601-49400-40211 603-49450-40211 601-00000-20200 603-00000-20200	2,000.00 2,000.00	2,000.00 2,000.00
		Expected Check Run: 09/12/2023			
				4,000.00	4,000.00
09/12/2023	AP	VIKING ELECTRIC OPERATING SUPPLIES Vnd: 24 Invoice: V5390	Invoice: V5390 Ref#: 64345(35W LED PC KNUCK) 101-42210-40211 101-00000-20200	80.56	80.56
		Expected Check Run: 09/12/2023			
				80.56	80.56
09/12/2023	AP	VOL FIREMEN'S BENEFIT ASSN MN EDUCATEEXP/MEMBERSHIP/PERMITS Vnd: 190 Invoice: 2023	Invoice: 2023 Ref#: 64382(ANNUAL RENEWAL) 101-42210-40207 101-00000-20200	209.00	209.00
		Expected Check Run: 09/12/2023			
				209.00	209.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	WALKER, LOGAN CREDIT FORWARD Vnd: MISC Invoice: 09/05/2023	Invoice: 09/05/2023 Ref#: 64365(REFUND ACCT: 0923 - 313 1ST AVE NW) 601-00000-37290 601-00000-20200	16.06	16.06
		Expected Check Run: 09/12/2023		<u>16.06</u>	<u>16.06</u>
09/12/2023	AP	WEBER, LETH & WOESSNER PLC PROFESSIONAL SERVICES Vnd: 102130 Invoice: 6.30.23	Invoice: 6.30.23 Ref#: 64357(JUNE LEGAL SERVICES-LAWSUIT) 101-41600-40300 101-00000-20200	2,154.00	2,154.00
		Expected Check Run: 09/12/2023		<u>2,154.00</u>	<u>2,154.00</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES PROFESSIONAL SERVICES Vnd: 196 Invoice: 48943 Vnd: 196 Invoice: 48943	Invoice: 48943 Ref#: 64309(SUMP PUMP/WATER METER ASSISTANCE) 601-49400-40300 603-49450-40300 601-00000-20200 603-00000-20200	426.88 426.88	426.88 426.88
		Expected Check Run: 09/12/2023		<u>853.76</u>	<u>853.76</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES Vnd: 196 Invoice: 49022	Invoice: 49022 Ref#: 64310(MNDOT TTAC MTGS; SCHMIDT SEWER REVIEW; P) 101-42600-40300 101-42600-40300 101-42600-40300 101-00000-20200	480.00 289.28 163.00	932.28
		Expected Check Run: 09/12/2023		<u>932.28</u>	<u>932.28</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 48940	Invoice: 48940 Ref#: 64311(EAST VILLAGE 4TH CONSTRUCTION OBSERVATIO) 714-49000-40300 714-00000-20200	2,019.48	2,019.48
		Expected Check Run: 09/12/2023		<u>2,019.48</u>	<u>2,019.48</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 49069	Invoice: 49069 Ref#: 64346(WWTP PRETREATMENT IMP. DESIGN DEVELOPMEN) 603-49450-40300-23-004 603-00000-20200	33,040.00	33,040.00
		Expected Check Run: 09/12/2023		<u>33,040.00</u>	<u>33,040.00</u>
09/12/2023	AP	WHKS LONG-TERM CAPITAL IMPROVEMENTS Vnd: 196 Invoice: 48942	Invoice: 48942 Ref#: 64347(2022-2023 STREET IMP. PROJECTS) 401-43100-50581-23-001 401-00000-20200	19,641.62	19,641.62
		Expected Check Run: 09/12/2023		<u>19,641.62</u>	<u>19,641.62</u>

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 48989	Invoice: 48989 Ref#: 64348 (2ND AVE NW (CSAH 5) UTILITY IMPROVEMENTS) 101-42600-40300-22-003 101-00000-20200	13,538.48	13,538.48
		Expected Check Run: 09/12/2023		<u>13,538.48</u>	<u>13,538.48</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 48990	Invoice: 48990 Ref#: 64349 (20TH STREET IMPROVEMENTS) 413-43123-40300 413-00000-20200	11,794.28	11,794.28
		Expected Check Run: 09/12/2023		<u>11,794.28</u>	<u>11,794.28</u>
09/12/2023	AP	WHKS LONG-TERM CAPITAL IMPROVEMENTS Vnd: 196 Invoice: 48939	Invoice: 48939 Ref#: 64350 (EAST VILLAGE (CSAH 3) TURN LANE) 401-43100-50581-23-002 401-00000-20200	6,046.71	6,046.71
		Expected Check Run: 09/12/2023		<u>6,046.71</u>	<u>6,046.71</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 48953	Invoice: 48953 Ref#: 64351 (STORM WATER INFRASTRUCTURE PLAN FOR FUTUR) 203-43150-40300 203-00000-20200	5,432.50	5,432.50
		Expected Check Run: 09/12/2023		<u>5,432.50</u>	<u>5,432.50</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 49106	Invoice: 49106 Ref#: 64352 (BYRON 300,000 GAL WATER TOWER PAINTING) 601-49400-40300-23-003 601-00000-20200	3,885.03	3,885.03
		Expected Check Run: 09/12/2023		<u>3,885.03</u>	<u>3,885.03</u>
09/12/2023	AP	WHKS LONG-TERM CAPITAL IMPROVEMENTS Vnd: 196 Invoice: 48941	Invoice: 48941 Ref#: 64353 (COUNTRY CLUB (BACKAGE) RD & UTILITY EXT.) 401-43100-50581 401-00000-20200	3,762.39	3,762.39
		Expected Check Run: 09/12/2023		<u>3,762.39</u>	<u>3,762.39</u>
09/12/2023	AP	WHKS PROFESSIONAL SERVICES Vnd: 196 Invoice: 48991	Invoice: 48991 Ref#: 64354 (TH 14 SOUTH SEWER DISTRICT, LIFT STATION) 603-49450-40300-22-002 603-00000-20200	2,597.66	2,597.66
		Expected Check Run: 09/12/2023		<u>2,597.66</u>	<u>2,597.66</u>

User: rhorsman
DB: City Of Byron

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
09/12/2023	AP	WHKS	Invoice: 48947 Ref#: 64355 (BYRON WATER RATE STUDY)		
		PROFESSIONAL SERVICES	601-49400-40300	416.00	
		Vnd: 196 Invoice: 48947	601-00000-20200		416.00
		Expected Check Run: 09/12/2023			
				416.00	416.00
				798,165.20	798,165.20

Cash/Payable Account Totals:

ACCOUNTS PAYABLE	101-00000-20200	45,534.80
ACCOUNTS PAYABLE	203-00000-20200	5,432.50
ACCOUNTS PAYABLE	401-00000-20200	207,515.30
ACCOUNTS PAYABLE	413-00000-20200	320,215.50
ACCOUNTS PAYABLE	601-00000-20200	25,199.86
ACCOUNTS PAYABLE	603-00000-20200	192,247.76
ACCOUNTS PAYABLE	714-00000-20200	2,019.48
	TOTAL INCREASE IN PAYAB	798,165.20

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Planning and Zoning Minutes; July 10, 2023

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approval

Preparer: Janna Monosmith

ATTACHMENTS:
[P & Z Minutes 7.10.23.pdf](#)

BYRON PLANNING BOARD MEETING
MONDAY, July 10, 2023
6:00 PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE, BYRON MN 55920
*To Provide Valued Public Service and Guide the City with Innovative
Thinking Toward Smart Growth.*

- 1) **CALL TO ORDER** - Chair Frank called the meeting to order on Monday, July 10, 2023 at 6:00pm.

Members Present: Brian Frank, Tim Baudoin, Tim Chesterman, Tyler Even and Barbara Hohberger.

Also present: Nick Stageberg, Bruce Domaille, Byran Perzel, Gretta Becay, Council Advisor Steven Cook, Community Development Planner Janna Monosmith.

- 2) **APPROVE AGENDA** - Motion made by Member Baudoin, seconded by Member Even to approve the consent agenda. Motion carried unanimously.

- 3) **APPROVE CONSENT AGENDA**

3.a. **Planning and Zoning Minutes May 2, 2023** - Motion made by Member Even, seconded by Member Chesterman to approve the minutes as written. Motion carried unanimously.

- 4) **COMMUNICATIONS, REPORTS AND PETITION** - Monosmith discussed that the street projects are on schedule and progress is going well. Monosmith also explained that County Road 5 construction and detours are set to begin this week and that the water tower painting is on schedule.

4.a. **P & Z Budget; May & June 2023**

4.b. **Byron City Council Minutes; April & May 2023**

4.c. **Byron Newsletter; May & June**

4.b. **BEDA Minutes; April & May**

- 5) **PUBLIC HEARING** - Motion made by Member Chesterman, seconded by Member Baudoin to Open the Public Hearing at 6:05pm. Motion carried unanimously

5.a. **Resolution 23-03 P & Z Variance Request - Block 1, Lot 2 Byron Town Square 7th** - Nick Stageberg discussed the request for the 64 units and higher density. Member Hohberger asked Stageberg to clarify the motivation for the variance request. Stageberg explained that the motivation is to better utilize the space. Chair Frank asked Stageberg to clarify the need for more units. Stageberg explained the reasoning and mentioned the economic piece of it. Member Even then explained that economic reasons are not a justification for a variance.

Motion made by Member Hohberger, seconded by Member Even to Close the Public Hearing at 6:29pm. Motion carried unanimously.

Motion made by Member Even, seconded by Member Chesterman to recommend denial of Resolution 23-03. Motion carried unanimously.

- 6) **GENERAL BUSINESS** - *None*

- 7) **UNFINISHED BUSINESS** - *None*

- 8) **NEW BUSINESS** - *None*

- 9) **PUBLIC COMMENTS** - Chair Frank called for public comments three times.

- 10) **ADJOURN** - Motion made by Member Chesterman, seconded by Member Even to adjourn the meeting at 6:34pm. Motion carried unanimously.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Byron WWTP Pretreatment Advertisement for Bids

Request for Action:

Background /Justification: This is a planned project for upgrading the equipment in the pretreatment building at the WWTP. The upgrades will include the mechanical screen, wash press compactor, vortex grit equipment, grit classifier and other modifications as needed. Because of the lead times with these specialized pieces of equipment, the plan is to bid the project now with construction taking place in 2024.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:
[WWTP Ad for bids.pdf](#)

WASTEWATER TREATMENT PLANT
BYRON, MN
2023

ADVERTISEMENT FOR BIDS

Public notice is hereby given that online electronic proposals will be received by the City of Byron, MN, until 2:00 p.m. on October 3, 2023 for furnishing materials and labor for construction of Wastewater Treatment Plant Pretreatment Improvements as described in plans and specifications thereof now on file in the office of the City Administrator. Proposals will be opened at 2:00 p.m. Proposals will be acted upon by the City Council at a meeting to be held in the City Hall, beginning at 6:00 p.m. on October 10, 2023 or at such later time and place as may then be fixed.

The extent of the work involved is furnishing all labor and materials for construction of the Wastewater Treatment Plant Pretreatment Improvements together with related subsidiary and incidental work including:

The replacement of existing pretreatment equipment including a mechanical screen and wash press compactor, vortex grit equipment, and grit classifier along with necessary modifications to the existing pretreatment building to accommodate the replacement equipment.

The method of construction shall be by Contract and all work is to be done in strict compliance with plans and specifications prepared by WHKS & Co., 2905 South Broadway, Rochester, Minnesota 55904 which have heretofore been approved by the City Council and are now on file for public examination in the office of the City Administrator.

The contract documents are available at www.questcdn.com. This contract is QuestCDN project number eBidDoc 8675071. A Contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a Contractor must register with QuestCDN.com and purchase the contract documents in digital form at a cost of \$22. Registering as a Planholder is recommended for all prime Contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. For this project, bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Each bid must be accompanied by an electronic copy of a certified check, cashier's check or bid bond payable to the City of Byron, Minnesota in the amount of at least 5% of the total bid as a guarantee that the bidder will furnish the required bonds and enter into a contract within ten (10) working days, excluding Saturday, Sunday and holidays, after the award of the contract. This electronic copy will be facilitated through the Quest CDN electronic bid service. The apparent low bidder will be required to submit a hard copy of the certified check, cashier's check or bid bond within three (3) days of the bid opening.

Bidders shall not be permitted to withdraw their bids for a period of sixty (60) days after the same are opened.

Payment for said Wastewater Treatment Plant Pretreatment Improvements will be made in cash from cash on hand, from governmental grants, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Engineer and payment will be made to the Contractor in the amount of ninety-five (95%) of said estimate. Final payment of money due will be made in cash no later than sixty (60) days after substantial completion. For construction, reconstruction, or improvement of streets and highway, including bridges, "substantial completion" shall be defined as the date when construction-related traffic devices and ongoing inspections are no longer required.

The Owner reserves the right to withhold up to two hundred and fifty percent (250%) of the cost to correct deficient work or complete work known at the time of substantial completion. Payment of money due will be made in cash no later than sixty (60) days after completion of the work.

The Owner reserves the right to withhold one percent (1%) of the total contract amount or five hundred dollars (\$500), whichever is greater, pending completion and submission of all final paperwork by the contractor or subcontractors. "Final paperwork" shall be defined as any documents required to fulfill contractual obligations, including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, material certifications and warranties, DBE final clearance, NPDES Permit Termination, withholding exemption certificate, etc. Payment of money due will be made in cash no later than sixty (60) days after submission of all final paperwork.

The Contractor shall commence work after the Notice to Proceed is issued and shall be completed on or before October 25, 2024.

The successful bidder will be required to furnish a Performance and Maintenance Bond and a Payment Bond, both in an amount equal to one hundred (100) percent of the Contract price. Said bonds are to be issued by a responsible surety, approved by the City Council, and which shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of one (1) year from and after its completion and acceptance by the City.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, Rochester, Minnesota, which plans and specifications and prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Bid forms, plans and specifications are available to download for a \$22 charge at www.questcdn.com. Online bidders will be charged \$42 to submit a bid on Quest CDN.

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of the City Council of the Byron, Minnesota.

Al Roder

City Administrator
City of Byron, Minnesota

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Public Works

Introduction: Country Club Road Extension Project Pay Request 7 - DeCook
Excavating - \$950.00

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve with the consent agenda.

Preparer: Janna Monosmith

ATTACHMENTS:
[BYRON - COUNTRY CLUB EXT. - PR7.pdf](#)

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



September 2, 2023

Mr. Tom Ricke
Public Works Superintendent
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
Country Club Road Extension
Pay Request No. 7

Dear Tom:

Enclosed is Pay Request No. 7 for work on the above referenced project. We recommend the City make payment in the amount of \$950.00 to:

DeCook Excavating, Inc.
821 Country Club Rd SE
Byron, MN 55932

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads 'D D Sikkink'.

Daren D. Sikkink, P.E.

DS/cf

Enclosure

cc: Bill Angerman, WHKS (file)
Al Roder, City of Byron
Sean Kutzler, DeCook Excavating
John Allen, DeCook Excavating

2905 South Broadway
Rochester, MN 55904
Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
FOR CONSTRUCTION WORK COMPLETED

Project: Country Club Road Extension
Project No.: 8100.43
Location: Byron, MN
Contractor: DeCook Excavating, Inc.

Bid Price: \$1,044,491.00
Date: Sep. 2, 2023
Estimate #: 7
% Complete: 93%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	L.S.	\$1,000.00	1		1	\$1,000.00
2	Remove Bituminous Pavement	115	S.Y.	\$5.00	136		136	\$680.00
3	Clear and Grub Tree	5	Each	\$500.00	5		5	\$2,500.00
4	Common Excavation (P)	5,100	C.Y.	\$6.25	5,100		5,100	\$31,875.00
5	Common Borrow (CV)	100	C.Y.	\$17.00	100		100	\$1,700.00
6	Geotextile Fabric, Type 7 (P)	5,936	S.Y.	\$2.75	5,936		5,936	\$16,324.00
7	Subgrade Preparation 12"	13	Rd. Sta.	\$475.00	13		13	\$6,175.00
8	Aggregate Base, Class 5 (P)(CV)	2,017	C.Y.	\$26.00	2,017		2,017	\$52,442.00
9	Breaker Run (CV)	2,000	C.Y.	\$17.00	2,085		2,085	\$35,445.00
10	Type SP 12.5 Bituminous Wearing Course	650	Ton	\$120.00	23.7		23.7	\$2,844.00
11	Type SP 12.5 Bituminous Non-Wearing Course	1,000	Ton	\$120.00	890.4		890.4	\$106,848.00
12	Aggregate for Pipe Foundation (CV)	329	C.Y.	\$17.00	27		27	\$459.00
13	F&I 12" RCP Storm Sewer	43	L.F.	\$65.00	52		52	\$3,380.00
14	F&I 15" RCP Storm Sewer	122	L.F.	\$72.00	122		122	\$8,784.00
15	F&I 18" RCP Storm Sewer	258	L.F.	\$75.00	262		262	\$19,650.00
16	F&I 24" RCP Storm Sewer	449	L.F.	\$92.00	449		449	\$41,308.00
17	F&I 30" RCP Storm Sewer	302	L.F.	\$115.00	302		302	\$34,730.00
18	F&I 15" RCP Pipe Apron	2	Each	\$1,200.00	2		2	\$2,400.00
19	F&I 24" RCP Pipe Apron	4	Each	\$1,450.00	4		4	\$5,800.00
20	F&I 30" RCP Pipe Apron	1	Each	\$1,800.00	1		1	\$1,800.00
21	Construct Structure, Type 4 (48")	3	Each	\$3,250.00	3		3	\$9,750.00
22	Construct Structure, Type 4 (60")	2	Each	\$3,400.00	2		2	\$6,800.00
23	Construct Structure, Type 4 (72")	1	Each	\$4,850.00	1		1	\$4,850.00
24	Construct Structure Type 1	7	Each	\$2,600.00	7		7	\$18,200.00
25	Construct Structure Type 3	4	Each	\$6,000.00	4		4	\$24,000.00
26	B624 Concrete Curb and Gutter	2,520	L.F.	\$19.25	2,520		2,520	\$48,510.00
27	Traffic Control	1	L.S.	\$500.00	0.95		0.95	\$475.00
28	Ditch Check, Type 2	2	Each	\$250.00			-	\$0.00
29	Silt Fencing, Type Machine Sliced	2,543	L.F.	\$2.50	1,300		1,300	\$3,250.00
30	Temporary Rock Construction Entrance	1	Each	\$1,000.00			-	\$0.00
31	Storm Drain Inlet Protection	8	Each	\$150.00	8		8	\$1,200.00
32	Erosion Control Blanket	1,061	S.Y.	\$2.50	885		885	\$2,212.50
33	Rock Riprap Class III	20	C.Y.	\$50.00	20		20	\$1,000.00
34	Rock Riprap Class IV	16	C.Y.	\$50.00	16		16	\$800.00
35	Seeding	2.1	Acre	\$2,000.00	2		2.1	\$4,200.00
36	F&I 8" PVC Sanitary Sewer	14	L.F.	\$50.00	30		30	\$1,500.00
37	F&I 10" PVC Sanitary Sewer	1,301	L.F.	\$79.00	1,356		1,356	\$107,124.00
38	F&I 6" PVC Sanitary Service	102	L.F.	\$36.00	102		102	\$3,672.00
39	F&I 6" DIP Riser	2	Each	\$3,000.00	2		2	\$6,000.00
40	Connect to Existing Sanitary Sewer Pipe	1	Each	\$800.00	1		1	\$800.00
41	F&I 8" PVC Watermain	2,487	L.F.	\$55.00	2,560		2,560	\$140,800.00
42	F&I 6" PVC Watermain	46	L.F.	\$50.00	46		46	\$2,300.00
43	F&I 6" PVC Water Service	80	L.F.	\$50.00	80		80	\$4,000.00
44	F&I Hydrant	5	Each	\$5,400.00	5		5	\$27,000.00
45	F&I 6" Gate Valve and Box	7	Each	\$2,200.00	7		7	\$15,400.00
46	F&I 8" Gate Valve and Box	2	Each	\$2,850.00	3		3	\$8,550.00
47	F&I Ductile Iron Fittings	807	Pound	\$12.00	1,017		1,017	\$12,204.00
48	F&I 4" Polystyrene Insulation	320	S.F.	\$5.00	320		320	\$1,600.00
49	Connect to Existing Watermain	2	Each	\$800.00	2		2	\$1,600.00
50	Permanent Barricades	2	Each	\$500.00		2	2	\$1,000.00
51	F&I 4" Perf. PVC Pipe Drain	2,020	L.F.	\$20.00	2,020		2,020	\$40,400.00
52	F&I Cleanouts	4	Each	\$150.00	4		4	\$600.00
53	Dewatering	1	LS	\$87,000.00	1		1	\$87,000.00
ITEMS WITHOUT QUANTITIES								
	Rock Excavation	200	CY	\$78.50	152		152	\$11,932.00

Total Work Completed \$974,873.50
Less 5% Retainage \$48,743.68
Less Previous Payments \$925,179.82

Net Payment this Estimate \$950.00

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: WWTP Equipment Evaluation Professional Services Agreement

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: WHKS will be assisting staff to perform an equipment evaluation at the WWTP. The last upgrade to the plant was done in 2005 and some of the equipment from 1983 was not replaced. This evaluation will be used to prepare a replacement plan within the Wastewater budget. Equipment will be itemized with manufacture date and life expectancy of the equipment to determine when it will need to be replaced. This will only be a report to determine how staff should prioritize the replacement of equipment at the WWTP. This evaluation report was included in the 2023 budget.

Preparer: Janna Monosmith

ATTACHMENTS:

[Professional Services Agreement - Treatment Equipment Evaluation 09-06-23.pdf](#)



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 **Treatment Equipment Evaluation.**

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

WHKS shall perform the following described services for the Client:

Preliminary engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

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

Lump Sum Fee of \$18,500, Including Expenses.

Executed this _____ day of September, 2023

City of Byron, MN

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: William Angerman, P.E.

Title: _____

Title: C.O.O.

Exhibit A to Professional Services Agreement

A. Project Description

The project, as defined for this agreement, is to prepare an evaluation of the existing treatment equipment at the City of Byron, MN wastewater treatment plant (WWTP), including associated buildings and structures. Specifically, this evaluation will identify recommended equipment replacement(s) and/or building and structure rehabilitation(s) at the WWTP due to age and condition. The project will develop budgetary cost opinions for the purposes of Capital Improvement Planning. The scope of this report does not include the ability of the treatment equipment to meet future growth needs and/or future regulatory requirements.

Treatment system equipment evaluation will include primary and secondary treatment equipment, chemical feed equipment, disinfection equipment, solids handling equipment, pumping equipment, and electrical / controls equipment along with associated buildings and structures.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. **Data Collection / Analysis**

- Review existing project information, including original construction plans and operation and maintenance manuals provided by the Client.
- Review historical data from City, including monthly operation reports, water quality sampling data, and maintenance logs.
- Hold kick-off meeting and site evaluation with Client to discuss the project and review the scope.
- Identify and evaluate known deficiencies within the WWTP treatment equipment based on site evaluation and discussions with City Staff.
- Evaluate potential improvements to the WWTP treatment equipment to address identified deficiencies.

3. Preliminary Report

- Provide the City with a letter report identifying known deficiencies with the WWTP treatment equipment.
- Develop recommended improvements to address identified deficiencies, including preliminary sizing and budgetary costs.
- Prioritize list of recommended improvements for Capital Improvement Planning purposes.
- Present results of preliminary report at City Council meeting.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Special assessment assistance
3. Quality control testing and construction materials testing
4. Permits other than those identified above
5. Funding assistance, including grant and/or loan applications
6. Water and/or sanitary sewer rate studies
7. Geotechnical design/recommendations
8. Structural evaluation and/or design
9. Nutrient reduction analysis / evaluation

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

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Byron Development Engineering Standards/Specifications/Details

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Staff and WHKS worked together to come up with Engineering Standards and Standard Specifications and Detail for development. This was part of the revisions to the Zoning and Subdivision Code the City completed a couple months ago. These standards are specific to Byron and can be used by developer's engineers to best fit their subdivision to Byron's standards. This was a long process, but one that was much needed. Staff will have a resource to look and provide direction to developers as to what the expectations of Byron will be.

Preparer: Janna Monosmith

ATTACHMENTS:

[City of Byron Standard Specifications and Details - Final.pdf](#)
[Engineering Standards - Final.pdf](#)

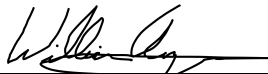
STANDARD SPECIFICATIONS AND DETAILS

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

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



William K. Angerman, P.E.
Byron Consulting City Engineer

8/15/2023

Date

26436

License No.

Recommended for Approval
City of Byron, MN

Tom Ricke, Public Works Superintendent

Date

Revision Date:

TABLE OF CONTENTS

Revision History Log

Specification 100 – Removals Specifications

Specification 200 – Excavation and Embankment Specifications

Specification 300 – Plant Mixed Asphalt Pavement Specifications

Specification 400 – Walks, Concrete Curbing and Concrete Driveway Pavement Specifications

Specification 500 – Trench Excavation and Backfill Specifications

Specification 600 – Sanitary Sewer and Storm Sewer Specifications

Specification 700 – Watermain Specifications

Specification 800 – Service Connection Specifications

Specification 900 – Temporary Erosion Control and Turf Establishment Specifications

Specification 1000 – Traffic Control Specifications

APPENDIX (STANDARD DETAIL PLATES)

S.D.P. 1-01 – Structure Type 1 (Precast)

S.D.P. 1-02 – Structure Types 2 (Precast) (Storm Sewer)

S.D.P. 1-03 – Structure Type 3 and 3A (Precast) (Sanitary Sewer)

S.D.P. 1-04 – Structure Type 4 (XX in.)

S.D.P. 1-04 – Structure Type 4 (XX in.) Manhole Dimensions

S.D.P. 1-07 – Manhole Waterproofing (Paved Areas)

S.D.P. 1-07 – Manhole Waterproofing (Non-Paved Areas)

S.D.P. 1-10 – Curb Box Cover

S.D.P. 1-11 – Casting Reference Numbers

S.D.P. 1-12 – Standard Casting Assemblies

S.D.P. 1-13 – Concrete Structure Adjusting Rings

S.D.P. 1-13 – Polyethylene Structure Adjusting Rings

S.D.P. 1-14 – Trash Guard for Flared End Sections

S.D.P. 2-01 – Concrete Curb & Gutter

S.D.P. 2-02 – Concrete Sill

S.D.P. 2-03 – Urban Type Curb And Sidewalk

S.D.P. 2-05 – Transition Curb & Gutter Driveover To Type B or V

S.D.P. 2-06 – Curb & Gutter Reinforcement At Catch Basins

S.D.P. 2-09 – Concrete Drive Approach Type B

S.D.P. 2-10 – Concrete Drive Approach Type C

S.D.P. 2-14 – Sidewalk Details

S.D.P. 2-16 – Bituminous Patch For Conc. Curb Replacement

S.D.P. 3-02 – Typical Section Off-Road Bikeway

- S.D.P. 3-04 – Temporary Street Ends
- S.D.P. 4-01 – Service Connections Stubbed Into Property
- S.D.P. 4-01 – Section A-A Service Connections
- S.D.P. 4-03 – Street Crossings For Utility Conduits
- S.D.P. 6-03 – Pressure Reducing Valve Manhole
- S.D.P. 6-04 – Hydrant Branch Detail
- S.D.P. 6-05 – Restrained Joint Detail
- S.D.P. 6-07 – Alignment Of Watermain At Sewer Or Subdrain Manhole In Common Trench
- S.D.P. 6-07 – Alignment Of Watermain At Storm Catch Basin Crossing
- S.D.P. 6-09ROCK – Pipe Bedding And Encasement In Rock Excavation Installation Detail
- S.D.P. 6-09a – Flexible Pipe (Sanitary Sewer & Watermain) Bedding And Encasement Installation Detail
- S.D.P. 6-11 – Water Service And Meter Setting Details
- S.D.P. 6-15 – Typical Fitting Cut-In And Removal Details
- S.D.P. 6-17 – Hydrant Protective Posts
- S.D.P. 6-19 – Polystyrene Installation
- S.D.P. 7-01 – Subdrain
- S.D.P. 8-01 – Street Standards
- S.D.P. 8-02 – MN/DOT Standard Plans And Plates

APPENDIX (ALTERNATIVE DETAIL PLATES)

*Approval from the City Engineer is required for the use of Alternative Detail Plates

- A.D.P. A 1-02 – Structure Type 2 and 2A (Precast) (Sanitary Sewer)
- A.D.P. A 1-04 – Structure Type 4 (XX in.) (Sanitary Sewer Shallow)
- A.D.P. A 1-05 – Structure Type 5 & 5A (xx in.) Reduction Manhole (Deep Sanitary or Storm Sewer)
- A.D.P. A 1-08 – Subsurface Edge Drains
- A.D.P. A 1-11 – Casting Reference Numbers
- A.D.P. A 1-12 – Casting Assemblies
- A.D.P. A 1-15 – Blind-Tie Field Connection for R.C.P. Storm Sewer
- A.D.P. A 2-07 – Catch Basin In Approach Drive-Over Curb
- A.D.P. A 2-07 – Catch Basin In Approach Batterface Curb
- A.D.P. A 2-08 – Concrete Drive Approach Type A
- A.D.P. A 2-11 – Concrete Drive Approach Type D
- A.D.P. A 2-12 – Concrete Drive Approach Type E
- A.D.P. A 4-02 – 4 in. Riser
- A.D.P. A 6-05 – Restrained Joint Detail
- A.D.P. A 6-06 – Polyethylene Encasement

**REMOVALS SPECIFICATIONS
100**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
100.101 Description.....	3
100.102 Reference Documentation	3
SECTION 2: REMOVALS	3
100.201 Removal Requirements.....	3
SECTION 3: MEASUREMENT AND PAYMENT	4
100.301 Remove Concrete Curb and Gutter.....	4
100.302 Remove Bituminous Pavement, Remove Concrete Pavement, Remove Concrete Walk, Remove Concrete Driveway Pavement, and Remove Bituminous Driveway Pavement	4
100.303 Remove Manhole or Catch Basin.....	4
100.304 Remove Gate Valve and Box, and Remove Hydrant.....	4
100.305 Remove Watermain, Remove Sanitary Sewer Pipe and Remove Storm Sewer Pipe 4	4
SECTION 4: BASIS OF PAYMENT.....	5
100.401 Description.....	5
100.402 Items List	5

SECTION 100

REMOVALS SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

100.101 Description

These Specifications shall apply to the removal of in place utilities and improvements. The work includes the removal of concrete curb and gutter, bituminous pavement, concrete pavement, concrete walk, concrete driveway pavement, bituminous driveway pavement, manholes, catch basins, gate valves and boxes, hydrants, watermain, sanitary sewer pipe, storm sewer pipe, and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this Specification shall be construed to mean those documents, which compliment, modify, or clarify these Specifications and are accepted as an enforceable component of the Contract or Contract Documents.

100.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids.

SECTION 2: REMOVALS

100.201 Removal Requirements

A. MN/DOT 2104 is supplemented by the following:

1. Measurement and payment for the removal and disposal of materials will be made only for those items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring equipment or handling substantially different from that employed in excavation operations, in the opinion of the Engineer will be paid for as Extra Work.
2. Sawing shall be incidental to removals. Removed concrete and pavement materials, culverts, and driveways, in all project areas, shall be the property of the Contractor, and shall be disposed of at off-site locations secured by the Contractor.
3. Other pavements not scheduled for removal shall be protected. Any damaged to pavements shall be replaced in-kind at Contractor cost, including saw cutting of bituminous or concrete.
4. The Contractor shall remove all metal culverts, casting, iron pipe, copper tubing, and hydrants as shown in the Plans and shall salvage and deliver to a site designated by the Owner. The Owner has salvage rights, and if the Owner does not want the item, the Contractor shall dispose of the item. Owner shall state their intent to salvage any items prior to the project being

bid. Salvaging of an item shall be considered incidental unless a pay item is specifically included in the Contract for payment to salvage the item.

SECTION 3: MEASUREMENT AND PAYMENT

100.301 Remove Concrete Curb and Gutter

A bid item has been provided for Remove Concrete Curb and Gutter. Measurement will be by the linear foot removed. Price shall be compensation in full for all labor, materials, costs, and to complete the work as specified. Sawing of the concrete shall be incidental to the bid item.

100.302 Remove Bituminous Pavement, Remove Concrete Pavement, Remove Concrete Walk, Remove Concrete Driveway Pavement, and Remove Bituminous Driveway Pavement

Bid items have been provided for Remove Bituminous Pavement, Remove Concrete Pavement, Remove Concrete Walk, Remove Concrete Driveway Pavement, and Remove Bituminous Driveway Pavement. Measurement will be by the square yard of pavement removed and disposed of off-site. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified. Sawing of concrete or bituminous shall be incidental to the various bid items.

100.303 Remove Manhole or Catch Basin

A bid item has been provided for Remove Manhole or Catch Basin. Measurement will be by each manhole or catch basin removed. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified. Bricking shut pipe ends and abandoning of the pipes in place shall be incidental to the various bid items.

100.304 Remove Gate Valve and Box, and Remove Hydrant

Bid items have been provided for Remove Gate Valve and Box and Remove Hydrant. Measurement will be by each unit removed. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified. Abandoning of the pipes in place shall be incidental to the various bid items.

100.305 Remove Watermain, Remove Sanitary Sewer Pipe and Remove Storm Sewer Pipe

Bid items have been provided for Remove Watermain, Sanitary Sewer Pipe and Storm Sewer Pipe. Measurement will be by the lineal foot of pipe removed. Price shall be compensation in full for all labor, materials, costs, and to complete the work as specified. Bricking shut pipe ends and abandoning of the pipes in place shall be incidental to the various bid items. Removal of water and sewer service pipe shall be considered an incidental expense with no direct compensation being made.

SECTION 4: BASIS OF PAYMENT

100.401 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All removal items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

100.402 Items List

Payment will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
100.301	REMOVE CURB AND GUTTER	LIN FT
100.302	REMOVE BITUMINOUS PAVEMENT	SQ YD
100.302	REMOVE CONCRETE PAVEMENT	SQ YD
100.302	REMOVE CONCRETE WALK	SQ YD
100.302	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD
100.302	REMOVE BITUMINOUS DRIVEWAY	SQ YD
100.303	REMOVE MANHOLE OR CATCH BASIN	EACH
100.304	REMOVE GATE VALVE AND BOX	EACH
100.304	REMOVE HYDRANT	EACH
100.305	REMOVE WATERMAIN	LIN FT
100.305	REMOVE SANITARY SEWER PIPE	LIN FT
100.305	REMOVE STORM SEWER PIPE	LIN FT

**EXCAVATION AND EMBANKMENT SPECIFICATIONS
200**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
200.101 Description.....	3
200.102 Reference Documentation	3
200.103 Right-of-Way & Street Widths	3
SECTION 2: EXCAVATION AND EMBANKMENT	3
200.201 Excavation and Embankment	3
SECTION 3: SUBGRADE PREPARATION.....	5
200.301 Subgrade Preparation.....	5
SECTION 4: AGGREGATE BASE	5
200.401 Aggregate Base.....	5
SECTION 5: AGGREGATE SUBBASE – BREAKER RUN.....	6
200.501 Aggregate Subbase – Breaker Run	6
SECTION 6: SELECT GRANULAR EMBANKMENT.....	6
200.601 Select Granular Embankment.....	6
SECTION 7: MEASUREMENT AND PAYMENT	6
200.701 Common Excavation (P)	6
200.702 Loam Topsoil Borrow (LV)	7
200.703 Common Borrow (CV).....	7
200.704 Geotextile Fabric (P).....	7
200.705 Subgrade Preparation.....	7
200.706 Aggregate Base, Class 5 (CV)(P)	7
200.707 Aggregate Subbase – Breaker Run (CV)	7
200.708 Select Granular Embankment (CV)(P)	7
SECTION 8: BASIS OF PAYMENT.....	8
200.801 Description.....	8
200.802 Items List	8

SECTION 200

EXCAVATION AND EMBANKMENT SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

200.101 Description

These Specifications shall apply to excavation and embankment construction. The work includes excavation, construction of embankments, placement of aggregate base, subgrade preparation, and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents, which compliment, modify, or clarify these specifications and are accepted as an enforceable component of the Contract or Contract Documents.

200.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids.

200.103 Right-of-Way & Street Widths

The City of Byron Standard Detail Plate provides street standards for public and private streets based on the street type.

SECTION 2: EXCAVATION AND EMBANKMENT

200.201 Excavation and Embankment

A. MN/DOT 2106 is supplemented by the following:

1. Embankments shall be constructed in uniform layers with the best available excavated materials placed nearest subgrade elevation, per Specification 2106.2.B.1, including all areas of topsoil removal and subgrade excavation. All excess clean earthen material shall become the property of the Contractor.
2. Common excavation includes all excavation above the subgrade excavation line except pavement removal. Pavement removal is paid for elsewhere. Payment for common excavation shall also include the disposal of other excess material as described. Common excavation not reused on site shall remain the property of the Contractor and stockpiled off site as directed.
3. The Contractor shall salvage a sufficient quantity of topsoil to re-spread. A minimum of six (6) inches of topsoil is to be placed on sodded areas. Salvaging topsoil and topsoil re-spread are considered incidental to the project. All excess topsoil material shall be disposed of by the Contractor. Loam topsoil borrow, per MN/DOT 3877.2.B, shall only be used as directed by the Engineer. Topsoil will only be paid if there is an insufficient quantity

of topsoil available to be salvaged. Topsoil re-spread and borrow shall be free of rock, wood, or other deleterious materials and shall be organic in nature. Unapproved topsoil re-spread or topsoil borrow shall be removed from the site.

Incorporation of Loam topsoil borrow without prior approval from the Engineer shall be considered incidental and shall not be considered for payment. Contractor operations that do not include prior salvaging of existing topsoil, no Loam topsoil borrow shall be considered and any Loam topsoil borrow required to meet the specified topsoil requirement prior to turf establishment shall be considered incidental.

4. Materials placed in the upper 3-feet of roadway embankments, and inside 1:1 slopes, as shown on the typical section, shall be compacted by the Specified Density Method to one hundred percent (100%) of maximum density. Materials placed below the upper 3-feet of the roadway embankment, shall be compacted by the Specified Density Method to ninety-five percent (95%) of maximum density. All material within roadway embankments shall meet moisture content requirements per MN/DOT table 2106.3-1. All material must meet moisture content requirements prior to compaction testing. Correction for moisture content not meeting table 2106.3-1 is incidental and no limit to the number of times required to perform drying or wetting due to weather, existing soil conditions, and/or time of year. Plan backfilling and roadway embankment construction to meet moisture content and compaction requirements. Material placed outside these limits, within rights-of-way, may be compacted by the Ordinary Compaction Method.
5. Proof rolling shall be performed on all roadways just prior to placing aggregate base, construction of curb and gutter, and bituminous paving. If there is a delay between the proof roll and construction of the aggregate base and the subgrade changes moisture content due to drying or rain, then re-proof rolling of the subgrade will be required prior to aggregate base construction. Proof rolling will be considered as incidental to grading and base construction. Any natural soils within the upper 12 inches should be thoroughly scarified and compacted. The subgrade will need scarification and drying after utility placement. There is no limit to the number of times scarification may be required to dry the earthen materials.
6. A shortage of material or the presence of rock in areas to be excavated shall be brought to the attention of the Engineer so that grade adjustments or other measures can be taken.
7. Geotextile fabric shall meet the requirements of MN/DOT 3733 for Type VII Non-Woven.
 - a. The geotextile fabric shall be placed on a properly graded and smooth drum compacted subgrade surface free from wood, frozen clumps, oversized stone, concrete or bituminous chunks, trash or debris of any kind or organic matter.
 - b. Placement of granular material and other construction operations above the fabric shall be performed so as to not tear, puncture or shift the fabric.

- c. Joints shall be overlapped a minimum of 18 inches.
- d. Geotextile fabric placed will be measured by area and will be computed on the plan dimensions, with no allowance for overlaps or seams.

SECTION 3: SUBGRADE PREPARATION

200.301 Subgrade Preparation

A. MN/DOT 2112 is supplemented by the following:

1. The Contractor shall scarify, mix, dry, blend and compact the top 12-inches of the subgrade materials as needed to achieve specified compaction. If conditions allow or Contractor operations do not include scarifying, drying, and blending of subgrade materials as a part of the roadway construction process, the work to shape the subgrade material to finish grade and smooth drum compact prior to aggregate base placement will be incidental to the common excavation item.

SECTION 4: AGGREGATE BASE

200.401 Aggregate Base

A. MN/DOT 2211 is supplemented by the following:

1. Aggregate base and surfacing shall be virgin Class 5 with an insoluble residue no greater than 12% and shall be placed to grade. All aggregate sources must be approved by the Engineer prior to use on this project.
2. As a Contractor's option, the existing bituminous pavement may be reclaimed and used as temporary surfacing or reclaimed to produce a MN/DOT Class 5 base and re-used in the bottom 4-inches of the required aggregate base section. Contractor shall supply passing MN/DOT Class 5 gradation tests of the reclaimed material prior to use as Aggregate Base. Placing and compacting of the reclaimed aggregate base shall meet MN/DOT 2215.3.E.1, including requiring pneumatic-tired and pad foot vibratory rollers for compaction. Any reclaimed material used as aggregate base shall be paid as aggregate base.
3. Compaction by the Specified Density Method will be required as follows: "The full thickness of each layer of Class 5 shall be compacted to not less than 100 percent of Standard Proctor density."
4. The subgrade shall be approved by the Engineer just prior to any fabric or aggregate base placement. Any change in moisture shall require re-proof rolling prior to placing fabric, aggregate base, concrete curb and gutter, and pavement at the Engineer's discretion. The aggregate base shall be proof rolled just prior to the placing the concrete curb and gutter, or pavement. Proof rolling shall be considered incidental to the aggregate base construction. Proofing rolling shall be performed on subgrade after it has been constructed to the design cross section and profile per MN/DOT 2112 and smooth drum compacted immediately prior to proof roll testing. Test rolling shall be performed per MN/DOT 2111 utilizing TR 10 (Tandem truck with total weight of truck and load is a minimum of 50,000 pounds).

Contractor shall provide documentation (weight ticket) from an independent certified scale facility verifying weight of test roller prior to performing proof roll. Minimum deflection on embankment materials is 2 inches and 0.5 inches on aggregate base measured from the top of the deflection to the bottom of the rut. After proof rolling, any marks left from test shall be smooth drum compacted prior to placing fabric or pavement.

SECTION 5: AGGREGATE SUBBASE – BREAKER RUN

200.501 Aggregate Subbase – Breaker Run

- A. Aggregate subbase material shall be used as a subgrade correction when unsuitable subgrade areas are encountered during construction, as directed by the Engineer. Breaker run shall not be used in place of performing subgrade preparation. If breaker run is to be used due to excessive moisture content and its determined that subgrade preparation cannot be performed due to seasonal limitations and found to be due to delay caused by Contractor schedule, breaker run may be required at Contractor’s expense. Aggregate subbase shall not be used unless approved by the Engineer.
- B. Defective subgrade areas shall be filled with breaker run to correct the area, as directed by the Engineer. Breaker run shall be defined as a 100% crushed carbonate quarry rock with an insoluble residue no greater than 12% meeting the following gradation requirements:

Sieve Size	% Passing
4"	100
1"	35-75
#4	10-40
#200	0-5

SECTION 6: SELECT GRANULAR EMBANKMENT

200.601 Select Granular Embankment

- A. MN/DOT 2106 and 3149 is supplemented by the following:
 - 1. Select granular embankment material shall comply with MN/DOT section 3149.2.B, Table 3149.2-1, except that in addition not more than 50% of the material shall pass the No. 40 sieve.

SECTION 7: MEASUREMENT AND PAYMENT

200.701 Common Excavation (P)

A bid item has been provided for Common Excavation (P). Measurement for “P” quantities shall be by plan dimensions as defined by MN/DOT 1901.1. Payment will be based on the planned quantity shown in the Bid Form and include placing and compacting suitable material on site and disposal of excess material off site. The bid unit price as a planned quantity and shall be compensation in full for all materials, labor, equipment, costs, and to complete the work as specified.

200.702 Loam Topsoil Borrow (LV)

A bid item has been provided for Loam Topsoil Borrow (LV). Measurement will be by the loose volume cubic yard of topsoil borrow delivered and installed. Topsoil borrow shall be free of rock, wood, or other deleterious materials and shall be organic in nature. Unapproved topsoil borrow shall be removed from the site. Payment at the bid unit price shall be compensation in full for all materials, costs, and to complete the work as specified. Topsoil Borrow is to be used as directed by the Engineer only.

200.703 Common Borrow (CV)

A bid item has been provided for Common Borrow (CV). Measurement will be by the compacted volume cubic yard of common borrow placed. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified.

200.704 Geotextile Fabric (P)

A bid item has been provided for Geotextile Fabric (P). Measurement for "P" quantities shall be by plan dimensions as defined by MN/DOT 1901.1. Payment shall be based on the planned quantity shown in the Bid Form and include placing. Payment for the furnishing and placement of the Geotextile Fabric Type VII, including all labor, materials, and equipment necessary to complete the said placement as specified, shall be included in the unit price bid for geotextile fabric. No additional compensation will be made for replacement of any damaged or torn fabric due to material defect or careless construction operations.

200.705 Subgrade Preparation

A bid item has been provided for Subgrade Preparation 12". Measurement will be by the road station of subgrade prepared prior to installing the geotextile fabric and aggregate base. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified.

200.706 Aggregate Base, Class 5 (CV)(P)

A bid item has been provided for Aggregate Base, Class 5 (CV)(P). Measurement for "P" quantities shall be based on plan dimensions as defined by MN/DOT 1901.1. Payment shall be based on the planned quantity shown in the Bid Form and shall include placing and compacting. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified.

200.707 Aggregate Subbase – Breaker Run (CV)

A bid item has been provided for Aggregate Subbase – Breaker Run (CV). Measurement will be by the cubic yard compacted volume. The volume shall be based upon areas directed by the Engineer and measurement of the surface area and depth. Payment at the bid unit price shall be compensation in full for all labor (including excavation, re-compaction of subgrade, and disposal of unsuitable material), materials, and costs to complete the work as specified.

200.708 Select Granular Embankment (CV)(P)

A bid item has been provided for Select Granular Embankment (CV) (P). Measurement for "P" quantities shall be based on plan dimensions as defined by MN/DOT 1901.1. Payment shall be based on the planned quantity shown in the

Bid Form and shall include placing and compacting. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, and to complete the work as specified.

SECTION 8: BASIS OF PAYMENT

200.801 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

200.802 Items List

Payment will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
200.701	COMMON EXCAVATION (P)	CU YD
200.702	LOAM TOPSOIL BORROW (LV)	CU YD
200.703	COMMON BORROW (CV)	CU YD
200.704	GEOTEXTILE FABRIC (P)	SQ YD
200.705	SUBGRADE PREPARATION	RD ST
200.706	AGGREGATE BASE, CLASS 5 (CV)(P)	CU YD
200.707	AGGREGATE SUBBASE – BREAKER RUN (CV)	CU YD
200.708	SELECT GRANULAR EMBANKMENT	CU YD

**PLANT MIXED ASPHALT PAVEMENT SPECIFICATIONS
300**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
300.101 Description.....	3
300.102 Reference Documentation	3
300.103 Pavement Design	3
300.104 Flexible Pavement Shared Use Trails	4
300.105 Right-of-Way and Street Widths.....	4
SECTION 2: BITUMINOUS TACK COAT.....	4
300.201 Bituminous Tack Coat.....	4
SECTION 3: PLANT MIXED ASPHALT PAVEMENTS.....	4
300.301 Plant Mixed Asphalt Pavements	4
SECTION 4: PAVEMENT SURFACE SMOOTHNESS.....	5
300.401 Pavement Surface Smoothness.....	5
SECTION 5: MEASUREMENT AND PAYMENT	5
300.501 Bituminous Tack Coat.....	5
300.502 Bituminous Pavement	5
300.503 Bituminous Driveway Pavement	5
SECTION 6: BASIS OF PAYMENT	6
300.601 Description.....	6
300.602 Items List	6

SECTION 300

PLANT MIXED ASPHALT PAVEMENT SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

300.101 Description

These Specifications shall apply to plant mixed asphalt pavements. The work includes excavation, construction of embankments, placement of aggregate base, subgrade preparation and plant mixed asphalt pavements, and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this Specification shall be construed to mean those documents, which compliment, modify, or clarify these Specifications and are accepted as an enforceable component of the Contract or Contract Documents.

300.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids.

300.103 Pavement Design

All flexible pavements for public roads shall be designed in accordance with the procedures set forth in the Minnesota Department of Transportation Pavement Manual.

A Pavement Design Report prepared and signed by a Licensed Professional Engineer shall be provided. The report shall utilize the conclusions and recommendations of the Geotechnical Report.

A. The report must contain the following:

1. The purpose and goals of the report.
2. The MN/DOT methodology used for the analysis.
3. Soils factor or R-value used. Recommended measures shall be provided for special conditions such as excess moisture or highly expansive soils.
4. Equivalent Single Axle Load Traffic Forecasting with volume and vehicle type distribution (6% trucks minimum) used for the recommendations. Indicate the source of the projections.
5. 50-year pavement life, including maintenance preservation schedule for overlay, seal coat, or rehabilitation.
6. Summary of calculations containing layer thickness of pavement, aggregate base and granular subbase or geotextile fabric.

B. Unless otherwise directed by the City Engineer, the minimum structural sections are as follows:

1. Flexible pavements include 4" bituminous surfacing, 10" aggregate base, breaker run (as required for subgrade corrections) and Geotextile Type 7.

300.104 Flexible Pavement Shared Use Trails

Unless otherwise directed by the City Engineer, the minimum section shall consist of 3" of bituminous surfacing in two lifts and 6" of aggregate base.

300.105 Right-of-Way and Street Widths

The City of Byron Standard Detail Plate provides street standards for public and private streets based on the street type.

SECTION 2: BITUMINOUS TACK COAT

300.201 Bituminous Tack Coat

A. MN/DOT 2357 is supplemented by the following:

1. The Contractor shall furnish and apply a uniform bituminous tack coat along the edges of adjacent bituminous pavement, concrete pavement, structures, curb and gutter, and between any successive bituminous courses to be placed under this contract. All surfaces shall be cleaned prior to the application of the bituminous tack coat. Tack coat shall be applied the same day as paving operations are performed.
2. Tack coat shall be CRS-2 or equal applied at a rate of 0.05 gallons per square yard.

SECTION 3: PLANT MIXED ASPHALT PAVEMENTS

300.301 Plant Mixed Asphalt Pavements

A. MN/DOT 2360 is supplemented by the following:

1. Typical designation numbers for the bituminous mixtures are as follows:
 - a. Type SP 12.5 Wearing Course – SPWEB240B
 - b. Type SP 12.5 Non-Wearing Course – SPNWB230B
2. The Contractor shall obtain density by quality compaction. Control strips shall be required to determine the optimum rolling pattern. Control strips shall be performed on each day of paving operations.
3. Contractor shall remove tack and/or bituminous from all valve box lids and manhole casting before final payment by the Owner.
4. Prior to any bituminous paving, the base shall be approved by the Engineer. Any defective areas shall be removed and replaced by the Contractor at their expense.
5. The cost of laboratory and field testing to establish mixture proportions, trial mix costs and any other quality assurance testing required by MN/DOT shall be the responsibility of the Contractor, for which no separate compensation will be made.

6. Incentive payment in accordance with Tables 2360.5-1 thru 2360.5-7 will not apply.
7. Bituminous driveways shall be 3-inches thick and shall include 6-inches of Aggregate Base, Class 5 on an approved subgrade.
8. The bituminous non-wear course shall go through one season of freeze thaw cycles. The bituminous wear shall be placed the following year. Seasonal bituminous ramp transitions from the non-wear surface to existing pavement shall be installed by the Contractor. Removal of the bituminous seasonal ramps by milling shall be performed by the Contractor, just prior to paving the bituminous wear course. The cost of installing the seasonal ramps, including bituminous material, and removing the season ramps shall be considered incidental, and no direct compensation shall be provided to the Contractor.
9. All valve boxes shall be adjusted to the non-wear surface elevation. The cost of adjusting the gate valve boxes to the non-wear surface elevation shall be considered incidental, and no direct compensation shall be provided to the Contractor.
10. If the bituminous base course has settled or has been damaged, the Contractor shall remove and replace the settled and/or damaged areas at the Contractor's expense as directed by Engineer.

SECTION 4: PAVEMENT SURFACE SMOOTHNESS

300.401 Pavement Surface Smoothness

- A. The MN/DOT 2399 (Pavement Surface Smoothness) Specification is hereby deleted from the MN/DOT Standard Specifications.

SECTION 5: MEASUREMENT AND PAYMENT

300.501 Bituminous Tack Coat

Bituminous tack coat shall be incidental to the project.

300.502 Bituminous Pavement

A bid item has been provided for bituminous pavement by designation. Measurement for bituminous pavement shall be by the ton of each mixture placed. Payment at the bid unit price shall be compensation in full for the bituminous material incorporated in the mixture and all costs of constructing the bituminous pavement as specified, including the cleaning of valve box lids and manhole casting covers, as necessary. The Contractor shall furnish the Engineer with supplier weight tickets indicating date, net weight, mix designation and disposal location for each load used on the project.

300.503 Bituminous Driveway Pavement

A bid item has been provided for bituminous driveway pavement. Measurement will be by the square yard. Payment at the bid unit price shall be compensation in the full for all costs for bituminous pavement, aggregate base, excavation and compaction to construct as specified.

SECTION 6: BASIS OF PAYMENT

300.601 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to their designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

300.602 Items List

ITEM NO	ITEM	UNIT
300.502	TYPE SP ___ BITUMINOUS WEARING COURSE SPWE_____	TON
300.502	TYPE SP ___ BITUMINOUS NON-WEAR COURSE SPNW_____	TON
300.503	BITUMINOUS DRIVEWAY PAVEMENT	TON

**WALKS, CONCRETE CURBING AND CONCRETE DRIVEWAY
PAVEMENT SPECIFICATIONS
400**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
400.101 Description.....	3
400.102 Reference Documentation	3
SECTION 2: MATERIALS	3
400.201 Concrete	3
400.202 Aggregate Base	3
400.203 Truncated Domes	3
SECTION 3: CONSTRUCTION REQUIREMENTS	4
400.301 Public Utilities	4
400.302 Concrete Sidewalk.....	4
400.303 Concrete Curb and Concrete Driveway Pavement.....	4
400.304 Truncated Domes	5
SECTION 4: MEASUREMENT AND PAYMENT	5
400.401 Concrete Walk	5
400.402 Concrete Curb and Gutter.....	5
400.403 Concrete Driveway Pavement.....	6
400.404 Truncated Domes	6
400.405 Pedestrian Curb Ramps.....	6
SECTION 5: BASIS OF PAYMENT	6
400.501 Description.....	6
400.502 Concrete Items	6
400.503 Items List	6

SECTION 400

WALKS, CONCRETE CURBING AND CONCRETE DRIVEWAY PAVEMENT SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

400.101 Description

These Specifications shall apply to the construction of sidewalks, concrete curbing and concrete driveway pavement improvements. The work includes the construction of sidewalks, concrete curbing, concrete driveway pavement and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this Specification shall be construed to mean those documents, which compliment, modify, or clarify these Specifications and are accepted as an enforceable component of the Contract or Contract Documents.

400.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids. All references to other Specifications of AASHTO, ASTM, ANSI, etc. shall mean the latest published edition available on the date of advertisement for bids.

SECTION 2: MATERIALS

MN/DOT 2301, 2521, and 2531 is supplemented by the following:

400.201 Concrete

Concrete shall meet the requirements of Minnesota Department of Transportation Specifications 2461. Type 3F52 concrete shall be used for all hand-placed concrete and Type 3F32 concrete for all machine placed concrete with a minimum compressive strength of 4500 psi.

A batch ticket signifying the concrete mix design and the presence of any admixtures shall accompany each load of ready-mixed concrete. These tickets shall be provided to the onsite Owner's representative. Any non-compliant concrete shall be removed and replaced at the Contractor's own expense.

400.202 Aggregate Base

Aggregate base shall be virgin Class 5.

400.203 Truncated Domes

Truncated domes shall comply with MN/DOT Special Provision 2531.

SECTION 3: CONSTRUCTION REQUIREMENTS

MN/DOT 2301, 2521, and 2531 is supplemented by the following:

400.301 Public Utilities

The Contractor shall be responsible to protect any existing utility from damage caused by or occurring during their operations. If the work requires excavation, the Contractor shall notify utility owners by requesting on site utility locations using the state 'Gopher One Call' system.

The locations of underground facilities shown on the Plans are approximate only and are shown only for the Contractor's general information. The Engineer does not assume responsibility for showing all utilities on the Plans. The Contractor shall notify all public and private utilities of their work schedule, and use suitable precautions to prevent damage to pipes, conduits, and other underground or overhead structures.

400.302 Concrete Sidewalk

A. The Contractor shall notify each abutting property owner at least 3 days, but not more than 5 days in advance of starting work at each location. This notice should be in writing and also be provided to the Engineer and Owner for verification of distribution.

After the notice time has expired, the Contractor shall begin the work. Trees shall not be removed except upon specific request of the owner of said tree.

B. All concrete form-work shall be securely staked in place to prevent any shifting of the forms in alignment and grade during placement of concrete. Form-work shall be inspected by the Engineer before any concrete is placed. Any concrete poured without inspection shall be considered unauthorized work and therefore no compensation will be made.

C. A minimum of 4 inches of compacted Class 5 aggregate base shall be placed under all concrete work. Aggregate base shall be incidental.

D. All concrete sidewalk shall be a minimum of 4-inch thickness. Pedestrian ramps and landings shall be a minimum 6-inch thickness. The concrete sidewalk through a driveway apron shall be paid as concrete driveway pavement and shall meet the requirements of concrete driveway pavement and include reinforcement.

E. Pedestrian ramps shall be constructed in accordance with the latest edition of MN/DOT Standard Plan 5-297.250.

F. All concrete sidewalk shall be sawcut. Locations of all sawcuts shall be approved in the field by the Engineer prior to sawing. All joints shall be saw cut a minimum depth of 1/3 the thickness of the concrete.

400.303 Concrete Curb and Concrete Driveway Pavement

- A. The Contractor shall notify each abutting property owner at least 3 days, but not more than 5 days in advance of starting work at each location. This notice should be in writing and also be provided to the Engineer and Owner for verification of distribution.
- B. All concrete form-work shall be securely staked in place to prevent any shifting of the forms in alignment and grade during placement of concrete. Form-work inspected by the Engineer before any concrete is placed. Any concrete poured without inspection shall be considered unauthorized work and therefore no compensation will be made.
- C. A minimum of 4 inches of compacted Class 5 aggregate base shall be placed under all concrete work. Aggregate base shall be incidental.
- D. All concrete residential driveways shall be a minimum of 6-inch thickness and commercial driveways and alleys shall be 7-inches thick.
- E. All concrete joints shall be saw cut a minimum depth of 1/3 the thickness of the concrete. Contractor shall review jointing layout with Engineer prior to construction.
- F. All concrete driveways shall be placed with the following reinforcement. Reinforcing steel shall be No. 4 (1/2") bar at 18 inches on center. Reinforcement shall be placed in bottom 1/3 of concrete and supported by chairs, no adjustments of reinforcement during concrete placement by hand will be allowed. No. 4 (1/2") epoxy coated dowel bar shall be drilled and grouted in the existing driveway at 18 inches on center if the driveway is greater than 4 inches thick and is in good condition, as determined by the Engineer. The reinforcement steel and grout shall be incidental to the driveway pavement.
- G. All tie-in's to existing curb and gutter shall be tied with three No. 4 (1/2") 12" long epoxy coated dowel bars. The reinforcement steel and grouting shall be incidental to the Concrete Curb and Gutter.

400.304 Truncated Domes

Truncated domes shall be constructed in accordance with MN/DOT Special Provisions 2531.

SECTION 4: MEASUREMENT AND PAYMENT

400.401 Concrete Walk

Bid items have been provided for concrete sidewalk per thickness designation. Measurement will be by the square foot of sidewalk per thickness designation constructed. Payment at the bid unit price shall be compensation in full for all labor and materials, including aggregate base, and doweling into existing sidewalk and at pedestrian ramps, to complete the work as specified.

400.402 Concrete Curb and Gutter

Bid items have been provided for concrete curb and gutter, per type. Measurement will be by the linear foot of curb constructed. Payment at the bid unit price shall be compensation in full for all labor and materials, including steel reinforcing, to complete the work as specified.

400.403 Concrete Driveway Pavement

Bid items have been provided for concrete driveway pavement per thickness designation. Measurement will be by the square yard of concrete driveway pavement per thickness designation constructed. Payment at the bid unit price shall be compensation in full for all labor and materials, including steel reinforcement, to complete the work as specified.

400.404 Truncated Domes

A bid item has been provided truncated domes. Measurement will be based on surface area per square foot. Payment at the bid unit price shall be compensation in full for furnishing and installation of truncated domes.

400.405 Pedestrian Curb Ramps

No bid item has been provided for pedestrian curb ramps. Pedestrian curb ramps will be paid as 6" concrete sidewalk.

SECTION 5: BASIS OF PAYMENT

400.501 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to design designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete in-place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate pay items.

400.502 Concrete Items

The unit price bid for all concrete items shall include all the costs of labor, materials, and other services necessary to properly construct said concrete work, including excavation, compacted aggregate, additional aggregate if needed, compaction, jointing, curing, protection of the work, and clean-up.

400.503 Items List

Payment will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
400.401	4" CONCRETE SIDEWALK	SQ FT
400.401	6" CONCRETE SIDEWALK	SQ FT
400.402	___ CONCRETE CURB AND GUTTER	LIN FT
400.403	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD

ITEM NO	ITEM	UNIT
400.403	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD
400.404	TRUNCATED DOMES	SQ FT

**TRENCH EXCAVATION AND BACKFILL SPECIFICATIONS
500**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	4
500.101 Description.....	4
500.102 Reference Documentation	4
SECTION 2: MATERIALS	4
500.201 Granular Materials	4
500.202 Select Material for Backfill.....	4
500.203 Aggregate for Pipe Foundation	4
500.204 Fine Filter Aggregate	5
500.205 Aggregate for Hydrant Drainage Pit	5
500.206 Bedding and Encasement for Flexible Pipe.....	5
500.207 Bedding and Encasement for Ductile Iron Pipe and Type K Copper Tubing.....	5
500.208 Bedding and Encasement for Reinforced Concrete Pipe	5
500.209 Bedding and Encasement for Corrugated Steel Pipe	5
500.210 Structure Backfill.....	5
500.211 Miscellaneous Material	6
500.212 Granular Material Use Designations	6
500.213 Piling.....	6
500.214 Polystyrene Insulation.....	6
500.215 Casing	6
SECTION 3: CONSTRUCTION REQUIREMENTS	7
500.301 Maintenance of Traffic	7
500.302 Establishing Line and Grade	7
500.303 Public Utilities	8
500.304 Protection of Improvements	8
500.305 Removal of Surface Improvements.....	9
500.306 Operational Limitations and Requirements	9
500.307 Rock Excavation	10
500.308 Excavation Limitations and Requirements	11
500.309 Preparation and Maintenance of Foundations.....	12
500.310 Sheet piling and Bracing Excavations.....	13
500.311 Pipeline Backfilling Operations.....	13
500.312 Compaction of Materials	14
500.313 Jacking/Boring	15
500.314 Horizontal Directional Drilling	16
500.315 Placement of Polystyrene Insulation	22

500.316	Final Cleanup.....	22
SECTION 4: MEASUREMENT AND PAYMENT		22
500.401	Description.....	22
500.402	Rock Excavation	23
500.403	Exploratory Excavation	23
500.404	Polystyrene Insulation.....	23
500.405	Aggregate for Pipe Foundation (CV)	23
500.406	Steel Casing Pipe	23
500.407	Steel Casing Pipe (Jacked).....	23
500.408	Directional Drill.....	24
500.409	Directional Drill – Rock.....	24
500.410	Items List	24

SECTION 500

TRENCH EXCAVATION AND BACKFILL SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

500.101 Description

This work shall consist of excavation, trenching, and backfilling for the construction of underground utilities.

The use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

500.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation "Standard Specifications for Construction", and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

SECTION 2: MATERIALS

500.201 Granular Materials

Granular materials furnished for foundation, bedding and encasement or other purposes as may be specified shall consist of any virgin natural or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone, or slag that shall be so graded as to meet the gradation requirements specified herein for each particular use by the material manufacturer or as indicated in the Plans, Geotechnical Report, Specifications, or Special Provisions.

500.202 Select Material for Backfill

Backfill materials shall consist of suitable existing trench materials, except as otherwise specified in the Geotechnical Report or Special Provisions. Suitable material shall be defined as a mineral soil free of foreign materials (rubbish, organics, and debris), frozen clumps, oversize stone, rock, concrete or bituminous chunks, and other unsuitable materials that may damage the pipe, prevent thorough compaction, or increase the risks of settlement.

A Gradation Report for the proposed granular materials, by a certified approved independent testing laboratory shall be furnished to the Engineer before any of the granular materials are delivered to the project.

500.203 Aggregate for Pipe Foundation

Aggregate foundation material shall be used to prepare the pipe foundation when unsuitable foundation areas are encountered during construction, as directed by

the Engineer. Aggregate for pipe foundation shall not be used unless approved by the Engineer.

Aggregate for pipe foundation shall comply with MN/DOT Table 3149.2-7 Coarse Aggregate Bedding.

This item is not to be used as pipe bedding material. In areas where the existing groundwater table is above the spring line of the pipe, aggregate for pipe foundation shall be used in place of pipe bedding material. Contractor shall provide costs for pipe bedding material and Contractor will be reimbursed the difference between pipe bedding material and aggregate for pipe foundation. Aggregate for pipe foundation will not be compensated for in places where required, due to Contractor choosing not to bypass pump sanitary sewer, dewatering trench during watermain tie-ins, and for hydrant drain pits, and any other places not directed by Engineer.

500.204 Fine Filter Aggregate

Fine filter aggregate shall comply with MN/DOT Table 3149.2-11.

500.205 Aggregate for Hydrant Drainage Pit

Aggregate for hydrant drainage pit shall comply with MN/DOT Table 3149.2-7 Coarse Aggregate Bedding.

500.206 Bedding and Encasement for Flexible Pipe

Bedding and encasement materials shall meet the requirements of MN/DOT Table 3138.2-3 for Class 5.

500.207 Bedding and Encasement for Ductile Iron Pipe and Type K Copper Tubing

Bedding and encasement materials shall meet the requirements of MN/DOT Table 3149.2-1 for granular material.

500.208 Bedding and Encasement for Reinforced Concrete Pipe

Bedding and encasement materials shall meet the requirements of MN/DOT table 3149.2-2 for granular backfill.

500.209 Bedding and Encasement for Corrugated Steel Pipe

Bedding and encasement materials shall meet the requirements of MN/DOT table 3149.2-1 for granular material.

500.210 Structure Backfill

Structure backfill around all manholes and other structures shall be backfilled with granular backfill within 4.0 feet of the structure. Structure backfill shall conform to MN/DOT Table 3149.2-2, except that not more than 50% of the material shall pass the #40 sieve. Compaction to 100% of specified density shall be obtained with hand operated equipment.

Structure backfill around manholes other structures (catch basins, etc.), including granular bedding, associated excavation, and disposal of material shall be incidental to the project.

500.211 Miscellaneous Material

Any other miscellaneous material required in the work, but which is not specifically mentioned in these Specifications, shall be virgin material, approved by the Engineer prior to its use.

500.212 Granular Material Use Designations

Granular materials provided for foundation, bedding or encasement use as required by the Plans, Specifications, and Special Provisions, either as part of the pipe item work unit or as a separate Contract item, shall be classified as to use in accordance with the following:

A. Material Use and Zone Designation

1. Aggregate for Pipe Foundation

Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve improved foundation support, as directed by the Engineer.

2. Granular Bedding

Placed below the pipe midpoint, prior to pipe installation, to facilitate proper shaping, and to achieve uniform pipe support. For flexible pipe installation, placed below the pipe midpoint to a point six inches (6") below the bottom of pipe.

3. Granular Encasement

Placed below an elevation one foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids or thorough consolidation of backfill.

B. In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

500.213 Piling

Piling shall be constructed in accordance with the provisions of MN/DOT 2452 and special plan details relating to piling.

500.214 Polystyrene Insulation

Polystyrene insulation shall meet the requirements of MN/DOT 3760.

500.215 Casing

A. Steel Casing for Railroad Crossings

Steel casing pipe shall meet the requirements specified by the railroad requirements.

B. Steel Casing for Non-Railroad Crossings

Steel casing pipe shall be new material, with minimum yield strength of 35,000 psig (pounds per square inch gauge). All joints in steel casing pipe shall be welded. The following minimum wall thickness shall be used:

Casing Pipe Wall Thickness

Outside Diameter	Under Roadway
12" to 28"	0.250
30" to 34"	0.375
36" to 60"	0.500

SECTION 3: CONSTRUCTION REQUIREMENTS

500.301 Maintenance of Traffic

Whenever work interferes with the flow of traffic along a roadway, the Contractor shall provide traffic control signing and public safety in accordance with the provisions in the Minnesota Manual on Uniform Traffic Control Devices (current edition and any amendments), MN/DOT 1404 and 1710, and the Special Provisions. Neither road closures nor detours shall be permitted unless specified in the Special Provisions or authorized by the Engineer. Where road closures or detours are permitted by the Engineer, the Engineer shall determine the appropriate agencies, boards, or departments the Contractor must notify prior to taking the action and the proper advance notice to be provided to each body.

Compliance with this requirement shall not be construed to relieve the Contractor from the responsibility of notifying agencies or institutions whose services may be predicated upon a roadway being opened to traffic or whose services would be hindered if a roadway is closed to traffic. Such agencies or institutions shall include, but not be limited to, the police department, the fire department, municipal bus service, school bus service, and ambulance service, mail delivery, and waste hauler services. The Contractor shall keep the required agencies informed of changing traffic patterns and detour situations.

The Contractor shall protect all excavations by barricades, lights and other warning devices. All warning devices shall be placed and conform to Minnesota Manual on Uniform Traffic Control Devices.

500.302 Establishing Line and Grade

The primary line and grade will be established by the Engineer. For trench installation, line and grade stakes will be set parallel to the proposed pipeline at an appropriate offset that will best serve the Contractor's operations. For tunnel installation, line and grade stakes will be set directly above the proposed pipeline setting.

GPS staking by the contractor is not permitted.

The Contractor shall arrange operations to avoid unnecessary interference with the establishment of the primary line and grade stakes and shall render whatever assistance may be required by the Engineer in accomplishing the staking. The Contractor shall be responsible for preservation of the primary stakes and, if negligent in providing necessary protection, shall bear the full cost of any re-staking.

The Contractor shall be solely responsible for the correct transfer of the primary line and grade to all working points and for construction of the work to the prescribed lines and grades as established by the Engineer.

In areas where direct conflicts arise between the alignment of sanitary or storm sewer, with watermain (either less than 10 foot horizontally and/or 1.5 foot vertically between the outer surfaces of the pipes) the following conditions must be met. The sewer shall be constructed of materials and with joints that are equivalent to watermain standards of construction and is pressure tested to assure water tightness prior to backfilling. The Contractor shall follow the requirements shown on the City Standard Detail Plate for Alignment of Watermain at Sewer or Subdrain Manhole in a Common Trench as an incidental expense of the sewer.

No deviation shall be made from the required line or grade except with the consent of the Engineer.

500.303 Public Utilities

The Contractor shall be responsible to protect any existing utility from damage caused by or occurring during their operations. If the work requires excavation, the Contractor shall notify all utility owners by requesting on site utility locations using the state 'Gopher One Call' system. The Contractor should anticipate that work may need to be performed in close proximity to other utilities which may deter their operations. No existing public utility lines shall be disturbed by the operations of the Contractor, except those which are specifically designated in the Special Provisions, without the express permission of the City. In case any of the aforementioned public utilities are broken or damaged in any way by the Contractor's operations, the owner of the utility shall be notified, and damage repaired without delay. The cost of such repairs, or extraordinary excavation measures, shall be paid by the Contractor at their own expense.

The locations of underground facilities shown on the plans are approximate only and are shown only for the Contractor's general information. The Engineer does not assume responsibility for showing all utilities on the Plans. The Contractor shall use suitable precautions to prevent damage to pipes, conduits, and other underground or overhead structures.

The Construction shall provide for the continued flow of all watercourses, sewers, gutters, and drains, in a manner subject to the approval of the City Engineer, during the service connection work.

500.304 Protection of Improvements

All improvements and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval of the Engineer.

Obstructions such as street signs, guard posts, small culverts, mailboxes, and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as approved by the Engineer and that nonessential items are properly stored for the duration of construction.

The Contractor shall be responsible for protection of existing overhead utilities and poles. This shall include arranging with the utility owner and paying the utility for holding poles that will be close to the edge of any trench. Holding of poles and repair of any damage to these facilities shall be considered incidental to the project with no additional compensation.

The Contractor shall cause a minimum of inconvenience to persons residing near the improvement. The Contractor shall protect all excavations by barricades, lights and other warning devices.

Within the City's right-of-way, the Contractor shall not disturb or damage any shade trees or hedges, except by specific written order of the City Engineer. On private property, the Contractor shall not disturb or damage any shade trees or hedges, except with written authorization of the property owner. The setting and marking of stakes shall not be considered such order.

In the event of damage to any improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer at the Contractor's own expense.

Upon completion, the public and private property shall be restored to the equal or better condition than prior to commencing work.

500.305 Removal of Surface Improvements

Removal of surface improvements in connection with trench excavation shall be limited to actual needs for installation of the pipeline and appurtenances, based on the allowable trench widths and any other controls imposed in connection with the work. Removal operations shall be coordinated effectively with the excavation and installation operations as will cause the least practical disruption of traffic or inconvenience to the public. The debris resulting from removals shall become the property of the Contractor and shall be disposed of by the Contractor in accordance with MN/DOT 2104 and the Special Provisions. Removal debris shall not be deposited at locations that will block access to fire hydrants, private driveways, or other essential service areas, nor obstruct surface drainage. Removal and final disposal of debris shall be accomplished as a single operation wherever possible, and, in any event, the debris shall be removed from the site before starting the excavating operations. Any reusable materials generated during the work, such as aggregate, sod, topsoil, shall be segregated from other waste materials and be stockpiled so as to maintain suitability and permit proper reuse.

500.306 Operational Limitations and Requirements

Trench excavation must conform to all local, state, and federal requirements. All work must be confined to the limits of the construction and to easements and right-of-way as indicated on the Plans. The Contractor shall install at their expense the necessary trench support to meet the varying soil conditions and to protect existing structures and property. The trench shall be drained to provide stable excavation and permit the pipe to be laid in a dry trench.

Excavating operations shall proceed only so far in advance of pipe laying that will satisfy the needs for coordination of work and permit advance verification of unobstructed line and grade as planned, consistent with the Contractor's methods

and scheduling. Where interference with existing structures is possible or in any way indicated, and where necessary to establish elevation or direction for connections to in-place structures, the excavating shall be done at those locations in advance of the main operation so actual conditions will be exposed in sufficient time to make adjustments without resorting to extra work or unnecessary delay. The maximum length of open trench will be the distance necessary to accommodate the amount of pipe installed in a single day. To the extent practical, trenches shall be fully backfilled each day. At any time a trench is unattended, the entire trench shall be protected with a minimum of 4-foot high construction fence.

Wherever possible, excavated materials shall be placed in areas that will not block existing vehicle and pedestrian traffic and drainage ways. The Contractor shall review proposed methods of operation with the Engineer prior to beginning the work.

The Contractor shall backfill all trenches at the end of each work day, or upon written authorization of the Engineer, shall provide another approved method of protecting the trench area while work is not being performed.

All installations shall be accomplished by open trench with the exception that boring and jacking construction methods shall be employed where specifically required by the Plans, Specifications, or Special Provisions.

The excavating operations shall be conducted so as to carefully expose all existing underground structures without damage. Wherever the excavation extends under or approaches so close to an existing structure as to endanger it in any way, precautions and protective measures shall be taken as necessary to preserve the structure and provide temporary support. Hand methods of excavating or vacuum methods shall be utilized to probe for and expose such critical or hazardous installations as gas pipe, power and communication cables, watermain, gravity and pressure sewers, and respective service pipes.

The Engineer shall be notified of any need for blasting to remove materials classified as rock, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The hours of blasting operations shall be set by the Owner. The Contractor shall assume full responsibility for any damages caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable local, state and federal laws, regulations, and ordinances.

500.307 Rock Excavation

If sandstone or weathered limestone is encountered, trench excavation of sandstone or weathered limestone will not be considered for payment as Rock Excavation unless the Contractor can demonstrate that extraordinary measures are required to complete the trench work. Extraordinary measures would include ripper-tooth on a bulldozer or hydraulic jackhammer. Excavation by backhoe with a rock-teeth bucket will not be considered an extraordinary measure. The need for a larger backhoe to perform the limestone excavation will not be considered an extraordinary measure. Rock that is removed from the trench shall be crushed sufficiently to a size less than six (6) inches in diameter before it can be used as

trench backfill. Rock larger than 6 inches in diameter will not be allowed as trench backfill.

500.308 Excavation Limitations and Requirements

Trench excavating shall be to a depth that will permit preparation of the foundation as specified and installation of the pipeline and appurtenances at the prescribed line and grade, except where alterations are specifically authorized. Trench widths shall be sufficient to permit the pipe to be laid and joined properly and the backfill to be placed and compacted as specified. Extra width shall be provided as necessary to permit convenient placement of sheeting and shoring and to accommodate placement of appurtenances.

Excavations shall be extended below the bottom of structures as necessary to accommodate any required granular foundation material. When rock or unstable foundation materials are encountered at the established grade, additional materials shall be removed as specified or directed by the Engineer to produce an acceptable foundation. Unless otherwise indicated or directed, rock shall be removed to an elevation at least six inches (6") below the bottom surface of the pipe barrel and below the lowest projection of flange and bell/spigot joint. All excavations below grade shall be to a minimum width equal to the outside pipe diameter plus two feet (2'). Rock shall be removed to such additional horizontal dimensions as will provide a minimum clearance of six inches (6") on all sides of appurtenant structures such as valves, housings, access structures, etc.

Where no other grade controls are indicated or established for the pipeline, the excavating and foundation preparations shall be such as to provide a minimum cover over the top of the pipe as specified. Trench widths shall allow for at least six inches (6") of clearance on each side of the flange and bell/spigot joint. The trench width shall be the outside diameter of the pipe plus two feet (2').

When watermain, sanitary sewer and services are installed prior to rough grading, a minimum of 4' of earth fill shall be placed over the pipe. The final earth cover shall be not less than 7 feet for watermain and water services and 8 feet for sanitary sewer main and sewer services.

The trench width may be exceeded only by approval of the Engineer, after consideration of pipe strength and loading relationships. Any alternate proposals made by the Contractor shall be in writing, giving the pertinent soil weight data and proposed pipe strength alternate, at least seven (7) days prior to the desired date of decision. Approval of alternate pipe designs shall be with the understanding that there will be no extra compensation allowed for any increase in material or construction costs.

If the trench is excavated to a greater width than that authorized, the Engineer may direct the Contractor to provide a higher class of bedding and/or a higher strength pipe than that required by the Plans, Specifications, and Special Provisions in order to satisfy design requirements, without additional compensation.

Excess excavated materials generated by utility construction without a specified use on the project site, shall become the property of the Contractor and disposed of offsite. Offsite disposal of excess excavated materials is considered incidental to the construction with no additional compensation.

Granular foundation material is not to be used as pipe bedding material. In areas where the existing groundwater table is above the spring line of the pipe, aggregate for pipe foundation shall be used in place of pipe bedding material. Contractor shall provide costs for pipe bedding material and Contractor will be reimbursed the difference between pipe bedding material and aggregate for pipe foundation. Aggregate for pipe foundation will not be compensated for in places where required, due to contractor choosing not to bypass pump sanitary sewer, dewatering trench during watermain tie-ins, and for hydrant drain pits, and any other places not directed by Engineer.

Exploratory excavation will be required to locate the existing sanitary sewer, subdrain and water services. Exploratory excavation shall not be used unless approved by the Engineer.

500.309 Preparation and Maintenance of Foundations

Foundation preparations shall be conducted as necessary to produce a stable foundation and provide continuous and uniform pipe bearing between bell holes. The initial excavating or backfilling operations shall produce a subgrade level slightly above finished grade as will permit hand shaping to finished grade by trimming of high spots and without the need for filling of low spots to grade. Final subgrade preparations shall be such as to produce a finished grade at the centerline of the pipe that is within three hundredths of a foot (0.03') of a straight line between pipe joints and to provide bell excavation at each joint as will permit proper joining of pipe and fittings.

In excavations made below grade to remove rock or unstable materials, the backfilling to grade shall be made with available suitable materials. Placement of the backfill shall be in relatively uniform layers not exceeding eight inches (8") in loose thickness. Each layer of backfill shall be compacted thoroughly, by means of approved mechanical compaction equipment, as will produce uniform pipe support throughout the full pipe length and facilitate proper shaping of the pipe bed.

It shall be the Contractor's responsibility to notify the Engineer of changing soil conditions which may be of poor bearing capacity and when organic soils are encountered. Where utilities are placed on unstable soils without notification of the Engineer, the Contractor shall be responsible for all repairs and correction of the installation without further compensation.

Care shall be taken during final subgrade shaping to prevent any over-excavation. Should any low spots develop, they shall only be filled with approved material, which shall have optimum moisture content and be compacted thoroughly without additional compensation to the Contractor. The finished subgrade shall be maintained free of water and shall not be disturbed during pipe lowering operations except as necessary to remove pipe slings. The discharge of trench dewatering pumps shall be directed to natural drainage channels or storm water drains. Draining trench water into sanitary sewers or combined sewers will not be permitted.

The Contractor shall install and operate a dewatering system to maintain pipe trenches free of water whenever necessary or as directed by the Engineer. Unless otherwise specified in the Plans, Specifications, and Special Provisions, dewatering shall be considered incidental.

All costs of excavating below grade, preparation of the foundation and or bedding aggregates and backfilling as required shall be incidental to the pipe. Any excavation below grade and any foundation or bedding aggregates required by order of the Engineer in the absence of Contract requirements will be compensated for separately.

500.310 Sheeting and Bracing Excavations

All trench excavations that require slope support shall be sheeted, shored, and braced in a manner that will meet all requirements of the applicable safety codes and regulations; comply with any specific requirements of the Contract; and prevent disturbance or settlement of adjacent surfaces, foundations, structures, utilities, and other properties. Any damage to the work under contract, to adjacent structures, or other property, caused by settlement, water or earth pressures, slides, cave-ins, or other causes due to the failure or lack of sheeting, shoring, or bracing, through negligence or fault of the Contractor in any manner shall be repaired at the Contractor's expense and without delay.

The Plans, Specifications, and Special Provisions may require special precautions to protect life and property. The Engineer may order other precautions when excavation conditions appear to warrant additional measures. Failure of the Engineer to order correction of improper or inadequate sheeting, shoring, or bracing shall not relieve the Contractor's responsibilities for protection of life, property, and the work.

The Contractor shall assume full responsibility for proper and adequate placement of sheeting, shoring, and bracing, to prevent displacement. Bracing shall be so arranged as to provide ample working space and without increase of stress or strain on the in-place structures to any extent that may cause damage.

Sheeting, shoring and bracing materials shall be removed only when and, in such manner, as will assure adequate protection of the in-place structures and prevent displacement of supported grounds. Sheeting and bracing shall be left in place only as required by the Plans, Specifications, and Special Provisions or ordered by the Engineer. Otherwise, sheeting and bracing may be removed as the backfilling reaches the level of respective support. Wherever sheeting and bracing is left in place, the upper portions shall be cut and removed to an elevation of three feet (3') or more below the established surface grade or as the Engineer may direct.

All costs of furnishing, placing and removing sheeting, shoring, and bracing materials, including the value of materials left in place as required by the Contract, shall be incidental to the project. When sheeting, shoring, or bracing materials are left in place by written order of the Engineer, in the absence of specific requirements of the Contract, payment will be made for those materials by supplemental agreement.

500.311 Pipeline Backfilling Operations

All pipeline excavations shall be backfilled to restore preexisting conditions as the minimum requirement, and fulfill all supplementary requirements indicated in the Plans, Specifications, and Special Provisions. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

The backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available within the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources.

Backfill material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects. Placement of backfill material containing stones, boulders, chunks, greater than eight inches (8") in any dimension shall not be allowed.

All equipment, labor, and materials including bedding and backfill, compaction and disposal of excess backfill material shall be considered incidental to the installation of the pipe.

Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the cover zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

Backfill materials shall be carefully placed in uniform loose thickness layers up to twelve inches (12") thick spread over the full width and length of the trench section to provide simultaneous support on both sides of the pipeline.

Each layer of backfill material shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation, and the density of the compacted layer conforms to the density requirements specified in the Special Provisions. Compaction of each layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, compaction equipment, or procedure effectiveness shall be subject to approval of the Engineer.

All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within twenty four (24) hours after completing the backfill work on each particular pipeline section. Disposal at locations within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion and own expense.

500.312 Compaction of Materials

Compaction of backfill within embankment areas shall be in accordance with MN/DOT 2106.3.G.2 Compaction of backfill around structures shall be achieved by the means of a vertical vibratory tamper ("Jumping Jack Compactor"), including when raising/adjusting castings; "plate compactors" shall not be allowed for any compaction. All other trenches shall be compacted to 95% Standard Proctor. The backfill shall be placed in no greater than 12 inch layers.

Bedding and encasement material shall be carefully placed by hand methods and tamped around and over the sewer and water connection to a depth 1 foot above the top of the pipe. The remainder of the backfill shall be placed in layers of uniform depth not exceeding 12 inches per layer and compacted to City Standards.

Maximum density and optimum moisture shall be determined using the methods described in the current edition of the MN/DOT Grading and Base Manual.

Until expiration of the guarantee period, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition, regardless of location. All additional labor and materials required shall be furnished at the Contractor's own expense.

Any settlement of road surfaces placed under this Contract and that are within the guarantee period that are in excess of one-half inch (1/2"), as measured by a ten foot (10') straight edge, shall be considered failure of the mechanical compaction. The Contractor shall be required to repair such settlement at the Contractor's own expense.

500.313 Jacking/Boring

The terms "auger", "boring", "jack", and "jacking" in the Proposal, Specifications, and Plans refers only to trenchless construction.

Jack/augering within MN/DOT or County right-of-way shall comply with the requirements of the respective agencies and the issued permit.

The minimum diameter of the casing pipe shall be four inches (4") greater than the outside diameter of the bell of the carrier pipe.

The annular opening along the outside the casing pipe shall be grouted.

The Contractor shall prevent excavated materials from flowing back into the excavation during the trenchless construction. This shall include the use of a shield conforming to the size and shape of the casing that will prevent materials from flowing into the leading edge of the casing. The machine used shall be capable of controlling line and grade and shall conform to the size and shape of the casing pipe.

No jacking/augering of pipe will be allowed below the water table unless the water table has been lowered sufficiently to keep the water below the pipe being installed. The use of water under pressure (jetting) or puddling will not be permitted to facilitate jacking/augering operations.

If any installation is augered, the head shall be approved by the Engineer and the auger shall be located six inches (6") behind the lead edge of the casing or carrier pipe.

The jacking system shall be provided with an integral grout pipe and casing pipe. A one-inch (1") grout pipe shall be tack welded to the front edge of the first length of casing pipe. The grout pipe shall be extended with the casing pipe, but not fastened to the casing pipe during the remaining jacking operations. After the pipes are through to the receiving pit, the grout pipe shall be cut free from the casing pipe. The grout pipe shall be pulled back through the embankment applying positive piston pressure on the grout along the outside of the casing pipe throughout the pulling operation. A cement slurry grout mix with as little water as possible shall be used. Bentonite shall not be used to fill voids. The Engineer shall approve grout and backfill material prior to placement of any material.

Deviation from the pipe grade, as provided by the Engineer, in excess of five tenths of a percent (0.5%) may be cause for removal and relaying of the pipe by the Contractor with no additional compensation.

If a void develops, the jacking or boring operation shall be stopped immediately, and the void shall be filled by an approved method.

The Contractor shall take the following precautions when boring:

Extend casing through entire distance bored.

Check grade and alignment after each casing section is installed.

Coordinate operations to provide continuous support to surrounding earth materials.

Excavation shall be carried on in such a manner as to provide adequate support to surface structures and roads above and adjacent to the boring and not create any hazards to overhead traffic and other activities.

These Contract Documents do not guarantee the extent to which rocks, boulders, or other obstructions, regardless of size, may be encountered during boring operations. No extra compensation will be made for removal of rocks, boulders or other natural or manmade obstructions encountered during trenchless construction or excavation.

All voids caused by boring shall be filled by pressure grouting. The grout material shall consist of sand cement slurry of at least two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement. All slurry shall be pre-approved by the Engineer prior to use by the Contractor.

Tracer wire shall be installed with all pipe. The wire shall be connected to the existing tracer wire and tested for continuity. The tracer wire shall extra high strength with a minimum 1,150 lb break load, #12 copper insulated wire, type THHW (Direct Bury) with a minimum 30 mil HDPE insulation thickness. Tracer wire shall be incidental. Wire connections shall be "Dry-Conn" Direct-Bury Lug by King Innovation. All termination points shall have a drive-in magnesium grounding anode to ground the tracer wire.

A. The Contractor shall take the following precautions when jacking:

1. The jacking machine shall be capable of controlling line and grade. Progressively push carrier pipe through completed casing.
2. Chocks shall be provided at regular intervals to support the carrier pipe within the casing. Center carrier pipe in casing at all times.
3. The annular space between the steel casing and pipe shall be filled with a flowable lean concrete slurry and end caps, with a minimum of a one-foot bulkhead.
4. The location, size, and configuration of all jacking pits shall be subject to approval of the Engineer.
5. The contractor shall be responsible for locating existing services and all underground utilities to avoid conflicts with exiting utilities.

500.314 Horizontal Directional Drilling

A. Scope

The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

B. Quality Assurance

The requirements set forth in this document specify a wide range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this Specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

Horizontal directional drilling within MN/DOT or County right-of-way shall comply with the requirements of the respective agencies and the issued permit.

C. Submittals

1. Work Program

Prior to beginning work, the Contractor must submit to the Engineer a general work program outlining the procedure and schedule to be used to execute the project. Program should document the thoughtful planning required to successfully complete the project.

2. Equipment

Contractor will submit Specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project.

D. Materials

Specifications on materials to be used shall be submitted to Engineer. Materials shall include the pipe, fittings, and any other items, which are to be an installed component of the project.

E. Equipment

1. General

The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the of pipe, a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations, and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of this project.

2. Drilling Rig

The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations. The rig shall be grounded during drilling and pull-back operations.

- a. Drill Head: The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.
- b. Mud Motors: Mud motors shall be of adequate power to turn the required drilling tools.
- c. Drill Pipe: Shall be constructed of high quality 4130 seamless tubing, Grade D or better, with threaded box and pins. Tool joints should be hardened to 32-36 RC.

3. Guidance/Locating System

The Guidance or Locating system shall be of a proven type and shall be setup and operated by personnel trained and experienced with the system. If using a magnetic system, the Operator shall be aware of any magnetic anomalies or variations and shall consider such in the operation of the system.

For directional drilling through bedrock, the guidance system shall be capable of installing pipe within 8 inches both vertical and horizontal dimensions.

4. Drilling Mixing System

- a. Fluid (Mud) System: A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be of sufficient size for the project. Mixing system shall continually agitate the drilling fluid during drilling operations.
- b. Drilling Fluids: Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or other applicable additive. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be

maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

- c. Delivery System: The mud pumping system shall have a sufficient capacity for the project and be capable of delivering the drilling fluid at a sufficient pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage facilities.

5. Other Equipment

Pipe Rollers: Pipe rollers, if required, shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Pipe rammers hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

6. Restrictions

Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

F. Installation

1. General

Horizontal directional drilling shall be accomplished where required on the Plans or in the Special Provisions. The installer shall have a minimum of five (5) years of experience in this method of construction and have successfully installed at least ten thousand feet (10,000') of eight inch (8") or larger diameter pipe to specified grades. The field supervisor employed by the Contractor shall have at least five (5) years of experience and shall be at the site at all times during the drilling installation.

The contractor shall be responsible for locating existing services and all underground utilities to avoid conflicts with exiting utilities.

The Contractor shall submit a Drilling Plan and boring/drilling pit locations to the Engineer before beginning construction. Boring pits may be located within roadway right-of-way and easements. Any other boring pit locations that may be desired by the Contractor for boring or

other uses shall be the responsibility of the Contractor to attain authorization, including use of private property.

The Engineer must be notified 48 hours in advance of starting work. The directional bore shall not begin until the Engineer's representative is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. After installation, Contractor shall wait overnight to make any connections to HDPE pipe.

Unless otherwise provided in the Special Provisions, excavation and backfilling of boring/drilling pits, turf restoration and erosion and sedimentation controls required to complete the work shall be considered incidental. The Contractor shall be responsible for repairs, without compensation, for any other repair areas, including damage to in place improvements and utilities and areas above the drilled pipe where drilling fluid pressure may have caused heaving or damage to pavement and other surfaces.

2. Personnel Requirements

All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety.

3. Drilling Procedure

- a. Site Preparation: Prior to any alterations to work-site, Contractor shall photograph or videotape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with Contractor for a period of one year following the completion of the project.
- b. Environmental Protection: Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by Contract Documents, and state, federal and local regulations which could be affected by a drilling fluid spill. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures as needed. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200 feet of any water-body or wetland without spill protection. Frack out shall be brought to the attention of the Engineer.
- c. Safety: Contractor shall adhere to all applicable state, federal, and local safety regulations and all operations shall be conducted in a safe manner.
- d. Pipe: Pipe shall be welded/fused together in one length, if space permits. Pipe will be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

- e. Pilot Hole: Contractor is encouraged to utilize available information and may elect to conduct an independent sub-surface investigation at no expense to Owner to determine most feasible and cost effective vertical bore path. However, an absolute minimum of 7 feet cover shall be maintained below river bottom for watermain and 7 feet for sanitary sewer. In the event that this cover is not met, Engineer may require Contractor to pullback and redrill from location along bore path where cover is met. In the event that a drilling fluid fracture, or inadvertent returns loss occurs during pilot hole drilling operations, Contractor shall take measures to stop the mud fracture/returns loss. If mud fracture or returns loss continues, Contractor will cease operations and notify Engineer. Engineer and Contractor will discuss additional options and work will then proceed accordingly.
- f. Frack Out: The contractor shall be responsible for the following:
 - 1. The cleaning and removal of all mud released from frack out and the restoration of the affected areas to their preexisting conditions.
 - 2. Any required repairs to existing improvements or utilities that are damaged from frack out.
 - 3. Any required repairs to existing improvements that are uplifted from trapped mud.
 - 4. Any impact the environment caused by the frack out release of mud.
- g. Reaming: Upon successful completion of pilot hole, Contractor will ream borehole to a minimum of 25 percent greater than outside diameter of pipe using the appropriate tools.
- h. Pull-Back: After successfully remaining borehole to the required diameter, Contractor will pull the pipe through the borehole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into borehole. During pull-back operations, Contractor will not apply more than the manufacturer's maximum safe pipe pull pressure at any time. The amount of force applied to pipe during pullback shall be controlled and limited by a device such as hydraulic regulators or load sensors between pulling equipment and pipe. In the event that the pipe becomes stuck, Contractor will cease pulling operations to allow any potential hydro-lock to subside and will then commence pulling operations. If pipe remains stuck, Contractor will notify Engineer. Engineer and Contractor will discuss options and then work will proceed accordingly.
- i. Casing Pipe: Chocks shall be provided at regular intervals to support the carrier pipe within the casing. Center carrier pipe in casing at all times. The annular space between the steel casing

and pipe shall be filled with a flowable lean concrete slurry and end caps, with a minimum of a one-foot bulkhead.

- j. The annular opening along the outside of the pipe shall be grouted.
- k. Tracer Wire: Shall be installed with all pipe. The wire shall be connected to the existing tracer wire and tested for continuity. Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb break load, with minimum 30 mil HDPE insulation thickness (direct bury). Tracer wire shall be incidental. Wire connections shall be "Dry-Conn" Direct-Bury Lug by King Innovation. All termination points shall have a drive-in magnesium grounding anode to ground the tracer wire.

G. Record Keeping, Record Drawings

Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of project (or daily on more critical projects). Record drawings shall be certified as to accuracy by Contractor.

500.315 Placement of Polystyrene Insulation

Polystyrene insulation shall be installed in accordance with the City of Byron Standard Detail Plate.

Backfill material shall be placed in such a manner that construction equipment does not operate directly on the insulation and compacted with equipment which exerts a contact pressure of less than eighty (80) psi.

500.316 Final Cleanup

All subgrade surfaces shall be maintained acceptably until the start of surfacing construction or restoration work and until the work has been finally accepted. Additional materials shall be provided and placed as needed to compensate for trench settlement and to serve as temporary construction pending completion of the final surface improvements.

Final disposal of debris, waste materials, and other remains or consequences of construction, shall be accomplished intermittently as new construction items are completed and shall not be left to await final completion of all work. Cleanup operations shall be considered an incidental part of the work covered under the Contract Items.

If disposal operations and other cleanup work are not conducted properly as the construction progresses, the Engineer may withhold partial payments until such work is satisfactorily performed or the Engineer may deduct the estimated cost of its performance from the partial estimate value.

SECTION 4: MEASUREMENT AND PAYMENT

500.401 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to design designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate pay items.

500.402 Rock Excavation

A Bid Item has been provided for Rock Excavation. Measurement and payment for this item shall be by the cubic yard excavated in the field. Payment at the Bid Unit Price shall be compensation in full for all materials, costs, and to complete the work as specified. This item is to be used as directed by the Engineer only.

500.403 Exploratory Excavation

A bid item has been provided for exploratory excavation. Measurements for exploratory excavation will be by the hour for work the Contractor performs outside of what would be required for the installation of materials. Work required for installation of structures, pipe or fittings will not be considered exploratory excavation.

500.404 Polystyrene Insulation

A bid item has been provided for insulation by designated thickness. Measurement will be by the square foot of insulation furnished and installed. Payment at the bid unit price shall be compensation in full for all labor, equipment, materials, and costs to complete the work as specified.

500.405 Aggregate for Pipe Foundation (CV)

A Bid Item has been provided for Aggregate for Pipe Foundation (CV). Measurement will be by the cubic yard compacted volume. Payment at the Bid Unit Price shall be compensation in full for all labor (including excavation and disposal of unsuitable material), materials, and costs to complete the work as specified.

The final quantity shall be measured as compacted volume at the rate of 1/12-cubic yard per linear foot, for the length of trench in which foundation material was used. This is based on using 9-inches of aggregate, 3-feet wide.

500.406 Steel Casing Pipe

A bid item has been provided for steel casing pipe per size and thickness designation. Measurement will be by the linear foot of steel casing pipe installed. Payment at the bid unit price shall be compensation in full for all equipment, labor, materials including casing pipe, bedding, backfill, lean concrete grout in the annular space between the casing and carrier pipe, and bulkheads at each end of the casing, excavation, compaction, dewatering, turf restoration, erosion and sedimentation controls, and costs to complete the work as specified.

500.407 Steel Casing Pipe (Jacked)

A bid item has been provided for steel casing pipe (jacked) per size and thickness designation. Measurement will be by the linear foot of steel casing pipe (jacked)

installed. Payment at the bid unit price shall be compensation in full for all equipment, labor, materials including casing pipe, bedding, backfill, lean concrete grout in the annular space between the casing and carrier pipe, and bulkheads at each end of the casing, excavation, compaction, dewatering, turf restoration, erosion and sedimentation controls, and costs to complete the work as specified.

500.408 Directional Drill

Bid items have been provided for directional drill per pipe size and pipe material designation. Measurement will be by the lineal foot of pipe (per size and type) directional drilled. Payment at the bid unit price shall be compensation in full for all labor, pipe, material, equipment, excavation, turf restoration, erosion and sedimentation controls for launching and receiving pits, and costs to complete the work as specified and shown on the Plans.

500.409 Directional Drill – Rock

Bid items have been provided for directional drill – rock per pipe size and pipe material designation. Measurement will be by the lineal foot of pipe (per size and type) directional drilled in rock and shall be full payment for the drilling operation, pullback operation, equipment, and labor to complete the work as specified when a rock bit is being used. A rock bit is any bit that’s description is to drill through solid, medium to hard, rock by the use of additional rotating cutting heads, or as approved by the Engineer. The use of a soil bit will not be considered for directional drill – rock payment. Any bit not considered a rock bit shall be considered a soil bit. This pay item will be an additional cost to directional drill per pipe size and material designation. No directional drill – rock operation shall be measured or paid for without prior agreement between the Contractor and the Engineer.

500.410 Items List

Payment will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
500.402	ROCK EXCAVATION	LIN FT
500.403	EXPLORATORY EXCAVATION	HOUR
500.404	_____ IN POLYSTYRENE INSULATION	SQ FT
500.405	AGGREGATE FOR PIPE FOUNDATION	CU YD
500.406	____IN X ____IN THICK STEEL CASING PIPE	LIN FT
500.407	____IN X ____IN THICK STEEL CASING PIPE (JACKED)	LIN FT
500.408	DIRECTIONAL DRILL ____IN _____	LIN FT
500.409	DIRECTIONAL DRILL – ROCK ____IN _____	LIN FT

**SANITARY SEWER AND
STORM SEWER SPECIFICATIONS
600**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	4
600.101 Description	4
600.102 Reference Documentation.....	4
SECTION 2: MATERIALS	6
600.201 General	6
600.202 Gravity Sanitary Sewer Pipe and Fittings	6
600.203 Pressure Sanitary Sewer (forcemain) Pipe, Fittings, and Tracer Wire	7
600.204 Outside Manhole Drops.....	9
600.205 Reinforced Concrete Pipe	9
600.206 Corrugated Steel Pipe and Fittings	10
600.207 Corrugated Polyethylene Pipe	10
600.208 Polypropylene Pipe	10
600.209 Subdrain.....	10
600.210 Subsurface Edge Drain	10
600.211 Waterproofing Sanitary Manholes	11
600.212 Metal Sewer Castings	11
600.213 Precast Concrete Manhole and Catch Basin Sections.....	11
600.214 Concrete	12
600.215 Mortar.....	12
600.216 Trash Guard	12
600.217 Riprap	12
600.218 Polystyrene Insulation	13
SECTION 3: CONSTRUCTION REQUIREMENTS	13
600.301 Notification by Contractor	13
600.302 Installation of Pipe and Fittings.....	13
600.303 Appurtenance Installations	15
600.304 Subdrain Installation.....	15
600.305 Subsurface Edge Drain Installation	16
600.306 Adjusting Frame and Ring Castings and New Castings.....	16
600.307 Riprap Installation.....	16
600.308 Access to Utilities	16
600.309 Sewer Service Installations	17
600.310 Sanitary Sewer Leakage Testing.....	17
600.311 Deflection Test	18
600.312 Televising.....	19

600.313	Tracer Wire Testing.....	19
SECTION 4: MEASUREMENT AND PAYMENT		19
600.401	Description	19
600.402	Storm Sewer	19
600.403	DIP Outside Drop Connection	20
600.404	Subdrain.....	20
600.405	Subsurface Edge Drain	20
600.406	Subsurface Edge Drain Cleanout	20
600.407	Sanitary Sewer	20
600.408	Manholes and Catch Basins	20
600.409	Air Release Manhole	21
600.410	Adjust Frame and Ring Casting.....	21
600.411	Blind Tie	21
600.412	Riprap	21
600.413	Appurtenant Items	21
600.414	Connect to Existing	21
600.415	Ductile Iron Fittings.....	21
SECTION 5: BASIS OF PAYMENT		22
600.501	Description	22
600.502	Items List.....	22

SECTION 600

SANITARY SEWER AND STORM SEWER SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

600.101 Description

This work shall consist of the construction of sanitary sewer and storm sewer utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of sewage or storm water. The work includes construction of manhole and catch basin structures and other related items as specified.

The use of the term "Plans, Specifications, and Special Provisions" within this Specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are accepted as an enforceable component of the Contract Documents.

600.102 Reference Documentation

Provisions of the General Conditions and Trench Excavation & Backfill shall apply to this work. The Contractor shall abide by the applicable provisions of state, federal and local laws and ordinances.

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction, and all supplements and amendments thereto published prior to the date of advertisement for bids. All references to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following specifications have been referenced in this Specification:

AASHTO M198	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
AASHTO M306	Standard Specification for Drainage Structure Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A798	Standard Practice for Installing Factory Made Corrugated Steel Pipe for Sewers and Other Applications
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C270	Standard Specification for Mortar for Unit Masonry
ASTM C361	Standard Specification for Reinforced Concrete Low Head Pressure Pipe
ASTM D 412	Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers - Tension
ASTM C443	Standard Specification for Joints Concrete Pipe and Manholes Using Rubber Gaskets
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C1244	Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill

ASTM D543	Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D792	Standard Test Methods for Density and Specific Gravity of Plastics by Displacement
ASTM D1603	Standard Test Method for Carbon Black in Olefin Plastics
ASTM D2241	Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR Series)
ASTM D2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
ASTM D3034	Standard Specification for PVC Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D4437	Standard Practice for Determining the Integrity of Field Seams Used in Joining Flexible Polymeric Sheet Geomembranes
ASTM D4787	Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates with reference to NACE Standard Practice Discontinuity (Holiday) Testing of Protective Coatings RP 0188-88 or Practice D5162
ASTM D5641	Standard Practice for Geomembrane Seam Elevation by Vacuum Chamber
ASTM F679	Specification for Large-Diameter PVC Sewer Pipe and Fittings
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F1417	Standard Practice for Installation Acceptance of Plastic Non Pressure Sewer Lines Using Low Pressure Air
AWWA C104	Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
AWWA C110	Standard for Ductile-Iron and Gray-Iron Fittings
AWWA C111	Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C115	Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
AWWA C116	Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
AWWA C150	Standard for Thickness Design of Ductile-Iron Pipe
AWWA C151	Standard for Ductile-Iron Pipe, Centrifugally Cast
AWWA C153	Standard for Ductile-Iron Compact Fittings for Water Service
AWWA C550	Standard for Protective Interior Coatings for Valves and Hydrants
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in.
AWWA C905	Polyvinyl Chloride (PVC) Pressure Pipe, 14in. Through 48 in.

SECTION 2: MATERIALS

600.201 General

All materials required for this work shall be new material conforming to requirements of the referenced specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the City may require advance approval of material suppliers, product design, or other unspecified details, as it deems desirable for maintaining adopted standards.

Wherever connection of dissimilar materials or designs is required, the method of joining and any special fittings employed shall be products specifically manufactured for this purpose and subject to approval by the City Engineer.

600.202 Gravity Sanitary Sewer Pipe and Fittings

A. 4 – 36-inch Diameter

1. Direct bury sanitary sewers shall be constructed of the following materials unless otherwise specified:
 - a. PVC pipe shall conform to the requirements of ASTM D-3034 with wall thickness conforming to SDR-26. Gasketed pipe joints shall show no leakage when tested in accordance with ASTM D 3212. Elastomeric seals shall be supplied meeting the requirements of ASTM F 477. Minimum acceptable cell class shall be 12454 B as per ASTM D 1784 requirements.
 2. Directional drilled sanitary sewers shall be constructed of the following materials unless otherwise specified:
 - a. HPDE pipe shall be PE 4710 D.I. P.S. with a minimum DR of 13.5 conforming to ASTM D3350 with a cell classification of 445574C/E. All pipe shall be stamped "NFS-PW".
 - b. Pipe segments shall be joined using thermal butt fusion; there will be no additional compensation for electrofusion connections. All materials and joining methods shall be in accordance with ANSI/AWWA C906 standards and specifications.

B. Close Proximity to Watermains

1. The construction of sanitary sewers closer than the required 10 feet minimum horizontal separation to watermains shall be subject to approval by the City Engineer and constructed of the following materials unless otherwise specified:
 - a. SDR 26 Polyvinyl Chloride (PVC) Pressure Rated Pipe with a minimum pressure rating of 160 psi meeting the requirements of ASTM D2241
 - b. Polyvinyl Chloride (PVC) Pipe AWWA C900, C905 with dimension ratio of DR 18

600.203 Pressure Sanitary Sewer (forcemain) Pipe, Fittings, and Tracer Wire

Pressure sanitary sewers shall be constructed of the following materials unless otherwise specified:

A. Polyvinyl Chloride (PVC) Pipe and Fittings

1. Polyvinyl chloride pipe shall meet the requirements of AWWA C-900 pressure class 235 psi (DR18). The bell shall consist of an integral wall section with a locked-in, solid cross section elastomeric ring which meets the requirements of ASTM F-477. Pipe O.D. shall match D.I.P. and C.I.P. outside diameters for compatibility with fittings.
2. Polyvinyl chloride pipe shall be installed with granular bedding to a height of six (6) inches below and twelve (12) inches above top of the pipe. Granular bedding shall be incidental.
3. Unless otherwise specified, all fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.
4. Fittings shall be "short body" or "compact" ductile iron fittings, Class 350, equipped with mechanical joint ends conforming to the requirements of AWWA 153.
5. Rubber gasket joints for ductile iron pipe and fittings shall conform to AWWA C111.
6. Restrained joints shall be provided at all horizontal bends and vertical offsets. If mechanical restraining joints are used, they shall be restrained with retainer glands manufactured by EBAA Iron Sales, Inc., MEGALUG Series 1100 or an equal approved by the Engineer. MEGALUG retainer glands shall be placed on all fittings, valves and hydrant assemblies. Restrainer glands shall be considered incidental.
7. All fittings shall be installed with stainless steel T-bolts as manufactured by Birmingham Fasteners or an approved equal and wrapped in polyethylene encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.
8. All ductile iron pipe and fittings shall be fully encased in polyethylene film meeting the requirements of these Specifications and City of Byron Standard Detail Plate and AWWA C105. The polyethylene film shall be incidental to the pipe.

B. High-Density Polyethylene Pipe and Fittings

1. HPDE pipe shall be PE 4710 D.I. P.S. conforming to ASTM D3350 with a cell classification of 445574C/E. All pipe shall be stamped "NFS-PW".
2. Pipe segments shall be joined using thermal butt fusion; there will be no additional compensation for electrofusion connections. All materials and joining methods shall be in accordance with ANSI/AWWA C906 Standards and Specifications.

3. Unless otherwise specified, all fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.
4. Fittings shall be "short body" or "compact" ductile iron fittings, Class 350, equipped with mechanical joint ends conforming to the requirements of AWWA 153.
5. Rubber gasket joints for ductile iron pressure pipe and fittings shall conform to AWWA C111.
6. Restrained joints, shall be provided at all horizontal bends and vertical offsets. If mechanical restraining joints are used, they shall be restrained with retainer glands manufactured by EBAA Iron Sales, Inc., MEGALUG Series 1100 or an equal approved by the Engineer. MEGALUG retainer glands shall be placed on all fittings, valves, and hydrant assemblies. Restrainer glands shall be considered incidental.
7. All fittings shall be installed with stainless steel T-bolts as manufactured by Birmingham Fasteners or an approved equal and wrapped in polyethylene encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.
8. All ductile iron pipe and fittings shall be fully encased in polyethylene film meeting the requirements of these Specifications and City of Byron Standard Detail Plate and AWWA C105. The polyethylene film shall be incidental.

C. Ductile Iron Pipe and Fittings

1. Piping shall be ductile iron, Class 52 meeting the requirements of AWWA C151.
2. Unless otherwise specified, all pipe and fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.
3. Fittings shall be "short body" or "compact" ductile iron fittings, Class 350, equipped with mechanical joint ends conforming to the requirements of AWWA 153.
4. Rubber gasket joints for ductile iron pipe and fittings shall conform to AWWA C111.
5. Restrained joints shall be provided at all horizontal bends and vertical offsets. If mechanical restraining joints are used, they shall be restrained with retainer glands manufactured by EBAA Iron Sales, Inc., MEGALUG Series 1100 or an equal approved by the Engineer. MEGALUG retainer glands shall be placed on all fittings, valves and hydrant assemblies. Restrainer glands shall be considered incidental.
6. All fittings shall be installed with stainless steel T-bolts as manufactured by Birmingham Fasteners or an approved equal and wrapped in polyethylene

encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.

7. All ductile iron pipe and fittings shall be fully encased in polyethylene film meeting the requirements of these Specifications and City of Byron Standard Detail Plate and AWWA C105. The polyethylene film shall be incidental to the pipe.

D. Tracer Wire

1. Tracer wire shall be installed with all pressure sewer (forcemain) pipe:
 - a. Tracer wire, tracer wire appurtenances and installation shall be in accordance with the current published tracer wire specification by the Minnesota Rural Water Association.
<http://www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf>.
 - b. Tracer wire shall be green in color.
 - c. Tracer wire, testing and appurtenances (boxes, wire, connectors and anodes) shall be incidental.

600.204 Outside Manhole Drops

- A. All outside drops shall be constructed out of ductile iron pipe. The pipe diameter shall match the main upstream of the drop. The ductile iron pipe shall extend 2 feet beyond the excavation limits for the structure.
- B. Outside drop and riser fittings shall be ductile iron pipe (D.I.P.), Compact, mechanical joint, rated for at least 350 psig and meeting the requirements of ANSI/AWWA C110 and/or 153.
- C. Restraining glands shall be MEGALUG or equal. Adapters for PVC shall be provided. Restraining glands shall be incidental to the pipe.
- D. All D.I.P. fittings shall be installed with stainless steel T-bots as manufactured by Birmingham Fasteners or an approved equal.
- E. Ductile iron fittings shall be furnished with standard thickness cement interior coating conforming to ANSI/AWWA C104. Ductile iron fittings shall be wrapped in polyethylene encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.
- F. Ductile iron pipe for outside drops shall be wrapped in polyethylene encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.
- G. All ductile iron pipe outside drops shall be complete in place. 8-inch ductile iron pipe, granular encasement, fittings, excavation, polyethylene encasement and mega-lugs shall be incidental to D.I.P. outside drop connection.

600.205 Reinforced Concrete Pipe

- A. Storm Sewer
 1. Reinforced concrete pipe shall conform to the requirements of MN/DOT 2501, 2503, 3236 & Plate 3006, ASTM C76 & C443, and the following supplementary provisions:

- a. All branch fittings such as tees, etc. shall be cast as integral parts of the pipe. All fittings and specials shall be of the same strength class as the pipe to which they are attached.
- b. Joints for reinforced concrete pipe shall be "O" ring gasket.
- c. 12 inch diameter and 15 inch diameter reinforced concrete pipe shall be Class V.
- d. 18" diameter and greater reinforced concrete pipe shall be Class III.

600.206 Corrugated Steel Pipe and Fittings

Corrugated steel pipe and fittings shall conform to the requirements of MN/DOT 2501, 2503, and 3226 corrugated steel pipe for the application, type, size, and sheet thickness specified. Joints for joining corrugated steel pipe shall be the band type or bell/spigot type, soil-tight and watertight. Fittings and bands for joining pipe sections shall be of the same material and thicknesses as the mainline pipe.

Specialty coatings for the pipe shall be as indicated in the Plans, Specifications, and Special Provisions.

600.207 Corrugated Polyethylene Pipe

Dual-wall and triple-wall corrugated polyethylene pipe (PE/HDPE) for gravity sewers shall conform to the requirements of AASHTO M294 for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477. Pipe manufacture, watertight joint testing, and installation shall conform to MN/DOT 2501, 2503, 3247, ASTM C969, and as indicated in the Plans, Specifications, and Special Provisions.

Corrugated polyethylene pipe shall be installed with granular bedding to a height of six (6) inches below and six (6) inches above top of the pipe. Granular bedding shall be incidental.

600.208 Polypropylene Pipe

Corrugated polypropylene pipe (PP) for gravity sewers shall conform to ASTM F2881. Pipe joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477 and shall conform to the requirements of AASHTO M330 dual wall Type "S" pipe for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Pipe manufacture, watertight joint testing, and installation shall conform to current MN/DOT requirements, ASTM F1417, and as indicated in the Plans, Specifications, and Special Provisions.

600.209 Subdrain

Subdrain pipe shall be 8-inch PVC SDR 35 perforated pipe conforming to the requirements of ASTM D-3034 and wrapped with geotextile fabric meeting the requirements of MN/DOT specification 3733. Gasketed pipe joints shall show no leakage when tested in accordance with ASTM D 3212. Elastomeric seals shall be supplied meeting the requirements of ASTM F 477. Minimum acceptable cell class shall be 12454 B as per ASTM D 1784 requirements.

600.210 Subsurface Edge Drain

Subsurface edge drain pipe shall be 4 inch minimum perforated TP, meeting the requirements MN/DOT 3245. Pipe shall be wrapped with geotextile, meeting the

requirements of MN/DOT Section 3733, course filler aggregate (pea gravel) or fine filter aggregate shall meet the requirements of MN/DOT Table 3149.2-9 or 3149.2-11.

Subsurface edge drain pipe for cleanouts shall be 4 inch minimum solid wall TP, meeting the requirements MN/DOT 3245. Fittings shall be of the same size and material as the pipe.

600.211 Waterproofing Sanitary Manholes

A. Waterproofing sanitary manholes shall conform to the City of Byron Standard Detail Plates, as indicated on the Plans, Specifications, and Special Provisions. In addition, the manhole waterproofing shall comply with the following supplementary provisions:

1. The internal barrier is the preferred waterproofing method for the adjusting rings for paved areas and external barrier for non-paved areas.
2. Where water may stand, top of manhole shall be 1-2 feet above existing grade and/or the 100 year storm water level, unless otherwise specified.
3. All sanitary sewer manholes shall have a manhole encapsulation system installed to seal all joints. The encapsulation system shall consist of a heat shrinkable material such as "Wrapid Seal", or preapproved equal. The encapsulation system shall be incidental and shall include all labor and materials to install per manufacturer's recommendations.
4. Sanitary sewer manhole waterproofing shall be incidental.

600.212 Metal Sewer Castings

A. Drainage, sewer, utility, and related castings shall conform to the requirements of AASHTO M-306, ASTM A48 Class 35B, 40A, or better Standard Specification for gray iron castings, subject to the following supplementary provisions:

1. Casting assemblies or dimensions, details, weights, and class shall be as indicated in detailed drawings for the design designation specified.
2. Lid-to-frame surfaces on round casting assemblies shall be machine milled to provide bearing around the entire circumference.
3. Casting weight shall be not less than 95 percent of theoretical weight for a unit cast to exact dimensions, based on 442 pounds per cubic foot.
4. A Certificate of Compliance shall be furnished with each shipment of castings stating the materials furnished have been tested and are in compliance with the Specification requirements.
5. Unless otherwise specified, sanitary sewer manholes in areas subject to flooding by surface water and in concrete pavements shall have self-sealing, bolt-down, lid with an anti-seize compound applied to the threads.

600.213 Precast Concrete Manhole and Catch Basin Sections

A. Precast concrete riser sections and appurtenant units (grade rings, top and base slabs, special sections, etc.) used in the construction of manhole and catch basin structures shall conform with the requirements of ASTM C-478, MN/DOT 2506 and the following supplementary provisions:

1. The precast sections and appurtenant units shall conform to all requirements as shown on the detailed drawings.
2. Joints of manhole riser sections shall be tongue and groove with rubber "O" ring or profile gaskets. Sanitary sewer inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible, watertight connection or any watertight connection arrangement that allows differential settlement of the pipe and manhole wall to take place.
3. Air-entrained concrete shall be used in the production of all wet-cast units. Air content shall be maintained within the range of 5 to 8.5 percent.
4. A Certificate of Compliance shall be furnished with each shipment of precast manhole and catch basin sections stating that the materials furnished have been tested and are in compliance with the specification requirements.
5. The Contractor shall approve the shop drawing submittal for conformance to the specifications and verify existing field conditions, prior to delivery. The Engineer's decision to reject the materials not conforming to shall be based on the provisions of this section and is final.
6. The protective coating for sanitary sewer manhole structures as identified on the plans shall be either a two part system (cementitious liner and epoxy top coat) or a one part corrosion resistant cementitious liner. Cementitious liner shall be Strong Seal, Quadex QM-1, Quadex Dynastone, Permacast, or pre-approved equal. Epoxy top coat shall be Raven Coating, Quadex Structure Guard, or pre-approved equal. Corrosion resistant cementitious liner shall be Quadex GeoKrete, AP/M Permacast MS-10,000 with ConShield, Strong-Seal High Performance Mix, or pre-approved equal. Installation of protective coating(s) shall be consistent with manufacturer's recommendations. The protective coating and placement shall be incidental to the proposed structure.

600.214 Concrete

Concrete used for cast-in-place construction shall be produced and furnished in accordance with the provisions of MN/DOT 2461 for the mix design indicated in the Plans, Specifications, or Special Provisions. The requirements for MN/DOT Mix No. 3G52 concrete shall be met where a higher mix design is not specified. Type 3, air-entrained, concrete shall be furnished and used in all structures having weather exposure.

600.215 Mortar

A. Mortar for use in masonry construction shall meet the requirements of MN/DOT 2506.2.B.2 and ASTM C270. MN/DOT 2506.2.B.2 is supplemented by the following:

1. Mortar shall be air entrained non shrink grout.

600.216 Trash Guard

Trash guards, where shown on the Plan shall have 5/8" (16mm) vertical galvanized steel rods placed 6 inch (150mm) center to center unless otherwise specified. The guard shall be securely attached to the end section.

600.217 Riprap

Riprap shall meet the requirements of MN/DOT 3601. Geotextile shall be placed below the riprap meeting the requirements of MN/DOT 3733.

600.218 Polystyrene Insulation

Polystyrene insulation shall meet the requirements of MN/DOT 3760.

SECTION 3: CONSTRUCTION REQUIREMENTS

600.301 Notification by Contractor

A. Sanitary Sewer Construction

1. The discharge of surface water runoff or ground water into the City's sanitary sewer system is strictly prohibited. To protect the sanitary sewers, authorized users, and the treatment works from the accidental discharge of surface water runoff or ground water into the active sanitary sewer, the following procedure shall be followed:
 - a. Two weeks before connecting any new sewer piping to the existing sewer system, the Contractor shall notify the City of Byron Public Works Superintendent as to the schedule of sewer construction activities.
 - b. The Contractor shall install a sewer plug in the outlet of the most downstream manhole through which no sewage is presently passing, and that the new sewer will be connected.

600.302 Installation of Pipe and Fittings

A. Inspection and Handling

Proper and adequate implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. During the process of unloading, all pipe and accessories shall be inspected by the Contractor for damage. The Contractor shall notify the Engineer of all material found to have cracks, flaws, or other defects. The Engineer shall inspect the damaged materials and have the right to reject any materials found to be unsatisfactory. The Contractor shall promptly remove all rejected material from the site. All materials shall be handled carefully, to prevent damage to protective coatings, linings, and joint fillings; preclude contamination of interior areas; and avoid jolting contact, dropping, or dumping

All work and materials are subject to tests by the City at such frequency as may be determined by the Engineer.

While suspended and before being lowered into laying position, each pipe section and appurtenant unit shall be inspected by the Contractor to detect damage or unsound conditions that may need corrective action or be cause for rejection. The Contractor shall inform the Engineer of any defects discovered and the Engineer will prescribe the required corrective actions or order rejection.

Immediately before placement, the joint surfaces of each pipe section and fitting shall be inspected for the presence of foreign matter, coating blisters, rough edges or projections, and any imperfections detected shall be corrected by cleaning, trimming, or repair as needed.

B. Pipe Laying Operations

Trench excavation and bedding preparations shall proceed ahead of pipe placement as will permit proper laying and joining of the units at the prescribed grade and alignment without unnecessary deviation or hindrance.

All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench, and they shall be kept clean by approved means during and after laying. The sewer materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped into the trench.

At the time of pipe placement, a pipe laser shall be utilized to install all pipe and the bedding conditions shall be such as to provide uniform and continuous support for the pipe between bell holes. Bell holes shall be excavated as necessary to make the joint connections, but they shall be no larger than would be adequate to support the pipe throughout its length. No pipe material shall be laid in water or when the trench or bedding conditions are otherwise unsuitable or improper.

When placement or handling precautions prove inadequate in the Engineer's opinion, the Contractor shall provide and install suitable plugs or caps effectively closing the open ends of each pipe section before it is lowered into laying position, and they shall remain so covered until removal is necessary for the connection of an adjoining unit.

Unless otherwise permitted by the Engineer, bell and spigot pipe shall be laid with the bell ends facing upgrade and the laying shall start on the downgrade end and proceed upgrade. As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material, which shall be thoroughly compacted by tamping around the pipe to a height of at least 12 inches above the top with hand operated mechanical tamping devices or by hand.

Connection of pipe to existing lines or previously constructed manholes or catch basins shall be accomplished as shown in the Plans or as otherwise approved by the City. Where necessary to make satisfactory closure or produce the required curvature, grade or alignment deflections at joints shall not exceed that which will assure watertight joints and shall comply with the pipe manufacturer recommendations.

Entrance of foreign matter into pipeline openings shall be prevented at all times to the extent that suitable plugs or covering can be kept in place over the openings without interfering with the installation operations.

C. Connection and Assembly of Joints

All pipe and fitting joints shall fit tightly and be fully closed. Spigot ends shall be marked as necessary to indicate the point of complete closure. All joints shall be watertight. Where specified, the joints in certain assemblies shall be made structurally integral by being completely encased in concrete to form a rigid watertight unit as indicated in the Plans.

1. All joints shall be sealed as follows, subject to such other approved method as the City may authorize as being acceptable alternative:

- a. Concrete pipe and fitting joints – compression type rubber gasket seals conforming to the requirements of ASTM C443, ASTM C-361 or AASHTO M-198 for circular pipe, or as otherwise approved by the Engineer in the case of non-circular pipe sections.
- b. PVC pipe and fittings – pipe joints and fitting connections shall have rubber gaskets. All joints shall be assembled in strict accordance with the manufacturer’s recommendation.
- c. Corrugated smooth wall PVC pipe and fittings – assembled push-on gasketed joints shall pass performance tests as listed in ASTM D-3212.
- d. Corrugated steel pipe and fittings – sealed with MN/DOT Standard Detail Plate 3221D.
- e. Connections to existing sanitary sewer mains shall be made with a Fernco Strong Back RC1000 pipe couple or re-approved equal.
- f. Connections to existing sanitary sewer manholes shall be made by core drilling the existing structure and installing a flexible boot manufactured for the pipe type and size. The boot shall be installed in accordance with the manufacturers recommendations.
- g. Field cut openings (blind ties) may be permitted for mains, which are at least 2 times the size of the branch and the branch length is no longer than 3 feet in length. The materials, work, and method of connection for other than precast connections shall be subject to the City’s approval.

D. Bulkheading Open Pipe Ends

All pipe and fitting ends left open for future connection shall be bulkheaded by approved methods prior to backfilling. Unless otherwise specified or approved, all openings of 24 inches in diameter or less shall be closed off with prefabricated plugs or caps and all storm sewer openings larger than 24 inches in diameter shall be closed off with masonry bulkheads.

Prefabricated plugs and caps shall be of the same material as the pipe material, or an approved alternate material, and they shall be installed with watertight seal as required for the pipeline joints. Masonry bulkheads shall be constructed with concrete brick, or solid block to a wall thickness of 8 inches.

600.303 Appurtenance Installations

Appurtenance items such as aprons, trash guards, gates and castings shall be installed where and as required by the Plans and in accordance with the City of Byron Standard Detail Plates or supplementary requirements as may be specified.

Sewer aprons shall be subject to all applicable requirements for installation of pipe. All aprons and outfall end sections shall be tied a minimum of three pipe lengths as per MN/DOT Standard Plate 3145G.

600.304 Subdrain Installation

- A. Subdrain shall be installed in all developments as directed by the City Engineer.
- B. Subdrain shall be installed under the street parallel to the sanitary sewer on the opposite side of the street as the water main. The invert of the subdrain

shall be installed 24 inches below the invert of the sanitary sewer to facilitate gravity flow service connections.

- C. Subdrain shall be wrapped with geotextile fabric meeting the requirements of MN/DOT 3733.
- D. Subdrain shall be bedded with granular material to a level 6 inches above the top of the sanitary main.
- E. Manholes shall be provided conforming to sanitary sewer spacing requirements. A maximum of 2 bends will be allowed between manholes. Fittings shall be incidental to 8 inches perforated PVC pipe.
- F. Subdrain shall not discharge into the storm sewer. Deviations from this requirement will be reviewed by the City Engineer on a case-by-case basis.

600.305 Subsurface Edge Drain Installation

Subsurface Edge Drain shall be installed in accordance with the City of Byron Standard Detail Plate.

600.306 Adjusting Frame and Ring Castings and New Castings

- A. MN/DOT 2506 is supplemented by the following:
 - 1. The Contractor shall adjust all manhole castings to 3/8 inch below final grades. Adjustment of castings shall take place just prior to the final layer of bituminous pavement being placed.
 - 2. It shall be the responsibility of the Contractor to repair or replace any casting assembly damaged during street construction operations or by local traffic if the structures or castings are set to protrude before all paving operations are completed. This shall be considered incidental work and no direct compensation will be made, therefore.
 - 3. Adjustment of in place castings/grates shall include all concrete or HDPE rings, mortar, bituminous pavement, and all items necessary to complete as specified.
 - 4. All adjustments of in place sanitary sewer manhole castings shall include an I&I barrier and approved sealant. I&I barrier shall be a "top hat" by strike tool or approved equal. I&I barrier shall be supplied with approved installation instructions and required materials to install correctly per manufacturer's recommendations.
 - 5. Adjustments shall only be paid once for existing structures to the top of the final wear course. Adjustment of castings for proposed structures shall be incidental to the proposed structure.

600.307 Riprap Installation

Riprap shall be installed in accordance with MN/DOT 2511.

600.308 Access to Utilities

At the time any utility is tested, the Contractor shall provide the City access to the manhole. At no time shall the tested utility be inaccessible, either under the pavement or ground.

600.309 Sewer Service Installations

Main sewer service connections and building service sewer pipe shall be installed as provided for in the Contract and as may be directed by the City. The sewer service connections and pipe lines shall be installed in conformance with all applicable requirements of the main sewer installation and as more specifically provided in the City of Byron Standard Specification for the construction of service connections.

600.310 Sanitary Sewer Leakage Testing

All sanitary sewer lines, including service connections, shall be watertight and shall be tested for excessive leakage upon completion and before connections are made to the service by others.

For gravity flow sewers, the sewer shall be subjected to exfiltration testing, by the ASTM F1417 (low pressure air) test method regardless of pipe material.

For sewers designated as pressure pipe sewers, the sewer shall be subjected to hydrostatic testing.

The requirements set forth for maximum leakage shall be met as a condition for acceptance of the sewer section represented by the test. All testing shall be performed by the Contractor as witnessed by the Engineer without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials, including plugs as required.

A. Air Test Method-Gravity Sewer

The Table below contains selected text from ASTM F1417 (Gravity Sewer Lines).

3.1 The section of the line to be tested is plugged. Air, at low pressure, is introduced into the plugged line. The line passes the test if the rate of air loss, as measured by pressure drop, does not exceed a specified amount in a specified time. Pressure drop may be determined by using Table 1 or Table 2, or calculated by use of the formulas in 9.1.

TABLE 2 Minimum Specified Time Required for a 0.5 psig Pressure Drop for Size and Length of Pipe Indicated for Q = 0.0015

NOTE-Consult with pipe and appurtenance manufacturer for maximum test pressure for pipe size greater than 30 in. in diameter.

Pipe Diameter, in.	Minimum Time, min : s	Length for Minimum Time, ft	Time for Longer Length, s	Specification Time for Length (L) Shown, min : s								
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft	
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	2:51	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	9:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	14:16
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	22:16
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	32:04
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	28:11	30:32	34:54	39:16	43:38
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17	57:00
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:18	50:30	57:42	64:54	72:07
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	89:01
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57	107:43
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23	128:12

9.2 Calculate all test times by the following formula:

$$T = 0.085 DK/Q$$

where:

T = shortest time allowed for the air pressure to drop 1.0 psig, s, K

= 0.000419 DL but not less than 1.0,

Q = leak rate in cubic feet/minute/square feet of internal surface = 0.0015 CFM/SF,

D = measured average inside diameter of sewer pipe (see Method D 2122 and Practice D 3567), in.,

and L = length of test section, ft.

Table 1 contains the specified minimum times required for a 1.00 psig pressure drop from a starting pressure of 3.5 psig to a final pressure of 2.5 psig using a leakage rate of 0.0015 ft³/min/ft² of internal surface.

B. Hydrostatic Test Method-Pressure Sewers

Following installation, pressure sewers shall be hydrostatically pressure tested at 150 psig. After all air is evacuated from the pipe, the pressure shall be maintained for a period of two hours. Less than 2 percent pressure drop in pressure for the main and service will be allowed.

C. Test Failure and Remedy

In the event of test failure on any test section, the section shall be replaced, with all repair work subject to approval of the Engineer. The replaced section shall be retested for leakage and deflection in conformance with the specifications contained herein. All repairs, replacement, and retesting shall be at the Contractor's expense.

600.311 Deflection Test

Deflection tests shall be performed on all gravity sewer pipes. The test shall be conducted after the sewer trench has been backfilled to the desired finished grade and has been in place for thirty (30) days.

The deflection test shall be performed by pulling a rigid ball or nine-point mandrel in accordance with MN/DOT 2503.3 C.4. Direct measurement of the pipe diameter to determine deflection is not allowed. The ball or mandrel shall have a minimum diameter equal to 95.0 % of the actual inside diameter of the pipe. The maximum allowable deflection shall not exceed 5 % of the pipe's internal diameter. The line will be considered acceptable if the mandrel can progress through the line without binding. The time of the test, method of testing, and the equipment to be used for the test shall be subject to the approval of the City.

All testing shall be performed by the Contractor and witnessed by the Engineer at its expense without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials required.

A. Test Failure and Remedy

In the event of test failure on any test section, the section shall be replaced, with all repair work subject to approval of the City. The replaced section shall be re-tested for leakage and deflection in conformance with the specifications contained herein. All repairs, replacement, and re-testing shall be at the Contractor's expense.

600.312 Televising

The Contractor shall televise the constructed sanitary sewer main no sooner than 30 days following installation. Televising shall include all costs associated including Pipe jetting, vacuuming, providing water for determining sags, televising the lines, and submittals of the report and video. Any irregularities shall be replaced/repared by the Contractor at no additional cost. The Contractor shall provide the Owner with two digital and two bound reports of the televising results. Televising shall be considered incidental.

600.313 Tracer Wire Testing

Testing shall be in accordance with the current published tracer wire specification by the Minnesota Rural Water Association.
<http://www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf>.

The tracer wire and tracer wire appurtenances on any line that cannot be traced utilizing low frequency (512Hz) tracing equipment shall be repaired. All repairs and re-testing shall be at the Contractor's expense.

SECTION 4: MEASUREMENT AND PAYMENT

600.401 Description

All items will be measured and paid separately according to design designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in-place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate pay items.

600.402 Storm Sewer

Bid items has been provided for storm sewer pipe per size and type designation. Measurement will be by the linear foot of pipe (per size and type) installed from edge of structure to edge of structure. Payment at the bid unit price shall be

compensation in full for all costs of furnishing and installing the pipe and any required pipe ties, trenching in earth, bedding materials, bends, backfilling with granular material, backfilling of trenches, compaction and costs to complete the work as specified.

600.403 DIP Outside Drop Connection

No bid item has been provided for DIP outside drop connection. The DIP outside drop connection shall be incidental to structure type 3A.

600.404 Subdrain

A bid item has been provided for subdrain 8-inch PVC SDR 35 perforated pipe . Measurement will be by the lineal foot of pipe along the axis of the pipe with no regard to fittings. Bid unit price shall be compensation in full for all costs of furnishing and installing the pipe, trenching in earth, bedding materials, backfilling with granular material, backfilling of trenches, fittings, geotextile, and costs to complete the work as specified.

600.405 Subsurface Edge Drain

A bid item has been provided for subsurface edge drain perforated thermoplastic pipe (TP). Measurement will be by the lineal foot of pipe along the axis of the pipe with no regard to fittings. Bid unit price shall be compensation in full for all costs of furnishing and installing the pipe, trenching in earth, bedding materials, backfilling with granular and filter aggregate material, backfilling of trenches, fittings, geotextile, and costs to complete the work as specified.

600.406 Subsurface Edge Drain Cleanout

A bid item has been provided for subsurface edge drain cleanout assembly. Measurement will be by each cleanout installed. Bid unit price shall be compensation in full for all costs of furnishing and installing the pipe, trenching in earth, bedding materials, backfilling with granular and filter aggregate material, backfilling of trenches, fittings, and costs to complete the work as specified.

600.407 Sanitary Sewer

Bid items have been provided for sanitary sewer per size and type designation. Measurement will be by the lineal foot of pipe (per size and type) along the axis of the pipe with no regard to fittings. Bid unit price shall be compensation in full for all costs of furnishing and installing the pipe, trenching in earth, bedding materials, backfilling with granular material, backfilling of trenches, plugs and costs to complete the work as specified.

600.408 Manholes and Catch Basins

Bid items have been provided for storm sewer and sanitary sewer structure types and sizes of various depths, and storm sewer catch basin types of various depths. Measurement will be by each structure furnished and installed. Payment at the bid unit price shall be compensation in full for furnishing and installing all materials including base, casting, manhole sections and riser rings, trenching in earth, backfilling with granular material, equipment, tools, and labor necessary to construct these items.

600.409 Air Release Manhole

A bid item has been provided for air release manhole. Measurement will be by each structure furnished and installed. Payment at the bid unit price shall be compensation in full for furnishing all materials including base, casting, water proofing and manhole sections, equipment, tools, and labor necessary to construct these items.

600.410 Adjust Frame and Ring Casting

A bid item has been provided for adjust frame ring and casting. Measurement will be by each manhole casting and catch basin grate adjusted. Payment at the bid unit price shall be compensation in full for all labor, materials, and costs to complete the work as specified, including Infi-Shield (Uni-Band) I&I barrier and approved sealant.

600.411 Blind Tie

A bid Item has been provided for blind tie. Measurement will be by each blind tie made with no regard to pipe sizes. Payment at the bid unit price shall be compensation in full for all labor, materials, and costs to complete the work as specified, including excavation, saw cutting and mortar.

600.412 Riprap

Bid items have been provided for riprap per class designation. Measurement will be by the cubic yard of riprap placed. Payment at the bid unit price shall be compensation in full for all labor (including excavation and disposal of unsuitable material), materials including geotextile, and costs to complete the work as specified.

600.413 Appurtenant Items

Bid items have been provided for pipe apron, trash guards, and other prefabricated units or assemblies as identified by pay item name by size and type designation. Measurement will be by each appurtenant item (per size and type) installed. Payment at the bid unit price shall be compensation in full for all costs of furnishing and installing all materials and any required pipe ties, trenching in earth, bedding materials, bends, backfilling with granular material, backfilling of trenches, and compaction.

600.414 Connect to Existing

Bid items have been provided for connect to existing storm sewer and connect to existing sanitary sewer. Measurement will be by each connection completed. Payment at the bid unit price shall be compensation in full for all costs to connect to the specified pipe, manhole or existing sump pump discharges, including all labor and materials.

600.415 Ductile Iron Fittings

A bid item has been provided for ductile iron fittings in Section 700.405.

SECTION 5: BASIS OF PAYMENT

600.501 Description

1. Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.
2. All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.
3. Outside drops will only be paid for when constructing to an in-place sanitary sewer manhole. Outside drops for proposed structures shall be incidental to the structure.

600.502 Items List

Payment for construction of sanitary sewer and storm sewer will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
600.102	FURNISH & INSTALL ___ IN REINFORCED CONCRETE PIPE	LIN FT
600.102	FURNISH & INSTALL ___ IN CORRUGATED STEEL PIPE	LIN FT
600.103	DIP OUTSIDE DROP CONNECTION	EACH
600.104	FURNISH & INSTALL SUBDRAIN 8-INCH PVC SDR 35 PERFORATED PIPE	LIN FT
600.105	FURNISH & INSTALL SUBSURFACE EDGE DRAIN PERFORATED THERMOPLASTIC (TP) PIPE	LIN FT
600.106	FURNISH & INSTALL SUBSURFACE EDGE DRAIN CLEANOUT	EACH
600.107	FURNISH & INSTALL ___ IN PVC SDR 26	LIN FT
600.107	FURNISH & INSTALL ___ IN ___ PRESSURE SEWER	LIN FT
600.108	CONSTRUCT STRUCTURE TYPE 1	EACH
600.108	CONSTRUCT STRUCTURE TYPE 3	EACH
600.108	CONSTRUCT STRUCTURE TYPE 3A	EACH
600.108	CONSTRUCT STRUCTURE TYPE 4 (XX IN)	EACH
600.108	CONSTRUCT OUTLET CONTROL STRUCTURE	EACH
600.109	CONSTRUCT AIR RELEASE MANHOLE	EACH
600.110	ADJUST FRAME RING AND CASTING	EACH
600.111	BLIND TIE	EACH
600.112	RIPRAP TYPE _____	CU YD
600.113	FURNISH & INSTALL ___ IN ___ PIPE APRON	EACH
600.114	CONNECT TO EXISTING _____	EACH

**WATERMAIN SPECIFICATIONS
700**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
700.101 Description	3
700.102 Reference Documentation.....	3
SECTION 2: MATERIALS	4
700.201 General	4
700.202 Watermain Pipe and Fittings	4
700.203 Polyethylene Encasement	5
700.204 Ductile Iron Fittings and Specials	5
700.205 Gate Valves.....	6
700.206 Tapping Sleeves and Valves	6
700.207 Cutting in Sleeves	6
700.208 Valve Boxes	6
700.209 Hydrants.....	6
700.210 Materials for Restraining Joints	7
700.211 Stainless Steel T-Bolts	7
700.212 Tracer Wire	7
700.213 Miscellaneous Materials	8
SECTION 3: CONSTRUCTION REQUIREMENTS	8
700.301 General	8
700.302 Placing Watermain and Appurtenances.....	9
700.303 Adjust Gate Valve Boxes.....	13
700.304 Pressure Reducing Station.....	13
700.305 Loading and Disinfection of Watermain	13
700.306 Pressure, Leakage and Tracer Wire Testing	14
SECTION 4: MEASUREMENT AND PAYMENT	17
700.401 Description	17
700.402 Watermain.....	17
700.403 Valves and Hydrants	17
700.404 Tapping Sleeve and Valve.....	17
700.405 Ductile Iron Fittings.....	17
700.406 Connect to Existing Watermain	17
SECTION 5: BASIS OF PAYMENT	17
700.501 Description	17
700.502 Items List.....	18

SECTION 700

WATERMAIN SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

700.101 Description

These specifications shall apply to the construction and repair of watermains utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of potable water. The work also includes the relocation or adjustment of existing facilities as may be specified in the contract.

700.102 Reference Documentation

Provisions of the General Conditions and Trench Excavation & Backfill shall apply to this work. The Contractor shall abide by the applicable provisions of state, federal and local laws and ordinances.

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids. All references to Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

A. The following American Water Works Association (AWWA) Specifications have been referenced in this Specification:

C104	Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
C105	Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
C111	Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
C150	Standard for Thickness Design of Ductile-Iron Pipe
C151	Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
C153	Standard for Ductile-Iron Compact Fittings, 3 In. Through 24 In. (76 mm Through 610 mm) and 54 In. Through 64 In. (1,400 mm Through 1,600 mm), for Water Service
C500	Standard for Metal-Seated Gate Valves for Water Supply Service (Includes Addendum C500a-95.)
C502	Standard for Dry-Barrel Fire Hydrants (Includes Addendum C502a-95.)
C515	Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
C600	Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances
C605	Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings

C651	Standard for Disinfecting Water Mains
C900	Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 IN Through 12 IN for Water Transmission and Distribution

SECTION 2: MATERIALS

700.201 General

The Engineer and Engineer's authorized representatives shall have free access to the manufacturing or processing plants for the purpose of making appropriate inspections and tests. The Contractor shall furnish an affidavit from the manufacturer to the effect that all tests have been made and that the pipe, fittings, and specials conform to the Specifications.

700.202 Watermain Pipe and Fittings

A. Ductile Iron Pipe (DIP)

Ductile-iron pipe shall only be utilized with approval from the Engineer.

Ductile-iron pipe shall meet the requirements of ANSI A-21.51 (AWWA C151) for "Ductile-Iron Pipe Centrifugally Cast in Metal Molds or Sand-Lined Molds, for water or Other Liquids."

Wall thickness for ductile-iron pipe shall be determined in accordance with the ANSI A-21.50 (AWWA C150) "Thickness Design of Ductile Iron Pipe." In no case shall pipe wall thickness be less than Class 52.

Pipe shall be furnished with a cement-mortar lining produced in accordance with ANSI A-21.4 (AWWA C104) "Cement Mortar Lining for Cast Iron Pipe and Ductile-Iron Pipe and Fittings for Water." All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating or poor coating adhesion shall be cause for rejection.

Pipe joints shall meet the requirements of ANSI A-21.11 (AWWA C111) for "Rubber Gasket Joints for Cast Iron Pressure Pipe and Fittings."

Pipe joints shall be push-on type unless otherwise specified.

Each length of pipe shall be marked with the weight, thickness, class designation, manufacturer's mark and year in which the pipe was cast.

B. Polyvinyl Chloride (PVC)

Polyvinyl chloride pipe is the required pipe material.

Polyvinyl chloride pipe shall meet the requirements of AWWA C-900 pressure class 235 psi (DR18). The bell shall consist of an integral wall section with a locked-in, solid cross section elastomeric ring which meets the requirements of ASTM F-477. Pipe O.D. shall match D.I.P. and C.I.P. outside diameters for compatibility with fittings.

Polyvinyl chloride pipe shall be installed with granular bedding to a height of six (6) inches below and twelve (12) inches above top of water main. Granular bedding shall be incidental.

700.203 Polyethylene Encasement

All ductile iron pipe and fittings shall be fully encased in polyethylene film meeting the requirements of these Specifications and City of Byron Standard Detail Plate and AWWA C105. The polyethylene film shall be incidental to the pipe.

700.204 Ductile Iron Fittings and Specials

Ductile iron fittings and specials shall be of the single gasket push-on joint, the mechanical joint (MJ) conforming to AWWA C153 and ANSI A-21.53 covering ductile iron compact fittings for 350 psi water pressure plus water hammer. The single gasket push-on joint and mechanical joint shall conform to ANSI A-21.11. Ductile iron fittings shall be furnished with standard thickness cement interior coating conforming to ANSI/AWWA C104.

A. Fitting weights are calculated and compensated by each fitting at fitting weights shown in table below:

DUCTILE IRON COMPACT MECHANICAL JOINT FITTING TOTAL & OVERSIZE REIMBURSEMENT WEIGHTS (IN POUNDS)												
SIZE	ITEM											
	11 1/4 BEND		22 1/2 BEND		45 BEND		90 BEND		SLEEVE (LONG)		PLUG*	
	TL	OS	TL	OS	TL	OS	TL	OS	TL	OS	TL	OS
4"	16		18		23		27		20		10	
6"	30		32		32		39		36		18	
8"	42		46		46		57		46		26	
10"	58	16	64	18	70	24	89	32	62	16	36	10
12"	74	32	84	38	86	40	108	51	76	30	46	20
14"	130	88	148	102	164	118	210	153	140	94	79	53
16"	158	116	178	132	202	156	264	207	172	126	100	74
20"	245	203	310	264	305	259	400	343	255	209	153	127
24"	315	273	412	366	405	359	565	508	335	289	202	176

SIZE	ITEM					
	TEE		REDUCER		CROSS*	
	TL	OS	TL	OS	TL	OS
4"x4"	32				42	
6"x4"	46		24		62	
6"x6"	56				80	
8"x4"	60		32		84	
8"x6"	72		36		105	
8"x8"	86				111	
10"x4"	78	18	46	14	98	14
10"x6"	90	18	47	11	110	5
10"x8"	105	19	50	50	138	27
10"x10"	120	34			155	44
12"x4"	94	34	58	26	115	31
12"x6"	110	38	60	24	129	24
12"x8"	125	39	60	60	158	47
12"x10"	140	54	64	64	180	69
12"x12"	160	74			212	101
14"x4"	172	112	N/A	N/A	N/A	N/A
14"x6"	182	110	100	64	210	105
14"x8"	206	120	100	100	231	120
14"x10"	228	142	100	100	255	144
14"x12"	234	148	100	100	269	158
14"x14"	280	194			299	188
16"x6"	228	156	124	88	250	145
16"x8"	248	162	124	124	264	153
16"x10"	264	178	124	124	286	175
16"x12"	280	194	124	124	310	199
16"x14"	316	230	140	140	363	252
16"x16"	322	236			410	299

SIZE	ITEM			
	TEE		REDUCER	
	TL	OS	TL	OS
20"x6"	315	243	NA	NA
20"x8"	345	259	NA	NA
20"x10"	370	284	220	220
20"x12"	395	309	205	205
20"x14"	440	354	200	200
20"x16"	465	379	200	200
20"x20"	535	449		
24"x6"	415	343	NA	NA
24"x8"	445	359	NA	NA
24"x10"	470	384	NA	NA
24"x12"	500	414	305	305
24"x14"	550	464	310	310
24"x16"	580	494	320	320
24"x20"	660	574	300	300
24"x24"	720	634		

REFERENCES: AWWA C153/A21.53-94

* Pipe Economy by McWane, Inc. (Clow) copyright 2000

700.205 Gate Valves

Gate valves shall be Mueller A-2360-20 Resilient Wedge Gate Valves or an approved equal with non-rising stem, ductile iron body and fusion-bonded epoxy coating on interior and exterior surfaces.

Resilient wedge gate valves shall have mechanical joint ends unless otherwise specified in the Plans or Special Provisions and be designed to operate under 250 pounds working pressure and shall conform to the requirements of AWWA C-515. Valves are to open counter-clockwise. Valves are to be furnished with stainless steel bolts and nuts and shall not have test plugs.

700.206 Tapping Sleeves and Valves

The tapping valve shall meet the same requirements as the previously described resilient wedge gate valves except the inlet flange shall meet ANSI B-16.1 for cast iron pipe flanges, Class 125. The tapping sleeve shall have mechanical joint ends and ANSI Class 125 flange complying with AWWA C500.

700.207 Cutting in Sleeves

Cutting-in sleeves are not permitted. Only mechanical joint solid sleeves with retainer glands shall be used for pipe cut-ins (one per cut-in). Stainless steel repair sleeves shall not be used for this application.

700.208 Valve Boxes

Valve boxes shall be the screw type, have a minimum inside shaft diameter of 5 1/4", and have a cap with the word "WATER" plainly marked on top. In all respects, the valve box shall be equal to Tyler 6860 Series.

The valve box assembly shall be furnished in such lengths of sections needed to satisfactorily complete the installation to the desired height without field cutting either the center or top section of the box.

700.209 Hydrants

All hydrants shall be designed to safely hold a working pressure of 250 lbs. per square-inch, and not cause "water hammer" with extraordinary usage. Hydrants shall be of the non-jacket type and shall further be of such design that if the hydrant is broken off, the valve will remain closed.

Hydrants shall be of WB67-250 design as manufactured by the Waterous Company. Hydrants shall have a traffic flange. The hydrant shall be furnished with a mechanical joint inlet. The hydrant shall have a 5 1/4 inch main valve opening. Hydrants shall have a 4 1/2 inch pumper nozzle and double 2 1/2 inch discharge hose nozzles of the same thread type as currently utilized by the City. Upper standpipe length shall be 16 inches. Hydrants shall be red in color and shall be installed to provide a minimum of seven and one-half (7 1/2) feet of cover over the branch service line. Nut-type nozzle caps shall be equipped with chains. Hydrants shall be installed with a Rodon Hydrfinder flag or approved equal. Hydrant flag shall be incidental to the hydrant.

Hydrants shall be set to the breakoff flange elevation shown on the plan. Contractor shall furnish hydrants with the appropriate bury height required based on the watermain and breakoff flange plan elevations. If necessary, the Contractor shall provide hydrant extensions that are constructed so that they can be inserted in the standpipe at the breakable section. The breakdown section shall be moved to the upper end of the extensions. The costs for the Contractor to furnish and install a hydrant extension(s) shall be considered incidental.

700.210 Materials for Restraining Joints

Tie rods and clamping devices used for rodding at fittings shall be of the required size and adequate strength to secure the installation from movement. The rod size and clamping arrangement shall be as indicated on the Plans or the City of Byron Standard Detail Plates.

Tie rods shall be galvanized, and other clamping devices shall be epoxy-coated.

All such materials shall be approved by the Engineer before being used in the work.

A. Retainer Glands (Use for Restrained Mechanical Joints)

Restrained joints shall be provided at all tees, plugs, horizontal bends and vertical offsets. If mechanical restraining joints are used, they shall be restrained with retainer glands manufactured by EBAA Iron Sales, Inc., MEGALUG Series 1100 or an equal approved by the Engineer. MEGALUG retainer glands shall be placed on all fittings, valves, and hydrant assemblies. Restrainer glands shall be considered incidental.

B. Single Gasket Restrained Joints

Single gasket restrained joints shall be American Fastite type with Amarillo Fast-Grip gaskets, US Pipe Field Lok 350 high visibility gasket or approved high-visibility equal.

700.211 Stainless Steel T-Bolts

All fittings, valves, hydrants, etc. shall be installed with stainless steel T-bolts as manufactured by Birmingham Fasteners or an approved equal and wrapped in polyethylene encasement material that shall conform to the requirements of AWWA C105 for tube type installation and 8-mil nominal film thickness.

700.212 Tracer Wire

A. Tracer wire shall be installed with all watermain and service pipe.

1. Tracer wire shall be installed to the end of each service and grounded with a Copper Head Industries "Ground Rod 12-AWG" or approved equal.
2. Tracer wire, tracer wire appurtenances and installation shall be in accordance with the current published tracer wire specification by the Minnesota Rural Water Association.
<http://www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf>.
3. A tracer wire location box shall be provided at all hydrants. The location box shall be Copper Head Industries "Cobra" Access Point or approved equal. Access point shall match the hydrant in color.

4. Tracer wire, testing and appurtenances (boxes, wire, connectors and anodes) shall be incidental.

700.213 Miscellaneous Materials

Any other miscellaneous material required in the work, but which is not specifically mentioned in these specifications, shall be new material, approved by the Engineer prior to its use.

SECTION 3: CONSTRUCTION REQUIREMENTS

700.301 General

A. Watermain Shut Downs

The Contractor shall coordinate watermain shut downs with the City. Contractor shall notify the property owners that will be affected by a shut-down, a minimum of 48 hours prior to the shut-down. The Contractor will create flyers and hand deliver or post on the property owners' doors. Notification to the property owners shall be considered incidental, and no direct compensation shall be made therefor. A map of the watermain distribution area can be provided at the contractor's request.

The City shall operate all gate valves and hydrants.

B. Handling Pipe and Accessories

Pipe, fittings, valves, hydrants, and other watermain accessories shall be loaded, transported, unloaded, stored, handled, and installed by methods and in a manner that will ensure their final installation in a sound and undamaged condition conforming in all respects to specified requirements.

Under no circumstances shall the pipe, fittings, valves, or hydrants be dropped to the ground, onto or against hard or solid objects or materials, or otherwise subjected to possible damage from impact or shock. Such materials shall be loaded and unloaded by lifting with hoists or by skidding. Pipe handled on skidways shall not be skidded or rolled against other pipe.

In distributing pipeline material at the site of the work, each piece shall be unloaded opposite, or as close as possible to, the point of installation in order to avoid unnecessary rehandling.

C. Work Schedule and General Requirements

When street grading is also under contract on the project, the watermain Contractor shall install the main immediately after the rough grading is completed. Upon completion of the underground work, the watermain Contractor shall restore the roadway to the same condition as it was prior to trenching.

If the watermain Contractor chooses to make the installation prior to the rough street grading, they shall place not less than 4' of earth fill over the watermain.

All supplies, tools, and equipment necessary to the proper construction and satisfactory completion of the work in accordance with the Specifications are to be furnished by the Contractor. It is understood that the whole work under this contract is to be done at the Contractor's risk and are to assume the

responsibility and risk of all damages to the work, or to the property on the line of the work, which may be occasioned by floods, backwater, caving of the street, settling of the foundations of buildings, or from any cause whatsoever. The Contractor shall not dig up or occupy with materials any more of the street than is absolutely necessary for the prosecution of work, and in no case shall the operations extend beyond the limits of the right-of-way or easement lines. Special care shall be taken to cause a minimum of inconvenience to persons residing along the line of improvement. The Contractor shall protect all excavations by barricades, lights, and other warning devices. The Contractor shall also provide for the flow of all watercourses, sewers, gutters, and drains, and provide for the protection of other utilities, both public and private.

700.302 Placing Watermain and Appurtenances

A. General

Installation of piping and appurtenances shall be in compliance with AWWA C600 and C605 and the project Plans, Specifications, and Special Provisions. Piping and appurtenances shall be laid to the required line and grades as outlined below, each section having a firm and uniform bearing throughout its entire length.

At the time of pipe placement, the bedding conditions shall be such as to provide uniform and continuous support for the pipe between bell holes. Bell holes shall be excavated as necessary to make the joint connections, but they shall be no larger than would be adequate to support the pipe throughout its length.

No pipe material shall be laid in water nor when the trench or bedding conditions are otherwise unsuitable or improper.

B. Grading and Aligning Pipe

The Contractor is solely responsible for the correct transfer of the primary line and grade from the Engineer's stakes to all working points, and for construction of the work to the prescribed lines and grades.

C. Installation of Pipe, Fittings, and Polyethylene Encasement

1. Care in Handling

All pipe, fittings, and specials shall be carefully lowered into the trench piece by piece by means of a derrick, ropes, or other suitable means, in such a manner as to prevent damage to the watermain materials or to the coating thereon. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

Before lowering and while suspended, the pipe shall be inspected for defects, and any defective, damaged, or unsound pipe shall be rejected.

Dropping, jolting, striking, or other such methods of manipulating pipe to proper grade and alignment will not be permitted.

2. Direction of Laying

Unless otherwise directed, pipe shall be laid with bell ends facing in the direction of laying.

3. Cleaning, Swabbing, and Chlorine Treatment

All foreign matter or dirt shall be thoroughly removed from the inside of the pipe before it is lowered into its position in the trench, and it shall be kept clean by approved means during and after laying.

A mechanical joint or slip-on joint plug shall be inserted into the bell of the last pipe laid when work is suspended overnight and for seasonal suspension of work.

Immediately before each length of pipe and each fitting is installed on the new watermain, the outside of the spigot end of the pipe, the inside of the pipe barrel and bell, and the interior surfaces of the fittings shall be thoroughly swabbed with a calcium hypochlorite solution containing not less than 200 parts per million of chlorine. "H.T.H." or an equivalent bactericidal agent may be used for this solution.

In addition, the "Dry Calcium Hypochlorite Method" of disinfecting the watermain, as described in AWWA C651, shall be used. Dry calcium hypochlorite (containing at least 65% available chlorine) shall be placed in the pipe during placing operations.

4. Joining Single Gasket, Slip-on Pipe

Immediately prior to assembling the joint, the rubber gasket and all surfaces of the bell and spigot shall be cleaned of dirt, rust or other foreign material. Before drawing the pipe together, the spigot end of the gasket shall be coated with a light film of approved lubricant.

5. Joining Mechanical Joint Pipe

Immediately prior to assembling the mechanical joint, the rubber gasket and all surfaces of the bell, spigot, and gland which will come in contact with the gasket shall be thoroughly cleaned of any dirt, rust or other foreign material. Where necessary, the gasket may be coated with a light film of an approved lubricant to facilitate slipping over the spigot end and into the bell.

After the gland has been shoved into place against the gasket, the bolts shall be inserted, and the nuts shall be tightened with the fingers until snug. Tightening of bolts shall be done carefully and evenly, alternately tightening opposite bolts in order to maintain approximately the same distance between the gland and the pipe flange at all points around the circumference of the joint.

Final tightening of the bolts shall be done with a ratchet torque wrench unless otherwise permitted by the Engineer. Torque requirements shall be in accordance with the following table:

Size of Bolt	Torque Foot-Pounds	*Length of Wrench
5/8"	40 – 60	8"
3/4"	60 – 90	10"
1"	70 – 100	12"
1 1/4"	90 – 120	14"

*(The wrench lengths stipulated in this column are required lengths of non-torque wrenches to be used in the event that their use is permitted by the Engineer.)

6. Cutting Pipe

Cutting of pipe for closure pieces, for installation of valves, hydrants, and fittings, or for any other reason shall be done in a neat and workmanlike manner without damage to the pipe or cement lining therein and so to leave a smooth cut end at right angles to the axis of the pipe. Unless otherwise approved by the Engineer, all cutting of pipe shall be done by means of mechanical pipe cutters of an approved type, except that the cutting of pipe already in place where the use of mechanical cutters would be difficult or impracticable, may be done with diamond point chisels or other hand tools which will cut the pipe without damaging impact or shock.

7. Polyethylene Encasement

All ductile iron pipe, ductile iron fittings, hydrants and valves shall be fully encased in polyethylene film meeting the requirements of these Specifications and City of Byron Standard Detail Plate. The film shall be furnished in tube form for installation on pipe and all pipe-shaped appurtenances such as bends, reducers, offsets, etc. Sheet film shall be provided and used for encasing all odd-shaped appurtenances such as valves, tees, crosses, etc.

The polyethylene tubing shall be installed on the pipe prior to being lowered into the trench. Tubing length shall be sufficient to provide a minimum overlap at all joints of one foot or more. Overlap may be accomplished with a separate sleeve tube placed over one end of the pipe prior to connecting another section of pipe, or by bunching extra overlap material at the pipe ends in accordion fashion. After completing the pipe jointing and positioning the overlap material, the overlap shall be secured in place with plastic adhesive tape wrapped circumferentially around the pipe not less than three turns.

After encasement, the circumferential slack in the tubing film shall be folded over at the top of the pipe to provide a snug fit along the barrel of the pipe. The fold shall be held in place with plastic adhesive tape applied at intervals of approximately three feet along the pipe length. Also, any rips, punctures, or other damage to the tubing shall be repaired as they are detected. These repairs shall be made with adhesive tape and overlapping patches cut from sheet or tubing material.

At odd-shaped appurtenances such as gate valves, the tubing shall overlap the joint and be secured with tape, after which the appurtenant piece shall be wrapped with a flat film sheet or split length of tubing by passing the sheet under the appurtenance and bringing it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down. Wherever encasement is terminated, it shall extend for at least two feet beyond the joint area.

Openings in the tubing for branches, service taps, air valves and similar appurtenances shall be made by cutting an X-shaped slit and temporarily folding back the film. After installing the appurtenance, the cut tabs shall be

secured with tape and the encasement shall be completed as necessary for an odd-shaped appurtenance.

Unless otherwise specified in the Plans, Specifications, and Special Provisions, hydrants encased in polyethylene tubing shall have tape applied circumferentially above and below the drainage holes in the hydrant riser and the film removed to allow the hydrant barrel to drain.

8. Setting Valves, Fittings and Valve Boxes

Gate valves and pipefittings shall be set and jointed to the pipe in the manner heretofore specified for cleaning, laying and jointing pipe. Valve boxes shall be firmly supported and maintained, centered, and plumbed over the wrench nut of the gate valve, with the box cover at such elevation as directed by the Engineer. All valves and fittings shall be installed with restrained joints.

9. Setting Hydrants

Hydrants shall be placed as shown on the Plans or as directed by the Engineer. Each hydrant shall be connected to the main with a 6" ductile iron branch controlled by an independent 6" gate valve. Hydrants shall be installed on concrete support blocks as shown on the City of Byron Standard Detail Plates and shall be braced so as to remain plumb during backfill operations. Hydrants shall be thoroughly cleaned of dirt or foreign matter before setting. At locations where hydrant drains will be below the normal water table, the drain openings are to be permanently plugged. Hydrants requiring drain plugs shall have a tag indicating the hydrant is plugged installed on the break off flange. Furnish and installing the hydrant plugs, tags, labor, etc. is incidental to the hydrant.

The Contractor shall furnish and install the required number of hydrant protective posts at such special hydrant locations as may be designated by the Engineer. See the City of Byron Standard Detail Plate for hydrant installation. Protective posts shall be placed as an incidental expense.

Hydrants shall be installed with restrained joints.

10. Hydrant Drainage Pits

A drainage pit 2' in diameter and 18" deep shall be excavated below each hydrant and filled compactly with coarsely graded gravel or crushed rock under and around the bowl of the hydrant and to a level 6" above the hydrant drainage opening. The stone fill shall be completely covered with an impermeable barrier to prevent backfill from filtering into the drainage pit.

Aggregate for hydrant drainage pit shall comply with MN/DOT Table 3149.2-7 Coarse Aggregate Bedding.

11. Plugs

Mechanical joint shall be inserted into the bells of all dead ends of pipe, tees, and crosses. In all cases, and regardless of the type of plug used or specified, a 3/4" corporation stop shall be tapped into the plug. This corporation stop that complies with service Standard Specifications shall

serve to release any accumulated pressure prior to the future removal of the plug and for purging air during testing.

12. Blocking and Anchoring

Watermain, valves, fittings, plugs and hydrants shall be restrained as shown on the City of Byron Standard Detail Plates or as stated in the Special Provisions. As noted in Plate 6-05 (Restrained Joint Detail) tie-rods are only to be used for connections to existing watermains. Joint restraints for new watermains are to be provided by retainer glands.

13. Watermain within Steel Casings

Watermain installed within a steel casing shall be single gasket, restrained joint type. Watermain shall be mounted on plastic skids, two per length of pipe secured in place to support the pipe along the barrel rather than at the joints. The space between the pipe and casing shall be backfilled and dried sand blown into the space and the ends of the casing shall be sealed with concrete bulkheads at least one foot thick. A 2-inch PVC or copper drain shall extend through the bulkhead at the lower end of the casing.

700.303 Adjust Gate Valve Boxes

The Contractor shall adjust all gate valve boxes to 3/8 inch below final grades. Adjustment of valve boxes shall take place just prior to the final layer of bituminous pavement being placed.

It shall be the responsibility of the Contractor to repair or replace any valve box assembly damaged during street construction operations or by local traffic if the valve boxes are set to protrude before all paving operations are completed. This shall be considered incidental work and no direct compensation will be made therefore.

Adjustment of valve boxes shall include a variation of one of several of the following adjustment options: screw the box top up, screw the box top down, or install a new box top section.

All valve boxes shall be adjusted to the non-wear surface elevation. The cost of adjusting the gate valve boxes to the non-wear surface elevation shall be considered incidental, and no direct compensation shall be provided to the Contractor.

Adjustments shall only be paid once for in place valve boxes to the top of the final wear course. Adjustment of proposed valve boxes shall be incidental.

700.304 Pressure Reducing Station

Pressure reducing station shall be installed in accordance the manufacturer's recommendations for the individual components and the City of Byron Standard Detail Plate.

700.305 Loading and Disinfection of Watermain

Watermain disinfection shall be done in accordance with AWWA C651. The "Dry Calcium Hypochlorite" method shall be used.

Watermain loading, flushing and bacterial sampling/testing shall be performed by the Contractor. After the final flushing, the water shall be tested for bacteriological

quality and found to meet the standards prescribed by the Minnesota Department of Health.

All "dead-end" watermains over 20 feet long must be flushed and tested.

The Contractor is not to operate water distribution system valves or hydrants.

Loading, flushing and bacterial sampling shall be incidental to the pipe.

700.306 Pressure, Leakage and Tracer Wire Testing

A. Testing Equipment and Facilities

The Contractor shall provide, at its own expense, all necessary piping and piping connections between the pipe line to be tested, at the point of test thereof, and the nearest available source of supply of acceptable water, together with test pumping equipment, water loss measuring container, pressure gauge, and other equipment, materials and facilities required for and in connection with the specified tests.

Test pressures shall be applied by means of a pump of such design and capacity that the required pressure can be applied and maintained without interruption for the duration of each test. The pressure gauge used shall be tested, accurately calibrated, display increments of 1 psi, and approved by the Engineer. The container used to measure the volume of water replaced in the water main during the leakage test shall be sized to permit accurate measurement of the pumped replacement water volume (typically less than five gallons).

The City Engineer's representative shall observe all tests, and the Contractor shall conduct the test at its own expense.

B. Hydrostatic Pressure Test

All pipelines constructed hereunder shall be tested for defective materials and workmanship by being subjected to a hydrostatic test pressure of 150 pounds per square-inch gauge (psig). Such test pressure shall be assumed to be applied at the lowest point in the line of pipe being tested and the pressure applied at the point of gauge attachment shall be the specified test pressure corrected as necessary to compensate for any difference in elevation of the gauge above such lowest point in the said line of pipe.

The test pressure shall be applied to watermains and services

After the section of the line to be tested has been filled with water, the specified or otherwise authorized test pressure shall be applied and maintained for a period of not less than two hours and for whatever longer period as may be necessary for City of Byron to complete the inspection of the line under test and for the Contractor to locate any and all defective joints and pipe line materials.

The hydrostatic test, pressure requirement for an acceptable test shall be a maximum pressure drop of 2 psi during the last hour of the two-hour pressure test. If this test requirement cannot be met, the Contractor shall investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

In special situations, the City Engineer may approve modifying the hydrostatic test pressure to match the pressure in existing adjacent City watermains, but in all other respects the test shall be carried out as specified above.

C. Leakage Test

At the discretion and option of City of Byron, the leakage test will be taken in cases where deemed necessary or advisable, or it may be waived where the prior observations and testing so indicate. When the leakage test is taken, it shall be conducted in the following manner:

After the specified pressure test has been completed and any and all pipeline repairs have been made and tested to the satisfaction of the City of Byron, the line or lines being tested shall be subjected to a leakage test under a hydrostatic pressure of 150 pounds per square-inch gauge (psig) as defined in Section 700.306.B. The pressure shall be maintained constant (within a 5% maximum variation, plus or minus) during the entire time that line leakage measurements are being made, in order that the allowable leakage rate may be determined accurately from the leakage rate formula hereinafter specified (or the included allowable leakage table).

Leakage measurements shall not be started until a constant test pressure has been established. Compression of air trapped in unvented pipes or fittings will give false leakage readings under changing pressure conditions. After the test pressure has been established and stabilized, the line leakage shall be determined by measuring the volume of water pumped from the measuring container to replace the volume of water leaked from the line being tested.

No pipeline, or tested section thereof, will be accepted unless it has a leakage rate less than or equal to the rate determined by the following formula:

$$L = (S \times D \times P^{1/2}) / 133,200$$

In which,

L = Maximum permissible leakage rate, in gallons per hour.

S = Length of pipe tested, in feet

D = Nominal diameter of the pipe, in inches

P = Average pressure (in psig) during the leakage test (not necessarily the test pressure). This pressure shall be determined by subtracting the average elevation of all tested pipe joints from the elevation of the pressure plane represented by the specified or authorized leakage test pressure, and then converting this difference, in feet or head, to pounds per square-inch hydrostatic pressure. The average pressure may be assumed to be equal to the test pressure where the maximum difference in elevations of the pipe joints being tested does not exceed 20 feet.

In the event that the line or section being tested contains pipe of more than one size, the allowable leakage from all joints of each size shall be calculated separately and then added to obtain the total allowable leakage from the entire line or lines.

The table below summarizes the maximum allowable main leakage (taken from Table 6A, AWWA C600):

Allowable Leakage per 1000 ft of Pipeline, gal/hr*							
Avg Test	Nominal Pipe Diameter, In.						
Pressure, (psi)	4	6	8	12	16	20	24
100	0.30	0.45	0.60	0.90	1.20	1.50	1.80
125	0.34	0.5	0.67	1.01	1.34	1.68	2.01
150	0.37	0.55	0.74	1.10	1.47	1.84	2.21
175	0.40	0.59	0.80	1.19	1.59	1.98	2.38
200	0.43	0.64	0.85	1.28	1.70	2.12	2.55
Normal test pressure is 150 psi.	*Allowable leakage for typical watermain installation.						

Based on 11.65 gpd/mi/in. nominal diameter at a pressure of 150 psi. (AWWA C600)

Where a second pressure test is made following line repairs, the leakage during such test may be measured as a part of the leakage test, provided that where the remainder of the leakage test is made at a reduced pressure as provided herein, the leakage during the application of each of the two pressures shall be measured separately.

If the specified leakage test is made after the pipe line has been backfilled and the joints covered, and such test shows a leakage rate in excess of the permissible maximum, the Contractor shall make all necessary surveys in connection with the location and repair of leaking joints to the extent required to reduce the total leakage to an acceptable amount. Where evidence of leaking joints does not appear on the ground surface above or near the leaks, the Contractor shall prospect the line by sinking a hole, with an auger or otherwise, at the location of each joint and determine any undue saturation of the soil that would indicate a leak at such joint. This prospecting shall be done after pressure has been maintained in the line for a sufficient time to provide adequate soil saturation for locating leaks by this method.

Leaks in mechanical joints shall be repaired by dismantling, cleaning, realigning gland and gasket and rebolting. Under no circumstances shall gland bolts be tightened beyond the specified and allowable torque limits in an attempt to reduce or stop leakage from a defective joint or for any other purpose.

D. Tracer Wire Testing

Testing shall be in accordance with the current published tracer wire specification by the Minnesota Rural Water Association.

<http://www.mrwa.com/PDF/TracerWireSpecGuideFinalweb9.pdf>.

The tracer wire and tracer wire appurtenances on any line that cannot be traced utilizing low frequency (512Hz) tracing equipment shall be repaired. All repairs and re-testing shall be at the Contractor's expense.

SECTION 4: MEASUREMENT AND PAYMENT

700.401 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to design designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate pay items.

700.402 Watermain

Bid items have been provided for watermain per size and type designation. Measurement will be by the linear foot along the axis of the pipe (per size and type) without regard to intervening valves and fittings. Payment at the bid unit price shall be compensation in full for all materials including tracer wire and tracer wire appurtenances, testing, and costs to complete the work as specified.

700.403 Valves and Hydrants

A bid item has been provided for hydrants and gate valve & box per size. Measurement will be by each hydrant and gate valve & box per size installed. Payment at the bid unit price shall be compensation in full for all materials, costs, and to complete the work as specified.

700.404 Tapping Sleeve and Valve

A bid item has been provided for tapping sleeve and valve per size. Measurement will be by each tapping sleeve and valve per size installed. Payment at the bid unit price shall be compensation in full for all equipment, materials including valve box, and costs to complete the work as specified.

700.405 Ductile Iron Fittings

A bid item has been provided for ductile iron fittings. Measurement will be by the weight (in pounds) of each fitting installed. The weight of bolts, nuts, glands, retainer glands, MEGALUGS, tie rods, etc. shall be considered incidental to the weight of the fitting itself. Payment at the bid unit price shall be compensation in full for all materials, costs, and to complete the work as specified.

700.406 Connect to Existing Watermain

A bid item has been provided for connect to existing watermain. Measurement will be by each connection made to the existing system. Payment at the bid unit price shall be compensation in full for all materials, costs, and to complete the work as specified.

SECTION 5: BASIS OF PAYMENT

700.501 Description

All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

700.502 Items List

Payment for watermain construction will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
700.402	FURNISH & INSTALL ___ IN DUCTILE IRON PIPE CLASS 52	LIN FT
700.402	FURNISH & INSTALL ___ IN PVC C900 (DR 18)	LIN FT
700.403	FURNISH & INSTALL ___ IN GATE VALVE AND BOX	EACH
700.403	FURNISH & INSTALL HYDRANT	EACH
700.404	FURNISH & INSTALL ___ IN TAPPING SLEEVE AND VALVE	EACH
700.405	FURNISH & INSTALL DUCTILE IRON FITTINGS	POUND
700.406	CONNECT TO EXISTING WATERMAIN	EACH

**SERVICE CONNECTION SPECIFICATIONS
800**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
800.101 Description	3
800.102 Reference Documentation.....	3
800.103 Easements	3
SECTION 2: MATERIALS	3
800.201 General	3
800.202 Water Service and Water Service Appurtenances Material	4
800.203 Sanitary Service Material.....	4
800.204 Subdrain Service Material	5
SECTION 3: CONSTRUCTION REQUIREMENTS	6
800.301 Sanitary and Subdrain Service Pipe Installation	6
800.302 Water Service Installation/Abandonment.....	7
800.303 Record Drawings.....	9
SECTION 4: MEASUREMENT AND PAYMENT	9
800.401 Description	9
800.402 Sanitary Service Pipe	9
800.403 Sanitary Sewer Wye.....	9
800.404 Riser.....	9
800.405 Subdrain Service Pipe.....	10
800.406 Subdrain Wye.....	10
800.407 Water Service Pipe.....	10
800.408 Water Service Appurtenances	10
SECTION 5: BASIS OF PAYMENT	10
800.501 Description	10
800.502 Items List.....	11

SECTION 800

SERVICE CONNECTION SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

800.101 Description

These Specifications shall apply to the construction of water service, sanitary sewer service, and subdrain service connections between public and private utility mains and buildings located outside the right-of-way.

800.102 Reference Documentation

Provisions of the General Conditions of the Specifications for Public Improvements and Standard Specifications for Trench Excavation & Backfill shall apply to this work. The Contractor shall abide by the applicable provisions of state, federal and local laws, and ordinances.

A. Reference documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations.

1. Minnesota Department of Transportation (MN/DOT) Standard Specifications for Construction.

B. Permits and Licenses

1. Contractors doing service connection within the City of Byron shall be a Licensed Sewer and Drain Contractor pursuant to local ordinance requirements.
2. Contractors doing service connection work which is not a part of a City Contract shall obtain permits in accordance with the following:
 - a. Work in State right-of-way requires a Permit for Installation of Utilities from Minnesota Department of Transportation.
 - b. Work in County right-of-way requires Permit for Work in Right of Way from the County Engineer.

800.103 Easements

A. Easement shall be required and shall be recorded for any service connection that:

1. Crosses another private property, or
2. Is a common or shared use connection.

SECTION 2: MATERIALS

800.201 General

Upon the City Engineer's request, representatives of the City shall not be denied access to the manufacturing or processing plants for the purpose of making appropriate inspections and tests.

At the City Engineer's request, the Contractor shall furnish manufacturer's certificate that the pipe, fittings, and other specified material meet the specified standards.

800.202 Water Service and Water Service Appurtenances Material

Water pipe and fittings for services larger than 2 inches inside diameter shall be designed and installed in accordance with the City of Byron Standard Specifications for Watermain Construction.

Water service pipe shall be 1 inch, 1-1/2 inch or 2 inch inside diameters only and shall conform to the requirements of ASTM B88 for Seamless Copper Water Tube, Type K, Soft Annealed Temper. Water service pipe of 3/4 inch and 1-1/4 inch diameter shall conform to the requirements of ASTM B88 for Seamless Copper Water Tube, Type K, Soft Annealed Temper and may only be used for repairs to copper services of 3/4 inch and 1-1/4 inch diameter.

A. Water Service Appurtenances

1. Curb Stop and Box

- a. Curb stop valves shall be of the compression type fitting specifically for the use with copper inlet and outlet service pipe.
- b. Curb Stop: Mueller B-25155.
- c. Curb Box: Mueller H-10300 with Minneapolis pattern base and stationary rod. The curb box thread, Minneapolis pattern, shall be supported by at least three-quarters (3/4) of its thread diameter on the body of the curb stop.

2. Curb Stop boxes that fall in driveways or sidewalks will require a gate valve box top section furnished and installed within the proposed pavement. Gate valve box top section shall be incidental to the curb stop.

B. Corporation Stop

1. Corporation stops shall be of the compression type fittings.
 - a. Corporation Stop: Mueller B-25008.

C. Service Saddles on PVC Watermain

2. Water services on PVC watermain shall be installed with tapped saddles. Tapping shall be by the cut in method using an approved tapping machine. The service saddle for PVC water main shall be stainless steel Ford Model FS303, joined body with recessed "O"-ring. Service saddles shall be incidental to the service pipe.

800.203 Sanitary Service Material

A. Sewer Service Pipe and fittings shall conform to the current Minnesota Plumbing Code and the following:

1. PVC pipe shall conform to the requirements of ASTM D-3034 with wall thickness conforming to SDR-26. Gasketed pipe joints shall show no leakage when tested in accordance with ASTM D 3212. Elastomeric seals shall be supplied meeting the requirements of ASTM F 477. Minimum acceptable cell class shall be 12454 B as per ASTM D 1784 requirements. PVC SDR 26 is not permitted within 2 feet of footing or within 10 feet

horizontally of a water service, unless water service is 12 inches vertically above and 12 inches to the side of the sewer on a solid trench shelf.

2. Fittings shall be PVC SDR 26 gasketed and shall be water tight. Fitting shall conform to ASTM 1784, ASTM F 477, and ASTM F 913.

B. Joints

1. PVC ASTM D3034 joints shall be gasketed and shall be watertight.

- C. Connections to mains or risers shall be made using factory made fittings or commercial adapters. Bends shall be 45 degrees or less.

- D. Suitable adapters shall be used for joining dissimilar materials or for repair of similar materials and shall be the shear banded coupling type. The adapters shall be manufactured of material generally conforming to the material requirements of ASTM C-425 and the bands shall be stainless steel. Shear bands are not required to connecting dissimilar pipe materials for which shear-banded couplings are not normally manufactured and in these cases, the adapter shall be encased in a concrete collar. Pipe coupling shall be with Fernco Strong Back RC1000 pipe couples or re-approved equal.

- E. Service connections to an in place main shall be made with an Inserta Tee or approved equal.

- F. Service connections to a proposed main shall be made with a wye of the same size and material as the service pipe.

800.204 Subdrain Service Material

- A. Subdrain service pipe and fittings shall conform to the current Minnesota Plumbing Code and the following:

1. PVC pipe shall be solid wall conform to the requirements of ASTM D-3034 with wall thickness conforming to SDR-35. Gasketed pipe joints shall show no leakage when tested in accordance with ASTM D 3212. Elastomeric seals shall be supplied meeting the requirements of ASTM F 477. Minimum acceptable cell class shall be 12454 B as per ASTM D 1784 requirements. PVC SDR 35 is not permitted within 2 feet of footing or within 10 feet horizontally of a water service, unless water service is 12 inches vertically above and 12 inches to the side of the sewer on a solid trench shelf.

2. All subdrain service pipe and fittings shall be 4".

3. Fittings shall be PVC SDR 35 gasketed and shall be watertight. Fitting shall conform to ASTM 1784, ASTM F 477, and ASTM F 913.

4. The Contractor shall differentiate the subdrain service connections from the sanitary sewer connections by wrapping the entire service with geotextile fabric. The geotextile fabric and the labor to wrap the service shall be incidental to the service pipe.

B. Joints

1. PVC ASTM D3034 joints shall be gasketed and shall be watertight.

- C. Connections to mains shall be made using factory made fittings or commercial adapters. Bends shall be 45 degrees or less.

- D. Suitable adapters shall be used for joining dissimilar materials or for repair of similar materials and shall be the shear banded coupling type. The adapters shall be manufactured of material generally conforming to the material requirements of ASTM C-425 and the bands shall be stainless steel. Shear bands are not required to connecting dissimilar pipe materials for which shear-banded couplings are not normally manufactured and in these cases the adapter shall be encased in a concrete collar. Pipe coupling shall be with Fernco Strong Back RC1000 pipe couples or approved equal.

SECTION 3: CONSTRUCTION REQUIREMENTS

800.301 Sanitary and Subdrain Service Pipe Installation

Installation of sanitary sewer pipe and fittings shall conform to the current Minnesota Plumbing Code.

A. Grading and Aligning Pipe

1. Service connection pipe shall be laid to line and grade and in the location shown on the Plans or as determined by the City Engineer.
2. Work done without proper location from base lines, offset stakes, benchmarks, or other basic reference such as provided by modern line and grade control equipment shall be removed and replaced at the Contractor's expense.
3. Dropping, jolting, striking, or other such methods of manipulating pipe to proper grade and alignment will not be permitted.
4. Sanitary sewer service pipe shall have a fall of not less than 1/4 inch to the foot for 4" pipe and 1/8 inch per foot for 6-inch pipe, except as specifically approved by the City Engineer.

B. Placing Sewer and Subdrain Service Pipe

1. Each section of service connection pipe (sanitary sewer, or subdrain) shall have a firm and uniform bearing throughout its entire length.
2. The ends of sewer service connections shall be sealed with a plug conforming to the requirements of Section C150.203 in this specification. Subdrains shall be plugged with a 4" PVC cap. Pipe shall be laid with the bell or grooved end upgrade.
3. Installing PVC Pipe
 - a. PVC pipe shall be bedded and encased using specified materials and per City of Byron Standard Detail Plate for flexible pipe. Pipe placement shall be in accordance with the pipe manufacturer's recommendations.
4. The sanitary sewer service pipe risers shall be constructed in accordance with the City of Byron Alternate Detail Plate.
5. Cleanouts shall be placed at a maximum 100-foot intervals.
6. Sanitary sewer and subdrain services shall be extended to a point 10 feet past the right-of-way line to facilitate gravity flow from footing drains. Deviation from the gravity flow requirement due to grade issues will be reviewed by the City Engineer on an individual basis.

7. A 4"x4" wooden post, extending one foot above grade, shall be placed at the end of each service by the pipe invert plug to mark the location of the pipe.
8. Connections with Mains or Structures
 - a. Sanitary sewer and subdrain service connections shall be made at a new main using wyes, and at in-place mains using Inserta Tees Manhole connections will be permitted only where approved by the City Engineer.
 - b. Inserta Tees shall be installed per the Manufacturer's recommendations. Cutting of the hole with any other method (sawzall, angle grinder, etc.) then the appropriate core bit recommended by the Manufacturer is not permitted and will not be accepted. Any repairs or replacement of pipe sections to the main due to improper installation shall be made by the Contractor at their own expense.
 - c. Subdrain service connections shall be made at mains using wyes.
 - d. Connections to in-place services shall be incidental to the service pipe.

800.302 Water Service Installation/Abandonment

A. Grading and Aligning Pipe

1. Service connection pipe shall be laid to line and grade and in the location shown on the Plans or as determined by the City Engineer.
2. Work done without proper location from base lines, offset stakes, benchmarks, or other basic reference such as provided by modern line and grade control equipment shall be removed and replaced at the Contractor's expense.
3. Dropping, jolting, striking, or other such methods of manipulating pipe to proper grade and alignment will not be permitted.

B. Placing Water Service Pipe Installation

1. Each section of water service pipe shall have a firm and uniform bearing throughout its entire length.
2. Water services shall be extended to a point 10 feet past the right-of-way line.
3. A 4"x4" wooden post, extending one foot above grade, shall be placed at the end of each service by the pipe invert to mark the location of the pipe.
4. Connections to in-place services shall be considered incidental to the pipe.

C. Copper Water Service

1. Copper water service pipe may be spliced only with a brass union. Fittings required for the splicing shall be incidental. Copper water service pipe shall not be spliced except as follows:
 - a. When the length of 1-inch water service between the curb stop and the water meter connection exceeds 100 feet. Only one splice will be permitted for each additional 100 feet of service.

- b. When the length of 1 ½ inch water service between the curb stop and the water meter connection exceeds 60 feet. Only one splice will be permitted for each addition 60 feet of service.
- c. When the length of 2-inch water service between the curb stop and the water meter connection exceeds 40 feet. Only one splice will be permitted for each addition 40 feet of service.
- d. When a copper service is repaired, a minimum number of splices will be permitted.
- e. During water main replacements, one splice will be permitted on services running to the side of the new water main on which the existing water main lies.

Water service taps on watermains shall be tapped at 45 degrees on the appropriate upper quadrant of the main. A distance of at least 12 inches shall separate taps and no tap shall be made within 12 inches of a pipe joint. Corporation threads shall be wrapped with double wrap of three mills Teflon before installation. 1-1/2inch and 2 inch service pipe shall have a 45 degrees bend connected to the corporation stop to facilitate the downward expansion loop. Immediately after the water service connection has been placed from the main to the curb stop and the curb stop installed, it shall be flushed with water from the main by having the curb stop valve in the fully opened position.

Small lead, galvanized iron, or copper water services to be abandoned shall be disconnected by closing the corporation stop at the main. The pipe shall be cut off one foot from the corporation stop, pinched closed, and the curb box riser section removed. Larger cast iron or ductile iron services shall be abandoned as follows: Tapping sleeves and lead caulked joint tees shall be cut out and replaced with a new section of watermain; for mechanical joint type tees, the service pipe shall be removed, and a mechanical joint plug installed. Abandoning of water services shall be considered incidental.

D. Water Service Appurtenances

1. Curb Box

- a. Curb boxes shall be set in the collapsed position 1' below finished grade in areas where finish grading is yet to be completed. After completion of the finished grading, the upper box section shall be raised, and the curb box operated to verify proper alignment.
- b. In areas where the finished grade is established the curb box shall be adjusted to finished grade. There shall be a minimum of 6 inches of adjustment remaining in the curb box after it is adjusted to finished grade. The curb box shall be operated to verify proper alignment.
- c. Prior to setting of curb box, the metal stops of curb box upper section shall be removed and the split-locking ring in base section shall also be removed.
- d. A 4"x4" wooden post, extending one foot above grade, shall be placed at the end of the service.

2. Curb Stop
 - a. A concrete brick shall be placed immediately below the curb stop for it to rest on.
 - b. Where the water service is not being extended to the building immediately, the open end of the curb stop shall be protected per the City of Byron Standard Detail Plate. Alternate cap methods require approval of the City Engineer and must prevent soil from entering the copper pipe and minimize the water leak should the curb stop be accidentally opened.
3. Service Saddles on PVC Watermain
 - a. Tapped saddles shall be installed in accordance the Manufacturer's recommendations.

800.303 Record Drawings

The Contractor must keep accurate records of wye, curb box, and corporation stop locations. Upon completion of service construction, the record drawings must be submitted to the City Engineer.

SECTION 4: MEASUREMENT AND PAYMENT

800.401 Description

All items will be measured and paid separately according to design designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in-place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate pay items.

800.402 Sanitary Service Pipe

Bid items have been provided for sanitary service pipe per size designation. Measurement will be by the lineal foot of service pipe along the axis of the pipe with no regard to fittings. Payment at the bid unit price shall be compensation in full for all equipment, labor, and materials including bedding, backfill, compaction, connections, caps, and costs to complete the work as specified.

800.403 Sanitary Sewer Wye

Bid items have been provided for sanitary sewer wye by size designation. Measurement will be by each wye installed. Payment at the bid unit price shall be compensation in full for all equipment, labor, materials, and costs to complete the work as specified.

800.404 Riser

Bid items have been provided for riser per size designation. Measurement will be by each riser installed with no regards to height. Payment at the bid unit price shall be compensation in full for all equipment, labor, materials, and costs to complete the work as specified.

800.405 Subdrain Service Pipe

A bid item has been provided for subdrain service pipe. Measurement will be by the lineal foot of service pipe along the axis of the pipe with no regard to fittings. Payment at the bid unit price shall be compensation in full for all equipment, labor, and materials including bedding, backfill, compaction, connections, caps, geotextile, and costs to complete the work as specified.

800.406 Subdrain Wye

A bid item has been provided for subdrain service pipe wye. Measurement will be by each wye installed. Payment at the bid unit price shall be compensation in full for all equipment, labor, materials, and costs to complete the work as specified.

800.407 Water Service Pipe

Bid items have been provided for water service pipe per size and type designation. Measurement will be by the linear foot along the axis of the pipe (per size and type) without regard to intervening corporation stops, curb stops, and fittings. Payment at the bid unit price shall be compensation in full for all materials, and costs to complete the work as specified.

800.408 Water Service Appurtenances

Bid items have been provided for corporation stop per size, and curb stop and box per size. Measurement will be by the each installed complete in place. Payment at the bid unit price shall be compensation in full for all materials, and costs to complete the work as specified.

SECTION 5: BASIS OF PAYMENT

800.501 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

800.502 Items List

Payment for construction of (Water, Sanitary, Storm, and Sub-Drain) Service Connections will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
800.402	___ IN SANITARY SERVICE PIPE	LIN FT
800.403	___ IN SANITARY SEWER WYE	EACH
800.403	___ IN RISER	EACH
800.404	SUBDRAIN SERVICE PIPE	LIN FT
800.405	SUBDRAIN WYE	EACH
800.406	___ IN _____ WATER SERVICE PIPE	LIN FT
800.407	___ IN CORPORATION STOP	EACH
800.407	___ IN CURB STOP & BOX	EACH

**TEMPORARY EROSION CONTROL AND TURF
ESTABLISHMENT SPECIFICATIONS
900**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
900.101 Description	3
900.102 Reference Documentation.....	3
SECTION 2: TEMPORARY EROSION CONTROL.....	3
900.201 Temporary Erosion Control	3
SECTION 3: TURF ESTABLISHMENT	4
900.301 Turf Establishment	4
SECTION 4: MEASUREMENT AND PAYMENT	5
900.401 Ditch Check, Type 2.....	5
900.402 Silt Fence, Machine Sliced	5
900.403 Temporary Rock Construction Entrance.....	5
900.404 Storm Drain Inlet Protection	5
900.405 Sediment Control Log.....	5
900.406 Seeding.....	6
900.407 Sod.....	6
900.408 Erosion Control Blanket.....	6
SECTION 5: BASIS OF PAYMENT	6
900.501 Description	6
900.502 Items List.....	6

SECTION 900

TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

900.101 Description

These Specifications shall apply to temporary erosion control and turf establishment. The work includes the installation and removal of temporary erosion control best management practices and turf establishment, and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this Specification shall be construed to mean those documents, which compliment, modify, or clarify these Specifications and are accepted as an enforceable component of the Contract or Contract Documents.

900.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids.

All references to MN/DOT Seeding Manual shall mean the latest published edition of the *Minnesota Department of Transportation Seeding Manual* by the Office of Environmental Stewardship Erosion Control Engineering Group.

SECTION 2: TEMPORARY EROSION CONTROL

900.201 Temporary Erosion Control

A. MN/DOT 2573 is supplemented by the following:

1. The Contractor shall be required to sign as co-permittee on the NPDES general permit if required by the NPDES permit and pay all fees if an NPDES Construction Activity Storm Water Permit is required for the project. The Contractor shall be responsible for compliance with all portions of the NPDES permit. Weekly/rain event logs must be submitted on a monthly basis to the Engineer prior to partial payments.
2. Erosion and sediment control shall be constructed prior to the start of grading operations and shall remain functioning until turf is re-established. Payment for erosion and sediment control shall include compensation for their maintenance and removal. This shall also include removal of all silted materials and turf establishment at erosion and sediment control locations.
3. Any displacement of erosion control by surface drainage shall be considered defective work. Clean-up and disposal of all materials which are carried downstream shall be included along with other required repair work.

SECTION 3: TURF ESTABLISHMENT

900.301 Turf Establishment

A. MN/DOT 2575 is supplemented by the following:

1. Turf restoration shall be done on all disturbed turf areas. The replacement of six (6) inches of salvaged topsoil, fine grading, and preparation prior to turf establishment, shall be incidental. Turf restoration will be paid based on the project limits shown on the plan. If the Contractor disturbs areas outside of the project limits, the Contractor shall restore the disturbed areas at the Contractor's expense.

B. Materials

1. Seed

- a. Seed mixture shall be selected based on the intended turf establishment and shall comply with MN/DOT 3876 and the MN/DOT Seeding Manual.

2. Fertilizer

- a. Fertilizer shall be selected based on the intended application and shall comply with MN/DOT 3881 and the MN/DOT Seeding Manual.

3. Mulch

- a. Mulch shall be selected based on the intended application and shall comply with MN/DOT 3882 and/or MN/DOT 3884 and the MN/DOT Seeding Manual.

4. Erosion Control Blanket

- a. Erosion control Blanket shall be selected based on the intended application and shall comply with MN/DOT 3885.

5. Temporary seed shall be mixture 21-111 or 21-112.

6. Sod

- a. Sod shall comply with MN/DOT 3878 Lawn Type

C. Construction Requirements

1. All pervious areas disturbed by construction activities including tire ruts through unexcavated areas and materials storage areas shall require turf establishment.
2. Prior to turf establishment, the Engineer shall inspect the restoration areas. The areas shall have a minimum of six inches of topsoil. The topsoil to be utilized shall be the best available material from the materials excavated for this project. The Contractor shall salvage, stockpile, and restore these topsoil materials. All costs for salvaging and restoring topsoil shall be incidental. The disturbed area shall be fine graded suitable for residential lawn use. The base shall be free of rocks, lumps, roots, vegetation, and any other undesired material.

3. The Contractor shall measure and document all disturbed areas and shall provide this information to the Engineer upon request prior to sodding.
4. If the grading work is to be done such that disturbed areas are left or are to be left exposed for 7 days or longer, the Contractor shall sow a cover crop (temporary protection).
5. The Contractor shall furnish turf maintenance instructions, which includes mowing and watering requirements, to residents and businesses along the project prior to sodding.
6. The Contractor shall maintain the sod for a 30 day maintenance period in accordance with MN/DOT 2575.3.K.1.
7. The Contractor shall be required to repair all eroded areas and areas where sod did not grow and shall re-sod these areas at the Contractor's expense.
8. Temporary seeding shall be incidental.

SECTION 4: MEASUREMENT AND PAYMENT

900.401 Ditch Check, Type 2

A Bid item has been provided for ditch check, type 2. Measurement will be by each ditch check installed and maintained per detail shown on plans. Payment at the bid unit price shall be compensation in full for all labor, materials, removal, and costs to complete the work as specified.

900.402 Silt Fence, Machine Sliced

A bid item has been provided for silt fence, machine sliced. Measurement will be by linear foot of silt fence installed and maintained. Payment at the bid unit price shall be compensation in full for all labor, materials, removal, and costs to complete the work as specified. An initial payment of 80 percent will be made following installation with the balance being paid upon removal at the completion of the project.

900.403 Temporary Rock Construction Entrance

A bid item has been provided for temporary rock construction entrance per City of Byron Standard Detail Plate No. 7-06. Measurement will be by each rock entrance installed and maintained. Payment at the bid unit price shall be compensation in full for all labor, materials, removal, and costs to complete the work as specified.

900.404 Storm Drain Inlet Protection

A bid item has been provided for storm drain inlet protection. Measurement will be by each inlet protection installed and maintained. Payment at the bid unit price shall be compensation in full for all labor, materials, costs, removal, and costs to complete the work as specified.

900.405 Sediment Control Log

A bid item has been provided for sediment control log per size designation. Measurement will be by linear foot of sediment control log installed and maintained. Payment at the bid unit price shall be compensation in full for all labor, materials, removal, and costs to complete the work as specified. An initial payment

of 80% will be made following installation with the balance being paid upon removal at the completion of the project.

900.406 Seeding

A bid item has been provided for seeding for each designated seed mixture. Measurement will be by acre. Payment at the bid unit price shall be compensation in full for all labor, watering, materials including fertilizer, and mulch and costs to complete the work as specified.

900.407 Sod

A bid item has been provided for sod. Measurement will be by square yard. Payment at the bid unit price shall be compensation in full for all labor, watering, materials, and costs to complete the work as specified.

900.408 Erosion Control Blanket

A bid item has been provided for erosion control blanket per category designation. Measurement will be by square yard of blanket installed. Payment at the bid unit price shall be compensation in full for all labor, materials, and costs to complete the work as specified.

SECTION 5: BASIS OF PAYMENT

900.501 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

900.502 Items List

Payment will be made on the basis of the following schedule:

ITEM NO	ITEM	UNIT
900.401	DITCH CHECK, TYPE 2	EACH
900.402	SILT FENCE, MACHINE SLICED	LIN FT
900.403	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH
900.404	STORM DRAIN INLET PROTECTION	EACH
900.405	SEDIMENT CONTROL LOG _____ IN DIAMETER	LIN FT
900.406	SEEDING MIX _____	ACRE
900.407	SOD	SQ YD
900.408	EROSION CONTROL BLANKET CATEGORY _____	SQ YD

**TRAFFIC CONTROL SPECIFICATIONS
1000**

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

TABLE OF CONTENTS

Table of Contents.....	2
SECTION 1: GENERAL REQUIREMENTS.....	3
1000.101 Description	3
1000.102 Reference Documentation.....	3
SECTION 2: TRAFFIC CONTROL.....	3
1000.201 Traffic Control.....	3
SECTION 3: MEASUREMENT AND PAYMENT	4
1000.301 Traffic Control.....	4
1000.302 Alternate Pedestrian Route	4
SECTION 4: BASIS OF PAYMENT.....	4
1000.401 Description	4
1000.402 Items List.....	4

SECTION 100

TRAFFIC CONTROL SPECIFICATIONS

SECTION 1: GENERAL REQUIREMENTS

1000.101 Description

These specifications shall apply to traffic control. The work includes installing, maintaining, and removing traffic control devices and other related items as specified.

Use of the term "Plans, Specifications and Special Provisions" within this Specification shall be construed to mean those documents, which compliment, modify, or clarify these specifications and are accepted as an enforceable component of the Contract or Contract Documents.

1000.102 Reference Documentation

All references to MN/DOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation Standard Specifications for Construction as modified by any MN/DOT Supplemental Specifications issued before the date of advertisement for bids.

SECTION 2: TRAFFIC CONTROL

1000.201 Traffic Control

A. MN/DOT 2563 and Mn MUTCD is supplemented by the following:

1. The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic around the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.
2. If traffic control layout is not provided within project plans or specifications, the Contractor shall provide a detailed layout of proposed traffic control meeting the requirements of Mn MUTCD for the Engineer's approval prior to beginning work.
3. Traffic control devices include, but are not limited to barricades, warning signs, trailers, flashers, cones, drums, pavement markings, and flaggers as required and sufficient barricade weights to maintain barricade stability.
4. The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the traffic control layouts, these Special Provisions, and/or the Mn MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. Any delay in correction to allow safe traffic movement may require stoppage of all work until traffic control is addressed.

5. The Contractor shall construct aggregate ramps during construction (as necessary) to allow local/residential traffic access to their homes during construction hours. This is incidental to the project.

SECTION 3: MEASUREMENT AND PAYMENT

1000.301 Traffic Control

A bid item has been provided for traffic control. Measurement will be by the lump sum. Payment at the bid unit price shall be compensation in full for furnishing, installing, maintaining, relocating, and subsequently removing traffic control devices (including flag persons if necessary).

1000.302 Alternate Pedestrian Route

A bid item has been provided for alternate pedestrian route. Measurement will be by the lump sum. Payment at the bid unit price shall be compensation in full for furnishing, installing, maintaining, relocating, and subsequently removing control devices.

SECTION 4: BASIS OF PAYMENT

1000.401 Description

Basis of payment applies to publicly bid projects led by the City of Byron. Private Developers may choose their own method of payment when they are paying for all improvements.

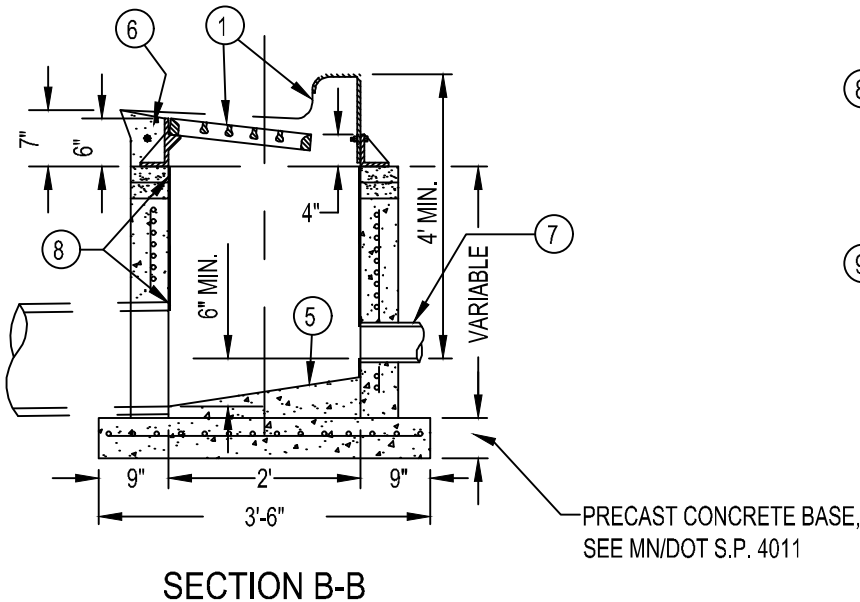
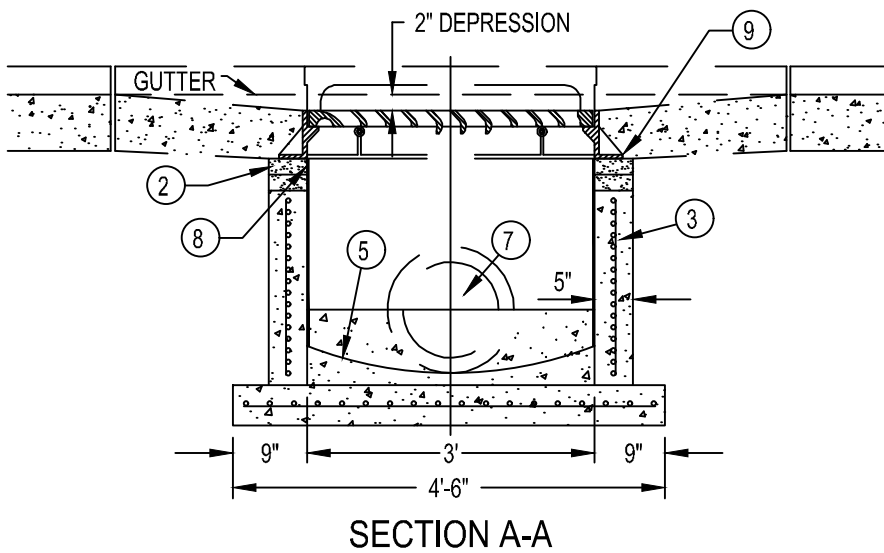
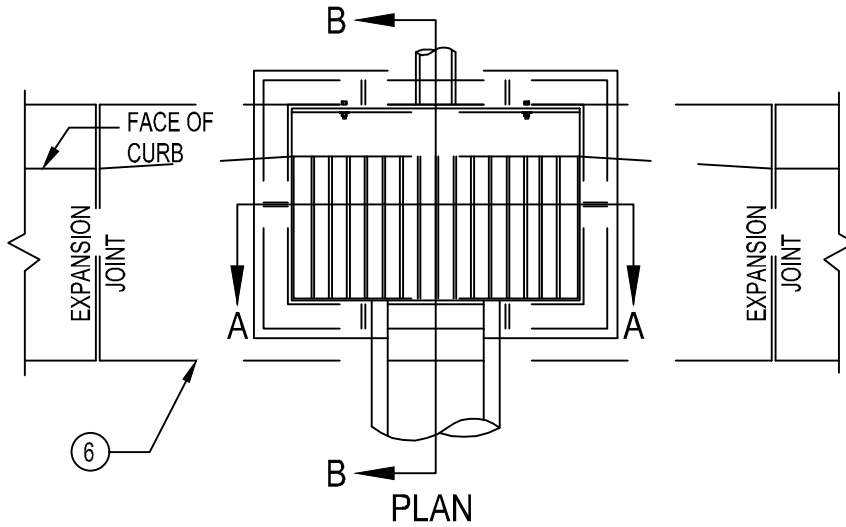
All items will be measured and paid separately according to their designation as indicated in the pay item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

1000.402 Items List

Payment will be made on the basis of the following schedule:

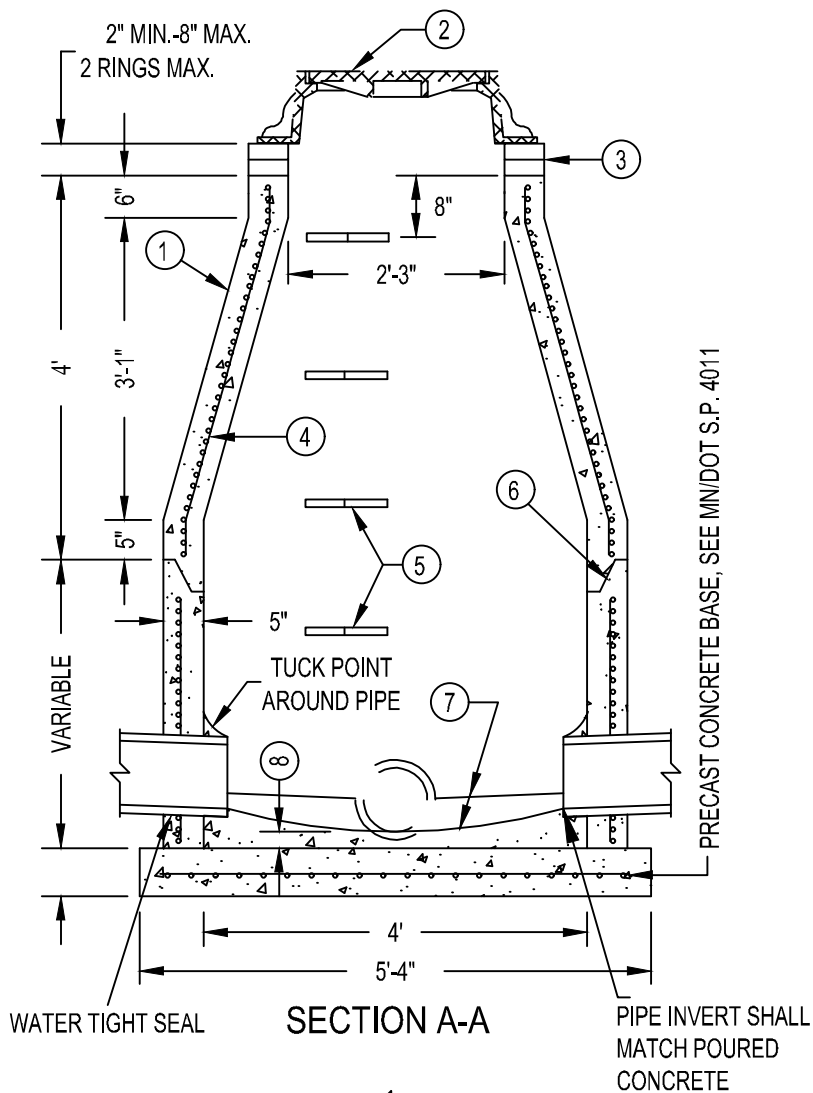
ITEM NO	ITEM	UNIT
1000.301	TRAFFIC CONTROL	LUMP SUM
1000.302	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM

STANDARD DETAIL PLATES



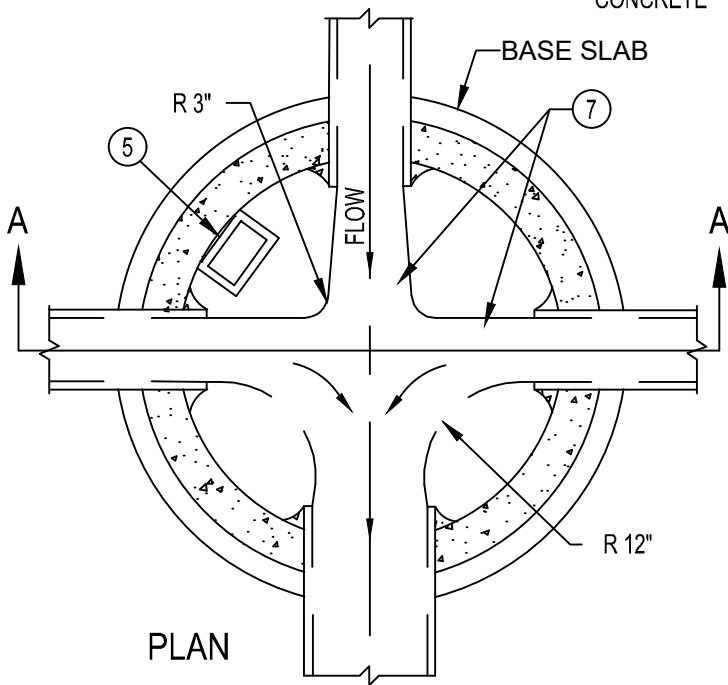
NOTES

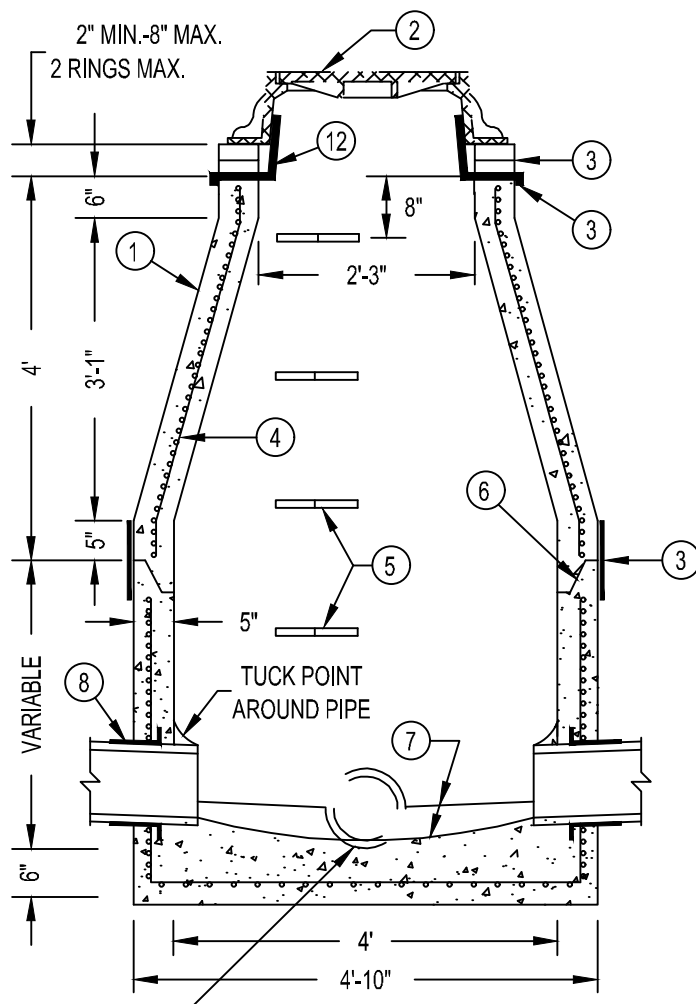
- ① REFER TO PLANS AND S.D.P. 1-11 & 1-12 FOR TYPE OF FRAME, GRATE AND CURB BOX.
- ② ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND BE FULLY MORTARED WITH AIR ENTRAINED CONCRETE. HEIGHT OF RINGS SHALL BE 2" MINIMUM-8" MAXIMUM WITH 2 RINGS MAXIMUM PLUS OR MINUS. MAX 1" HORIZONTAL OFF CURB ALIGNMENT.
- ③ REINFORCING SHALL BE A MINIMUM OF SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
4. NO STEPS REQUIRED.
- ⑤ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF STRUCTURE AND TO DIRECT THE FLOW TO OUTLET AT MINIMUM SLOPE OF 1/4" PER FOOT. MINIMUM CONCRETE THICKNESS AT OUTLET 1 1/2".
- ⑥ SEE S.D.P. 2-01, 2-05 AND 2-06 FOR CURB, GUTTER AND REINFORCEMENT DETAILS AT CATCH BASINS.
- ⑦ SEE S.D.P. 1-08 FOR SUBDRAIN DETAILS AT CATCH BASINS AS SHOWN ON PLANS.
- ⑧ CONCRETE BLOCK WITH NON SHRINK GROUT. NON SHRINK GROUT SHALL BE AIR-ENTRAINED. INTERIOR SHALL BE TUCK POINTED BRUSHED SMOOTH. EXTERIOR SHALL BE BACKPLASTERED.
- ⑨ SHIM BETWEEN TOP ADJUSTING RING AND CASTING. FILL ANNULAR SPACE WITH AIR-ENTRAINED NONSHRINK. SHIM SHALL BE PLASTIC OR CONCRETE (WOOD OR OTHER DISSIMILAR MATERIALS NOT ACCEPTABLE).



NOTES

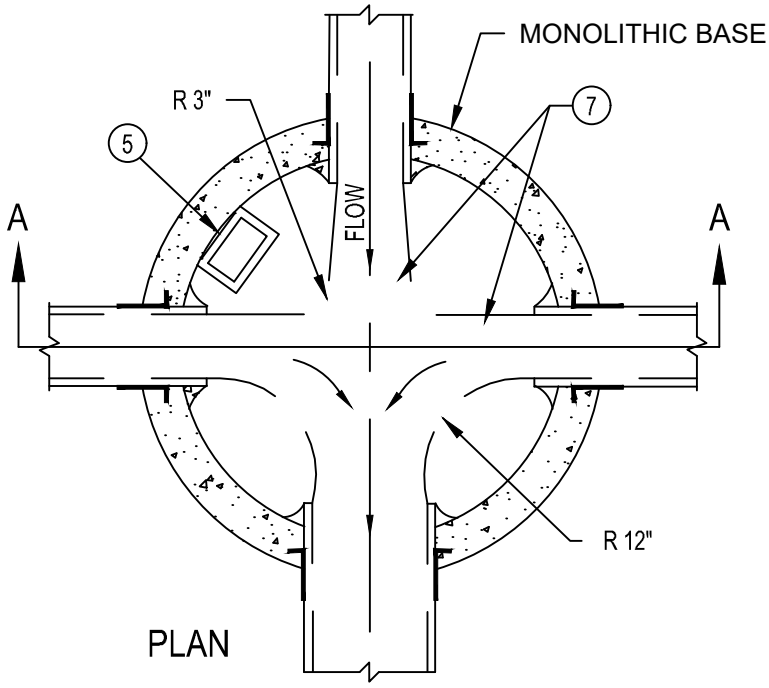
- ① CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
- ② REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN FIELD APPLICATIONS.
- ③ ADJUSTING RINGS SHALL BE PER S.D.P. 1-13.
- ④ REINFORCING SHALL BE A MIN. OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
- ⑤ STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN (STEPS REQUIRED ON MANHOLE 6' PLUS IN DEPTH).
- ⑥ ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
- ⑦ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
- ⑧ MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
9. MAXIMUM PIPE SIZE:
24" FOR STRAIGHT THRU TO 135°
18" FOR 90° BEND
10. A PROTECTIVE COATING SHALL BE APPLIED TO THE STRUCTURE WALLS, FROM THE CASTING TO THE FULL DEPTH OF THE STORM STRUCTURE AS SPECIFIED.





1 1/2" MINIMUM GROUT FOR INVERT

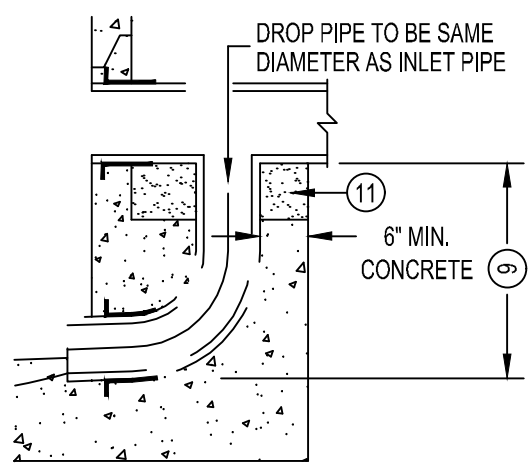
SECTION A-A



PLAN

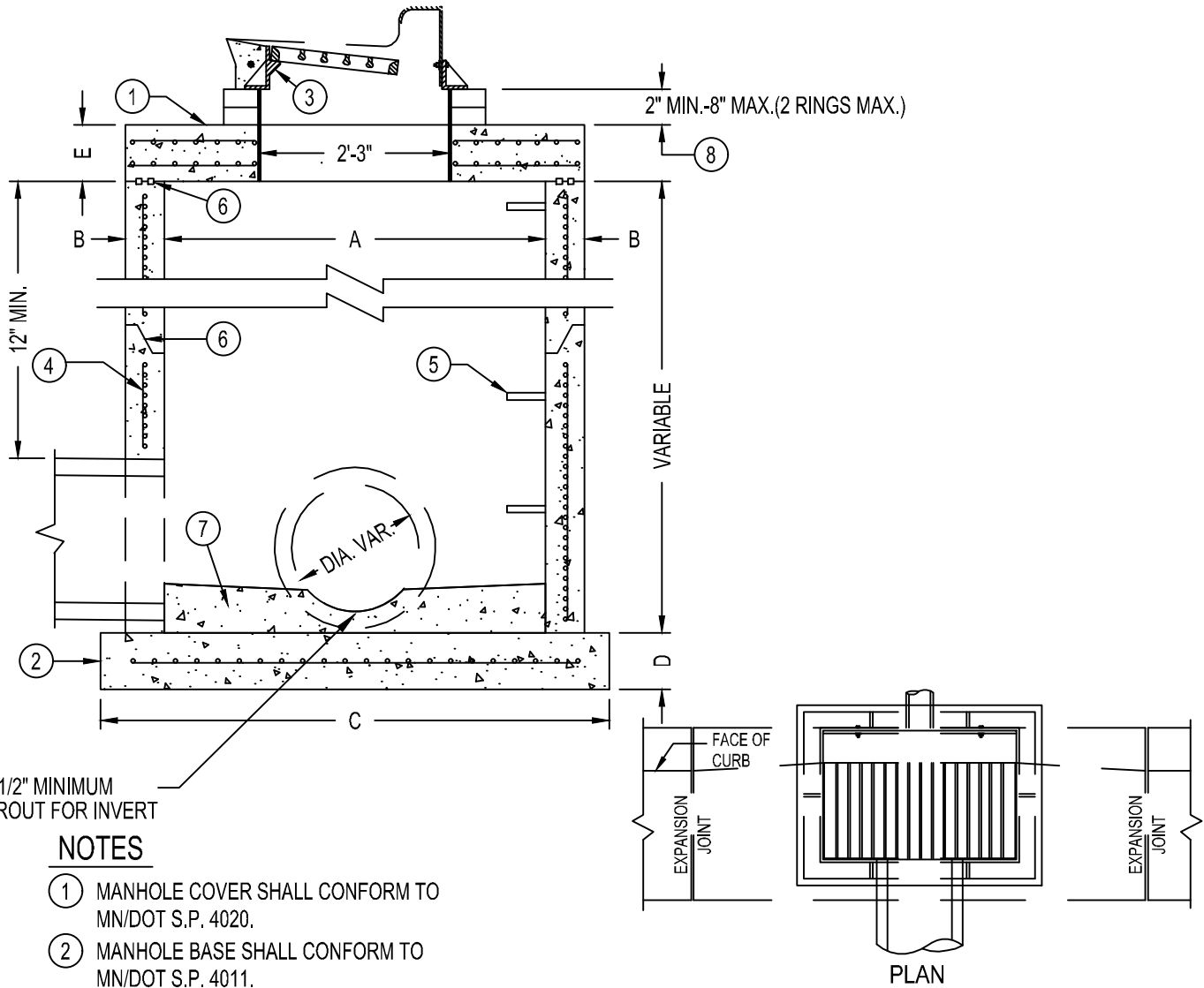
NOTES

- ① CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
- ② REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN FIELD APPLICATIONS.
- ③ ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND WATERPROOFING PER S.D.P. 1-07.
- ④ REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
- ⑤ STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN.
- ⑥ ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
- ⑦ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
- ⑧ FOR WATER TIGHT SEAL REFER TO MN/DOT S.P. 4007.
- ⑨ DROP INLET USED FOR SANITARY SEWER DROPS GREATER THAN 2.0 FT.
- 10. MAXIMUM PIPE SIZE:
24" FOR STRAIGHT THRU TO 135°
18" FOR 90° BEND
- ⑪ DROP PIPE TO BE ENCASED IN GRANULAR ENCASEMENT. USE ENCASEMENT BLOCK AS REQUIRED.
- ⑫ WATERPROOFING PER S.D.P. 1-07.



TYPE 3A FOR DROP-INLET

CATCH BASIN

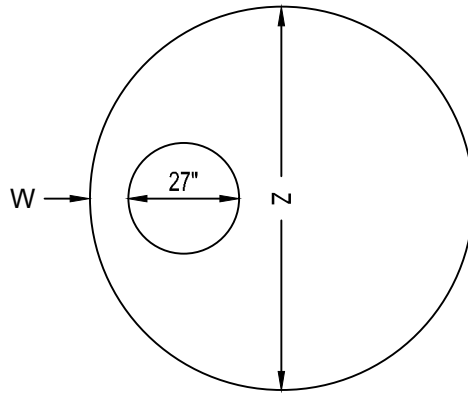


1 1/2" MINIMUM
GROUT FOR INVERT

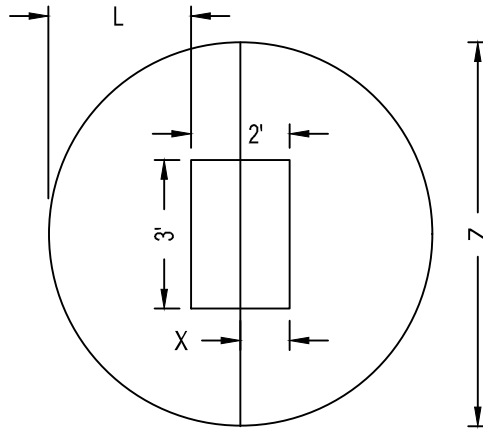
NOTES

- ① MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020.
- ② MANHOLE BASE SHALL CONFORM TO MN/DOT S.P. 4011.
- ③ REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN FIELD APPLICATIONS.
- ④ REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
- ⑤ STEPS ARE SPACED AT 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE. (STEPS REQUIRED ON MANHOLE 6' PLUS IN DEPTH).
- ⑥ ALL JOINTS TO BE GASKETED, WITH 2 ROWS AT TOP SLAB. REFER TO MN/DOT SPEC. 3726.
- ⑦ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
- ⑧ ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND BE FULLY MORTARED WITH AIR ENTRAINED CONCRETE. HEIGHT OF RINGS SHALL BE 2" MINIMUM-8" MAXIMUM WITH 2 RINGS MAXIMUM PLUS OR MINUS 1" HORIZONTAL ALIGNMENT.

SEE SHEET 2 FOR MANHOLE DIMENSIONS

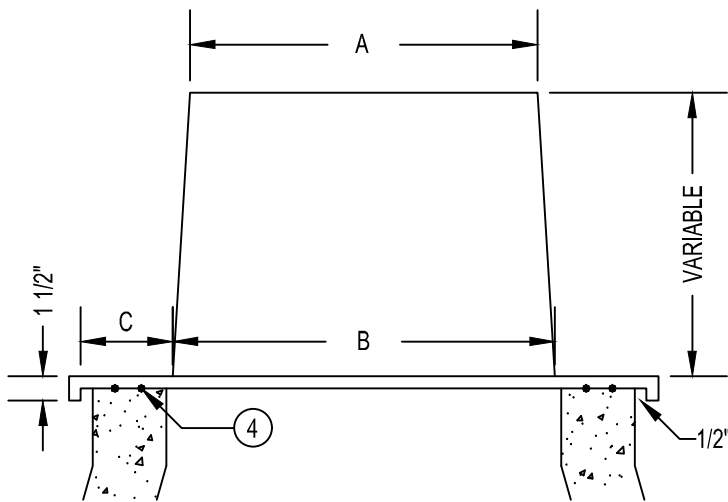
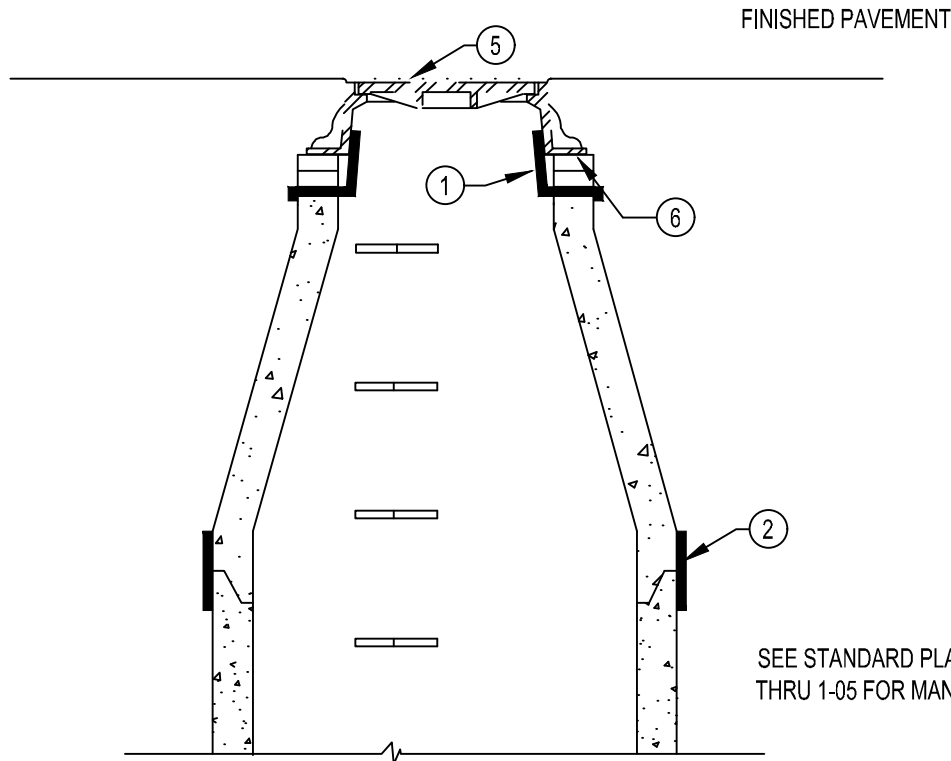


MANHOLE TOP SLAB



ALTERNATE TOP SLAB FOR CATCH BASINS

MANHOLE TOP SLAB					MANHOLE DIMENSIONS					MAXIMUM PIPE SIZE	
L	W	X	Y	Z	A	B	C	D	E	135°-180°	90°
17"	6"	12"	-	58"	48"	5"	64"	6"	6"	27"	18"
20.5"	6"	12"	-	65"	54"	5.5"	72"	8"	8"	33"	21"
24"	7"	12"	-	72"	60"	6"	78"	8"	8"	36"	24"
27.5"	7"	12"	-	79"	66"	6.5"	85"	8"	8"	42"	30"
31"	8"	12"	3"	86"	72"	7"	92"	8"	8"	42"	33"
34.5"	8"	12"	6"	93"	78"	7.5"	100"	8"	8"	48"	36"
38"	9"	12"	9"	100"	84"	8"	106"	8"	8"	54"	42"
41.5"	9"	12"	12"	107"	90"	8.5"	114"	8"	8"	60"	42"
45"	9"	12"	15"	114"	96"	9"	120"	8"	8"	60"	42"
48.5"	9"	12"	18"	121"	102"	9.5"	127"	8"	8"	60"	48"
51"	10"	12"	21"	126"	108"	10"	132"	9"	12"	60"	54"
58"	11"	12"	24"	140"	120"	10"	146"	12"	12"	60"	60"



SIZE CHART		
A	B	C
21 3/4	23 7/8	5 3/4
21 3/4	23 7/8	7 1/4
21 3/8	23 7/8	9 1/4
24 1/2	25 3/4	6 1/2

STANDARD
5" WALL
THICKNESS

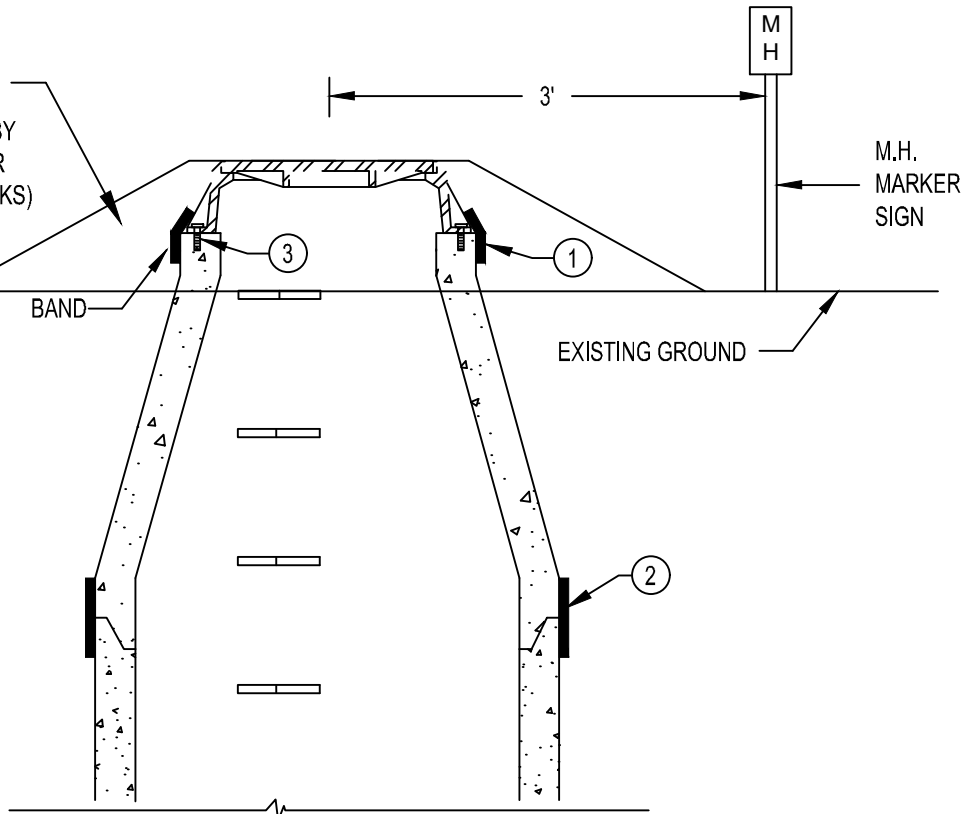
SIZE USED IS DEPENDENT ON MATERIAL
THAT MANHOLE IS CONSTRUCTED OUT OF.

INTERNAL WATER BARRIER

NOTES

- ① INTERNAL WATER BARRIER PER ASTM D4976. MUST MATCH PRE-CAST CONE DIAMETER.
- ② 12" EXTERNAL WATER BARRIER WRAP (ALL JOINTS) PER ASTM C877
3. TRIM TOP OF SEAL TO 1" BELOW CASTING LID. CASTING SHALL NOT REST ON SEAL (REMOVE PLASTIC BURRS FROM THE TOP).
- ④ PLACE 2 ROWS OF SEALANT ON TOP OF CONE SECTION AND BENEATH SEAL.
- ⑤ FOR NEW STRUCTURES, SET EITHER 1/8" BELOW THE FLEXIBLE PAVEMENT OR FLUSH WITH THE RIGID PAVEMENT SURFACE.
- ⑥ MORTAR BETWEEN ALL JOINTS WITH AIR ENTRAINED CONCRETE EXCEPT BETWEEN WATER BARRIER AND 1ST RING.
7. SEALANT REQUIRED AS SPECIFIED BY MANUFACTURER OF I & I BARRIER.

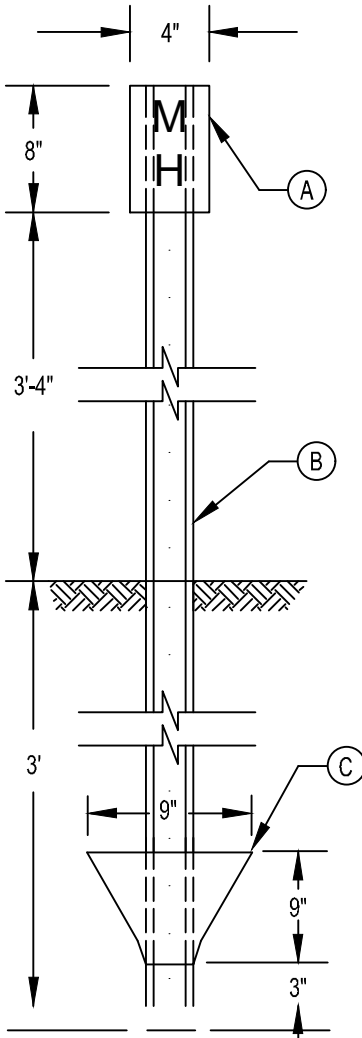
CONSTRUCT 1'-2' TOPSOIL EMBANKMENT AROUND MANHOLE. (AS DIRECTED BY BY THE CITY ENGINEER OR DIRECTOR OF PUBLIC WORKS)



NOTES

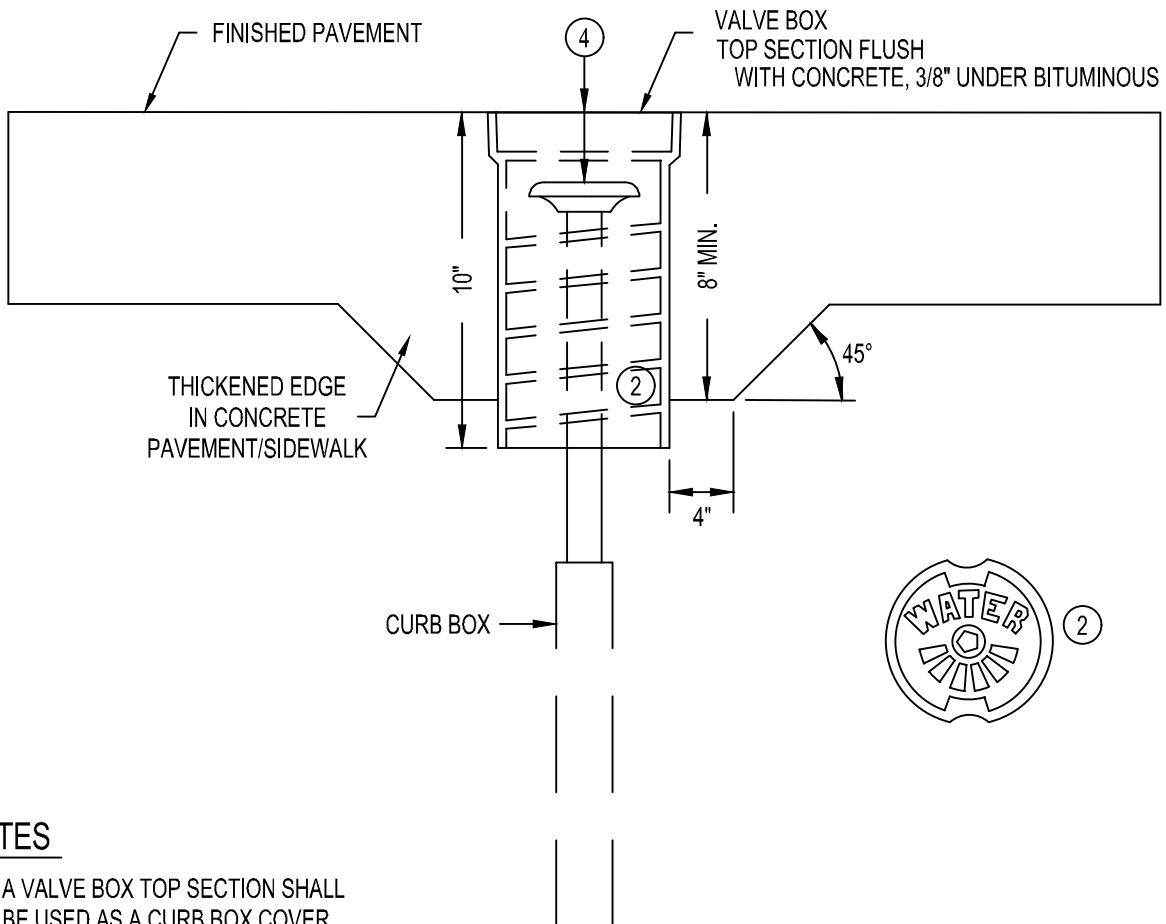
- ① EXTERNAL CHIMNEY SEAL PER. ASTM C923 SHALL EXTEND 3" MINIMUM BELOW THE TOP OF THE PRECAST-SECURED WITH STAINLESS STEEL COMPRESSION BANDS, CONFORMING TO CASTING AND CONE.
- ② 12" EXTERNAL SEALING WRAP (ALL JOINTS) PER ASTM C877
- ③ CASTING SHALL BE BOLTED TO THE STRUCTURE

SEE STANDARD PLATES 1-02 THRU 1-05 FOR MANHOLE DETAILS.



NOTES

- Ⓐ SHEET ALUMINUM SIGN BOLTED TO POST. SIGN SHALL READ "M.H." IN 2 INCH BLACK LETTERS ON WHITE REFLECTORIZED BACKGROUND.
- Ⓑ FLANGED CHANNEL SIGN POSTS SHALL BE A MINIMUM OF 2.75 POUNDS PER FOOT, AND SHALL MEET MN/DOT SPEC. 3401.
- Ⓒ 1/8" SHEET STEEL SHALL BE ASTM A1011, GRADE D SHALL BE BOLTED OR WELDED TO CHANNEL.
- D. INSTALL MARKER WHEN MANHOLE IS PLACED OUTSIDE OF THE ROADWAY.



NOTES

1. A VALVE BOX TOP SECTION SHALL BE USED AS A CURB BOX COVER WHENEVER THE CURB BOX FALLS INTO NEW OR REPLACED CONCRETE SIDEWALK, DRIVE APPROACH, OR BITUMINOUS PAVEMENT AREAS.
2. VALVE BOX TOP SECTION SHALL BE OF THE SCREW TYPE, HAVE A MINIMUM INSIDE SHAFT DIAMETER OF 5 1/4", AND HAVE A CAP WITH THE WORD "WATER" PLAINLY MARKED ON TOP.
3. VALVE BOX COVER SHALL BE OF THE LOCKING TYPE.
4. CURB BOX RISER CAP IS TO BE A MINIMUM OF 4" AND A MAXIMUM OF 6" BELOW THE FINISHED PAVEMENT GRADE.
5. CURB BOX RISER ADJUSTMENT, ADDITIONAL CONCRETE AND THE FURNISHING & INSTALLATION OF VALVE BOX TOP SECTION AND COVER, SHALL BE INCLUDED IN PAYMENT FOR CURB BOX COVER.
6. NO SET SCREW CURB STOP ADJUSTMENT IN THIS APPLICATION.

CASTINGS - STRUCTURE TYPE 1

TYPE	DESCRIPTION	NEENAH REF. NO.	GRATE SLOTS	REMARKS
V	3' CURB INLET FRAME, GRATE & BOX	R-3067-V	DIRECTIONAL VANE	
VB	3' CURB INLET FRAME, GRATE & BOX	R-3067-VB	BI-DIRECTIONAL VANE	LOW POINTS

CASTINGS - OTHER STRUCTURES

TYPE	DESCRIPTION	NEENAH REF. NO.	COVER/GRATE	REMARKS
1	9" FRAME & COVER-T GASKETED	R-1916-C	SELF-SEALING, BOLTED LID	USED IN FLOOD PRONE AREAS & IN CONCRETE PAVING
2	9" FRAME & COVER-T GASKETED	R-1733-B	INDENTED TOP	
3	7" FRAME & COVER-T GASKETED	R-1642	INDENTED TOP	USED ON EXISTING STRUCTURE WITH HEIGHT CONSTRAINT
4	7" FRAME & COVER-NON ROCKING OR T GASKET	R-1740-B	INDENTED TOP	USED FOR P.R.V. MANHOLES
5	9" FRAME & GRATE-NON ROCKING OR T GASKET	R-2533	FLAT GRATE	PAVEMENT DRAIN
6	DITCH GRATE-STOOL TYPE-TALL	R-4341-A	STOOL GRATE	HEAVY DUTY
7	DITCH GRATE-STOOL TYPE-SHORT	R-4342	STOOL GRATE	LIGHT DUTY
8	POND SKIMMER GRATE		1/2" STEEL PLATE	HOT DIPPED GALVANIZED, NOT SUBJECT TO H2O LOADING

COVER

GRATE

NOTES:

- CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC 3321.1-2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
- ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
- ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
- ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"
- COVERS SHALL BE STAMPED FOR SPECIFIC UTILITY (EX. SANITARY SEWER).
- 9" FRAMES SHALL BE UTILIZED FOR NEW CONSTRUCTION.

CASTINGS - STRUCTURE TYPE 1

TYPE	DESCRIPTION	A	B	C	D	E	F	G	Y	Z
V	3' CURB INLET FRAME, GRATE & BOX	43	31	1 7/8	4	6	11 5/16	5 3/4	35 1/4	17 3/4
VB	3' CURB INLET FRAME, GRATE & BOX	43	31	1 7/8	4	6	11 5/16	5 3/4	35 1/4	17 3/4

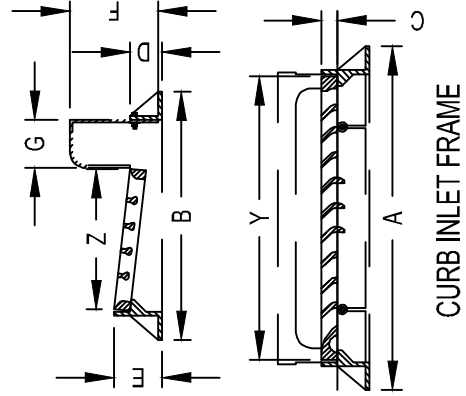
CASTINGS - STRUCTURE TYPE 1

TYPE	MINIMUM OPENING	GRATE SLOTS	REMARKS
V	2.4 SQ. FT.	DIRECTIONAL VANE	
VB	2.7 SQ. FT.	BI-DIRECTIONAL VANE	LOW POINTS

ALL DIMENSIONS ARE MINIMUM AND IN INCHES UNLESS OTHERWISE NOTED.

NOTES:

- CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC 3321.1-2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
- ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
- ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
- ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"



CURB INLET FRAME

CASTINGS - OTHER STRUCTURES

TYPE	DESCRIPTION	L	M	N	O	P	Q
1	9" FRAME & COVER-GASKETED	23	1 1/2	21	36	9	
2	9" FRAME & COVER-GASKETED	25 3/4	7/8	24	35 7/16	9	
3	7" FRAME & COVER-GASKETED	26	1 1/2	24 1/8	35 7/8	6 15/16	
4	7" FRAME & COVER-NON ROCKING	32	1 1/2	30	45 1/2	7	
5	9" FRAME & GRATE-NON ROCKING	22	1 1/2	20	33	8	
6	DITCH GRATE-STOOL TYPE-TALL	23	1 7/16		33		8 11/16
7	DITCH GRATE-STOOL TYPE-SHORT	23	1 1/2		33		6 5/8
8	POND SKIMMER GRATE	1/2" STEEL PLATE					1/2

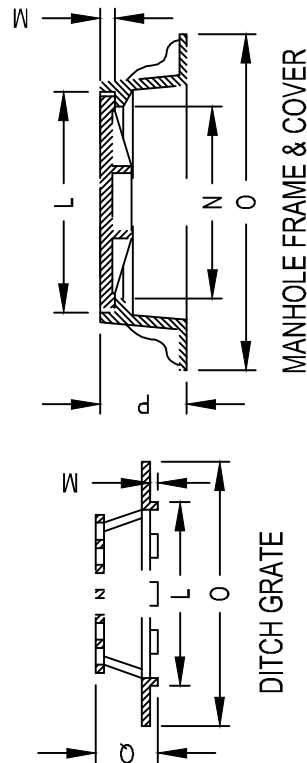
ALL DIMENSIONS ARE
MINIMUM AND IN
INCHES UNLESS
OTHERWISE NOTED.

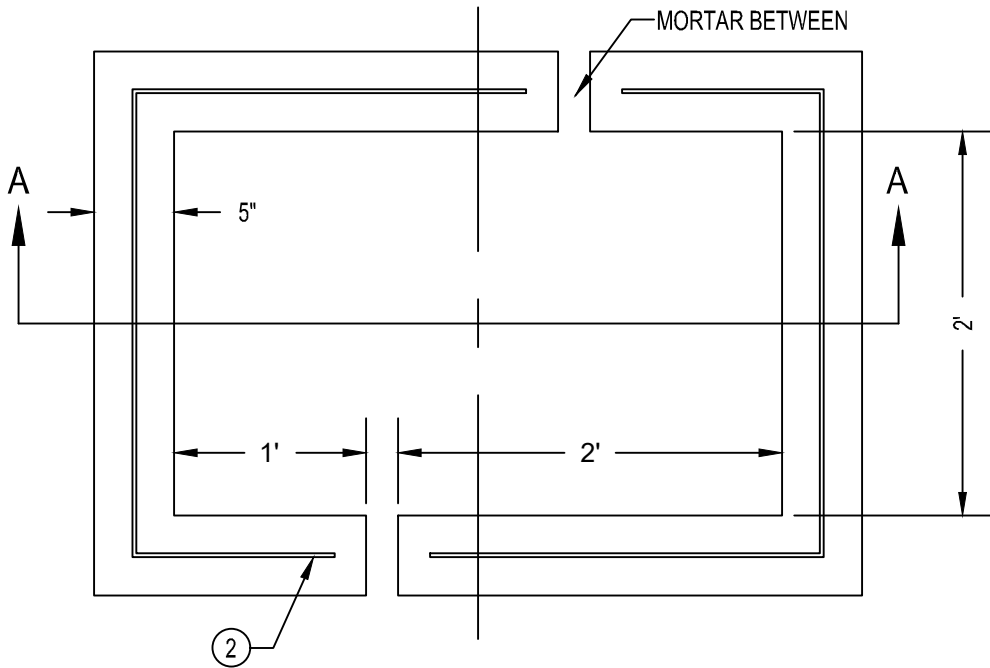
CASTINGS - OTHER STRUCTURES

TYPE	MINIMUM OPENING	REMARKS
1		BOLTED LID, USED IN FLOOD PRONE AREAS & IN CONCRETE PAVING
2		WITH TWO CI PICK HOLES
3		WITH TWO CI PICK HOLES
4		USED FOR P.R.V. MANHOLES
5	1.1 SQ. FT.	PAVEMENT DRAIN
6	2.5 SQ. FT.	HEAVY DUTY
7	1.73 SQ. FT.	LIGHT DUTY
8	7.61 SQ. FT.	HOT DIPPED GALVANIZED, NOT SUBJECT TO H2O LOADING

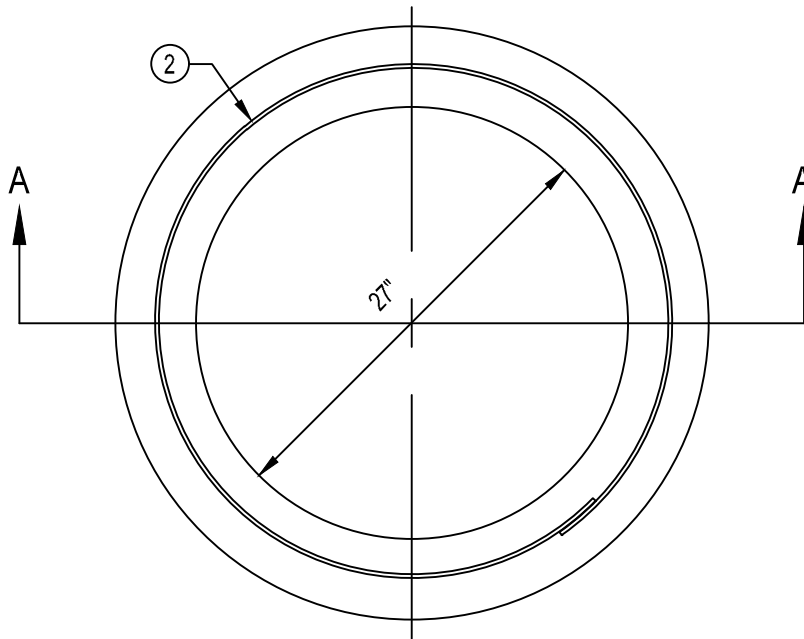
NOTES:

- CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC. 3321.1-2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
- ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
- ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON REGULATION"
- ALL STORM SEWER CASTINGS MAY INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

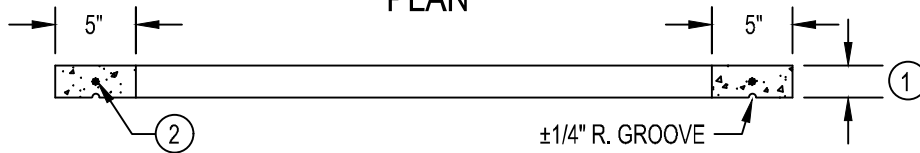




PLAN



PLAN

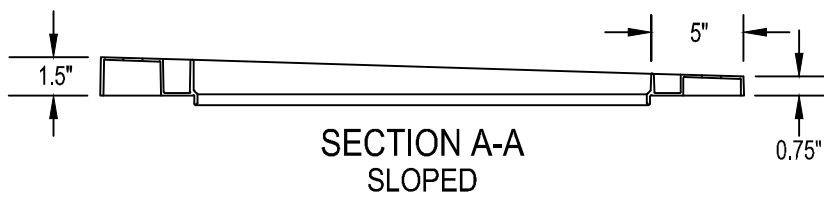
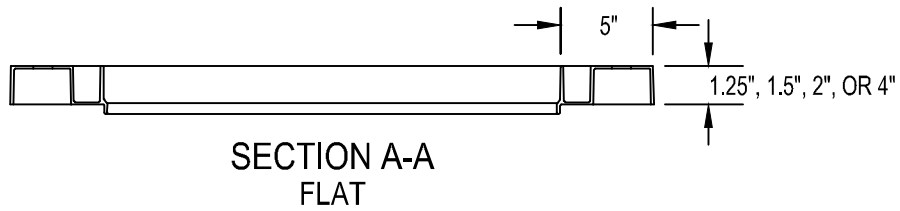
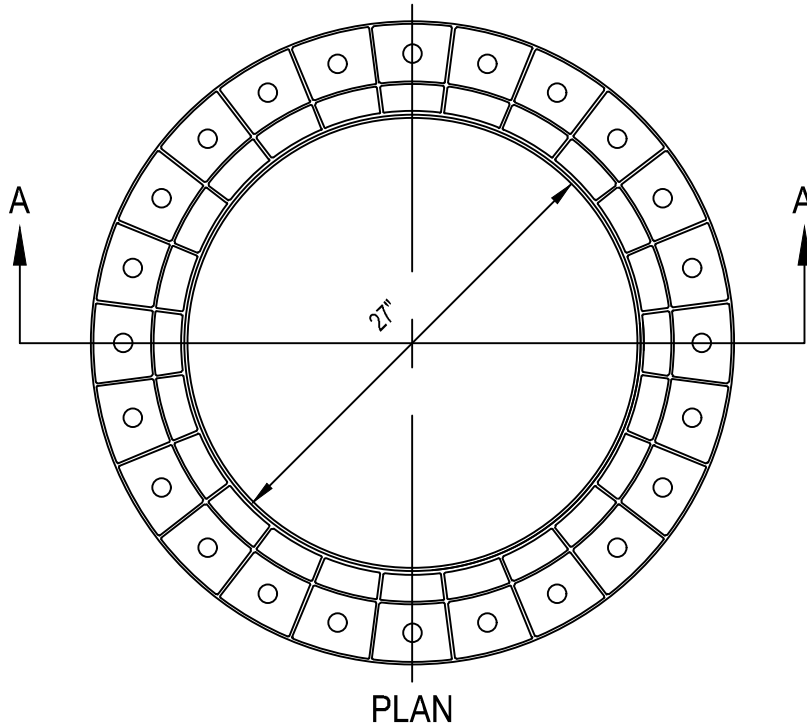


SECTION A-A

NOTES

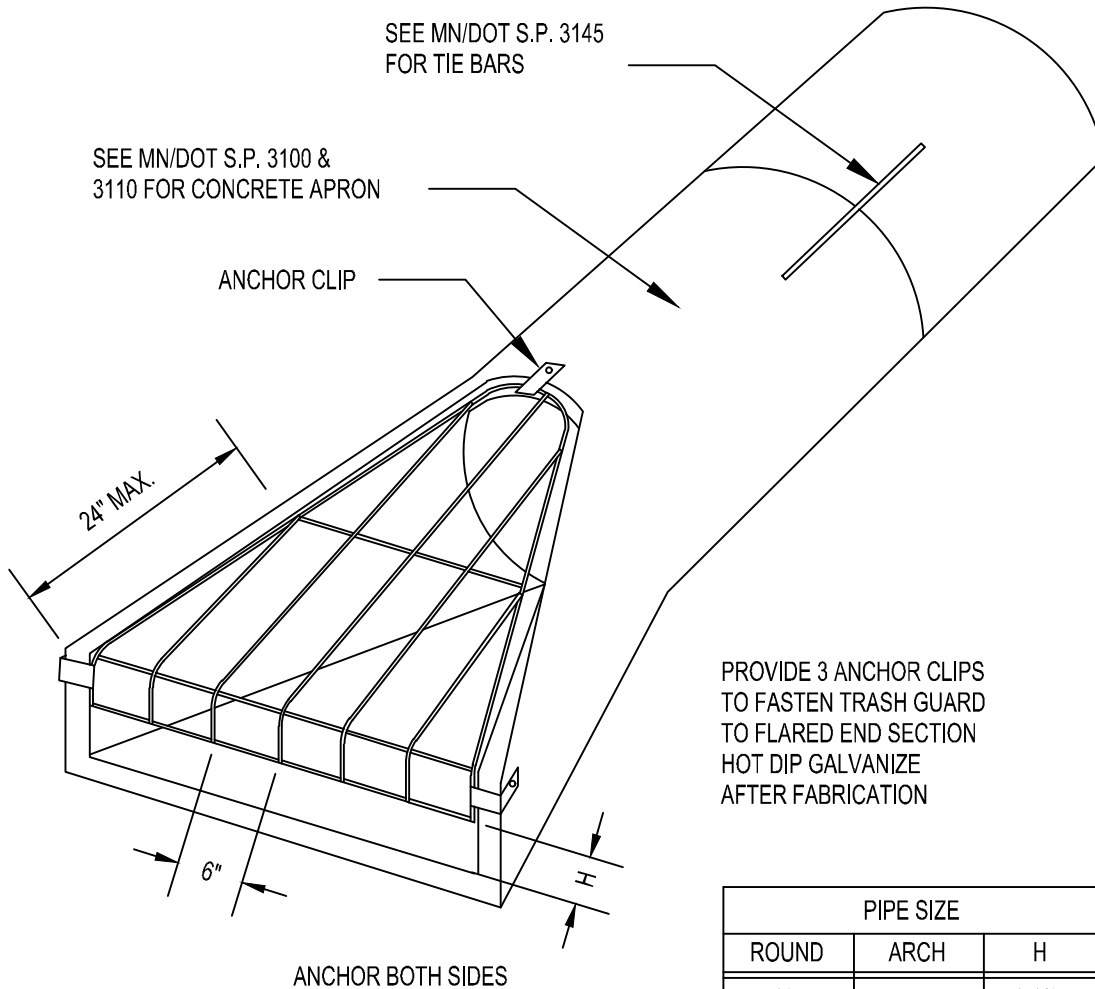
- ① VARIABLE THICKNESS OF 2" MINIMUM AND 6" MAXIMUM
- ② REINFORCEMENT SHALL BE A SINGLE HOOP OF #8 GAGE STEEL WIRE

- 3. FULL MORTAR BED. AIR-ENTRAINED, NON-SHRINK GROUT. TUCK POINT AND BRUSH SMOOTHED INTERIOR. BACK PLASTER EXTERIOR.



NOTES

1. RING SHALL BE MOLDED FROM HIGH DENSITY POLYETHYLENE MATERIAL AS DEFINED IN ASTM D4976.
2. USE SLOPED RINGS TO MATCH GRADE ANGLE.
3. NOT ACCEPTABLE ON SANITARY SEWER STRUCTURES WITH INTERNAL I&I BARRIER.



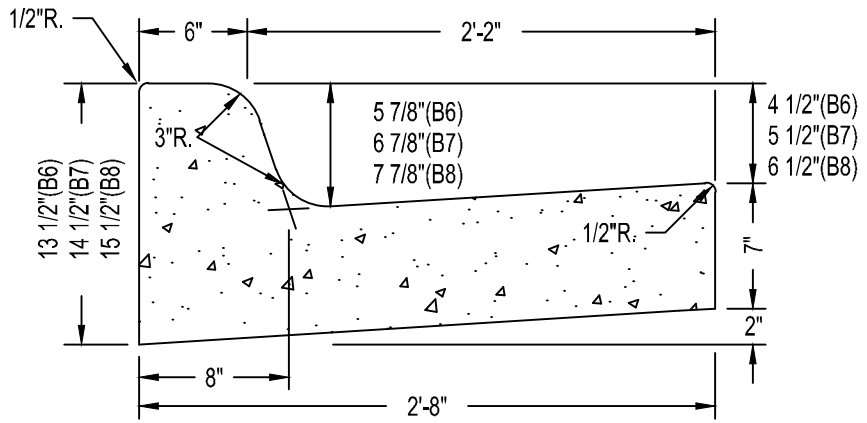
PROVIDE 3 ANCHOR CLIPS TO FASTEN TRASH GUARD TO FLARED END SECTION
HOT DIP GALVANIZE AFTER FABRICATION

PIPE SIZE		
ROUND	ARCH	H
12"		2 1/2"
15"		3"
18"-24"	22"-29"	4"
27"-36"	36"-44"	5"
42"-54"	51"-65"	6"
60"-72"	73"-88"	7"
78"-90"		8"

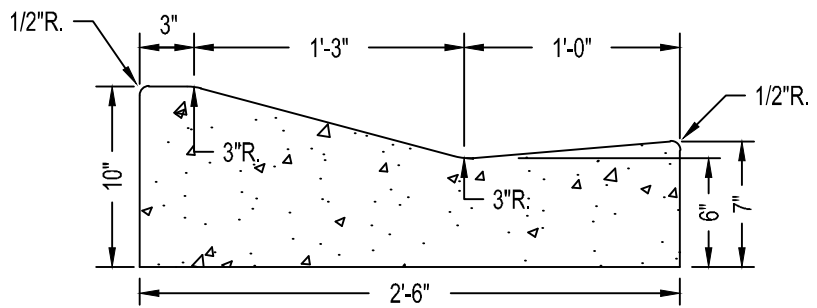
NOTE:
TRASH GUARDS ARE REQUIRED ON ALL INLETS AND AS DIRECTED FOR OUTLETS.

BAR SIZES									
STANDARD DESIGN					HEAVY DESIGN				
PIPE SIZE		HOLE DIA. REQ'D	BOLT DIA.	BAR SIZE	PIPE SIZE		HOLE DIA. REQ'D	BOLT DIA.	BAR SIZE
ROUND	ARCH				ROUND	ARCH			
12"-24"	22"-29"	3/4"	5/8"	5/8"	12"-18"	22"	3/4"	5/8"	3/4"
27"-48"	36"-59"	7/8"	3/4"	3/4"	21"-42"	29"-51"	7/8"	3/4"	1"
54"-90"	65"-88"	1 1/8"	1"	1"	48"-90"	59"-88"	1 1/8"	1"	1 1/4"

BOLT LENGTH = PIPE WALL THICKNESS + 2 1/2"



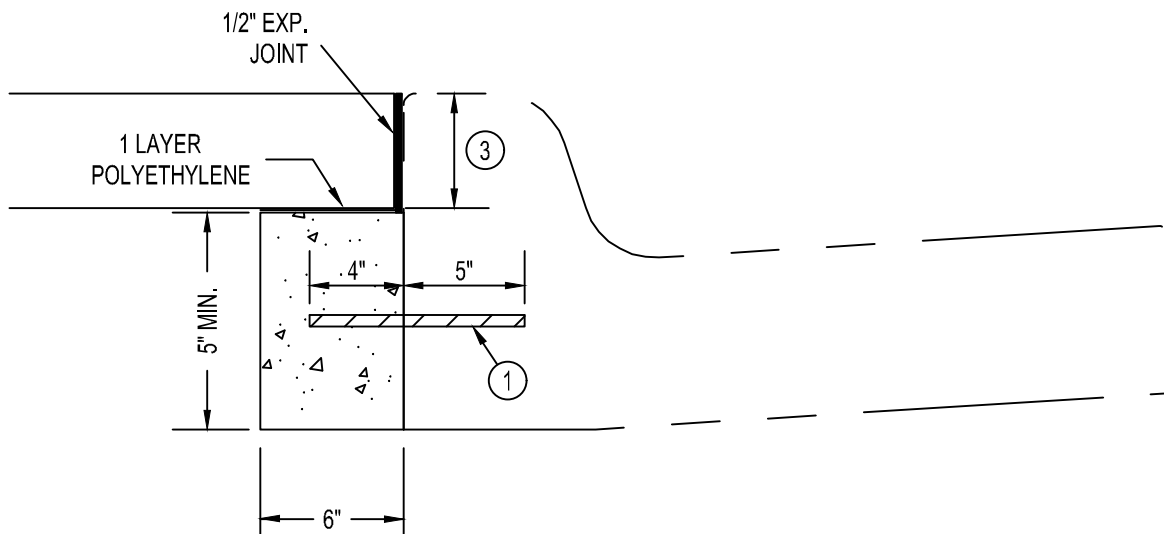
DESIGN "B"(BATTERFACE)



DESIGN "D"(DRIVEOVER)

NOTES

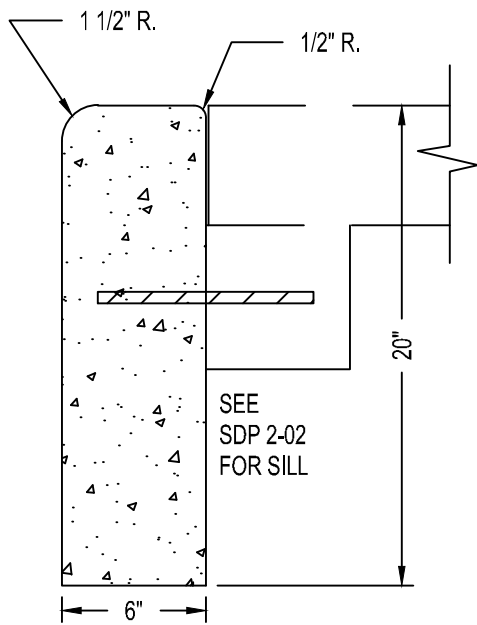
1. CONCRETE MIX: MANUAL PLACEMENT- MN/DOT SPEC. 3F52, SLIP-FORM PLACEMENT-MN/DOT SPEC. 3F32.
2. PROVIDE 1/2" EXPANSION JOINT AT 300' MAXIMUM SPACING AND TO MATCH PAVEMENT EXPANSION JOINTS IN ADDITION TO EXPANSION JOINTS SHOWN ON OTHER DETAIL PLATES.
PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
3. PROVIDE CONTRACTION JOINTS @ 9' MAXIMUM SPACING, SAW CUT 2" MINIMUM DEPTH. TOOLED IN JOINTS SHALL ALSO BE SAW CUT.
4. ALL CONCRETE CURB & GUTTER SHALL BE PLACED ON A MINIMUM OF A 4" AGGREGATE BASE.
5. SILL REQUIRED FOR DESIGN "B", WHEREVER SIDEWALK ABUTS CURB. SEE S.D.P. 2-02.
6. RADII OF 25' OR LESS SHALL BE HAND FORMED.



MODIFIED B624 CURB & GUTTER
MODIFIED V624 CURB & GUTTER (SIMILAR)

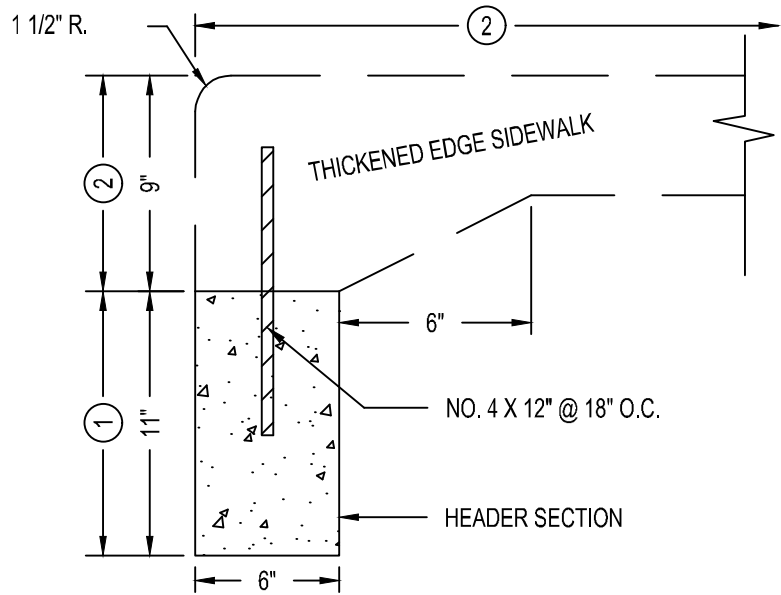
NOTES

- ① TIE SILL AT 3'-0" CENTERS WITH 9" x NO. 4 REINFORCING BARS OR POUR INTEGRALLY WITH CURB.
2. SILL SHALL BE INSTALLED ON ALL SIDEWALK LESS THAN 6" THICK, ABUTTING CURB & GUTTER.
- ③ DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 5" MINIMUM.
4. PROVIDE 1/2" EXPANSION JOINT AT 300' MAXIMUM SPACING AND TO MATCH PAVEMENT EXPANSION JOINTS IN ADDITION TO EXPANSION JOINTS SHOWN ON OTHER DETAIL PLATES. PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702

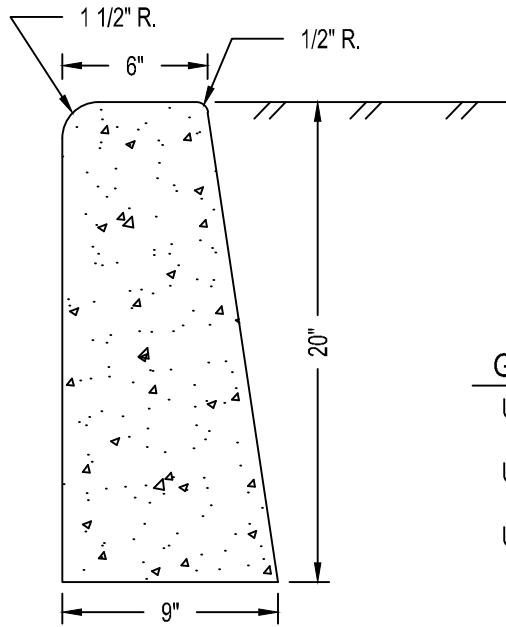


**STRAIGHT CURB
U-1A**

USE WHERE SIDEWALK EXISTS
AND ON CURVES



**CURB & SIDEWALK
U-2A**



**STRAIGHT CURB
U-1B**

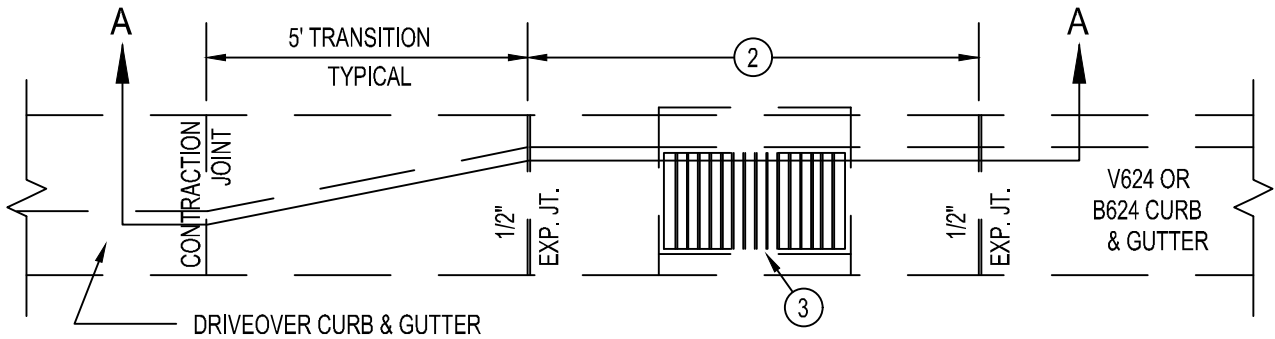
USE WHEN THERE IS NO SIDEWALK
AND CURB & GUTTER IS NOT DESIRABLE

**PAY QUANTITIES
URBAN TYPE CURB,
GUTTER, & SIDEWALK**

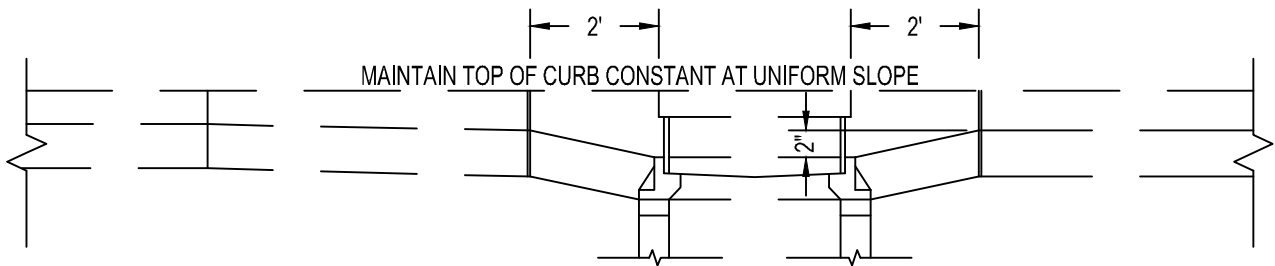
U-1A	STRAIGHT CURB LINEAL FEET
U-1B	STRAIGHT CURB LINEAL FEET
U-2A	HEADER SECTION LINEAL FEET
	SIDEWALK SECTION SQUARE YARD

NOTES

- ① INCLUDED IN PAYMENT FOR U-2A CURB PER LINEAL FOOT.
- ② INCLUDED IN PAYMENT FOR SIDEWALK CONSTRUCTION PER SQUARE FOOT.
3. THESE DETAILS SHALL ONLY BE USED FOR RESTORATION OR PARTIAL RECONSTRUCTION WORK. NEW CONSTRUCTION SHALL USE CURB & GUTTER PER S.D.P. 2-01 OR CURB INTEGRAL TO CONCRETE PAVEMENT.

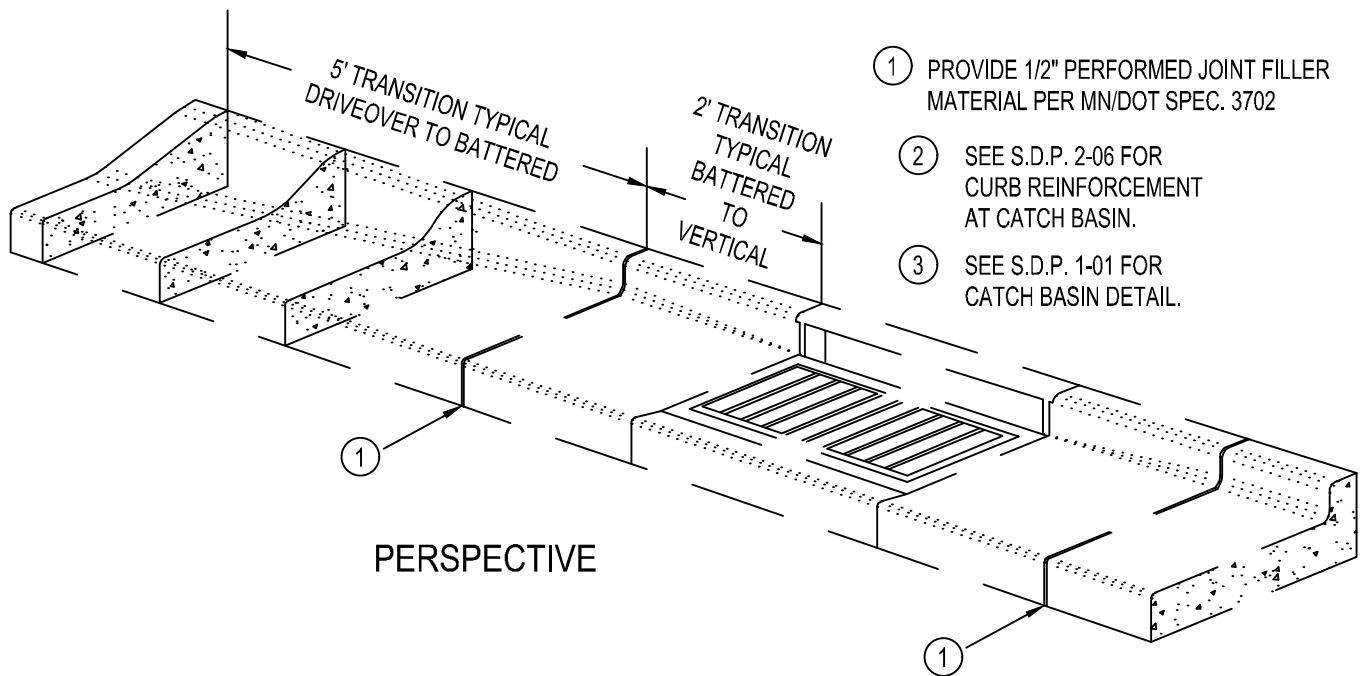


PLAN



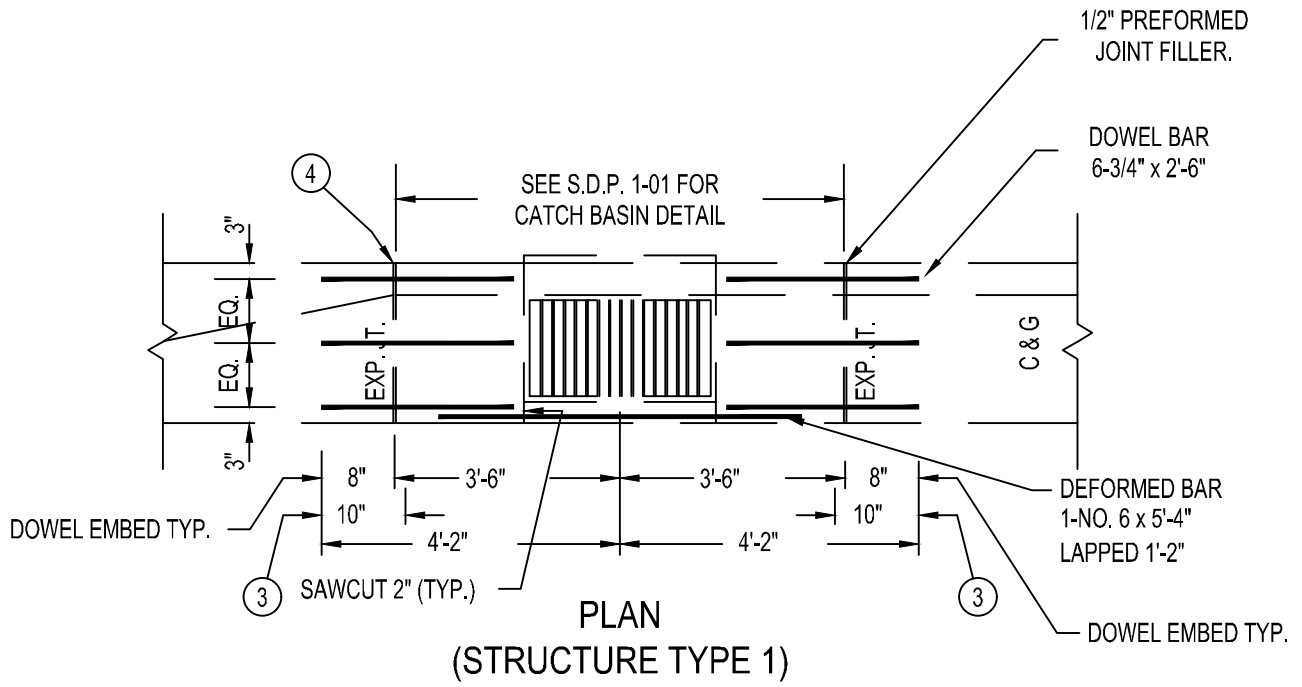
SECTION A-A

NOTES



PERSPECTIVE

- ① PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702
- ② SEE S.D.P. 2-06 FOR CURB REINFORCEMENT AT CATCH BASIN.
- ③ SEE S.D.P. 1-01 FOR CATCH BASIN DETAIL.



NOTES

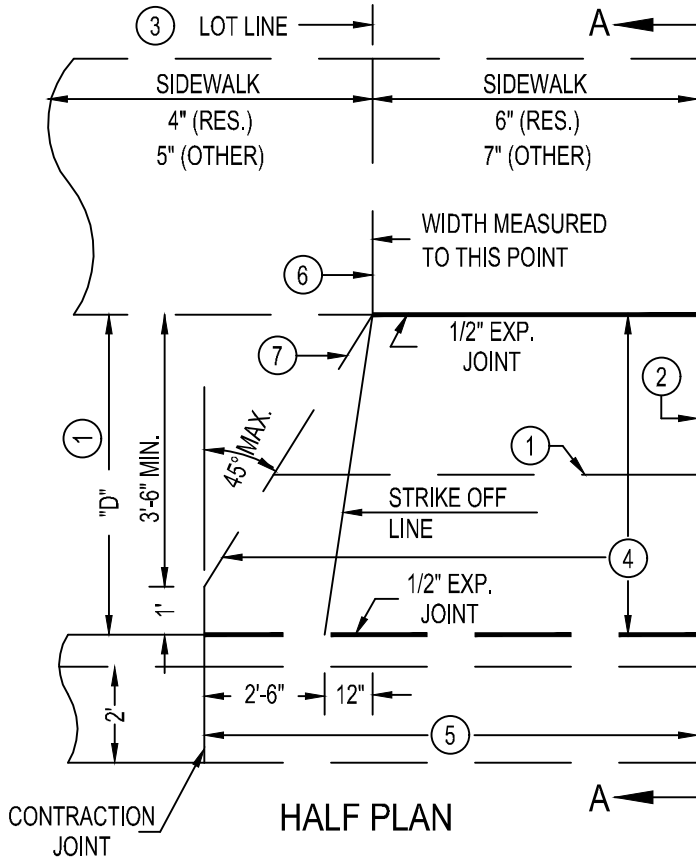
1. DOWEL BARS SHALL BE PER MN/DOT SPEC. 3302 (EPOXY COATED).
2. DEFORMED BAR SHALL BE PER MN/DOT SPEC. 3301 (EPOXY COATED).
- ③ COAT THE DOWEL BARS WITH A THIN UNIFORM COATING OF AN APPROVED FORM COATING MATERIAL MEETING MN/DOT SPEC. 3902 NOT MORE THAN THAN ONE HOUR BEFORE COVERING WITH CONCRETE, OR WRAP WITH TEFLON TAPE.
- ④ PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.

TYPE OF ENTRANCE	WIDTH	T
RESIDENTIAL	12'-32'	6"
COMM., IND., ALLEY	12'-32'	7"

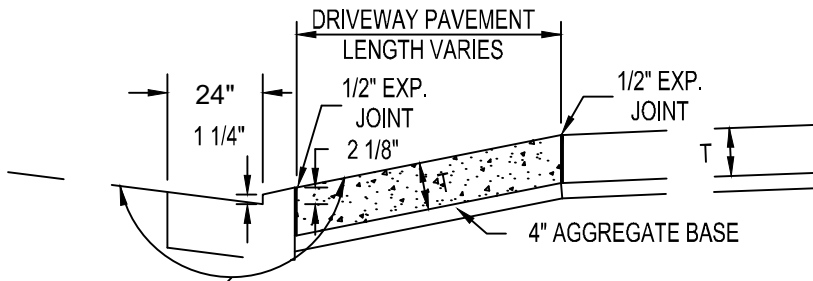
T=THICKNESS OF ENTRANCE AND SIDEWALK

NOTES

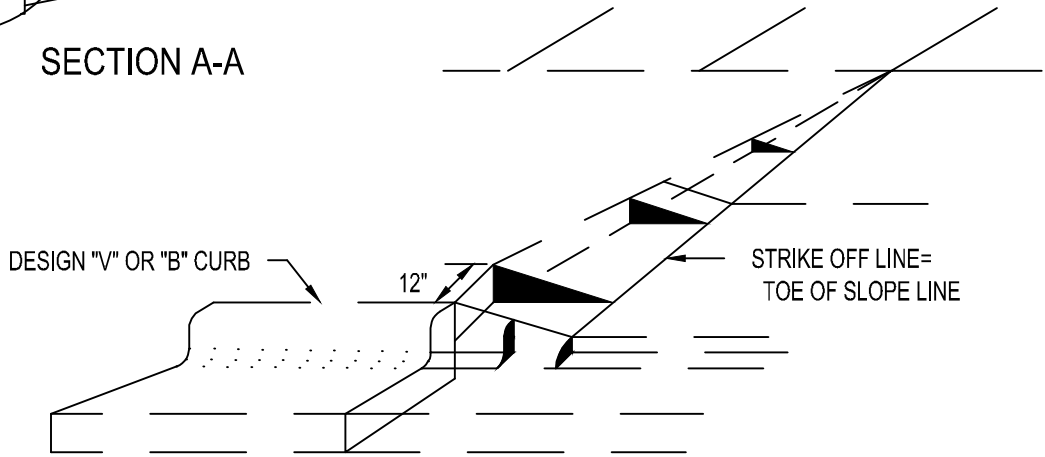
- ① TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D"=10'-0" OR GREATER, PLACED AT THE CENTER OF THE APPROACH.
- ② CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT THE BACK OF CURB.
- ③ EDGE OF APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
- ④ PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
- ⑤ NO DEDUCTION TO BE MADE IN CURB & GUTTER FOR ENTRANCE.
- ⑥ CONTRACTION JOINT FOR RESIDENTIAL, PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
- ⑦ TAPER WING TO SIDEWALK WHEN "D" IS 15' OR LESS, OTHERWISE TAPER TO 1/2 "D".
- 8. ALL JOINTS SHALL BE SAWCUT.



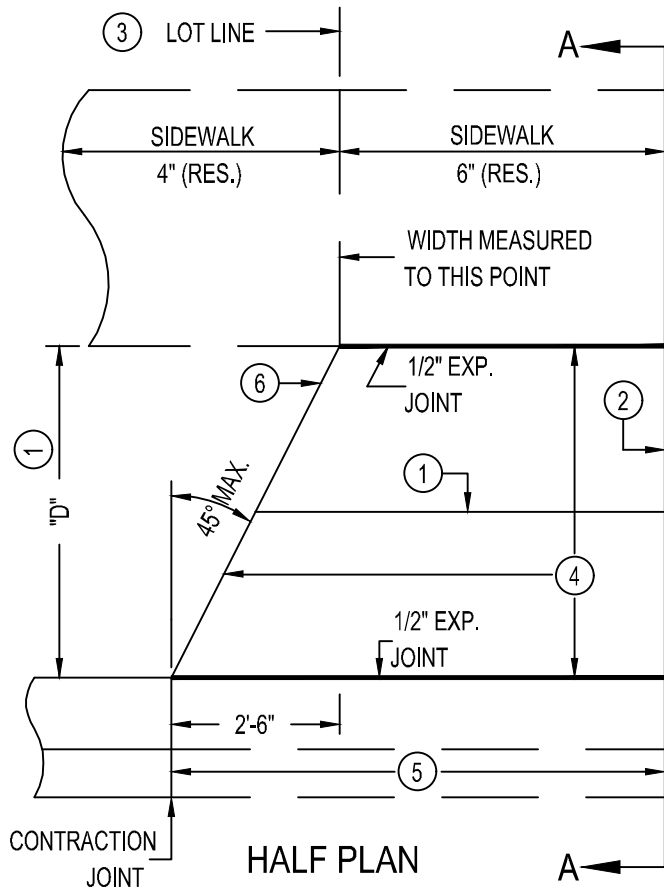
HALF PLAN



SECTION A-A



PERSPECTIVE

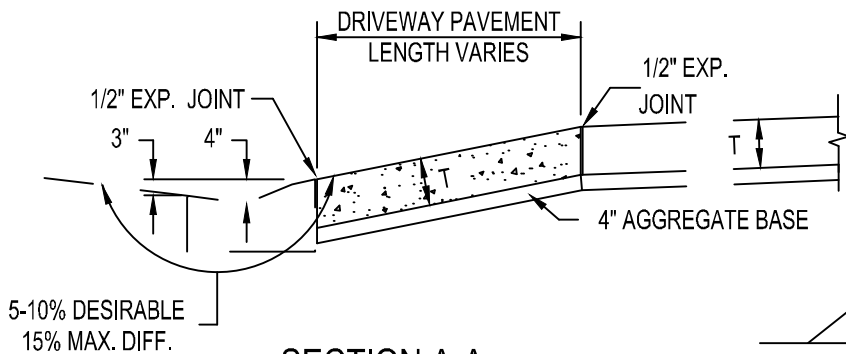


TYPE OF ENTRANCE	WIDTH	T
RESIDENTIAL	12'-32'	6"

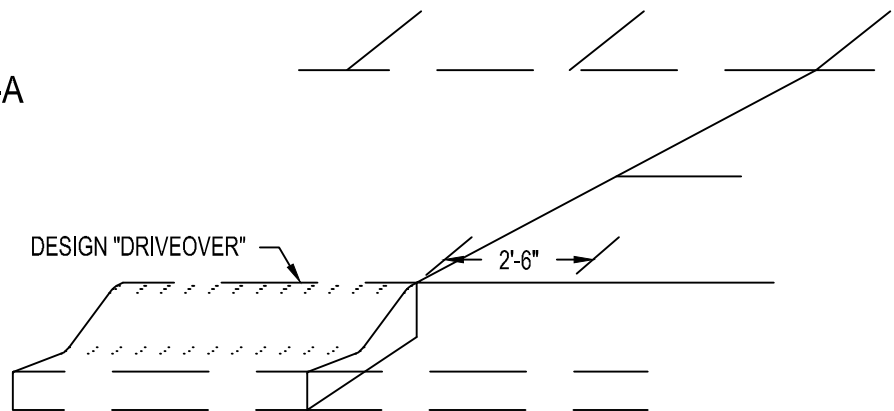
T=THICKNESS OF ENTRANCE AND SIDEWALK

NOTES

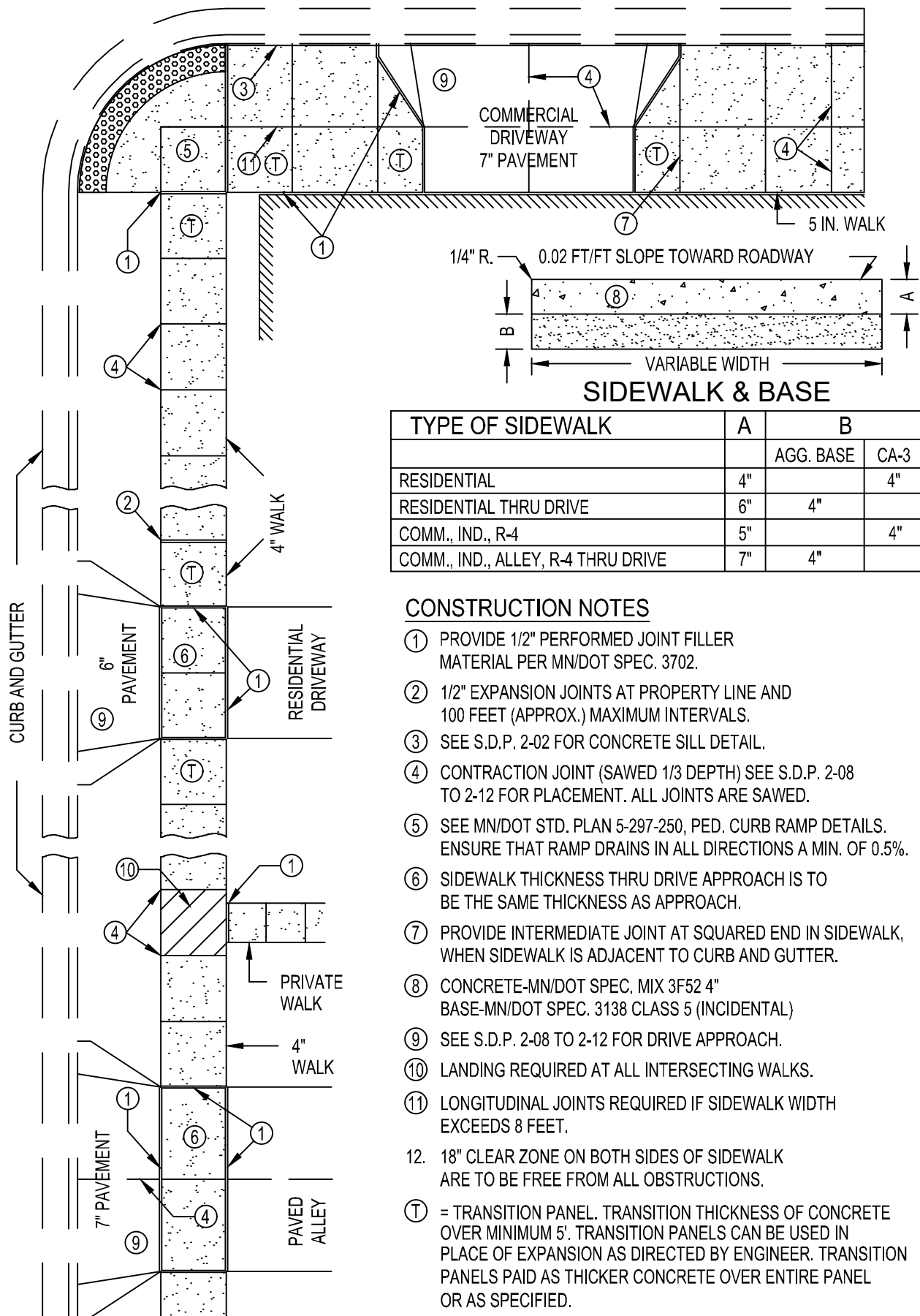
- ① TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D"=10'-0" OR GREATER, PLACED AT THE CENTER OF THE APPROACH.
- ② CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT THE BACK OF CURB.
- ③ EDGE OF APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
- ④ PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
- ⑤ NO DEDUCTION TO BE MADE IN CURB & GUTTER FOR ENTRANCE.
- ⑥ TAPER WING TO SIDEWALK WHEN "D" IS 15' OR LESS, OTHERWISE TAPER TO 1/2 "D".
7. EXPANSION MATERIAL TO BE PREFORMED JOINT FILLER PER MN/DOT SPEC. 3702.
8. ALL JOINTS SHALL BE SAWCUT.



SECTION A-A

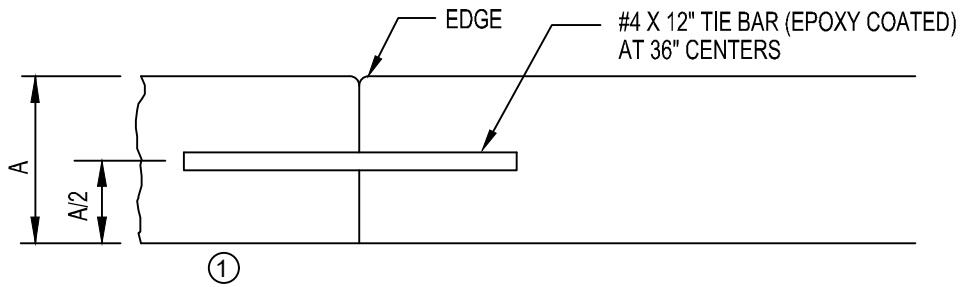


PERSPECTIVE

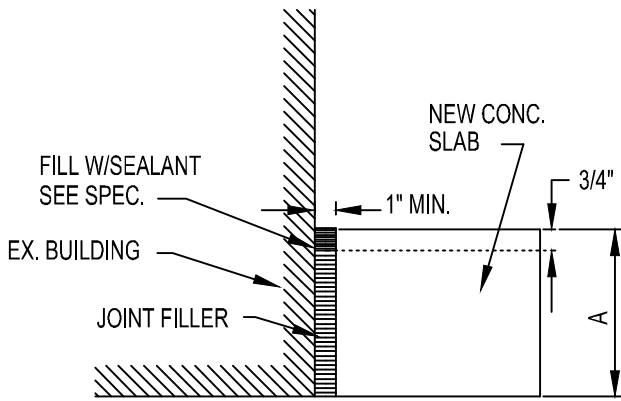


CONSTRUCTION NOTES

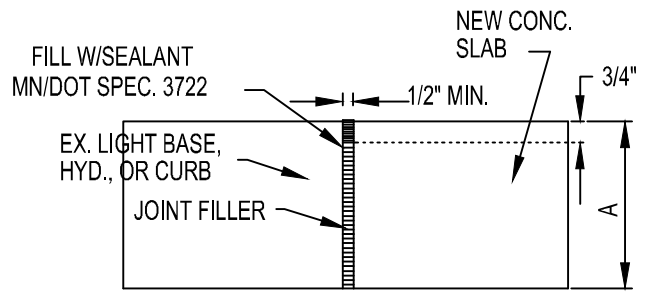
- ① PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
- ② 1/2" EXPANSION JOINTS AT PROPERTY LINE AND 100 FEET (APPROX.) MAXIMUM INTERVALS.
- ③ SEE S.D.P. 2-02 FOR CONCRETE SILL DETAIL.
- ④ CONTRACTION JOINT (SAWED 1/3 DEPTH) SEE S.D.P. 2-08 TO 2-12 FOR PLACEMENT. ALL JOINTS ARE SAWED.
- ⑤ SEE MN/DOT STD. PLAN 5-297-250, PED. CURB RAMP DETAILS. ENSURE THAT RAMP DRAINS IN ALL DIRECTIONS A MIN. OF 0.5%.
- ⑥ SIDEWALK THICKNESS THRU DRIVE APPROACH IS TO BE THE SAME THICKNESS AS APPROACH.
- ⑦ PROVIDE INTERMEDIATE JOINT AT SQUARED END IN SIDEWALK, WHEN SIDEWALK IS ADJACENT TO CURB AND GUTTER.
- ⑧ CONCRETE-MN/DOT SPEC. MIX 3F52 4" BASE-MN/DOT SPEC. 3138 CLASS 5 (INCIDENTAL)
- ⑨ SEE S.D.P. 2-08 TO 2-12 FOR DRIVE APPROACH.
- ⑩ LANDING REQUIRED AT ALL INTERSECTING WALKS.
- ⑪ LONGITUDINAL JOINTS REQUIRED IF SIDEWALK WIDTH EXCEEDS 8 FEET.
- 12. 18" CLEAR ZONE ON BOTH SIDES OF SIDEWALK ARE TO BE FREE FROM ALL OBSTRUCTIONS.
- (T) = TRANSITION PANEL. TRANSITION THICKNESS OF CONCRETE OVER MINIMUM 5'. TRANSITION PANELS CAN BE USED IN PLACE OF EXPANSION AS DIRECTED BY ENGINEER. TRANSITION PANELS PAID AS THICKER CONCRETE OVER ENTIRE PANEL OR AS SPECIFIED.



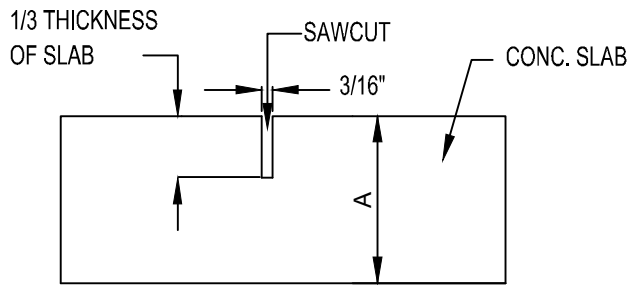
TIED JOINT "TJ" ③



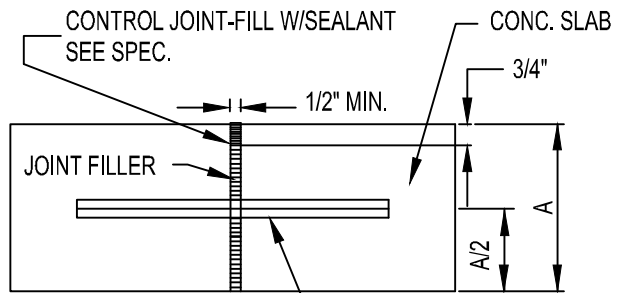
① FOR USE AROUND BUILDING PERIMETER
EXPANSION JOINT "BLDG"



① FOR USE AROUND LIGHTS, HYDRANTS,
BACK OF CURB, AND DRIVEWAYS
EXPANSION JOINT "E"



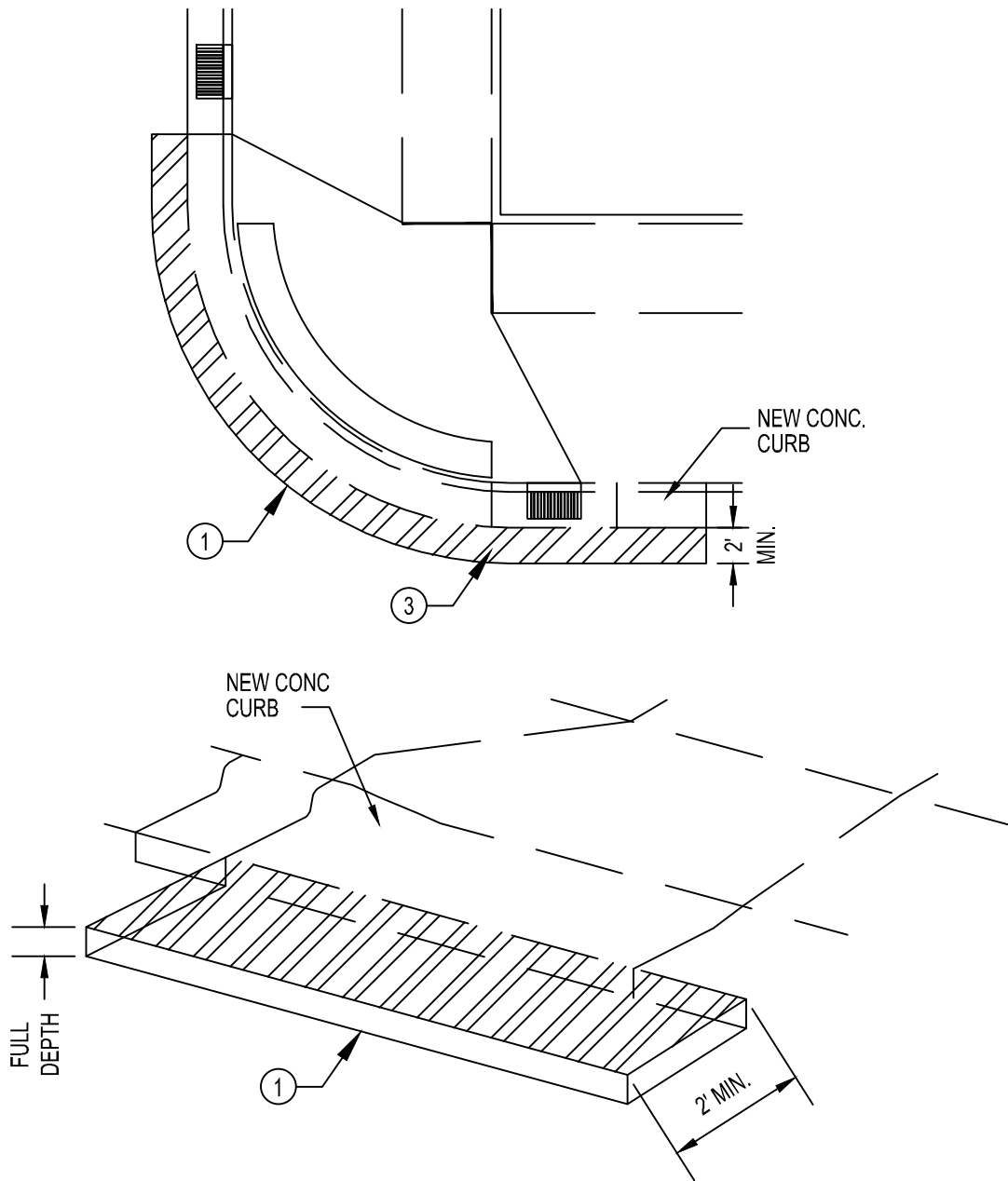
CONTRACTION JOINT "C"



① CONTROL JOINT "CNJ"
5/8" O SMOOTH GALV. BAR x 16" W/ NON-CORROSIVE BAR SLEEVE @ 20" C-C

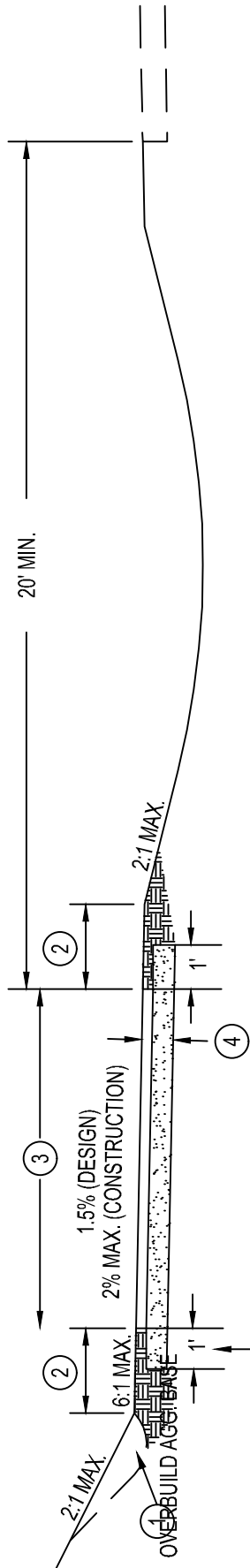
CONSTRUCTION NOTES

- ① PLACE 4" AGGREGATE BASE BELOW SLAB (INCIDENTAL)
- ② CONCRETE SURFACE SHALL BE BROOM FINISHED
3. TIE ALL CONSTRUCTION JOINTS, TRANSVERSE AND LONGITUDINAL JOINTS. (INCIDENTAL)
4. SEAL JOINTS WITH APPROVED FILLER AND SILICONE JOINT AND CRACK SEALER. (INCIDENTAL)



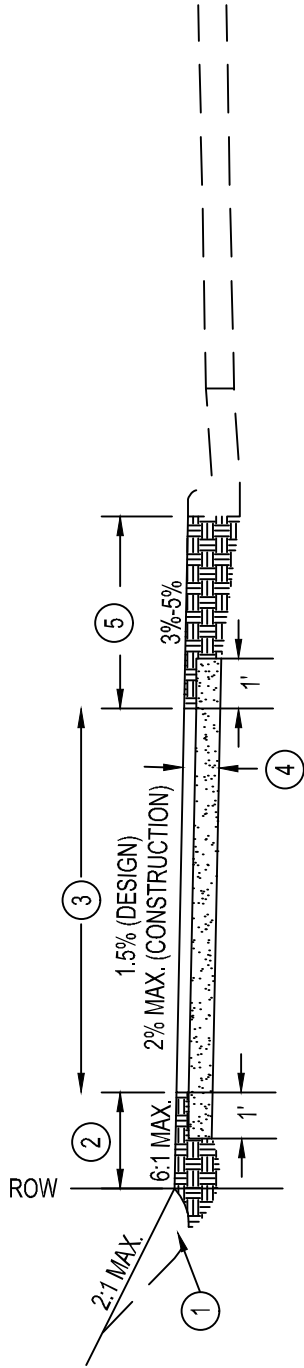
NOTES

- ① THE CONTRACTOR IS RESPONSIBLE TO SAWCUT EXISTING BITUMINOUS PAVEMENT TO FULL DEPTH, EXTENDING THE LENGTH OF THE CONCRETE CURB REPLACEMENT, AND EXTENDING OUT MIN. 2' FROM THE EDGE OF THE CURB.
2. THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL DEBRIS FROM TRENCH AREA, INCLUDING EXCESS CONCRETE, FORMWORK, SPIKES, ETC.
- ③ MUST USE ROLLER ON TOP LIFT OF PAVEMENT. MN/DOT SPEC. 2360-27 APPLIES. ORDINARY COMPACTION REQUIRED AND TACK ALL EDGES BETWEEN LIFTS.



BIKEWAY PLACEMENT NEAR
ROADS WITHOUT CURBS

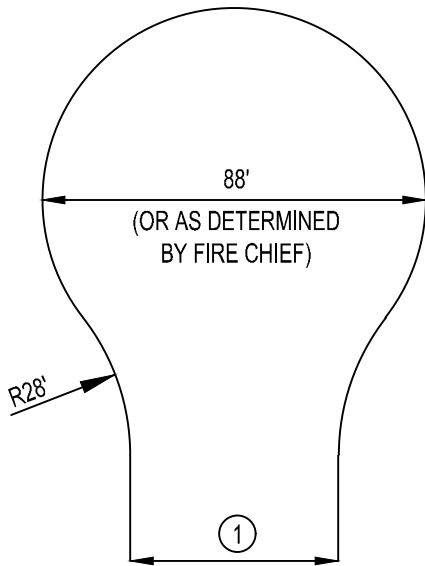
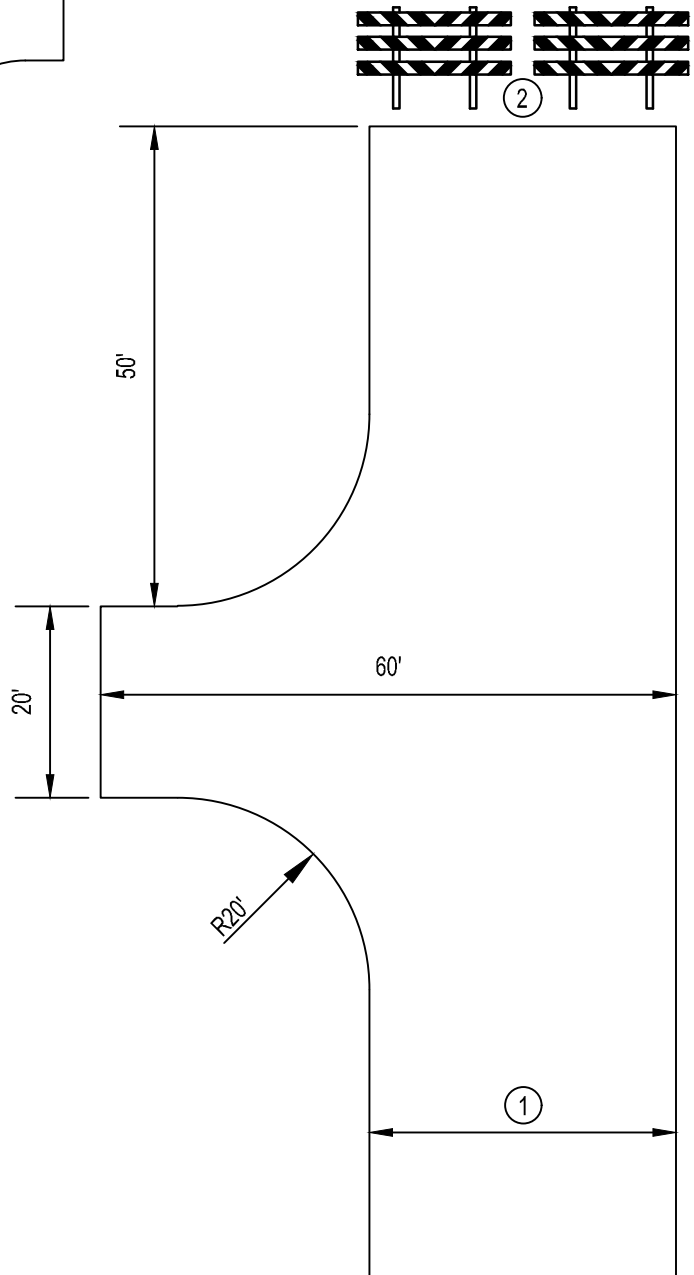
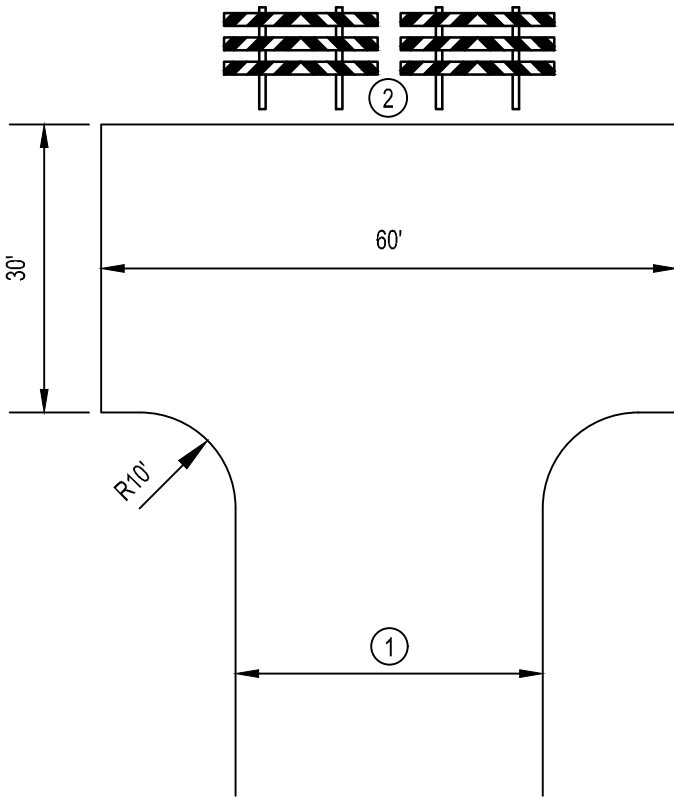
OVERBUILD AGG. BASE



BIKEWAY PLACEMENT NEAR
ROADS WITH CURBS

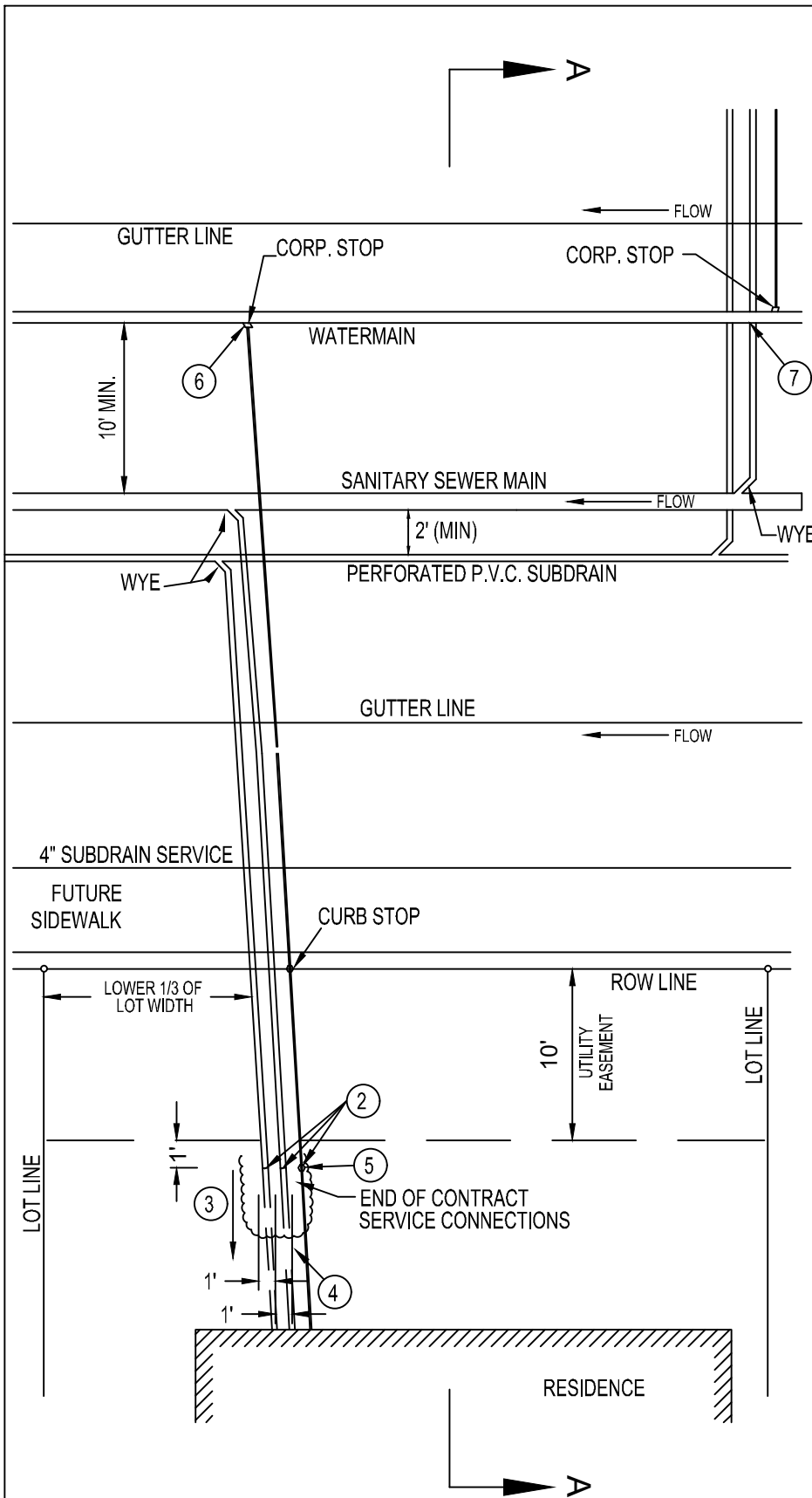
NOTES

- ① DITCH IF REQUIRED FOR DRAINAGE.
- ② GRADED AREA ADJACENT TO THE PAVED SURFACE SHALL BE A MINIMUM WIDTH OF 2' AND FREE OF OBSTRUCTIONS.
- ③ MINIMUM 10' WIDTH FOR 2 WAY TRAFFIC & 8' MINIMUM WIDTH FOR CONSTRAINED AREAS. CONSTRAINED MINIMUM WIDTH SHOULD BE APPLIED FOR SHORT DISTANCES WITH PHYSICAL CONSTRAINTS.
- ④ 1 1/2" LIFT BITUMINOUS WEARING COURSE
1 1/2" LIFT BITUMINOUS NON-WEARING COURSE
6" AGGREGATE BASE TYPICAL.
- ⑤ 6' PREFERRED MINIMUM SEPARATION BETWEEN THE EDGE OF THE TRAIL AND FACE OF CURB, WITH 2' AS A ABSOLUTE MINIMUM IN CONSTRAINED AREAS.



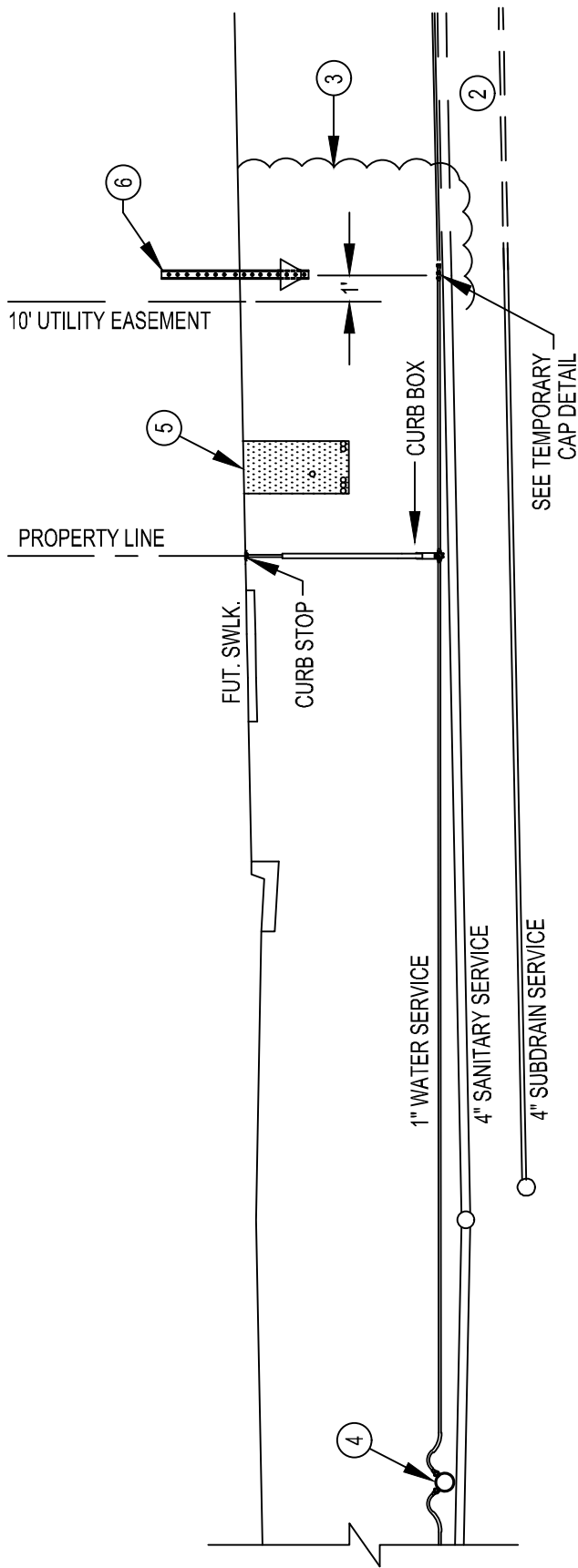
NOTES

- ① MATCH EXISTING STREET WIDTH
- ② SEE MN/DOT S.P. 8002 FOR PERMANENT BARRICADE DETAILS



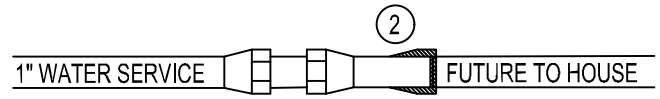
NOTES

1. FINAL RECORD OF SERVICE LOCATIONS: END OF SEWER, WATER & SUBDRAIN SERVICES SHALL BE REFERRED TO LOT CORNER AND PROPERTY LINE. SHOW INVERT ELEVATION AND FINISHED GRADE OF SEWER AND UNDERGROUND SERVICES AND DISTANCE FROM LOT CORNER TO SEWER SERVICE. ALSO SHOW DIMENSIONS BETWEEN END OF SEWER SERVICE AND ENDS OF WATER AND UNDERGROUND DRAIN SERVICE.
2. PLUG END OF UNDERGROUND SERVICES. PLACE 4"x4" WOOD OR METAL POST WITH PAINT EXTENDING ONE FOOT ABOVE GRADE.
3. FUTURE EXTENSION OF SERVICES BY OTHERS
4. WHEN INSTALLED IN SOLID ROCK, REMOVE ROCK 4' BEYOND END OF PIPE FOR FUTURE CONNECTION.
5. REFER TO S.D.P. 4-01 SHEET 2 FOR WATER SERVICE TEMPORARY CAP DETAIL.
6. REFER TO S.D.P. 6-11 FOR ADDITIONAL WATER SERVICE DETAIL
7. SEWER SERVICE CONNECTIONS ON SAME SIDE AS WATERMAIN SHOULD BE PLACED BELOW WATERMAIN.



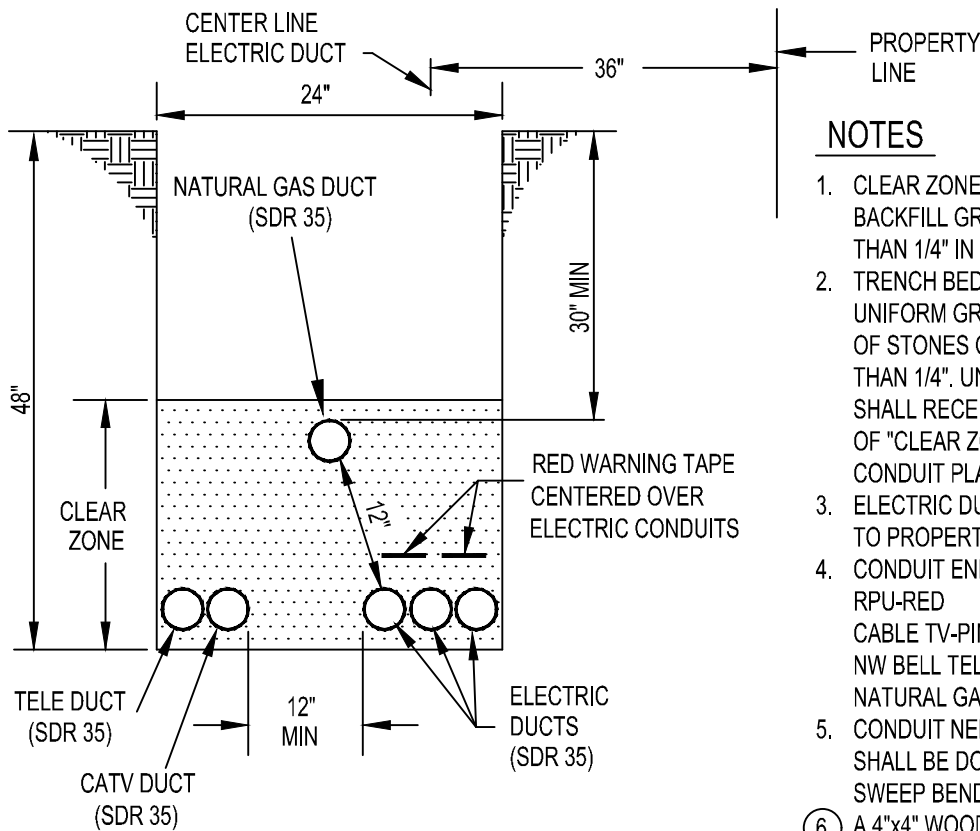
NOTES

1. TO DETERMINE ELEVATION OF END OF SEWER SERVICE: USING TOP OF INSIDE OF MAIN AT WYE, BEGIN 2% GRADE (APPROX. 1/4" PER FT.) IF DEPTH OF INVERT AT END OF SERVICE IS GREATER THAN 8.5' BELOW FINISH BOULEVARD GRADE, INCREASE GRADIENT. FINAL DEPTH OF SEWER SERVICE LESS THAN 8' BELOW FINISH BOULEVARD GRADE SHALL BE REVIEWED AND APPROVED BY CITY ENGINEER.
- ② FUTURE EXTENSION OF SERVICES BY OTHERS.
- ③ WHEN INSTALLED IN SOLID ROCK, REMOVE ROCK 4' BEYOND END OF PIPE FOR FUTURE CONNECTION.
- ④ REFER TO S.D.P. 6-11 FOR ADDITIONAL WATER SERVICE DETAIL.
- ⑤ REFER TO S.D.P. 4-03 FOR ADDITIONAL UTILITY SERVICE DETAIL.
- ⑥ INSTALL EITHER 4"x4" WOOD POST OR METAL SIGN POST MIN. ONE FOOT ABOVE GRADE TO MARK AND PROTECT LOCATION.



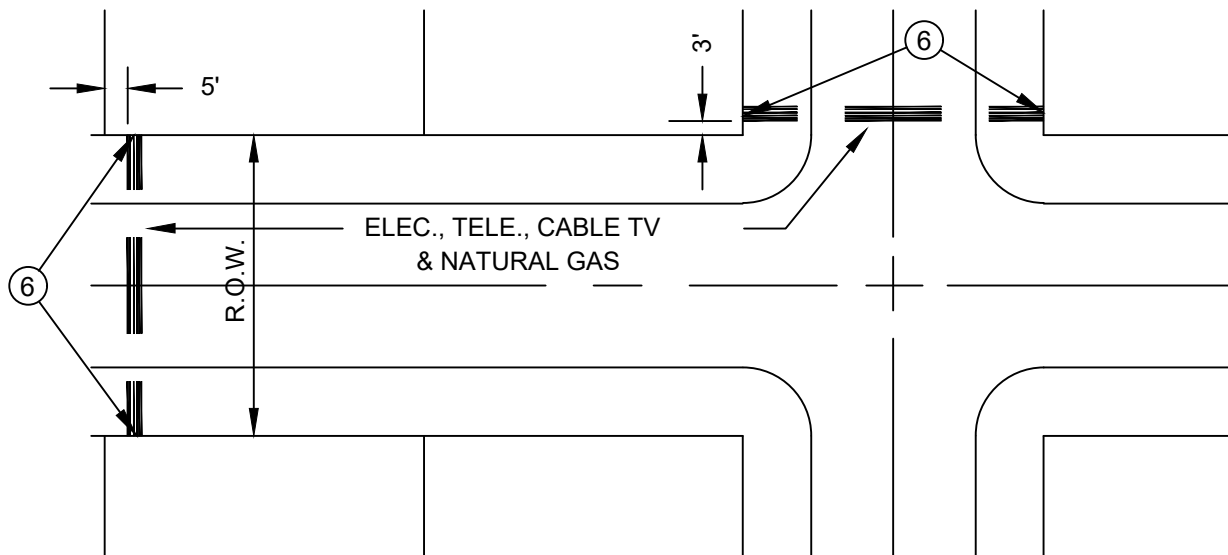
TEMPORARY CAP DETAIL

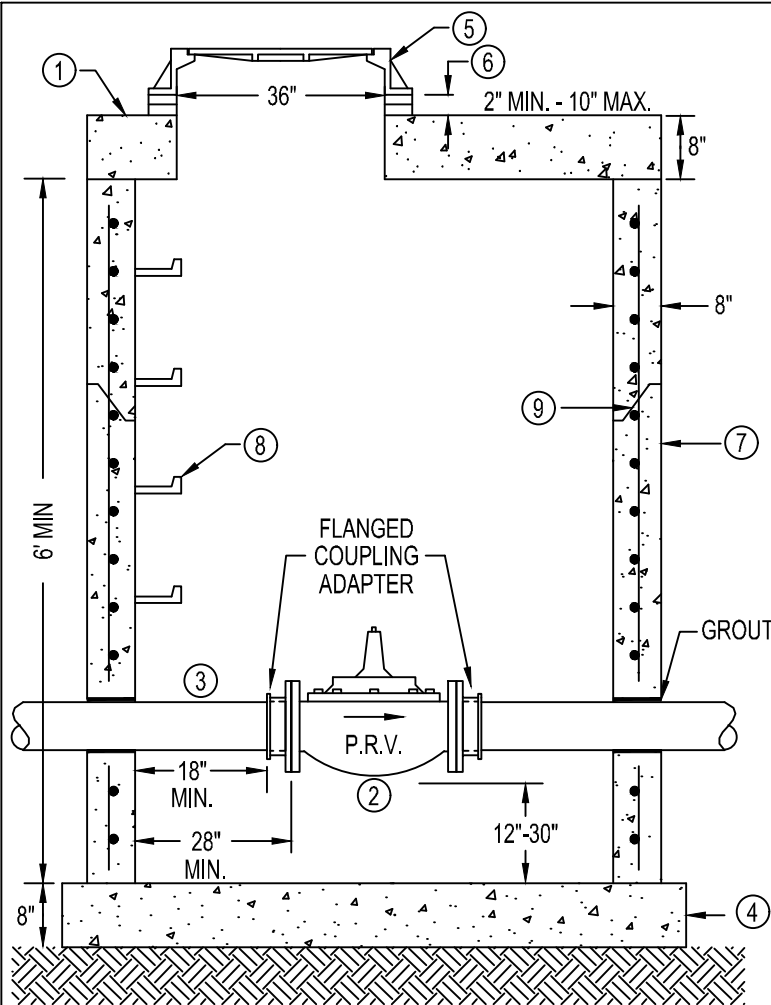
1. INSTALL COMPRESSION COUPLER AND CAP. TEST MAIN WITH CURB STOP IN OPEN POSITION.
- ② TEMPORARY CAP ASSEMBLY CONSISTS OF 1" SOLDER BUSHING, COPPER DISC, AND 3" COPPER TUBE.
3. REMOVE TEMPORARY CAP AND CONNECT INTO COUPLER WHEN HOUSE CONNECTION IS MADE.



NOTES

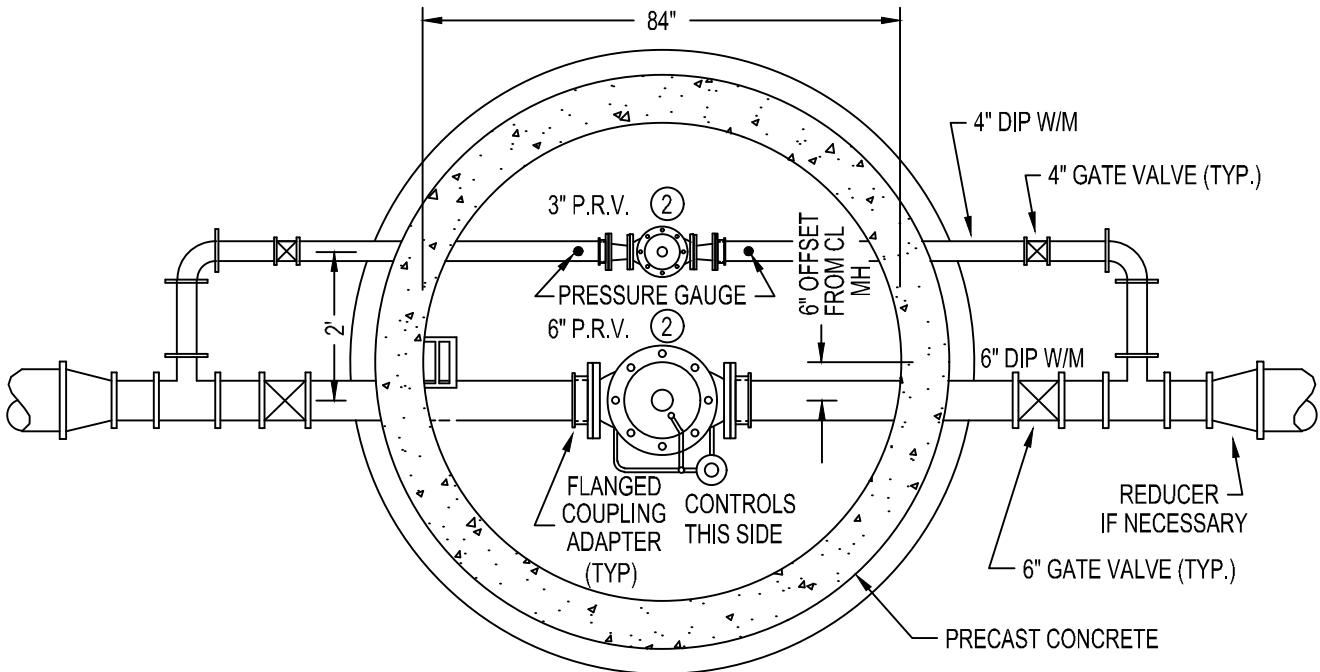
1. CLEAR ZONE SHALL NOT CONTAIN BACKFILL GRANULAR MATERIAL LARGER THAN 1/4" IN DIAMETER.
2. TRENCH BED SHALL BE OF A SMOOTH, UNIFORM GRADE, COMPACTED, AND FREE OF STONES OR PROTRUSIONS LARGER THAN 1/4". UNSUITABLE TRENCH BEDS SHALL RECEIVE A 2" COMPACTED LAYER OF "CLEAR ZONE" BACKFILL PRIOR TO CONDUIT PLACEMENT.
3. ELECTRIC DUCT TO BE NEAREST DUCT TO PROPERTY LINE.
4. CONDUIT END CAP COLORS ARE:
RPU-RED
CABLE TV-PINK
NW BELL TELE-BLAZE ORANGE
NATURAL GAS-YELLOW
5. CONDUIT NEEDING SURFACE ACCESS SHALL BE DONE SO BY USING LONG SWEEP BENDS.
6. A 4"x4" WOODEN POST, EXTENDING ONE FOOT ABOVE GRADE, SHALL BE PLACED BY THE UTILITY CROSSING CONDUITS TO MARK THEIR LOCATION.
7. PRIVATE UTILITIES SHALL BE PLACED IN A JOINT TRENCH.
8. PRIVATE UTILITIES SHALL BE PLACED ALONG EACH SIDE OF THE ROAD. SERVICES ARE NOT PERMITTED TO CROSS THE ROAD.

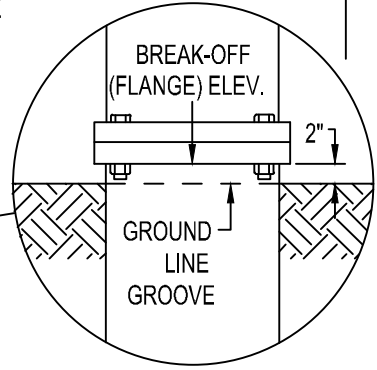
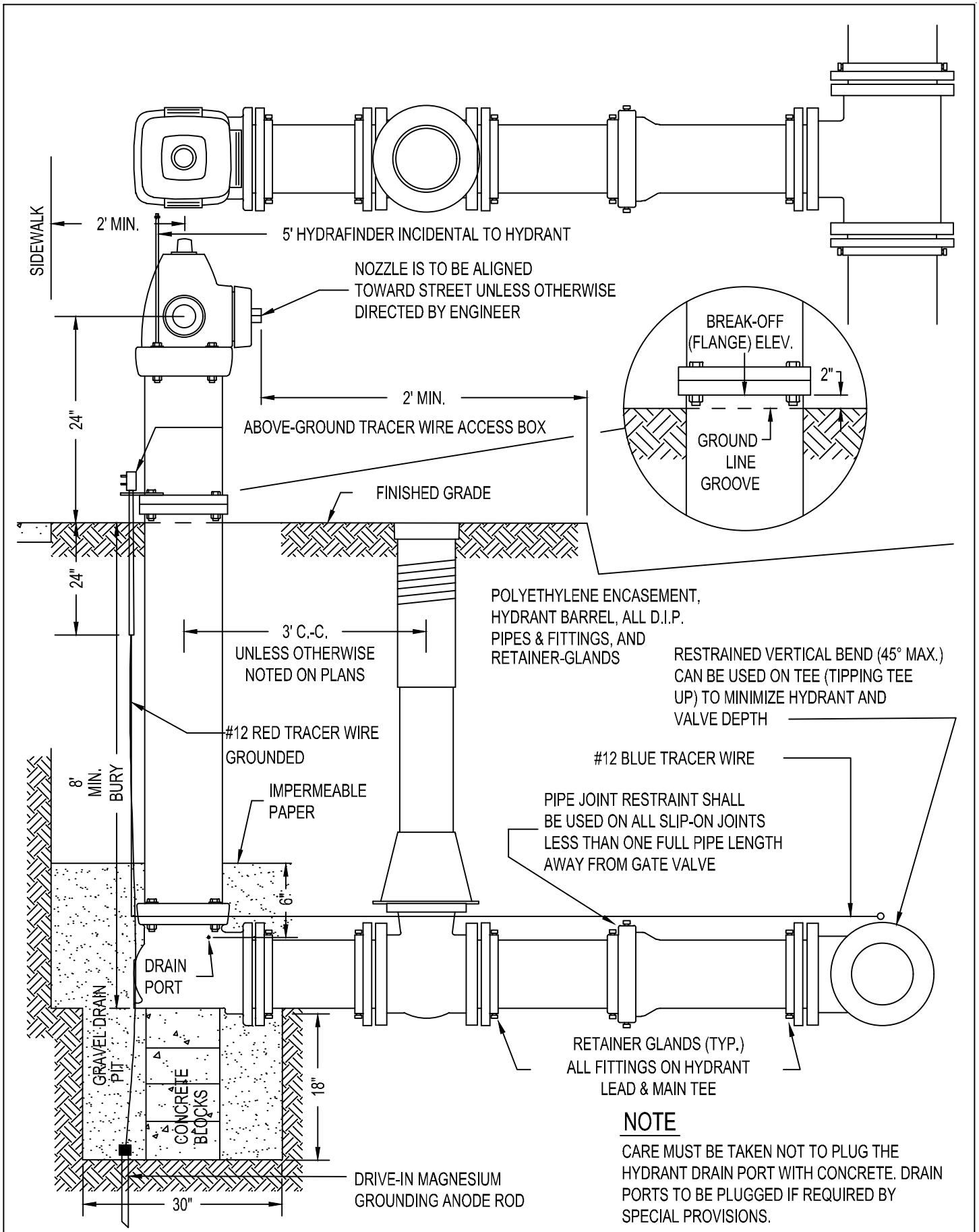




NOTES

- ① MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020 I.
- ② P.R.V.(S) TO BE CLA-VAL MODEL
3" -90G - ABCSKC - X101
6" -90G - ABCSKCKG -X101
- ③ ALL JOINTS SHALL BE RESTRAINED
- ④ MANHOLE BASE SHALL CONFORM TO MN/DOT S.P. 4011 E.
- ⑤ CASTING SHALL BE NEENAH R-1916-H SELF SEALING BOLTED LID.
- ⑥ ADJUSTING RINGS SHALL BE FULLY MORTARED.
- ⑦ PRECAST REINFORCED CONCRETE MANHOLE SECTION(S) MEETING ASTM C-478
- ⑧ STEPS ARE SPACED AT 16" O.C. MAX. AND SHALL CONFORM TO MN/DOT S.P. 4180 J. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE.
- ⑨ ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.



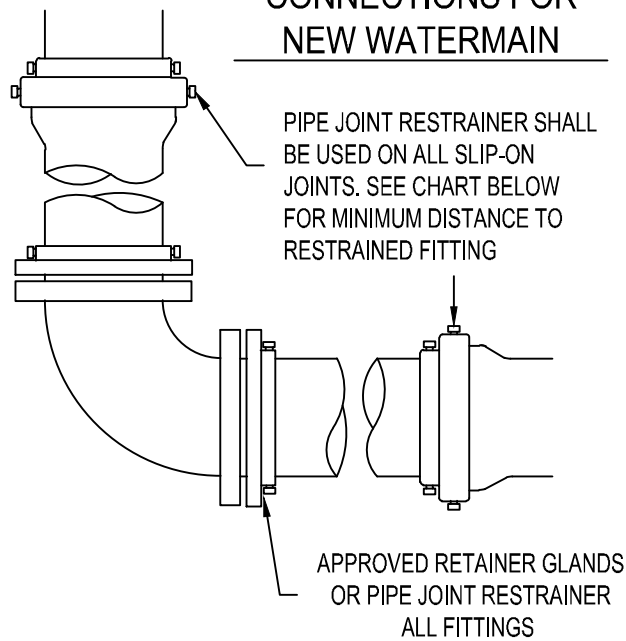


RESTRAINED VERTICAL BEND (45° MAX.) CAN BE USED ON TEE (TIPPING TEE UP) TO MINIMIZE HYDRANT AND VALVE DEPTH

PIPE JOINT RESTRAINT SHALL BE USED ON ALL SLIP-ON JOINTS LESS THAN ONE FULL PIPE LENGTH AWAY FROM GATE VALVE

NOTE
 CARE MUST BE TAKEN NOT TO PLUG THE HYDRANT DRAIN PORT WITH CONCRETE. DRAIN PORTS TO BE PLUGGED IF REQUIRED BY SPECIAL PROVISIONS.

CONNECTIONS FOR NEW WATERMAIN

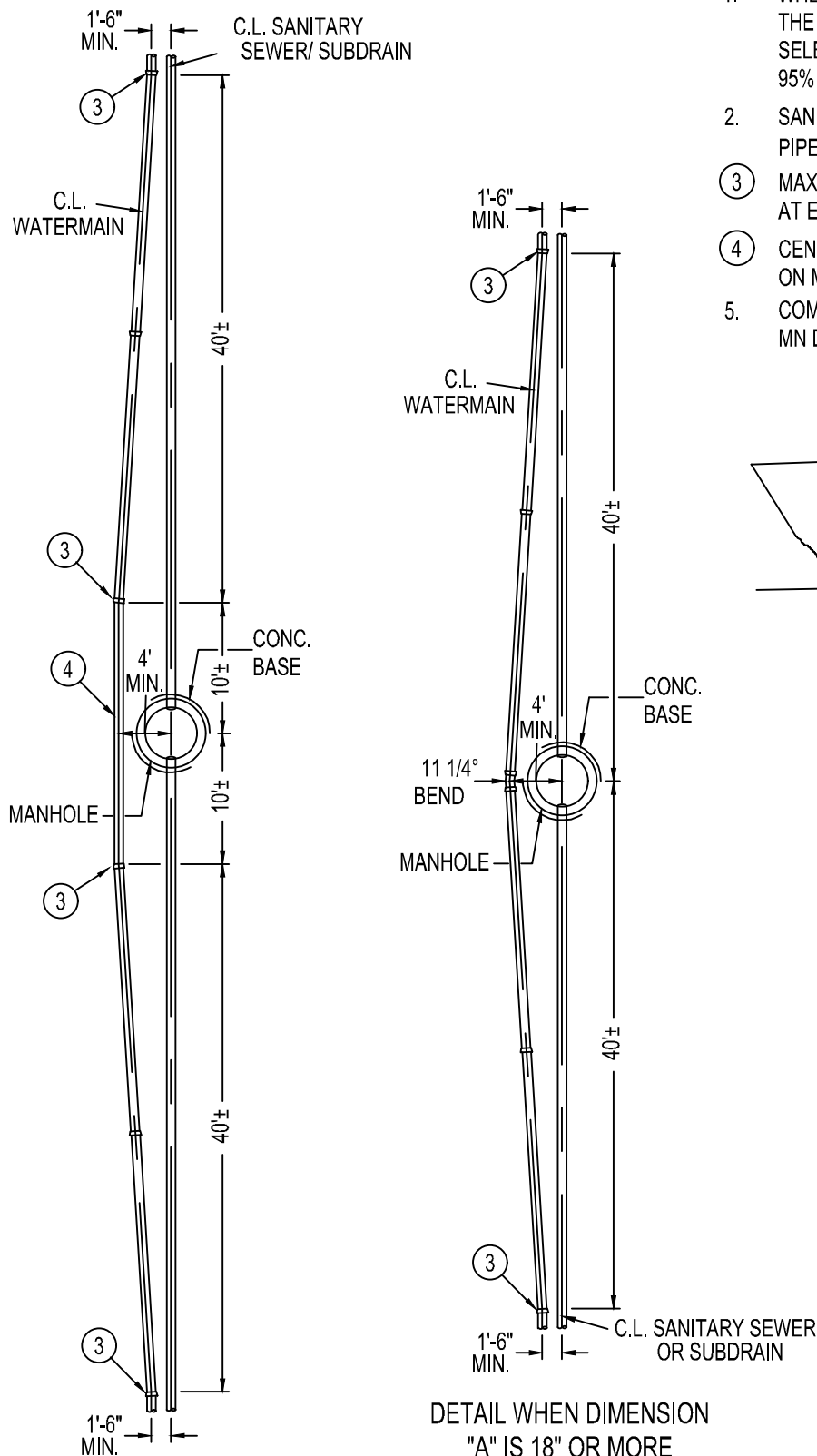


MINIMUM DISTANCE TO CLOSEST UNRESTRAINED JOINT (L IN FEET)

TYPE OF FITTING	PIPE SIZE							
	6"	8"	10"	12"	14"	16"	18"	20"
11 1/4° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
22 1/2° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
45° BEND	18.0	18.0	18.0	18.0	19.0	21.4	23.8	26.0
90° BEND	19.6	19.6	24.0	28.2	32.4	36.6	40.8	44.8
TEE	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
PLUG	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
GATE VALVE	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
REDUCERS	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0

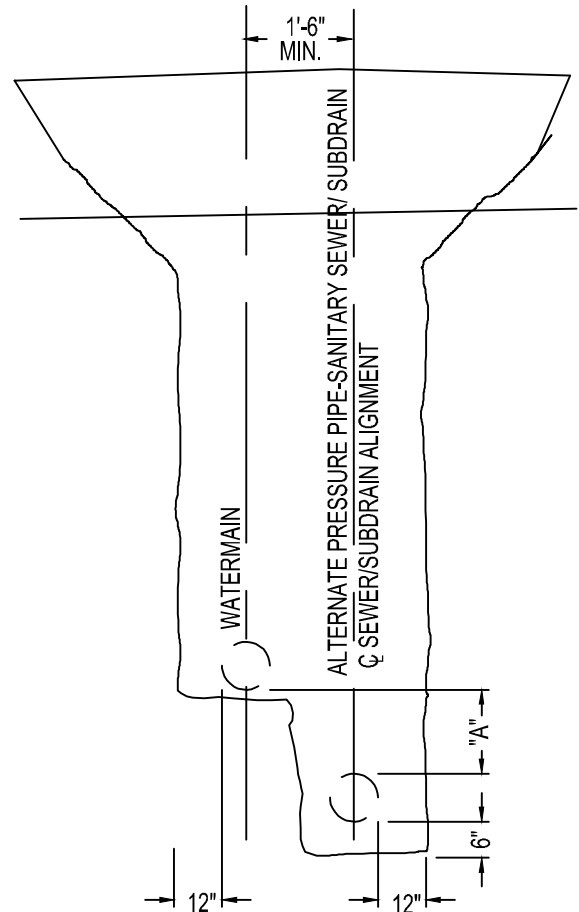
NOTES

1. WHERE WATERMAIN IS AT HIGHER ELEVATION, THE TRENCH SHALL BE BACKFILLED & THE SELECT MATERIAL SHALL BE COMPACTED TO 95% OF DENSITY BEFORE PLACEMENT OF PIPE.
2. SANITARY SEWER/ SUBDRAIN TO BE PRESSURE PIPE SEWER
- ③ MAXIMUM DEFLECTION FOR WATERMAIN IS 5° AT EACH JOINT.
- ④ CENTER ONE FULL LENGTH PIECE OF PIPE ON MANHOLE.
5. COMMON TRENCH MUST BE APPROVED BY THE MN DEPARTMENT OF HEALTH.



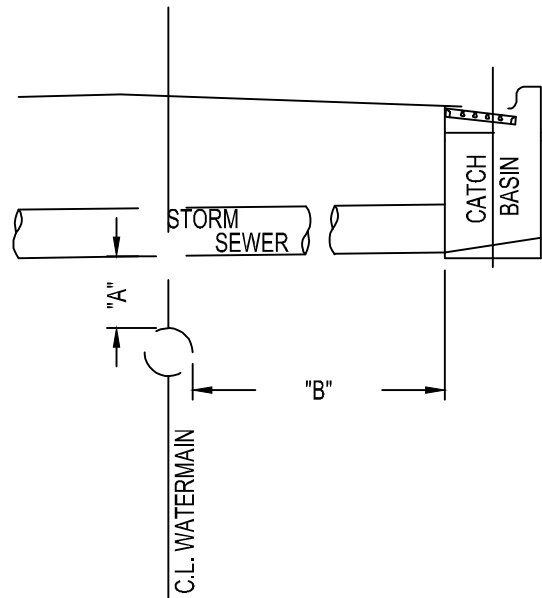
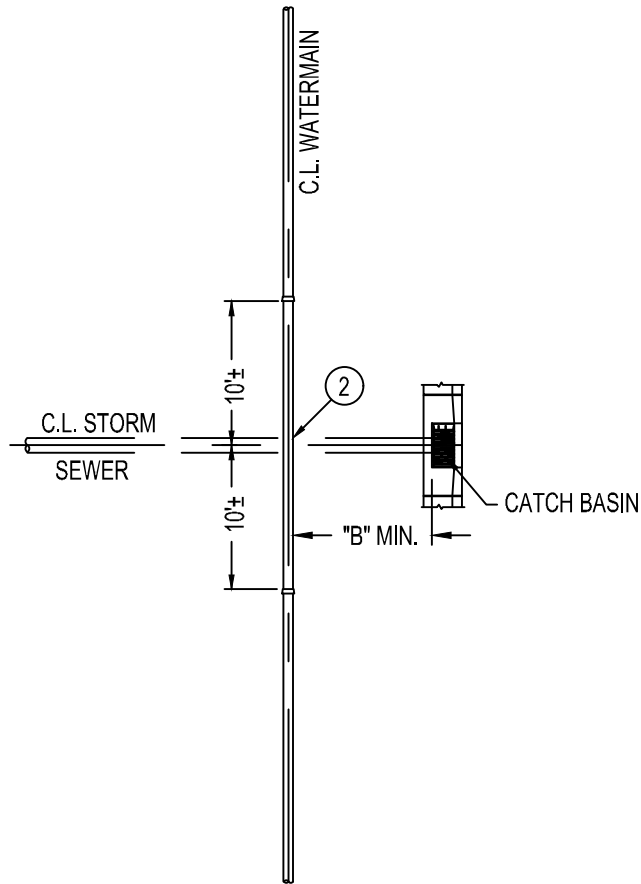
DETAIL WHEN DIMENSION
"A" IS LESS THAN 18"

DETAIL WHEN DIMENSION
"A" IS 18" OR MORE



NOTES

- 1 THIS DETAIL APPLIES WHEN DIMENSION "A" IS LESS THAN 18", OR "B" IS LESS THAN 10'.
- ② CENTER ONE FULL LENGTH PIECE OF PIPE ON CATCH BASIN OR OVER SEWER PIPE.
3. SHALL MEET THE FOLLOWING CONDITIONS IF NOT INSTALLED AS SHOWN. STRUCTURE MUST HAVE AN INTEGRAL PRECAST BOTTOM SECTION, OR CONSTRUCTED WITH A BOTTOM SLAB AND BARREL WITH TWO RINGS OF PREFORMED FLEXIBLE PLASTIC GASKET ASTM C990.



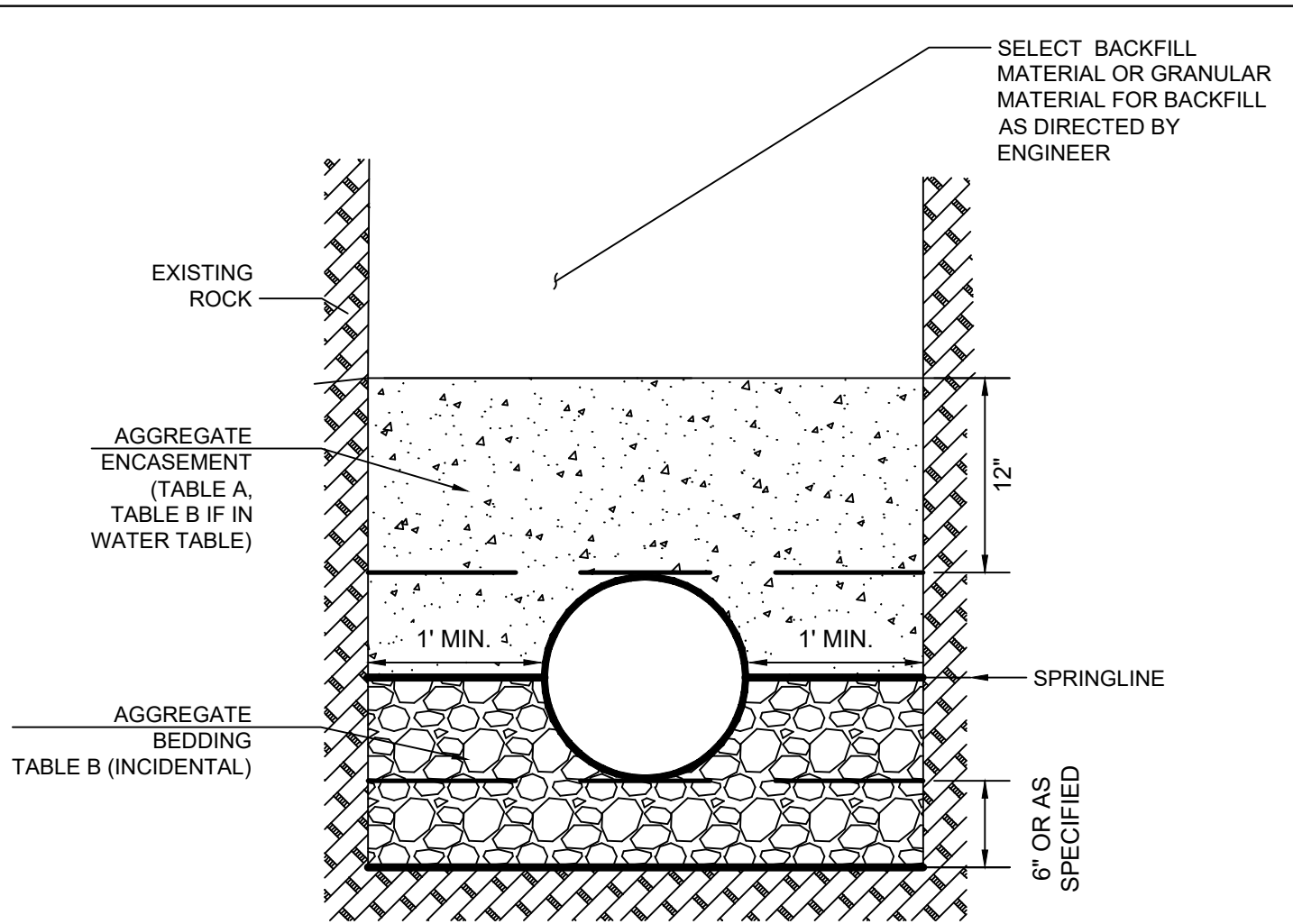


Table A	
MnDot Table 3138.2E-3 Class 5	
New material, no recycled	
Sieve Size	Percent Passing
2"	-
1-1/2"	100
1"	-
3/4"	70-100
3/8"	45-90
No. 4	35-80
No. 10	20-65
No. 40	10-35
No. 200	3.0-10.0

Table B	
New material, no recycled	
Sieve Size	Percent Passing
2"	100
1-1/2"	95-100
1"	-
3/4"	35-70
5/8"	-
1/2"	-
3/8"	10-30
No. 4	0-5

NOTE: BEDDING AND ENCASEMENT SHALL BE COMPACTED IN 6" MAXIMUM LIFTS (MINIMUM OF 3 LIFTS), WITH HAND OPERATED MECHANICAL TAMPING DEVICES.

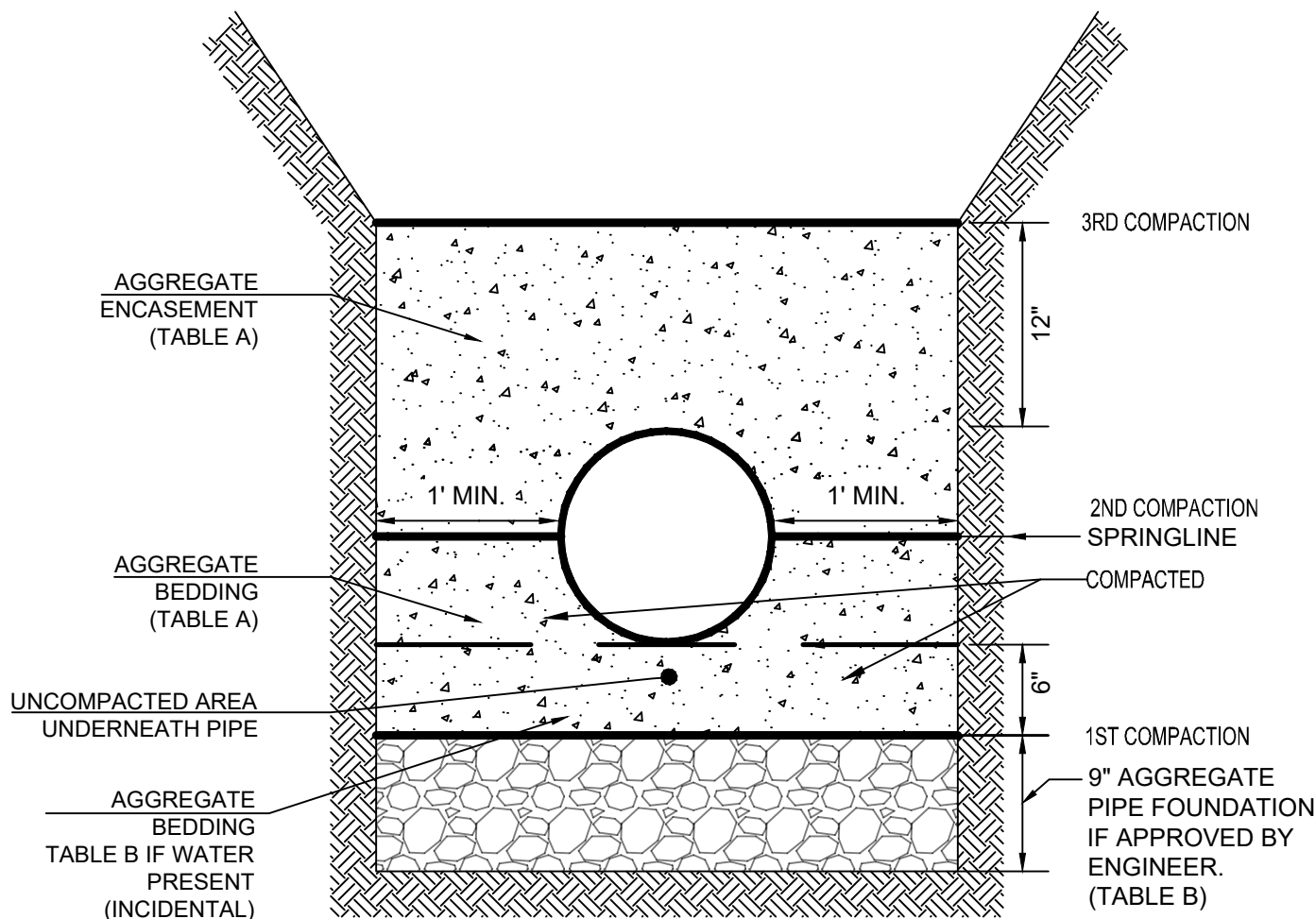


Table A	
MnDot Table 3138.2E-3 Class 5	
New material, no recycled	
Sieve Size	Percent Passing
2"	-
1-1/2"	100
1"	-
3/4"	70-100
3/8"	45-90
No. 4	35-80
No. 10	20-65
No. 40	10-35
No. 200	3.0-10.0

Table B	
New material, no recycled	
Sieve Size	Percent Passing
2"	100
1-1/2"	95-100
1"	-
3/4"	35-70
5/8"	-
1/2"	-
3/8"	10-30
No. 4	0-5

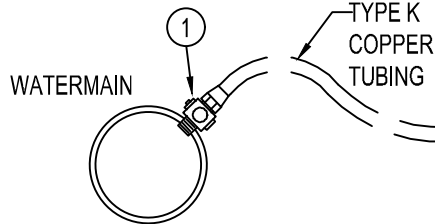
NOTE: BEDDING AND ENCASEMENT SHALL BE COMPACTED IN 6" MAXIMUM LIFTS, WITH HAND OPERATED MECHANICAL TAMPING DEVICES.

OWNER RESPONSIBLE FOR
MAINTAINING TOP OF CURB BOX
FLUSH WITH GROUND SURFACE

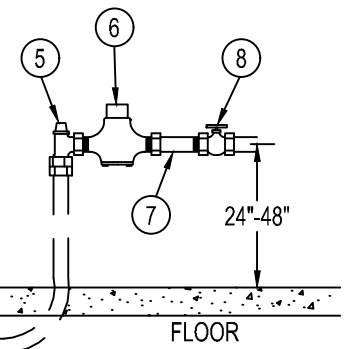
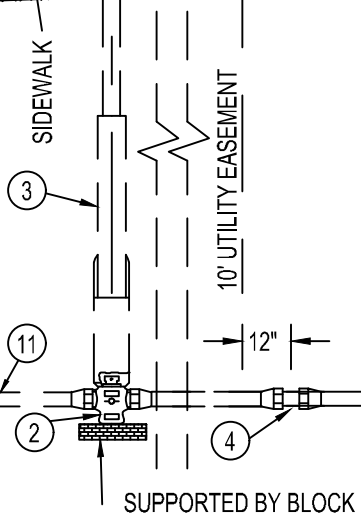
PROPERTY LINE

BASEMENT WALL

- ① CORPORATION STOP (BY OWNER)
- ② CURB VALVE (BY OWNER)
- ③ CURB BOX (BY OWNER)
- ④ TEMP. CAP FOR TESTING (BY OWNER)
COMPRESS. COUPLER FOR CONNECT
- ⑤ FULL FLOW STOP VALVE (BY OWNER)



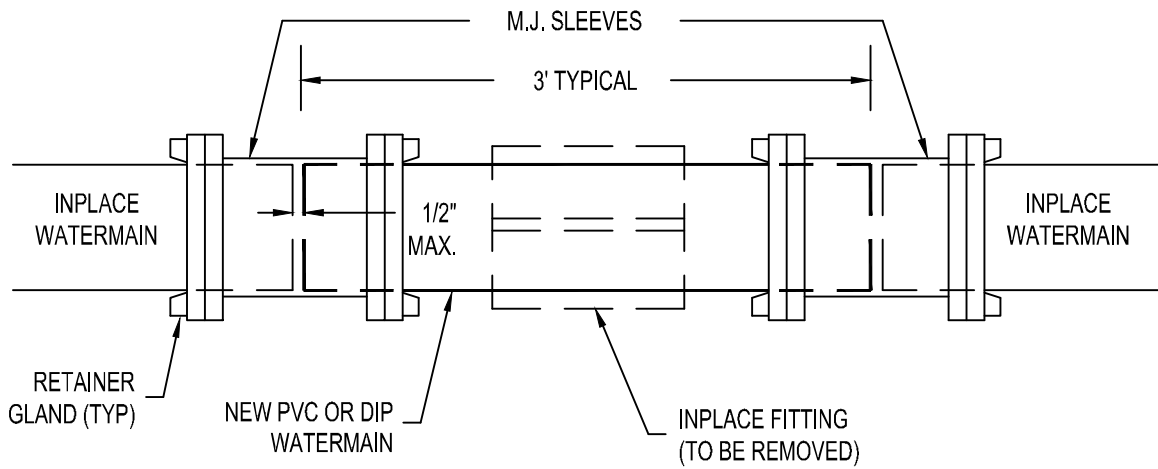
6'-6"



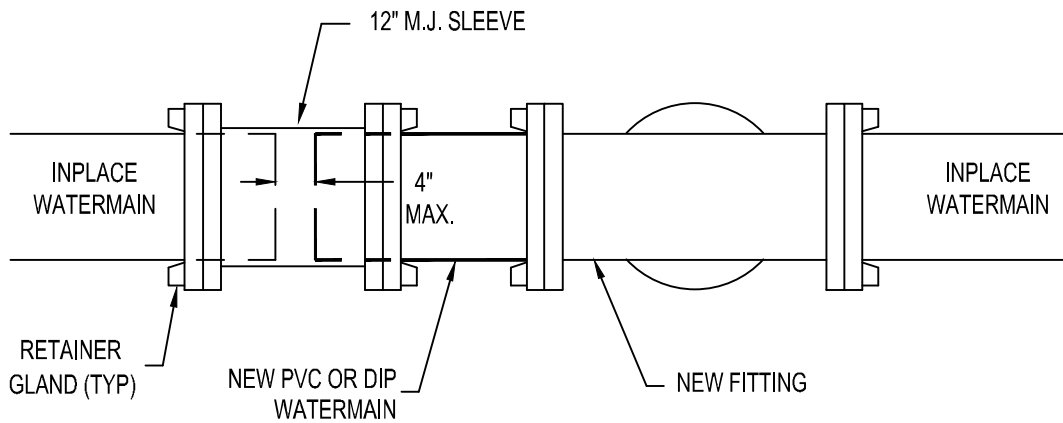
- ⑥ METER (BY CITY)
- ⑦ METER TAIL (BY CITY)
- ⑧ FULL FLOW STOP VALVE (BY OWNER)

SUPPORTED BY BLOCK

TYPICAL RESIDENTIAL DETAILS



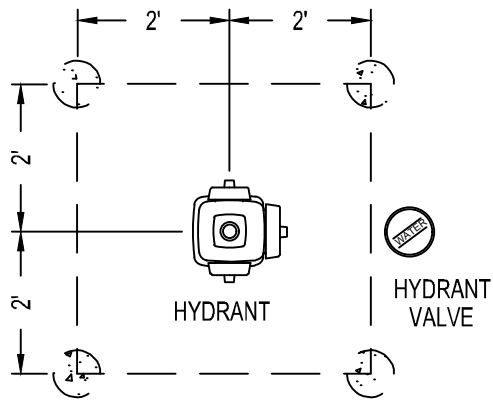
TYPICAL FITTING REMOVAL DETAIL



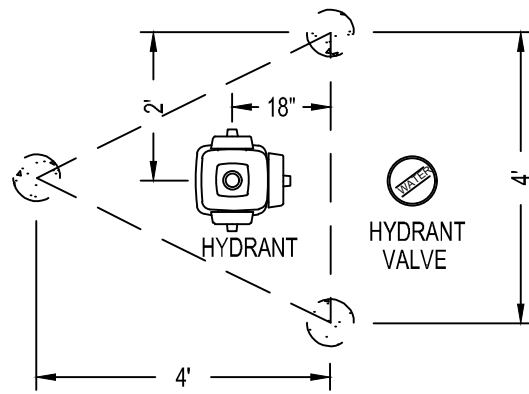
TYPICAL "CUT-IN" FITTING DETAIL

NOTE

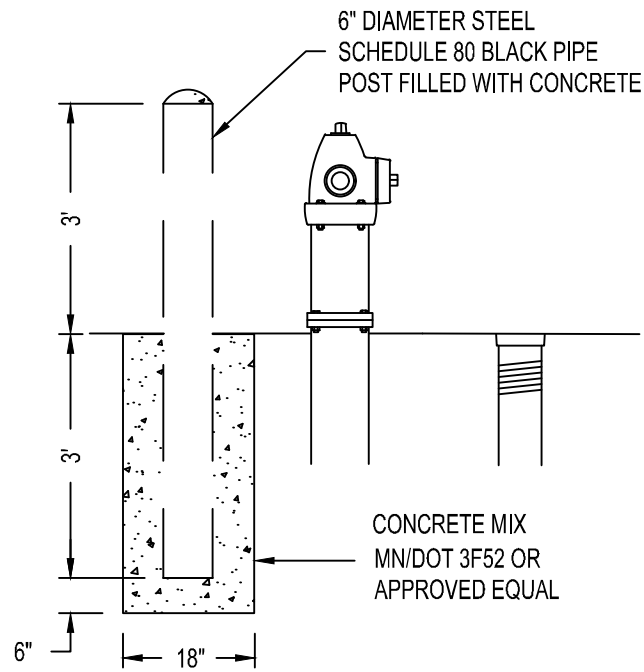
1. USE 8" BLOCKING UNDER SLEEVES TO PREVENT SHEARING DUE TO SETTLEMENT.



4 POST LAYOUT



3 POST LAYOUT



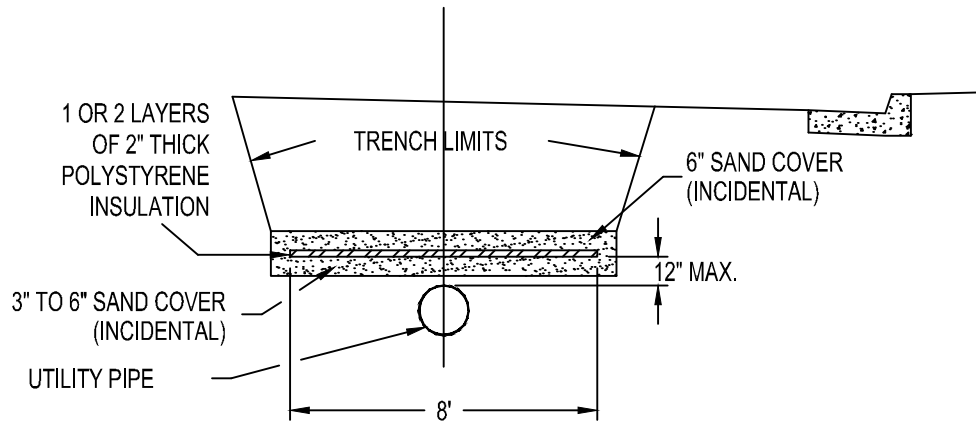
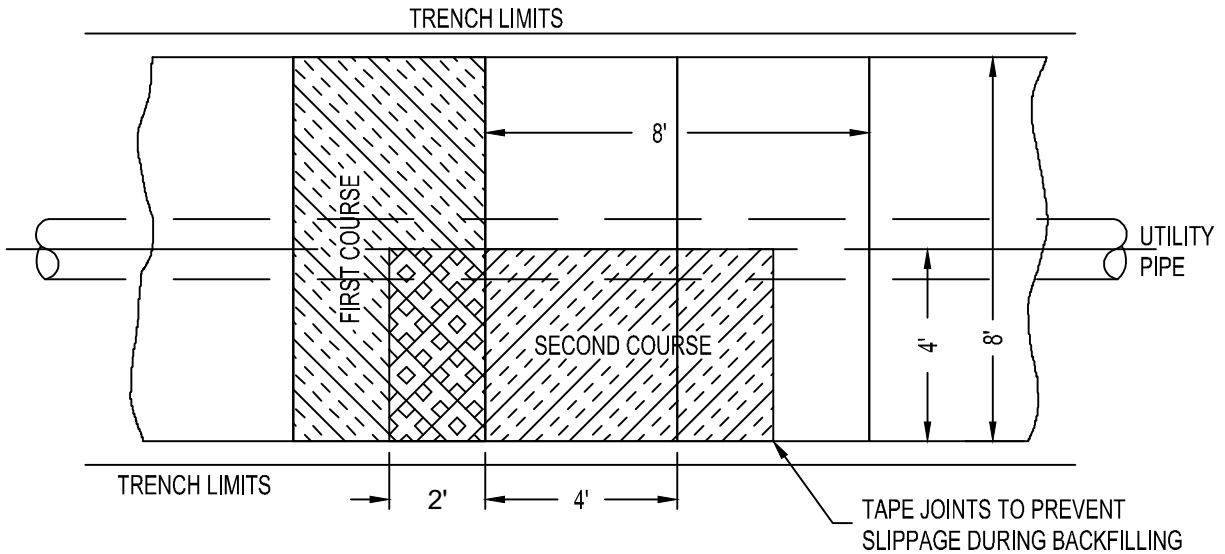
SIDE VIEW

NOTE

CARE SHOULD BE TAKEN WHEN POSITIONING THE PROTECTIVE POSTS SO THAT THE HYDRANT NOZZLES ARE NOT OBSTRUCTED.

INSULATION REQUIREMENTS

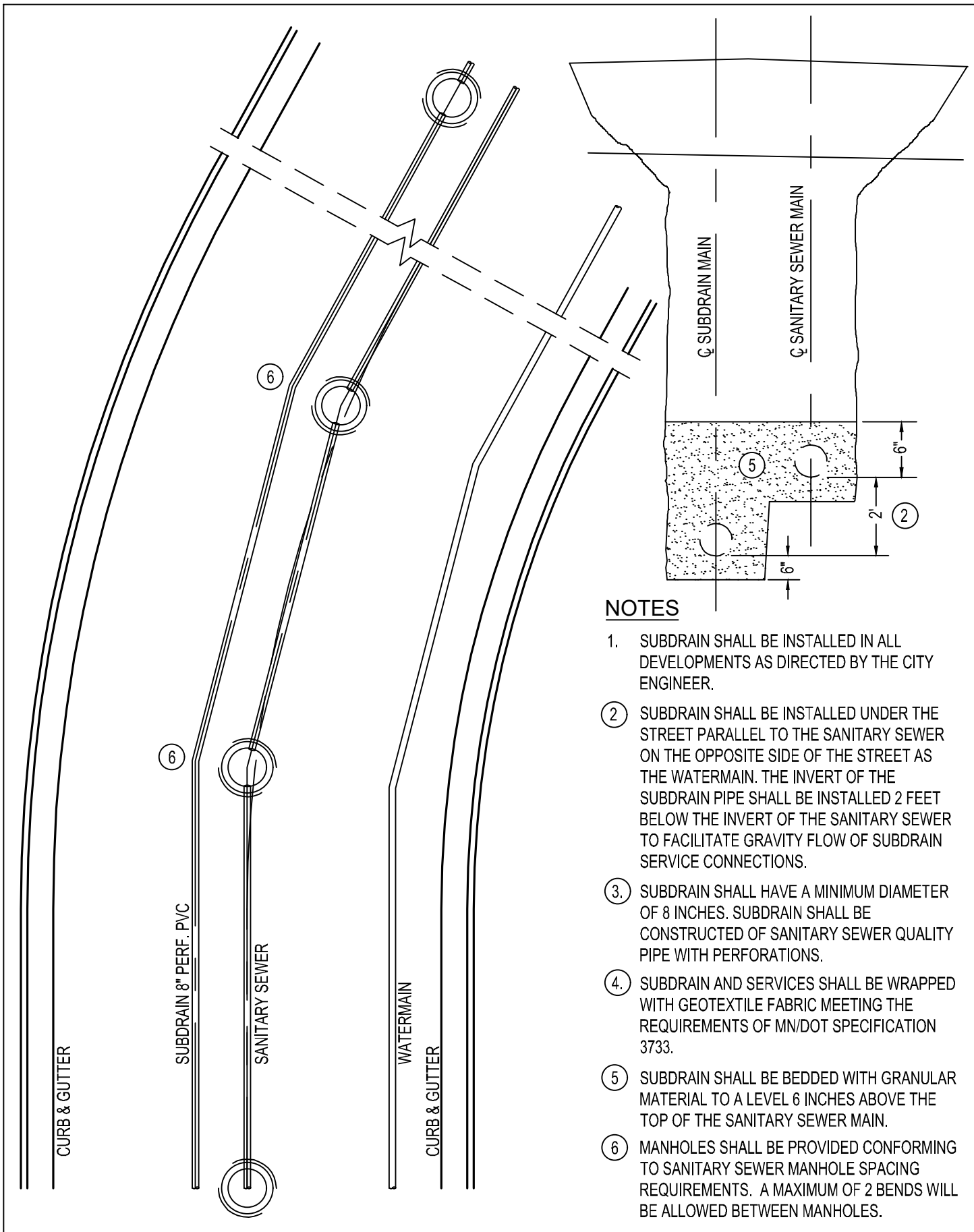
DEPTH ③	SAN. SEWER	WATER- MAIN ②
4'-5'	4"	4"
5'-7'	2"	2"
>7'	0	0



TYPICAL LAYOUT FOR POLYSTYRENE INSULATION

NOTES

- INSULATION BOARD SHALL BE AS PER MN/DOT SPEC. 3760.
- FOR WATERMAIN WITH NO SERVICE CONNECTIONS OR FOR WATERMAIN OUTSIDE OF PAVED AREAS WHERE SNOW IS NOT REMOVED, NO INSULATION IS REQUIRED IF COVER IS AT LEAST 6'.
- DEPTH FOR SANITARY AND STORM SHALL BE TO INVERT. DEPTH FOR WATERMAIN SHALL BE TO TOP OF PIPE. LESS THAN 4' REQUIRES CONCRETE INSULATION. SEE S.D.P. 6-18.



NOTES

1. SUBDRAIN SHALL BE INSTALLED IN ALL DEVELOPMENTS AS DIRECTED BY THE CITY ENGINEER.
- ② SUBDRAIN SHALL BE INSTALLED UNDER THE STREET PARALLEL TO THE SANITARY SEWER ON THE OPPOSITE SIDE OF THE STREET AS THE WATERMAIN. THE INVERT OF THE SUBDRAIN PIPE SHALL BE INSTALLED 2 FEET BELOW THE INVERT OF THE SANITARY SEWER TO FACILITATE GRAVITY FLOW OF SUBDRAIN SERVICE CONNECTIONS.
- ③. SUBDRAIN SHALL HAVE A MINIMUM DIAMETER OF 8 INCHES. SUBDRAIN SHALL BE CONSTRUCTED OF SANITARY SEWER QUALITY PIPE WITH PERFORATIONS.
- ④. SUBDRAIN AND SERVICES SHALL BE WRAPPED WITH GEOTEXTILE FABRIC MEETING THE REQUIREMENTS OF MN/DOT SPECIFICATION 3733.
- ⑤ SUBDRAIN SHALL BE BEDDED WITH GRANULAR MATERIAL TO A LEVEL 6 INCHES ABOVE THE TOP OF THE SANITARY SEWER MAIN.
- ⑥ MANHOLES SHALL BE PROVIDED CONFORMING TO SANITARY SEWER MANHOLE SPACING REQUIREMENTS. A MAXIMUM OF 2 BENDS WILL BE ALLOWED BETWEEN MANHOLES.

STREET STANDARDS

STREET TYPE	RIGHT-OF-WAY WIDTH	WIDTH (1)	MINIMUM HORIZONTAL RADIUS	MINIMUM TANGENT BETWEEN CURVES	MINIMUM GRADE	MAXIMUM GRADE
	FEET	FEET	FEET	FEET	%	%
PRINCIPAL ARTERIAL	(2)	(2)	(2)	(2)	(2)	(2)
MINOR ARTERIAL	80 (2 LANE) 120 (4 LANE)	41.34 53.34	400	200	0.5	6
EXISTING NEIGHBORHOOD COLLECTOR	66	39.34	250	100	0.5	8
FUTURE NEIGHBORHOOD COLLECTOR	80	39.34	250	100	0.5	8
LOCAL ROAD	66	34	100	50	0.5	10
PRIVATE STREET	N/A	24 (WITHOUT PARKING) 28 (WITH PARKING)	100	50	0.5	10

NOTES

1. TOP BACK OF CURB TO TOP BACK OF CURB.
2. STREET STANDARDS PER MN/DOT AND OLMSTED COUNTY REQUIREMENTS.
3. BASE AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE CITY OF BYRON EXCAVATION AND EMBANKMENT, AND PLANT MIXED ASPHALT PAVEMENT SPECIFICATIONS.

MN/DOT STANDARDS PLATES

THE MOST RECENT VERSION OF THE FOLLOWING MN/DOT STANDARD PLATES SHALL BE INCLUDED IN THE PLAN SET AS APPLICABLE TO THE PROJECT

PLATE NO.	DESCRIPTION
3000M	REINFORCED CONCRETE PIPE (6 SHEETS)
3006H	GASKET JOINT FO R.C. PIPE (2 SHEETS)
3040F	CORRUGATED METAL PIPE CULVERT (STANDARD 2-2/3" X 1/2" CORRUGATION)
3041E	CORRUGATED METAL PIPE (STANDARD 3" X 1" CORRUGATION)
3100G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
3110G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE-ARCH
3133D	RIPRAP AT RCP OUTLETS
3134D	RIPRAP AT CSP OUTLETS
3145G	CONCRETE PIPE OR PRECAST CULVERT TIES
3221D	CORRUGATED STEEL PIPE COUPLING BAND (3 SHEETS)

MN/DOT STANDARDS PLANS

THE MOST RECENT VERSION OF THE FOLLOWING MN/DOT STANDARD PLANS SHALL BE INCLUDED IN THE PLAN SET AS APPLICABLE TO THE PROJECT

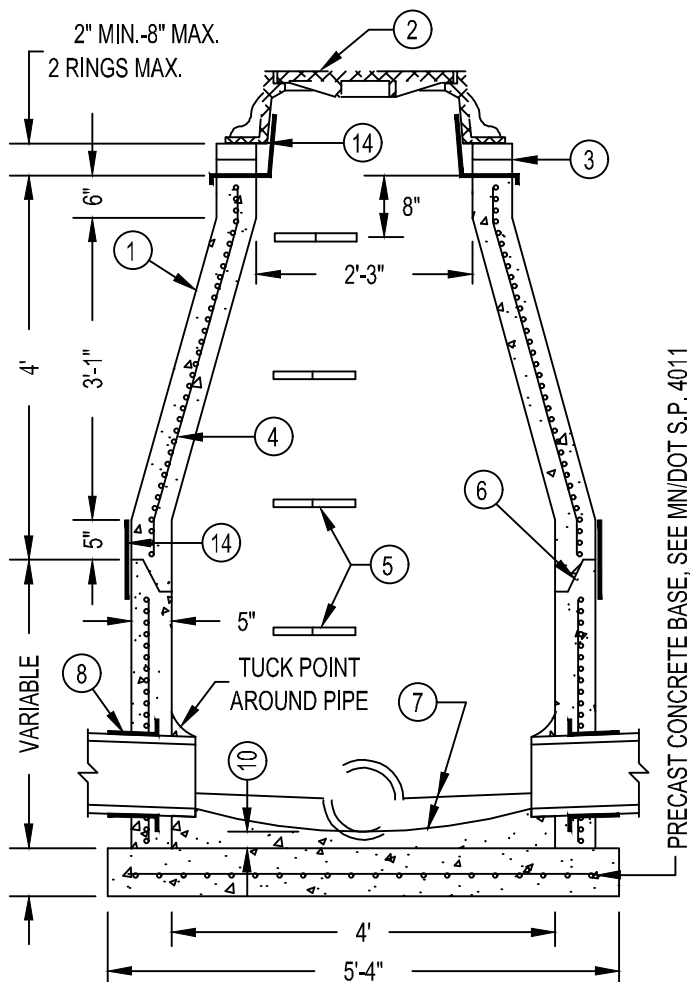
PLAN NO.	DESCRIPTION
5-297.250	PEDESTRAIN CURB RAMP DETAILS (6 SHEETS)
5-297.301	STANDARD PLANTING DETAILS (3 SHEETS)
5-297.404	PERMANENT EROSION CONTROL (3 SHEETS)
5-297.405	TEMPORARY SEDIMENT CONTROL (8 SHEETS)
5-297.440	STANDARD CULVERT BEDDING FOR FLEXIBLE PIPE (WITHOUT TREATMENTS)
5-297.441	STANDARD CULVERT BEDDING FOR RIDGED PIPE (WITHOUT TREATMENTS)
5-297.442	STANDARD STORM SEWER BEDDING FOR RIDGE AND FLEXIBLE PIPE
5-297.811	ALTERNATE PEDESTRIAN ROUTE (APR) LAYOUTS (2 SHEETS)
5-297.813	TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR) DEVICES (2 SHEETS)

ALTERNATIVE DETAIL PLATES

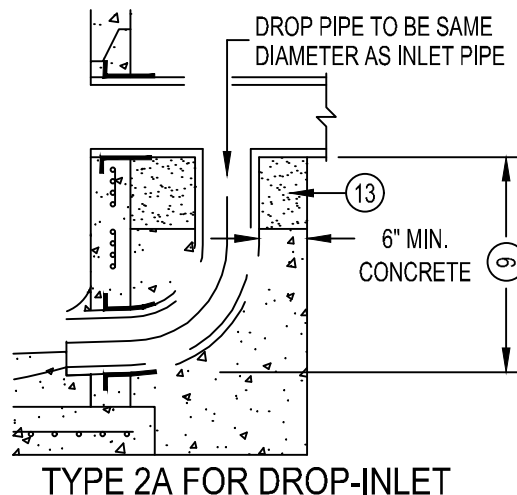
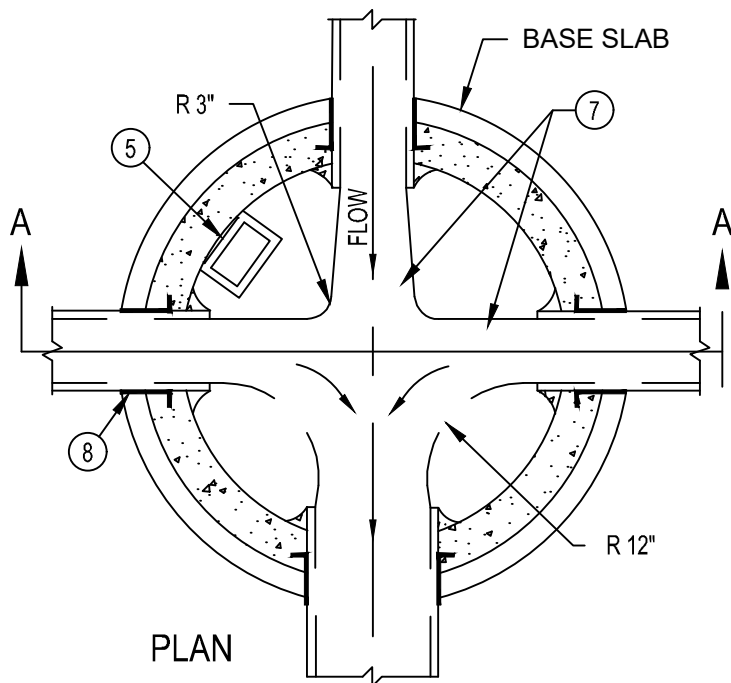
*Approval from the City Engineer is required for the use of Alternative Detail Plates

NOTES

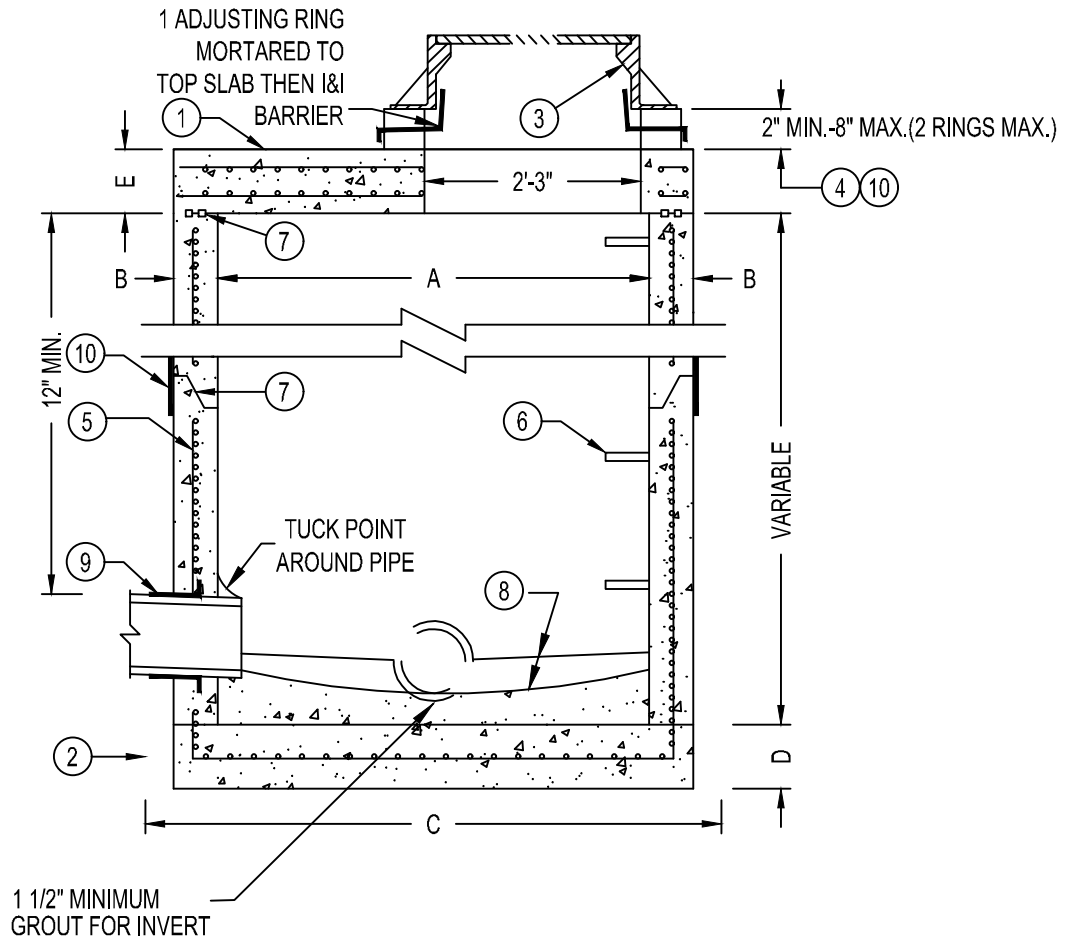
- ① CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
- ② REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO STRUCTURE IN FIELD APPLICATIONS.
- ③ ADJUSTING RINGS SHALL BE PER S.D.P. 1-13.
- ④ REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
- ⑤ STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN (STEPS REQUIRED ON MANHOLE 6' PLUS IN DEPTH).
- ⑥ ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
- ⑦ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
- ⑧ FOR WATER TIGHT SEAL REFER TO MN/DOT S.P. 4007.
- ⑨ DROP INLET USED FOR SAN. SEWER DROPS GREATER THAN 2.0 FT.
- ⑩ MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
11. STRUCTURE TYPE 3 OR 3A REQUIRED FOR NEW SANITARY SEWER CONSTRUCTION.
12. MAXIMUM PIPE SIZE:
24" FOR STRAIGHT THRU TO 135°
18" FOR 90° BEND
- ⑬ DROP PIPE TO BE ENCASED IN GRANULAR ENCASEMENT. USE ENCASEMENT BLOCK AS REQUIRED.
- ⑭ SEE S.D.P. 1-07 FOR MANHOLE WATERPROOFING



SECTION A-A

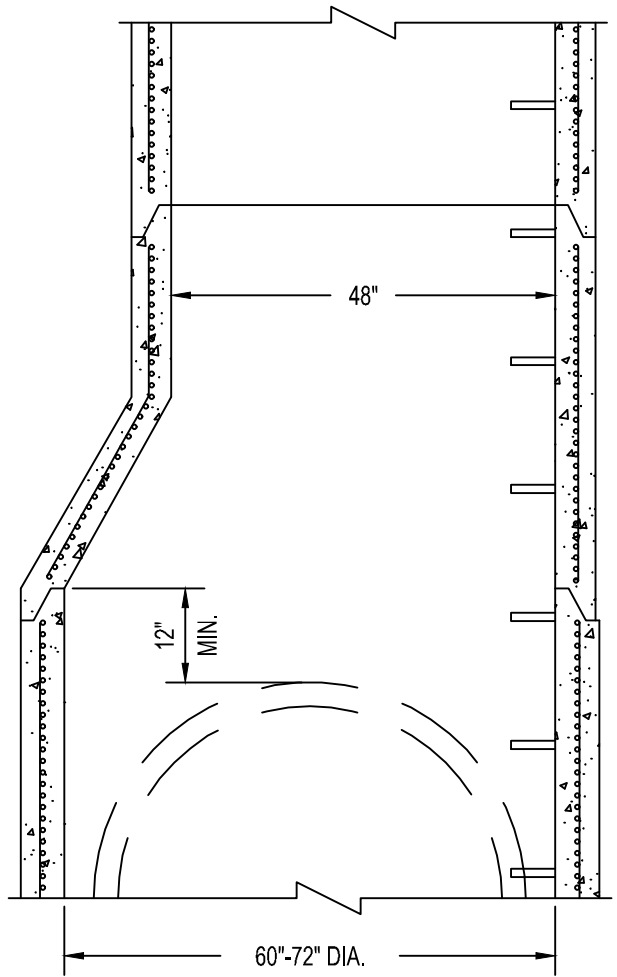
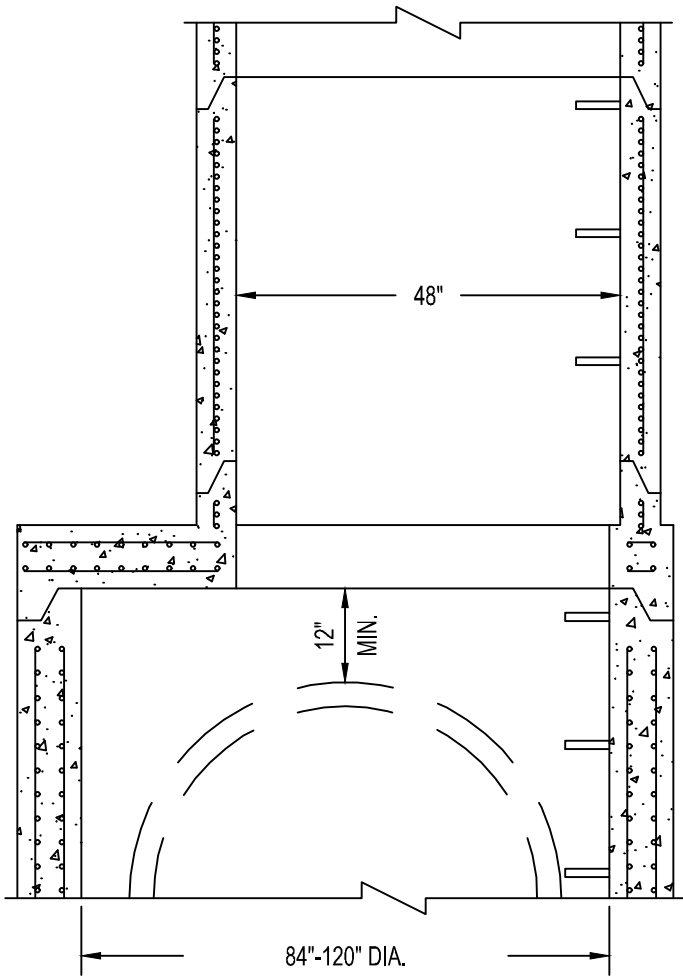


SANITARY MANHOLE

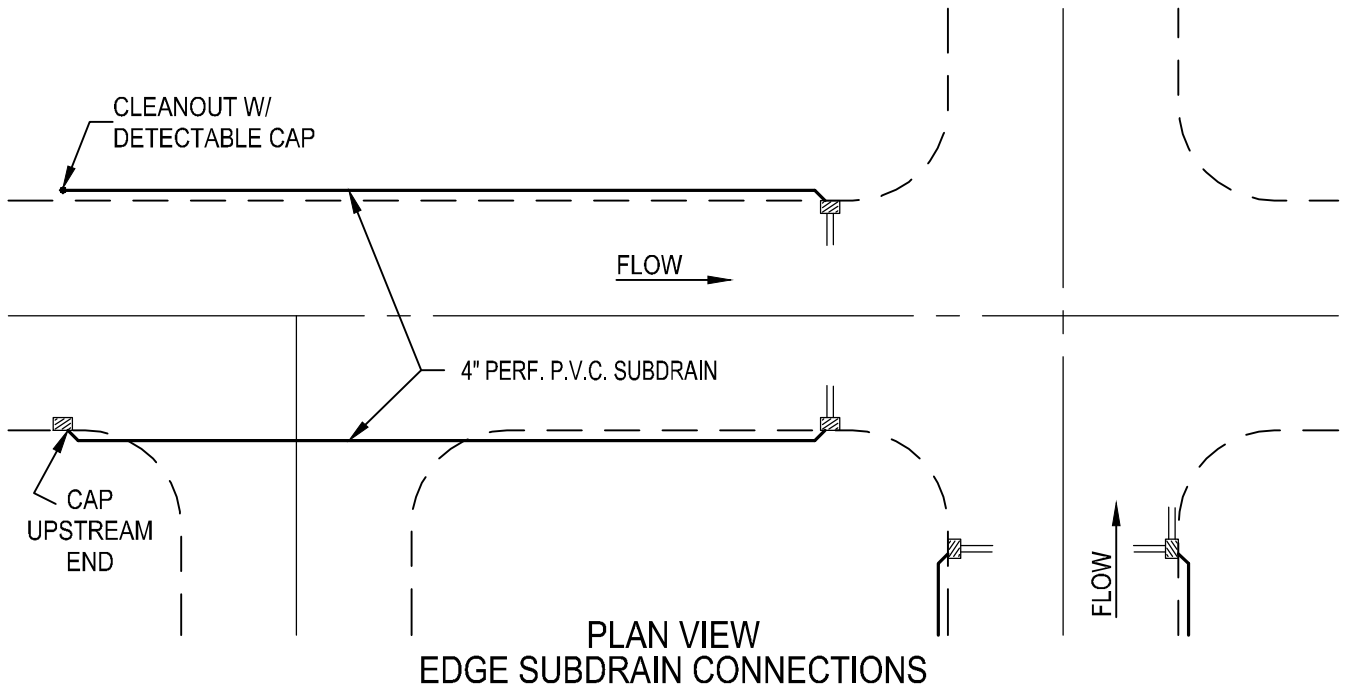


NOTES

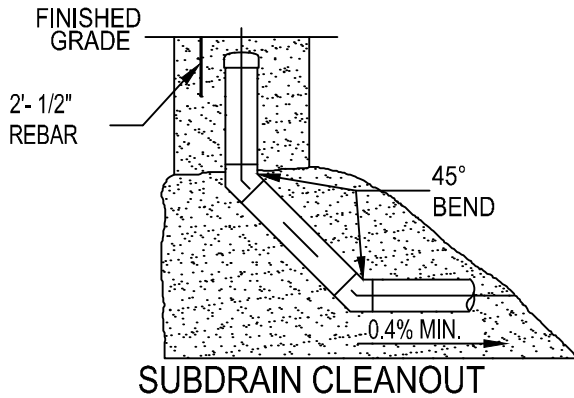
- ① MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020.
- ② MANHOLE BASE SHALL CONFORM TO MN/DOT S.P. 4011.
- ③ REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN FIELD APPLICATIONS.
- ④ ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND BE FULLY MORTARED WITH AIR ENTRAINED CONCRETE. HEIGHT OF RINGS SHALL BE 2" MINIMUM-8" MAXIMUM WITH 2 RINGS MAXIMUM PLUS OR MINUS 1" HORIZONTAL ALIGNMENT.
- ⑤ REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
- ⑥ STEPS ARE SPACED AT 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE. (STEPS REQUIRED ON MANHOLE 6' PLUS IN DEPTH).
- ⑦ ALL JOINTS TO BE GASKETED, WITH 2 ROWS AT TOP SLAB. REFER TO MN/DOT SPEC. 3726.
- ⑧ PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
- ⑨ WATERTIGHT SEAL PER MN/DOT S.P. 4007. REQUIRED FOR SANITARY SEWER USE.
- ⑩ WATERPROOFING FOR SANITARY SEWER MANHOLE PER S.D.P. 1-07
- 11 SHALL ONLY BE USED FOR SHALLOW SANITARY SEWER INSTALLATIONS WHERE A CONE CANNOT BE UTILIZED.



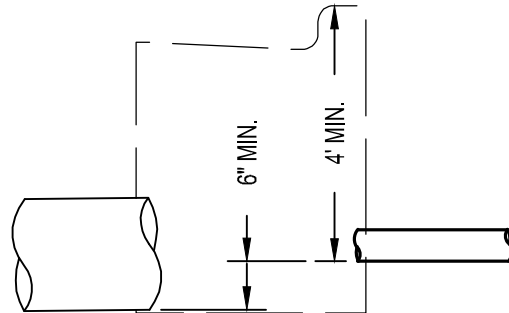
SEE CITY STANDARD PLATES 1-02 THRU
1-04 FOR MANHOLE DETAILS



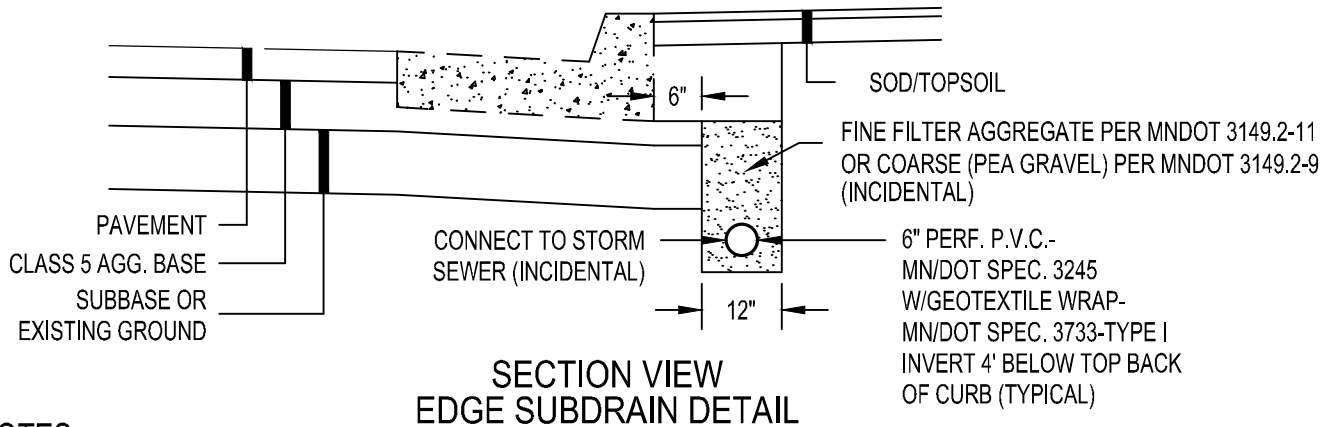
PLAN VIEW
EDGE SUBDRAIN CONNECTIONS



SUBDRAIN CLEANOUT



SUBDRAIN AT STRUCTURE



SECTION VIEW
EDGE SUBDRAIN DETAIL

NOTES

1. TO BE UTILIZED IN AREAS WITH WET SUBGRADE ONLY.
2. THIS DETAIL IS NOT TO BE UTILIZED IN LIEU OF SUBDRAIN DETAIL STANDARD PLATE 7-01.
3. THE UPSTREAM ENDS OF THE PERFORATED PIPE SHALL BE CAPPED WITH A DETECTABLE CAP. THE CAPS ARE INCIDENTAL. PLACE PERFORATED PIPE WITH THE PERFORATIONS DOWN.

CASTINGS - STRUCTURE TYPE 1

TYPE	DESCRIPTION	NEENAH REF. NO.	GRATE SLOTS	REMARKS
B	3' CURB INLET FRAME, GRATE & BOX	R-3067	DIAGONAL	
A	3' DRIVEWAY INLET FRAME & GRATE	R-3290-A	PARALLEL (BICYCLE SAFE)	USE WHERE DRIVEWAY PRECLUDES USE OF TYPE V IN BATTERFACE CURB
TB		R-3501-TB	BI-DIRECTIONAL VANE	USE WHERE DRIVEWAY PRECLUDES USE OF TYPE V IN DRIVEOVER CURB

NOTES:

- CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC 3321.1-2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
- ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
- ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
- ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

CASTINGS - STRUCTURE TYPE 1

TYPE	DESCRIPTION	A	B	C	D	E	F	G	Y	Z
B	3' CURB INLET FRAME, GRATE & BOX	43	31	1 15/16	4	6	11 5/16	5 3/4	35 1/4	17 3/4
A	3' DRIVEWAY INLET FRAME & GRATE	43	31	2	4	6			35 3/4	23 3/4
TB	3' DRIVEWAY INLET FRAME & GRATE	43		1 7/8	4 25/32	8 1/8			35 1/2	26 29/32

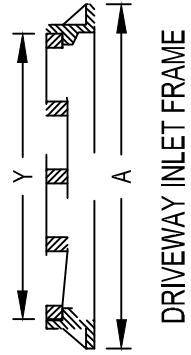
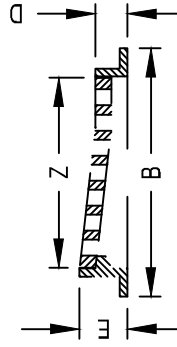
CASTINGS - STRUCTURE TYPE 1

TYPE	MINIMUM OPENING	GRATE SLOTS	REMARKS
B	1.56 SQ. FT.	DIAGONAL	
A	2.6 SQ. FT.	PARALLEL (BICYCLE SAFE)	USE WHERE DRIVEWAY PRECLUDES USE OF TYPE V IN BATTERFACE CURB
TB	3.1 SQ. FT.	BI-DIRECTIONAL VANE	USE WHERE DRIVEWAY PRECLUDES USE OF TYPE V IN DRIVEOVER CURB

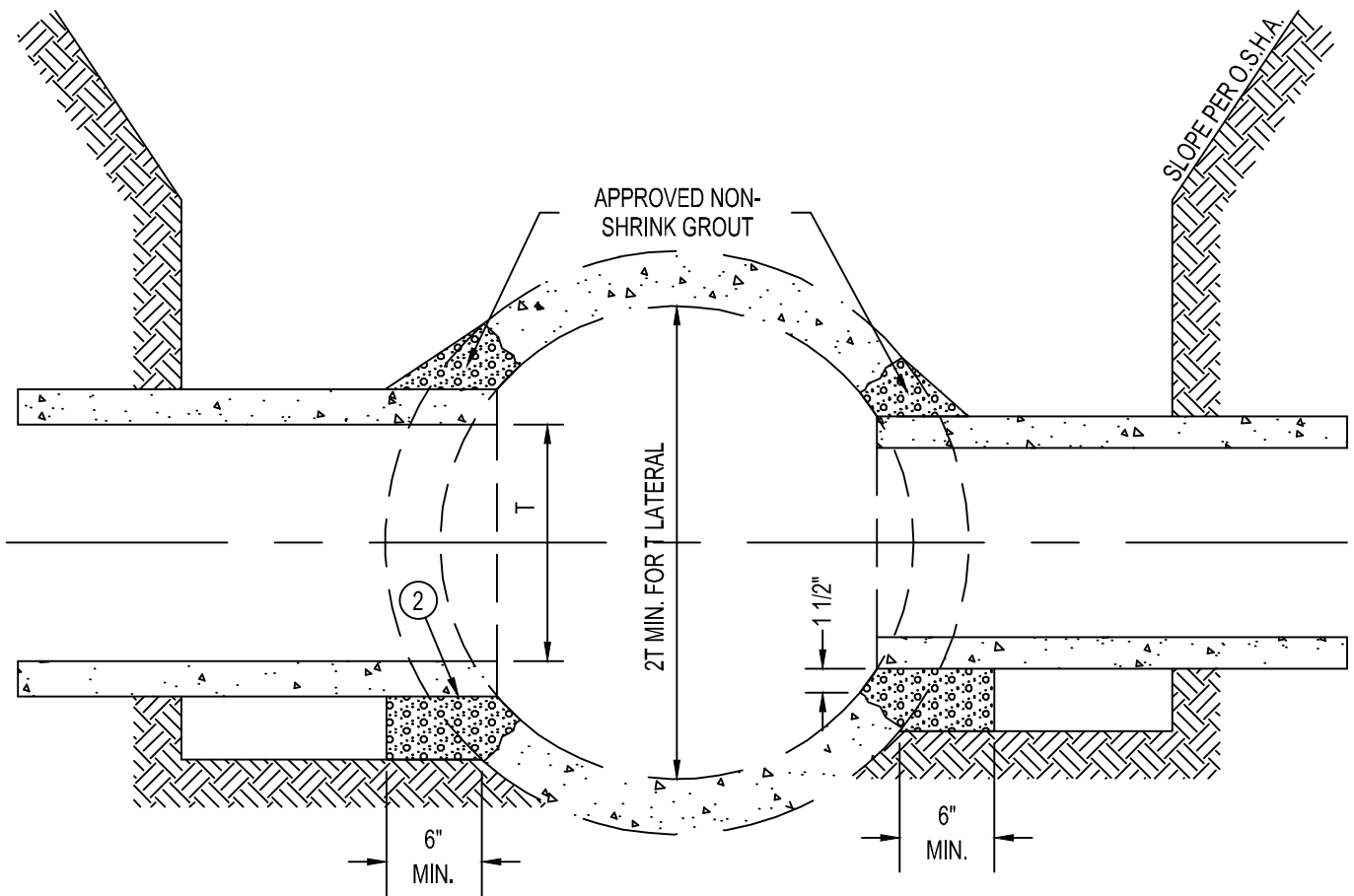
ALL DIMENSIONS ARE MINIMUM AND IN INCHES UNLESS OTHERWISE NOTED.

NOTES:

- CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC 3321.1-2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
- ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
- ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
- ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"



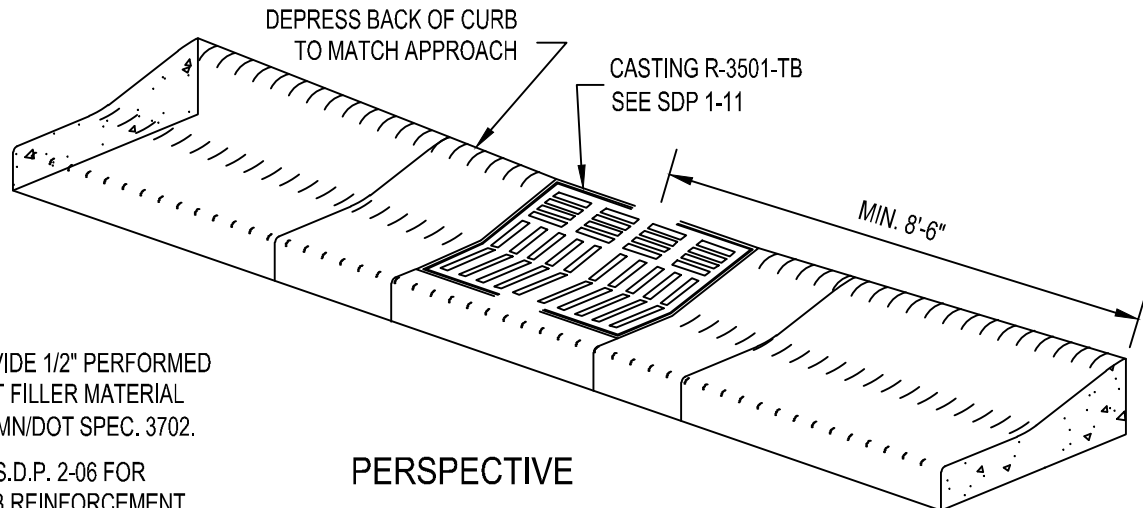
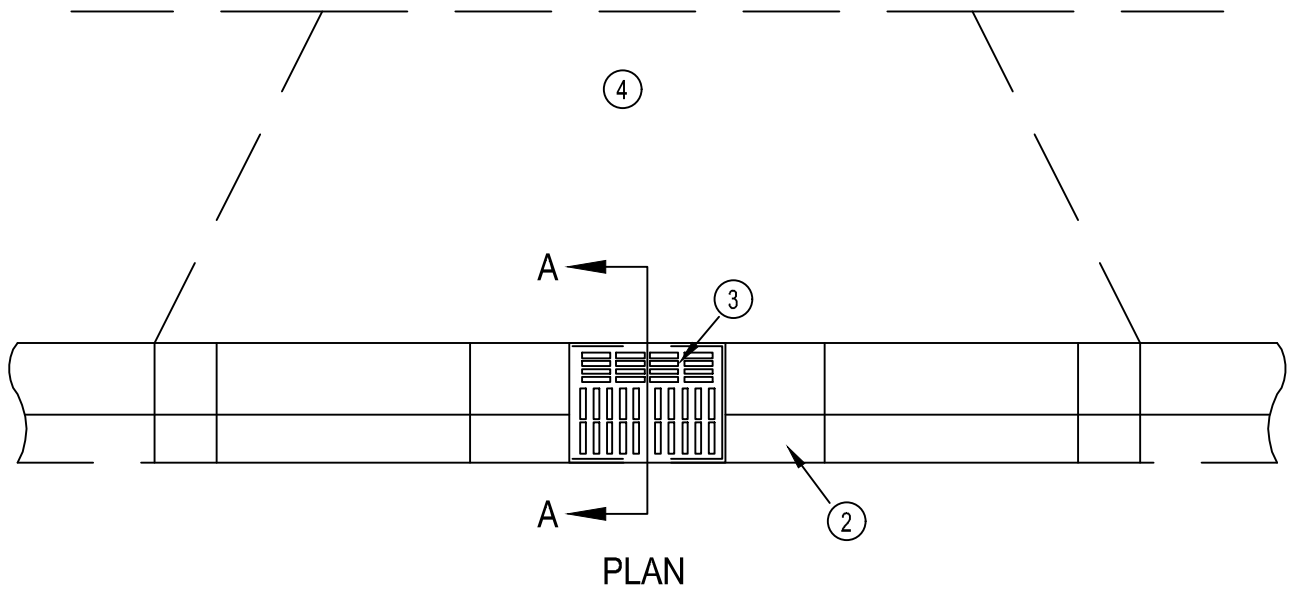
DRIVEWAY INLET FRAME



NOTES

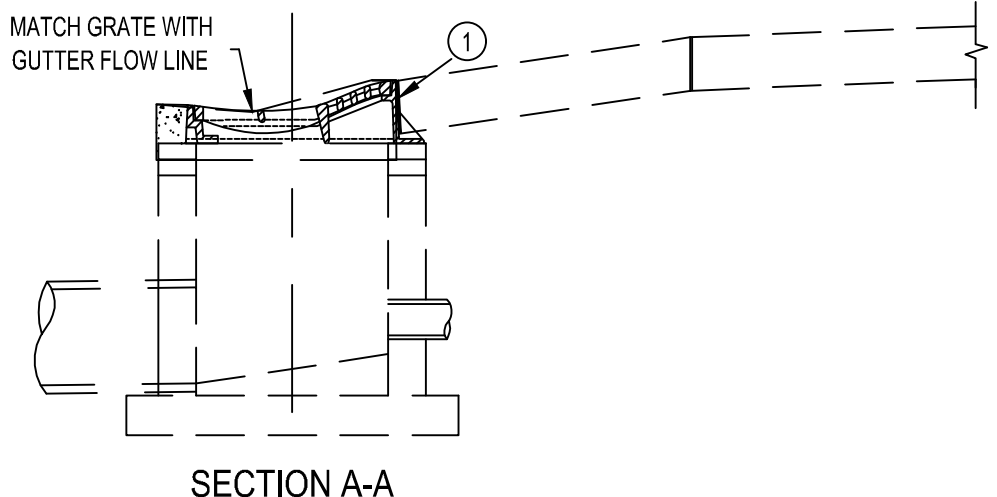
- 1. MANHOLE REQUIRED WHERE LATERAL PIPE OR CONNECTING PIPE EXCEEDS 1/2 MAIN PIPE DIAMETER.
- ② LATERAL PIPE SHALL NOT EXTEND INTO THE CROSS SECTION OF MAIN PIPE BEYOND THAT REQUIRED FOR FULL WALL SUPPORT.

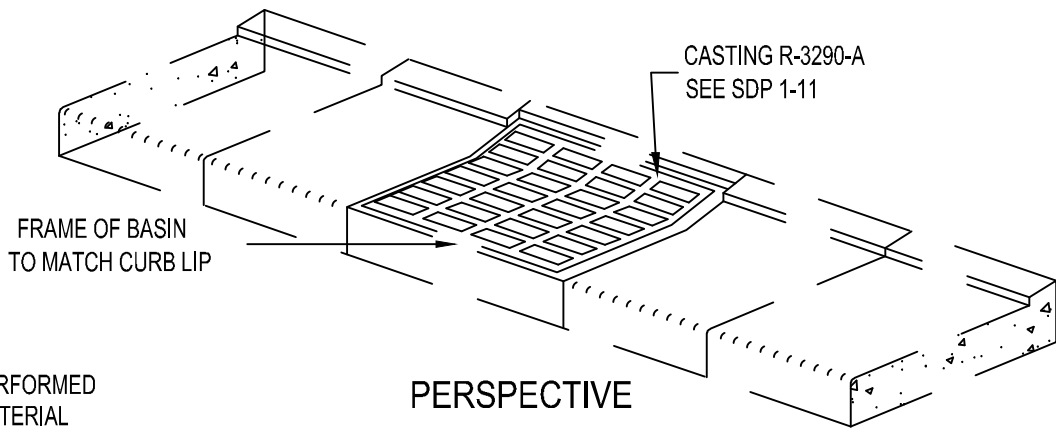
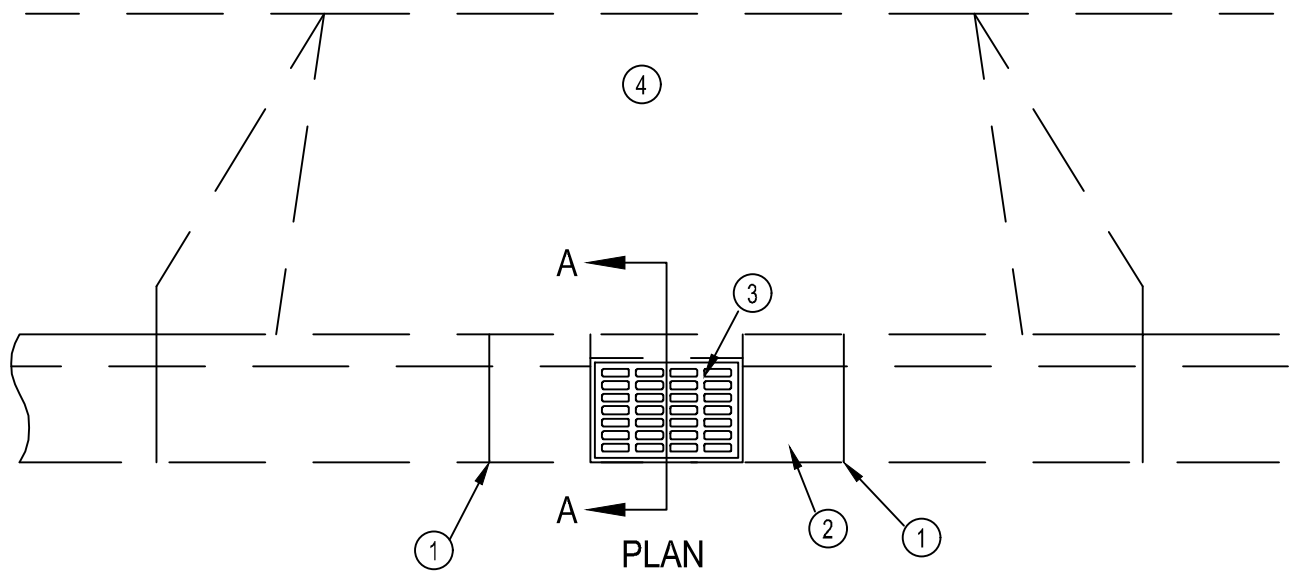
NOTE: ONLY USED WITHIN 3' OF STRUCTURE



NOTES

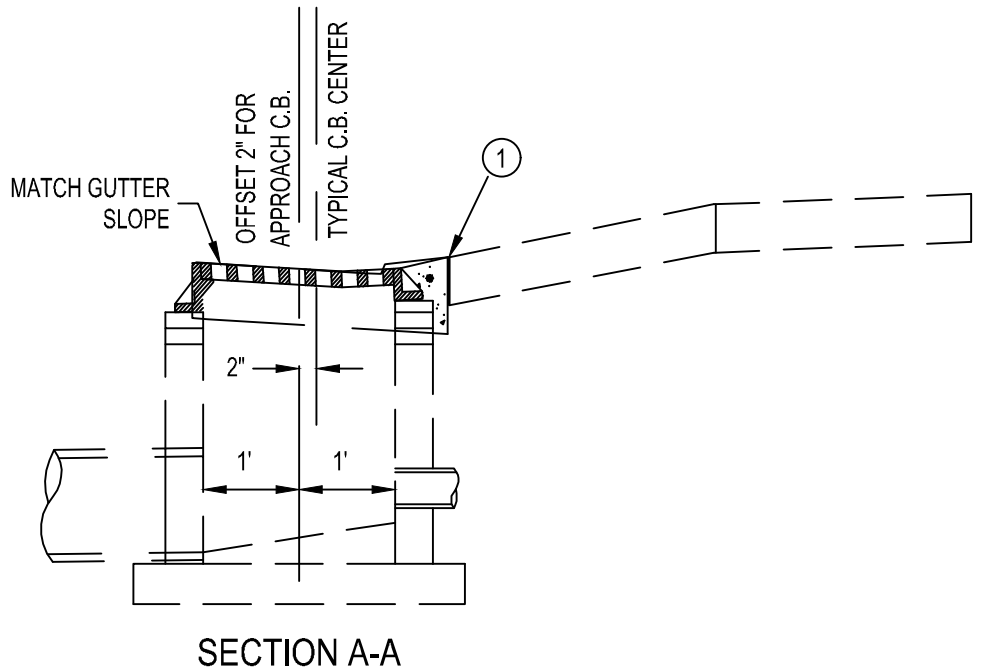
- ① PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
- ② SEE S.D.P. 2-06 FOR CURB REINFORCEMENT AT CATCH BASIN.
- ③ SEE S.D.P. 1-01 FOR CATCH BASIN DETAIL.
- ④ SEE S.D.P. 2-10 FOR DRIVE APPROACH DETAIL.
- 5. NEW CATCH BASINS SHOULD BE PLACED AT PROPERTY LINES AND AWAY FROM POTENTIAL DRIVEWAY AREAS.
- 6. THE PLACEMENT OF NEW CATCH BASINS IN DRIVEWAY ENTRANCES SHALL BE AVOIDED WHEN POSSIBLE.
- 7. CITY ENGINEER APPROVAL IS REQUIRED FOR THE PLACEMENT OF A NEW CATCH BASIN IN A APPROACH DRIVE-OVER CURB.





NOTES

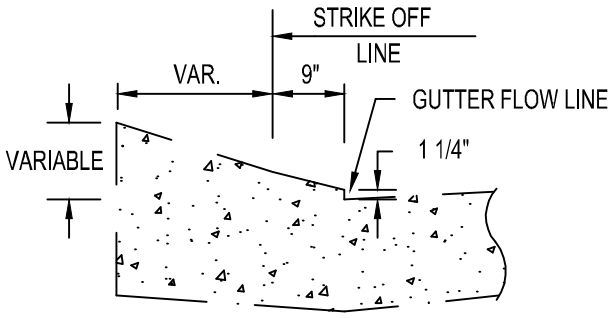
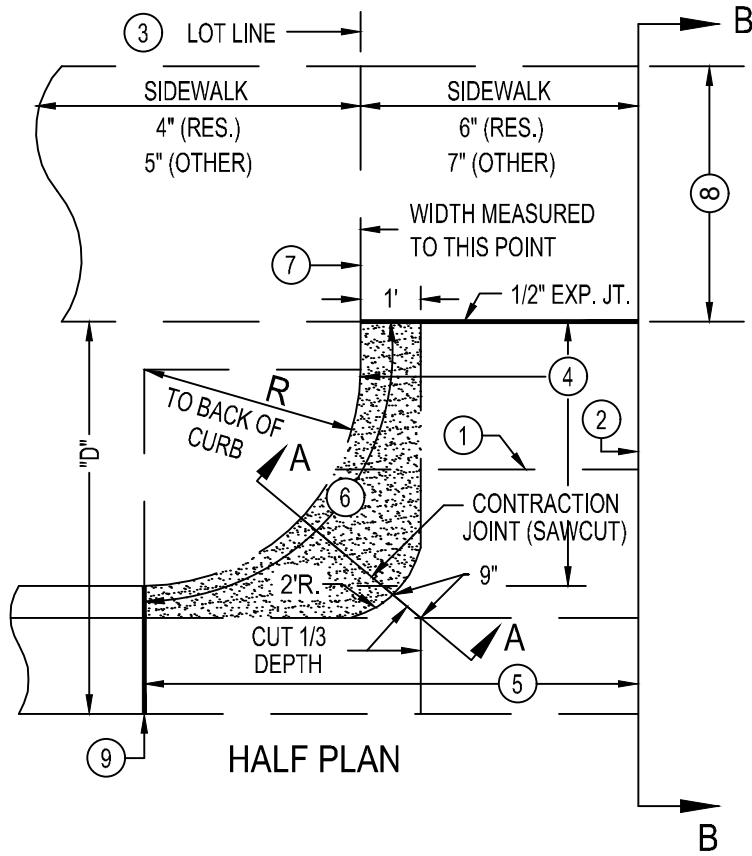
- ① PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
- ② SEE S.D.P. 2-06 FOR CURB REINFORCEMENT AT CATCH BASIN.
- ③ SEE S.D.P. 1-01 FOR CATCH BASIN DETAIL.
- ④ SEE S.D.P. 2-11 FOR DRIVE APPROACH DETAIL.
- 5. NEW CATCH BASINS SHOULD BE PLACED AT PROPERTY LINES AND AWAY FROM POTENTIAL DRIVEWAY AREAS.
- 6. THE PLACEMENT OF NEW CATCH BASINS IN DRIVEWAY ENTRANCES SHALL BE AVOIDED WHEN POSSIBLE.
- 7. CITY ENGINEER APPROVAL IS REQUIRED FOR THE PLACEMENT OF A NEW CATCH BASIN IN A APPROACH BATTERFACE CURB.



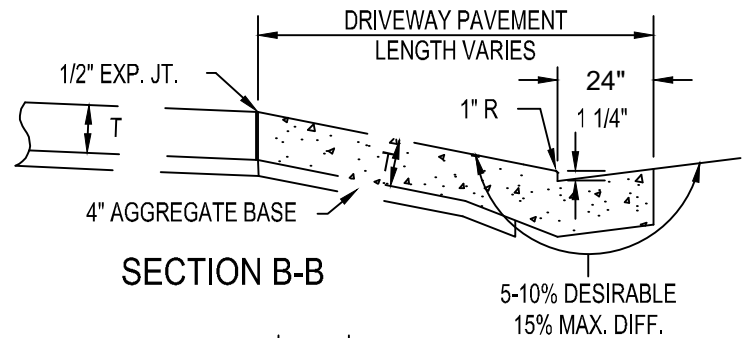
TYPE OF ENTRANCE	WIDTH	R	T
RESIDENTIAL	12'-32"	4'-6"	6"
COMM., IND., ALLEY	12'-32"	6'-6"	7"

NOTES

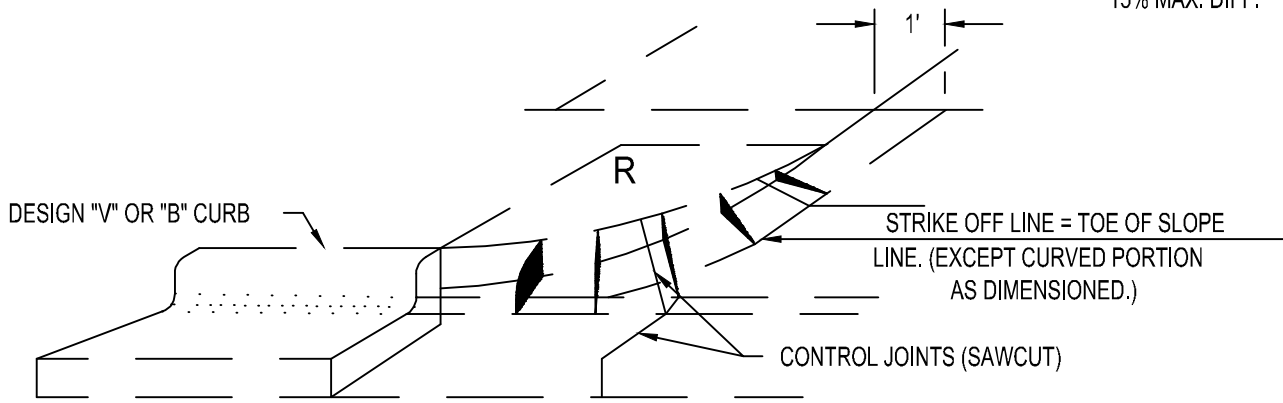
- ① TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D" = 10'-0" OR GREATER, PLACE AT THE CENTER OF THE APPROACH.
- ② CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT FLOW LINE.
- ③ EDGE OF APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
- ④ PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
- ⑤ PAID FOR AS CURB & GUTTER THRU ENTRANCE.
- ⑥ SHADED AREA INDICATES CURB TRANSITION FROM FULL EXPOSURE TO ZERO EXPOSURE.
- ⑦ CONTRACTION JOINT FOR RESIDENTIAL, PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
- ⑧ 36" MINIMUM WALK WIDTH REQUIRED OUTSIDE OF DRIVE TRANSITION AREA.
- ⑨ PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
10. ALL JOINTS SHALL BE SAWCUT.



SECTION A-A



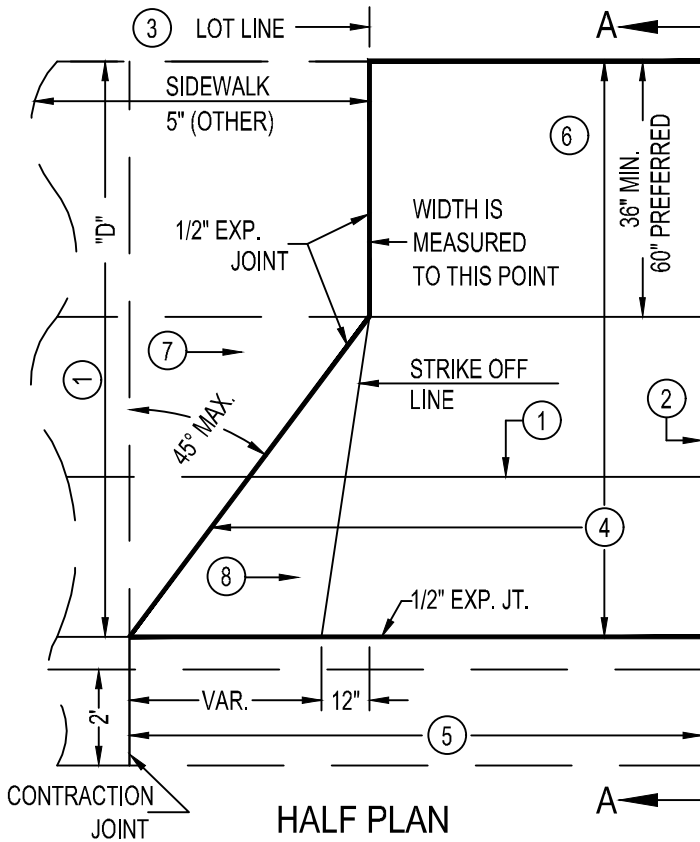
SECTION B-B



PERSPECTIVE

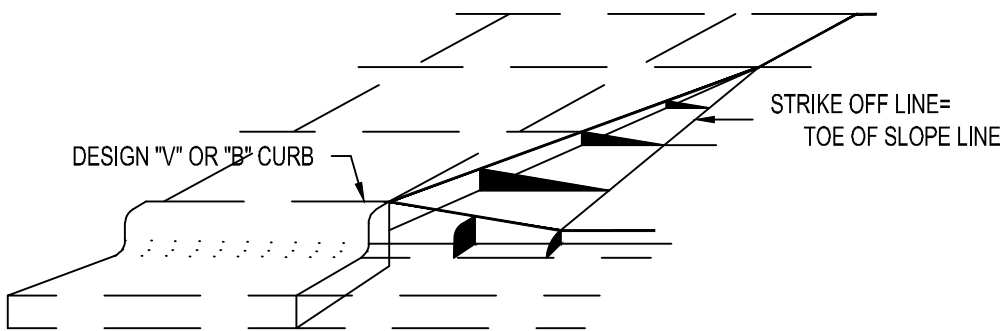
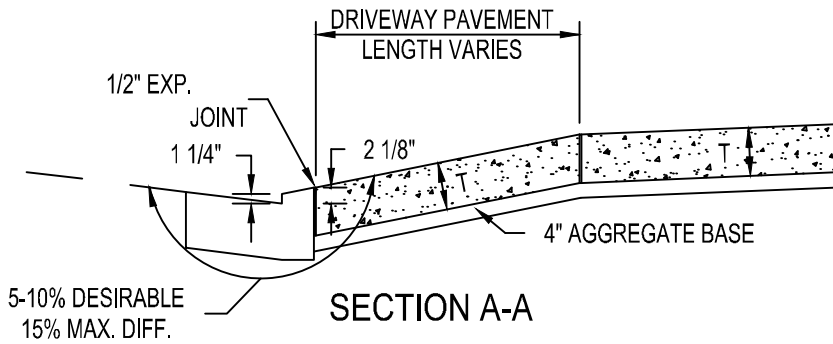
TYPE OF ENTRANCE	WIDTH	T
COMM., IND., ALLEY	12'-32'	7"

T=THICKNESS OF ENTRANCE AND SIDEWALK



NOTES

- ① TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D"=10'-0" OR GREATER, PLACED AT THE CENTER OF THE APPROACH.
- ② CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT THE BACK OF CURB.
- ③ EDGE OF APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
- ④ PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
- ⑤ NO DEDUCTION TO BE MADE IN CURB & GUTTER FOR ENTRANCE.
- ⑥ CROSS SLOPE ON SIDEWALK IS TO BE 2%
- ⑦ SLOPE ADJACENT SIDEWALK AS NECESSARY, TO A MAXIMUM PITCH OF 1:20.
- ⑧ WING SLOPE IS TO HAVE A MAXIMUM PITCH OF 1:10.
9. EXPANSION MATERIAL TO BE PREFORMED JOINT FILLER PER MN/DOT SPEC. 3702.
10. ALL JOINTS SHALL BE SAWCUT.

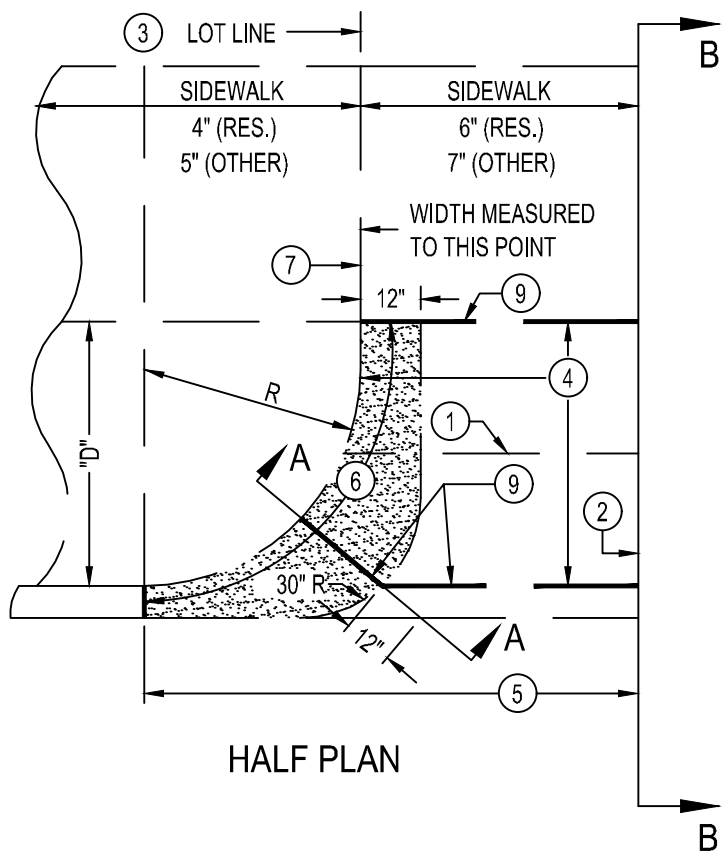


PERSPECTIVE

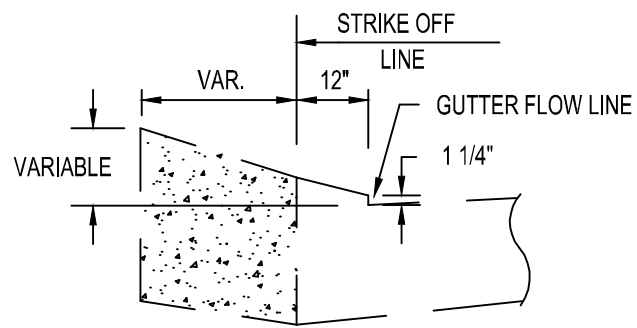
TYPE OF ENTRANCE	WIDTH	R	T
RESIDENTIAL	12'-32"	4'-6"	6"
COMM., IND., ALLEY	12'-32"	6'-6"	7"

NOTES

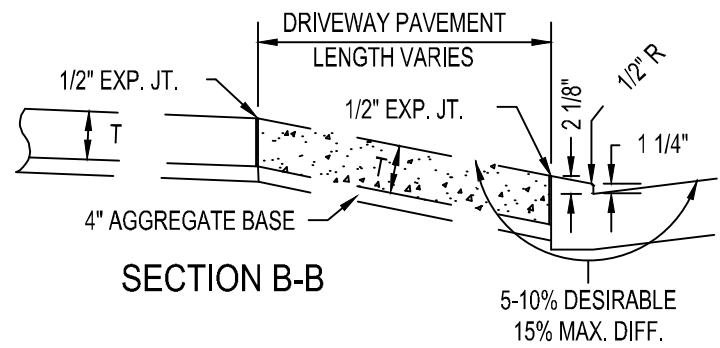
- ① TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D" = 10'-0" OR GREATER, PLACED AT THE CENTER OF THE APPROACH.
- ② CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT FLOW LINE.
- ③ EDGE OF APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
- ④ PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
- ⑤ NO DEDUCTION TO BE MADE IN INTEGRANT CURB AT ENTRANCE.
- ⑥ SHADED AREA INDICATES CURB TRANSITION FROM FULL EXPOSURE TO ZERO EXPOSURE.
- ⑦ CONTRACTION JOINT FOR RESIDENTIAL, PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
8. 36" MINIMUM WALK WIDTH REQUIRED OUTSIDE OF DRIVE TRANSITION AREA.
- ⑨ PROVIDE 1/2" PERFORMED JOINT FILLER MATERIAL PER MN/DOT SPEC. 3702.
10. ALL JOINTS SHALL BE SAWCUT.



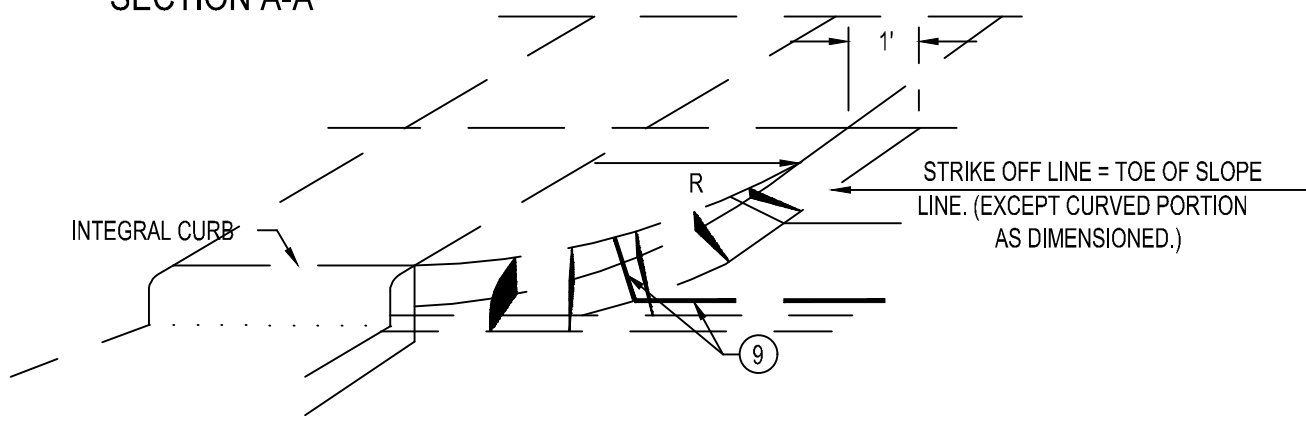
HALF PLAN



SECTION A-A



SECTION B-B

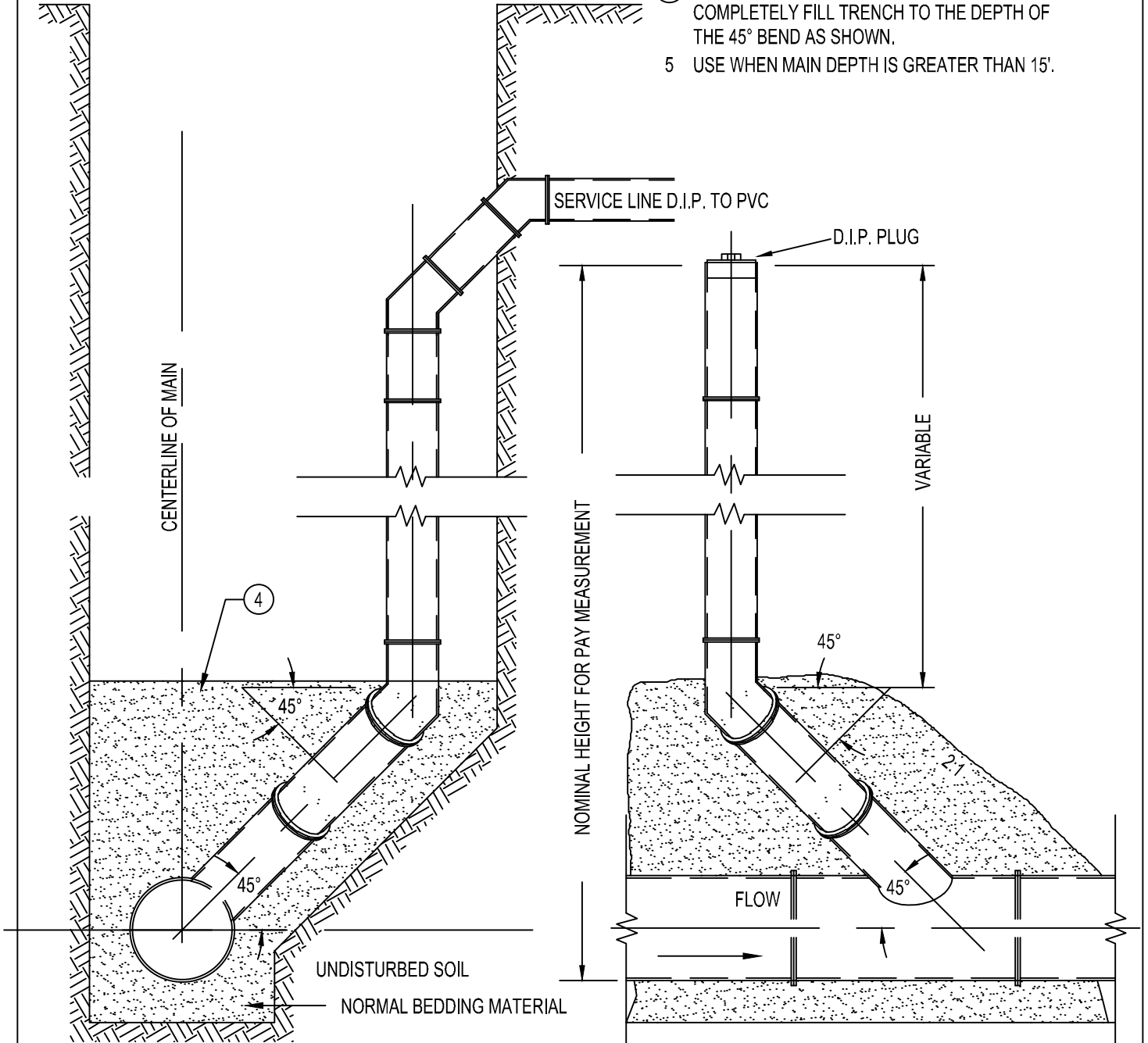


PERSPECTIVE

NOTE: RISER REQUIRED IF SERVICE SLOPE EXCEEDS 10%

NOTES

1. THE BID PRICE TO CONSTRUCT RISER SHALL INCLUDE ALL COSTS AND MATERIALS FOR BEND, RISER PIPE, MORTAR, AND INSTALLATION.
2. DUCTILE IRON PIPE WRAPPED WITH POLYETHYLENE SHALL BE USED FOR ALL RISER CONSTRUCTION.
3. RISER SHALL BE ALLOWED ONLY ON 4" SERVICE LINES.
- ④ FURNISH AND COMPACT BEDDING MATERIAL TO COMPLETELY FILL TRENCH TO THE DEPTH OF THE 45° BEND AS SHOWN.
- 5 USE WHEN MAIN DEPTH IS GREATER THAN 15'.

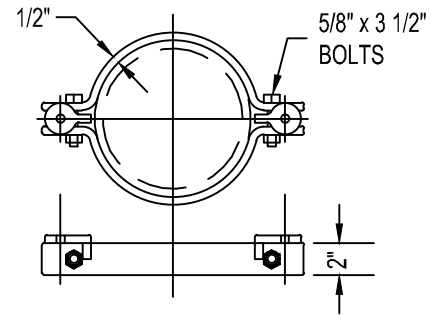
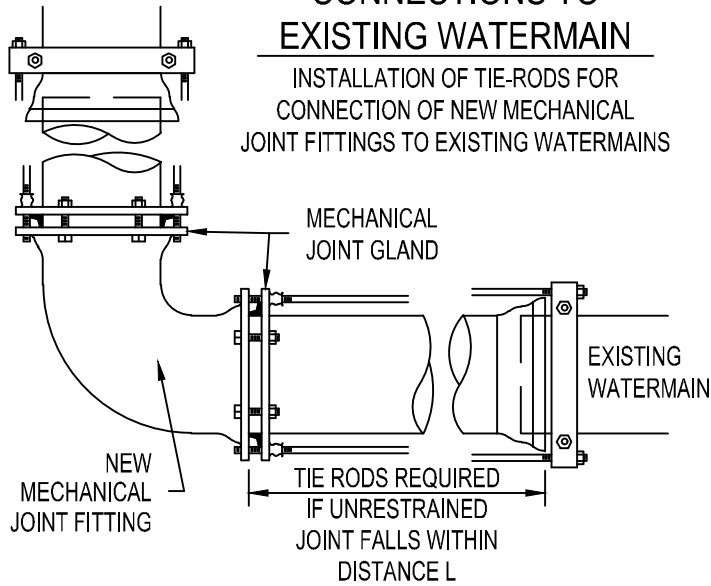


END ELEVATION

SIDE ELEVATION

CONNECTIONS TO EXISTING WATERMAIN

INSTALLATION OF TIE-RODS FOR
CONNECTION OF NEW MECHANICAL
JOINT FITTINGS TO EXISTING WATERMAINS



**SOCKET CLAMP FOR
PIPE FITTINGS**

NUMBER OF 3/4" RODS REQUIRED

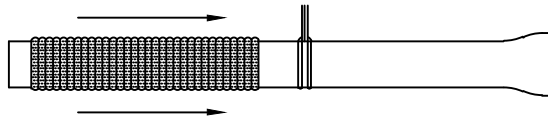
PIPE SIZE INCHES	12" AND LESS	14" AND 16"	18" AND 20"	24"
NUMBER OF RODS	2	4	6	8

MINIMUM DISTANCE TO CLOSEST UNRESTRAINED JOINT (L IN FEET)

TYPE OF FITTING	PIPE SIZE							
	6"	8"	10"	12"	14"	16"	18"	20"
11 1/4° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
22 1/2° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
45° BEND	18.0	18.0	18.0	18.0	19.0	21.4	23.8	26.0
90° BEND	19.6	19.6	24.0	28.2	32.4	36.6	40.8	44.8
TEE	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
PLUG	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
GATE VALVE	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
REDUCERS	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0

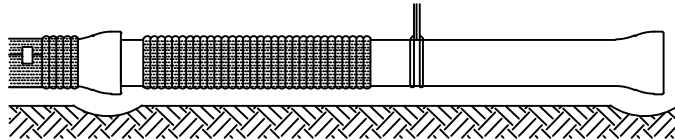
NOTES

1. RODS TO BE GALVANIZED.



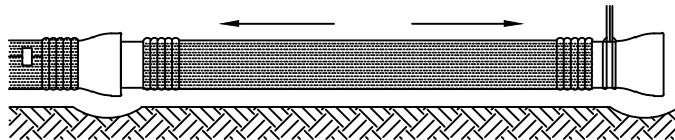
STEP 1

CUT A SECTION OF POLYETHYLENE TUBE APPROX. 2' LONGER THAN THE PIPE, REMOVE ALL MATERIAL THAT MIGHT HAVE ACCUMULATED ON THE PIPE SURFACE DURING STORAGE. SLIP THE TUBE AROUND THE PIPE. BUNCH THE TUBE ACCORDION-FASHION ON THE END OF THE PIPE. PULL BACK THE END OF THE TUBE UNTIL IT CLEARS THE PIPE END.



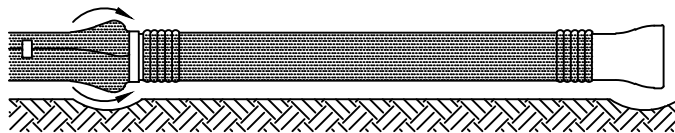
STEP 2

DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM. LOWER THE PIPE INTO THE TRENCH AND MAKE UP THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE.



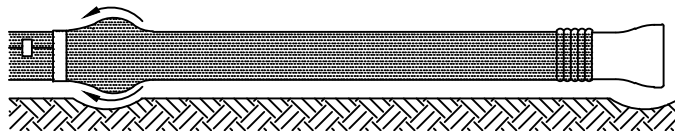
STEP 3

LIFT THE PIPE SLIGHTLY TO PROVIDE ENOUGH CLEARANCE TO EASILY SLIDE THE TUBE. NOTE: MAKE SURE THAT NO DIRT OR OTHER BEDDING MATERIAL BECOMES TRAPPED BETWEEN THE WRAP AND THE PIPE.



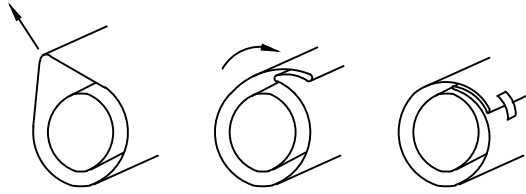
STEP 4

MAKE THE OVERLAP BY PULLING BACK THE BUNCHED POLYETHYLENE AND SECURING IT IN PLACE. NOTE: THE POLYETHYLENE MAY BE SECURED IN PLACE BY USING TAPE, STRING, OR ANY OTHER MATERIAL CAPABLE OF HOLDING IT SNUGLY AGAINST THE PIPE.



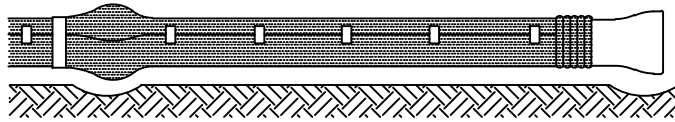
STEP 5

OVERLAP THE SECURED TUBE END WITH THE TUBE END OF THE NEW PIPE SECTION. SECURE THE NEW TUBE END IN PLACE.



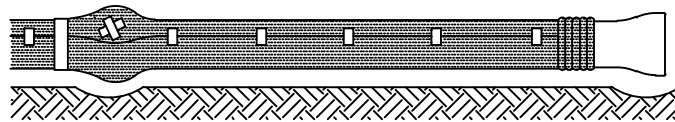
STEP 6

TAKE UP THE SLACK ALONG THE BARREL OF THE PIPE TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD EXCESS BACK OVER THE TOP OF THE PIPE.



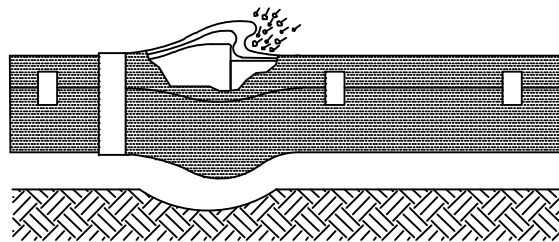
STEP 7

SECURE THE FOLD AT SEVERAL LOCATIONS ALONG THE PIPE BARREL (APPROXIMATELY EVERY 3').



STEP 8

REPAIR SMALL RIPS, TEARS, OR OTHER TUBE DAMAGE WITH ADHESIVE TAPE.



STEP 9

TO PREVENT DAMAGE DURING BACKFILLING, ALLOW ADEQUATE SLACK IN THE TUBE AT THE JOINT. AVOID DAMAGING THE POLYETHYLENE WHEN USING TAMPING DEVICES.

ENGINEERING STANDARDS FOR PUBLIC WORKS

August 15, 2023

Byron, MN

BYRON *Minnesota*
Where Neighbors Become Family. Welcome Home.

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



William K. Angerman, P.E.
Byron Consulting City Engineer

8/15/2023
Date

26436
License No.

Recommended for Approval
City of Byron, MN

Tom Ricke, Public Works Superintendent

Date

Revision Date:

TABLE OF CONTENTS

Revision History Log	
Table of Contents.....	3
SECTION 1: SCOPE.....	5
2000.101 Description.....	5
2000.102 Engineering Requirements.....	5
2000.103 Definition of Terms.....	5
2000.104 Reference Documentation	6
SECTION 2: ROADWAY DESIGN	7
2000.201 Right-of-Way & Street Widths	7
2000.202 Complete Streets	7
2000.203 Typical Cross-Section	7
2000.204 Intersections	7
2000.205 Curbing.....	8
2000.206 Vertical and Longitudinal Alignment and Grades.....	8
2000.207 Geotechnical Report	8
2000.208 Pavement Design	10
2000.209 Private Streets	10
2000.210 Future Side Streets.....	12
2000.211 Treatment of Dead-End Streets	12
2000.212 Location of Utilities.....	12
2000.213 Utility Conduit Crossings.....	13
2000.214 Utility Easements	13
2000.215 Pedestrian and Bicycle Facilities.....	13
SECTION 3: ENGINEERED FILL.....	14
2000.301 General.....	14
2000.302 Definition.....	14
2000.303 Fill Material	14
2000.304 Placement and Compaction	14
2000.305 Testing.....	14
2000.306 Test Results.....	14
SECTION 4: SANITARY SEWER DESIGN.....	14
2000.401 Sanitary Sewer Sizing.....	14
2000.402 Pipe Material.....	15
2000.403 Manhole Structures.....	15
2000.404 Spacing and Alignment.....	15
SECTION 5: WATERMAIN DESIGN.....	15

2000.501	Sizing Watermains	15
2000.502	Pipe Material	16
2000.503	Spacing and Alignment	16
SECTION 6:	STORM SEWER DESIGN	17
2000.601	Stormwater Management Plan	17
2000.602	Sizing Storm Sewer	18
2000.603	Pipe Material	18
2000.604	Manhole and Catch Basin Structures	18
2000.605	Inlet Aprons	18
2000.606	Outlet Structures	19
2000.607	Spacing and Alignment	19
2000.608	Sizing Drainage Way, Open Channels	19
2000.609	Stormwater Treatment Facilities	19
2000.610	Grading Plan Checklist	20
2000.611	Subdrains	20
2000.612	Subsurface Edge Drains	20
SECTION 7:	EROSION AND SEDIMENT CONTROL	20
2000.701	Required Documentation	20
2000.702	Construction Requirements	21
2000.703	Temporary Erosion and Sediment Control	21
2000.704	Permanent Erosion and Sediment Control	21
SECTION 8:	CONSTRUCTION OBSERVATION	21
2000.801	Pre-Construction Conference	21
2000.802	Construction Progress Meetings	23
2000.803	Schedule of Materials Control	25

SECTION 1
ENGINEERING STANDARDS

SECTION 1: SCOPE

2000.101 Description

In order to standardize engineering requirements for Developers and Engineers performing work within the City of Byron, it is important that certain standards be followed.

These standards state certain requirements, materials, and standards that shall be incorporated into the preparation of plans and specifications for sanitary sewer, storm sewer, stormwater treatment best management practices (BMPs), watermains, subdrain, drain tile, service connections, pedestrian facilities, street construction, and associated erosion control within the City of Byron, unless otherwise authorized by the City Engineer.

Compliance with these standards will help provide quality projects and assure uniform performance standards for the citizens of Byron.

2000.102 Engineering Requirements

As set forth in various sections of City ordinances, developers of property within the City are required to submit certain professionally prepared and signed plans and specifications for review and approval by the City. These include such items as grading plans, stormwater management plans, topographic surveys and plats, street and utility plans and specifications.

All plans and specifications shall be prepared by or under the direction of a Professional Engineer (herein after "Engineer") licensed under the laws of the State of Minnesota.

The Engineer shall be responsible for the accuracy and completeness of the plans and specifications. The Engineer shall provide the City with record drawings of the constructed improvements. The record drawings shall depict the field locations of the constructed improvements, constructed invert elevations of the sanitary sewer and storm sewer structures and constructed pipe slopes. The Engineer shall annotate on the review set and record drawings that all location and elevations of storm and sanitary have been verified. The Engineer shall be familiar with all of the reference documents listed herein.

The City Engineer will review the plans for compliance with City practice. Approval of the plans and specifications by the City does not relieve the Engineer of full responsibility for the adequacy of design or accuracy of computations and details.

Engineering obligations include preparation of plans and specifications and field staking to assure the City that the completed project is in conformance with the approved plans and specifications, and submission of record drawings.

2000.103 Definition of Terms

A. City Engineer

City Engineer as used herein is defined as the licensed engineer designated by the governing body to furnish engineering assistance for the administration of these regulations.

B. Contractor

Contractor as used herein is defined as a company that performs construction activities for the public infrastructure facilities.

C. Design Exception

The City Council may authorize a modification or exception to the design standards listed in this section as recommended by city staff based on characteristics unique to the property.

D. Developer

Developer as used herein is defined as a person, company, corporation, or limited partnership that develops property within the City of Byron.

E. Engineer

Engineer as used herein is defined as Professional Engineer licensed under the laws of the State of Minnesota.

F. Public Works

Public Works as used herein are defined as those facilities for transportation, conveyance of sanitary and storm flows and potable water that are constructed within the public right-of-way or on public easements for the use of the general public. The Public Works Department is that department of the City of Byron responsible for the management and oversight of Public Works facilities.

2000.104 Reference Documentation

The following reference documentation shall be the latest edition, including amendments and published updates.

A. Minnesota Department of Transportation (MN/DOT)

1. Standard Specifications for Construction
2. Standard Detail Plates
3. Standard Detail Plans

B. Great Lakes-Upper Mississippi River Board of State and Provincial Health and Environmental Managers (Commonly called 10 States Standards)

1. Recommended Standards for Wastewater Facilities
2. Recommended Standards for Water Works

C. Minnesota Department of Health

1. Chapter 4715 Plumbing Code
2. Chapter 4720 Public Water Supplies
3. Chapter 4715 Wells & Borings
4. Chapter 4715 Explores & Exploratory Borings

D. City of Byron

1. Standard Specifications
 2. Standard Detail Plates
 3. Checklist for:
 - a. Grading Plan
 4. Building and Fire Prevention Code
 5. Zoning and Subdivision Ordinance
- E. Byron Comprehensive Plan 2040
- F. Minnesota Pollution Control Agency (MPCA) Minnesota Stormwater Manual

SECTION 2: ROADWAY DESIGN

2000.201 Right-of-Way & Street Widths

For classification of streets and resulting widths, refer to the Street System Plan Map in the Byron Comprehensive Plan 2040 and the City of Byron Standard Detail Plate 8-01.

2000.202 Complete Streets

Per sections 151-019 and 151.024.(4) of the City of Byron Subdivision Regulations.

2000.203 Typical Cross-Section

Cross-slope – desired 2% on driving lanes (maximum with design exception request 3%), 2% to 5% on parking lanes, and 2% to 5% on boulevards.

A 2' clear zone area shall be provided from the face of curb to the face of any obstruction.

Sidewalk location – 0.5' from property line.

2000.204 Intersections

Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two new streets at an angle of less than 75 degrees shall not be permitted. An oblique street should be curved approaching an intersection and should be approximately at right angles for at least 100 feet therefrom.

No more than two streets shall intersect at any one point unless specifically approved by the City Council.

Proposed new intersections along one side of an existing street shall, wherever practicable, coincide with any existing intersections on the opposite side of such street. Street jogs with center-line offsets of less than 150 feet shall not be permitted. Where local or collector streets intersect arterial streets, their alignment shall be continuous. Intersection of arterial streets shall be at least 1,000 feet apart.

Streets parallel to a railroad when intersecting a street which crosses the railroad at grade shall, to the extent practicable, be at a distance of at least 150 feet from the railroad right-of-way. Such distance shall be determined with due consideration

of the minimum distance required for future separation of grades by means of appropriate approach gradients.

2000.205 Curbing

All urban streets and private roads, with the exception of alleys, shall be constructed with concrete curb and gutter on both sides.

Curb and gutter shall be design B-624 in all commercial/industrial streets, all multi-family residential (more than 2 families per dwelling unit), all streets centerline grade of 8% or steeper, all intersection radii, at drainage structures, and on residential street sections absent of driveway entrances as directed by the City Engineer.

Minimum longitudinal slope on curbing is 0.5%. The minimum longitudinal slope on curbing for the radial portion of a cul-de-sac is 1%.

4" drive over concrete curb and gutter will be permitted at one and two family residential areas where driveway locations have not been established and street grades are less than 8%.

Pedestrian ramps, conforming to the latest version of MN/DOT Standard Plan 5-297.250, shall be placed at all intersection corners.

Where sidewalk abuts curb, the curb shall include a sill on the back on which the walk will rest.

Minimum curb radius at the intersection of two local streets shall be at least 20 feet; and minimum curb radius at an intersection involving a collector street shall be at least 25 feet. Abrupt changes in alignment within a block shall have the corners cut off in accordance with standard engineering practice to permit safe vehicular movement.

Expansion joints shall be placed at the ends of all curved sections, at the ends of the curved portions of street returns, at drainage structures, and where abutting other concrete. The spacing of joints shall not exceed 300 feet.

2000.206 Vertical and Longitudinal Alignment and Grades

Longitudinal alignment and grades shall be designed in accordance with the City of Byron Standard Detail Plate 8-01.

2% maximum longitudinal grade through intersections to within 25' of assumed stop condition or the right of way line extended whichever is greater. Intersection cross-slope crown rollover shall be 3% maximum.

Vertical alignment shall be designed utilizing K values from Chapter 3 of the latest edition of the Minnesota Department of Transportation Road Design Manual. K values shall be selected based on the design speed and curve type.

2000.207 Geotechnical Report

All projects that include Public Works improvements shall include a Geotechnical Report prepared and signed by a geotechnical professional. On City-led projects, a condensed version may be accepted at the discretion of the Engineer.

A. The report must contain the following:

1. The purpose and goals of the report.

2. The methodology used of field investigation/observation and laboratory analysis.
 3. Description of soils and geological setting.
 4. Maps showing field observation locations and findings.
 5. Soil boring log and test pit profiles.
 6. Ground water level presence and indication of past ground water.
 7. Laboratory test results and conclusions.
 8. Special/unique observations.
 9. Descriptions of rock locations and characteristics.
 10. Descriptions of unsuitable soil locations and characteristics.
 11. Descriptions of manmade features/pavements, locations and characteristics.
- B. Geotechnical Report must contain the following conclusions and recommendations as appropriate for the project:
1. Material management
 - a. Topsoil thickness and appropriate ultimate placement.
 - b. Soils that are not suitable for placement in street and disposition of those materials.
 - c. Shot rock maximum size to be suitable for placement in street and disposition of oversized rocks.
 - d. Existing pavement rubble and rubble from manmade structures.
 2. Soil placement recommendations related to structures.
 3. Utility installation geotechnical recommendations.
 4. Fill and backfill recommendations.
 5. Soil placement/compaction/maximum moisture recommendations.
 6. Slope stability recommendations.
 7. Recommendations related to retaining walls and other special structures.
 8. Trench sloping recommendations.
 9. Drainage and drain tile recommendations.
 10. Likelihood of Karst or similar conditions and recommended actions should conditions be found.
 11. Materials testing, proof roll, etc. recommendation greater than those required for normal projects.
 12. Pavement design soil factor (R-value) and explanation for recommendation.
 13. A Decorah Edge report is required for projects that potentially impact the Decorah Edge. Development projects that potentially impact the Decorah Edge are regulated per Olmsted County Ordinance Chapter 3700.

14. Other recommendations.

C. The report may include the following:

1. Pavement Design Report, as a separate section.
2. Conclusions and recommendations related to the installation of public utilities and other infrastructure.
3. Information related to the mass grading of the site, for the preparation of building pads and footings and foundations, and for the placement and compaction of private streets and parking lots.

2000.208 Pavement Design

All flexible pavements shall be designed in accordance with the procedures set forth in the Pavement Manual of the Minnesota Department of Transportation.

All projects that include street pavements, shall include a Pavement Design Report prepared and signed by a licensed professional engineer. The report shall utilize the conclusions and recommendations of the Geotechnical Report.

A. The report must contain the following:

1. The purpose and goals of the report.
2. The Mn/DOT methodology used for the analysis.
3. Soils factor or R-value used. Recommended measures shall be provided for special conditions such as excess moisture or highly expansive soils.
4. Equivalent Single Axle Load Traffic Forecasting with volume and vehicle type distribution (6% trucks minimum) used for the recommendations. Indicate the source of the projections.
5. 50-year pavement life, including maintenance preservation schedule for overlay, seal coat, or rehabilitation.
6. Summary of calculations containing layer thickness of flexible pavement, aggregate base and granular subbase or geotextile fabric.

B. Unless otherwise directed by the City Engineer, the minimum structural sections are as follows:

1. Flexible pavements include 4" bituminous surfacing, 10" Aggregate Base, Breaker Run (as required for subgrade corrections), and Geotextile Type 7 non-woven.
2. Aggregate Subbase – Breaker Run for subgrade correction shall be in accordance with Section 200.501 of Excavation and Embankment Specifications 200 of the City of Byron.

2000.209 Private Streets

Private streets must conform to the same City design standards (except width) as public streets and the following requirements:

A. Utility Easements

A utility easement with a minimum width of the street width plus an additional 10 foot width along each side of the street shall be provided along all private streets that contain public utilities to accommodate City maintenance activities.

B. Intersection Sight Distance

Sight distance at the intersection of private and public streets shall be provided in accordance with the current version of the MN/DOT Road Design Manual section 5.2.02 Intersection Sight Distance.

The required sight corners shall be free from obstructions.

C. Storm Sewer Design

Storm sewers shall be designed for the 10-year frequency storm (Atlas 14 Intensity-Duration-Frequency (IDF) curve) without surcharging of pipes, with a safe overflow provided for the 100-year frequency storm. Sizing shall address future flows from off-site. Rational or SCS methods may be used for run-off with pipe capacity determined by Manning's formula. The minimum storm sewer pipe size shall be twelve (12) inch diameter.

Gutter spread from a 10-year frequency storm for a private street shall provide for a twelve (12) foot unobstructed travel lane within the street for emergency vehicles.

Spacing of catch basins shall be as necessary for inlet capacity and as necessary to meet the pavement water spread restriction above.

Catch basins shall be located at intersections to prevent water from flowing across intersections (no valley gutters are allowed).

D. Emergency Vehicle Access

All developments which do not have frontage on a public street shall provide access for fire vehicles and emergency apparatus from a public street as follows:

1. The street shall be designed to withstand the loads from the emergency vehicles.
2. A fire lane shall be required to provide access to any portion of any structure which is more than:
 - a. one hundred and fifty (150) feet from the nearest street right-of-way when the structure is thirty (30) feet or less in height; or
 - b. fifty (50) feet from the nearest street right-of-way when the structure exceeds thirty (30) feet in height.
3. In addition to the situations above which require a fire lane, a fire lane to provide access to any part of a building may also be required if the zoning administrator determines that the distance of a structure from the nearest hydrant, the configuration of structures on a site, or other special characteristics of the site otherwise inhibit rapid, effective fire extinguishment.
4. The Zoning Administrator in consultation with the fire chief, may determine that the public health and safety require fire lanes in addition to private fire protection facilities required by the Building Code for any

structure classified as a high hazard use; any structure to be occupied by uses which involve extreme risks of fire, smoke, explosion, or toxic gas; or structures to be used as places of assembly for large congregations of people.

2000.210 Future Side Streets

Where accesses to future subdivision of adjacent land are shown on the plans, right-of-ways and all roadway improvements including, pavement, curb and gutter, and utilities on the side street, shall be constructed and extended to the boundary of the development. Projected profiles and alignments of the future street shall be shown on the plans.

2000.211 Treatment of Dead-End Streets

A. Dead End Streets (Temporary)

Shall be per section 151.024(c)(2) of the City of Byron Subdivision Regulations and shall comply with the City of Byron Standard Detail Plates.

B. Dead End Streets (Permanent)

Shall be per section 151.024(c)(3) of the City of Byron Subdivision Regulations.

The minimum radius of a cul-de-sac to the top back of curb shall be 44 feet.

The minimum radius of the right-of-way around the cul-de-sac shall be 60 feet.

C. Dead End Street Sections

1. Temporary

a. Minimum temporary surface section shall include 6 inches of aggregate base and 3 inches bituminous.

b. Paved surface shall be as shown on the City of Byron Standard Detail Plates or the equivalent minimum radius according to the requirements for a cul-de-sac.

c. Erosion and sediment control measures shall be taken to prevent soil erosion. They shall be properly maintained, according to the schedule submitted to and approved by the City, until the permanent street is constructed, or another permit holder assumes responsibility.

d. The barricade length shall match the street width.

2. Permanent

a. The cul-de-sac section shall match the section of the street.

2000.212 Location of Utilities

The general criteria for placement of utilities within the right-of-way is as follows:

Material	Horizontal Alignment	Vertical Depth
Sanitary Sewer*	Center of street or, maximum 5.5' from center on curvilinear streets	7 ft over top
Watermain*	10' clear and parallel, to sanitary sewers and 10' clear and parallel, to storm sewers.	7ft over top
Storm Sewer*	5' - 10' clear and parallel, to sanitary Sewer.	2ft over top
Subdrain	Parallel to the sanitary sewer and 2' below the sanitary sewer to allow for services.	9 ft over top
Electric Telephone Cable TV, Gas	Easement adjacent to ROW	Per MN Statutes

* Sanitary Sewer, watermains, storm sewer, and subdrain are generally to be kept within the paved street area. In no case shall the sewer or watermain be placed within 3 feet of the lip of gutter. Public sewer and watermains outside the public right-of-way are to be located in dedicated public easements. When narrow roadway width cannot accommodate alignment spacing, the storm sewer may be placed closer to the curb. Landscaping features should be kept outside utility easement areas in order to facilitate future utility maintenance activity.

2000.213 Utility Conduit Crossings

Utility ducts shall be constructed according to the City of Byron Standard Detail Plates and placed across streets at locations provided by the Electric, Telephone, Gas, and Cable TV companies. The Engineer shall include the ducts on the plans and special provisions. The utility shall make arrangements with the developer to cover the costs of the ductwork.

2000.214 Utility Easements

Where public sanitary sewer, watermain, storm sewer, or subdrain is outside of platted ROW, the horizontal distance from the pipe to the edge of the easement shall be at least 10' or at least equal to the depth of the pipe, whichever is greater. The minimum easement width shall be 20'.

2000.215 Pedestrian and Bicycle Facilities

A. Sidewalks

Sidewalks shall conform to FHWA "Accessible Sidewalks and Street Crossings" information guide and the following:

All streets shall be finish graded to provide for future boulevard and sidewalk on both sides. Pedestrian curb ramps shall be constructed at all quadrants of intersections and shall conform to the latest version of MN/DOT ADA Standards and MN/DOT Standard Plan 5-297.250. All driveways shall be constructed with a sidewalk section. Where sidewalks do not allow for sufficient boulevard width to maintain vegetation, boulevards shall be paved with materials approved by the City Engineer.

Sidewalks shall be 5' wide and sloped to drain toward the drainage way or gutter.

B. Bicycle Facilities

Bicycle facilities shall conform to latest version of the *Minnesota Department of Transportation Bicycle Facility Design Manual* and State Aid Standards.

Shared use paths or sidepaths shall be 10' wide with 2' recovery area on both sides and be sloped to drain toward the drainage way or gutter.

SECTION 3: ENGINEERED FILL

2000.301 General

The Developer shall perform testing and observation of all engineered fill areas within the right-of-way and on the residential lots. All engineered fill areas shall be depicted on the plans.

2000.302 Definition

The placement of fill 12 inches in depth and greater over existing native soils to achieve proposed finished grade elevations.

2000.303 Fill Material

Fill material shall be common embankment complying with MN/DOT 2106.2.B.1.

2000.304 Placement and Compaction

The existing top soil shall be stripped and the project Geotechnical Engineer shall observe the striped area to ensure that all top soil has been removed prior to the placement of engineered fill. The engineered fill shall be placed in 12 inch maximum lifts and compacted with a sheeps foot roller to 95 percent of maximum density.

2000.305 Testing

The project Geotechnical Engineer shall perform density testing on the compacted material every 2 vertical feet of fill placed. Density testing shall be performed at the following locations:

- A. Within each residential lot at the anticipated dwelling locations including the garage.
- B. Within the right-of-way

2000.306 Test Results

The Developer shall submit test results and observation records to the City. The test results should be formatted based on the following:

- A. Testing performed on residential lots should note the lot and block number and the elevation of the testing.
- B. Testing performed within the right-of-way should note the road centerline stationing and the elevation of the testing.

SECTION 4: SANITARY SEWER DESIGN

2000.401 Sanitary Sewer Sizing

The minimum sanitary sewer main pipe size shall be eight (8) inch diameter.

All sewers shall be designed to have sufficient slope to provide mean velocities of not less than 2 fps based on Manning's formula using an N factor of 0.013. Sizing to be reviewed by the City Engineer prior to final plan preparation.

The Engineer shall verify elevations downstream and upstream prior to any connection and notify the City of any inconsistencies in the system.

Sanitary sewers shall be extended to the boundaries of new subdivisions, and other developments, to facilitate future sanitary sewer extensions, unless the City Engineer determines otherwise.

2000.402 Pipe Material

Sanitary Sewer shall comply with the City of Byron Sanitary Sewer and Storm Sewer Specifications 600.

2000.403 Manhole Structures

Manholes and other special access structures shall be constructed at designated locations as required by the Plans and in accordance with any standard detail drawings or special design requirements given therefor.

Unless otherwise specified or approved, manholes shall be constructed on a precast or cast-in-place concrete base and the barrel riser sections, and cone section shall all be of precast concrete. All units shall be properly fitted and sealed to form a completely watertight structure.

All sanitary structures shall be waterproofed per the City of Byron Standard Detail Plates.

All structures located as parts of forcemain systems and immediately downstream and other specific areas subject to high concentrations of corrosive materials (i.e. hydrogen sulfide) shall be fully lined with a protective coating, by a Licensed or Certified Contractor performing the special work.

2000.404 Spacing and Alignment

Sanitary sewers shall be placed on tangent alignment with manholes at changes in pipe size, horizontal alignment and/or vertical alignment. Spacing of manholes shall not exceed 400 feet for pipelines 8-15" diameter, 500' for pipelines 18-30" diameter, and 800' for pipelines 36-84" (unless approved by the City Engineer).

Outside drop manholes shall be constructed at locations where the difference in inlet and outlet elevations exceeds 2 feet.

Changes in flow direction at manholes shall not exceed 90 degrees.

4" and 6" service connections to the sewer main shall only be considered at locations in-between two manholes. 8" or larger services should be connected at a manhole. Lamp holes shall not be installed at the end of sanitary sewers unless the sanitary sewer is planned to be extended.

SECTION 5: WATERMAIN DESIGN

2000.501 Sizing Watermains

The standard watermain size for water distribution system design is eight (8) inch diameter.

Looping of watermains is required in all cul-de-sacs and dead-end streets unless topographic conditions make it impractical. Watermains shall be extended to the boundaries of new subdivisions, and other developments, to facilitate future water system extensions and looping, unless the City Engineer determines otherwise. Six (6) inch diameter watermains may be allowed for short (less than 150 feet long) unavoidable dead-ends or short looped areas if the design will provide minimum required fire flows at minimum allowable pressure.

2000.502 Pipe Material

Watermain shall comply with the City of Byron Watermain Specifications 700.

2000.503 Spacing and Alignment

Watermains must comply with Minnesota Department of Health (herein after "Health Department") and the latest version of 10 States Standards Recommended Standards for Waterworks. All such watermain plans and specifications are to be reviewed and approved by the Health Department prior to construction. Review and approval of these plans and specifications by the City of Byron is also required (before plan submission to the Health Department).

- A. Vertical Alignment: Generally 7' minimum and 10' maximum bury from finished grade. A 6' bury may be allowed in certain unpaved areas such as stream crossings, narrow ditch crossings, etc. Future finished grade lines in unimproved areas must be determined and shown on the construction plans.
- B. Sewer Crossings: Watermains crossing sewers shall be kept to a minimum. The crossings shall be aligned to be as nearly perpendicular as possible. Watermains are preferred to be located over the sanitary sewer with a minimum vertical edge-to-edge separation of 18". One full length of watermain pipe shall be located so that both joints of the watermain will be as far as possible away from the storm or sanitary sewer crossing.
 1. Allowed Exceptions From Gravity Sewers (No exceptions allowed from sanitary force mains):

Only where deemed impossible to maintain vertical separation and or full pipe length restriction.
 2. Exception Procedure: The Engineer must submit to the Minnesota Department of Health supporting data and a request for the alignment exception along with the required plan and specification submittals and fees.
 3. Exception Details:

Watermain quality pressure pipe sewer is required and must be pressure tested to ensure water tightness.
- C. Surface Water Crossings: Watermains crossing under surface waters greater than 15' in width must be provided with restrained joints from top of bank to top of bank. The restrained joints are to be called out on the plan sheet and are to be considered an incidental pay item. Valves shall be located at both sides of the crossing within an accessible area above the water table not subject to flooding. No service connections are allowed between the isolation valves. A

fire hydrant shall be located between the isolation valves in an accessible area to allow for pressure testing of the crossing to determine leakage.

- D. Fire Hydrants: Fire hydrants shall be located no more than 400 feet apart and within 200 feet of any structure and shall be approved by the applicable fire department. To eliminate future street openings, all underground utilities for fire hydrants, together with the fire hydrants themselves and all other supply improvements, shall be installed before any final paving of a street shown on the subdivision plat. Fire hydrants must be located at all street intersections, at the sides of all cul-de-sacs, at the end of all temporary or permanent dead-ends that include service connections, at the end of all dead-ends that are longer than 150' that do not have service connections and at all dead-ends created between water system pressure zones.
- E. System Valves: Valves must be located at all temporary dead-ends past the last service and a minimum distance of 20' before the temporary hydrant or if the end hydrant is permanent just past the hydrant tee, at all stub-outs, on loops at both ends where the watermain exits the paved area.

At the split between pressure zones, a valve shall be placed at both sides of the flushing hydrant to allow flushing from both directions.

Generally valves shall be located at intersections in line with the curb returns for safer operation and located to allow a maximum 4-valve shutdown to isolate watermain sections. Valves located mid-block shall be near a fire hydrant tee for reference and adequate flushing of the main. In non-developed areas, valves shall be located at anticipated intersections and or at intervals to allow for proper flushing and testing of the main.

SECTION 6: STORM SEWER DESIGN

2000.601 Stormwater Management Plan

All development with the exception of the construction of a single family dwelling on an existing lot of record, shall incorporate adequate provisions for stormwater runoff consistent with the City of Byron Standard Detail Plates, City of Byron Subdivision Regulations, and this chapter. A Stormwater Management Plan comprising of a written narrative and drainage plans shall be prepared for each development with the exception of the construction of a single family dwelling on an existing lot of record. The report shall address the impact on existing facilities and provide the basis of design for the stormwater management systems and/or facilities.

Specific items to be addressed in the report include: present and future flows from off-site which will impact on the drainage systems, location and inlet capacity of the catch basins, sizing of the systems, design of ponds, capacity of downstream systems, etc. The Stormwater Management Plan shall be signed by the Engineer.

The drainage plans shall include a depiction of all existing and proposed drainage areas referenced in the report. An on-site plan or map showing drainage areas for each catch basin or other collector shall be prepared at 1" = 100' or larger with finished contours at two (2) foot intervals; the storm sewer system shall be depicted, with pipe sizes labeled and structure numbering corresponding to

numbering used in the design calculations. Existing and proposed drainage areas shall be depicted.

Stormwater Management Pond designs shall be modeled with computer software incorporating Atlas 14, Volume 8, SCS Technical Release 20 (TR-20) or US EPA's Surface Water Management Model (SWMM). All printouts shall clearly indicate the respective location, storm event, and existing verses developed. The Engineer's report shall include: derivation of times of concentration and curve numbers, sizing of the pond permanent pool/water quality design, a table of the pond stage-storage-discharge information from the pond bottom up to the top of dam or 100-year high water level (whichever is higher), and derivation of the pond discharge verses stage data.

The report shall include a prepared summary of all computer printouts.

2000.602 Sizing Storm Sewer

Storm sewers shall be designed for the 10-year frequency storm (Atlas 14 Intensity-Duration- Frequency (IDF) curve) without surcharging of pipes, with a safe overflow provided for the 100-year frequency storm. Sizing shall address future flows from off-site. Rational or SCS methods may be used for run-off with pipe capacity determined by Manning's formula. The minimum storm sewer pipe size shall be twelve (12) inch diameter.

2000.603 Pipe Material

Storm sewer shall comply with the City of Byron Sanitary Sewer and Storm Sewer Specifications 600.

Storm sewers crossing watermains or sanitary sewers shall be constructed with adequate structural support to prevent excessive deflection of joints or settling on the watermains or sanitary sewer.

2000.604 Manhole and Catch Basin Structures

Manholes, catch basins, and other special access structures shall be constructed at designated locations as required by the Plans and in accordance with any standard detail drawings or special design requirements given therefor.

Unless otherwise specified or approved, manholes and catch basins shall be constructed on a precast or cast-in-place concrete base and the barrel riser sections, and cone section shall all be of precast concrete. All units shall be properly fitted and sealed to form a completely watertight structure.

Wherever special designs so require or permit, and as otherwise may be approved by the Engineer, a structure may be constructed with solid sewer brick or block units or with cast-in-place concrete. Any combination of cast-in-place concrete and brick or block mortar construction will be allowed and may be required where it is impossible to complete the construction with standard precast manhole sections. These structures shall be further reinforced to prevent grout degradation and structural deformation.

2000.605 Inlet Aprons

All inlet aprons less than or equal to (\leq) 48 inches in circular equivalency shall have trash guards or, if located within the roadway clear zone, appropriate safety apron and grate. Inlet aprons greater than ($>$) 48 inches in circular equivalency shall have trash guards only if the outlet is required to have one. Sewers outside

the clear zone, in which daylight is visible from end to end do not need a trash guard.

2000.606 Outlet Structures

Outlet aprons located within the roadway clear zone require a safety apron and grate. Trash guards will only be required if specified by the Engineer.

Permanent erosion control in the form of mats, riprap, and/or energy dissipaters shall be required for all pipe sizes to reduce outlet velocities and prevent erosion.

2000.607 Spacing and Alignment

Storm sewers shall typically be placed on alignments parallel with sanitary sewer, with manholes at changes in horizontal and/or vertical alignment. Manhole spacing shall not exceed 400 feet for 12"-15" pipes, and 500 feet for 18"-30" pipes. Change in flow direction at structures shall not exceed 90 degrees.

Gutter spread from a 10-year frequency storm for public and private streets shall provide for a twenty (20) foot travel lane within the street.

Spacing of catch basins shall be as necessary for inlet capacity and as necessary to meet the pavement water spread restriction above.

Catch basins shall be located at intersections to prevent water from flowing across intersections (no valley gutters are allowed).

2000.608 Sizing Drainage Way, Open Channels

The widths of a constructed waterways shall be sufficiently large to channel runoff from a 100-year storm. Adequacy shall be determined by the expected runoff when full development of the drainage area is reached. Constructed waterways should be designed so that the time of concentration of stormwater flows remains unchanged or is lengthened unless a licensed professional engineer or hydrologist certifies that any decrease in the time of concentration will not cause an increase in downstream flood elevations or velocities due to the location of the development in the watershed. In addition, the resultant new waterway, when replacing an existing natural drainageway, shall have less velocity or shall provide measures which will reduce streambank erosion.

The banks of the waterway should not exceed five feet horizontal to one foot vertical.

Channels may generally be seeded where 100-year frequency storm velocities are below the scouring velocity for the types of soils in the channel and where continuous flows do not exist. Lined low flow channels or storm sewers shall be provided for continuous flows or where the channel velocities exceed the scouring velocity.

Linings through developed or soon to be developed areas shall generally be concrete or riprap channels. Permanent turf reinforcement may be considered where there is both adequate light and continuous flows do not exist.

Concrete lining or some other appropriate measure, may be required by the City Engineer in residential areas where the channel slope is less than 1.5%.

2000.609 Stormwater Treatment Facilities

- A. Design of permanent stormwater treatment facilities shall conform to the latest version of Minnesota Pollution Control Agency (MPCA) permit requirements, Minnesota Stormwater Manual, and the following:
 - 1. Ponds shall incorporate multi-stage outlets as necessary to limit the 2-year, 10-year and 100-year peak discharges to less than the pre-development discharge.
 - 2. The 100-year frequency storm shall be contained within the pond.
 - 3. An emergency spillway shall be provided for each pond. The spillway shall be designed to pass the 100-year frequency storm with a minimum of one (1) foot of freeboard from the top of the water surface over the spillway to the top of the berm.
 - 4. The post-development drainage plan shall include a tabulation of the following data for each pond: Watershed Area (ac) [*total pond watershed including watershed of any upstream ponds*]; NWL Normal Water Level (ft); NWL Pond Surface Area (ac); NWL Pond Volume (cf); 100-Yr High Water Level (ft); 100-Yr Peak Discharge (cfs); 10-Yr Peak Discharge (cfs); 2-Yr Peak Discharge (cfs).

2000.610 Grading Plan Checklist

The City of Byron “Grading Plan Checklist” is incorporated herein by reference.

2000.611 Subdrains

Shall be installed in all developments as directed by the City Engineer in accordance with the City of Byron Sanitary Sewer and Storm Sewer Specification 600 and the City of Byron Standard Detail Plate.

Subdrains shall be extended to the boundaries of new subdivisions, and other developments, to facilitate future sanitary sewer extensions, unless the City Engineer determines otherwise.

2000.612 Subsurface Edge Drains

Shall only be utilized in areas with wet subgrade as recommended by the Geotechnical Report and as directed by the City Engineer. Subsurface edge drains shall not be used in lieu of subdrains. When subsurface edge drains are required, they shall be utilized in conjunction with subdrains and constructed in accordance with the City of Byron Standard Detail Plate.

SECTION 7: EROSION AND SEDIMENT CONTROL

2000.701 Required Documentation

- A. A Stormwater Pollution Prevention Plan (SWPPP) shall be incorporated into the construction plans and specifications and/or grading plan. The plan shall conform to the applicable Minnesota Pollution Control Agency (MPCA) permit requirements, and Best Management Practices (BMPs) as published by the MPCA. The plan shall include adequate temporary and permanent erosion and sediment control measures.
- B. The Owner and Contractor shall obtain an NPDES Stormwater Construction Activity permit from the MPCA, and any other permits required.

2000.702 Construction Requirements

- A. The construction shall comply with the project SWPPP and applicable MPCA permit requirements, as necessary to prevent off-site erosion and/or sedimentation and tracking and shall include final stabilization.
- B. Best Management Practices for erosion and sediment control shall be established on all down-gradient perimeters before grading is commenced and shall be regularly maintained and remain in place until final stabilization.
- C. The NPDES permit holder shall be responsible for cleaning and maintenance of the storm sewer system (including ponds, pipes, catch basins, culverts, and swales) within the subdivision and the adjacent off-site storm sewer system that receives stormwater from the subdivision. If erosion and sediment control measures taken are not adequate and result in downstream sediment, the NPDES permit holder shall be responsible for cleaning out or dredging downstream storm sewers and ponds as necessary, including associated restoration. The NPDES permit holder shall follow all instructions it receives from the City Engineer concerning the cleaning and maintenance of the storm sewer system. The NPDES permit holder and/or the Developer's obligations under this paragraph shall end once the request for Release of Infrastructure has been completed and the site is stabilized per the permit.
- D. The NPDES permit holder shall be responsible for cleaning all streets in the subdivision and adjacent to the subdivision from silt and dirt from the subdivision until the request for Release of Infrastructure has been completed and the site is stabilized per the permit.
- E. After the site has been finally stabilized, all permanent stormwater ponds shall be cleaned to original plan cross-section, all temporary sediment control measures (such as silt fence) shall be removed, and temporary sediment basins shall be re-graded and stabilized, prior to final acceptance by the City Engineer and the NPDES Notice of Termination (NOT).

2000.703 Temporary Erosion and Sediment Control

Temporary erosion and sediment control shall conform to the requirements in the SWPPP to prevent soils and sediment from entering public waters, sewers, streets, and adjacent properties.

These temporary control measures shall also include their eventual removal after conditions stabilize.

2000.704 Permanent Erosion and Sediment Control

Permanent erosion and sediment control shall conform to the requirements in the SWPPP to prevent soils and sediment from entering the public waters, sewers, streets, and adjacent properties.

SECTION 8: CONSTRUCTION OBSERVATION

2000.801 Pre-Construction Conference

As soon as possible after the project has been approved, the Owner and/or Owners Engineer should arrange a meeting for the purpose of reviewing contract requirements, construction details, work schedules, and any items peculiar to the project. The meeting should be face-to-face conference.

Prior to this meeting the attendees should study the plans and become familiar with the project site to be well informed as to the requirements and existing conditions.

A. Required attendees

1. City Engineer or their representative
2. City Public Works Superintendent
3. Owner or their representative
4. Construction phase consulting engineer
5. City construction observer
6. Geotechnical professional
7. Contractor –project superintendent and on-site foremen

B. Recommended attendees

1. City staff – Administrator and Planning Coordinator
2. County Engineer representative for County road work
3. Contractor’s safety officer, others as appropriate for the specific project
4. Utility company representatives (invitation required, attendance optional)
5. Subcontractor representatives
6. Other stakeholders with whom construction coordination would benefit the project

C. Material available for the meeting

1. Required:

- a. Approved construction plans and specifications
- b. Permits including DNR, NPDES, MPCA, MDH, or others appropriate for the project
- c. Geotechnical Report
- d. Pavement Design Report
- e. List of subcontractors and material suppliers
- f. Contacts for project personnel
- g. Traffic control plan
- h. Construction schedule

2. Recommended:

- a. Shop drawings
- b. Other materials appropriate for the project

- c. Material Certifications/QC tests
- 3. Discussion Topics:
 - a. Project staging and schedule; Anticipated date of notice to proceed; Proposed starting date; Completion date
 - b. Status of contract and bond
 - c. Street closings and traffic control
 - d. Construction observation/inspection requirements for each phase of work
 - e. Public utilities (electric, natural gas, telephone, cable tv)
 - f. Material testing and supplier certifications
 - g. Progress reports
 - h. Partial payments
 - i. Extra work orders
 - j. Pre-pour conference
 - k. Safety (Safety is the sole responsibility of the Contractor)
 - l. Right-of-way
 - m. Survey staking requirements/coordination
 - n. Lot grading verification

2000.802 Construction Progress Meetings

The meeting should be held on-site. A common schedule for the meeting is weekly during the full-time construction activity. During intermittent construction and during winter project shut-down, less frequent meetings are appropriate.

A. Required attendees:

- 1. City Engineer or their representative
- 2. City Engineer or their representative
- 3. City Public Works Superintendent
- 4. Construction phase consulting engineer
- 5. City construction observer
- 6. Contractor – project superintendent and on-site foremen

B. Recommended attendees:

- 1. Geotechnical professional – when appropriate for work being conducted
- 2. If the project work indicates the need, additional City staff, Public Works representative, County Engineer representative for County road work
- 3. Contractor's safety officer, others as appropriate for the specific project
- 4. Utility company representatives (invitation required, attendance optional)
- 5. Owner's representative

6. Subcontractor representatives
 7. Other stakeholders with whom construction coordination would benefit the project
- C. Material available for the meeting:
1. Required:
 - a. Approved construction plans and specifications
 - b. SWPPP
 - c. Shop drawings
 - d. Field diary records
 2. Recommended:
 - a. Other materials appropriate for the project
 3. Discussion Topics for phase of work under way or planned for the near future:
 - a. Project staging and schedule; Completion Date
 - b. Construction observation/inspection requirements for each phase of work
 - c. Materials testing
 - d. Traffic control
 - e. Installation of underground utilities
 - f. Trench backfill and compaction
 - g. Street grading, base, aggregate, and pavement operations
 - h. NPDES requirements and construction sequencing; erosion and sediment control/restoration
 - i. Special Provisions
 - j. Execution of work
 - k. Required stage inspection; attendees, schedule, responsibilities, methodologies
 - l. Supplemental Agreements
 - m. Utility conflicts and accommodations
 - n. Weekly construction meeting day/time
 - o. Clean-up/trash removal
 - p. Work site safety
 - q. Construction workforce private vehicle parking
 - r. Respect for others
 - s. Security
 - t. Hazardous materials

- u. Project close out requirement; materials certifications, testing results, record drawings

2000.803 Schedule of Materials Control

The table below outlines the minimum required rate of sampling and testing for major construction items:

Material	Spec. No.	Minimum Required Acceptance Testing	Test Taken
Backfill Materials	500, 800	1/Source	Gradation
Embankment	2106	1/4000 cu yds (CV)	Moisture, Relative Density
Subgrade	2112	1/500' Block	Moisture, Relative Density
Utility Trenching	500, 800	1/400 ft/2' depth	Moisture, Relative Density
Service Trenching	500, 800	10% of trenches/2' depth	Moisture, Relative Density
Aggregate Base	2211, 3138	1/Source	Quality (LAR, Insoluble Residue)
		1/1000 ton or 500 cu yd (CV)	Gradation
		1/500 ft Block	Relative Density
Concrete Air Content		1/100 cu yd/Day	(% Air Voids)
Concrete Slump		1/100 cu yd/Day	Inches
Concrete Cylinders		1/100 cu yd/Day	Compression (psi)

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: 2nd Ave (CSAH 5) Sanitary Sewer, Forcemain, & Lift Station Pay
Request No. 13 - DeCook Excavating - \$140,279.13

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:

[Decook Excavating PR 13-140279.13](#)

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



September 5, 2023

Mr. Tom Ricke
Public Works Superintendent
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
2nd Ave (CSAH 5) Sanitary Sewer, Forcemain, & Lift Station
Pay Request No. 13

Dear Tom:

Enclosed is Pay Request No. 13 for work on the above referenced project. We recommend the City make payment in the amount of \$140,279.13 to:

DeCook Excavating
821 Country Club Rd SE
Byron, MN 55932

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads 'D D Sikkink'.

Daren D. Sikkink, P.E.

DS/cf

Enclosure

cc: Bill Angerman, WHKS (file)
Al Roder, City of Byron
Jeff Lorentz, DeCook Contracting
Carrie Pries, DeCook Contracting

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 2nd Avenue (CSAH 5) Sanitary Sewer, Forcemain, & Lift Station (#8156660)
 Project No.: 8100.16
 Location: Byron, MN
 Contractor: DeCook Excavating, Inc.

Bid Price + CO#1 + CO#2 + CO#3: \$2,105,494.90
 Date: Sep. 5, 2023
 Estimate #: 13
 % Complete: 101%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	Lump Sum	\$85,850.00	1		1	\$85,850.00
2	8" DIP Pipe Sewer, Cl. 52	28	L.F.	\$80.00	0	12	12	\$960.00
3	8" PVC Pipe Sewer, SDR 26	714	L.F.	\$49.00	980	41	1,021	\$50,029.00
4	10" PVC Pipe Sewer, SDR 26	5	L.F.	\$125.00	13		13	\$1,625.00
5	12" PVC Pipe Sewer, SDR 26	1,776	L.F.	\$70.00	1,792		1,792	\$125,440.00
6	10" PVC Forcemain, DR 25, CO #2 - DR18	2,278	L.F.	\$84.95	2,496		2,496	\$212,035.20
7	10" HDPE Forcemain, DR 11 by HDD	3,892	L.F.	\$74.00	3,748		3,748	\$277,352.00
8	10" HDPE Forcemain, DR 11	98	L.F.	\$95.00	53		53	\$5,035.00
9	8" HDPE Pipe Sewer, DR 17 by HDD, CO#2 - DR 13.5	560	L.F.	\$79.78	354		354	\$28,242.12
10	8" HDPE Pipe Sewer, DR 17 in HDPE Casing, CO#2 - DR13.	225	L.F.	\$35.78	225		225	\$8,050.50
11	10" HDPE Forcemain, DR 11 in HDPE Casing	225	L.F.	\$28.00	225		225	\$6,300.00
12	10" HDPE Forcemain, DR 11 in Steel Casing	80	L.F.	\$50.00	80		80	\$4,000.00
13	14" HDPE Pipe Casing, DR 17 by HDD, CO#2 - DR 13.5	225	L.F.	\$253.37	230		230	\$58,275.10
14	16" HDPE Pipe Casing, DR 17 by HDD	225	L.F.	\$206.00	225		225	\$46,350.00
15	16" STEEL Pipe Casing, by Jack and Bore	80	L.F.	\$1,095.00	80		80	\$87,600.00
16	Sanitary Manhole, Type 3 (48")	15	Each	\$5,200.00	14	1	15	\$78,000.00
17	Sanitary Manhole, Type 3A (48")	2	Each	\$6,000.00	0	2	2	\$12,000.00
18	Air Release Manhole, Type 3 (48") - Special Channel Invert	1	Each	\$4,300.00	0	1	1	\$4,300.00
19	Connect to Ex. Sanitary Manhole	2	Each	\$1,000.00	0	2	2	\$2,000.00
20	Connect to Ex. Sanitary Sewer	2	Each	\$1,000.00	0	2	2	\$2,000.00
21	Construct Lift Station, Valve Vault, Piping	1	Lump Sum	\$90,000.00	1		1	\$90,000.00
22	Electrical & Supervisory Control Install, and F&I Generator	1	Lump Sum	\$220,975.00	0.75	0.25	1	\$220,975.00
23	Supply Supervisory Control Equipment	1	Lump Sum	\$1,500.00	0.5	0.4	0.9	\$1,350.00
24	12" RCP Pipe Sewer, Class III	16	L.F.	\$65.00	0	14	14	\$910.00
25	Connect to Ex. Storm Sewer	1	Each	\$1,200.00	0	1	1	\$1,200.00
26	Catch Basin, Type 1	1	Each	\$3,200.00	0	0.75	0.75	\$2,400.00
27	Remove Storm Sewer Pipe	16	LF	\$20.00	16		16	\$320.00
28	Remove Structure	2	Each	\$900.00	1	1	2	\$1,800.00
29	Clearing and Grubbing	0.43	Acre	\$11,650.00	0.43		0.43	\$5,009.50
30	Remove and Replace Conc. Curb & Gutter	262	L.F.	\$50.00	0	301	301	\$15,050.00
31	Remove Fence	125	LF	\$10.00	125		125	\$1,250.00
32	6' High Chain link Fence	384	L.F.	\$47.00	0	384	384	\$18,048.00
33	8' Wide 6' High Chain link Swing Gate	2	Each	\$1,500.00	0	2	2	\$3,000.00
34	Bituminous Street Repair	752	S.Y.	\$53.00	351	282.8	634	\$33,602.00
35	Exploratory Excavation (Pothole for utilities)	1	Lump Sum	\$5,000.00	1		1	\$5,000.00
36	Street Spot Repair for HDD	1	Lump Sum	\$25,000.00	0.80		0.80	\$20,000.00
37	Aggregate Surfacing (CV), Class 5	30	C.Y.	\$40.00	32	22	54	\$2,160.00
38	Topsoil Borrow (LV)	60	C.Y.	\$30.00	0	14	14	\$420.00
39	Seed and Mulch	4	Acre	\$1,250.00	0.3		0.3	\$375.00
40	Sod	1,012	S.Y.	\$8.00	0		-	\$0.00
41	Temporary Construction Fence	500	L.F.	\$12.00	0		-	\$0.00
42	Inlet Protection	8	Each	\$200.00	6		6	\$1,200.00
43	Ditch Check - Type 2	5	Each	\$300.00	0	5	5	\$1,500.00
44	Stabilized Vehicle Exit	3	Each	\$2,000.00	0		-	\$0.00
45	Silt Fencing	2,566	L.F.	\$3.00	1,600		1,600	\$4,800.00
46	Railroad Protective Services	1	Lump Sum	\$8,000.00	0.90	0.05	0.95	\$7,600.00
47	Demolish Existing Lift Station, Valve Vault and Building	1	Lump Sum	\$5,000.00	0	0.50	0.5	\$2,500.00
48	Traffic Control	1	Lump Sum	\$10,000.00	0.95		0.95	\$9,500.00
49	Material Testing Allowance - \$500	1	Lump Sum	\$500.00	4.0305	2.2850	6.3155	\$3,157.75
50	Granular Material for Backfill	50	C.Y.	\$30.00	50		50	\$1,500.00
51	Aggregate for Pipe Foundation	300	C.Y.	\$30.00	188		188	\$5,640.00
Materials on Hand								
	Lift Station & Valve Vault Hatch and Piping	1	Lump Sum	\$25,641.16	0		-	\$0.00
	8" HDPE Pipe Sewer, DR 13.5	785	L.F.	\$16.88	0		-	\$0.00
	10" HDPE Pipe Sewer, DR 11	4,295	L.F.	\$28.56	0		-	\$0.00
	14" HDPE Pipe Casing, DR 13.5	225	L.F.	\$42.09	0		-	\$0.00
	16" HDPE Pipe Casing, DR 17	225	L.F.	\$55.00	0		-	\$0.00
	HDD Fittings, Gaskets, Tracer Wire, Etc.	1	Lump Sum	\$8,040.97	0		-	\$0.00
	12" PVC Pipe Sewer, SDR 26	1,776	L.F.	\$36.20	0		-	\$0.00
Items without quantities								
	4" Polystyrene Insulation	23	S.Y.	\$100.00	23		23	\$2,300.00
	Field Tile	220	L.F.	\$5.91	220		220	\$1,300.20
	Extra MH 6 Barrel Section - CSAH 5 widening	1	Lump Sum	\$525.00	1		1	\$525.00
	MH-4 slope stabilization	1	Lump Sum	\$1,155.00	1		1	\$1,155.00

Subtotal Total Work Completed \$1,560,991.37

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 2nd Avenue (CSAH 5) Sanitary Sewer, Forcemain, & Lift Station (#8156660)
 Project No.: 8100.16
 Location: Byron, MN
 Contractor: DeCook Excavating, Inc.

Bid Price + CO#1 + CO#2 + CO#3: \$2,105,494.90
 Date: Sep. 5, 2023
 Estimate #: 13
 % Complete: 101%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
CHANGE ORDER #1								
1	8" PVC Pipe Sewer, SDR 26	190	L.F.	\$52.50	192		192	\$10,080.00
2	15" PVC Pipe Sewer, SDR 26	250	L.F.	\$85.00	291		291	\$24,735.00
3	Temporary Watermain	1	Lump Sum	\$3,000.00	1		1	\$3,000.00
4	Remove Watermain	450	L.F.	\$10.00	380		380	\$3,800.00
5	4" PVC Watermain	15	LF	\$60.00	15		15	\$900.00
6	6" PVC Watermain	70	LF	\$60.00	79		79	\$4,740.00
7	8" PVC Watermain	450	L.F.	\$58.00	420		420	\$24,360.00
8	6" Gate Valve & Box	4	Each	\$2,200.00	3		3	\$6,600.00
9	8" Gate Valve & Box	1	Each	\$2,600.00	2		2	\$5,200.00
10	6" Hydrant	1	Each	\$5,400.00	1		1	\$5,400.00
11	Watermain Fittings	375	Pound	\$12.00	731		731	\$8,772.00
12	Connect to Existing Watermain	3	Each	\$1,000.00	3		3	\$3,000.00
13	4" Polystyrene Insulation	30	S.Y.	\$100.00	38		38	\$3,800.00
14	8"x4" Wye	2	Each	\$250.00	2		2	\$500.00
15	4" PVC Sanitary Sewer Pipe, SDR 26	56	LF	\$25.00	56		56	\$1,400.00
16	1" Copper Water Service	80	LF	\$30.00	80		80	\$2,400.00
17	1" Corporation Stop	2	Each	\$350.00	2		2	\$700.00
18	1" Curb Stop and Box	2	Each	\$500.00	2		2	\$1,000.00
19	Remove Sanitary Manoles	2	Each	\$600.00	2		2	\$1,200.00
20	Sanitary Manhole, Type 3 (48")	4	Each	\$5,565.00	5		5	\$27,825.00
21	Sanitary Manhole, Type 3A (48")	1	Each	\$6,420.00	1		1	\$6,420.00
22	Connect to Ex. Sanitary Manhole	1	Each	\$1,070.00	1		1	\$1,070.00
23	Connect to Ex. Sanitary Sewer	3	Each	\$1,070.00	4		4	\$4,280.00
24	15" RCP Pipe Sewer, Class III	40	L.F.	\$72.00	32		32	\$2,304.00
25	Remove Catch Basin	2	Each	\$600.00	2		2	\$1,200.00
26	Connect to Ex. Storm Sewer	1	Each	\$1,285.00	1		1	\$1,285.00
27	Catch Basin, Type 1	2	Each	\$3,425.00	1		1	\$3,425.00
28	Remove Storm Sewer Pipe	40	LF	\$21.50	30		30	\$645.00
29	Remove Structure	2	Each	\$945.00	2		2	\$1,890.00
30	Remove and Replace Conc. Curb & Gutter	410	L.F.	\$53.50	420		420	\$22,470.00
31	Remove Concrete Walk	25	S.Y.	\$10.00	55		55	\$550.00
32	Remove Bituminous Pavement	1,600	S.Y.	\$3.50	1,869		1,869	\$6,541.50
33	Common Excavation	500	C.Y.	\$18.00	520		520	\$9,360.00
34	Geotextile Fabric Type 7	1,750	S.Y.	\$3.75	1,275		1,275	\$4,781.25
35	Aggregate Base (CV), Class 5	500	C.Y.	\$30.00	764		764	\$22,920.00
36	6" Concrete Walk	25	S.Y.	\$85.00	45		45	\$3,825.00
37	4" Concrete Walk	101	SF	\$9.50	95		95	\$902.50
38	Bituminous Pavement	460	Ton	\$115.00	491		491	\$56,465.00
39	Topsoil Borrow (LV)	25	C.Y.	\$32.00	25		25	\$800.00
40	Sod	450	S.Y.	\$8.50	237		237	\$2,014.50
41	Inlet Protection	5	Each	\$215.00	5		5	\$1,075.00
42	Traffic Control	1	Lump Sum	\$2,000.00	0.75		0.75	\$1,500.00
43	Granular Material for Backfill	40	C.Y.	\$32.00	40		40	\$1,280.00
44	Aggregate for Pipe Foundation	75	C.Y.	\$32.00	75		75	\$2,400.00
45	Temporary Connection	1	Lump Sum	\$11,900.00	1		1	\$11,900.00
	Subgrade Correction - Breaker Run	220	C.Y.	\$28.00	220		220	\$6,160.00
Materials on Hand								
	15" PVC Pipe Sewer, SDR 26	250	L.F.	\$60.65	0		-	\$0.00

Subtotal Change Order #1 Work Completed \$316,875.75
 Change Order #3 (Rock Excavation) \$245,000.00

Total Work Completed + Change Orders #1, #2, #3 \$2,122,867.12

Less 5% Retainage \$106,143.36
 Less Previous Payments \$1,876,444.63

Net Payment this Estimate \$140,279.13

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: SAP 249-594-001 20th Street Improvements Pay Request No. 7 -
Jensen Excavating & Trucking LLC - \$307,594.97

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
[Jensen Excavating PR 7-307594.97](#)

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



September 6, 2023

Mr. Tom Ricke
Public Works Superintendent
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, MN
20th Street Improvements
SAP 249-594-001
Pay Request No. 7

Dear Tom:

Enclosed is Pay Request No. 7 for work on the above referenced project. We recommend the City make payment in the amount of \$307,594.97 to:

Jensen Excavating & Trucking, LLC
931 Plaza Street West
Albert Lea, MN 56007

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads 'D. Sikkink'.

Daren Sikkink, P.E.

DS/cf

Enclosure

cc: Bill Angerman, WHKS (file)
Jamie Jensen, Jensen Excavating & Trucking, LLC

PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 20th Street Improvements - SAP 249-594-001
 Project No.: 8100.35
 Location: Byron, MN
 Contractor: Jensen Excavating & Trucking LLC

Bid Price: \$3,567,671.60
 Date: Sep. 6, 2023
 Estimate #: 7
 % Complete: 58%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	MOBILIZATION	1	LUMP SUM	\$115,000.00	1.00		1.00	\$115,000.00
2	CLEARING & GRUBBING	1	LUMP SUM	\$2,000.00	1.00		1.00	\$2,000.00
3	CLEARING	44	EACH	\$440.00	44.00		44.00	\$19,360.00
4	GRUBBING	44	EACH	\$125.00	44.00		44.00	\$5,500.00
5	REMOVE CONCRETE APRON	6	EACH	\$250.00	4.00		4.00	\$1,000.00
6	REMOVE METAL APRON	16	EACH	\$100.00	12.00		12.00	\$1,200.00
7	REMOVE BOLLARDS	6	EACH	\$100.00	6.00		6.00	\$600.00
8	REMOVE CONCRETE FLUME	2	EACH	\$250.00	2.00		2.00	\$500.00
9	REMOVE SIGN	24	EACH	\$105.00	24.00		24.00	\$2,520.00
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	325	LIN FT	\$4.00	166.00	139.00	305.00	\$1,220.00
11	REMOVE CONCRETE CULVERT	196	LIN FT	\$10.00	117.00		117.00	\$1,170.00
12	REMOVE METAL CULVERT	324	LIN FT	\$7.00	279.00		279.00	\$1,953.00
13	REMOVE CURB & GUTTER	11	LIN FT	\$10.00	-		-	\$0.00
14	REMOVE GAS MAIN	3,700	LIN FT	\$5.00	979.00		979.00	\$4,895.00
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	976	SQ YD	\$4.00	732.00	213.00	945.00	\$3,780.00
16	REMOVE BITUMINOUS PAVEMENT	518	SQ YD	\$4.00	-	552.00	552.00	\$2,208.00
17	REMOVE RIPRAP	5	CU YD	\$25.00	5.00		5.00	\$125.00
18	REMOVE AGGREGATE	239	CU YD	\$4.00	186.00		186.00	\$744.00
19	COMMON EXCAVATION (P)	39,553	CU YD	\$4.75	39,553.00		39,553.00	\$187,876.75
20	CHANNEL AND POND EXCAVATION (P)	3,190	CU YD	\$4.75	2,246.00	944.00	3,190.00	\$15,152.50
21	SELECT GRANULAR EMBANKMENT (CV) (P)	10,277	CU YD	\$20.05	6,790.00	3,435.00	10,225.00	\$205,011.25
22	TEMPORARY ROAD	1	LUMP SUM	\$50,000.00	0.70		0.70	\$35,000.00
23	GEOTEXTILE FABRIC TYPE 7 (P)	25,370	SQ YD	\$3.50	17,005.00	8,245.00	25,250.00	\$88,375.00
24	SUBGRADE PREPARATION	52	ROAD STA	\$925.00	-		-	\$0.00
25	SUBGRADE PREPARATION 6"-12"	56	ROAD STA	\$975.00	39.00	17.00	56.00	\$54,600.00
26	AGGREGATE SURFACING (CV) CLASS 5	431	CU YD	\$32.40	152.00		152.00	\$4,924.80
27	AGGREGATE BASE (CV) CLASS 5 (P)	9,507	CU YD	\$30.40	3,585.00	4,966.00	8,551.00	\$259,950.40
28	TYPE SP 12.5 WEARING COURSE MIX (2,B)	1,245	TON	\$135.00	-		-	\$0.00
29	TYPE SP 12.5 NON WEARING COURSE MIX (2,B)	2,609	TON	\$111.80	-		-	\$0.00
30	TYPE SP 12.5 WEARING COURSE MIX (2,C)	3,914	TON	\$125.00	-		-	\$0.00
31	STRUCTURAL CONCRETE (3G52)	5	CU YD	\$1.00	5.00		5.00	\$5.00
32	REINFORCEMENT BARS (EPOXY COATED)	125	POUND	\$15.00	41.00		41.00	\$615.00
33	10X8 PRECAST CONCRETE BOX CULVERT END SECTION	4	EACH	\$29,692.00	4.00		4.00	\$118,768.00
34	10X8 PRECAST CONCRETE BOX CULVERT	176	LIN FT	\$1,620.00	176.00		176.00	\$285,120.00
35	REMOVE EXISTING BRIDGE	1	LUMP SUM	\$10,000.00	1.00		1.00	\$10,000.00
36	STRUCTURE EXCAVATION CLASS U	1,240	CU YD	\$10.00	1,240.00		1,240.00	\$12,400.00
37	COARSE AGGREGATE BEDDING (CV)	270	CU YD	\$28.80	270.00		270.00	\$7,776.00
38	SELECT BACKFILL (CV)	1,560	CU YD	\$21.20	1,560.00		1,560.00	\$33,072.00
39	12" RC PIPE APRON	6	EACH	\$1,270.00	4.00	2.00	6.00	\$7,620.00
40	15" RC PIPE APRON	5	EACH	\$1,200.00	5.00		5.00	\$6,000.00
41	18" RC PIPE APRON	4	EACH	\$1,265.00	4.00		4.00	\$5,060.00
42	24" RC PIPE APRON	11	EACH	\$1,430.00	8.00	3.00	11.00	\$15,730.00
43	15" RC PIPE CULVERT CLASS III	50.1	LIN FT	\$86.50	38.10		38.10	\$3,295.65
44	18" RC PIPE CULVERT CLASS III	131.5	LIN FT	\$91.50	119.50		119.50	\$10,934.25
45	24" RC PIPE CULVERT CLASS III	296.5	LIN FT	\$113.00	139.00	105.00	244.00	\$27,572.00
46	TRASH GUARD FOR 12" PIPE APRON	3	EACH	\$680.00	2.00	1.00	3.00	\$2,040.00
47	TRASH GUARD FOR 15" PIPE APRON	2	EACH	\$770.00	2.00		2.00	\$1,540.00
48	TRASH GUARD FOR 18" PIPE APRON	1	EACH	\$855.00	-		-	\$0.00
49	TRASH GUARD FOR 24" PIPE APRON	4	EACH	\$1,252.00	1.00	2.00	3.00	\$3,756.00
50	DRAIN TILE	100	LIN FT	\$23.95	82.00		82.00	\$1,963.90
51	12" RC PIPE SEWER CLASS IV	198	LIN FT	\$60.00	93.40	69.60	163.00	\$9,780.00
52	15" RC PIPE SEWER CLASS III	2,934	LIN FT	\$70.00	2,907.00		2,907.00	\$203,490.00
53	18" RC PIPE SEWER CLASS III	451.5	LIN FT	\$77.00	439.60		439.60	\$33,849.20
54	24" RC PIPE SEWER CLASS III	190.2	LIN FT	\$95.00	180.60		180.60	\$17,157.00
55	18" DUCTILE IRON PIPE SEWER CL 52	19.5	LIN FT	\$142.00	19.50		19.50	\$2,769.00
56	DUCTILE IRON PIPE FITTINGS	610	POUND	\$8.00	610.00		610.00	\$4,880.00
57	MODIFY DRAINAGE STRUCTURE	2	EACH	\$1,050.00	2.00		2.00	\$2,100.00
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	24	EACH	\$3,400.00	23.00	1.00	24.00	\$81,600.00
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	12	EACH	\$5,100.00	10.00	2.00	12.00	\$61,200.00

2905 South Broadway
 Rochester, MN 55904
 Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 20th Street Improvements - SAP 249-594-001
 Project No.: 8100.35
 Location: Byron, MN
 Contractor: Jensen Excavating & Trucking LLC

Bid Price: \$3,567,671.60
 Date: Sep. 6, 2023
 Estimate #: 7
 % Complete: 58%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
60	RANDOM RIPRAP CLASS III	260	CU YD	\$50.00	73.00	38.00	111.00	\$5,550.00
61	RANDOM RIPRAP CLASS IV	360	CU YD	\$50.00	325.00		325.00	\$16,250.00
62	6" CONCRETE WALK	256	SQ FT	\$11.50	-		-	\$0.00
63	CONCRETE CURB AND GUTTER DESIGN B624	10,427	LIN FT	\$21.00	-		-	\$0.00
64	6" CONCRETE DRIVEWAY PAVEMENT	94	SQ YD	\$84.00	-		-	\$0.00
65	7" CONCRETE DRIVEWAY PAVEMENT	189	SQ YD	\$94.00	-		-	\$0.00
66	TRUNCATED DOMES	20	SQ FT	\$55.00	-		-	\$0.00
67	INSTALL BOLLARD	6	EACH	\$1,000.00	-		-	\$0.00
68	RELOCATE MAIL BOX	4	EACH	\$100.00	-		-	\$0.00
69	FENCE DESIGN SPECIAL	144	LIN FT	\$145.00	-		-	\$0.00
70	TRAFFIC CONTROL SUPERVISOR	1	LUMP SUM	\$3,000.00	0.80		0.80	\$2,400.00
71	TRAFFIC CONTROL	1	LUMP SUM	\$5,950.00	0.80		0.80	\$4,760.00
72	INSTALL SIGN TYPE C	25	EACH	\$215.00	-		-	\$0.00
73	SIGN PANELS TYPE C	180	SQ FT	\$40.00	-		-	\$0.00
74	STABILIZED CONSTRUCTION EXIT	2	LUMP SUM	\$750.00	-		-	\$0.00
75	EROISON CONTROL SUPERVISOR	1	LUMP SUM	\$3,000.00	0.80		0.80	\$2,400.00
76	STORM DRAIN INLET PROTECTION	31	EACH	\$250.00	-		-	\$0.00
77	SILT FENCE, TYPE MS	12,142	LIN FT	\$2.00	12,148.00		12,148.00	\$24,296.00
78	SEDIMENT CONTROL LOG TYPE STRAW	1,000	LIN FT	\$3.25	-	88.00	88.00	\$286.00
79	SODDING TYPE LAWN	9,700	SQ YD	\$8.00	-		-	\$0.00
80	ROLLED EROSION PREVENTION CATEGORY 30	5,650	SQ YD	\$1.75	3,722.00	694.00	4,416.00	\$7,728.00
81	SEED MIXTURE 21-111	1,030	POUND	\$0.55	371.00		371.00	\$204.05
82	TURF ESTABLISHMENT	8.20	ACRE	\$3,351.00	0.80	2.57	3.37	\$11,292.87
83	MULCH MATERIAL TYPE 3	10.30	ACRE	\$550.00	6.80		6.80	\$3,740.00
84	4" BROKEN LINE PAINT	380	LIN FT	\$1.00	-		-	\$0.00
85	4" DOUBLE SOLID LINE PAINT	3,100	LIN FT	\$2.00	-		-	\$0.00
86	PAVEMENT MESSAGE PAINT	89	SQ FT	\$17.00	-		-	\$0.00
MATERIALS ON HAND								
	MANHOLE CASTINGS	36	EACH	\$650.69	3.00	(3.00)	-	\$0.00

Total Work Completed \$2,063,665.62

Less 5% Retainage \$103,183.28
 Less Previous Payments \$1,652,887.37

Net Payment this Estimate \$307,594.97

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: 2023 Street Improvement Pay Request No 4 - SL Contracting - \$177,114.58

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Consider paying with the Consent Agenda

Preparer: Janna Monosmith

ATTACHMENTS:

[Byron - 2023 Street Imp - PR4.pdf](#)

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



September 6, 2023

Mr. Tom Ricke
Public Works Superintendent
City of Byron
680 Byron Main Court NE
Byron, MN 55920

RE: Byron, Minnesota
2023 Street Improvements
Pay Request No. 4

Dear Tom:

Enclosed is Pay Request No. 4 for work on the above referenced project. We recommend payment in the amount of \$177,114.58 to:

SL Contracting
2510 Schuster LN NW
Rochester, MN 55901

Please contact me if you have any questions.

Sincerely,

WHKS & co.

A handwritten signature in blue ink that reads 'D Sikkink'.

Daren Sikkink, P.E.

DDS/cf

Enclosure

cc: Bill Angerman, WHKS (file)
Trevor Lampland, SL Contracting
Al Roder, City of Byron

2905 South Broadway
 Rochester, MN 55904
 Phone 507-288-3923



PARTIAL PAYMENT ESTIMATE
 FOR CONSTRUCTION WORK COMPLETED

Project: 2023 Street Improvements
 Project No.: 8100.38
 Location: Byron, Minnesota
 Contractor: S.L. Contracting, Inc.

Bid Price + C.O. #: \$1,251,191.52
 Date: Sep. 6, 2023
 Estimate #: 4
 % Complete: 50%

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed Previous Estimates	Quantity Completed This Estimate	Quantity Completed to Date	Total
1	Mobilization	1	LS	\$40,400.00	1		1	\$40,400.00
2	Full Depth Reclaim (P)	14,325	S.Y.	\$1.50	14,214		14,214	\$21,321.00
3	Milling	3,145	S.Y.	\$2.99			-	\$0.00
4	Adjust Gate Valve & Box	9	Each	\$195.00			-	\$0.00
5	Gate Valve Box - Top Section	5	Each	\$200.00			-	\$0.00
6	Adjust Catch Basin, Frame and Grate (new Curb & Gutter)	15	Each	\$1,000.00		6	6	\$6,000.00
7	Adjust Frame & Ring Casting (Storm)	16	Each	\$1,000.00			-	\$0.00
8	Adjust Frame & Ring Casting & F&I I&I Barrier (Sanitary)	24	Each	\$1,200.00			-	\$0.00
9	New Casting, Frame & Ring Casting	1	Each	\$1,700.00			-	\$0.00
10	New Casting, Frame & Grate Casting	1	Each	\$1,700.00		1	1	\$1,700.00
11	Clear and Grub Tree	8	Each	\$700.00	13.5	3.0	16.5	\$11,550.00
12	Remove Conc. Curb & Gutter	1,485	L.F.	\$5.00	863	796	1,659	\$8,295.00
13	Remove Conc. Pavement - Driveway	2,385	S.Y.	\$9.00	1,151	741	1,892	\$17,028.00
14	Remove Concrete Walk	105	S.Y.	\$7.00			-	\$0.00
15	Remove Bit. Walk	15	S.Y.	\$5.00			15	\$75.00
16	Common Excavation (P)	1,135	C.Y.	\$10.00	984		984	\$9,840.00
17	Subgrade Correction (CV)	440	C.Y.	\$32.00			-	\$0.00
18	6" Concrete Driveway Pavement	2,737	S.Y.	\$77.00	1,209	762	1,971	\$151,767.00
19	Type SP 12.5 Wearing Course Mix SPWEB240B (2")	2,566	Ton	\$102.00	323		323	\$32,946.00
20	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2")	1,621	Ton	\$99.00	762		762	\$75,438.00
21	Type SP 12.5 Non-Wearing Course Mix SPNWB230B (2") - L	65	Ton	\$105.00			-	\$0.00
22	Bituminous Roadway Patching	580	S.Y.	\$25.80			-	\$0.00
23	3" Bituminous Trail	20	S.Y.	\$40.00	13		13	\$520.00
24	4" Concrete Walk	31,365	S.F.	\$7.25	12,057	7,275	19,332	\$140,157.00
25	6" Concrete Walk	1,910	S.F.	\$10.00	710	263	973	\$9,730.00
26	Concrete Curb & Gutter, Design B624	852	L.F.	\$36.50	272	254	526	\$19,199.00
27	Concrete Curb & Gutter, Design Driveover	633	L.F.	\$32.75	591	180	771	\$25,250.25
28	Connect to Ex. Subdrain	1	Each	\$400.00		1	1	\$400.00
29	Connect to Ex. Storm Sewer	4	Each	\$475.00		4	5	\$2,375.00
30	6" Perf PVC Pipe Drain	813	L.F.	\$22.95	215	647	862	\$19,782.90
31	4" PVC Pipe Subdrain Service	25	L.F.	\$40.00		26	26	\$1,040.00
32	6" PVC Pipe Drain Cleanout	5	Each	\$325.00		4	4	\$1,300.00
33	Truncated Domes	415	S.F.	\$50.00	171	44	215	\$10,750.00
34	Storm Drain Inlet Protection	23	Each	\$125.00	6	17	23	\$2,875.00
35	Sod Type Lawn	6,955	SY	\$7.00		1,890	1,890	\$13,230.00
36	Loam Topsoil Borrow (LV)	1,260	C.Y.	\$17.00			-	\$0.00
37	Ditch Check, Type 2	800	L.F.	\$7.00	25		25	\$175.00
38	Traffic Control and Signage	1	LS	\$4,700.00	0.5		0.5	\$2,350.00
39	Material Testing Allowance	1	LS	\$1,500.00	0.5466667	0.0866666	0.6333333	\$950.00
40	Repair Irrigation System Piping	500	LF	\$10.00	5		5	\$50.00

Total Work Completed \$626,494.15

Less 5% Retainage \$31,324.71
 Less Previous Payments \$418,054.86

Net Payment this Estimate \$177,114.58

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Annual LMC and MMA Association Dues Renewal

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve as presented

Preparer: Cami Reber

ATTACHMENTS:
[2024 Mayors Dues Invoice.pdf](#)
[LMC Membership Dues.pdf](#)



MMA Executive Committee

President
Kevin Voracek
Faribault
(507) 384-0567
kvoracek@ci.faribault.mn.us

1st Vice President
Tracy Bertram
Becker
(612) 219-3407
tbertram@ci.becker.mn.us

2nd Vice President
Brian Holmer
Thief River Falls
(218) 681-2943
mayorholmer@citytrf.net

3rd Vice President
Courtney Johnson
Carver
(612) 702-7703
cjohnson@cityofcarver.com

4th Vice President
Julie Maas-Kusske
Maple Plain
(763) 458-2719
juliemaaskusske@mapleplain.com

Secretary
Jennifer Labadie
Shorewood
(612) 702-7703
JLabadie@ci.shorewood.mn.us

Past President
Lisa Iverson
Wyoming
(651) 462-0575
liverson@wyomingmn.org

Treasurer
Luke Fischer
Executive Director
LMC
(651) 281-1279
lfischer@lmc.org

League Contact:
Madison Hagenau
Engagement Manager
League of Minnesota Cities (LMC)
145 University Avenue West
St. Paul, MN 55103-2044

INVOICE

FOR MEMBERSHIP DUES IN THE MINNESOTA MAYORS ASSOCIATION

For the Fiscal Year Beginning September 1, 2023

Annual Dues

for

Minnesota Mayors Association Membership.....\$30.00

Minnesota Mayors Association Membership Dues for:

Mayor: Daryl Glassmaker

City: Byron

Mayor's Preferred E-mail*: _____

Mayor's Preferred Phone*: _____

Make Check Payable To: **League of Minnesota Cities**

Send To: Minnesota Mayors Association
c/o Finance Department
League of Minnesota Cities
145 University Avenue West
St. Paul, MN 55103-2044

Payment from public funds authorized by Minn. Stat., Sec. 471.96

Please return this form with payment. Payment can be included on the same check as the city's League membership dues, if desired. Questions regarding this invoice may be referred to the League Finance Department at 651-281-1200.

*The Minnesota Mayors Association is requesting this additional personal contact information to ensure communications on the mayor's MemberLink online listserv, Annual Conference notification, and other information reach all members directly and on a timely basis.

Membership in the Minnesota Mayors Association can be transferred from an out-going to an incoming mayor. To transfer a Mayors Association membership contact Paul Kascht at billing@lmc.org



Membership Dues Invoice

Effective during 2023-2024

City of Byron

Dues Amount: \$7,908

(Dues amount rounded to nearest dollar.)

Population: 6,883

(Population represents the 2022 State Demographer and Metropolitan Council Estimates.)

Dues are based on your population. See how we calculated your dues at: www.lmc.org/dues

For membership dues in the League of Minnesota Cities for the year beginning September 1, 2023. Annual dues for membership in the League of Minnesota Cities include subscriptions to Minnesota Cities magazine.* Pursuant to the disclosure requirements of Minnesota Statutes, Section 6.76, the proportionate amount of dues spent for lobbying purposes is 11.1%. This percentage is reported to the State Auditor as required by statute.

Payment from Public Funds Authorized by Minn. Stats, Sec. 465.58

I declare under the penalties of law that the foregoing account is just and correct and that no part of it has been paid.

Dated: September 1, 2023

A handwritten signature in black ink, appearing to read "Luke Fischer", is written over a horizontal line.

Luke Fischer
Executive Director, League of Minnesota Cities

Please Remit To:

Finance Department
League of Minnesota Cities
145 University Ave W
St Paul, MN 55103-2044

Include this invoice or reference
invoice #389016 with your
payment.

Questions: billing@lmc.org

*Annual dues include subscriptions to *Minnesota Cities* magazine at \$30 per subscription according to the following schedule based on population: 249 or less, 6; 250-4999, 11; 5000-9999, 15; 10000-19999, 20; 20000-49999, 25; 50000-299999, 30; 300000+, 35. For further information on subscriptions contact the League offices. This information is given in order to meet postal regulations. Please do not use as a basis for payment.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Presentation of 2024 Preliminary Budget, CIP and Levy Recommendation

Request for Action:

Background /Justification: City Tax Levy discussion

Fiscal Impact:

Staff Recommendation:

Preparer: Cami Reber

ATTACHMENTS:

[NOTES FOR CITY TAX LEVY DISCUSSION 2023.docx.pdf](#)
[Estimated Tax assumptions for 2024 Budget and Levy. xlsx.pdf](#)
[2024 Health Insurance Plan Renewal.docx.pdf](#)
[2024 Preliminary General Fund Operating Budget.pdf](#)
[CIP 2024.xlsx.pdf](#)

**NOTES FOR PRELIMINARY CITY TAX LEVY DISCUSSION
FOR 2024 TAX LEVY YEAR**

Byron Tax Rate History 2019 tax rate = 66.17
 2020 tax rate = 69.63
 2021 tax rate = 68.45
 2022 tax rate = 67.04
 2023 tax rate = 67.04
 2024 proposed tax rate = 59.96

Tax Capacity Value of property in the City as a whole increased by 8.8% from 2022-2023. It is the 2023 values that are used for the 2024 tax calculations.

- The general fund will require \$3,263,000 for operating expenses for 2024 which is \$ 203,065 more than 2023. The items that make up this increase are increases in staff wages per the compensation and classification plan, increase in health insurance (4.5%), general operating increases which include training/education and special projects (to account for the branding project). Staff also reviewed the Payroll wage distribution for all employees and made some changes to reflect the jobs that are done.
- Debt service for the 2018 Bond was completed in 2023 which decreased the debt service piece of the levy. Between 2024 and 2025, the City will continue to see decreases in this area. Some tax abatements were completed in 2023 but more will be coming on after 2024.

Staff met with the Finance Committee to review the preliminary budget numbers. After discussion and review, it is our recommendation to set the total proposed levy to \$5,716,484 which is made up of \$2,647,649 for general operating expenses, \$1,368,835 for debt service which includes tax abatement distributions, and \$1,700,000 to CIP. With this proposal, the City tax rate from 2023-2024 will decrease from 67.04 to 59.96.

The attached resolution outlines the items that make up the levy. The table below shows the impact of the tax rate on various home values. **The amount of City tax you will pay depends on the value of your property and if it increased or decreased.** If your property value increases, you will pay more even though the tax rate stays the same/or decreases.

Taxable Value of	2023	2024 Proposed	Estimated
Home	67.04%	59.59%	Difference
\$150,000	\$ 1,006	894	(112)
\$200,000	\$ 1,341	1192	(149)
\$250,000	\$ 1,676	1490	(186)
\$300,000	\$ 2,011	1788	(224)
\$350,000	\$ 2,346	2086	(261)
\$450,000	\$ 3,017	2682	(335)

Final 2023 NTC/Levy/Tax Rate		CIP	GF LEVY	Tax Abatements + DEBT	Tax Capacity	Tax Rate
		\$1,792,993	\$2,475,864	1,667,450	8,855,161	67.04

Proposed for 2024 Budget/Levy with Actual NTC		CIP	GF LEVY	Tax Abatements + DEBT	Tax Capacity	Tax Rate
Proposed Budget/Levy w Actual Net tax Cap	Keep CIP Same	\$1,792,993	\$2,647,649	\$1,368,835	\$9,592,247	60.56
Proposed Budget/Levy w Actual Net tax Cap	Decrease CIP	\$1,700,000	\$2,647,649	\$1,368,835	\$9,592,247	59.59
		\$1,500,000	\$2,647,649	\$1,368,835	\$9,592,247	57.51
Proposed Budget/Levy w Actual Net tax Cap	Decrease CIP	\$1,300,000	\$2,647,649	\$1,368,835	\$9,592,247	55.42
		\$1,200,000	\$2,647,649	\$1,368,835	\$9,592,247	54.38
Proposed Budget/Levy/Net Tax Capacity to keep same tax rate		\$2,414,000	\$2,647,649	\$1,368,835	\$9,592,247	67.04

Est. Market Value 2023 for taxes payable 2024 = \$899,333,900
 Est. Net Tax Capacity 2023 for taxes payable 2024 = \$9,592,247
 8.8% increase in Market Value from 2022-2023
 8.3% increase in NTC from 2022 - 2023

Estimated Tax assumptions based on the above scenarios

Taxable Residential Home	Current 2023	2024	Estimated	2024	Estimated	2024	Estimated	2024	Estimated
Value of Home	67.04%	60.56%	Difference	59.59%	Difference	55.42%	Difference	67.04%	Difference
\$150,000	\$ 1,006	\$ 908	\$ (97)	\$ 894	\$ (112)	\$ 831	\$ (174)	\$ 1,006	\$ -
\$200,000	\$ 1,341	\$ 1,211	\$ (130)	\$ 1,192	\$ (149)	\$ 1,108	\$ (232)	\$ 1,341	\$ -
\$250,000	\$ 1,676	\$ 1,514	\$ (162)	\$ 1,490	\$ (186)	\$ 1,386	\$ (291)	\$ 1,676	\$ -
\$300,000	\$ 2,011	\$ 1,817	\$ (194)	\$ 1,788	\$ (224)	\$ 1,663	\$ (349)	\$ 2,011	\$ -
\$350,000	\$ 2,346	\$ 2,120	\$ (227)	\$ 2,086	\$ (261)	\$ 1,940	\$ (407)	\$ 2,346	\$ -
\$450,000	\$ 3,017	\$ 2,725	\$ (292)	\$ 2,682	\$ (335)	\$ 2,494	\$ (523)	\$ 3,017	\$ -

2024 Health Insurance Plan Renewal

The City is part of the Minnesota Healthcare Consortium (MHC) through the Southeast Service Cooperative (SSC). The health plan administrator is Medica. Employees have two options to choose from through our Health Insurance Plan;

- Option 1 - Medica Choice Passport offers access to all the major health care system networks including both OMC and Mayo.
- Option 2 - limits you to certain networks, it includes the Mayo Clinic Health System but does not include OMC.

For 2024, the City will see a 4.5% premium increase. The medium increase received by the small pool group is 6.3%. The IRS changed its minimum deductible for HDHP qualified insurance for 2024. The change for our plan will go from \$3,000/\$6,000 to \$3,200/\$6,400. This also changes the amount of dollars that the City contributes to HSA/VEBA plans if we stay consistent with what has been done in the past.

The practice has been that employees electing single coverage pay 5% of the cost of their insurance and employees electing family coverage pay 25%. If the Council agrees to continue with that practice, the increase will have the following impact on the cost of the single and family monthly rates and contribution levels:

2024 RATES

Medica Choice Passport

Single Premium Rate: \$958.26 to 1001.38

Employee Contribution - \$47.91 - \$23.95/per pay period to 50.07 or 25.03

City Contribution: \$910.35 per month to 951.31

Family Premium Rate: \$2,175.36 to 2273.24

Employee Contribution - \$543.84 - \$271.92/per pay period to 568.31 or 284.16

Employer Contribution - \$1,631.52 to 1704.93

PLAN 2 - Mayo ACO

Single Premium Rate: \$929.51 to 971.34

Employee Contribution - \$46.47 - \$23.23/per pay period to 48.57 or 24.28

City Contribution - \$883.03 to 922.77

Family Premium Rate: \$2,110.10 to 2205.06

Employee Contribution - \$527.52 - \$263.76/per pay period to 551.27 or 275.63

Employer Contribution - \$1,582.58 or 1653.79

The City currently contributes ½ of the deductible to the employees HSA/VEBA Plan each year. With the change in the minimum deductible plan for 2024, the City contribution will be \$1,600 single, \$3,200 Family. This is an increase of \$100/year single covered and \$200/year family. Total City impact is \$1,500.

Based on current enrollment numbers, the financial impact to the City overall would be **\$8,310**. This amount is currently built into the preliminary budget/levy that the City Council has approved. This includes the increase to the HSA/VEBA contribution.

RECOMMENDATION

It is my recommendation that the City Council approve the 2024 Health Plan Insurance renewal as presented along with the contribution of one half of the deductible into the employee's HSA/VEBA account. I also recommend that we stay consistent with the employee contribution level for 2024.

**2024 PRELIMINARY BUDGET REPORT
YTD ACTIVITY W/PREVIOUS YEARS**

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
ESTIMATED REVENUES						
Dept 00000						
101-00000-31010	PROPERTY TAX-CURRENT	2,568,021	2,296,739	2,475,864	1,395,111	2,647,649
101-00000-31060	TAX ABATEMENTS	19,000	34,774	210,000	110,083	258,780
101-00000-32100	LICENSE/PERMITS-BUSINESS	33,701	42,115	33,000	28,650	33,000
101-00000-32200	LICENSE/PERMITS-NONBUSINESS	34,788	35,118	17,000	21,577	18,000
101-00000-32210	BUILDING PERMIT FEES	84,560				
101-00000-33418	MN STATE AID - STREETS	23,338	12,120	47,400	10,695	11,000
101-00000-33600	GRANTS FROM OTHER GOV T UNITS	600				
101-00000-34107	ASSESSMENT SEARCHES	7,450	3,870	5,000	2,005	5,000
101-00000-34200	CHARGES - PUBLIC SAFETY	104,995	104,897	84,946	26,695	87,166
101-00000-34205	CHARGES-SERVICE-FIRST RESPOND	16,531	15,010	15,725	25,478	17,438
101-00000-34700	CHARGES-SERVICE-RECREATION	760	9,742		4,718	5,000
101-00000-34720	SWIMMING POOL REVENUE	27,996	30,901	27,000	39,040	28,000
101-00000-35000	FINES/FORFEITS-TRAFFIC/ORDIN	7,310	3,253		6,269	10,000
101-00000-36210	INTEREST INCOME	985	13,565	5,000	92	5,000
101-00000-36250	REFUNDS/REIMBURSEMENTS	33,235	29,141	17,000	21,090	17,000
101-00000-37000	FIRE AID/SALE OF CAP ASSET OFF	55,071	62,976	53,000	1,000	53,000
101-00000-37750	OTHER REVENUES	19,854	11,334	10,000	5,847	10,000
101-00000-37760	OTHER REVENUES-CABLE	55,082	50,605	52,000	60,602	52,000
101-00000-38300	SPECIAL ASSESSMENTS	12,438	10,188	7,000	3,818	7,000
Totals for dept 00000 -		3,105,715	2,766,348	3,059,935	1,762,770	3,265,033
TOTAL ESTIMATED REVENUES		3,105,715	2,766,348	3,059,935	1,762,770	3,265,033

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
APPROPRIATIONS						
Dept 41310 - Council and Mayor						
40101	SALARIES & WAGES	54,944	54,317	60,849	31,719	81,276
40120	BENEFITS		11,194	14,359	7,982	35,990
40122	SOCIAL SECURITY & MEDICARE	4,183				
40125	EMPLOYER PENSION CONTRIBUTIONS	2,982				
40131	EMPLOYER INSURANCE CONTRIBUTIO	4,560				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	1,185	220	2,000	1,280	2,000
40211	OPERATING SUPPLIES	539	834	2,000	184	1,000
40300	PROFESSIONAL SERVICES	2,738	3,942	5,000	2,121	3,000
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	893	2,163	2,000	1,285	2,000
40361	INSURANCE	1,359	1,337	2,000	2,668	2,000
40380	UTILITIES	2,073	3,425	5,000	2,536	5,000
40405	SPECIAL PROJECTS	24,052	15,701	60,000	14,891	50,000
Totals for dept 41310 - Council and Mayor		99,508	93,133	153,208	64,666	182,266
Dept 41320 - Clerk Treasurer						
40101	SALARIES & WAGES	44,319	48,566	43,941	28,678	182,273
40120	BENEFITS		12,472	13,200	10,544	57,878
40122	SOCIAL SECURITY & MEDICARE	3,342				
40125	EMPLOYER PENSION CONTRIBUTIONS	4,258				
40131	EMPLOYER INSURANCE CONTRIBUTIO	5,087				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	2,333	11,676	12,000	4,146	15,000
40211	OPERATING SUPPLIES	4,324	6,902	8,496	3,488	8,496
40300	PROFESSIONAL SERVICES	5,812	13,170	13,000	11,424	13,000
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	1,158	2,356	2,000	2,492	5,000
40320	COMMUNICATIONS	2,052	2,663	2,500	1,282	2,500
40340	ADVERTISING	89	1,854	1,500	232	1,500
40361	INSURANCE	14,141	18,398	23,000	35,593	23,000
40405	SPECIAL PROJECTS					20,000
40418	OTHER SERVICES/CONTRACT		757		661	

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40430	MISCELLANEOUS	4,793				
50570	OFFICE EQUIP & FURNISHINGS	695	2,538	1,260	336	1,260
50581	LONG-TERM CAPITAL IMPROVEMENTS		20,000	40,000	11,500	
Totals for dept 41320 - Clerk Treasurer		92,403	141,352	160,897	110,376	329,907
Dept 41330 - Byron Economic Dev. Authority						
40101	SALARIES & WAGES	89,338	68,483	95,602	59,018	107,754
40120	BENEFITS		20,852	32,650	21,311	36,352
40122	SOCIAL SECURITY & MEDICARE	6,733				
40125	EMPLOYER PENSION CONTRIBUTIONS	8,717				
40131	EMPLOYER INSURANCE CONTRIBUTIO	11,925				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	22,770	23,967	30,000	16,083	35,000
40211	OPERATING SUPPLIES	1,259	258	500	40	500
40300	PROFESSIONAL SERVICES	19,329	14,181	13,000	1,495	15,000
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	1,126	2,596	3,000	838	2,000
40320	COMMUNICATIONS	1,770	2,262	6,000	4,678	5,000
40340	ADVERTISING	69	433	500	303	500
40361	INSURANCE	1,195	567	2,000		
40405	SPECIAL PROJECTS		12,900	10,000		50,000
40490	BUSINESS SUBSIDY	213,443	33,979	210,000	84,655	258,780
Totals for dept 41330 - Byron Economic Dev. Authority		377,674	180,478	403,252	188,421	510,886
Dept 41530 - Indep.Auditor/Accounting						
40300	PROFESSIONAL SERVICES	28,447	31,981	34,000	33,725	37,000
40418	OTHER SERVICES/CONTRACT	47,912	2,910	5,000	2,637	2,000
Totals for dept 41530 - Indep.Auditor/Accounting		76,359	34,891	39,000	36,362	39,000
Dept 41600 - City Attorney/Legal						
40300	PROFESSIONAL SERVICES	4,667	13,180	15,000	12,044	15,000
Totals for dept 41600 - City Attorney/Legal		4,667	13,180	15,000	12,044	15,000
Dept 41910 - Planning and Zoning						
40101	SALARIES & WAGES	59,830	59,897	69,237	40,547	11,861

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40120	BENEFITS		22,400	27,000	14,835	3,912
40122	SOCIAL SECURITY & MEDICARE	4,664				
40125	EMPLOYER PENSION CONTRIBUTIONS	6,031				
40131	EMPLOYER INSURANCE CONTRIBUTIO	11,943				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	1,056	2,000	1,000	1,074	1,000
40211	OPERATING SUPPLIES	469	563	500	252	500
40300	PROFESSIONAL SERVICES	5,855	16,662	60,000	35,650	5,000
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	68	147	500		500
40320	COMMUNICATIONS	416	918	750	488	750
40340	ADVERTISING	513	424	1,000	93	500
40361	INSURANCE	6,872	6,341	11,000	10,330	10,000
Totals for dept 41910 - Planning and Zoning		97,717	109,352	170,987	103,269	34,023
Dept 41940 - City Hall						
40300	PROFESSIONAL SERVICES	17,345	15,754	25,000	15,641	25,000
40320	COMMUNICATIONS	36	199	8,000	311	8,000
40380	UTILITIES	17,175	21,289	20,000	14,103	20,000
40400	REPAIRS AND MAINTENANCE	1,078	4,577	5,000	286	5,000
Totals for dept 41940 - City Hall		35,634	41,819	58,000	30,341	58,000
Dept 42110 - Law Enforcement						
40300	PROFESSIONAL SERVICES	360,941	355,457	365,563	278,821	387,497
40309	FEES AND FINES		3,253		6,269	10,000
Totals for dept 42110 - LAW ENFORCEMENT		360,941	358,710	365,563	285,090	397,497
Dept 42153 - First Responders						
40101	SALARIES & WAGES	24,199	30,431	34,000	5,519	26,625
40120	BENEFITS		4,451	7,624	2,029	6,111
40122	SOCIAL SECURITY & MEDICARE	1,828				
40125	EMPLOYER PENSION CONTRIBUTIONS	440				
40131	EMPLOYER INSURANCE CONTRIBUTIO	717				
40201	OFFICE SUPPLIES		10	145		150
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	531	2,879	2,000	1,682	2,000

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40211	OPERATING SUPPLIES	5,072	5,155	10,000	2,404	10,300
40320	COMMUNICATIONS	647	1,365	2,000	530	2,060
40361	INSURANCE	3,097	2,786	4,810	6,249	4,955
40380	UTILITIES	1,504	2,295	2,440	2,881	2,515
40400	REPAIRS AND MAINTENANCE	669	674	1,435	739	1,480
50581	LONG-TERM CAPITAL IMPROVEMENTS		7,000	7,000		7,000
Totals for dept 42153 - First Responders		38,704	57,046	71,454	22,033	63,196
Dept 42210 - Fire Protection						
40101	SALARIES & WAGES	48,342	52,729	53,100	5,519	49,125
40120	BENEFITS		6,158	7,124	2,030	10,484
40122	SOCIAL SECURITY & MEDICARE	3,675				
40124	FIREFIGHTER S RELIEF PENSION	15,000	15,000	15,000		15,000
40125	EMPLOYER PENSION CONTRIBUTIONS	440				
40131	EMPLOYER INSURANCE CONTRIBUTIO	716				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	8,182	3,759	10,000	8,993	10,400
40211	OPERATING SUPPLIES	12,695	11,959	18,000	5,669	18,720
40221	SMALL TOOLS & MINOR EQUIPMENT	13,562	12,309	15,000	477	16,301
40300	PROFESSIONAL SERVICES	3,959	4,396	4,500	895	5,000
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	1,095	660	3,000	167	2,600
40320	COMMUNICATIONS	2,915	1,598	4,500	1,159	4,680
40361	INSURANCE	18,478	19,541	20,029	37,810	15,000
40380	UTILITIES	6,564	9,794	10,000	5,547	10,600
40400	REPAIRS AND MAINTENANCE	11,940	12,311	18,000	9,036	18,720
40418	OTHER SERVICES/CONTRACT	1,170	1,333	2,000	291	1,500
40438	STATE RELIEF CONTRIBUTION	55,071	62,976	53,000	1,000	55,120
50510	CAPITAL OUTLAY			1,078		1,000
50520	BUILDINGS	553	796	1,500		1,560
50540	MACHINERY AND EQUIPMENT		141,000	132,176		154,000
Totals for dept 42210 - Fire Protection		204,357	356,319	368,007	78,593	389,810
Dept 42401 - Building Inspections						
40101	SALARIES & WAGES	14,608	17,922	23,161	12,341	

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40120	BENEFITS		6,689	11,300	4,574	
40122	SOCIAL SECURITY & MEDICARE	1,061				
40125	EMPLOYER PENSION CONTRIBUTIONS	1,274				
40131	EMPLOYER INSURANCE CONTRIBUTIO	2,635				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	50				
40211	OPERATING SUPPLIES	197				
40300	PROFESSIONAL SERVICES	56,133				
40361	INSURANCE	3,007	389			
Totals for dept 42401 - Building Inspections		78,965	25,000	34,461	16,915	
Dept 42600 - Engineering						
40300	PROFESSIONAL SERVICES	19,010	51,852	40,000	18,765	40,000
Totals for dept 42600 - Engineering		19,010	51,852	40,000	18,765	40,000
Dept 42700 - Animal Control						
40101	SALARIES & WAGES	2,634				
40122	SOCIAL SECURITY & MEDICARE	214				
40125	EMPLOYER PENSION CONTRIBUTIONS	303				
40131	EMPLOYER INSURANCE CONTRIBUTIO	683				
Totals for dept 42700 - Animal Control		3,834				
Dept 43123 - Streets & Alleys						
40101	SALARIES & WAGES	109,381	122,360	161,544	76,135	229,807
40120	BENEFITS		47,237	63,020	30,754	84,662
40122	SOCIAL SECURITY & MEDICARE	8,264				
40125	EMPLOYER PENSION CONTRIBUTIONS	10,774				
40131	EMPLOYER INSURANCE CONTRIBUTIO	27,378				
40201	OFFICE SUPPLIES	29				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	1,093	275	1,500	193	6,500
40211	OPERATING SUPPLIES	23,700	29,036	27,000	13,049	28,500
40221	SMALL TOOLS & MINOR EQUIPMENT	3,606	1,468	4,000	1,460	4,000
40300	PROFESSIONAL SERVICES	2,777	3,304	7,500	2,652	7,500
40311	TRAVEL-ROOM/MEAL/MILES/PARKING	275	272	650	134	650

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40320	COMMUNICATIONS	1,696	1,545	2,500	1,490	2,500
40361	INSURANCE	11,370	15,586	20,000	31,843	20,600
40380	UTILITIES	5,759	10,261	10,200	8,777	10,506
40400	REPAIRS AND MAINTENANCE	34,330	43,255	65,000	41,172	65,000
40418	OTHER SERVICES/CONTRACT	97,589	46,245	100,000	3,832	100,000
50540	MACHINERY AND EQUIPMENT		1,182		1,400	
Totals for dept 43123 - Streets & Alleys		338,021	322,026	462,914	212,891	560,225
Dept 43125 - Snow & Ice Removal						
40101	SALARIES & WAGES	54,985	60,982	54,107	38,672	63,670
40102	OVERTIME	5,487	12,434	5,000	2,778	
40120	BENEFITS		26,455	22,348	17,170	26,605
40122	SOCIAL SECURITY & MEDICARE	4,525				
40125	EMPLOYER PENSION CONTRIBUTIONS	5,891				
40131	EMPLOYER INSURANCE CONTRIBUTIO	11,090				
40211	OPERATING SUPPLIES	16,192	28,805	23,500	18,492	25,000
40320	COMMUNICATIONS	1,567	1,683	2,200	1,396	2,500
40361	INSURANCE	1,963	1,898	4,000	4,135	4,120
40400	REPAIRS AND MAINTENANCE	11,594	10,054	15,000	6,391	15,000
40418	OTHER SERVICES/CONTRACT	967		2,500		2,500
Totals for dept 43125 - Snow & Ice Removal		114,261	142,311	128,655	89,034	139,395
Dept 43160 - Street Lighting						
40380	UTILITIES	110,408	121,512	135,000	72,511	135,000
Totals for dept 43160 - Street Lighting		110,408	121,512	135,000	72,511	135,000
Dept 45124 - Swimming Pool						
40101	SALARIES & WAGES	39,322	50,536	52,136	52,621	45,000
40120	BENEFITS		6,778	10,080	6,040	2,400
40122	SOCIAL SECURITY & MEDICARE	2,957				
40125	EMPLOYER PENSION CONTRIBUTIONS	903				
40131	EMPLOYER INSURANCE CONTRIBUTIO	1,824				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	414	554	1,000	1,269	1,500

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
40211	OPERATING SUPPLIES	5,528	6,172	9,500	4,306	9,700
40221	SMALL TOOLS & MINOR EQUIPMENT	1,714	867	5,000	3,443	5,000
40320	COMMUNICATIONS			300		300
40340	ADVERTISING			350		350
40361	INSURANCE	5,754	4,784	9,000	7,014	9,270
40380	UTILITIES	9,041	11,483	9,000	6,720	9,270
40400	REPAIRS AND MAINTENANCE	11,658	22,820	15,000	3,583	15,000
40418	OTHER SERVICES/CONTRACT	1,148	1,072	1,750	304	2,000
50581	LONG-TERM CAPITAL IMPROVEMENTS				10,526	
Totals for dept 45124 - Swimming Pool		80,263	105,066	113,116	95,826	99,790
Dept 45200 - Park Department						
40101	SALARIES & WAGES	148,217	176,753	154,171	127,215	93,482
40120	BENEFITS		54,384	46,650	37,655	26,373
40122	SOCIAL SECURITY & MEDICARE	11,278				
40125	EMPLOYER PENSION CONTRIBUTIONS	12,932				
40131	EMPLOYER INSURANCE CONTRIBUTIO	30,169				
40207	EDUCATEEXP/MEMBERSHIP/PERMITS	1,036	395	1,750	477	1,500
40211	OPERATING SUPPLIES	30,655	34,031	34,500	16,962	35,000
40221	SMALL TOOLS & MINOR EQUIPMENT	2,691	2,422	3,000	955	3,500
40300	PROFESSIONAL SERVICES	3,133	4,783	7,000	2,654	7,000
40320	COMMUNICATIONS	1,574	1,653	2,000	1,393	2,300
40340	ADVERTISING			350		350
40361	INSURANCE	10,807	12,740	20,000	21,422	20,000
40380	UTILITIES	16,494	17,338	17,000	11,415	17,000
40400	REPAIRS AND MAINTENANCE	13,199	14,154	18,000	14,052	19,500
40405	SPECIAL PROJECTS		5,658		200	5,000
40410	RENTALS	3,976	4,582	6,000	5,382	8,000
40418	OTHER SERVICES/CONTRACT	5,301	2,073	2,500	110	2,500
40439	TREES	19,805	17,450	21,500		21,500
50540	MACHINERY AND EQUIPMENT	3,080	4,770	6,000	1,975	6,000
Totals for dept 45200 - Park Department		314,347	353,186	340,421	241,867	269,005

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
Dept 47100 - Bonded Debt						
70720	TRANSFER OUT	133,172	113,305			
Totals for dept 47100 - Bonded Debt		133,172	113,305			
Dept 49844 - Cable-Culture&Recreation						
40101	SALARIES & WAGES	4,511				
40122	SOCIAL SECURITY & MEDICARE	336				
40125	EMPLOYER PENSION CONTRIBUTIONS	407				
40131	EMPLOYER INSURANCE CONTRIBUTIO	677				
Totals for dept 49844 - Cable-Culture&Recreation		5,931				
TOTAL APPROPRIATIONS		2,586,176	2,620,538	3,059,935	1,679,004	3,263,000

GL NUMBER AND ACCOUNT	DESCRIPTION	2021 ACTIVITY	2022 ACTIVITY	2023 ORIGINAL BUDGET	2023 ACTIVITY THRU 09/30/23	2024 FINANCE REVIEW BUDGET
NET OF REVENUES/APPROPRIATIONS - FUND 101		519,539	145,810		83,766	2,033

Last Updated: 8/28/2023		FY 2024 Capital Improvement Program														
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
City Hall																
Security Cameras - City Hall and BCRC	ci	\$30,000														
Server - Network					ci	\$20,000										
Janna Laptop	ci	\$5,000														
City Hall Boiler; Boiler 2022 and VAV System 2024			ci	\$55,000												
AC Unit/Chiller City Hall			ci	\$252,000												
City Hall Copy Machine							ci	\$10,000								
City Hall painting	ci	\$40,000														
		\$75,000	\$307,000	\$0	\$20,000	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire																
New Truck - (budgeted for in 2023 may not pay for until 2024)	fd	\$550,000														
		\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streets																
CSAH 5 Interchange												ci	\$4,000,000			
Ancaster Drive NE - Ancaster Place NE - mill and overlay	ci	\$250,000														
Corridor Study	ci	\$30,000														
7th St NW, 3rd Ave NW			ci	\$1,750,000												
3rd Ave NW - Brookmoor Lane Mill & Overlay			ci	\$425,000												
5th Ave NW, 2nd St NW, 3rd St NW, 6th Ave NW					ci	\$1,600,000										
Somerby Parkway Mill & Overlay					ci	\$700,000										
4th St (Cty 5 NW - 4th Ave NE)						ci	\$2,250,000									
7th St NW, 1st Ave NW, Alley (7th-9th St NW), 9th St NW							ci	\$2,100,000								
2nd Ave NE, 3rd Ave NE, 4th Ave NE, 2nd St NE, 3rd PI NE								ci	\$2,240,000							
7th St (3rd Ave NE to Cty 3)										ci	\$6,000,000					
3rd Ave NE, 3rd St NE, 4th Ave NE										ci	\$850,000					
7th Street Feasibility Study	ci	\$40,000														
		\$320,000	\$2,175,000	\$2,300,000	\$2,250,000	\$2,100,000	\$2,240,000	\$6,850,000	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$0
Parks & Rec																
BCRC Athletic Field Grading	ci	\$180,000														
Ice Rink Concrete Replacement					pf	\$155,000										
Replace Old Towne Playground - (has been ordered may pay for in 2023)	ci	\$40,000														
Pool Upgrades	ci	\$250,000														
Replace Playground Equipment			ci	\$150,000	pf		ci	\$60,000		ci	\$60,000		ci	\$60,000		
Furnish & Intall StoneHaven Playground					pf	\$50,000										
Pickle Ball Courts	ci	\$150,000														
Regional Trail project	ci	\$100,000														
New Pool Project - Planning & Design/Consultant Work	ci	\$50,000			ci	\$9,500,000										
Community Center/New Park Facilities/Pool Survey	ci	\$20,000														
		\$790,000	\$150,000	\$9,550,000	\$215,000	\$0	\$60,000	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Works																
Replace Bobcat						ci	\$75,000		ci	\$75,000						
Replace loader						ci	\$300,000									
Replace Sweeper										ci	\$180,000					
10 Yard Dump Truck				ci	\$300,000								ci	\$300,000		
Loader Pusher/Blade			ci	\$20,000												
Wide Area Mower (ordered in 2023)					ci	\$90,000			ci	\$100,000		ci	\$110,000			
Sidewalks																
SEMCAC Bus 2023	ci	\$20,000														
Mower Replacement - Zero Turn	ci	\$24,500			ci	\$20,000			ci	\$22,000		ci	\$28,000			
4720 Replacement				ci	\$75,000											
UTV Replacement				ci	\$20,000			ci	\$20,000		ci	\$20,000				
Replace Fleet Truck	ci	\$50,000			ci	\$55,000		ci	\$55,000		ci	\$55,000				
Replace Mini Excavator												ci	\$85,000			
Wheel Loader Grapple Bucket 2024	ci	\$20,000														

Last Updated: 8/28/2023

FY 2024 Capital Improvement Program

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038													
Trails																													
Bike Trail Extension through BCRC	ci	\$150,000																											
Trail to Oxbow (cost share)						ci	\$3,000,000																						
Stagecoach Trail head					ci	\$30,000																							
		\$150,000	\$0	\$0	\$30,000	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Storm Water																													
City Hall pond cleaning	sw	\$75,000																											
4th St pond cleaning			sw	\$175,000																									
Industrial park					sw	\$150,000																							
High School pond							sw	\$150,000																					
Windsong pond									sw	\$150,000																			
		\$75,000	\$175,000	\$0	\$150,000	\$0	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
		\$4,176,000	\$3,647,000	\$0	\$13,100,000	\$0	\$3,156,500	\$0	\$2,782,000	\$0	\$7,126,000	\$0	\$12,254,000	\$0	\$838,000	\$0	\$300,000	\$0	\$381,500	\$0	\$6,527,000	\$0	\$71,500	\$0	\$52,000	\$0	\$65,000	\$0	\$45,000
Capital Improvement Fund (CIP)	ci	\$2,249,500	\$2,777,000	\$12,195,000	\$2,525,000	\$2,495,000	\$5,385,000	\$7,047,000	\$295,000	\$40,000	\$278,000	\$4,300,000	\$0	\$0	\$0	\$0													
Water Utility Fund	wu	\$231,500	\$350,000	\$580,000	\$141,500	\$145,000	\$91,000	\$5,157,000	\$256,000	\$155,000	\$53,500	\$2,070,000	\$71,500	\$22,000	\$65,000	\$0													
Sewer Utility Fund	su	\$1,070,000	\$345,000	\$175,000	\$185,000	\$142,000	\$300,000	\$50,000	\$130,000	\$105,000	\$50,000	\$157,000	\$0	\$30,000	\$0	\$0													
Storm Water	sw	\$75,000	\$175,000	\$0	\$150,000	\$0	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Park Dedication Fee	pf	\$0	\$0	\$50,000	\$155,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0													
TID	td	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Bond	bd		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0													
Fire Capital Fund	fd	\$550,000																											
		\$4,176,000	\$3,647,000	\$13,000,000	\$3,156,500	\$2,782,000	\$5,926,000	\$12,254,000	\$831,000	\$300,000	\$381,500	\$6,527,000	\$71,500	\$112,000	\$65,000	\$0													
Capital Improvement Fund																													
Revenues		\$1,999,478	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000													
Expenditures - CIP		\$2,249,500	\$2,777,000	\$12,195,000	\$2,525,000	\$2,495,000	\$5,385,000	\$7,047,000	\$295,000	\$40,000	\$278,000	\$4,300,000	\$0	\$0	\$0	\$0													
Balance		\$3,388,193	\$2,511,193	\$7,783,807	\$8,408,807	\$9,003,807	\$12,488,807	\$17,635,807	\$16,030,807	\$14,170,807	\$12,548,807	\$14,948,807	\$13,048,807	\$11,148,807	\$9,248,807	\$7,348,807													
Storm Water																													
Revenues		\$202,578	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000													
Expenditures		\$107,705	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Expenditures - CIP		\$75,000	\$175,000	\$0	\$150,000	\$0	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Balance		\$600,803	\$625,803	\$825,803	\$875,803	\$1,075,803	\$1,125,803	\$1,325,803	\$1,375,803	\$1,575,803	\$1,775,803	\$1,975,803	\$2,175,803	\$2,375,803	\$2,575,803	\$2,775,803													
Park Dedication Fee																													
Revenue		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000													
CIP		\$0	\$0	\$50,000	\$155,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0													
Annual balance		\$5,000	\$5,000	\$45,000	\$150,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000	\$5,000	\$5,000													
Balance		\$317,000	\$322,000	\$277,000	\$127,000	\$132,000	\$137,000	\$142,000	\$147,000	\$152,000	\$157,000	\$162,000	\$167,000	\$142,000	\$147,000	\$152,000													
GENERAL UTILITIES - Water																													
Revenues (2%)		\$817,000	\$840,000	\$856,800	\$873,936	\$891,415	\$909,243	\$927,428	\$945,976	\$964,896	\$984,194	\$1,003,878	\$1,023,955	\$1,044,434	\$1,065,323	\$1,086,630													
Expenditures (4%)		\$784,373	\$832,832	\$866,145	\$900,791	\$936,823	\$974,296	\$1,013,267	\$1,053,798	\$1,095,950	\$1,139,788	\$1,185,380	\$1,232,795	\$1,282,107	\$1,333,391	\$1,386,726													
Subtotal		\$32,627	\$7,168	\$9,345	\$26,855	\$45,408	\$65,053	\$85,840	\$107,822	\$131,054	\$155,594	\$181,502	\$208,839	\$237,672	\$268,068	\$300,097													
CIP		\$231,500	\$350,000	\$580,000	\$141,500	\$145,000	\$91,000	\$5,157,000	\$256,000	\$155,000	\$53,500	\$2,070,000	\$71,500	\$22,000	\$65,000	\$0													
Balance		\$1,160,127	\$817,295	\$227,950	\$59,595	\$130,813	\$286,866	\$5,529,706	\$5,893,527	\$6,179,581	\$6,388,676	\$8,640,178	\$8,920,517	\$9,180,189	\$9,513,257	\$9,813,354													
TID																													
Revenues		\$0																											
Expenses		\$0																											
CIP		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0													
Balance		\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040	\$139,040													

Last Updated: 8/28/2023		FY 2024 Capital Improvement Program														
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
General Utilities - Sewer	\$940,000	\$254,005	\$78,550	\$49,813	\$13,738	\$60,708	\$293,780	\$306,717	\$431,363	\$564,651	\$678,604	\$937,338	\$1,079,071	\$1,293,119	\$1,521,909	
Revenues (2%)	\$1,473,684	\$1,503,158	\$1,533,221	\$1,563,885	\$1,595,163	\$1,627,066	\$1,659,608	\$1,692,800	\$1,726,656	\$1,761,189	\$1,796,413	\$1,832,341	\$1,868,988	\$1,906,367	\$1,944,495	
Expenditures (4%)	\$1,089,679	\$1,333,613	\$1,386,958	\$1,442,436	\$1,500,133	\$1,560,139	\$1,622,544	\$1,687,446	\$1,754,944	\$1,825,141	\$1,898,147	\$1,974,073	\$2,053,036	\$2,135,157	\$2,220,564	
Subtotal	\$384,005	\$169,545	\$146,263	\$121,449	\$95,030	\$66,928	\$37,063	\$5,354	\$28,288	\$63,953	\$101,735	\$141,732	\$184,048	\$228,790	\$276,069	
CIP	\$1,070,000	\$345,000	\$175,000	\$185,000	\$142,000	\$300,000	\$50,000	\$130,000	\$105,000	\$50,000	\$157,000	\$0	\$30,000	\$0	\$0	
Balance	\$254,005	\$78,550	\$49,813	\$13,738	\$60,708	\$293,780	\$306,717	\$431,363	\$564,651	\$678,604	\$937,338	\$1,079,071	\$1,293,119	\$1,521,909	\$1,797,978	

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Set Truth in Taxation Hearing dates

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve as recommended

Preparer: Cami Reber

ATTACHMENTS:
[2023 TNT Hearing Date.pdf](#)



Olmsted County
PROPERTY RECORDS & LICENSING
RECORDS AND REVENUE

“World Class Customer Service”

Truth-In-Taxation hearing information

Please complete and return to
kay.kuster@olmstedcounty.gov

Date: December 12, 2023

Time: 6:00 PM

Location of Meeting:

Building: Byron City Hall

Room: Council Chambers

Street Address: 680 Byron Main Ct. NE

City, State, Zip: Byron, MN 55920

Contact Person: Cami Reber

Phone Number: 507.775.3400

Website: www.byronmn.com

Will there be a referendum this year? No

Name and phone number of the person completing this form:

Cami Reber, 507.775.3405

Kay E. Kuster
Property Tax Specialist
507-328-7534
kay.kuster@olmstedcounty.gov

Property Tax & Revenue ● 151 4th Street SE ● Rochester, MN 55904
Phone: (507)328-7636 ● Fax:(507)328-7964
Email: propertyweb@co.olmsted.mn.us
Website: www.olmstedcounty.gov

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023
Originating Dept: Administration
Introduction: Byron Newsletter; August
Request for Action:
Background /Justification:
Fiscal Impact:
Staff Recommendation:
Preparer: Janna Monosmith

ATTACHMENTS:
[Volume 5 Issue 8 August 2023](#)

BYRON COMMUNITY NEWS

BROUGHT TO YOU BY BYRON EDA AND CITY HALL

www.byronmn.com | #WEAREBYRON | Like us on Facebook: Byron, MN

Volume 5 | Issue 8 | August 2023

OTTO'S BAKERY delights its customers



■ Story & Photo by Gretta Becay

Otto and Ann Marie Hemmah have been serving their customers for more than 50 years. They first opened Otto's Bakery in Byron in 1980 in the strip mall next door to their current location. In 1986, they moved to 513 Frontage Rd. NW. The door opens on the iconic blue building at 6 a.m. six days a week to serve hungry customers with delicious pastries, donuts, breads, cakes, buns and more.

Julie Perotti, the couple's daughter, also works long hours at the bakery and her daughter, Kayla, cheerfully helps with little tasks when she can. Ann said that all of their children and grandchildren have worked in the bakery at times, and they still help when available from their full-time jobs.

Goodies from Otto's show up at celebrations all over the region throughout the year. The phone rings steadily as customers order that special treat for their party that no other bakery has. From christenings to Christmas, from graduations to weddings, meetings, parties, and unexpected company; every gathering is better if Otto's treats are being served. The bakery has kept their prices very reasonable which helps keep them busy.

When they first opened in Hayfield, the couple baked for six schools in the area and delivered the orders. Ann reminisced that the lunch ladies preferred the bread to still be warm when it arrived. Otto still starts baking at 2 a.m. or earlier six days a week.

As the years have gone by, the bakery has weathered business downturns, Minnesota storms, and the COVID pandemic. But they're so unique and so famous (Best Bakery two years running in the Post Bulletin) that on Saturday mornings, the line can go all the way out the door of smiling families waiting for their weekend treat. Otto also makes the cakes that are the base for Flap-doodle's ice cream cakes and the pizza crust dough for Wildwood Sports Bar & Grill.

And once a year, the couple box up a container of varied treats and send them to Senator Amy Klobuchar's office in Washington D.C. where they're served on Thursday's 'Minnesota Mornings' to any Minnesotan who happens to be in town during the legislative session.

The bakery is open from 6 a.m. to 5:30 p.m. Monday through Friday and Saturday from 6 a.m. to 12:30 p.m.

Survey results are in; time to drill down to specific wishes

■ Story by Gretta Becay

As part of Byron's strategic plan, a survey was launched in June asking Byron residents about their ideas to improve our town. Results from the 200 respondents showed an interest in a splash pad or renovated/new pool, a community center, and other park improvements.

A new survey will soon be posted to help the strategic planning team drill down on these ideas. Please take a few moments and answer the survey so Byron's future is what you want it to be.



The new survey will be posted by Sept. 1 on the Byron website at https://forms.office.com/pages/responsepage.aspx?id=kxG2URcjrESSUAMNOjL_reLNUDXNaAJEsPeji-igll2BUNjkzV0xJVU1HOEdIRzE5VDUzUIZJVEdaWS4u and there will be a link on the Byron Facebook page. The results of the previous survey are also on the website.



Music, bubbles, and children's laughter filled the air at the third of the 2023 Summer Fun Series concerts held on the grassy park north of Byron city hall Aug. 9. A duo from the nationally known Mason Dixon Line Unplugged band played music and members of the Good Neighbor Days committee - who organized the event - handed out soap bubble wands as children entered the area. Those added to the festive air and a breeze cooled the spectators and kept the soap bubbles dancing.

Compadres Food Truck and Icy Chopps (shaved ice) were set up nearby and as a special treat, Liberty Bell Project offered tethered hot air balloon rides to those brave enough to climb into the basket.

All-in-all, it was the perfect summer evening, and it left the audience members looking forward to the Good Neighbor Days 2024 summer concert series.

Photo by Gretta Becay



Byron City offices will be closed
Monday, September 4
in observance of Labor Day.

Byron Veterans Memorial nears completion

■ Story by Gretta Becay

At the Byron City Council meeting Aug. 8, Bob Pries and Travis Nemechek updated the council members about the status of the Byron Veterans Memorial which is being built near the Bear Roundabout.

Bob explained that most of the work on the memorial is scheduled for completion this fall and the ribbon cutting is planned for Memorial Day 2024. Bob thanked the members of the committee who have worked for several years to see this project through. Members include Carl De-Waard, Jose Perez, Jim Prechel, Chad Bielen, and Aaron Miller, as well as Bob and Travis.

Bob stressed that donations are still



needed to complete the final plans and to set up a Legacy Fund for ongoing maintenance of the monument.

He thanked the many donors including the City of Byron for the work staff members have done to help with the building of the monument and the \$26,000 the city donated. He also thanked the Byron

American Legion and the Snow Seekers for their donations from gambling funds and the many other donors who have brought the fund so close to the goal.

Pavers are also still available and can honor any active or honorably discharged U.S. veteran. These are the perfect gift for the veteran on your list who has everything. Forms to purchase pavers are available at the Byron American Legion.

Donations can be mailed to: Byron Community Foundation, P.O. Box 551, Byron, MN 55920 or online at: www.byroncf.org. Click the 'Give Now' tab. Select the amount you would like to donate. Type 'Byron Veterans Memorial' in the Special Instructions box.

ROBBY HORSMAN



■ Story & Photo by Gretta Becay

Robby Horsman is the new Deputy Clerk/Accounting Technician for the City of Byron. Robby graduated from St. Cloud State with a degree in Finance. During the last two summers, Robby worked as summer help for the Byron Public Works Department. When the Deputy Clerk/Accounting Technician position came open at city hall, Robby had graduated, and he was hired for the job from the field of applicants.

Robby is the son of Renee and Roger. He was born and raised in Kasson. He was an award-winning wrestler in the Kasson/Mantorville school system, and he played wingback in football. He also wrestled at St. Cloud State.

Outside work, Robby still stays in shape by helping in the wrestling program at Kasson/Mantorville. He also plays slow pitch softball. He said he enjoys being with his family – he has two older sisters who each have three children. He also enjoys hunting and fishing.

Robby recently became engaged to be married to Addie Murry. The couple plans to marry next June.

Robby said he is really enjoying his new job and that it is very interesting to see what it takes to run a city.



One of the Night to Unite gatherings on Aug. 1 was held on Ninth Ave. NW in Byron. Hosted by Lisa and Len Jessen, the event was well attended. Representatives from the Olmsted County Sheriff's office came by with handouts for the children in the group and Byron Mayor Daryl Glassmaker also dropped in.

The event is also known as National Night Out. The annual event is on the first Tuesday in August and "promotes police-community partnership, neighborhood camaraderie, and enhances the relationship between neighbors and law enforcement," notes the website for the Minnesota Crime Prevention Association.

For more information, visit <https://www.olmstedcounty.gov/residents/public-safety-law-enforcement/crime-prevention/national-night-out-neighborhood-watch>

Photo by Gretta Becay



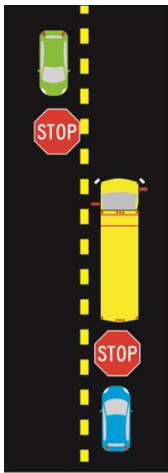
After spreading the soft step bark around the base of the new playground equipment at the swimming pool park, members of the Byron High School Boys Soccer Program posed for a picture on and around the playground equipment. The group worked hard to spread the base at this park and at Olde Towne Park the morning of Aug. 22, one of the hottest days of the year. Public Works Superintendent Tom Ricke said the city really appreciates the help these students provided. The playground equipment in this park is brand new and with the base now in place, it's ready for children to play on. The equipment sits in a shady spot so it's ideal on hot summer days.

Photo submitted

School is starting up. Please remember, as the driver of a vehicle approaching stopped school buses, you must stop and look out for children leaving the bus or approaching it to get on. The minimum fine for a stop-arm violation is \$500.

The Minnesota Department of Public Safety states, "Motorists must stop at least 20 feet from a school bus that is displaying red flashing lights and/or its stop arm is extended when approaching from the rear and from the opposite direction on undivided roads."

VEHICLES TRAVELING IN BOTH DIRECTIONS MUST STOP.



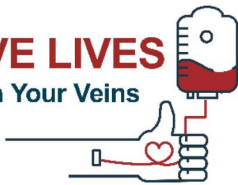
Kelsey and Missy Krogstad were the lucky finders of the 2023 Good Neighbor Days Medallion. The two received a check from the city and came to the city council meeting Aug. 8 to receive congratulations from Mayor Daryl Glassmaker. Photo by Gretta Becay



Mayo Clinic Blood Donor Program

SAVE LIVES
—It's in Your Veins

APPTS still open!
CALL TODAY!



Byron Community Blood Drive
September 5th 2023

Call 507-516-5259 To Donate

Call the Byron City Hall at 775-3400 to have the latest edition of the Byron Community News sent to your inbox OR pick up a copy at City Hall

• Byron Community News layout by Mind to Message Print Design •

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Incident and Calls for Byron; FYI

Request for Action:

Background /Justification:

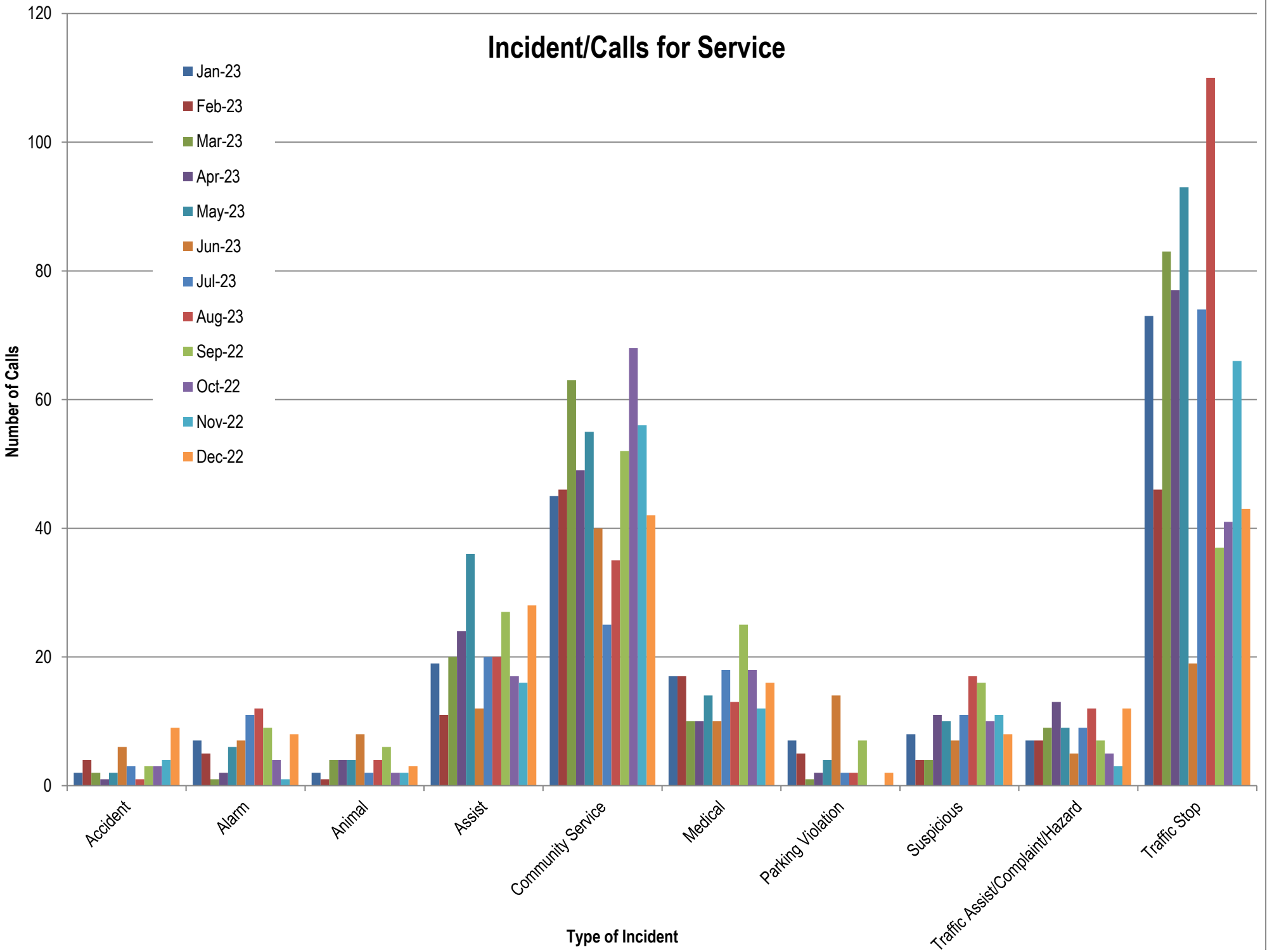
Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
[Calls for Service - August](#)

Incident/Calls for Service



Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Cannabis Discussion

Request for Action:

Background /Justification: Provide direction on possible cannabis moratorium, either for Byron specifically or joining Olmsted County's moratorium until Jan. 1, 2025.

We also need to discuss possible restrictions on where in Byron cannabis can be used. This might include public spaces such as parks, sports complexes, etc. Any restrictions on cannabis use should be consistent with the City's smoking bans in those locations identified. Current park ordinance does NOT restrict smoking in public places such as parks.

Included in the attachments you will find an ordinance adopted by Kasson and draft language for Olmsted County. Both have relatively similar intent.

Any changes to ordinances or moratorium will require a public hearing at the September Council meeting prior to implementation. Possession and use of cannabis became legal in MN August 1st. Dispensing cannabis is not legal until January 1 2025.

Fiscal Impact:

Staff Recommendation: Provide Direction on possible moratorium for dispensing cannabis and possible restrictions for where cannabis can be used, such as parks or sports complexes. Attached is information about current park regulations, current city code pertaining to designated smoke free area(s) and a brief explanation of what the City can regulate in regards to where cannabis can be regulated. This creates 2 separate but related issues. First, does the City wish to regulate the use of cannabis in public spaces? Second, does the City wish to regulate the dispensing of cannabis. The second question is harder to answer as the State has yet to complete their rulemaking efforts. The possibility of a moratorium provides a clear framework for establishing the City's framework once the State is finished with

their rulemaking. Currently the sale of cannabis is not permitted until January 2025, same time frame for a moratorium should we adopt one.

Preparer: Janna Monosmith

ATTACHMENTS:

[Current Park Ordinance](#)

[Cannabis_use_in_public.docx.pdf](#)

[Kasson Cannabis Ordinance.pdf](#)

[Chapter 2150 - Prohibiting Cannabis Use in Public Ordinance Board Version Clean 9-8-23 .docx](#)

CHAPTER 90: PARKS

Section

- 90.01 Definition
- 90.02 Regulation of traffic
- 90.03 Speed limits
- 90.04 Snowmobiles and unlicensed vehicle use
- 90.05 Commercial and user parking and delivery
- 90.06 Restricted areas
- 90.07 Protection of trees, plants and structures
- 90.08 Protection of animals
- 90.09 Hours
- 90.10 Miscellaneous activities
- 90.11 Alcoholic beverages in parks
- 90.12 Dangerous games
- 90.13 Firearms and fireworks
- 90.14 Exclusive park use
- 90.15 Rubbish
- 90.16 Animals
- 90.17 Signs restricted
- 90.18 Parades restricted
- 90.19 Theatrical entertainment and the like
- 90.20 Veteran's memorial

- 90.99 Penalty

Cross-reference:

Park Board, see §§ 31.01 et seq.

§ 90.01 DEFINITION.

The term **PARK**, when used in this chapter, shall be construed to include all public ground maintained as pleasure grounds in the city.

(Ord. 412, passed 9-25-96)

§ 90.02 REGULATION OF TRAFFIC.

No horses or other animals used for riding or driving, or vehicle of any description, will be allowed upon any part of the parks, nor will any vehicle drawn by any animal or any automobile be allowed upon any footwalk, nor will any vehicle used for driving or riding be allowed to stand or go upon any drive, except at such places as the city shall designate for such purpose to the obstruction of the way or inconvenience of persons riding or driving in the parks; and no person shall solicit or invite passengers for hire in said park.

(Ord. 412, passed 9-25-96)

§ 90.03 SPEED LIMITS.

No person shall ride or drive a bicycle, automobile or other road machine or vehicle within the parks faster than reasonable under the circumstances. The city may, at its discretion, make such rules and regulations governing the speed of the said vehicles while traveling upon any of the park roads or pathways of said city and may impose such other conditions or rules governing the use of such vehicles while traveling upon any of such park roads or park pathways as may be deemed by the city necessary to the protection and safety of the public.

(Ord. 412, passed 9-25-96)

§ 90.04 SNOWMOBILES AND UNLICENSED VEHICLE USE.

Snowmobiles, motorcycles, dirt bikes and all other all-terrain vehicles are prohibited in city parks.

(Ord. 412, passed 9-25-96)

§ 90.05 COMMERCIAL AND USER PARKING AND DELIVERY.

Parking and delivery is prohibited on grassy areas and shall be limited to hard-surfaced areas only. Vehicles illegally parked are subject to tow at the owner's expense.

(Ord. 412, passed 9-25-96)

§ 90.06 RESTRICTED AREAS.

The parks and every part thereof are for the use and enjoyment of the public, subject to such restrictions as may be lawfully made for their orderly government, and therefore all visitors are free to go upon the grass, lawn or turf of any park except in any space indicated by visible lines of enclosures on which is posted a sign or placard bearing the words, "Keep out of this enclosure."

(Ord. 412, passed 9-25-96)

§ 90.07 PROTECTION OF TREES, PLANTS AND STRUCTURES.

No person shall climb any trees, pluck any flowers or fruit, whether wild or cultivated, break, cut down or trample upon or remove or in any manner injure or deface any statue, ornament, tree, plant, shrub, flower bed, curb or any of the buildings, fences, bridges or other construction within city parks; nor shall any person write on any building, structure, statue, fence, bench, rock or stone within such parks.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.08 PROTECTION OF ANIMALS.

No person shall send or throw any animal or thing in or upon the waters of any park or kill, injure, molest or unnecessarily disturb any fish, any water fowl or other birds or any animal properly within any park.

(Ord. 412, passed 9-25-96; Am. Ord. 412, passed 2-11-04) Penalty, see § 90.99

§ 90.09 HOURS.

No person, except a law enforcement official and the employees and servants of the city, shall be allowed in any park between the hours of one half hour after sunset and one half hour before sunrise each day, except any Park Board or Park Board Representative approved activities.

(Ord. 412, passed 9-25-96; Am. Ord. 412, passed 2-11-04) Penalty, see § 90.99

§ 90.10 MISCELLANEOUS ACTIVITIES.

No person shall play any music, keep or offer for sale or post or display any sign or placard, flag, target, transparency, advertisement or device of business within any park, building or place under the jurisdiction of the city, unless by the permission of the city and subject to such rules and regulations as the city shall prescribe, and no person shall in any such park beg or publicly solicit subscription, tell fortunes, play any game of cards or other games of chance or any game with table or instruments of gaming, utter loud, threatening or abusive or indecent language or any language tending to cause a breach of the peace or be guilty of any indecent, obscene or disorderly conduct. No person shall make any oration or harangue in such park without the written permission of the city.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.11 ALCOHOLIC BEVERAGES IN PARKS.

It is unlawful for any person to bring upon or possess in a park a container of an alcoholic beverage which contains or has a capacity of more than eight gallons. This section shall not apply to a person licensed to sell alcoholic beverages on park land, to an employee or agent acting on behalf of such licensee, nor to a person delivering an alcoholic beverage to such licensee. No alcoholic beverages, or beverages of any kind, in glass containers are allowed in the parks.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

Cross-reference:

Alcoholic beverages, see Ch. 112

§ 90.12 DANGEROUS GAMES.

No person shall play or engage in any game or exercise which shall be liable to injure travelers or endanger the passage of vehicles on any adjoining street or within the limits of any park.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.13 FIREARMS AND FIREWORKS.

No person shall fire or discharge any gun, pistol, BB/pellet gun, bow and arrow, sling shot or other firearm or any rocket, torpedo or other fireworks of any description or throw any stones or missiles within city parks, nor carry any of the above in any park.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.14 EXCLUSIVE PARK USE.

Athletic games, sports, picnics and other forms of recreation or amusement sanctioned by the city may be held or practiced in such parts of the parks as shall be designated for such use, subject to such regulations as may be made by the city and subject to the orders of any law enforcement official or other officer connected with the park on duty enforcing the rules of the city. Permits for the exclusive use of any picnic area or playground for any specified date or time may be granted at the discretion of the city, and no person shall in any manner disturb or interfere with any club or party occupying the ground under such permit without their consent.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.15 RUBBISH.

No glass containers, filth, dirt, stone, wood, ashes, dead carcass, garbage matter, substance or rubbish, including household garbage of any kind, shall be placed or deposited in any park.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.16 ANIMALS.

No quadrupeds or other animals, except those placed in the parks by the authority of the city, and excepting dogs and cats accompanying their owners or other person having charge thereof and controlled by a line, chain or strap, shall be conducted into the parks or to be allowed to remain therein. It is unlawful for any person who owns or has custody of a dog or cat to cause or permit such animal to defecate on any public property, unless such person immediately removes the excrement and places it in a proper receptacle.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.17 SIGNS RESTRICTED.

No person shall post or affix any printed or written bill or placard, notice or other paper or any sign upon any tree, structure or thing within the parks or upon any gate, fence or enclosure within the limits thereof, except park notices and other authorized bulletins or signs put up by direction of the city.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.18 PARADES RESTRICTED.

No military target, fire, hook-and-ladder or hose company or civic or other procession shall parade, march, drive or perform any military or other evolution or movement within the parks without the written permission of the city.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.19 THEATRICAL ENTERTAINMENT AND THE LIKE.

No person or persons shall have or give any theatrical entertainment in any park, nor shall any parade, procession, public gathering or public meeting of any kind take place in any public park; nor shall any person march in columns on any parkway; but this shall not exclude social or other picnics in such portion of the various parks as may be designated by the city for that purpose. This section may be temporarily suspended on special or extraordinary occasions by formal resolutions of the City Council, duly passed and entered on record in their minutes.

(Ord. 412, passed 9-25-96) Penalty, see § 90.99

§ 90.20 VETERAN'S MEMORIAL.

(A) *Findings and purpose.* The City Council finds that there should be an area within the city's park and open space system set aside exclusively as a memorial to and to honor our nation's, state's and city's men and women currently serving in or who have served in the Armed Forces of the United States. The Veterans Memorial located within Byron Roundabout area and described below herein is hereby so designated. The Veterans Memorial is hereby set aside for purposes of the public honoring and remembering the service and sacrifice of our Nation's veterans and that certain other activities inconsistent with such purpose, when the same may freely occur in the city's other extensive public park and open space areas, inherently contravene, interfere with and are injurious to such purpose. Accordingly, the city has a compelling interest in imposing time, place and manner restrictions on those activities inconsistent with the purpose for which the Veteran's Memorial is designated on a content neutral basis and in a manner that does not unreasonably infringe upon the rights of

the city's inhabitants and visitors to engage in free speech or the free exercise of religion. Therefore, the rules of this section define the standards of conduct required of all the city's inhabitants and visitors to the Veterans Memorial, which is a shrine to honor present and past members of the Armed Forces of the United States and contains monuments for the Civil War, World War I, World War II, Korea, Vietnam, Desert Storm and an All Wars Monument. In addition, POWs, MIAs, Gold Star Spouses and Parents, and Purple Heart holders are also honored.

(B) *Definitions.* When used in this section:

(1) Veterans Memorial or Memorial means the area located between 10th Avenue and westerly line of the round about/Byron monument sign and between Canadian Pacific Railroad property and Frontage Road NE.

(2) Military memorial service or ceremony means a formal group activity conducted by an established military service group intended to honor the active service or memory of members of the Armed Forces.

(C) *Conduct within Veteran's Memorial.* Because the Veteran's Memorial is a shrine, certain acts, appropriate elsewhere in Byron, are not appropriate within the Veteran's Memorial. All visitors, including those attending or taking part in memorial services, shall observe proper standards of conduct, decorum and decency. Specifically, no person shall:

- (1) Deface, climb on, sit on, stand on or otherwise damage any monuments located within the Memorial;
- (2) Use the memorial grounds for playing sports or participating in athletics;
- (3) Use the memorial grounds for grilling or other cooking activities;
- (4) Erect a tent, hammock or other structure unless the use of the same is part of a military memorial service or ceremony authorized by this section;
- (5) Ride a bicycle or skateboard or use rollerblades within the memorial; unless going through the area on the bike path.
- (6) Deposit or throw litter on/in memorial grounds;
- (7) Drive any motor vehicle within the memorial other than in the parking lot;
- (8) Engage in any disorderly conduct as defined in statute or city code within the memorial;
- (9) Display or distribute commercial advertising for the purpose of soliciting business or otherwise solicit business while within the memorial; or
- (10) Be within the boundaries of the memorial between the hours of 10:00 p.m. and 4:00 a.m. of the following day.

(D) *Exceptions.* This section shall not apply to the following:

(1) *Public safety.* The operations of authorized public safety or other city personnel or emergency or city vehicles, including without limitation police vehicles, fire vehicles, ambulances and city, county or state snowplowing vehicles, the use of sirens, warning devices, sound amplification devices or other equipment by public safety personnel or other city personnel in emergency situations or otherwise.

(2) *Emergency or other city work.* Activities or work by city personnel in the performance of emergency work to preserve the public health, safety, or welfare, or in the performance of emergency work necessary to restore a public service or eliminate a public hazard or such other work as the City Administrator or City Council deems necessary or appropriate in the public interest.

(3) *Government sponsored or permitted or licensed activities.* Those certain government, and/or government permitted or licensed activities shall be exempt from the provisions of this section.

(E) Any person convicted of violating any provision of this section is guilty of a misdemeanor.

(Ord. passed 7-25-17)

§ 90.99 PENALTY.

Any person found guilty of violating this chapter shall be guilty of a petty misdemeanor and may be sentenced up to a \$200.00 fine.

(Ord. 412, passed 9-25-96; Am. Ord. 412, passed 2-11-04)

Can our city ban the smoking of cannabis in public places?

A32. A city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following:

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

In addition, under the Minnesota Clear Indoor Air Act, cities are authorized to adopt more stringent regulations on smoking to protect individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic smoking devices. Cities have used this authority to prohibit smoking of tobacco products in public areas including parks, distances from business entrances, and outdoor restaurant patios. This same authority could be used to prohibit the smoking of cannabis in those areas.

Cities should check their ordinances to determine if a prohibition on smoking tobacco products in public places would also apply to cannabis products.

Current City Code

§ 32.02 CITY HALL DESIGNATED AS SMOKE FREE.

Byron, MN Byron, MN Code of Ordinances

...§ 32.02 CITY HALL DESIGNATED AS SMOKE FREE. (A) In accordance with M.S. §§ 144.411 through 144.417, as amended from time to time, no person shall smoke in City Hall at public meetings or at any such time as the office is open to the public. Appropriate signs will be posted. (B) Any person who violates this section is guilty of a petty misdemeanor.

City of Kasson
Dodge County, Minnesota

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE KASSON CITY CODE BY ENACTING KASSON
CITY CODE CHAPTER 116
PROHIBITING CANNABIS USE WITHIN PUBLIC PROPERTY AND PUBLIC PLACES**

The City Council of Kasson does ordain:

SECTION 1 ENACTMENT. Kasson City Code Chapter 116 is hereby enacted as followed:

Sec. 116.01 – CANNABIS USE WITHIN PUBLIC PROPERTY AND PUBLIC PLACES PROHIBITED

Subd. 1. *Definitions*

Public place means property that is generally open to or accessible by the public, except on those premises licensed by the State of Minnesota to permit on-site consumption.

Public property means property, real and personal, that is owned, managed, or controlled by the City, including, but not limited to: City buildings and all the land thereon, parking lots, parks, golf courses, pathways and trails, and city rights-of-way consisting of both the traveled portion and the abutting boulevard, sidewalks and trails, and any City personal property, such as motor vehicles, city equipment, and the like.

Cannabis flower, cannabis products, lower-potency hemp edibles, and hemp derived consumer products shall have the meanings as defined in Minn. Stat. §342.01 (enacted under Minnesota Laws 2023).

Subd. 2. *Prohibition.* No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products within public property or in a public place.

Subd. 3. *Penalty.* A violation of this Section is a petty misdemeanor.

SUMMARY PUBLICATION. Pursuant to Minn. Stat. § 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The City is prohibiting the use of cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products within public property or in a public space. A violation of this Section is a petty misdemeanor.

SECTION 2 EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Adopted by the City Council of the City of Kasson this 23rd day of August, 2023.

CITY OF KASSON

Chris McKern, Mayor

ATTEST:

Linda Rappe, City Clerk

ORDINANCE 23 - ____

**AN ORDINANCE CREATING AND ENACTING CHAPTER 2150
OF THE OLMSTED COUNTY CODE OF ORDINANCES –
REGULATING THE USE OF CANNABIS
AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES**

THE COUNTY BOARD OF THE COUNTY OF OLMSTED ORDAINS:

Section 2151. PURPOSE AND INTENT.

This Ordinance is adopted by Olmsted County for the purpose of protecting public health and safety by regulating and prohibiting the use of cannabis and cannabis derived products in public places and places of public accommodation within the County.

Minnesota Session Law 2023, Chapter 63, which became effective in relevant part on August 1, 2023, establishes that the adult use, possession and personal growing of cannabis is legal, subject to the requirements and restrictions of Minnesota Statutes.

Minnesota Session Law 2023, Chapter 63, Article 4, Section 19, which has been codified as Minn. Stat. Sec. 152.0263, Subd. 5, authorizes the adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis.

State legislation authorizes adoption of ordinances to regulate actual or potential threats to public health. See Minn. Stat. 145A.05, subd. 1.

State legislation authorizes enforcement of local government ordinances which are more stringent than state law in protecting individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic delivery devices, including in areas outside of restaurants and bars. See Minn. Stat. 144.417, subd. 4.

The County intends to be proactive in protecting public health and safety by enacting an ordinance that will mitigate threats presented to the public and public health by the public use of cannabis, including unintended access and exposure of cannabis to the general public and youth of Olmsted County.

The County recognizes the risks that unintended access and use of cannabis products and exposure to cannabis and its effects present to the health, welfare, and safety of members of the public and in particular the youth of the County.

Section 2152. DEFINITIONS.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

2152.01. Adult-use cannabis flower.

“Adult-use cannabis flower” means cannabis flower that is approved for sale by the Minnesota Office of Cannabis Management (hereinafter the “Office”) or is substantially similar to a product approved by the Office. Adult-use cannabis flower does not include medical cannabis flower as defined in Minn. Stat. Sec. 342.01, Subd. 54, hemp plant parts as defined in Minn. Stat. Sec. 342.01, Subd. 42, or hemp-derived consumer products.

2152.02. Adult-use cannabis products.

“Adult-use cannabis products” means a cannabis product that is approved for sale by the Office or is substantially similar to a product approved by the Office. Adult-use cannabis product includes edible cannabis products, but does not include medical cannabinoid products as defined in Minn. Stat. Sec. 342.01, Subd. 52 or lower-potency hemp edibles.

2152.03. Cannabis flower.

“Cannabis flower” means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed as defined in Minn. Stat. Sec. 342.01, Subd. 22, hemp plant parts, or hemp-derived consumer products.

2152.04. Cannabis product.

- A. “Cannabis product” means any of the following:
 - 1. cannabis concentrate as defined in Minn. Stat. Sec. 342.01, Subd. 15;
 - 2. a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants as defined in Minn. Stat. Sec. 342.01, Subd. 19 or cannabis flower as defined in Minn. Stat. Sec. 342.01, Subd. 16; or
- B. any other product that contains cannabis concentrate.

2152.05. Hemp derived consumer products.

- A. “Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:
 - 1. contains or consists of hemp plant parts; or
 - 2. contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.
- B. Hemp-derived consumer products does not include artificially derived cannabinoids as defined in Minn. Stat. Sec. 342.01, Subd. 6, lower-potency

hemp edibles, hemp-derived topical products as defined in Minn. Stat. Sec. 342.01, Subd. 38, hemp fiber products as defined in Minn. Stat. Sec. 342.01, Subd. 39, or hemp grain as defined in Minn. Stat. Sec. 342.01, Subd. 40.

2152.06. Lower-potency hemp edible.

- A. A “lower-potency hemp edible” means any product that:
1. is intended to be eaten or consumed as a beverage by humans;
 2. contains hemp concentrate or an artificially derived cannabinoid; in combination with food ingredients;
 3. is not a drug;
 4. consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabiniol, or any combination of those cannabinoids that does not exceed the identified amounts;
 5. does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;
 6. does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
 7. does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
 8. is a type of product approved for sale by the Office or is substantially similar to a product approved by the Office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

2152.07. Public place.

A “public place” means any indoor area used by the general public or serving as a place of work including, but not limited to, arenas, auditoriums, , bowling alleys, bingo halls, commercial establishments including licensed retail tobacco establishments, educational facilities other than public schools, as defined in Minn. Stat. Sec. 120A.05, Subds. 9, 11, and 13, hospitals, offices and other commercial establishments, pool halls, public conveyances, restaurants and bars and their patios and decks, retail stores, and common areas of rental apartment buildings. This term includes taxis, limousines, and other for-hire vehicles used to transport the public during hours of operation. “Public Place” also means any publicly owned property and an outdoor area of a public recreation center or public park, including, but not limited to, a public playground, swimming pool or other recreational area when in use by youth under the age of eighteen (18).

2152.08. Place of public accommodation.

“Place of public accommodation” means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

A. Exceptions to the definition of public place or place of public accommodation.

1. “A public place” or “a place of public accommodation” does not include the following:
 - a. a private residence, including the individual’s curtilage or yard.
 - b. a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
 - c. on the premises of an establishment or event licensed to permit on-site consumption.

2152.09. Smoking.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

Section 2153. JURISDICTION.

This Ordinance shall be applicable within the legal boundaries of Olmsted County with the exception of cities of the first class and those cities or townships that have adopted their own ordinance establishing standards for public use of cannabis within their jurisdiction. It is the intention of this Ordinance that said city or township ordinances shall supersede and preempt this ordinance within those jurisdictions.

Section 2154. PROHIBITED ACTS.

- A. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See 2023 Minn. Sess. Law Chpt. 63, Art. 1, Sec. 9, codified as Minn. Stat. Sec. 342.09, Subd. 1(a)(2) and Sec. 342.09, Subd.1 (a)(7)(i),(ii),(iii), and Art. 4, Sec. 19 codified as Minn. Stat. Sec. 152.0263, Subd. 5.
- B. No person shall vaporize or smoke cannabis flower, cannabis products,

artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See 2023 Minn. Sess. Laws Chpt. 63, Art.1, Sec. 9 codified as Minn. Stat. Sec. 342.09, Subd. 1(b)(9).

Section 2155. PENALTY.

2155.01. Criminal Penalty.

A violation of this ordinance shall be a petty misdemeanor punishable by a fine of up to Three Hundred Dollars (\$300) and/or community work service. Nothing in this ordinance shall prohibit the United States, the State of Minnesota, or the County from investigating or prosecuting any other activity that is a crime under any other federal or state statute or county ordinance.

2155.02. Violation.

An alleged violation or violation of this ordinance may be investigated by a peace officer as defined in Minn. Stat. Sec. 626.84, Subd. 1. Any alleged violation or violation of this ordinance shall be prosecuted by the County Attorney.

Section 2156. SEVERABILITY.

If any section or provision of this ordinance is held invalid, such invalidity will not affect any other section or provision that can be given force and effect without the invalidated section or provision.

Section 2157. EFFECTIVE DATE.

This ordinance shall be in full force and effect immediately from and after its passage and publication as required by law.

ADOPTED by the Olmsted County Board of Commissioners this _____ day of October, 2023.

COUNTY OF OLMSTED

Gregory Wright, Chair
County Board of Commissioners

Attest: _____
Lisa Morris-Helmstetler
Deputy Clerk of the County Board

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Trash Haulers Ordinance Revisions

Request for Action:

Background /Justification: Discuss the current ordinance and whether it should be revised. A draft Trash Refuse Haulers ordinance will be discussed under agenda item 7b.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:

[Current Refuse_Haulers_Ordinance.pdf](#)
[Refuse Haulers Ordinance Â§113.15 V.3.docx](#)

RESIDENTIAL, COMMERCIAL AND INDUSTRIAL REFUSE COLLECTION LICENSES

§ 113.15 REFUSE COLLECTORS REGULATIONS.

(A) *License required; limitation on number of licenses issued.*

(1) Any commercial hauler engaged in the business or providing collection and transportation services for residential, commercial or industrial refuse in Byron must obtain a license from the city prior to initiating services and must maintain the licenses at all times in providing said services.

(2) Effective June 1, 2019, the city limits the number of licenses to two. In issuing licenses those persons or companies currently licensed may continue to receive a license as long as they maintain the same ownership and business structure until such time as their license is voluntary terminated or terminated pursuant to this section. Licenses cannot be transferred as a part of a business sale or merger.

(3) A licensee shall provide written notice to the city 30 days prior to terminating collection and transportation services which notices shall act to then eliminate an outstanding license until such time as there are two licensed entities. In the situation that the number of licenses available falls to two, the two licenses will be only available to two individual parent companies or owners.

(B) *Licensing procedure.*

(1) Any person/company seeking a license to collect refuse in the city may apply on a form provided by City Hall. The initial application and subsequent applications for a license shall contain the following information:

- (a) The name, address, phone number and fax number of the applicant and business owner(s);
- (b) A description of each vehicle to be used for collection, including the vehicle identification and license numbers, vehicle make and model and capacity of the body;
- (c) The location and address describing the place where the applicant is storing his or her equipment/vehicle(s);
- (d) Annual DOT certification documentation; and
- (e) Other information which the city may reasonably require from time to time.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(C) *Insurance.*

(1) Applicants for licenses or renewal must submit evidence of insurance for personal injury and property damage liability and indemnity coverage with coverage in the amount of at least \$1,000,000 for general liability and at least \$500,000 for automobile liability.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(D) *Registration and license period and transfers.*

(1) *Registration and license period.* Each registration and license granted by the city under this section shall expire on January 31, annually.

(2) *Registration and license renewal.* Application to renew licenses shall be presented to City Hall no later than 30 days prior to license expiration date, or sooner, as determined by the city.

(3) *Availability.* If at any time the number of licenses reaches the maximum of five haulers that use smaller collection vehicles will be given first preference for licenses.

(4) *License requirement.* It shall be unlawful for any business or company to engage in the business of collecting mixed municipal solid waste, recyclable material or construction debris without having first secured from the city a license to do so.

(5) *Non-assignability of license.* Licenses issued by the city may not be assigned or transferred in whole or in part by the hauler unless the City Council, in its sole discretion, gives its approval prior to any proposed assignment or transfer. Any attempt to assign or transfer the license in whole or in part without prior approval of the City Council shall be grounds for termination of the license.

(6) *Revocation.* A hauler's license may be terminated by the city for any violation of city ordinances, Olmsted County ordinances, state or federal laws. The city may also terminate the license for unsatisfactory performance by the hauler. The licensee shall not be entitled to a refund of any license fee upon revocation or voluntary ceasing to carry on the licensed activity.

(E) *License and registration fees.*

(1) *Establishment.* Fees are set annually by the City Council in the fee schedule.

(2) *Payment.* Fees shall be paid with the initial application and annually thereafter by the applicant as a condition for license renewal. Non-payment shall be grounds for non renewal of the license.

(F) *Hauler Requirements.*

(1) Hauler shall be required to have water-tight, packer-type vehicles in good condition to prevent loss in transit of liquid or solid cargo, that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage or refuse.

(2) No collection of garbage, refuse or recyclables shall be made except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, except if the refuse hauler is attempting to make up a day lost due to a holiday.

(G) *Penalty.* Any owner or owners, firm, partnership or corporation violating any provision of this chapter shall be guilty of a misdemeanor and punished as provided in § 10.99 of the City Code. Each date that a violation is permitted to exist constitutes a separate offense.

(Ord. passed 9-23-09; Am. Ord. 19-06, passed 5-14-19)

§ 113.15 REFUSE COLLECTORS REGULATIONS.

(A) *License required; limitation on number of licenses issued.*

(1) Any commercial hauler engaged in the business or providing collection and transportation services for residential, commercial or industrial refuse in Byron must obtain a license from the city prior to initiating services and must maintain the licenses at all times in providing said services.

(2) Effective January 1, 2024, the number of licenses issued by the city for residential haulers shall be increased from two to three. A person/company holding a license on January 1, 2024, shall be allowed to maintain that license for as long as it maintains the same ownership and business structure, until the license is voluntarily surrendered or terminated pursuant to this section. A license cannot be transferred as a part of a business sale or merger.

(3) A licensee shall provide written notice to the city 30 days prior to terminating collection and transportation services which notices shall act to then eliminate an outstanding license.

(4) Any license(s) issued to a person/company after January 1, 2024 shall be issued for a term not to exceed five (5) years. A holder of a license issued after January 1, 2024 shall not have a property interest in that license. After the term has expired, then the license holder's interest in the license shall automatically terminate without additional notice and the license shall again be made available to any person/company as may apply consistent with the requirements contained herein. This provision shall not apply to any person/company holding a license prior to January 1, 2024 unless and until that person/company voluntarily surrenders or has its license terminated, at which time they will be required to apply for a new license which will be subject to the requirements of this provision.

(B) *Licensing procedure.*

(1) Any person/company seeking a license to collect refuse in the city may apply on a form provided by City Hall. The initial application and subsequent applications for a license shall contain the following information:

(a) The name, address, phone number and fax number of the applicant and business owner(s);

(b) A description of each vehicle to be used for collection, including the vehicle identification and license numbers, vehicle make and model and capacity of the body;

(c) The location and address describing the place where the applicant is storing his or her equipment/vehicle(s);

(d) Annual DOT certification documentation; and

(e) Other information which the city may reasonably require from time to time.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(C) *Insurance.*

(1) Applicants for licenses or renewal must submit evidence of insurance for personal injury and property damage liability and indemnity coverage with coverage in the amount of at least \$1,000,000 for general liability and at least \$500,000 for automobile liability.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(D) *Assignability and Revocation.*

(1) *Availability.* If possible, haulers that use smaller collection vehicles will be given first preference for licenses.

(2) *License requirement.* It shall be unlawful for any business or company to engage in the business of collecting mixed municipal solid waste, recyclable material or construction debris without having first secured from the city a license to do so.

(3) *Non-assignability of license.* Licenses issued by the city may not be assigned or transferred in whole or in part by the hauler unless the City Council, in its sole discretion, gives its approval prior to any proposed assignment or transfer. Any attempt to assign or transfer the license in whole or in part without prior approval of the City Council shall be grounds for termination of the license.

(4) *Revocation.* A hauler's license may be terminated by the city for any violation of city ordinances, Olmsted County ordinances, state or federal laws. The city may also terminate the license for unsatisfactory performance by the hauler. The licensee shall not be entitled to a refund of any license fee upon revocation or voluntary ceasing to carry on the licensed activity.

(E) *License and registration fees.*

(1) *Establishment.* Fees are set annually by the City Council in the fee schedule.

(2) *Payment.* Fees shall be paid with the initial application and annually thereafter by the applicant as a condition for license renewal. Non-payment shall be grounds for non renewal of the license.

(F) *Hauler Requirements.*

(1) Hauler shall be required to have water-tight, packer-type vehicles in good condition to prevent loss in transit of liquid or solid cargo, that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage or refuse.

(2) No collection of garbage, refuse or recyclables shall be made except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, except if the refuse hauler is attempting to make up a day lost due to a holiday.

(G) *Penalty.* Any owner or owners, firm, partnership or corporation violating any provision of this chapter shall be guilty of a misdemeanor and punished as provided in

§ [10.99](#) of the City Code. Each date that a violation is permitted to exist constitutes a separate offense.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Cannabis Moratorium Ordinance

Request for Action: Approve Interim Ordinance

Background /Justification: The Minnesota Legislature recently enacted 2023 Minnesota Session Law, Chapter 63 – HF No. 100 with outlined legislation relating to the legal use of cannabis including, but not limited to, the establishment of the Office of Cannabis Management (OCM), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for licensing, inspection, and regulation of cannabis businesses and hem businesses, taxing the sale of certain cannabis products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for temporary regulation of certain edible cannabinoid products.

Given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of changes to Minnesota law, the City may adopt an interim ordinance for the purposes of protecting the planning process and the health, safety, and welfare of its citizens. This interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the City of Byron until January 1, 2025.

Fiscal Impact: n/a

Staff Recommendation: Approve adoption of Cannabis Moratorium interim ordinance

Preparer: Al Roder

ATTACHMENTS:

ORDINANCE NO. _____

AN INTERIM ORDINANCE IMPOSING A MORATORIUM

ON THE OPERATION OF CANNABIS BUSINESSES

WHEREAS, the Minnesota Legislature recently enacted 2023 Minnesota Session Law, Chapter 63 – H.F. No. 100 (the “Act”), which outlined legislation relating to the legal use of cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of certain cannabis products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for temporary regulation of certain edible cannabinoid products;

WHEREAS, the Act allows local units of government, like the City of Byron (the “City”), to regulate cannabis businesses by: (1) requiring local registration of certain cannabis businesses operating retail establishments, (2) adopting reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restriction do not prohibit the establishment or operation of cannabis businesses, (3) limiting the number of certain cannabis businesses based on the population of the community, and (4) prohibiting the operation of cannabis business within 1,000 feet of a school, 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field;

WHEREAS, the Act requires the OCM, which was established effective July 1, 2023, to work with local governments to assist in developing model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulation relating to the operation of cannabis businesses;

WHEREAS, the City will benefit from reviewing and analyzing the OCM’s model ordinances, rules, and regulations before making any decisions related to the regulation of cannabis businesses within the City;

WHEREAS, the Act, by enacting Minn. Stat. § 342.13(e), allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purposes of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction of a local unit of government until January 1, 2025;

WHEREAS, given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens;

WHEREAS, the City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses as well as the other regulations local units of government may adopt under the Act; and

WHEREAS, the City, after providing at least ten (10) days published notice, held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of cannabis businesses within the City until January 1, 2025.

NOW, THEREFORE, the Byron City Council adopts the following findings:

1. The recitals above are incorporated into the findings.
2. The City desires to foster growth and development of businesses within the City and acknowledges the changes brought by the Act to potential cannabis businesses.
3. The City has determined to undertake a study to consider: (1) the impact of cannabis businesses on the growth and development of the City; and (2) any reasonable restrictions on the time, place, and manner to protect the planning process and the health, safety, and welfare of the City's citizens.
4. The City Council needs an opportunity to conduct a study focusing on the appropriateness of cannabis businesses, codify appropriate ordinance revisions, consider model ordinances to be developed by the OCM, and schedule any public hearings, if necessary.
5. The City desires to impose a moratorium on the operation of cannabis businesses within the City until January 1, 2025 in order to adopt regulations and ordinances consistent with state law and guidance, facilitate further consideration of compatibility with future planning and development within the City, and determine if it is reasonable to adopt restrictions on the time, place, and manner on the operation of cannabis businesses.
6. An interim ordinance, pursuant to Minn. Stat. § 342.13(e), is necessary to allow the City time to update its ordinances and regulations, ensure compliance with state law, and protecting the planning process and the health, safety, and welfare of the City's citizens.
7. An interim ordinance temporarily prohibiting the operation of cannabis businesses within the City until January 1, 2025 is necessary to protect the planning process and the health, safety, and welfare of the City's citizens.
8. The City intends to lift or scale back the moratorium as quickly as new ordinances and regulations are adopted.

NOW, THEREFORE, pursuant to Minn. Stat. § 342.13(e), the Byron City Council hereby ordains:

Section 1. Interim Ordinance.

1. Definitions. For the purpose of this Ordinance, the following terms mean:

Act:	The 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).
Cannabis Business(es):	A business as defined in Minn. Stat. § 342.01, subd. 14.
City:	The City of Byron.
Edible Cannabinoid Product:	A product as defined in Minn. Stat. § 151.72, subd. 1(c)
OCM:	The Office of Cannabis Management, establish as set forth in Minn. Stat. § 342.02, subd. 1.
Ordinance:	This interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).

2. Study Authorized. The City Council hereby authorizes and directs the City Administrator to have City staff and consultants conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study shall include, but is not limited to, the model ordinances and regulations the OCM is directed to draft under Minn. Stat. § 342 and any other matters staff may determine are relevant to the City Council’s consideration of regulating Cannabis Businesses. City staff can then make recommendations to the City Council as to if and what types of regulations should be adopted.

3. Moratorium. A moratorium is hereby imposed regarding the operating of Cannabis Businesses within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. The City shall not accept, process, or act on any application, site plan, building permit, zoning requires, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requested the City review any application or proposal for a business proposing to engage in the operation of a Cannabis Business.

4. Violation. During the term of this moratorium, it is a violation of the Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

5. Enforcement and Penalty. The City may enforce this Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance shall constitute a misdemeanor. Each day a violation occurs shall be considered a separate offense. A violation may result in the City reporting the violation to the OCM if relevant to the OCM licensing.

6. Exceptions. The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; or (2) the lawful sale of Edible Cannabinoid Products in compliance with Minnesota Statutes, section 151.72. Nothing in this Ordinance exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

7. Duration. This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place and manner of the operation of a Cannabis Business within the City or by resolution of the City Council terminating this Ordinance prior to the expiration date.

8. Severability. Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

Section 2. Summary Publication.

At least four-fifths of the City Council’s member direct the City Administrator to publish only the title and summary of this Ordinance as follows:

“AN INTERIM ORDINANCE IMPOSING A MORATORIUM ON THE OPERATION OF CANNABIS BUSINESSES. It is the intent and effect of this Ordinance to prohibit the operation of cannabis businesses until January 1, 2025 so the City of Byron can study the effects of such activities, the appropriateness of existing regulations and designations, and ensure that regulations and designations are consistent with existing law and adequately protect the public health, safety, and welfare.”
A printed copy of the ordinance is available for inspection by any person during regular office hours at City Hall.

ADOPTED BY THE BYRON CITY COUNCIL THIS _____ DAY OF _____, 2023.

Daryl Glassmaker
Mayor

Attest:

Al Roder
City Administrator

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Refuse Hauler's Ordinance

Request for Action:

Background /Justification: Discuss the attached draft Refuse Hauler's ordinance.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:
[Refuse Haulers Ordinance Â§113.15 V.3.docx](#)

§ 113.15 REFUSE COLLECTORS REGULATIONS.

(A) *License required; limitation on number of licenses issued.*

(1) Any commercial hauler engaged in the business or providing collection and transportation services for residential, commercial or industrial refuse in Byron must obtain a license from the city prior to initiating services and must maintain the licenses at all times in providing said services.

(2) Effective January 1, 2024, the number of licenses issued by the city for residential haulers shall be increased from two to three. A person/company holding a license on January 1, 2024, shall be allowed to maintain that license for as long as it maintains the same ownership and business structure, until the license is voluntarily surrendered or terminated pursuant to this section. A license cannot be transferred as a part of a business sale or merger.

(3) A licensee shall provide written notice to the city 30 days prior to terminating collection and transportation services which notices shall act to then eliminate an outstanding license.

(4) Any license(s) issued to a person/company after January 1, 2024 shall be issued for a term not to exceed five (5) years. A holder of a license issued after January 1, 2024 shall not have a property interest in that license. After the term has expired, then the license holder's interest in the license shall automatically terminate without additional notice and the license shall again be made available to any person/company as may apply consistent with the requirements contained herein. This provision shall not apply to any person/company holding a license prior to January 1, 2024 unless and until that person/company voluntarily surrenders or has its license terminated, at which time they will be required to apply for a new license which will be subject to the requirements of this provision.

(B) *Licensing procedure.*

(1) Any person/company seeking a license to collect refuse in the city may apply on a form provided by City Hall. The initial application and subsequent applications for a license shall contain the following information:

(a) The name, address, phone number and fax number of the applicant and business owner(s);

(b) A description of each vehicle to be used for collection, including the vehicle identification and license numbers, vehicle make and model and capacity of the body;

(c) The location and address describing the place where the applicant is storing his or her equipment/vehicle(s);

(d) Annual DOT certification documentation; and

(e) Other information which the city may reasonably require from time to time.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(C) *Insurance.*

(1) Applicants for licenses or renewal must submit evidence of insurance for personal injury and property damage liability and indemnity coverage with coverage in the amount of at least \$1,000,000 for general liability and at least \$500,000 for automobile liability.

(2) Failure to provide information requested may result in a trash hauler's license not being issued or renewed.

(D) *Assignability and Revocation.*

(1) *Availability.* If possible, haulers that use smaller collection vehicles will be given first preference for licenses.

(2) *License requirement.* It shall be unlawful for any business or company to engage in the business of collecting mixed municipal solid waste, recyclable material or construction debris without having first secured from the city a license to do so.

(3) *Non-assignability of license.* Licenses issued by the city may not be assigned or transferred in whole or in part by the hauler unless the City Council, in its sole discretion, gives its approval prior to any proposed assignment or transfer. Any attempt to assign or transfer the license in whole or in part without prior approval of the City Council shall be grounds for termination of the license.

(4) *Revocation.* A hauler's license may be terminated by the city for any violation of city ordinances, Olmsted County ordinances, state or federal laws. The city may also terminate the license for unsatisfactory performance by the hauler. The licensee shall not be entitled to a refund of any license fee upon revocation or voluntary ceasing to carry on the licensed activity.

(E) *License and registration fees.*

(1) *Establishment.* Fees are set annually by the City Council in the fee schedule.

(2) *Payment.* Fees shall be paid with the initial application and annually thereafter by the applicant as a condition for license renewal. Non-payment shall be grounds for non renewal of the license.

(F) *Hauler Requirements.*

(1) Hauler shall be required to have water-tight, packer-type vehicles in good condition to prevent loss in transit of liquid or solid cargo, that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage or refuse.

(2) No collection of garbage, refuse or recyclables shall be made except between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, except if the refuse hauler is attempting to make up a day lost due to a holiday.

(G) *Penalty.* Any owner or owners, firm, partnership or corporation violating any provision of this chapter shall be guilty of a misdemeanor and punished as provided in

§ [10.99](#) of the City Code. Each date that a violation is permitted to exist constitutes a separate offense.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: RES 2023-23; Accepting Fire Department Donation

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
[RES 2023-23 - Accepting a Donation](#)

RESOLUTION 2023-23

RESOLUTION ACCEPTING A DONATION TO THE CITY OF BYRON

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

WHEREAS, the following person(s) has made the following donations: and

<u>Name of Donor</u>	<u>Amount</u>	<u>Purpose</u>
American Legion Gaming	\$2,500	Combo Cutting Tool

WHEREAS, the City Council finds that it is appropriate to accept the donation(s) offered.

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

1. The donation(s) described above is accepted and shall be used for the purchase of Combo Cutting Tool for the Fire Department.
2. The City Clerk is hereby directed to issue a receipt to the donors acknowledging the City's receipt of the donation.

Passed by the City Council of Byron, Minnesota this 12th day of September, 2023.

Attested:

Mayor, Daryl Glassmaker

City Administrator, Al Roder

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: RES 2023-24; 2024 Preliminary Levy Adoption

Request for Action:

Background /Justification: To be added

Fiscal Impact:

Staff Recommendation: Approve as presented

Preparer: Cami Reber

ATTACHMENTS:
[PRELIMINARY LEVY RESOLUTION 23-24.docx.pdf](#)

RESOLUTION 2023-24

APPROVAL OF THE 2024 PRELIMINARY TAX LEVY COLLECTIBLE

BE IT RESOLVED, by the Byron City Council to approve the **2024 Preliminary Tax Levy** in the amount of \$5,716,484 and detailed as follows:

- \$ 2,647,649 General Fund Levy
- \$ 1,700,000 Capital Account 401
- \$ 87,647 General Obligation Improvement Bond 2015
- \$ 375,500 GO Bond/Tax Abatement Bond/Equipment Certificate 2016
- \$ 284,300 General Obligation Improvement 2020 Bonds
- \$ 270,500 General Obligation Refund 2020B
- \$ 125,108 GO Improvement 2021A Bond
- \$ 15,417 Tax Abatement: Fareway Stores, Inc
- \$ 65,863 Tax Abatement: Hamilton Housing
- \$ 9,500 Tax Abatement: Culligan
- \$ 135,000 Tax Abatement: Stone Haven

Passed and adopted by the Byron City Council this 12th day of September, 2023.

Attested:

Daryl Glassmaker, Mayor

Al Roder, City Administrator

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Planning

Introduction: Resolution 23-25; Metes and Bounds Request Somerby Golf Community West

Request for Action: Make a recommendation to the City Council regarding the metes and bounds request.

Background /Justification: The property owner of Somerby Golf Community West First Addition Block 1, Lot 10 has chosen a house that does not quite fit onto the lot when setbacks are included.

The property to the west (combined lots 8 & 9) is willing to reallocated five feet of their property to Lot 10. This would allow the proposed home on Lot 10 to meet setback requirements.

The property to the west of Lot 10, which is under construction, has the ability to reallocate the five feet and still meet setback requirements for their home.

The zoning code requires that a property zoned PRD - R2 have the following setbacks:
 Front: 20 feet
 Rear: 20 feet
 Side: 5/15 - combined side yards must be 15 feet

The site plan shows the setbacks after the line adjustment to 7'6" on both sides yards.

Fiscal Impact:

Staff Recommendation: Make a recommendation to the City Council regarding the Metes & Bounds split.

Preparer: Janna Monosmith

ATTACHMENTS:

Application

Property Exhibits

Neighboring Property Site Plan

Res 23-25 - Metes & Bounds - Somerby West.pdf

City of Byron

Application for Metes and Bounds

Date: 8/17/2023

To: City Clerk – Administrator
680 Byron Main Court NE
Byron, MN 55920

The Undersigned does hereby apply to the Planning and Zoning Commission and the Byron City Council for a Conveyance by Metes and Bounds.

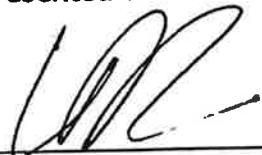
Legal Description (Including a Certificate of Survey):

Name of Applicant: LeRay Purrier / Summit Custom Homes

Applicant's Address: 1530 GREENVIEW DRIVE SW STE 110
Rochester MN 55902

Reason: DUE OWNERS PERSONAL NEEDS THE FOOT PRINT OF THE HOME CAN NOT BE ACCOMMODATED BY THE PRESENT WESTERN PROPERTY LINE.

The Undersigned hereby attests to the truth and correctness of all information presented with this application.


Applicant

1530 GREENVIEW DR SW
Rochester MN
Address

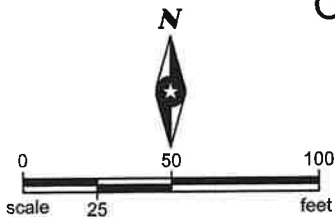
507-951-3974
Phone

Fee \$485 + Engineering Fees


Owner

EXHIBIT A

CERTIFICATE OF SURVEY LOTS 8&9 AND LOT 10, BLOCK 1 SOMERBY GOLF COMMUNITY WEST FIRST ADDITION OLMSTED COUNTY, MN

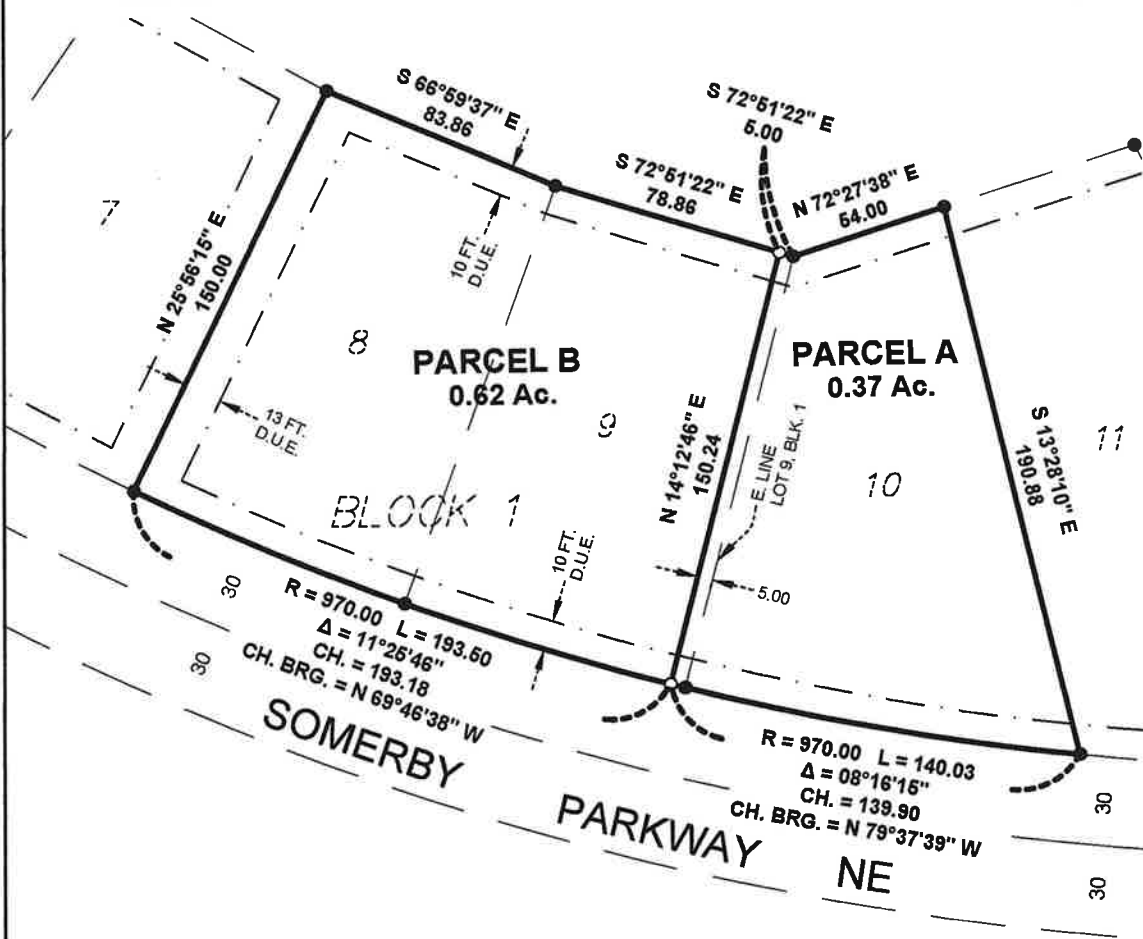


THIS SURVEY ASSUMES THE WEST LINE OF LOT 8, BLOCK 1, SOMERBY GOLF COMMUNITY WEST FIRST ADDITION BEARS N 25°56'15" E.

LEGEND

- DENOTES FOUND IRON MONUMENT UNLESS NOTED OTHERWISE
- DENOTES 1/2" X 18" REBAR SET AND MARKED WITH CAP # 47034 UNLESS NOTED

D.U.E. DRAINAGE & UTILITY EASEMENT



PARCEL A
Lot 10 and the East 5 feet of Lot 9, Block 1, SOMERBY GOLF COMMUNITY WEST FIRST ADDITION, Olmsted County, Minnesota.

PARCEL B
Lots 8 and 9, Block 1, SOMERBY GOLF COMMUNITY WEST FIRST ADDITION, except the East 5 feet of said Lot 9, Olmsted County, Minnesota.

SURVEYED FOR: DAVID & DEB KINGLAND

BYRON, MINNESOTA

SEH Project SUMCH 170084
Drawn By MJH
Surveyed By EWZ
Checked By MJH

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

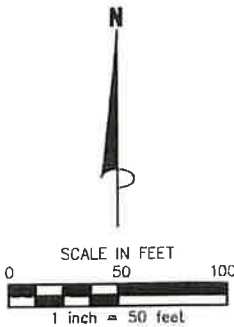
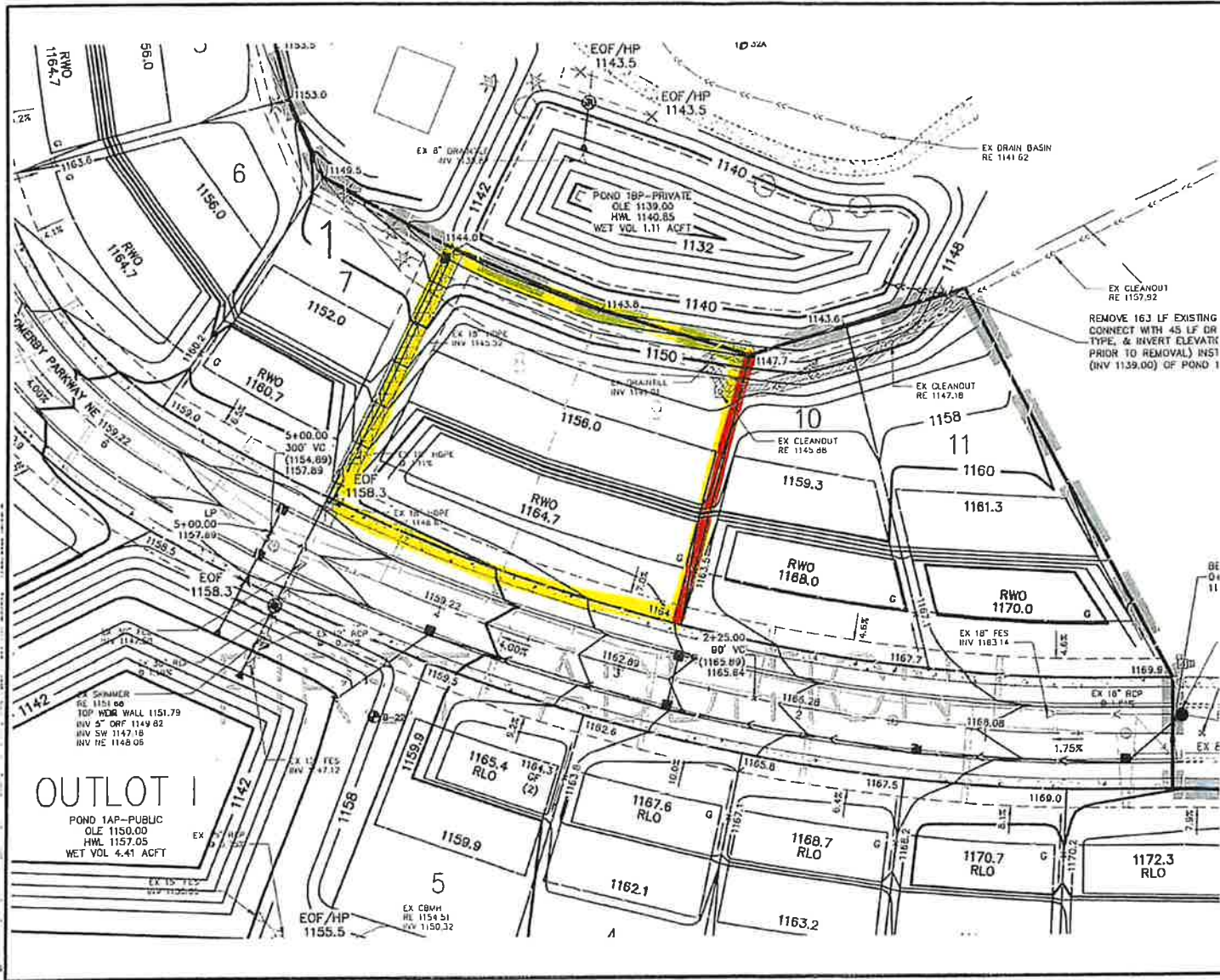
Mark J. Haselius
MARK J. HASELIUS, PLS
DATE 8/17/2023

LICENSE NO. 47034



1
of 1

Save: 8/17/2023 11:35 AM mhaselius Plot: 8/17/2023 11:37 AM X:\PT\S\SUMCH\170084\9-survey\92-CAD\15-dwg\SU 170084 CS.dwg

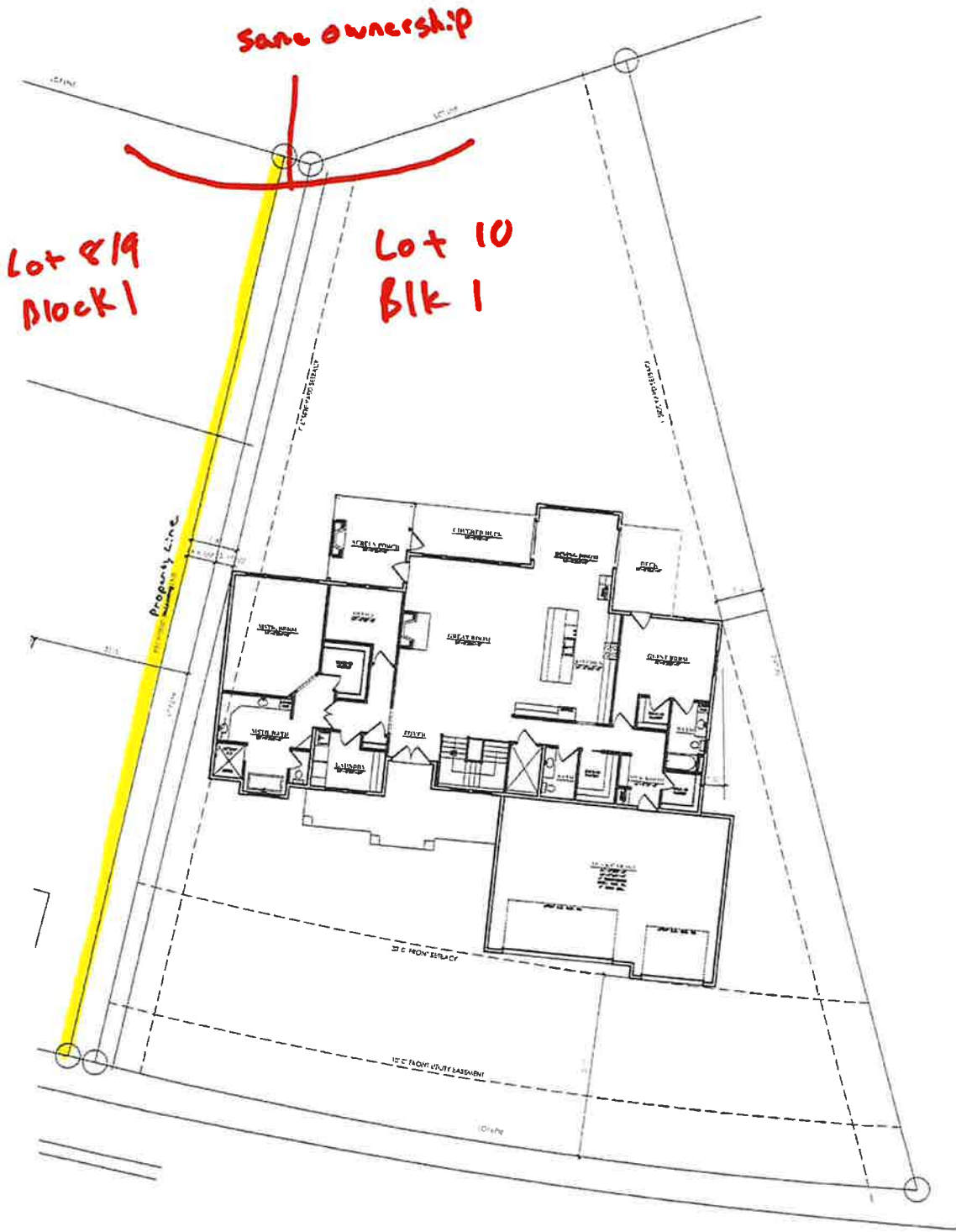


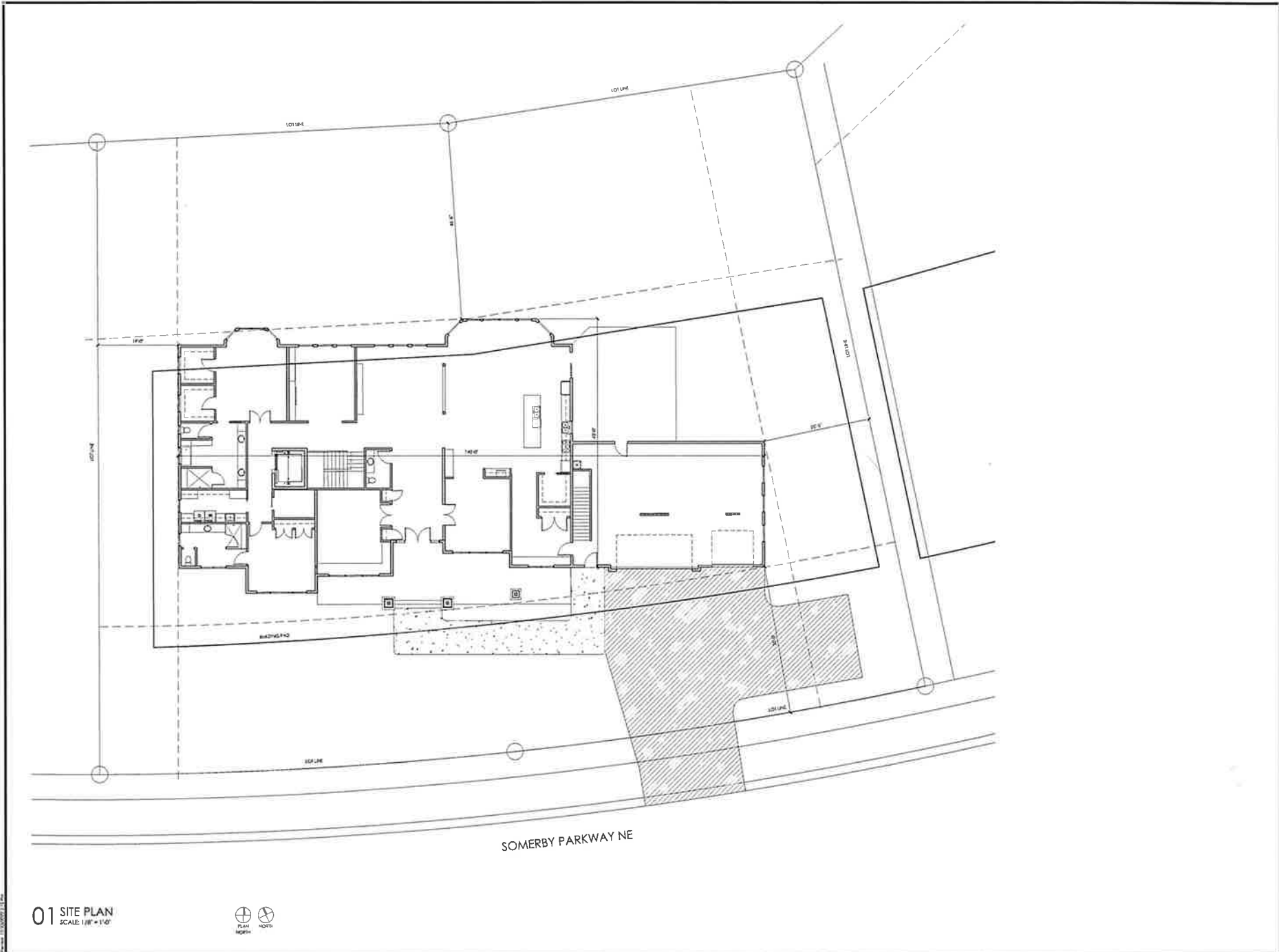
James R. Hill, Inc.
 PLANNERS / ENGINEERS / SURVEYORS
 2020 W. CH. 10, SUITE 100, BIRMINGHAM, AL 35202
 PHONE (205) 988-6004 FAX (205) 988-6244

SOMERBY GOLF COMMUNITY WEST
 FIRST ADDITION
 FINAL GRADING & DRAINAGE PLAN
 GOLDEN TEE DEVELOPMENT, LLC
 2300 WEST COUNTY ROAD 44, BIRMINGHAM, AL 35217

DRAWN BY: _____
 C.K.
 DATE: 7/20/22
 REVISIONS:

CAD FILE: 22344-200-PH1-ED01
 PROJECT NO.: 22344-20
 1.0





01 SITE PLAN
SCALE: 1/8" = 1'-0"



KINGLAND HOME
459 SOMERBY PKWY NE
BYRON, MN 55920

23 December 2022
DATE

DRAWN BY

2022-075

PROJECT NUMBER

SHEET TITLE

SITE PLAN

SHEET

A002

RESOLUTION 2023-25

**A RESOLUTION APPROVING A CONVEYANCE BY METES AND BOUNDS
SOMERBY GOLF COMMUNITY WEST FIRST ADDITION
BLOCK 1, LOTS 8, 9 & 10**

WHEREAS, an application, legal description and a map of the land to be conveyed has been filed at the City Hall of the City of Byron, requesting approval of a division of platted land by metes and bounds in accordance with Minnesota Statutes 462.352, Sub. 12 and the City of Byron's Subdivision Ordinance Section 151.14, Conveyance by Metes & Bounds; and

WHEREAS, it is determined by the City Council of the City of Byron that such division will not interfere with the purposes of the subdivision regulations; and

WHEREAS, such division creates no additional lots; and

NOW THEREFORE, BE IT RESOLVED, that the conveyance by metes and bounds of the described property be approved:

See Exhibit A for full legal descriptions.

Approved by the Byron Planning Commission this 12th day of September, 2023.

Attested:

Daryl Glassmaker, Mayor

Al Roder, City Administrator

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Aspen Waste Refuse Haulers Application

Request for Action:

Background /Justification: Aspen Waste Systems has applied for a Refuse Haulers License for providing trash dumpster service in the City of Byron

Fiscal Impact: n/a

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:
[Aspen Waste Systems Application](#)

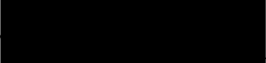
CITY OF BYRON
680 BYRON MAIN COURT NE
BYRON, MN 55920

GARBAGE/REFUSE HAULERS LICENSE APPLICATION

Business Name: Aspen Waste Systems of Minnesota, Inc.



Business Site Address: 1305 Frontage Rd NW, Byron, MN 55920

Business Mailing Address (if different): 2951 Weeks Ave SE, Mpls, MN 55414

Business Phone Number: 507-268-5349 FEIN Number: 

Contact Name: David Pfehl

Contact Address: 2951 Weeks Ave SE, Mpls, MN 55414

Contact Phone:  Contact Email: 

Location Where Equipment/Vehicles Are Stored: 1305 Frontage Rd NW
Byron, MN 55920

Complete List Of All Vehicles - list on the backside of this page

Annual DOT Certification for each vehicle that will be (or may be) within Byron City Limits.

I will strictly comply with the Laws of the State of Minnesota and City of Byron governing garbage haulers regulations. I have read the foregoing questions; the answers are true of my own knowledge.

I acknowledge that I have reviewed and understand the provisions of Chapter 113 and I intend to abide by this chapter.


Signature of Applicant

7/28/2023
Date

Aspen Waste Systems
List of Trucks

Updated
7/28/2023

License Valid
8/1/2023
thru
7/31/2024

City of Byron

	Veh.#	Make	License #	Vin #	Year	Type	2 Tons
1	40	Mack GU713	YBT9473	1M2AX04C3JM038123	2017	RO	Over
2	43	Mack GR64F	YCA1615	1M2GR2GC6KM004867	2017	RO	Over
3	118	International 7400	YBC3107	1HTWGAATXBJ327817	2011	Side Load	Over
4	359	International 7400	YBV9098	3HAWGTAT8KL374423	2017	Side Load	Over
5	360	International 7400	YBW3558	3HAWGTATXKL374424	2017	Side Load	Over
6	4101	Mack TE64	YBZ0711	1M2TE1GCMM005510	2020	Front Load	Over
7	4104	Mack TE64	YCA8878	1M2TE1GC3NM006987	2020	Front Load	Over



MINNESOTA PERIODIC VEHICLE INSPECTION REPORT

13. Decal #
23000222

4. Time in
7:00 am
5. Time Out
9:00 pm

11. Lic#
YCAB865

12. State
mn

1. Date mm/dd/yyyy
05/13/23

2. Insp. Location (Street Address)
3259 Terminal DR

3. City, State ZIP
Eagan Mn, 55121

6. Veh Make
MAACK

7. Year
2017

8. VIN
1M2AK04C3JM038123

9. Unit #
40

10. Odometer
202923

14. Owner Name
ASpen Waste systems

15. Owner Street Address
3259 Terminal DR

16. City, State, ZIP
EAGAN Mn, 55121

17. Carrier Name
ASpen Waste systems

18. Carrier Street Address
3259 Terminal DR

19. City, State, ZIP
EAGAN Mn, 55121

20. Owner USDOT#
01098597

21. Carrier USDOT#
01098597

22. Inspector Name
GARRISON TUCKER

23. Inspector #
078958

PASS	FAIL	N/A	1. BRAKE SYSTEM	PASS	FAIL	N/A	5. LIGHTING DEVICES
<input checked="" type="checkbox"/>			1. BRAKE SYSTEM	<input checked="" type="checkbox"/>			5. LIGHTING DEVICES
<input checked="" type="checkbox"/>			a. Service Brakes	<input checked="" type="checkbox"/>			a. Headlamps
<input checked="" type="checkbox"/>			1.) Adjustment	<input checked="" type="checkbox"/>			b. Tail lamps
<input checked="" type="checkbox"/>			2.) Pads	<input checked="" type="checkbox"/>			c. Brake lamps
<input checked="" type="checkbox"/>			b. Parking Brake System	<input checked="" type="checkbox"/>			d. Turn Signals
<input checked="" type="checkbox"/>			c. Brake Drum or Rotors	<input checked="" type="checkbox"/>			e. Marker/ID/Clearance Lamps
<input checked="" type="checkbox"/>			d. Brake Hose	<input checked="" type="checkbox"/>			f. Conspicuity Tape/Reflectors
<input checked="" type="checkbox"/>			e. Brake Tubing	<input checked="" type="checkbox"/>			6. SAFE LOADING
<input checked="" type="checkbox"/>			f. Low Pressure/Vacuum/for Low Air Warning Device	<input checked="" type="checkbox"/>			7. STEERING MECHANISM
<input checked="" type="checkbox"/>			g. Tractor Protection Valve	<input checked="" type="checkbox"/>			a. Steering Wheel Free Play(Lash)
<input checked="" type="checkbox"/>			h. Air Compressor	<input checked="" type="checkbox"/>			b. Steering Column
<input checked="" type="checkbox"/>			i. Electric Brakes	<input checked="" type="checkbox"/>			c. Front Axle Beam & All Components Other Than Steering
<input checked="" type="checkbox"/>			j. Hydraulic Brakes (including power assist)	<input checked="" type="checkbox"/>			d. Steering Gear Box Column
<input checked="" type="checkbox"/>			k. Vacuum Systems	<input checked="" type="checkbox"/>			e. Pitman Arm
<input checked="" type="checkbox"/>			l. ABS	<input checked="" type="checkbox"/>			f. Power Steering
<input checked="" type="checkbox"/>			1. Power Unit Warning Light	<input checked="" type="checkbox"/>			g. Ball & Socket Joints
<input checked="" type="checkbox"/>			2. Towed Unit Warning Light	<input checked="" type="checkbox"/>			h. Tie Rods & Drag Link
<input checked="" type="checkbox"/>			3. System malfunction	<input checked="" type="checkbox"/>			i. Nuts
<input checked="" type="checkbox"/>			m. Automatic Slack Adjusters	<input checked="" type="checkbox"/>			j. Steering System
<input checked="" type="checkbox"/>			n. Breakaway Brakes - trailers	<input checked="" type="checkbox"/>			8. SUSPENSION
<input checked="" type="checkbox"/>			2. COUPLING DEVICES	<input checked="" type="checkbox"/>			a. U-Bolts
<input checked="" type="checkbox"/>			a. 3rd Wheel & Mounting/King Pin	<input checked="" type="checkbox"/>			b. Spring Assembly
<input checked="" type="checkbox"/>			b. Pintle Hooks & Mounting Ball hitch	<input checked="" type="checkbox"/>			c. Torque, Radius, or Tracking Components
<input checked="" type="checkbox"/>			c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>			9. FRAME/INCLUDING CROSS FRAMES
<input checked="" type="checkbox"/>			d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>			a. Frame Members
<input checked="" type="checkbox"/>			e. Safety Devices (chains, cables, hooks)	<input checked="" type="checkbox"/>			b. Tire & Wheel Clearance
<input checked="" type="checkbox"/>			f. Saddle Mounts	<input checked="" type="checkbox"/>			c. Adjustable Axle Assemblies (sliding substrates) & Locking Devices - Trailer Only
<input checked="" type="checkbox"/>			g. Locking Devices	<input checked="" type="checkbox"/>			10. TIRES
<input checked="" type="checkbox"/>			3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>			11. WHEELS & RIMS
<input checked="" type="checkbox"/>			4. FUEL SYSTEM	<input checked="" type="checkbox"/>			a. Lock or Side Ring (Split Rim)
<input checked="" type="checkbox"/>			a. Visible Leak	<input checked="" type="checkbox"/>			b. Wheels & Rims
<input checked="" type="checkbox"/>			b. Fuel Cap	<input checked="" type="checkbox"/>			c. Fasteners (Nuts)
<input checked="" type="checkbox"/>			c. Securement of Tank	<input checked="" type="checkbox"/>			d. Welds
<input checked="" type="checkbox"/>			15. REAR VISION MIRRORS	<input checked="" type="checkbox"/>			12. WINDSHIELDS/Glazing
<input checked="" type="checkbox"/>			16. HORN	<input checked="" type="checkbox"/>			13. WIPERS/WASHER & DEFROSTERS
<input checked="" type="checkbox"/>			17. FIRE EXTINGUISHER	<input checked="" type="checkbox"/>			14. MOTORCOACH/BUS SEATS
<input checked="" type="checkbox"/>			18. EMERGENCY WARNING DEVICES	<input checked="" type="checkbox"/>			19. REAR END PROTECTION
							20. CAB & BODY COMPONENTS
							21. WHEEL FLAPS
							22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX A Y N

I hereby certify that the above information is true and accurate.

Inspector Signature: Garrison Tucker

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 05/13/2023 Time: 9:00 AM Veh. Lic.# YCR 8865 Decal # 23000222 Inspector Name: GARRISON TUCKER

BRAKE ADJUSTMENT/BRAKE TYPE

Rear	Chamber Type/Size	T30	T30/30	T30/30				
	Pushrod Stroke (in.)	1 3/8	1 3/4	1 7/8				
	Axle #	1	2	3	4	5	6	7
Front	Pushrod Stroke (in.)	1 1/8	1 3/4	1 7/8				
	Chamber Type/Size	T30	T30/30	T30/30				

TIRE INFORMATION

Rear	Tire Size	425/65R 22.5	11R 22.5	11R 22.5				
	Outside Min. Tread	20/32	19/32	19/32				
	PSI	109	101	100				
Inside	Min. Tread		18/32	15/32				
	PSI		100	101				
	Axle #	1	2	3	4	5	6	7
Front	Min. Tread		22/32	25/32				
	PSI		100	100				
Outside	Min. Tread	18/32	17/32	27/32				
	PSI	108	100	101				
	Tire Size	425/65R 22.5	11R 22.5	11R 22.5				

~~Brakes~~

Electric Surge

~~Controller~~

~~Make/Model: _____~~

~~Tow Vehicle~~

~~Lic. Plate: _____ State: _____~~

~~GVWR: _____~~

~~Trailer~~

~~Lic. Plate: _____ State: _____~~

~~GVWR: _____~~

~~Steering~~

~~Wheel diameter: 18"~~

~~Free Play (in.): 1 3/8~~

~~Tractor Protection Valve~~

~~Activates at (PSI): _____~~

Flow Pressure

~~Safety Devices~~

Chain Cable

~~Size: _____ Grade: _____~~

~~5th Wheel Measurements (in.)~~

~~Pivot Pin/Bracket: _____~~

~~Slider/Base: _____~~

~~Upper/Lower Halves: _____~~

~~Trailer used for Test~~

~~Lic. Plate: _____ State: _____~~

~~Motor Coaches/Bus~~

~~Emergency Exits/ Push-out Windows:~~

Pass Fall NA

Notes/21-day temporary license number:

I hereby certify the information contained herein is true and accurate:

Garrison Tucker
Inspector signature



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

1316.4

13. Decal #
23000220

4. Time in **5:30** am pm
5. Time Out **8:30** am pm

1. Date mm/dd/yyyy **04/10/2023** 2. Insp. Location (Street Address) **3259 Terminal Dr.** 3. City, State ZIP **Eagan Mn 55121**

6. Veh Make **MAZDA** 7. Year **2017** 8. VIN **1MA6R2G66KM004867** 9. Unit # **43** 10. Odometer **208277** H 11. Lic# **KA1615** 12. State **MN**

14. Owner Name **Aspen Waste Systems** 15. Owner Street Address **3259 Terminal Dr.** 16. City, State, ZIP **Eagan Mn. 55121**

17. Carrier Name **Aspen Waste Systems** 18. Carrier Street Address **3259 Terminal Dr.** 19. City, State, ZIP **Eagan Mn. 55121**

20. Owner USDOT# **01098597** 21. Carrier USDOT# **01098597** 22. Inspector Name **GARRISON TUCKER** 23. Inspector # **078958**

PASS	FAIL	N/A		PASS	FAIL	N/A	
✓			1. BRAKE SYSTEM	✓			5. LIGHTING DEVICES
✓			a. Service Brakes	✓			a. Headlamps
✓			1.) Adjustment	✓			b. Tail lamps
✓			2.) Pads	✓			c. Brake lamps
✓			b. Parking Brake System	✓			d. Turn Signals
✓			c. Brake Drum or Rotors	✓			e. Marker/ID/Clearance Lamps
✓			d. Brake Hose	✓			f. Conspicuity Tape/Reflectors
✓			e. Brake Tubing	✓			6. SAFE LOADING
✓			f. Low Pressure/Vacuum/or Low Air Warning Device	✓			7. STEERING MECHANISM
		✓	g. Tractor Protection Valve	✓			a. Steering Wheel Free Play(Lash)
✓			h. Air Compressor	✓			b. Steering Column
		✓	i. Electric Brakes	✓			c. Front Axle Beam & All Components Other Than Steering
		✓	j. Hydraulic Brakes (including power assist)	✓			d. Steering Gear Box Column
		✓	k. Vacuum Systems	✓			e. Pitman Arm
✓			l. ABS	✓			f. Power Steering
		✓	1. Power Unit Warning Light	✓			g. Ball & Socket Joints
		✓	2. Toward Unit Warning Light	✓			h. Tie Rods & Drag Link
✓			3. System malfunction	✓			i. Nuts
✓			m. Automatic Slack Adjusters	✓			j. Steering System
		✓	n. Breakaway Brakes - trailers	✓			8. SUSPENSION
		✓	2. COUPLING DEVICES	✓			a. U-Bolts
		✓	a. 5th Wheel & Mounting/King Pin	✓			b. Spring Assembly
		✓	b. Pintle Hooks & Mounting Ball hitch	✓			c. Torque, Radius, or Trucking Components
		✓	c. Drawbar/Towbar Eye	✓			9. FRAME/INCLUDING CROSS FRAMES
		✓	d. Drawbar/Towbar Tongue	✓			a. Frame Members
		✓	e. Safety Devices (chains, cables, hooks)	✓			b. Tire & Wheel Clearance
		✓	f. Saddle Mounts	✓			c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
		✓	g. Locking Devices	✓			10. TIRES
✓			3. EXHAUST SYSTEM	✓			a. Lock or Side Ring (Split Rim)
✓			4. FUEL SYSTEM	✓			b. Wheels & Rims
✓			a. Visible Leak	✓			c. Fasteners (lugs)
✓			b. Fuel Cap	✓			d. Welds
✓			c. Securement of Tank	✓			12. WINDSHIELDS/Glazing
							13. WIPERS/WASHER & DEFROSTERS
							14. MOTORCOACH/BUS SEATS
✓			15. REAR VISION MIRRORS	✓			19. REAR END PROTECTION
✓			16. HORN	✓			20. CAB & BODY COMPONENTS
✓			17. FIRE EXTINGUISHER	✓			21. WHEEL FLAPS
✓			18. EMERGENCY WARNING DEVICES	✓			22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX A Y N

I hereby certify that the above information is true and accurate.

Inspector Signature

Garrison S. Tucker

This is the only vehicle inspection form approved by the Minnesota State Patrol (01/01/2023)

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 04/10/2025 Time: 7:30 AM Veh. Lic.# YCA 1615 Decal # 23000220 Inspector Name: _____

BRAKE ADJUSTMENT/BRAKE TYPE

Chamber Type/Size	T30	T30	T30				
Pushrod Stroke (in.)	1 3/4	1 3/4	1 3/4				
Axle #	1	2	3	4	5	6	7
Pushrod Stroke (in.)	1 3/4	1 7/8	1 3/4				
Chamber Type/Size	T30	T30	T30				

TIRE INFORMATION

Tire Size	42565R22.5	11R22.5	11R22.5				
Outside	Min. Tread	9/32	24/32	24/32			
	PSI	110	200	101			
Inside	Min. Tread		27/32	15/32			
	PSI		100	102			
Axle #	1	2	3	4	5	6	7
Inside	Min. Tread	12/32	20/32	25/32			
	PSI	111	100	102			
Outside	Min. Tread		21/32	26/32			
	PSI		100	101			
Tire Size	4R565R22.5	11R22.5	11R22.5				

<p>Brakes</p> <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Surge <p>Controller</p> <p>Make/Model: _____</p> <p>Tow Vehicle</p> <p>Lic. Plate: _____ State: _____</p> <p>GVWR: _____</p> <p>Trailer</p> <p>Lic. Plate: _____ State: _____</p> <p>GVWR: _____</p>	<p>Steering</p> <p>Wheel diameter: <u>18"</u></p> <p>Free Play (in.): <u>1/2</u></p>	<p>5th Wheel Measurements (in.)</p> <p>Pivot Pin/Bracket: _____</p> <p>Slider/Base: _____</p> <p>Upper/Lower Halves: _____</p> <p>Trailer used for Test</p> <p>Lic. Plate: _____ State: _____</p>
	<p>Tractor Protection Valve</p> <p>Activates at (PSI): _____</p> <input type="checkbox"/> Flow <input type="checkbox"/> Pressure	<p>Motor Coaches/Bus</p> <p>Emergency Exits/Push-out Windows:</p> <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> NA
	<p>Safety Devices GVWR: _____</p> <input type="checkbox"/> Chain <input type="checkbox"/> Cable <p>Size: _____ Grade: _____</p>	

Notes/21-day temporary license number: _____

I hereby certify the information contained herein is true and accurate: Harrison Tucker
Inspector signature



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

1. Date mm/dd/yyyy 02/03/2023		2. Insp. Location (Street Address) 2951 Weeks Ave SE		3. City, State ZIP Minneapolis, MN 55141		4. Time in 7:31 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	5. Time Out 8:45 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
6. Veh Make International	7. Year 2010	8. VIN 1HTWGAATXBJ327817	9. Unit # 118	10. Odometer 42348 <input type="checkbox"/> C <input checked="" type="checkbox"/> H	11. Lic # YC88370	12. State MN	13. Decal # 23147959
14. Owner Name Aspen Waste Systems			15. Owner Street Address 2951 Weeks Ave SE		16. City, State, ZIP Minneapolis, MN 55141		
17. Carrier Name Aspen Waste Systems			18. Carrier Street Address 2951 Weeks Ave SE		19. City, State, ZIP Minneapolis, MN 55141		
20. Owner USDOT # 01098597		21. Carrier USDOT # 01098597		22. Inspector Name Scott Brunell		23. Inspector # 220807	

PASS	FAIL	N/A		PASS	FAIL	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. BRAKE SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. LIGHTING DEVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Service Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Headlamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.) Adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tail lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.) Pads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Parking Brake System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Turn Signals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake Drum or Rotors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Marker/ID/Clearance Lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Brake Hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Conspicuity Tape/Reflectors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Brake Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. SAFE LOADING
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Low Pressure/Vacuum/or Low Air Warning Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. STEERING MECHANISM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Tractor Protection Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Steering Wheel Free Play(Lash)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Air Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Steering Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Electric Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Front Axle Beam & All Components Other Than Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Hydraulic Brakes (including power assist)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Steering Gear Box Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k. Vacuum Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Pitman Arm
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l. ABS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Power Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Ball & Socket Joints
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Towed Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Tie Rods & Drag Link
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. System malfunction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Nuts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Automatic Slack Adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Steering System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Breakaway Brakes - trailers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. SUSPENSION
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. COUPLING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. U-Bolts
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. 5 th Wheel & Mounting/King Pin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Spring Assembly
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. Pintle Hooks & Mounting Ball hitch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Torque, Radius, or Tracking Components
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. Drawbar /Towbar Eye	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. FRAME/INCLUDING CROSS FRAMES
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Frame Members
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. Safety Devices (chains, cables, hooks)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tire & Wheel Clearance
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Saddle Mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. Locking Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. TIRES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. WHEELS & RIMS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. FUEL SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Lock or Slide Ring (Split Rim)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Visible Leak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Wheels & Rims
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Fuel Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Fasteners (lugs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Securement of Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Welds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. REAR VISION MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. WINDSHIELDS/Glazing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. WIPERS/WASHER & DEFROSTERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. FIRE EXTINGUISHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. EMERGENCY WARNING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. REAR END PROTECTION
							20. CAB & BODY COMPONENTS
							21. WHEEL FLAPS
							22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX G ○Y ○N

I hereby certify that the above information is true and accurate.

Scott Brunell

Inspector Signature

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 2/3/23 Time: 7:31 PM Veh. Lic.# YC88370 Decal # 23147959 Inspector Name: Scott Brunell

BRAKE ADJUSTMENT/BRAKE TYPE

Right	Chamber Type/Size		30	30				
	Pushrod Stroke (in.)	1 5/16	1 1/2	1 3/4				
Axle #		1	2	3	4	5	6	7
Left	Pushrod Stroke (in.)	1 1/4	1 3/4	1 7/16				
	Chamber Type/Size		30	30				

TIRE INFORMATION

Right	Tire Size		315/80R 22.5	11R22.5	11R22.5			
	Outside	Min. Tread		29	20			
Left	Outside	PSI		102	102			
	Inside	Min. Tread	12	30	22			
Right	Inside	PSI	110	100	90			
	Axle #		1	2	3	4	5	6
Left	Inside	Min. Tread	12	27	21			
	Outside	PSI	106	104	96			
Right	Outside	Min. Tread		25	22			
	Inside	PSI		104	100			
Tire Size		315/80R 22.5	11R22.5	11R22.5				

Brakes
 Electric Surge
 Controller
 Make/Model: N/A
 Tow Vehicle
 Lic. Plate: N/A State: _____
 GVWR: N/A
 Trailer
 Lic. Plate: N/A State: _____
 GVWR: N/A

Steering
 Wheel diameter: 18"
 Free Play (in.): 1 1/8"

Tractor Protection Valve
 Activates at (PSI): N/A
 Flow Pressure

Safety Devices GVWR: N/A
 Chain Cable
 Size: N/A Grade: N/A

5th Wheel Measurements (in.)
 Pivot Pin/Bracket: N/A
 Slider/Base: N/A
 Upper/Lower Halves: N/A
 Trailer used for Test
 Lic. Plate: N/A State: _____

Motor Coaches
 Emergency Exits/Push-out Windows:
 Pass Fail NA

Notes/21-day temporary license number:

I hereby certify the information contained herein is true and accurate: Scott Brunell
 Inspector signature

This is the only vehicle inspection form approved by the Minnesota State Patrol (01/01/2022)



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

1. Date mm/dd/yyyy 03/23/2023		2. Insp. Location (Street Address) 2951 Weeks Ave SE		3. City, State ZIP Minneapolis, MN 55141		4. Time in 8:16 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	5. Time Out 9:22 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
6. Veh. Make International	7. Year 2017	8. VIN 3HAW6TAT8KL37H423	9. Unit # 359	10. Odometer 93365 <input type="checkbox"/> C <input type="checkbox"/> H	11. Lic # YBV9098	12. State MN	13. Decal # 23147966
14. Owner Name Aspen Waste Systems			15. Owner Street Address 2951 Weeks Ave SE		16. City, State, ZIP Minneapolis, MN 55414		
17. Carrier Name Aspen Waste Systems			18. Carrier Street Address 2951 Weeks Ave SE		19. City, State, ZIP Minneapolis, MN 55414		
20. Owner USDOT # 01098597		21. Carrier USDOT # 01098597		22. Inspector Name Scott Brunell		23. Inspector # 220807	

PASS	FAIL	N/A		PASS	FAIL	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. BRAKE SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. LIGHTING DEVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Service Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Headlamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.) Adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tail lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.) Pads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Parking Brake System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Turn Signals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake Drum or Rotors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Marker/ID/Clearance Lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Brake Hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Conspicuity Tape/Reflectors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Brake Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. SAFE LOADING
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Low Pressure/Vacuum/or Low Air Warning Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. STEERING MECHANISM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Tractor Protection Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Steering Wheel Free Play(Lash)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Air Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Steering Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Electric Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Front Axle Beam & All Components Other Than Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Hydraulic Brakes (including power assist)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Steering Gear Box Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k. Vacuum Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Pitman Arm
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l. ABS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Power Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Ball & Socket Joints
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Towed Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Tie Rods & Drag Link
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. System malfunction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Nuts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Automatic Slack Adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Steering System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Breakaway Brakes - trailers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. SUSPENSION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. COUPLING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. U-Bolts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. 5 th Wheel & Mounting/King Pin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Spring Assembly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Pintle Hooks & Mounting Ball hitch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Torque, Radius, or Tracking Components
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Drawbar /Towbar Eye	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. FRAME/INCLUDING CROSS FRAMES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Frame Members
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Safety Devices (chains, cables, hooks)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tire & Wheel Clearance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Saddle Mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Locking Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. TIRES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Lock or Slide Ring (Split Rim)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. FUEL SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Wheels & Rims
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Visible Leak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Fasteners (lugs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Fuel Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Welds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Securement of Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. WINDSHIELDS/Glazing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. REAR VISION MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. WIPERS/WASHER & DEFROSTERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. FIRE EXTINGUISHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. REAR END PROTECTION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. EMERGENCY WARNING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. CAB & BODY COMPONENTS
							21. WHEEL FLAPS
							22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX G ○Y ON

Inspector Signature Scott Brunell

I hereby certify that the above information is true and accurate.

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 03/23/2023 Time: 8:30 PM Veh. Lic.# YBV9098 Decal # 23147966 Inspector Name: Scott Brunell

BRAKE ADJUSTMENT/BRAKE TYPE

Right	Chamber Type/Size	<u>24L</u>	<u>30L</u>	<u>30L</u>				
	Pushrod Stroke (in.)	<u>2</u>	<u>1 3/8</u>	<u>1 5/8</u>				
	Axle #	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Left	Chamber Type/Size	<u>24L</u>	<u>30L</u>	<u>30L</u>				
	Pushrod Stroke (in.)	<u>2</u>	<u>1 1/2</u>	<u>1 3/4</u>				

TIRE INFORMATION

Right	Tire Size	<u>315/80R22.5</u>	<u>11R22.5</u>	<u>11R22.5</u>				
	Outside	Min. Tread		<u>30</u>	<u>20</u>			
		PSI		<u>105</u>	<u>106</u>			
	Inside	Min. Tread	<u>24</u>	<u>30</u>	<u>20</u>			
PSI		<u>90</u>	<u>90</u>	<u>106</u>				
	Axle #	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Left	Inside	Min. Tread	<u>22</u>	<u>10</u>	<u>21</u>			
		PSI	<u>116</u>	<u>88</u>	<u>104</u>			
	Outside	Min. Tread		<u>12</u>	<u>21</u>			
		PSI		<u>92</u>	<u>102</u>			
	Tire Size	<u>315/80R22.5</u>	<u>11R22.5</u>	<u>11R22.5</u>				

Brakes
 Electric Surge
 Controller
 Make/Model: N/A
 Tow Vehicle
 Lic. Plate: N/A State: _____
 GVWR: N/A
 Trailer
 Lic. Plate: N/A State: _____
 GVWR: N/A

Steering
 Wheel diameter: 18"
 Free Play (in.): 1/4"

Tractor Protection Valve
 Activates at (PSI): N/A
 Flow Pressure

Safety Devices GVWR N/A
 Chain Cable
 Size: N/A Grade: N/A

5th Wheel Measurements (in.)
 Pivot Pin/Bracket: N/A
 Slider/Base: N/A
 Upper/Lower Halves: N/A
 Trailer used for Test
 Lic. Plate: N/A State: _____

Motor Coaches
 Emergency Exits/Push-out Windows:
 Pass Fail NA

Notes/21-day temporary license number:
Repair's made under RO# 161410

I hereby certify the information contained herein is true and accurate: Scott Brunell
 Inspector signature



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

13. Decal #
23000298

4. Time in
4:00 am **pm**

5. Time Out
7:30 am **pm**

11. Lic#
YBW3558

12. State
MN

1. Date mm/dd/yyyy
04/27/2023

2. Insp. Location (Street Address)
3959 Terminal DR

3. City, State ZIP
EOGAN MN 55121

6. Veh Make
International

7. Year
2017

8. VIN
3HAWGTATXKL774424

9. Unit #
360

10. Odometer
73089 mi

14. Owner Name
Aspen Waste Systems

15. Owner Street Address
2951 Weeks AVE SE

16. City, State, ZIP
Minneapolis, MN 55414

17. Carrier Name
Aspen Waste Systems

18. Carrier Street Address
2951 Weeks AVE SE

19. City, State, ZIP
Minneapolis, MN 55414

20. Owner USDOT#
01098597

21. Carrier USDOT#
01098597

22. Inspector Name
Travis Timm

23. Inspector #
190236

PASS	FAIL	N/A		PASS	FAIL	N/A	
X			1. BRAKE SYSTEM	X			5. LIGHTING DEVICES
X			a. Service Brakes	X			a. Headlamps
X			1.) Adjustment	X			b. Tail lamps
X			2.) Pads	X			c. Brake lamps
X			b. Parking Brake System	X			d. Turn Signals
X			c. Brake Drum or Rotors	X			e. Marker/ID/Clearance Lamps
X			d. Brake Hose	X			f. Conspicuity Tape/Reflectors
X			e. Brake Tubing		X		6. SAFE LOADING
X			f. Low Pressure Vacuum/ or Low Air Warning Device	X			7. STEERING MECHANISM
		X	g. Tractor Protection Valve	X			a. Steering Wheel Free Play(Lash)
X			h. Air Compressor	X			b. Steering Column
		X	i. Electric Brakes	X			c. Front Axle Beam & All Components Other Than Steering
		X	j. Hydraulic Brakes (including power assist)	X			d. Steering Gear Box Column
		X	k. Vacuum Systems	X			e. Pitman Arm
X			l. ABS	X			f. Power Steering
X			1. Power Unit Warning Light	X			g. Ball & Socket Joints
X			2. Toward Unit Warning Light	X			h. Tie Rods & Drag Link
X			3. System malfunction	X			i. Nuts
X			m. Automatic Slack Adjusters	X			j. Steering System
		X	n. Breakaway Brakes - trailers	X			8. SUSPENSION
		X	2. COUPLING DEVICES	X			a. U-Bolts
		X	a. 5th Wheel & Mounting/King Pin	X			b. Spring Assembly
		X	b. Plate Hooks & Mounting Ball hitch	X			c. Torque, Radius, or Tracking Components
		X	c. Drawbar/Towbar Eye	X			9. FRAME/INCLUDING CROSS FRAMES
		X	d. Drawbar/Towbar Tongue	X			a. Frame Members
		X	e. Safety Devices (chains, cables, hooks)			X	b. Tire & Wheel Clearance
		X	f. Saddle Mounts	X			c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
		X	g. Locking Devices	X			10. TIRES
X			3. EXHAUST SYSTEM	X		X	a. Lock or Side Ring (Split Rim)
X			4. FUEL SYSTEM	X		X	b. Wheels & Rims
X			a. Visible Leak	X		X	c. Fasteners (lugs)
X			b. Fuel Cap	X		X	d. Welds
X			c. Securement of Tank			X	12. WINDSHIELDS/Glazing
							13. WIPERS/WASHER & DEFROSTERS
							14. MOTORCOACH/BUS SEATS
X			15. REAR VISION MIRRORS	X			19. REAR END PROTECTION
X			16. HORN	X			20. CAB & BODY COMPONENTS
X			17. FIRE EXTINGUISHER	X			21. WHEEL FLAPS
X			18. EMERGENCY WARNING DEVICES	X			22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX A

I hereby certify that the above information is true and accurate.

Inspector Signature

This is the only vehicle inspection form approved by the Minnesota State Patrol (01/01/2022)

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 4-29-23 Time: 7:00 AM Veh. Lic.# YBW3558 Decal# 23000298 Inspector Name: Travis Timm

BRAKE ADJUSTMENT/BRAKE TYPE

Chamber Type/Size	C24L	C30L	C30L				
Pushrod Stroke (in.)	1 3/8	1 1/2	1 3/4				
Axle #	1	2	3	4	5	6	7
Pushrod Stroke (in.)	1 1/4	1 3/8	1 1/2				
Chamber Type/Size	C24L	C30L	C30L				

TIRE INFORMATION

Tire Size		315/80R22.5	11R22.5	11R22.5			
Outside	Min. Tread	18	23	23			
	PSI	110	100	100			
Inside	Min. Tread		23	24			
	PSI		100	100			
Axle #		1	2	3	4	5	6
Inside	Min. Tread		24	25			
	PSI		100	100			
Outside	Min. Tread	20	24	25			
	PSI	100	100	100			
Tire Size		315/80R22.5	11R22.5	11R22.5			

Brakes
 Electric Surge
 Controller: NA
 Make/Model: NA
 Tow Vehicle
 Lic. Plate: NA State: NA
 GVWR: NA
 Trailer
 Lic. Plate: NA State: NA
 GVWR: NA

Steering
 Wheel diameter: 18
 Free Play (in.): 2
 Tractor Protection Valve
 Activates at (PSI): NA
 Flow NA Pressure
 Safety Devices GVWR: NA
 Chain Cable
 Size: NA Grade: NA

5th Wheel Measurements (in.)
 Pivot Pin/Bracket: NA
 Slider/Base: NA
 Upper/Lower Halves: NA
 Trailer used for Test
 Lic. Plate: NA State: NA
 Motor Coaches/Bus NA
 Emergency Exits/Push-out Windows:
 Pass Fall NA

Notes/21-day temporary license number:

I hereby certify the information contained herein is true and accurate: [Signature]
 Inspector signature



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

1. Date mm/dd/yyyy 12-30-22		2. Insp. Location (Street Address) 2951 Weeks Ave SE		3. City, State ZIP Minneapolis, MN 55141		4. Time in 2:00 <input type="checkbox"/> am <input type="checkbox"/> pm	5. Time Out 2:10 <input type="checkbox"/> am <input type="checkbox"/> pm
6. Veh. Make Mack	7. Year 20	8. VIN 1M2TE1GCMM	9. Unit # 4101	10. Odometer 80923 <input type="checkbox"/> C <input type="checkbox"/> H	11. Lic # YB20711	12. State MN	13. Decal # 22240519
14. Owner Name Aspen Waste Systems			15. Owner Street Address 2951 Weeks Ave SE			16. City, State, ZIP Minneapolis, MN 55141	
17. Carrier Name Aspen Waste Systems			18. Carrier Street Address 2951 Weeks Ave SE			19. City, State, ZIP Minneapolis, MN 55141	
20. Owner USDOT # 01098597		21. Carrier USDOT # 01098597		22. Inspector Name Neil Tietje		23. Inspector # 940473	

PASS	FAIL	N/A		PASS	FAIL	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. BRAKE SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. LIGHTING DEVICES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Service Brakes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Headlamps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.) Adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tail lamps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.) Pads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake lamps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Parking Brake System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Turn Signals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake Drum or Rotors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Marker/ID/Clearance Lamps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Brake Hose	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Conspicuity Tape/Reflectors
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Brake Tubing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. SAFE LOADING
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Low Pressure/Vacuum/or Low Air Warning Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. STEERING MECHANISM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Tractor Protection Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Steering Wheel Free Play(Lash)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Air Compressor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Steering Column
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Electric Brakes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Front Axle Beam & All Components Other Than Steering
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Hydraulic Brakes (including power assist)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Steering Gear Box Column
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k. Vacuum Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Pitman Arm
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l. ABS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Power Steering
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Power Unit Warning Light	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Ball & Socket Joints
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Towed Unit Warning Light	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Tie Rods & Drag Link
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. System malfunction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Nuts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Automatic Slack Adjusters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Steering System
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Breakaway Brakes - trailers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. SUSPENSION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. COUPLING DEVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. U-Bolts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. 5 th Wheel & Mounting/King Pin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Spring Assembly
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Pintle Hooks & Mounting Ball hitch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Torque, Radius, or Tracking Components
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Drawbar /Towbar Eye	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. FRAME/INCLUDING CROSS FRAMES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Drawbar/Towbar Tongue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Frame Members
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Safety Devices (chains, cables, hooks)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tire & Wheel Clearance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Saddle Mounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Locking Devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. TIRES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. EXHAUST SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. WHEELS & RIMS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. FUEL SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Lock or Slide Ring (Split Rim)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Visible Leak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Wheels & Rims
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Fuel Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Fasteners (Nuts)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Securement of Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Welds
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. REAR VISION MIRRORS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. WINDSHIELDS/Glazing
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. HORN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. WIPERS/WASHER & DEFROSTERS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. FIRE EXTINGUISHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. MOTORCOACH SEATS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. EMERGENCY WARNING DEVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. REAR END PROTECTION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. CAB & BODY COMPONENTS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. WHEEL FLAPS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX G Y N

I hereby certify that the above information is true and accurate.

Inspector Signature *Neil Tietje*

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 12-30-22 Time: 2000 Veh. Lic.# YB20711 Decal # 22240519 Inspector Name: Arlet Tietz

BRAKE ADJUSTMENT/BRAKE TYPE

Right	Chamber Type/Size	C30	C30	C30				
	Pushrod Stroke (in.)	1 3/4	1 5/8	1 3/8				
	Axle #	1	2	3	4	5	6	7
Left	Pushrod Stroke (in.)	1 1/2	1 1/2	1 1/2				
	Chamber Type/Size	C30	C30	C30				

TIRE INFORMATION

Right	Tire Size		425/65 R225	11R225	11R225			
	Outside	Min. Tread		20	18			
		PSI		100	90			
	Inside	Min. Tread	21	10	17			
PSI		100	90	90				
Axle #		1	2	3	4	5	6	7
Left	Inside	Min. Tread	20	21	25			
		PSI	105	100	100			
	Outside	Min. Tread		24	25			
		PSI		95	90			
Tire Size		425/65 R225	11R225	11R225				

Brakes
 Electric Surge

Controller
 Make/Model: N/A

Tow Vehicle
 Lic. Plate: N/A State: _____
 GVWR: N/A

Trailer
 Lic. Plate: N/A State: _____
 GVWR: N/A

Steering
 Wheel diameter: 18
 Free Play (in.): 2 1/2

Tractor Protection Valve
 Activates at (PSI): N/A
 Flow Pressurized

Safety Devices GVWR: N/A
 Chain Cable
 Size: N/A Grade: N/A

5th Wheel Measurements (in.)
 Pivot Pin/Bracket: N/A
 Slider/Base: N/A
 Upper/Lower Halves: N/A
 Trailer used for Test
 Lic. Plate: N/A State: _____

Motor Coaches
 Emergency Exits/Push-out Windows:
 Pass Fail NA

Notes/21-day temporary license number:

I hereby certify the information contained herein is true and accurate: [Signature]
 Inspector signature



**MINNESOTA
PERIODIC VEHICLE INSPECTION REPORT**

1. Date mm/dd/yyyy 03/06/2023		2. Insp. Location (Street Address) 3259 Terminal Dr.			3. City, State ZIP Eagan, MN 55121			4. Time in 2:17 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm		5. Time Out 4:18 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	
6. Veh Make MACK		7. Year 2020	8. VIN 1M2TE1GC3NM006987		9. Unit # 4104	10. Odometer 2182 <input type="checkbox"/> C <input checked="" type="checkbox"/> H		11. Lic# YCA8878		12. State MN	13. Decal # 23000331
14. Owner Name ASPEN WASTE SYSTEMS				15. Owner Street Address 2951 Weeks Ave. SE				16. City, State, ZIP Minneapolis, MN 55414			
17. Carrier Name ASPEN WASTE SYSTEMS				18. Carrier Street Address 2951 Weeks Ave. SE				19. City, State, ZIP Minneapolis, MN 55414			
20. Owner USDOT# 01098597			21. Carrier USDOT# 01098597			22. Inspector Name Hunter Vanella			23. Inspector # 220490		

PASS	FAIL	N/A		PASS	FAIL	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. BRAKE SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. LIGHTING DEVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Service Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Headlamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.) Adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tail lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.) Pads	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Parking Brake System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Turn Signals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Brake Drum or Rotors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Marker/ID/Clearance Lamps
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Brake Hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Conspicuity Tape/Reflectors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Brake Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. SAFE LOADING
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Low Pressure/Vacuum/or Low Air Warning Device	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. STEERING MECHANISM
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Tractor Protection Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Steering Wheel Free Play(Lash)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Air Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Steering Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Electric Brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Front Axle Beam & All Components Other Than Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Hydraulic Brakes (including power assist)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Steering Gear Box Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k. Vacuum Systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Pitman Arm
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l. ABS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Power Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Ball & Socket Joints
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Towed Unit Warning Light	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h. Tie Rods & Drag Link
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. System malfunction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i. Nuts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	m. Automatic Slack Adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j. Steering System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n. Breakaway Brakes - trailers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. SUSPENSION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. COUPLING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. U-Bolts
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. 5 th Wheel & Mounting/King Pin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Spring Assembly
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Pintle Hooks & Mounting Ball hitch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Torque, Radius, or Tracking Components
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Drawbar /Towbar Eye	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. FRAME/INCLUDING CROSS FRAMES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Frame Members
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e. Safety Devices (chains, cables, hooks)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Tire & Wheel Clearance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f. Saddle Mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Adjustable Axle Assemblies (sliding subframes) & Locking Devices - Trailer Only
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g. Locking Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. TIRES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. EXHAUST SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. WHEELS & RIMS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. FUEL SYSTEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Lock or Slide Ring (Split Rim)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Visible Leak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Wheels & Rims
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b. Fuel Cap	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Fasteners (lugs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c. Securement of Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d. Welds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. REAR VISION MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. WINDSHIELDS/Glazing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. WIPERS/WASHER & DEFROSTERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. FIRE EXTINGUISHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. MOTORCOACH SEATS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. EMERGENCY WARNING DEVICES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. REAR END PROTECTION
							20. CAB & BODY COMPONENTS
							21. WHEEL FLAPS
							22. DRIVELINE/DRIVESHAFT

THIS VEHICLE IS IN COMPLIANCE WITH 49 CFR 396.17 APPENDIX A Y ON

I hereby certify that the above information is true and accurate.

Inspector Signature

PERIODIC VEHICLE INSPECTION INFORMATION FORM

Date: 03/06/2023 Time: 3:45 PM Veh. Lic.# YCA8878 Decal # 23000331 Inspector Name: Hunter Vanella

BRAKE ADJUSTMENT/BRAKE TYPE

Right	Chamber Type/Size	C-24	C-3030L	C-3030L				
	Pushrod Stroke (in.)	1 1/4	1 5/8	1 3/4				
Axle #		1	2	3	4	5	6	7
Left	Pushrod Stroke (in.)	1 3/8	1 1/2	1 3/4				
	Chamber Type/Size	C-24	C-3030L	C-3030L				

TIRE INFORMATION

Right	Tire Size	425/65R22.5	11R22.5	11R22.5				
	Outside	Min. Tread	21/32	15/32	11/32			
		PSI	112	96	97			
	Inside	Min. Tread		15/32	6/32			
PSI			98	95				
Axle #		1	2	3	4	5	6	7
Left	Inside	Min. Tread		16/32	7/32			
		PSI		103	90			
	Outside	Min. Tread	20/32	17/32	8/32			
		PSI	110	106	96			
Tire Size		425/65R22.5	11R22.5	11R22.5				

Brakes
 Electric Surge

Controller
 Make/Model: N/A

Tow Vehicle
 Lic. Plate: N/A State: N/A
 GVWR: N/A

Trailer
 Lic. Plate: N/A State: N/A
 GVWR: N/A

Steering
 Wheel diameter: "18" in
 Free Play (in.): "1" in

Tractor Protection Valve
 Activates at (PSI): N/A
 Flow Pressure

Safety Devices GVWR: N/A
 Chain Cable
 Size: N/A Grade: N/A

5th Wheel Measurements (in.)
 Pivot Pin/Bracket: N/A
 Slider/Base: N/A
 Upper/Lower Halves: N/A
 Trailer used for Test
 Lic. Plate: N/A State: N/A

Motor Coaches
 Emergency Exits/Push-out Windows:
 Pass Fail NA

Notes/21-day temporary license number:

I hereby certify the information contained herein is true and accurate: Hunter Vanella
 Inspector signature

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: BEDA

Introduction: Byron 47, LLC; Bear Path Apartments

Request for Action:

Background /Justification: Hamilton, the owner of Bear Path Apartments, has presented the attached documents regarding their "default" in regard to the Tax Abatement Agreement with the City.

Section III.6 of the agreement is the portion which addresses property taxes. Section IV.2 of the agreement addresses remedies of addressing the default.

The remedies as presented in the agreement are:

1. Suspend the agreement until the city received assurances that they will/have cured the "default".
2. Cancel/rescind the agreement.
3. Take legal action to enforce performance.

The city also has the option to create their own remedy regarding a situation.

Fiscal Impact:

Staff Recommendation: Make a determination regarding the Bear Path Apartment tax abatement issue.

Preparer: Janna Monosmith

ATTACHMENTS:

[Property Tax Statments.pdf](#)

[Property_Tax_Comparison_City](#)

[MCRO_55-CV-23-1143_Notice of Filing of Order and Entry of Judgment_2023-05-03_20230801093758.pdf](#)

[Letter to Client.pdf](#)

[20.01_Signed Abatement Agreement.pdf](#)

[MCRO_55-CV-23-1143_Notice_of_Filing_of_Order_and_Entry_of_Judgment_2023-05-03_20230801093758.pdf](#)

From: **Bedard Benjamin** bedard.benjamin@CO.OLMSTED.MN.US
 Subject: RE: Byron apartment taxes
 Date: **January 7, 2020 at 4:09 PM**
 To: **Mac Hamilton** mac@hamiltonmnre.com
 Cc: **Mary Blair-Hoeft** mhoeft@byronmn.com, **Janna Monosmith** jmonosmith@byronmn.com, **Chad Behnken** chad@hamiltonmnre.com,
Ari Kolas ari@hamiltonmnre.com

Good Afternoon Mac,

I have had a chance to look at the information you provided. I used our 2019 assessment models for valuation. I do not expect major changes for the following assessment. Based off of those assumptions, I am estimating the value of the project to be \$4,594,000. Using that value and the Pay 2019 tax rates, the taxes on the proposed property would be:

Taxing District	Taxes
County	\$30,758
City	\$37,996
School	\$30,031
HRA	\$738
Total	\$99,523

Let me know if you have any further questions, I am happy to help.

Ben Bedard

Commercial Appraiser

Olmsted County Property Records & Licensing

151 4th St. SE - Rochester, MN 55904

507.328.7652

<https://www.co.olmsted.mn.us/prl/propertyrecords/Pages/default.aspx>

From: Mac Hamilton <mac@hamiltonmnre.com>
Sent: Monday, January 6, 2020 9:04 AM
To: Bedard Benjamin <bedard.benjamin@CO.OLMSTED.MN.US>
Cc: Mary Blair-Hoeft <mhoeft@byronmn.com>; Janna Monosmith <jmonosmith@byronmn.com>; Chad Behnken <chad@hamiltonmnre.com>; Ari Kolas <ari@hamiltonmnre.com>
Subject: Byron apartment taxes

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Ben:

Thank you for your offer to help us estimate what the real estate taxes including the City's share might be if we were to build the

PARID: 753311075421
BYRON 47 LLC

ROLL: RP
1151 4 ST NE

Owners Name and Mailing

BYRON 47 LLC
4057 28 ST NW STE 200
ROCHESTER MN 55901

Property Address and Legal

1151 4 ST NE
BYRON MN 55920
SECT-33 TWP-107 RANGE-015
BYRON TOWNE SQUARE 4TH ADD

Property Values

	Actual Values	Proposed Values
	Actual 2022 Pay Year	Proposed 2023 Pay Year
Taxable Market Values	668,800	9,360,000
Homestead Exclusion	0	0
Property Classes	APARTMENT	APARTMENT

Taxes

	Actual Taxes	Proposed Taxes
OLMSTED COUNTY	4,094.84	52,168.04
OLMSTED COUNTY HRA	141.12	1,978.48
CITY OF BYRON	5,635.38	78,522.22
STATE GENERAL TAX	0.00	0.00
BYRON SCHOOL DIST		
VOTER APPROVED LEVIES	3,347.76	38,329.20
OTHER LOCAL LEVIES	1,830.90	25,198.06
TAX INCREMENT TAX	0.00	0.00
TOTALS (EXCLUDING SPECIAL ASSESSMENTS)	15,050.00	196,196.00
PCT CHANGE		1,203.60%

Budget and Tax Hearing Location Dates
OLMSTED COUNTY
THURSDAY, DECEMBER 1, 2022 @ 6:00 P.M.
GC BOARD ROOM

Mailing Addresses and Telephone Numbers
OLMSTED COUNTY 507-328-7635
151 SE 4 ST
ROCHESTER MN 55904



OLMSTED COUNTY
Property Records and Revenue
151 4th Street S.E.
P.O. Box 6681
Rochester, MN 55903-6681
(507)328-7636
www.co.olmsted.mn.us

TAX STATEMENT 2023

2022 Values for Taxes Payable in

Table with columns: Step, Taxes Payable Year, 2022, 2023. Rows include Step 1 (VALUES & CLASSIFICATIONS), Step 2 (PROPOSED TAX), and Step 3 (PROPERTY TAX STATEMENT).

Property ID Number: RP 75.33.11.075421

Taxpayer(s):
BYRON 47 LLC
4057 28 ST NW STE 200
ROCHESTER MN 55901

Property Description:
1151 4 ST NE
SECT-33 TWP-107 RANGE-015
BYRON TOWNE SQUARE 4TH ADD
LOT-004 BLOCK-002
1151 4 ST NE / BYRON

\$\$\$ You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

REFUNDS?

Tax Detail for Your Property:

Table with columns: Taxes Payable Year, 2022, 2023. Rows include 1-14 detailing property tax components, credits, and special assessments.

2nd Half Payment Stub - Payable 2023
TO AVOID PENALTY PAY ON OR BEFORE OCTOBER 16, 2023
Property ID Number: RP 75.33.11.075421

PLEASE READ BACK OF STATEMENT FOR IMPORTANT INFORMATION
If your address has changed please check this box and show the change on the back of this stub

Taxpayer(s):
BYRON 47 LLC
4057 28 ST NW STE 200
ROCHESTER MN 55901

Total Property Tax for 2023: \$ 164,646.00
Second half Payment Due: \$ 82,323.00
Second half Penalty Due: \$ 0.00
Second half Payment Made: \$ 15,808.00
Second half Due with Penalty: \$ 66,515.00

Make Checks Payable To:
OLMSTED COUNTY PRL
P.O. Box 6681
Rochester, MN 55903-6681

Duplicate/Revised Statement 07/2023

2022001753311075421000066515005

No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks or cash. \$30 fee for returned payments.

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT.

1st Half Payment Stub - Payable 2023
TO AVOID PENALTY PAY ON OR BEFORE MAY 15, 2023
Property ID Number: RP 75.33.11.075421

PLEASE READ BACK OF STATEMENT FOR IMPORTANT INFORMATION
If your address has changed please check this box and show the change on the back of this stub

Taxpayer(s):
BYRON 47 LLC
4057 28 ST NW STE 200
ROCHESTER MN 55901

Total Property Tax for 2023: \$ 164,646.00
First half Payment Due: \$ 82,323.00
First half Penalty Due: \$ 0.00
First half Payment Made: \$ 82,323.00
First half Due with Penalty: \$ 0.00

Make Checks Payable To:
OLMSTED COUNTY PRL
P.O. Box 6681
Rochester, MN 55903-6681

Duplicate/Revised Statement 07/2023

20220017533110754210000000000000

No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks or cash. \$30 fee for returned payments.

DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT.

Mac Hamilton

From: Hawkins Lisa <lisa.hawkins@olmstedcounty.gov>
Sent: Friday, July 28, 2023 12:20 PM
To: Chad Behnken; Mac Hamilton
Cc: Kraft Ryan; Hawkins Lisa
Subject: Parcel ID #753311075421
Attachments: showODreport (73).pdf

Importance: High

Good afternoon Chad,

The breakdown for pay 2023 property taxes for parcel number 75.33.11.075421 are as follows:

Authority	Rate	Tax per Authority
County	44.645	\$ 43,819.50
City / Township	67.102	\$ 65,862.64
School Ref-voter	0.15554	\$ 12,213.31
School -Other	41.862	\$ 41,088.81
HRA	1.693	\$ 1,661.74
		\$ 164,646.00

Please note that this quote is for pay 2023 only, future years values and/or rates will change.

The pay 2023 revised tax statement is attached.

Please let me know if you have any questions.

Lisa Hawkins
 Sr. Property Tax Specialist
 Olmsted County PRL
 151 Fourth Street SE
 Rochester, MN 55904
 (507)-328-7666
lisa.hawkins@olmstedcounty.gov



Property Tax Breakdown

Value	Pre-Development \$4,594,000.00	Assessed \$9,360,000.00	Amended \$7,852,200.00
County	\$30,758.00	\$52,168.04	\$43,819.50
City/Township	\$37,996.00	\$78,522.22	\$65,862.64
School Ref-Voter	\$30,031.00	\$38,329.20	\$12,213.31
Other	\$0.00	\$25,198.06	\$41,088.81
HRA	\$738.00	\$1,978.48	\$1,661.74
Total	\$99,523.00	\$196,196.00	\$164,646.00
10% Abatement (City Portion)	\$3,799.60	\$7,852.22	\$6,586.26
90% Abatement (Developer Portion)	\$34,196.40	\$70,670.00	\$59,276.38
Abatement Amount (Not to Exceed)	\$304,000.00	\$304,000.00	\$304,000.00
Estimated Term of Abatement	8.89	4.30	5.13

State of Minnesota
Olmsted County

District Court
Third Judicial District

Court File Number: **55-CV-23-1143**

Case Type: Tax Court

FILE COPY

Notice of:

- | | |
|-------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> | Filing of Order |
| <input checked="" type="checkbox"/> | Entry of Judgment |
| <input type="checkbox"/> | Docketing of Judgment |

Byron 47 LLC vs County of Olmsted

You are hereby notified that the following occurred regarding the above-entitled matter:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | An Order was filed on April 10, 2023. |
| <input checked="" type="checkbox"/> | Judgment was entered on May 03, 2023. |
| <input type="checkbox"/> | You are notified that judgment was docketed on
at in the amount of \$. Costs and interest will accrue on this amount from
the date of entry until the judgment is satisfied in full. |

Dated: May 3, 2023

Hans Holland
Court Administrator
Olmsted County District Court
151 Southeast 4th Street, 4th Floor
Rochester MN 55904
507-722-7264

cc: JOHN CHARLES BEATTY
THOMAS MICHAEL CANAN

A true and correct copy of this Notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

August 2, 2023

Mr. Mac Hamilton
Mr. Chad Behnken
Byron 47 LLC
4057 28th Street NW, Suite 200
Rochester, MN 55901

Re: Bryon 47 LLC v. County of Olmsted
Property Address: 1151 4th Street NE, Byron MN 55920
Court File No.: 55-CV-23-1143
Our File No.: 524820-221921

Dear Mac and Chad,


You, as owners and agents for Byron 47 LLC, retained our firm to provide you legal services in connection with the 2022 valuation and assessment of your property identified above. In coordination with the Olmsted County Assessor's office and the Olmsted County Attorney, we assisted in the preparation of a friendly filing and stipulation, resulting in a properly adjusted value of the subject property for 2022.

This was the path Olmsted County recommended in order to properly establish a corrected value for this property. At no time have we represented you in connection with any *contested* protest relative to the subject property and its related property taxes. The stipulated, adjusted valuation of your property was agreed upon and approved by the County, and all assorted paperwork was quickly filed by both parties.

The formal court matter was resolved, and effectively dismissed, on May 3, 2023. There is currently no pending appeal or protest related to the valuation and taxation of the Byron 47 LLC property.

This concludes our representation of you. Thank you again for your business and feel free to reach out for any of your legal needs.

Sincerely,


John C. Beatty
JCB/hss
Encl.

30 Third Street SE, Suite 400
Rochester, MN 55904

507.288.9111

info@dunlaplaw.com

TAX ABATEMENT AND GRANT AGREEMENT

BY AND AMONG

THE CITY OF BYRON, MINNESOTA

AND

BYRON 47 LLC

THIS DOCUMENT WAS DRAFTED BY:

Taft Stettinius & Hollister LLP (MLI)

2200 IDS Center

80 South Eighth Street

Minneapolis, MN 55402

TABLE OF CONTENTS

Page

ARTICLE I	DEFINITIONS	1
Section 1.1	Definitions	1
ARTICLE II	REPRESENTATIONS AND WARRANTIES	3
Section 2.1	Representations and Warranties of the City	3
Section 2.2	Representations and Warranties of the Company	3
ARTICLE III	UNDERTAKINGS BY COMPANY AND CITY	4
Section 3.1	Construction of Project; Reimbursement of Tax Abatement Property Cost; Legal and Administrative Expenses	4
Section 3.2	Limitations on Undertaking of the City Regarding Tax Abatement	5
Section 3.3	Damage and Destruction	5
Section 3.4	Change in Use of Project	5
Section 3.5	Transfer of the Project and Assignment of Agreement	5
Section 3.6	Real Property Taxes	6
Section 3.7	Action to Reduce Real Property Taxes	6
Section 3.8	[Reserved]	6
Section 3.9	Duration of Abatement Program	6
Section 3.10	Other Limitations Regarding Tax Abatement	6
Section 3.11	Grant	7
Section 3.12	Limitations on Undertaking of the City Regarding the Grant	7
ARTICLE IV	EVENTS OF DEFAULT	7
Section 4.1	Events of Default Defined	7
Section 4.2	Remedies on Default	8
Section 4.3	No Remedy Exclusive	8
Section 4.4	No Implied Waiver	8
Section 4.5	Agreement to Pay Attorney's Fees and Expenses	8
Section 4.6	Release and Indemnification Covenants	9
ARTICLE V	ADDITIONAL PROVISIONS	9
Section 5.1	Conflicts of Interest	9
Section 5.2	Titles of Articles and Sections	9
Section 5.3	Notices and Demands	10
Section 5.4	Counterparts	10
Section 5.5	Law Governing	10
Section 5.6	Duration	10
Section 5.7	Provisions Surviving Rescission or Expiration	10
EXHIBIT A	LEGAL DESCRIPTION	A-1

TAX ABATEMENT AND GRANT AGREEMENT

THIS TAX ABATEMENT AND GRANT AGREEMENT (this "Agreement"), made as of Feb 11, 2020 (the "Effective Date"), by and between the City of Byron, Minnesota, a political subdivision of the State of Minnesota (the "City"), and Byron 47 LLC, a Minnesota limited liability company (the "Company"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City has established a Tax Abatement Program; and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein) and the fulfillment of this Agreement: are vital and are in the best interests of the City; will result in the preservation and enhancement of the tax base; will provide employment opportunities; and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section I.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Abatement and Grant Agreement, as the same may be from time to time modified, amended or supplemented;

Benefit Date means the earlier of the date the Project is completed or the date that the Project is placed in service;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Byron, Minnesota;

Company means Byron 47 LLC, a Minnesota limited liability company, its successors and assigns;

County means Olmsted County, Minnesota;

Event of Default means any of the events described in Section 4.1;

Grant means the grant of \$195,149 which the City will provide to the Company, as described in Section 3.9;

Legal and Administrative Expenses means the fees or expenses incurred by the City in connection with the preparation of this Agreement and the establishment of the Tax Abatement Program;

Project means the construction by the Company of an approximately 47-unit multifamily housing facility located on the Tax Abatement Property;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Program means the actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement Property means the property described on Exhibit A;

Tax Abatements means (i) for the first five (5) years of the Tax Abatement Program, beginning with real estate taxes payable in 2023 through 2027, 90% of the City's share of real estate taxes on the Tax Abatement Property, and (ii) for the last five (5) years of the Tax Abatement Program, beginning with real estate taxes payable in 2028 through 2032, 70% of the City's share of real estate taxes on the Tax Abatement Property, all abated in accordance with the Tax Abatement Program, which shall not exceed in the aggregate \$304,000;

Term means the period in which this Agreement shall remain in effect, commencing on the Effective Date and continuing until the earlier of (i) the date the Company receives the final payment of Tax Abatements totaling the Reimbursement Amount (as defined herein), or (ii) February 1, 2023, unless earlier terminated or rescinded in accordance with the terms contained herein; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, including strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly

results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section II.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a political subdivision and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To help finance the costs of the Project to be undertaken by the Company, the City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements and to provide the Grant to reimburse the Company for costs of the Project as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

Section II.2 Representations and Warranties of the Company. The Company makes the following representations and warranties:

(1) The Company has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its articles of organization, operating agreement, and any other governing document of similar import, or any local, state or federal laws.

(2) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Minnesota, is registered and in good standing with the State, and has the power to enter into this Agreement and carry out the covenants contained herein.

(3) The Company will cause the Project to be constructed in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(4) The Company will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) The construction of the Project would not be undertaken by the Company, and in the opinion of the Company would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Company provided for in this Agreement.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Company will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(8) The Company will cooperate fully with the City in the resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The construction of the Project shall commence no later than December 1, 2020 and barring Unavoidable Delays, will be substantially completed by July 1, 2022.

ARTICLE III

UNDERTAKINGS BY COMPANY AND CITY

Section III.1 Construction of Project; Reimbursement of Tax Abatement Property Cost; Legal and Administrative Expenses.

(1) The Company agrees that, barring Unavoidable Delays, it will substantially complete the Project by July 1, 2022, in accordance with the terms of this Agreement and in compliance with all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations). The Company will obtain or cause to be obtained, in a timely manner (subject to factors outside the control of Company), all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. The Company will, at all times prior to the termination of this Agreement, operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

(2) Upon submission to the City of invoices relating to the cost of the construction of the Project in an amount not less than \$304,000 (the "Reimbursement Amount"), the City shall reimburse the Company for such costs pursuant to the Abatement Program as provided in Section 3.9.

(3) The Company agrees to construct Class A Buffering and Screening along the contiguous lot lines of the Tax Abatement Property, pursuant to Byron City Code Chapter 152.100. The Company shall submit designs and renderings for approval by the City, and shall otherwise cooperate with the City in the construction of such buffer.

(4) The Company agrees to include in the bidding process for the construction of the Project businesses that maintain their principal place of business within Olmsted County.

(5) The Company agrees to become a member of the Byron Area Chamber of Commerce within 6 months of completion of the Project, and maintain an active membership with the Byron Area Chamber of Commerce for the Term of the Agreement.

Section III.2 Limitations on Undertaking of the City Regarding Tax Abatement. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Company, under this Agreement, to reimburse the Company for a portion of the construction of the Project, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. Notwithstanding any other provisions of the Agreement, the City shall have no obligation to the Company under this Agreement to reimburse the Company for the construction of the Project in an amount greater than \$304,000.

Section III.3 Damage and Destruction. In the event of damage or destruction of the Project that (i) the Company chooses not to repair or rebuild, or (ii) the Company does not commence and diligently pursue such repair or rebuilding within one hundred eighty (180) days after such event of damage or destruction, the City may, with written notice to Company, terminate this Agreement and discontinue such Tax Abatement Program for the Project.

Section III.4 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Company, or any successors or assigns of Company approved by the City as set forth in Section 3.5 below, during the Term.

Section III.5 Transfer of the Project and Assignment of Agreement. The Company represents and agrees that prior to the expiration or earlier termination of this Agreement the Company shall not assign this Agreement in conjunction with a transfer of the Project or any part thereof or any interest therein, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Company.

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have

expressly assumed all of the obligations of the Company under this Agreement and agreed to be subject to all the conditions and restrictions to which the Company is subject.

The City shall provide the Company with written approval or denial within thirty (30) days of the Company's request therefor. In the event of a transfer of the Project to a transferee approved by the City, the Company shall be released from liability hereunder after the date of such transfer, and the City shall look solely to such transferee to fulfill the obligation of the Company hereunder.

Section III.6 Real Property Taxes. The Company shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Tax Abatement Property owned by it which are payable pursuant to any statutory or contractual duty that shall accrue until title to the property is vested in another person. The Company agrees that for tax assessments so long as this Agreement remains in effect:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Company or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Tax Abatement Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Tax Abatement Property determined by any tax official to be applicable to the Project or the Company or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Tax Abatement Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax; and

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the ad valorem property taxation of the Tax Abatement Property so long as this Agreement remains in effect.

Section III.7 Action to Reduce Real Property Taxes. The Company may not seek 1, through petition or other means to have the market value for the Tax Abatement Property as determined by the County Assessor reduced for so long as this Agreement remains outstanding.

Section III.8 [Reserved]

Section III.9 Duration of Abatement Program. The Tax Abatement Program shall exist for a period of up to ten (10) years beginning with real estate taxes payable in 2023 through 2032. On or before February 1 and August 1 of each year commencing August 1, 2023 until the earlier of the date that the Company shall have received the Reimbursement Amount or February 2033 the City shall pay the Company the amount of the Tax Abatements received by the City in

the previous six month period, subject to the provisions of Section 3.1(2) and Section 3.10. The City may terminate the Tax Abatement Program and this Agreement at an earlier date if an Event of Default occurs and the City rescinds or cancels this Agreement as more fully set forth in Article IV herein.

Section III.10 Other Limitations Regarding Tax Abatement. The pledge of Tax Abatements is subject to all the terms and conditions of the resolution approving the abatement approved by the City Council of the City on February 11, 2020. The City makes no warranties or representations as to the amount of the Tax Abatements. Any estimates of Tax Abatements amounts prepared by the City or the City's financial consultants are for the benefit of the City only, and the Company is not entitled to rely on such estimates.

The Company further acknowledges that the total property tax abatements payable by the City in any year may not exceed the greater of \$200,000 or ten percent of the City's levy for that year (such limit referred to as the "Abatement Volume Cap"), all pursuant to Section 469.1813, subdivision 8 of the Tax Abatement Act. The City does not warrant or represent that the Tax Abatements in the amounts pledged under this Agreement will be within the City's Abatement Volume Cap.

Section III.11 Grant. The City shall provide the Grant upon completion of the Project, submission by the Company of paid invoices of construction costs of the Project (other than invoices provided under Section 3.1) in the amount of not less than \$195,149, and the issuance of a certificate of occupancy by the Building Official of the City for the Project.

Section III.12 Limitations on Undertaking of the City Regarding the Grant. Notwithstanding the provisions of Section 3.11, the City shall have no obligation to the Company, under this Agreement, to make the Grant to the Company, if the City, at the time the Grant is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured. Notwithstanding any other provisions of the Agreement, the City shall have no obligation to the Company under this Agreement to make the Grant to the Company in an amount greater than \$195,149.

ARTICLE IV

EVENTS OF DEFAULT

Section IV.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Company to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.

(2) Failure by the Company to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure by the Company to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The Company shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Company, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Company, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Company, and shall not be discharged within sixty (60) days after such appointment, or if the Company, shall consent to or acquiesce in such appointment.

Section IV.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Company citing with specificity the item or items of default and notifying the Company that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section IV.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section IV.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section IV.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section IV.6 Release and Indemnification Covenants.

(1) The Company releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City, and its governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Company agrees to protect and defend the City, and its governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, such, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Company under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Company or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and

obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE V

ADDITIONAL PROVISIONS

Section V.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Company or successor or on any obligations under the terms of this Agreement.

Section V.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section V.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Company, is addressed to or delivered personally to:

Byron 47 LLC
4057 28th Street NW, Suite 200
Rochester, MN 55901
Attn: _____, Chairman/CEO

- (2) in the case of the City, is addressed to or delivered personally to the City at:

City of Byron
680 Byron Main Court NE
Byron, MN 55920-1637

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section V.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.


Section V.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section V.6 Duration. This Agreement shall remain in effect through the Term, unless earlier terminated or rescinded in accordance with its terms.

Section V.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Company has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

BYRON 47 LLC

By 

Its: Vice President

By _____

Its: Secretary/Treasurer

THE CITY OF BYRON

By 

Its Mayor

By 

Its: Administrator

This is a signature page to the Tax Abatement and Grant Agreement dated as of Feb 11, 2020, by and between the City of Byron, Minnesota, and Byron 47 LLC.

EXHIBIT A

LEGAL DESCRIPTION

Lot 4, Block 2 of Byron Towne Square 4th Addition, County of Olmsted, State of Minnesota.

PID: 75.33.11.075421

State of Minnesota
Olmsted County

District Court
Third Judicial District

Court File Number: **55-CV-23-1143**

Case Type: Tax Court

FILE COPY

Notice of:

- | | |
|-------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> | Filing of Order |
| <input checked="" type="checkbox"/> | Entry of Judgment |
| <input type="checkbox"/> | Docketing of Judgment |

Byron 47 LLC vs County of Olmsted

You are hereby notified that the following occurred regarding the above-entitled matter:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | An Order was filed on April 10, 2023. |
| <input checked="" type="checkbox"/> | Judgment was entered on May 03, 2023. |
| <input type="checkbox"/> | You are notified that judgment was docketed on
at in the amount of \$. Costs and interest will accrue on this amount from
the date of entry until the judgment is satisfied in full. |

Dated: May 3, 2023

Hans Holland
Court Administrator
Olmsted County District Court
151 Southeast 4th Street, 4th Floor
Rochester MN 55904
507-722-7264

cc: JOHN CHARLES BEATTY
THOMAS MICHAEL CANAN

A true and correct copy of this Notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: BEDA

Introduction: Byron Community Marketing

Request for Action:

Background /Justification: The Byron Community Marketing Group would like the City Council to consider the attached Community Branding proposal. The city would begin with Phase 1. Additional phases could be added at a later date if deemed necessary.

The EDA has \$10,000 in their 2023 budget for special projects. This amount could be applied to the branding project. Any remaining amount would be payable in 2024. This also could be found in the City Council special projects line items. Money has been earmarked in the 2024 budget for ongoing branding expenses.

This initiative is part of Byron Strategic Plan "Creating a Community Marketing Plan". The EDA did not discuss this item at the August meeting as they did not have a quorum. However, to get on Blue Space's scheduling calendar for Oct we do need a decision in September.

Blue Space has Byron tentatively on their schedule pending Council approval for October 1 with completion on Feb 1 2024.

Fiscal Impact: \$15,750

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:
[Community Branding.pdf](#)

city of
Byron
minnesota

Please note, this document contains proprietary content, and in no way, shape or form is to be shared with any persons beyond the intended audience. Please be aware in the event that this content is distributed beyond its intended means, bluespace creative will seek full legal counsel. If you have received this file unintentionally, please contact bluespace creative immediately at info@bluespacecreative.com or by phone at 866.860.BLUE (2583).



prepared for Byron, Minnesota, by:

bluespace creative[®]

✦ imagination ✦ image ✦ impact

Founded in 1998 and incorporated in 2003, bluespace creative operates as a full-service brand communications agency, placing our primary focus on brand strategy and experience management. Representing clients ranging from the Fortune 50 to the regional start-up in more than 35 states and nine countries, bluespace has grown to do so from 100% word-of-mouth alone. The success of our work continues to be our driver and passion as we brand people, places, products, services, and entire cities.

PROPOSAL OVERVIEW: *A unique, cohesive brand platform will help differentiate the City of Byron in the region, and create a visual language to further capture audience mindshare. The following pages contain community branding phase proposals to help establish the foundation of the Byron, Minnesota brand.*



RELATED WORK : COMMUNITY BRANDING INITIATIVES

Throughout the years, bluespace creative has been involved in a multitude of community re-branding initiatives. The following is a sample of communities we've re-branded:

- Forest City, Iowa
- Independence, Iowa
- Norfolk, Nebraska
- Sac City, Iowa

Additionally, bluespace has developed identities and/or various key brand elements for:

- Audubon, Iowa County Economic Development
- Carroll, Iowa County Conservation
- Carroll, Iowa County Courthouse
- Crawford County, Iowa Courthouse
- Crawford County, Iowa Historical Society
- Crawford County, Iowa Sheriff's Office
- Decatur County, Iowa Development Corp.
- Des Moines, Iowa County Recorder
- Ida County, Iowa Economic Development
- Iowa Workforce Development
- North Central Iowa
- Region XII Council of Governments
- Southwest Iowa Planning Council
- Western Iowa Advantage
- Ackley, Iowa
- Breda, Iowa
- Charter Oak, Iowa
- Creston, Iowa
- Denison, Iowa
- Dow City, Iowa
- Ida Grove, Iowa
- Lake View, Iowa
- Manning, Iowa
- Missouri Valley, Iowa
- Odebolt, Iowa
- Plainview, Nebraska
- Templeton, Iowa

BRANDING : THE BLUESPACE WAY

At bluespace our comprehensive approach to the brand development process includes the following key stages;

Discovery Content and research gathering through surveys, community stakeholder outreach, perception studies, onsite visit(s), and various other brand audit methods

Strategy Strategic development of the bluespace blueprint utilizing the quantitative and qualitative collected data

Action Creation of the brand foundational media platforms and other support materials

Launch Implementation of the proposed blueprint strategy and various brand platforms

Follow-up Analyzing results, addressing new challenges & honing the brand message through additional needed platforms

PROJECT SCOPE : BYRON CITY BRANDING

This initial phase includes the essential brand assessment and strategy (bluespace blueprint), which outlines the community's strengths and opportunities as a brand. The strategy proposes the encompassing brand message and the key actions to support the brand from various "touchpoints" within the community.

PHASE 1: BRAND DISCOVERY

Brand Assessment and Strategy (bluespace blueprint)

\$15,750

The intention of this project is to provide the City of Byron and bluespace creative with a brand assessment and strategic recommendations for the future of the community's brand. Through client collaboration and team strategy exercises, the blueprint will focus on the following areas:

- Research (brand audit, immersive research, competitive analysis, interviews, surveys)
- Assessment (research and situation analysis)
- Strategy (messaging and marketing recommendations)

Upon completion of the strategy, the City of Byron will be presented with a printed blueprint report, and a PDF/digital presentation outlining findings and recommendations for the Byron brand.

PHASE 1 TOTAL \$15,750

***NOTE:** Should the city request additional work beyond the above, it will be performed at the bluespace creative reduced rate of \$125/hr.

Approved by (bluespace creative, inc.)

Date

Approved by (City of Byron, MN)

Date



PROJECT SCOPE : BYRON CITY BRANDING

Once the city approves the creative direction provided in the blueprint, and if needed, Phase 2: Brand Foundation establishes the core pieces which provide a framework for building and maintaining the brand throughout the community.

***NOTE:** The pricing listed below is provided for reference purpose only. Should bluespace creative be selected to perform any of the following or additional work, the City of Byron will be provided with a formal proposal of the services requested prior to beginning development.

PHASE 2: BRAND FOUNDATION

Positioning Statement / Tagline Development **\$1,250 - \$1,875**
City to be provided with (5) unique tagline options, and (1) round of revisions

Logo Development / Identity System **\$3,000 - \$3,500**
City to be provided with (3) unique identity system options and, (1) round of revisions

Brand Standards / Communication Guidelines **\$6,875 - \$8,125**

The creation of a brand standards guide that provides usage standards to maintain consistency in identity across all communications will strengthen and protect Byron's investment in brand development. Potential inclusions are:

- Defining the brand, what the community of Byron stands for
- Brand communication standards (the voice of Byron, how to - and how not to - write or speak about the Byron brand)
- Positioning statement usage
- Logo usage (various orientations, minimum size, negative space, etc)
- Font styles (supporting font families & usage)
- Brand/community colors palette (primary & secondary colors)
- Community design elements
- Photography/design styles
- Electronic media guidelines

Social Channel Artwork / Setup (Facebook, Instagram) **\$375 - \$562.50**
Creative development of a system of artwork to be used across social media channels. Also includes establishing/procuring social media channels where needed.

Social Channel Launch Campaign Creative **\$750 - \$875**
City to be provided with campaign theme/directions (based on the approved brand essence), a series of (6-8) social post graphics/content to be utilized on the developed social channels during the initial phases of the brand launch. Should the need arise, the city will be provided with (1) round of revisions.

City Sitemap & Website ***\$5,000 - \$12,000**

PHASE 2 ESTIMATED TOTAL \$17,250.00 - \$26,937.50

PROJECT SCOPE : BYRON CITY BRANDING

There is no magic formula or “standard package” for building an effective brand. The scope of supporting elements and tools needed may change based on the community’s brand challenges, opportunities, and brand persona. The list below provides elements common to many community branding initiatives, but we believe we can effectively plan this stage after the brand blueprint is complete and with great sensitivity to the community’s budget.

***NOTE:** *Should bluespace creative be selected to perform any of the following or additional work, the City of Byron will be provided with a formal proposal of the services requested prior to beginning development.*

PHASE 3: BRAND SUPPORT

Visitors / Tourism Guide	*
Tourism Support Kit	*
Economic Development Kit	*
Community Brochures	*
Brand Launch Campaign (ads, media releases, eBlasts, social, videos, etc.)	*
Community / City Signage (entrance, informational, wayfinding, etc.)	*
Community / City Vehicle Graphics (police, medical, maintenance, etc.)	*
Promotional Video / Photography	*
Misc. Support Materials (stationery collateral, email signatures, pole banners, etc.)	*

THX. If you have additional questions or concerns regarding the community branding proposal, please feel to reach out to us by email at info@bluespacecreative.com or by phone at 866.860.BLUE (2583).

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Byron Towne Square Agreement

Request for Action:

Background /Justification: See Agreements.

Fiscal Impact:

Staff Recommendation:

Preparer: Al Roder

ATTACHMENTS:

[Byron_Explanation.docx \(1\).pdf](#)
[Amendment_to_September_DERC](#)

Byron Explanation:

A Developer used to own roughly 50 acres in Byron, MN. While the Developer owned all this property, he recorded two agreements (called Declarations) that reserved various access rights and building restrictions over this large portion of property.

When the Developer sold this property to various buyers, these access rights and restrictions remained connected to the property. So, the Declarations are still enforceable by the owners of these parcels.

These Declarations can each be changed by the owners of at least 65% of all the property affected by that Declaration. In other words, these Declarations can be changed without the consent of all owners who own property identified in the Declarations.

This presents a few issues. Just to list a few examples, these Declarations could be changed to

- (1) create an association that will charge fees and assessments to each property,
- (2) determine what the property may or may not be used for (i.e., grocery store, church, etc.), or
- (3) grant easements on the property that allows others the right to enter/use the property in some way.

We are looking to amend the two Declarations so that the Declarations cannot be amended without the consent of KC DT III LLC.

One of the Declarations (recorded September 26, 2005) has one additional issue that we would like to fix with an amendment as listed below:

- Section C Paragraph 1 could be interpreted in two different ways. We want to re-word this sentence to say that the minimum lot size is 25,000 square feet and that no building can be constructed on a lot that is smaller than the minimum lot size. The way it is currently written could be interpreted to restrict the size of the building. This issue was fixed in the second Declaration, so it does not need to be addressed there.

**AMENDMENT TWO TO DECLARATION OF
EASEMENTS AND RESTRICTIVE COVENANTS**

THIS AMENDMENT TWO TO DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (“Amendment”) is entered into as of _____, 2023, by **Randy Fogelson** and **Tamara Fogelson** (individually and collectively “Fogelson”), _____ (“____”), _____ (“____”), and _____ (“____”) (individually and collectively the “Party” or the “Parties”).

WHEREAS, that Declaration of Easements and Restrictive Covenants dated September 14, 2005, recorded September 26, 2005, as Document No. A-1077079 in the Office of County Recorder in Olmstead County, Minnesota, as amended by that Amendment One to Declaration of Easements and Restrictive Covenants dated November 30, 2005, recorded as Document No. A-1084763 (“Declaration”), was entered into by the Declarant (defined in the Declaration) creating certain easements and restrictions benefiting and burdening the real property located in Olmsted County, Minnesota, legally described on **Exhibit A** (“Property”); and

WHEREAS, Fogelson, whose address is 1249 7th NE, Byron, Minnesota 55920, is the owner of the real property legally described on **Exhibit B** attached hereto and made a part hereof (“Fogelson Property”), which consists of _____ square feet; and

WHEREAS, _____, whose address is _____, is the owner of the real property legally described on **Exhibit C** attached hereto and made a part hereof (“_____ Property”), which consists of _____ square feet; and

WHEREAS, _____, whose address is _____, is the owner of the real property legally described on **Exhibit D** attached hereto and made a part hereof (“_____ Property”), which consists of _____ square feet; and

WHEREAS, _____, whose address is _____, is the owner of the real property legally described on **Exhibit E** attached hereto and made a part hereof (“_____ Property”), which consists of _____ square feet; and

WHEREAS, Fogelson wishes to sell to KC DT IV LLC, a Delaware limited liability company, (“KC”) that portion of the Fogelson Property legally described as “Lot 1, Block 1, Byron Towne Square Fifth Addition, in the City of Byron, Olmsted County, Minnesota” (“KC Property”), and KC is unwilling to purchase the KC Property unless the Declaration is amended as provided herein; and

WHEREAS, the Parties hereto constitute sixty-five percent (65%) or more of the total square feet of the Property encumbered by the Declaration; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as modified herein, the Declaration shall remain in full force and effect.
2. Section C.1 is deleted in its entirety and replaced with the following: “**Minimum Lot Size**. The minimum lot size for any portion of the Property shall be 25,000 square feet. No building or other structure may be constructed, erected or installed on a parcel of land that is smaller than the minimum lot size. Nothing contained herein shall prohibit KC from constructing a 10,500-square-foot building on the KC Property.”
3. Section C.16 is deleted in its entirety and replaced with the following: “Amendment or Modification. This Declaration and any of the rights, licenses and easements created hereby may be terminated or amended only by an instrument duly executed by all the Parties then owning the Property, and said instrument is recorded in the real estate records of Olmsted County, Minnesota.”
4. The Declaration, collectively with the Amendment, is a covenant running with the land and is binding upon the and inures to the benefit of the Property and the respective owners, transferees, successors and assigns. This Amendment shall be governed by Minnesota law.

(Signatures on following pages)

Signature Pages and Lender Approvals – To be added

EXHIBIT A

(Property)

The real property located in Olmstead County, Minnesota, legally described as follows:

Parcel 1 (Fee Owner: Darrel A. Farr Development Corp.)

Lots 1, 2, 3, 4 and 5, Block 1, Bryon Towne Square Third Addition

Parcel 2 (Fee Owner: Darrel A. Farr Development Corp.)

Lots 1 and 2, Block 2, Byron Towne Square

Parcel 3 (Fee Owner: Shoppes at BTS, LLC)

Lots 1 and 2, Block 1, Byron Towne Square Second Addition

Parcel 4 (Fee Owner: Farr Holdings, LLC)

Lot 1, Block 2, Byron Towne Square Second Addition

LESS THE FOLLOWING DESCRIBED PROPERTY:

Lots 2 and 3, Block 2, Byron Towne Square Fourth Addition, Olmstead County, Minnesota

EXHIBIT B

(Fogelson Property)

Lot 1, Block 1, Byron Towne Square Fifth Addition, in the City of Byron, Olmsted County, Minnesota.

and

EXHIBIT C

(_____ Property)

EXHIBIT D

(_____ Property)

EXHIBIT E

(_____ Property)

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Outdoor Warning Siren MOU

Request for Action: Approve MOU

Background /Justification: Currently the City has 4 outdoor warning sirens in place as shown on the attached coverage map. Olmsted County has been operating and maintaining these sirens for many years. Historically the City has purchased and installed these sirens with Olmsted County operating and providing routine maintenance. While this has worked up to this point, Olmsted County EMS and I have discussed the need for a more formal agreement. This agreement will maintain Olmsted County Emergency Management as the operator and provider of routine maintenance while the City is responsible for major overhaul and replacement of sirens. This simply formalizes the current understanding for these units.

Fiscal Impact: n/a

Staff Recommendation: Approve attached MOU

Preparer: Al Roder

ATTACHMENTS:

[Olmsted-Byron Siren Agreement 08-28-2023 \(1\).docx](#)
[SnipImage \(1\).JPG](#)

CITY OF BYRON
OLMSTED COUNTY
OUTDOOR WARNING SIREN JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT is between the CITY OF BYRON, a Minnesota municipal corporation (“City”), and OLMSTED COUNTY, MINNESOTA, (“County”), both of which are empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10.

WHEREAS, Olmsted County Homeland Security and Emergency Management (“HSEM”) formally operate sirens for the City as a duty in the Olmsted County Office of Emergency Management; and,

WHEREAS, Minn. Stat. §12.03, subd. 4 states that the duties of an emergency management jurisdiction includes the capability to provide warning services; and,

WHEREAS, outdoor warning siren systems are a warning service designed to alert the public of hazardous conditions; and,

WHEREAS, the City purchased in whole or in part those outdoor warning sirens listed in Appendix A (Outdoor Warning Siren Inventory) attached hereto; and,

WHEREAS, the County HSEM maintains the capability to monitor weather through a dual method of weather radar and visual spotters strategically placed throughout Olmsted County. It possesses the ability to alert the public by operation of the outdoor warning siren system; and,

WHEREAS, the City and County wish to reach an understanding as to the activation, testing and maintenance of the outdoor warning siren system and enter into this Joint Powers Agreement in order to do so.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

A. DUTIES AND RESPONSIBILITIES OF THE CITY:

1. Purchase and coordinate with the County to install outdoor warning sirens and/or voice modulators via an authorized Federal Signal Regional retailer and installer within the City of Byron based on certified sound study results.
2. With the County, develop a method to test siren reliability and then conduct City activated tests of the sirens within the Byron city limits in accordance with the schedule set forth in Appendix B below.

3. Cooperatively develop and establish with the County a warning siren policy including, but not limited to, siren activation trigger points, siren maintenance, public notifications and related subjects. The Policy may not be modified or changed without the advanced written approval of both parties.
4. Outdoor warning siren ownership has been established per Appendix A (Outdoor Warning Siren Inventory) attached hereto. Should any of the City's sirens need repair beyond the scope of the preventative maintenance agreement with a Federal Signal Authorized Service Center, or replacement, the City shall have sole financial responsibility for the repairs or replacement of its sirens. Scheduling for repairs and/or replacements of outdoor warning sirens will be coordinated jointly between City and County.

B. DUTIES AND RESPONSIBILITIES OF THE COUNTY:

1. Provide regular and ongoing preventative maintenance of the countywide outdoor warning siren system via a maintenance agreement with a Federal Signal Authorized Service Center. A current copy of the maintenance agreement will be provided to the City of Byron.
2. Act as the primary site of outdoor warning siren activation during hazardous weather conditions or other emergencies deemed appropriate by City and County HSEM staff.
3. Monitor current and predicted weather conditions to maintain situational awareness of hazardous weather conditions.
4. Maintain a weather radar system which can detect wind rotation, hail, high winds and other conditions of hazardous weather.
5. Work cooperatively with the Amateur Radio Emergency Services network to provide Skywarn net visual spotters. Coordinate and conduct annual Skywarn Spotter training with the National Weather Service La Crosse office.
6. Maintain and coordinate a system of public safety spotters to provide a visual warning system.
7. With the City develop a method to test siren reliability and conduct a County activated test in all areas of the County in accordance with the schedule in Appendix B below.

9. Siren Activation

Siren activation will occur upon information from National Weather Service, trained public safety spotter or trained amateur radio spotter operating through the Olmsted County Skywarn Network of:

- a. Winds 70 MPH or greater
- b. Radar Detected Funnel Cloud
- c. Spotted Funnel Cloud
- d. Hail that is 2 inches in diameter or larger

10. Outdoor warning siren ownership has been established per Appendix A (Outdoor Warning Siren Inventory) attached hereto. Should any of the County's sirens need repair beyond the scope of the preventative maintenance agreement with a Federal Signal Authorized Service Center, or replacement, the County shall have sole financial responsibility for the repairs or replacement of its sirens.

C. TERMS OF AGREEMENT:

1. This agreement shall be reviewed by the City and County (its Emergency Management Director), in its entirety, at least once every 3 years from the date of signing. Recognition of advanced technology solutions and software systems should be considered that better serve the citizens of Olmsted County and the City of Byron. Should any substantial language changes be recommended by either party, a new agreement shall be drafted, reviewed and signed by representatives from the City and County that have the authority to do so.
2. Termination by Mutual Consent - This agreement shall be effective on the date it is signed by both parties and shall remain in effect until terminated. The agreement may be terminated by mutual written agreement of the parties.
3. Termination Upon Breach - In the alternative, this agreement may be terminated by one party following material breach of the agreement by the other party, upon 1) written notice of material breach of the terms of the agreement by the other party and 90 days to cure the breach, and if the breach is not cured within that period of time, 2) mediation between the parties to attempt to resolve their differences as set forth in Section C4 below.
4. Mediation Procedure – In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement,

and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Either party to the dispute may give written notice to the other party of its intent to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of intent to mediate the dispute, any party may apply to any organization or person agreed to by the parties in writing, for appointment of a mediator.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at mediation.

D. REPRESENTATIVES AND NOTICES:

1. City's authorized representative for the purposes of administration of this contract is Al Roder, City of Byron City Administrator, 680 Byron Main Ct NE, Byron, MN, 55920, telephone: 507-775-3400.
2. County's authorized representative for the purposes of administration of this contract is Jonathan Jacobson, Director of Homeland Security and Emergency Management, 1421 Third Avenue S.E., Rochester, MN, 55904, telephone: 507-328-6101.
3. All notices and correspondence, which may be necessary or proper for either party to accomplish the purposes of this Agreement, shall be addressed to the parties' authorized representatives listed above, or their successors in office.

E. MISCELLANEOUS PROVISIONS:

1. The City possesses title to those warning sirens listed in Appendix A (Outdoor Warning Siren Inventory) attached hereto, but agrees that it will rely on the County to be the primary operator of these sirens as described in Sections B1, B2 and B9 above, while this agreement in remains in effect. If this Agreement is terminated, the City will retain sole ownership of those warning sirens and become solely

responsible for their maintenance, repair, replacement, and testing.

2. City and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.
3. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
4. The person(s) who sign this agreement hereby certify(ies) that he/she/they have been delegated authority to do so from the City or the County as required by applicable laws, home rule charter, articles, by-laws, resolutions, or ordinances.
5. This Agreement constitutes the entire agreement between the parties as to those matters contained therein and supersedes any prior agreements between the parties relative to the matters contained herein. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
6. By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein. Both parties wish to avoid any delays associated with a legal challenge to any of the terms of this Agreement. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waive any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

IN WITNESSETH WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2023.

CITY OF BYRON

OLMSTED COUNTY

By _____
Its Mayor

By _____
Its Chairperson of the
County Board

Attest _____
Its City Clerk

By _____
Its County Administrator

Approved as to Form:

City Attorney

Approved as to Form:

County Attorney

APPENDIX A

OUTDOOR WARNING SIREN INVENTORY

Siren No.	Location	Location (Ownership)
1	10th Ave NE & 2nd St NE	Rochester
2	Woodridge Ln NE & Summit St. NE	Rochester/Olmsted County
3	36th Ave NE & Viola Rd NE	Rochester/Olmsted County
4	10th Ave SE & 1st St SE	Rochester
5	3rd Ave SE & 16th St SE	Rochester
6	50th Ave NW & Badger Hills Dr NW	Rochester
7	36th Ave SE & College View Rd SE	Rochester
8	11th Ave SE & 26th St SE	Rochester
9	Marion Rd SE & Kalhoun Ct SE	Rochester
10	6th St SW & Broadway Ave S	Rochester
11	16th St SW & Hwy 52 S	Rochester
12	23rd Ave SW & Gates Dr SW	Rochester
13	5th Ave SW & 23rd St SW	Rochester
14	10th Ave SW & 38th St SW	Rochester
15	Mayo Hills Dr SW & Abigail Ct SW	Rochester
16	Meadow Ridge Dr SW & Oakland Ct SW	Rochester Township
17	11th Ave NW & 10th St NW	Rochester
18	36th Ave NW & 6th St NW	Rochester
19	26th St NW & Hwy 52 N	Rochester
20	41st St NW & Hwy 52 N	Rochester
21	Fairway Dr NW & Chesapeake Ln NW	Rochester
22	13th Ave NW & 48th St NW	Rochester
23	37th St NW & Zumbro Dr NW	Rochester
24	16th Ave NW & 65th St NW	Cascade Township
25	6th Ave NW @ Central Lutheran	Rochester
26	Valley Dr NW & Country Club Manor NW	Rochester
27	7th St SW and 10th Ave SW	Rochester
28	11th Ave SE & 8th St SE	Rochester
29	14th St SE & 8th Ave SE	Rochester
30	Sunset Terrace Elementary School NW	Rochester
31	11th Ave SW & South Point Dr SW	Rochester
32	E Circle Dr NE & Viola Rd NE (CR 2 & CR 22)	Rochester
33	2nd Ave NW & 8th St NW	Rochester
34	Historic Dr SW & W Circle Dr SW	Rochester
35	25th Ave NW & 55th St NW	Rochester
36	St. Mary's Dr SW & Harvest Dr SW	Rochester/Olmsted County

37	37th St NW at Gage School	Rochester
38	Nicolas Dr NW & 55th St NW	Rochester
39	Zumbro Dr NW & 4th Ave NW	Rochester
40	Superior Dr NW & 26th St NW	Rochester
41	Mayo Field - East Center St.	Rochester
42	Marion Rd SE & 50th Ave SE (Mighty Oaks School)	Rochester
43	Helgerson Dr @ Rochester International Airport	Rochester
44	3rd Ave NE & 4th St NE	Byron
45	4th Ave NW near 7th St NW	Byron
46	Oxbow Park	Olmsted County
47	1st St NW & 1st Ave NW	Oronoco
48	7th St SW & 7th Ave SW	Oronoco
49	2nd St SE & 2nd Ave SE	Stewartville
50	4th St SE & Berg St SE	Stewartville
51	20th St NW & Cardinal Ln NW	Stewartville
52	5th St & Jefferson Ave W	Eyota
53	Chesterwoods Park	Olmsted County
54	Dover Fire Hall	Dover
55	New Haven Township Hall	New Haven Township
56	Weststone Dr & Canyon Dr	Eyota
57	3200 18th Ave NW	Rochester
58	Faud Mansour Sports Complex	Rochester
59	Cedar Dr SE & Cedar Point Rd SE	Oronoco
60	1325 Riverwood Dr SW	Oronoco
61	Bush Ct SW & Knowledge Rd	Eyota
62	Lionhart Dr NW & Lloyd St NW	Rochester
63	KOA Marion	Marion Township
64	Eyota Fire Hall	Eyota
65	6600 10th St SE (Chester)	Marion Township
66	Byron High School	Byron
67	Chatfield Elementary	Chatfield
68	5123 Scenic Oak Dr SW	Rochester
69	4390 Saint Bridget Rd SE	Rochester
70	3213 Harbor Heights Ct SE	Rochester
71	6380 Fairway Dr NW	Rochester
72	3977 Whiting Ln NE	Rochester
73	4327 Red Hawk Dr SE	Rochester
74	2061 Gemini Dr SW	Rochester
75	Oronoco Estates	Oronoco Township
76	1291 7th St NE	Byron
77	213 5th St	Chatfield
78	Juniper Rd	Chatfield

79	761 Burr Oak Ave	Chatfield
80	Prairie View Dr NE	Pine Island
81	420 3rd Ave NW	Pine Island
82	300 Main St	Pine Island
83	1900 8th St SE	Pine Island
84	10th St NW & 8th Ave NW	Pine Island
85	2872 Peterson Ln SE	Rochester
86	6th St SE & East Frontage Rd	Rochester
87	McQuillan Fields	Rochester
88	Bear Cave Park	Stewartville
89	Meadow Park	Rochester
90	Quarry Hill	Rochester
91	Pine Island Public Works	Pine Island
92	NOT USED CJ Auto Sales	New Haven Township
93	Pine Island Elementary	Pine Island
94	Pine Island South Mech - 1770 River Rd	Pine Island
95	Quarry Hill Shelter	Rochester
96	Essex Parkway & Roy Watson Park	Rochester
97	65th St NW & Bandel Rd NW	Rochester
98	Rochester EOC Virtual Server/Activation point	Rochester

APPENDIX B

1. Testing Schedule:

- a. The testing of the Outdoor Warning Siren System will be every Wednesday at 1000 hours, weather permitting.
- b. October 1 through March 31 (Winter schedule) will be a one-minute test on the first Wednesday of each month and a Quiet Test every Wednesday thereafter.
- c. April 1 through September 30 (Summer schedule) will consist of an actual 3-minute activation on the first Wednesday of each month and a Quiet Test every Wednesday thereafter.
- d. The Primary Activation Point will be tested weekly.
- e. The Alternative Activation Points will be tested once per month. The Alternative Activations points are; Olmsted County HSEM Director's vehicle, Olmsted County HSEM Deputy Director's vehicle, Rochester/Olmsted County Emergency Communications Center and City of Rochester EOC activation point.



Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Water & Wastewater Utilities

Introduction: Delinquent Utilities

Request for Action:

Background /Justification: Direct staff to proceed with City Code Chapter 50.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:
[2023 Memorandum - September.pdf](#)

Memorandum

TO: Mayor and City Council

FROM: Tiffany Grzanek

DATE: September 12, 2023

RE: Delinquent Utilities

<u>Account Number</u>	<u>Name</u>	<u>Address</u>	<u>Past Due Balance</u>
1683	SCOTT MILLER	640 2ND AVE NW	\$141.91
2017	MITCH SCHUNEMAN	115 3RD AVE NW	\$220.09
2118	GILBERT ZZIWA	809 3RD ST NW	\$210.74
2550	MEHMED & ALBINA CERIC	816 3RD ST NE	\$150.63
3205	NIGEL WAUPEKENAY	812 2ND ST NW	\$153.24
3300	SAMMIE KOPPENHAVER	224 9TH ST NE	\$280.40
3420	HEATHER WALTERS	313 2ND AVE NE	\$119.39
3636	ERIKA DEVINNY	304 8TH AVE NW	\$154.30

Per Byron City Ordinance Section 50, the next step is to **shut off** the above accounts on **Thursday, September 14 at 9:00am** if payment in full is not received. These residents have been notified as required by City Ordinance Section 50. No response has been made.

Requested Action

Motion approving the utility shut off as per City Ordinance Section 50 received.

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Personnel Committee Recommendation

Request for Action: Approval of recommendation(s)

Background /Justification: The organizational structure within the Public Works Department was previously modified to create 2 superintendent positions, one for Utilities and one for Maintenance. These positions have not been filled due to the Classification & Compensation study which has now been completed. Our collective bargaining agreement requires we post these positions internally prior to an open posting. Staff recommendations have been shared with the personnel committee who will be making their recommendation to the council at the council meeting.

Fiscal Impact: n/a

Staff Recommendation: Approve Personnel Committee Recommendation(s)

Preparer: Al Roder

ATTACHMENTS:

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Pending Litigation

Request for Action:

Background /Justification: Byron's attorney will be present to discuss litigation.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS:

Byron, MN Flag

**CITY OF BYRON,
MINNESOTA**

DATE: September 12, 2023

Originating Dept: Administration

Introduction: Pending Purchase

Request for Action:

Background /Justification: The city attorney will be present to discuss a potential purchase.

Fiscal Impact:

Staff Recommendation:

Preparer: Janna Monosmith

ATTACHMENTS: