CITY COUNCIL MEETING
TUESDAY JANUARY 13, 2026
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 an will be considered separately.
   - 4.a City Council Minutes - December 9, 2025
   - 4.b P&Z Minutes - November 5, 2025
   - 4.c Approval After Payment - $776,952.63
   - 4.d Warrant List - $124,534.29
   - 4.e Planning Commission New Member Appointment
   - 4.f Planning Commissioner Term Renewal
   - 4.g 2026 Liquor License Renewals
   - 4.h Business Subsidy Agreement
   - 4.i Wastewater Treatment Plant Pretreatment Improvements Pay Request 3 Final - Magney Construction, Inc $56,902.00

5) COMMUNICATIONS, REPORTS AND PETITION
   - 5.a Incident and Calls for Byron
   - 5.b Byron Community Newsletter - December
   - 5.c Conflict of Interest Form

6) PUBLIC HEARING - **N/A**

7) RESOLUTIONS
   - 7.a Resolution 2026-01 - 2026 Fee Schedule
   - 7.b Resolution 2026-02 - Accepting a Donation to the First Responders
   - 7.c Resolution 2026-03 - Accepting a Donation - Pickleball Courts
   - 7.d Resolution 2026-04 - 2026 Appointments
   - 7.e Resolution 2026-05 - Increasing the Water and Sewer Rate Schedule
   - 7.f Resolution 2026-06 Resolution Approving Signatories for Bank Accounts and Allowing Facsimile Signature for Certain Signatures
   - 7.g Resolution 2026-07 - Rezone Request - Byron Towne Square Lot 2, Block 4

8) UNFINISHED BUSINESS - *N/A*

9) NEW BUSINESS
   - 9.a Approve the Plans and Authorize the Ad for Bids - Byron Pool Repairs
   - 9.b Delinquent Utilities

10) 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."

11) COMMITTEE BOARD REPORTS/OPEN DISCUSSION

12) ADJOURN

AGENDA ITEM NO. 4.a

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: City Council Minutes - December 9, 2025

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:
12-09-25 Council Minutes.pdf

BYRON CITY COUNCIL MEETING
TUESDAY, DECEMBER 9, 2025
6:00 PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE, BYRON MN 55920

1) **CALL TO ORDER** – Mayor Glassmaker called the meeting to order at 6:00pm on Tuesday, December 9, 2025.

Members Present: Daryl Glassmaker, Justin Blom, Dan Even

Members Absent: Steven Cook, Dan Mesenburg

Also Present: Gretta Becay, Deputy Jeremy Boucher, Matt Grant, Nick Boddicker, Lisa Jessen, Public Works Director Tom Ricke, City Administrator Al Roder

2) **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was recited by all.

3) **APPROVE AGENDA** – Member Even with the motion to approve the agenda, seconded by Member Blom. Motion carried unanimously.

4) **APPROVE CONSENT AGENDA** – Member Blom with the motion to approve the consent agenda, seconded by Member Even. Motion carried unanimously.
   4.a. City Council Minutes - November 12, 2025
   4.b. Approval After Payment - $156,422.58
   4.c. Warrant List - $436,861.59
   4.d. 2026 Tobacco License Renewals
   4.e. 2026 Refuse Hauler Renewals
   4.f. Massage License Renewal
   4.g. 2026 Township Contracts - Fire and First Responder Services
   4.h. First Responders Appointment
   4.i. 2025 Street and Utility Improvements Pay Request 7 - Snow Contracting, LLC - $87,932.32
   4.j. BCRC Trail Loop Pay Request 2 - Snow Contracting, LLC - $4,338.56
   4.k. 2026 Meeting Calendar

5) **COMMUNICATIONS, REPORTS AND PETITION**
   5.a. **Truth in Taxation Presentation for 2026 Taxes Payable** – Roder provided a presentation for the Truth in Taxation. It was clarified that we are looking at a flat tax rate of 60.08 to help continue to pay cash for projects.
   5.b. **Incidents and Calls for Byron** – Deputy Boucher stated 248 calls for service and of those 62% self-initiated activities. No new major concerns.
   5.c. **Byron Community Newsletter – November**

6) **PUBLIC HEARING –** Member Even with the motion to open the public hearing at 6:11pm, seconded by Member Blom. Motion carried unanimously.
   6.a. **Nuisance Abatement Public Hearing** – Roder explained this nuisance abatement located at 713 3rd Ave NE which includes junk vehicles, debris and a zoning violation with a storage shed in the front yard.
   Mayor Glassmaker called for Public Comments three times.
   Member Even asked if there are any hardships involved. Roder clarified that he is not aware of any hardships or inability to resolve this issue.

Deputy Boucher clarified that he spoke with the gentleman a few days ago and stated he will be here tonight. It was mentioned that the resident stated he had a traumatic brain injury but didn't say how that affects him. Boucher mentioned to the Council that the resident is seeking legal action against Al and the city for harassment because of this. It is not anticipated receiving a response from him to work towards rectifying these issues.
Member Blom stated he can confirm the traumatic brain injury from the past.
Glassmaker stated he was hoping that the resident would show up and come up with steps to come to a resolution but has left the council stuck.
Roder explained that we are happy to have the city attorney work with his attorney to go through those channels, but Roder has not received any word of legal action. At this point, this is a required step in the process to remediate the nuisance.

Member Blom with the motion to close the public hearing at 6:15pm, seconded by Member Even. Motion carried unanimously.

7) **RESOLUTIONS**

7.a. **Resolution 2025-50 - Polling Place** – Member Blom with the motion to approve Resolution 2025-50 to set the polling place, seconded by Member Even. Motion carried unanimously.

7.b. **Resolution 2025-51 - Amending and Approving the Five-Year Annual contribution to SEMCAC - Rolling Hills Transit** – Roder explained this is an amended resolution based on a reduced annual contribution. Member Even with the motion to approve Resolution 2025-51 amending the annual contribution to Rolling Hills Transit, seconded by Member Even. Motion carried unanimously.

7.c. **Resolution 25-52 Approval of the 2026 Final Levy Collectible –** Member Even with the motion to approve Resolution 2025-52 for the approval of the 2026 Final Levy collectible, seconded by Member Blom. Motion carried unanimously.

7.d. **Resolution 2025-53 - Approving Certification of an Outstanding Utility Bill** – Roder explained this resolution allows the city to certify the outstanding utility bill to the county for collection with the property taxes. Member Even with the motion to approve Resolution 2025-53 to approve the certification of an outstanding utility bill, seconded by Member Blom. Motion carried unanimously.

7.e. **Resolution 2025-54 - Accepting Bids and Awarding Contract - 2025 Firehall Expansion and Renovation Project** – Roder explained this accepts the low bid of $1162000 for the expansion and awards the contract to Brennan Construction for the expansion and renovation of the fire hall. Member Even with the motion to approve Resolution 2025-54 to accept the bids and award the contract for the fire hall expansion, seconded by Member Blom. Motion carried unanimously.

8) **UNFINISHED BUSINESS**

8.a. **Nuisance Abatement - 713 3rd Ave NE** – Roder would ask for a motion from council to authorize staff to seek a court order to gain access to remediate the nuisance at 713 3rd Ave NE. Member Blom asked for a history on this situation again. Roder explained that there was a notice provided to the property owner on October 2, 2025 resulting in a storage shed being moved from the street to the driveway. Another notice was sent on November 5, 2025 notifying the property owner of the public hearing and to correct the nuisance, specifically the garbage in the front yard, the storage shed in the front yard and the junk vehicles located in the front yard. Member Blom asked if Al has received any response. Roder clarified that he has received no response to city hall from either notice. It was clarified that it started with a citizen complaint. It was a concern if we sent another notice to give the resident one more

chance, it would be considered harassment by the resident. It was explained this is the City's next step, and a court order is needed for the city to go on the property to resolve the issue. Member Even with the motion to authorize staff to obtain the court order to remediate the nuisance, seconded by Member Blom. Motion carried unanimously.

8.b. **Solar at the Wastewater Treatment Plant** – Roder explained how the city has preliminary approval subject to the Council is wanting to move forward with it for funding on the projects. This project is $96,000 and that was preliminary approved. Member Even with the motion to approve the solar at the Wastewater Treatment Plant, seconded by Member Blom. Motion carried unanimously.

8.c. **Solar at City Hall** – Even asked if we are able to do landscaping around the solar field. Roder explained that we can do certain plantings with the understanding that they need access to the solar panels and we are unable to plant trees that will ultimately block the sun. There will be some security that will be required to be put in to protect access to the panels. $126,000 proposal is for the panels located on the west side of city hall by the parking lot. Staff recommends placing the panels along the property line by the bank and running it out towards 10th Ave, which is going to be less expensive being closer to the panel. Member Blom with the motion to approve the solar at City Hall, seconded by Member Even. Motion carried unanimously.

9) **NEW BUSINESS**

9.a. **2026 Enterprise Fund Budget Approvals - Water, Sewer, Storm Water** – Roder explained this is approving the budgets for the water, sewer and storm sewer as presented. These are all enterprise funds so they are not apart of the taxing authority or tax levy. They are required by law to be self sufficient. Member Even with the motion to approve the 2026 enterprise fund budget for water, sewer and storm water, seconded by Member Blom. Motion carried unanimously.

9.b. **Fire and First Responder Merger** – Roder explained that staff has been discussing with fire and first responders for a while, the concept of a first responder pension. Through research and discussion, staff found that the only opportunity for the first responders to enter into any kind of pension is under the umbrella of fire relief. Roder commends the fire department and first responders for coming together to have the discussion, and they are ready to merge. Subject to council approval, they will have to rewrite the fire bylaws to accommodate the first responders. Matt Grant, Byron Fire Chief, clarified that it was focused around the pension. With discussions with first responders and fire department with merging, first responders will be eligible to receive pension through the fire relief. With the merger, there will still be two separate divisions. The bylaws currently allow up to 32 members, so they will need to raise that number to accommodate the 5 additional members. Member Even with the motion to approve the fire and first responders merger, seconded by Member Blom. Motion carried unanimously.

9.c. **Delinquent Utilities** – Member Even with the motion to approve the delinquent utilities, seconded by Member Blom. Motion carried unanimously.

10) **PUBLIC COMMENTS –** Mayor Glassmaker called for Public Comments three times.

11) **COMMITTEE BOARD REPORTS/OPEN DISCUSSION**

Lisa Jessen, school board member – tentative agreements with the PERAs and teachers, both settlements are within the budget parameters. Going to accept proposals for district wide facility assessments, which will take place during the summer and will be the start of long-term facility maintenance plan. They are starting to work on the revised budget in January.

Member Even – just finance committee.
Mayor Glassmaker – couple BRRRFest meetings, went through the schedule for this weekend. Attended a school facility meeting and the fire relief.
Member Blom – First responders meeting, D&I council meeting setting date for the next BrewBQ, September 12th. Open mic night Saturday at 8:00pm, tentative on participants.
Ricke – BRRRFest meetings and internal meetings scheduled for interviews for the Deputy Clerk Position.

12) **ADJOURN –** Member Even with the motion to adjourn the meeting at 6:43pm, seconded by Member Blom. Motion carried unanimously.

Daryl Glassmaker, Mayor

Al Roder, City Administrator

AGENDA ITEM NO. 4.b

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: P&Z Minutes - November 5, 2025

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:
P&Z Minutes - November 5, 2025.pdf

BYRON PLANNING BOARD MEETING
WEDNESDAY, NOVEMBER 5, 2025
6:00 PM CITY HALL COUNCIL CHAMBERS
680 BYRON MAIN COURT NE, BYRON MN 55920

1) **CALL TO ORDER** – Acting Chair Hohberger called the meeting to order at 6:00pm on Wedensday, November 5, 2025.

Members Present: Barbara Hohberger, Susie Dempsey, Tim Baudoin, Brian Frank, Kelli Luhmann

Members Absent: Tyler Even, Steven Cook

2) **APPROVE AGENDA** – Planning Director Luhmann requested to move item 7.a. before the Public Hearing. Motion made by Member Dempsey to approve the agenda with the recommended change, seconded by Member Baudoin. Motion Carried unanimously.

3) **APPROVE CONSENT AGENDA** – Member Dempsey with the motion to approve the consent agenda, seconded by Member Baudoin. Motion carried unanimously.
3.a. **P&Z Minutes - October 7, 2025**

4) **COMMUNICATIONS, REPORTS AND PETITION**
4.a. **City Council Minutes - September 9, 2025**
4.b. **Byron Community Newsletter - October**
4.c. **Monthly Budget**

7.a. **Concept Plan - Byron 2 Development Group** – Luhmann explain that there was a potential option for the developer regarding the rezone, so the request to move this up and discuss the concept plan with the commission first prior to discussing the rezone request. Attached is the concept plan provided by Byron 2 Development Group. Neil, a representative of the group, is present to discuss further regarding their concept plan. Luhmann explained how the concept plan includes a mix of potential uses including a multiuse building, senior living, hotel and cold storage units. It was explained that the group is open to suggestions and the plan is fluent depending on demand. This plan was reviewed by staff and engineering, with the main comment being the access off 10th Ave being an entrance into the subdivision and not an exit onto 10th Ave. The reason for this was due to the location of the drive land where the turn lane is on 10th Ave. Member Baudoin commented on how the development is a great idea. It was asked if all the trees were being removed, when the development group was formed and if the cell tower is staying Neil Cassidy, Byron 2 Development Group, stated that they are trying to keep as many trees as possible. The group was formed about 5 years ago and cell tower is not being removed. Member Baudoin with the motion to recommend to City Council to approve the concept plan, seconded by Member Dempsey. Motion carried unanimously.

5) **PUBLIC HEARING**
Member Dempsey with the motion to open the public hearing for the annexation request at 6:10pm, seconded by Member Baudoin. Motion carried unanimously.
5.a. **Annexation Request - 5.00 Acres** – Planning Director Luhmann explained how this part is not part of the Orderly Annexation Agreement. Kalmar Township has previously agreed to the annexation as if it was part of the Orderly Annexation Agreement. The guidelines to

follow are slightly different than if it was apart of the Agreement including it being an Annexation by Ordinance.

Acting Chair Hohberger called for public comments three times.

Member Dempsey with the Motion to close the public hearing at 6:11pm, seconded by Member Baudoin. Motion carried unanimously.

Member Frank with the motion to recommend to City Council to approve the Ordinance and Resolution for annexation of 5 acres, seconded by Member Baudoin. Motion carried unanimously.

Member Dempsey with the motion to open the public hearing for the rezone request at 6:14pm, seconded by Member Baudoin. Motion carried unanimously.

5.b. **Rezone Request - 414 10th Ave NE** – Planning Director Luhmann explained the development group requested to rezone the parcel to Commercial. The developer is looking to put a hotel in the development and while staff was looking into options for the hotel, one of the options was to rezone the parcel to a PUD-commercial which will allow for deviations from the standards in the district if they meet a certain criteria.

Acting Chair Hohberger called for public comments three times.

Member Dempsey with the motion to close the public hearing at 6:15pm, seconded by Member Baudoin. Motion carried unanimously.

Member Frank verified the staff favor in the proposed zoning. It was explained the PUD would allow for the potential of deviations if needed. Staff would make sure all the basis were covered if going that route.

Member Dempsey with the motion to recommend to City Council to rezone the property PUD-commercial, seconded by Member Baudoin. Motion carried unanimously.

Member Dempsey with the motion to open the public hearing for the Interim Use Permit at 1067 4th Street NE, Suite 600 at 6:19pm, seconded by Member Baudoin. Motion carried unanimously.

5.c. **Interim Use Permit - 1067 4th Street NE, Suite 600 –** Planning Director Luhmann explained the owners of Nine Hockey have leased the space in the Towne Square strip mall. The business is a hockey training facility which is defined as commercial recreation, indoor per our zoning code, which requires an Interim Use Permit in a commercial zone. Staff recommend approval of the Interim Use Permit with the conditions stated in the memo.

Acting Chair Hohberger called for public comments three times.

Member Baudoin with the motion to close the public hearing at 6:23pm, seconded by Member Dempsey. Motion carried unanimously.

Member Baudoin clarified the parking restrictions.

Rachel Peterson, Nine Hockey co-owner, spoke to clarify the parking. They intend to have all parking in the lot, but predicts during tournaments on the weekends they may be an overlap with people coming and going that may result in parking on the street for a brief period. Planning Director clarified that staff will work with the owner on solutions if an issue arises.

Member Dempsey with the motion to recommend to City Council to approve the Interim Use Permit to operate a hockey training facility at 1067 4th Street NE, Suite 600 with the conditions proposed, seconded by Member Baudoin. Motion carried unanimously.

Member Dempsey with the motion to open the public hearing for the Interim Use Permit at 1200 4th Street NE at 6:29pm, seconded by Member Baudoin. Motion carried unanimously.

5.d. **Interim Use Permit - 1200 4th Street NE** – Planning Director Luhmann explained that Nate Shroeder has applied for an Interim Use Permit located at 1200 4th Street NE to operate a mixed use recreation and family entertainment facility. This is defined as Commercial Recreation Indoor per our Zoning Code which requires an Interim Use Permit in a commercial zone. The request also includes an interim use permit to reduce the number of

parking stalls required for their use. With the ratio provided by the application as well the land availability to increase the parking lot if a parking issue arises, staff recommends approval of the Interim Use Permit with the conditions stated in the memo.

Acting Chair Hohberger called for public comments three times.

Member Baudoin with the motion to close the public hearing at 6:34pm, seconded by Member Dempsey. Motion carried unanimously.

Member Dempsey clarified there were not safety issues with the proposed parking entrance near 12th Ave. Luhmann clarified that the entrance does meet engineering standards.

Member Dempsey with the motion to recommend to City Council to approve the Interim Use Permit to operate a mix use recreation and family entertainment facility located at 1200 4th Street NE with the conditions proposed, seconded by Member Baudoin. Motion carried unanimously.

Member Baudoin with the motion to open the public hearing for the Interim Use Permit at 11 2nd Ave SW at 6:37pm, seconded by Member Dempsey. Motion carried unanimously.

5.e. **Interim Use Permit - 11 2nd Ave SW-** Planning Director Luhmann explained that an interim use permit was approved last month for a vehicle dealership at the same location. There is no statute or city ordinance that prohibits more than one interim use permit at the same location. This dealership is renting the space from the owner and plans to have 10-15 cars in the lot. There is an agreement with this applicant and the previous applicant to help control the parking for the lot. Staff recommends approval of the Interim Use Permit with the conditions stated in the memo.

Acting Chair Hohberger called for public comments three times

Member Frank with the motion to close the public hearing at 6:39pm, seconded by Member Dempsey. Motion carried unanimously.

Member Baudoin with the motion to recommend to City Council to approve the Interim Use Permit to vehicle dealership located at 11 2nd Ave SW with the conditions proposed, seconded by Member Dempsey. Motion carried unanimously

6) **UNFINISHED BUSINESS -** ***N/A***

7) **NEW BUSINESS**

8) **PUBLIC COMMENTS** – Acting Chair Hohberger called for public comments three times.

9) **ADJOURN** – Member Dempsey with the motion to adjourn the meeting at 6:42pm, seconded by Member Baudoin. Motion carried unanimously.

AGENDA ITEM NO. 4.c

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Approval After Payment - $776,952.63

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:
Approval After Payment - $776,952.63

BANK CODE: GEN CHECK DATE: 12/23/2025 INVOICE PAY DATE FROM 12/23/2025 TO 12/23/2025

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
12/23/2025	GEN	51506	101770	A-Z EMBROIDERY&SCREENPRINTING	35.00	0.00	35.00	1
12/23/2025	GEN	51507	129	BAHR ELECTRIC	556.05	0.00	556.05	1
12/23/2025	GEN	51508	100750	BAUSMAN, JOHN	149.97	0.00	149.97	1
12/23/2025	GEN	51509	102136	BERGERSON-CASWELL INC	5,500.00	0.00	5,500.00	1
12/23/2025	GEN	51510	102370	BOLTON & MENK, INC.	4,088.50	0.00	4,088.50	1
12/23/2025	GEN	51511	102350	BREKKE, MATT	574.94	0.00	574.94	1
12/23/2025	GEN	51512	102334	CATALIS PWE	5,830.00	0.00	5,830.00	1
12/23/2025	GEN	51513	232	CONSOLIDATED ENERGY COMPANY	1,561.00	0.00	1,561.00	2
12/23/2025	GEN	51514	100611	CUSTOM ALARM	657.21	0.00	657.21	1
12/23/2025	GEN	51515	102419	DAIRYLAND POWER COOPERATIVE	886.73	0.00	886.73	1
12/23/2025	GEN	51516	101848	DESTINATION BUILDING CENTER	534.69	0.00	534.69	4
12/23/2025	GEN	51517	102418	DILIGENT CORPORATION	10,550.00	0.00	10,550.00	1
12/23/2025	GEN	51518	100907	DODGE COUNTY ENVIRONMENTAL	270.00	0.00	270.00	3
12/23/2025	GEN	51519	102063	DODGE COUNTY INDEPENDENT	210.00	0.00	210.00	1
12/23/2025	GEN	51520	9071	EARL F ANDERSEN, INC	1,760.35	0.00	1,760.35	3
12/23/2025	GEN	51521	343	EARLS SMALL ENGINE REPAIR	721.41	0.00	721.41	6
12/23/2025	GEN	51522	101933	FARRELL EQUIPMENT & SUPPLY	659.97	0.00	659.97	2
12/23/2025	GEN	51523	100493	GOPHER SEPTIC SERVICE, INC.	2,538.90	0.00	2,538.90	2
12/23/2025	GEN	51524	58	HAWKINS, INC	3,323.56	0.00	3,323.56	3
12/23/2025	GEN	51525	102068	HEIMAN FIRE EQUIPMENT	65.71	0.00	65.71	1
12/23/2025	GEN	51526	102241	HUNT ELECTRIC CORPORATION	585.00	0.00	585.00	1
12/23/2025	GEN	51527	102164	JOHN DEERE FINANCIAL	320.94	0.00	320.94	2
12/23/2025	GEN	51528	101036	JORGENSON, DOYLE	194.95	0.00	194.95	1
12/23/2025	GEN	51529	9170	KASSON HARDWARE HANK	304.24	0.00	304.24	7
12/23/2025	GEN	51530	101881	LUHMANN, KELLI	216.86	0.00	216.86	1
12/23/2025	GEN	51531	101002	METROPOLITAN MECHANICAL CONTRACTORS	5,389.38	0.00	5,389.38	5
12/23/2025	GEN	51532	432	MISSISSIPPI WELDERS SUPPLY CO	350.19	0.00	350.19	1
12/23/2025	GEN	51533	101791	MSFDA	290.00	0.00	290.00	1
12/23/2025	GEN	51534	231	NAPA AUTO PARTS	158.43	0.00	158.43	1
12/23/2025	GEN	51535	100384	OLMSTED COUNTY	1,128.59	0.00	1,128.59	2
12/23/2025	GEN	51536	204	OLMSTED MEDICAL CENTER	148.00	0.00	148.00	1
12/23/2025	GEN	51537	33	PAULS LOCK & KEY SHOP	310.00	0.00	310.00	2
12/23/2025	GEN	51538	102420	PROLINE DISTRIBUTING, INC.	7.76	0.00	7.76	1
12/23/2025	GEN	51539	102197	PVS TECHNOLOGIES INC.	6,654.12	0.00	6,654.12	1
12/23/2025	GEN	51540	9290	RDO EQUIPMENT CO.	926.10	0.00	926.10	1
12/23/2025	GEN	51541	102320	ROAD MACHINERY & SUPPLIES CO.	4,100.00	0.00	4,100.00	1
12/23/2025	GEN	51542	102265	RODER, ALBERT	112.00	0.00	112.00	1
12/23/2025	GEN	51543	102074	SANCO EQUIPMENT LLC	1,254.30	0.00	1,254.30	1
12/23/2025	GEN	51544	100673	SE MINNESOTA EMS	8.00	0.00	8.00	1
12/23/2025	GEN	51545	254	UC LABORATORY	2,601.21	0.00	2,601.21	2
12/23/2025	GEN	51546	102346	USA BLUEBOOK	488.62	0.00	488.62	1
12/23/2025	GEN	51547	196	WHKS	47,321.40	0.00	47,321.40	9

Num Checks: 42 Num Stubs: 0 Num Invoices: 81 Total Amount: 113,344.08

BANK CODE: GEN CHECK DATE: 12/23/2025 INVOICE PAY DATE FROM 12/23/2025 TO 12/23/2025

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
12/23/2025	GEN	601131(E)	102050	AMERICAN LEGAL PUBLISHING CORP	553.65	0.00	553.65	2
12/23/2025	GEN	601132(E)	102347	AWS SERVICE CENTER	680.20	0.00	680.20	1
12/23/2025	GEN	601133(E)	100703	CHARTER COMMUNICATIONS	40.31	0.00	40.31	1
12/23/2025	GEN	601134(E)	56	CULLIGAN	31.35	0.00	31.35	1
12/23/2025	GEN	601135(E)	101829	INNOVATIVE OFFICE SOLUTIONS	28.99	0.00	28.99	1
12/23/2025	GEN	601136(E)	102181	INVOICE CLOUD	3,108.90	0.00	3,108.90	2
12/23/2025	GEN	601137(E)	102121	METRONET	909.98	0.00	909.98	1
12/23/2025	GEN	601138(E)	138	MINNESOTA ENERGY RESOURCES CO.	1,682.47	0.00	1,682.47	1
12/23/2025	GEN	601139(E)	102187	MN DEPARTMENT OF REVENUE	803.00	0.00	803.00	1
12/23/2025	GEN	601140(E)	102232	NORHTERN TOOL & EQUIPMENT	464.44	0.00	464.44	2
12/23/2025	GEN	601141(E)	137	PEOPLE'S ENERGY COOPERATIVE	7,533.64	0.00	7,533.64	2
12/23/2025	GEN	601142(E)	102224	PITNEY BOWES	500.00	0.00	500.00	1
12/23/2025	GEN	601143(E)	100936	US BANK	612,800.00	0.00	612,800.00	2
12/23/2025	GEN	601144(E)	102156	US BANK CORP PYMNT SYSTEM	3,474.63	192.40	3,282.23	20##
12/23/2025	GEN	601145(E)	9150	VERIZON WIRELESS	256.77	0.00	256.77	1
12/23/2025	GEN	601146(E)	101013	WEX BANK	2,032.98	0.00	2,032.98	1
12/23/2025	GEN	601147(E)	102283	WEX HEALTH	38.50	0.00	38.50	1
12/23/2025	GEN	601148(E)	100340	XCEL ENERGY	12,983.14	0.00	12,983.14	1

Num Checks: 18 Num Stubs: 0 Num Invoices: 42 Total Amount: 647,730.55

Denotes that check has vendor credit applied.

BANK CODE: GEN CHECK DATE: 12/11/2025 INVOICE PAY DATE FROM 12/11/2025 TO 12/11/2025

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
12/11/2025	GEN	51505	102231	FLASHING THUNDER FIREWORKS	2,000.00	0.00	2,000.00	1

Num Checks: 1 Num Stubs: 0 Num Invoices: 1 Total Amount: 2,000.00

BANK CODE: GEN CHECK DATE: 12/29/2025 INVOICE PAY DATE FROM 12/29/2025 TO 12/29/2025

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
12/29/2025	GEN	51548	102421	SOLAR CONNECTION	13,878.00	0.00	13,878.00	2

Num Checks: 1 Num Stubs: 0 Num Invoices: 2 Total Amount: 13,878.00

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51505					
101-41310-40405	FLASHING THUNDER FIREWORKS	CITY OF BYRON'S PORTION OF FIREWORK COSTS	1023	12/11/25	2,000.00
		Total For Check 51505			2,000.00
Check 51506					
101-45200-40211	A-Z EMBROIDERY&SCREENPRINTING	EMBROIDERY OF SAFETY JACKETS JOHN.LANCE TIM	21706	12/23/25	35.00
		Total For Check 51506			35.00
Check 51507					
603-49450-40400	BAHR ELECTRIC	INSTALLATION OF LED LIGHTS AT THE WWTP & WE	102920	12/23/25	556.05
		Total For Check 51507			556.05
Check 51508					
101-45200-40211	BAUSMAN, JOHN	3 SWEATSHIRTS - JOHNS CLOTHING ALLOWANCE	122225	12/23/25	149.97
		Total For Check 51508			149.97
Check 51509					
601-49400-50581	BERGERSON-CASWELL INC	PARTIAL INVOICE - WELL #3 INSPECTION	35114	12/23/25	5,500.00
		Total For Check 51509			5,500.00
Check 51510					
409-42210-50510	BOLTON & MENK, INC.	BYRON FIRE HALL RENOVATON/EXPANSION	0381382	12/23/25	4,088.50
		Total For Check 51510			4,088.50
Check 51511					
101-43123-40211	BREKKE, MATT	STAFF CLOTHING ORDER REIMBURSEMENT	122225	12/23/25	104.99
101-45200-40211	BREKKE, MATT	STAFF CLOTHING ORDER REIMBURSEMENT	122225	12/23/25	169.98
601-49400-40211	BREKKE, MATT	STAFF CLOTHING ORDER REIMBURSEMENT	122225	12/23/25	149.99
603-49450-40211	BREKKE, MATT	STAFF CLOTHING ORDER REIMBURSEMENT	122225	12/23/25	149.98
		Total For Check 51511			574.94
Check 51512					
101-41320-40405	CATALIS PWE	2025/2026 CONTENT MANAGEMENT SYSTEM - SAAS	INV308363531	12/23/25	1,639.82
101-41940-40300	CATALIS PWE	2025/2026 CONTENT MANAGEMENT SYSTEM - SAAS	INV308363531	12/23/25	4,190.18
		Total For Check 51512			5,830.00
Check 51513					
101-43123-40211	CONSOLIDATED ENERGY COMPANY	FUEL TANK #2 - GASOLINE	3735623	12/23/25	239.37
101-43125-40211	CONSOLIDATED ENERGY COMPANY	FUEL TANK - DIESEL TANK	3735625	12/23/25	821.63
601-49400-40211	CONSOLIDATED ENERGY COMPANY	FUEL TANK #2 - GASOLINE	3735623	12/23/25	250.00
603-49450-40211	CONSOLIDATED ENERGY COMPANY	FUEL TANK #2 - GASOLINE	3735623	12/23/25	250.00
		Total For Check 51513			1,561.00
Check 51514					
101-41940-40300	CUSTOM ALARM	2026 ALARM MONITORING - CITY HALL & BCRC	626610	12/23/25	657.21
		Total For Check 51514			657.21
Check 51515					
601-49400-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILLING MAILING	N6323	12/23/25	400.00
603-49450-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILLING MAILING	N6323	12/23/25	486.73
		Total For Check 51515			886.73
Check 51516					
603-49450-40221	DESTINATION BUILDING CENTER	TREATED 4X4-8' & SCREWS	2511-295230	12/23/25	25.99
603-49450-40400	DESTINATION BUILDING CENTER	4X4-8' TREATED AG & 2X6-8' TREATED AG-METHA	2511-295012	12/23/25	52.51
603-49450-40400	DESTINATION BUILDING CENTER	CLEAR DAP, JM R11 15"X40' FF 50SQFT, & 4X8-	2511-295591	12/23/25	104.5-
603-49450-40400	DESTINATION BUILDING CENTER	LUMBER & MISC SUPPLIES-METHANE BOX	2511-296047	12/23/25	351.6

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51516					
		Total For Check 51516			534.69
Check 51517					
401-41310-50510	DILIGENT CORPORATION	LIVESTREAM MANAGER PRO & DILIGENT COMMUNITY	INV504462	12/23/25	10,550.00
		Total For Check 51517			10,550.00
Check 51518					
101-43123-40418	DODGE COUNTY ENVIRONMENTAL	STREET SWEEPINGS	00244210	12/23/25	40.00
101-43123-40418	DODGE COUNTY ENVIRONMENTAL	COMPOST - LEAVES	00244914	12/23/25	80.00
101-43123-40418	DODGE COUNTY ENVIRONMENTAL	STREET SWEEPINGS	00244564	12/23/25	150.00
		Total For Check 51518			270.00
Check 51519					
101-41940-40300	DODGE COUNTY INDEPENDENT	MAINTENANCE OPERATOR AD RAN ON 9/11 DCI	19832	12/23/25	210.00
		Total For Check 51519			210.00
Check 51520					
101-43123-40221	EARL F ANDERSEN, INC	STREET SIGNS SAFTEY	0141594-IN	12/23/25	975.35
101-43123-40400	EARL F ANDERSEN, INC	GALVANIZED CHANNEL POSTS FOR STREET SIGNS	0141585-IN	12/23/25	673.25
101-43123-40418	EARL F ANDERSEN, INC	STREET NAME SIGN EAST VILLAGE 5TH	0141703-IN	12/23/25	111.75
		Total For Check 51520			1,760.35
Check 51521					
101-45200-40211	EARLS SMALL ENGINE REPAIR	CHAINSAW CHAINS	33RS91	12/23/25	97.98
101-45200-40221	EARLS SMALL ENGINE REPAIR	REPLACEMENT SAWS	12925	12/23/25	419.98
101-45200-40400	EARLS SMALL ENGINE REPAIR	AIR FILTERS	1222025	12/23/25	31.02
101-45200-40400	EARLS SMALL ENGINE REPAIR	BACKPACK BLOWER	121625	12/23/25	36.47
101-45200-40400	EARLS SMALL ENGINE REPAIR	BACKPACK BLOWER	12162025	12/23/25	80.97
603-49450-40221	EARLS SMALL ENGINE REPAIR	WWTP SNOWBLOWER REAPIR	121125	12/23/25	54.99
		Total For Check 51521			721.41
Check 51522					
101-43123-40221	FARRELL EQUIPMENT & SUPPLY	MAGNESIUM ASPHALT / SQUARE POINT SHOVEL / T	283397	12/23/25	504.97
101-43123-40221	FARRELL EQUIPMENT & SUPPLY	34PC. COMBINATION WRENCH SET	283399	12/23/25	155.00
		Total For Check 51522			659.97
Check 51523					
603-49450-40300	GOPHER SEPTIC SERVICE, INC.	ORNUA SEPTAGE CLEANOUT	55910	12/23/25	1,260.00
603-49450-40300	GOPHER SEPTIC SERVICE, INC.	ORNUA SEPTAGE CLEANOUT	55193	12/23/25	1,278.90
		Total For Check 51523			2,538.90
Check 51524					
101-45124-40211	HAWKINS, INC	CHLORINE CYLINDER POOL	7280980	12/23/25	10.00
601-49400-40211	HAWKINS, INC	CHLORINE CYLINDERS	7280979	12/23/25	50.00
601-49400-40211	HAWKINS, INC	CHLORINE CYLINDER & HYDROFLUOSILICIC ACID	7276516	12/23/25	3,263.56
		Total For Check 51524			3,323.56
Check 51525					
101-42210-40221	HEIMAN FIRE EQUIPMENT	DEX RESCUE GLOVES	0949448-IN	12/23/25	65.71
		Total For Check 51525			65.71
Check 51526					
101-42210-40211	HUNT ELECTRIC CORPORATION	ANNUAL GENERATOR MAINTENANCE - FIRE	25110344	12/23/25	585.00
		Total For Check 51526			585.00
Check 51527					

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51527					
101-43125-40400	JOHN DEERE FINANCIAL	COUPLINGS, COUPLER, AND GREASE - SINGLE STA	IK45159	12/23/25	305.70
101-45200-40400	JOHN DEERE FINANCIAL	WIDE AREA - ENGINE AIR CLEANER	IK45188	12/23/25	15.24
		Total For Check 51527			320.94
Check 51528					
601-49400-40211	JORGENSON, DOYLE	CLOTHING ALLOWANCE 2025 - WORK PANTS JORGEN	12152025	12/23/25	97.47
603-49450-40211	JORGENSON, DOYLE	CLOTHING ALLOWANCE 2025 - WORK PANTS JORGEN	12152025	12/23/25	97.48
		Total For Check 51528			194.95
Check 51529					
101-43123-40211	KASSON HARDWARE HANK	MISC FASTNER	333169	12/23/25	1.59
101-43123-40211	KASSON HARDWARE HANK	NUMBERS FOR MAILBOXES - 3RD AVE NW	333131	12/23/25	38.91
101-43123-40211	KASSON HARDWARE HANK	MISC. SUPPLIES	332979	12/23/25	50.29
601-49400-40221	KASSON HARDWARE HANK	WELL #2 OUTLET COVER PLATES	333161	12/23/25	27.15
603-49450-40221	KASSON HARDWARE HANK	CLARIFIER HEATER LAMPS - WWTP	333291	12/23/25	22.96
603-49450-40221	KASSON HARDWARE HANK	WINTER SUPPLIES - WWTP	333201	12/23/25	135.78
603-49450-40400	KASSON HARDWARE HANK	METHANE INSULATION BOX	333224	12/23/25	27.56
		Total For Check 51529			304.24
Check 51530					
101-41910-40311	LUHMANN, KELLI	MILEAGE REIMBURSEMENT (7/1/25 - 12/31/25)	7//25 - 12/31/25	12/23/25	216.86
		Total For Check 51530			216.86
Check 51531					
101-41940-40300	METROPOLITAN MECHANICAL CONTRACTORS	BOILER CHECKS @ CITY HALL	10031510	12/23/25	345.00
101-43123-40400	METROPOLITAN MECHANICAL CONTRACTORS	PM REPAIRS SERVICE HEATERS SHOPS	10031645	12/23/25	200.00
603-49450-40400	METROPOLITAN MECHANICAL CONTRACTORS	MAU REPAIRS - WWTP	10031512	12/23/25	335.00
603-49450-40400	METROPOLITAN MECHANICAL CONTRACTORS	REPAIRS FOUND ON PREVENTATIVE MAINTENANCE -	10031511	12/23/25	858.41
603-49450-40400	METROPOLITAN MECHANICAL CONTRACTORS	PURCHASE AND INSTALL A MIXING VALVE - CITY	10031509	12/23/25	3,650.97
		Total For Check 51531			5,389.38
Check 51532					
101-43123-40221	MISSISSIPPI WELDERS SUPPLY CO	WELDER/TORCH SUPPLIES	4719080	12/23/25	350.19
		Total For Check 51532			350.19
Check 51533					
101-42210-40207	MSFDA	2026 MSFDA MEMBERSHIP DUES - MATT GRANT	2026	12/23/25	290.00
		Total For Check 51533			290.00
Check 51534					
101-43125-40400	NAPA AUTO PARTS	OIL FOR THE HYDRAULICS ON THE SINGLE STAR	512764	12/23/25	158.43
		Total For Check 51534			158.43
Check 51535					
101-41320-40211	OLMSTED COUNTY	MAILING OF THE 2026 TRUTH IN TAXATION NOTIC	ASSE-153792	12/23/25	558.66
101-42110-40309	OLMSTED COUNTY	TRIALS COURT - OLMSTED	0010053578	12/23/25	569.93
		Total For Check 51535			1,128.59
Check 51536					
601-49400-40300	OLMSTED MEDICAL CENTER	EMPLOYEE ALCOHOL & DRUG SCREENING	11282025	12/23/25	148.00
		Total For Check 51536			148.00
Check 51537					
101-42210-40211	PAULS LOCK & KEY SHOP	BYRON FIRE STATION DOOR LOCK REPAIRS	100826	12/23/25	149.00
603-49450-40400	PAULS LOCK & KEY SHOP	WWTP PRIMARY BUILDING RE-KEY	100825	12/23/25	161.0

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51537					
		Total For Check 51537			310.00
Check 51538					
101-43123-40211	PROLINE DISTRIBUTING, INC.	COTTER PIN & TORCH STRICKER SHOP SUPPLIES	3026594	12/23/25	7.76
		Total For Check 51538			7.76
Check 51539					
603-49450-40211	PVS TECHNOLOGIES INC.	FERRIC CHLORIDE SOLUTION	391123	12/23/25	6,654.12
		Total For Check 51539			6,654.12
Check 51540					
101-43123-40400	RDO EQUIPMENT CO.	MILLER PARTS	P6012202	12/23/25	926.10
		Total For Check 51540			926.10
Check 51541					
101-43125-40418	ROAD MACHINERY & SUPPLIES CO.	WHEEL LOADER RENTAL	RA8061-001	12/23/25	4,100.00
		Total For Check 51541			4,100.00
Check 51542					
101-41320-40311	RODER, ALBERT	MILEAGE REIMBURSEMENT MN GO VISIONING WORKS	12925	12/23/25	112.00
		Total For Check 51542			112.00
Check 51543					
603-49450-40400	SANCO EQUIPMENT LLC	WWTP BOBCAT REPAIRS	SW2019431-1	12/23/25	1,254.30
		Total For Check 51543			1,254.30
Check 51544					
101-42210-40211	SE MINNESOTA EMS	ID BADGE	13635	12/23/25	8.00
		Total For Check 51544			8.00
Check 51545					
601-49400-40300	UC LABORATORY	WATER SAMPLES	126187	12/23/25	145.88
603-49450-40300	UC LABORATORY	SEWER SAMPLES	126112	12/23/25	2,455.33
		Total For Check 51545			2,601.21
Check 51546					
603-49450-40400	USA BLUEBOOK	DIVERSIFIED ELECTRONICS DUPLEX	INV00906765	12/23/25	488.62
		Total For Check 51546			488.62
Check 51547					
101-42600-40300	WHKS	BYRON EAST SIDE MASTER CONCEPT PLAN	56405	12/23/25	895.24
101-42600-40300	WHKS	PROFESSIONAL ENGINEERING SERVICES	56390	12/23/25	2,094.00
401-43100-50581-25-001	WHKS	2025 STREET & UTILITY IMPROVEMENTS - BYRON	56357	12/23/25	9,191.28
401-43100-50581-26-001	WHKS	10TH AVE & 4TH ST NE ROUNDABOUT	56400	12/23/25	24,490.00
401-45000-50581	WHKS	BCRC BIKE TRAIL	56402	12/23/25	327.40
401-45000-50581-25-002	WHKS	BYRON PICKLBALL COURTS	56404	12/23/25	1,039.88
603-49450-40300-23-004	WHKS	WWTP PRETREATMENT IMP DESIGN DEVELOPMENT -	56292	12/23/25	598.40
716-49000-40300	WHKS	EAST VILLAGE 5TH CONSTRUCTION OBSERVATION	56403	12/23/25	71.78
719-49000-40300	WHKS	BEARWOOD ESTATES NORTH SUBDIVISON	56401	12/23/25	8,613.42
		Total For Check 51547			47,321.40
Check 51548					
101-41320-40405	SOLAR CONNECTION	INVERTER & PANEL PROCUREMENT - WWTP	9500004796	12/29/25	7,047.00
101-41320-40405	SOLAR CONNECTION	INVERTER & PANEL PROCUREMENT - CITY HALL	9500004797	12/29/25	6,831.00
		Total For Check 51548			13,878.00

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 601131					
101-41600-40300	AMERICAN LEGAL PUBLISHING CORP	2025 S-13 ONLINE CODE SUPPLEMENT PAGES	46623	12/23/25	52.65
101-41600-40300	AMERICAN LEGAL PUBLISHING CORP	2025 S-13 SUPPLEMENT PAGES	46433	12/23/25	501.00
		Total For Check 601131			553.65
Check 601132					
101-41940-40380	AWS SERVICE CENTER	MONTHLY GARBAGE REMOVAL	S1 493293-120125	12/23/25	402.91
101-42153-40380	AWS SERVICE CENTER	MONTHLY GARBAGE REMOVAL	S1 493293-120125	12/23/25	56.40
101-42210-40380	AWS SERVICE CENTER	MONTHLY GARBAGE REMOVAL	S1 493293-120125	12/23/25	56.39
603-49450-40380	AWS SERVICE CENTER	MONTHLY GARBAGE REMOVAL	S1 493293-120125	12/23/25	164.50
		Total For Check 601132			680.20
Check 601133					
101-42210-40211	CHARTER COMMUNICATIONS	FIRE TV	17546710112125	12/23/25	40.31
		Total For Check 601133			40.31
Check 601134					
101-43123-40211	CULLIGAN	SHOP WATER	611X02910207	12/23/25	31.35
		Total For Check 601134			31.35
Check 601135					
101-41320-40211	INNOVATIVE OFFICE SOLUTIONS	CITY HALL AND WATER/SEWER SUPPLIES	IN5017061	12/23/25	28.99
		Total For Check 601135			28.99
Check 601136					
601-49400-40300	INVOICE CLOUD	CHASE CC FEES	DECEMBER 2025	12/23/25	543.00
601-49400-40300	INVOICE CLOUD	NOVEMBER SERVICES	2514-2025_11	12/23/25	1,011.00
603-49450-40300	INVOICE CLOUD	CHASE CC FEES	DECEMBER 2025	12/23/25	543.45
603-49450-40300	INVOICE CLOUD	NOVEMBER SERVICES	2514-2025_11	12/23/25	1,011.45
		Total For Check 601136			3,108.90
Check 601137					
101-41940-40320	METRONET	INTERNET/PHONE	DEC 2025	12/23/25	806.53
101-42210-40320	METRONET	INTERNET/PHONE	DEC 2025	12/23/25	103.45
		Total For Check 601137			909.98
Check 601138					
101-41940-40380	MINNESOTA ENERGY RESOURCES CO.	GAS SERVICES	DECEMBER 2025	12/23/25	682.25
101-42153-40380	MINNESOTA ENERGY RESOURCES CO.	GAS SERVICES	DECEMBER 2025	12/23/25	52.80
101-42210-40380	MINNESOTA ENERGY RESOURCES CO.	GAS SERVICES	DECEMBER 2025	12/23/25	52.80
601-49400-40380	MINNESOTA ENERGY RESOURCES CO.	GAS SERVICES	DECEMBER 2025	12/23/25	18.98
603-49450-40380	MINNESOTA ENERGY RESOURCES CO.	GAS SERVICES	DECEMBER 2025	12/23/25	875.64
		Total For Check 601138			1,682.47
Check 601139					
601-00000-20901	MN DEPARTMENT OF REVENUE	SALES & USE TAX	NOVEMBER 2025	12/23/25	803.00
		Total For Check 601139			803.00
Check 601140					
101-43123-40221	NORHTERN TOOL & EQUIPMENT	HOSE REEL	54BBA8D6	12/23/25	56.99
101-43123-40221	NORHTERN TOOL & EQUIPMENT	MISC. SMALL TOOLS	406C7927	12/23/25	407.45
		Total For Check 601140			464.44
Check 601141					
101-41940-40380	PEOPLE'S ENERGY COOPERATIVE	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	1,099.91
101-43160-40380	PEOPLE'S ENERGY COOPERATIVE	ELECTRICITY SERVICES	DECEMBER 2025.	12/23/25	248.9

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 601141					
101-43160-40380	PEOPLE'S ENERGY COOPERATIVE	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	2,861.63
601-49400-40380	PEOPLE'S ENERGY COOPERATIVE	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	63.62
603-49450-40380	PEOPLE'S ENERGY COOPERATIVE	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	3,259.54
		Total For Check 601141			7,533.64
Check 601142					
101-41320-40207	PITNEY BOWES	POSTAGE METER REFILL - DECEMBER 2025	REFILL	12/23/25	500.00
		Total For Check 601142			500.00
Check 601143					
304-47100-60601	US BANK	GO 2020B BOND PAYMENT	GO 2020B BOND	12/23/25	240,000.00
304-47100-60611	US BANK	GO 2020B BOND PAYMENT	GO 2020B BOND	12/23/25	15,000.00
306-47100-60601	US BANK	GO 2016A BOND PAYMENT	GO 2016A BOND	12/23/25	340,000.00
306-47100-60611	US BANK	GO 2016A BOND PAYMENT	GO 2016A BOND	12/23/25	17,800.00
		Total For Check 601143			612,800.00
Check 601144					
101-00000-37750	US BANK REBATE	US BANK REBATE - DEC. 2025	DECEMBER 2025	12/23/25	(192.40)
101-41320-40207	CAPITOL COMPLEX PARKING	CAPITOL COMPLEX ST.PAUL MN PARKING - RODER	00011857	12/23/25	8.00
101-41320-40211	AMAZON	CITY HALL SUPPLIES	111-6820359-31186	12/23/25	87.44
101-41320-40211	AMAZON	CITY HALL SUPPLIES	111-0928033-55746	12/23/25	91.04
101-41320-40311	BEARS DEN	LUNCH MEETING WITH THE SCHOOL SUPERINTENDEN	0000170646	12/23/25	23.00
101-41320-40311	PARK MOBILE	ROCHESTER PARKING - RODER	171017203	12/23/25	5.40
101-41320-40311	WILDWOOD BAR & GRILL BYRON	EMPLOYEE ENGAGEMENT LUNCH	032951	12/23/25	159.33
101-41330-40207	EDAM	2026 EDAM MEMBERSHIP	CASH-10643	12/23/25	335.00
101-41330-40207	UNIVERSITY OF MINNESOTA	2026 ECONOMIC DEVELOPMENT TRAINING COURSE	993477	12/23/25	225.00
101-41940-40300	CWD GOVT.	ADOBE ACROBAT LICENSE	PRRJ887	12/23/25	390.00
101-43123-40211	DOLLAR GENERAL	CHRISTMAS LIGHTS AT CITY HALL	017363	12/23/25	6.44
101-43123-40211	MENARDS	ROUNDABOUT CHRISTMAS LIGHTS	089600	12/23/25	60.77
101-43123-40221	HOME DEPOT	CORDLESS SAW SAWL	008541	12/23/25	301.67
101-45200-40211	KWIK TRIP	TRUCK FUEL	3426096	12/23/25	47.00
101-45200-40211	KWIK TRIP	TRUCK FUEL	10804616	12/23/25	65.00
101-45200-40221	FLEET FARM	SHOVELS & MISC. SUPPLIES	047776	12/23/25	237.75
101-45200-40400	MENARDS	ICE RINK DOORS & ROUNDABOUT LIGHTS	083054	12/23/25	516.62
601-49400-40211	US POSTAL SERVICE	4TH QTR. FLUORIDE SAMPLE POSTAGE	789	12/23/25	11.70
601-49400-40221	MENARDS	WWTP SHELVES, SUPPLIES, AND TOOLS	031070	12/23/25	300.00
603-49450-40221	MENARDS	WWTP SHELVES, SUPPLIES, AND TOOLS	031070	12/23/25	503.48
603-49450-50581	AMAZON	WWTP SCADA COMPUTER	113-4748470-14514	12/23/25	99.99
		Total For Check 601144			3,282.23
Check 601145					
101-41940-40320	VERIZON WIRELESS	PHONE SERVICES	6130254450	12/23/25	156.70
101-42153-40320	VERIZON WIRELESS	PHONE SERVICES	6130254450	12/23/25	20.02
101-42210-40320	VERIZON WIRELESS	PHONE SERVICES	6130254450	12/23/25	20.02
601-49400-40320	VERIZON WIRELESS	PHONE SERVICES	6130254450	12/23/25	60.03
		Total For Check 601145			256.77
Check 601146					
101-42210-40211	WEX BANK	WEX FUEL	109323236	12/23/25	50.12
101-43123-40211	WEX BANK	WEX FUEL	109323236	12/23/25	142.93
101-43125-40211	WEX BANK	WEX FUEL	109323236	12/23/25	1,839.93
		Total For Check 601146			2,032.98
Check 601147					
101-41940-40300	WEX HEALTH	MONTHLY BENEFITS SOLUTION	0002277848-IN	12/23/25	38.5

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 601147					
		Total For Check 601147			38.50
Check 601148					
101-41940-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	835.40
101-42153-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	231.10
101-42210-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	231.10
101-43160-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	8,071.69
601-49400-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	2,806.27
603-49450-40380	XCEL ENERGY	ELECTRICITY SERVICES	DECEMBER 2025	12/23/25	807.58
		Total For Check 601148			12,983.14

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
	Fund Totals:				
		Fund 101 GENERAL FUND			61,553.82
		Fund 304 2020B IMPROVEMENT BONDS (2013A)			255,000.00
		Fund 306 2016A IMPROVEMENT BOND			357,800.00
		Fund 401 CAPITAL EQUIPMENT FUND			45,598.56
		Fund 409 FIRE CIP			4,088.50
		Fund 601 WATER FUND			15,649.65
		Fund 603 SEWER FUND			28,576.90
		Fund 716 EAST VILLAGE 5TH			71.78
		Fund 719 BEARWOOD ESTATES NORTH SUBD			8,613.42
		Total For All Funds:			776,952.63

AGENDA ITEM NO. 4.d

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Warrant List - $124,534.29

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:
Warrant List - 1.13.26

BANK CODE: GEN CHECK DATE: 01/13/2026 INVOICE PAY DATE FROM 01/13/2026 TO 01/13/2026

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/13/2026	GEN	51568	102094	BADGER METER	855.36	0.00	855.36	1
01/13/2026	GEN	51569	102070	BECAY, GRETTA	213.52	0.00	213.52	1
01/13/2026	GEN	51570	102370	BOLTON & MENK, INC.	2,201.50	0.00	2,201.50	1
01/13/2026	GEN	51571	101209	CANADIAN PACIFIC RAILWAY	50.00	0.00	50.00	1
01/13/2026	GEN	51572	102419	DAIRYLAND POWER COOPERATIVE	1,124.06	0.00	1,124.06	2
01/13/2026	GEN	51573	102063	DODGE COUNTY INDEPENDENT	78.75	0.00	78.75	2
01/13/2026	GEN	51574	101933	FARRELL EQUIPMENT & SUPPLY	999.50	0.00	999.50	1
01/13/2026	GEN	51575	100880	FIRE SAFETY USA, INC.	862.80	0.00	862.80	1
01/13/2026	GEN	51576	100188	FLEXIBLE PIPE TOOL COMPANY	1,480.30	0.00	1,480.30	1
01/13/2026	GEN	51577	102422	FREEZE VISUALZ LLC	4,000.00	0.00	4,000.00	1
01/13/2026	GEN	51578	102399	GALAXY PAINTING & FINISHINGS, LLC	940.00	0.00	940.00	1
01/13/2026	GEN	51579	100493	GOPHER SEPTIC SERVICE, INC.	1,260.00	0.00	1,260.00	1
01/13/2026	GEN	51580	356	GOPHER STATE ONE CALL	20.25	0.00	20.25	1
01/13/2026	GEN	51581	102357	IDEAL SERVICE, INC.	802.50	0.00	802.50	1
01/13/2026	GEN	51582	9170	KASSON HARDWARE HANK	145.40	0.00	145.40	5
01/13/2026	GEN	51583	270	LEAGUE OF MINNESOTA CITIES	9,152.00	0.00	9,152.00	2
01/13/2026	GEN	51584	101988	LOFFLER COMPANIES INC.	144.12	0.00	144.12	2
01/13/2026	GEN	51585	102089	MIND TO MESSAGE PRINT DESIGN	60.00	0.00	60.00	1
01/13/2026	GEN	51586	101246	MINNESOTA AG GROUP, INC.	18,900.00	0.00	18,900.00	1
01/13/2026	GEN	51587	102322	MN CITY/COUNCIL MANAGEMENT	190.69	0.00	190.69	1
01/13/2026	GEN	51588	100605	MN DEPT OF LABOR & INDUSTRY	195.00	0.00	195.00	2
01/13/2026	GEN	51589	102301	O'REILLY AUTOMOTIVE, INC	270.03	55.76	214.27	8##
01/13/2026	GEN	51590	100187	OLMSTED COUNTY PRL	138.00	0.00	138.00	3
01/13/2026	GEN	51591	255	OTTO'S BAKERY	30.00	0.00	30.00	1
01/13/2026	GEN	51592	102420	PROLINE DISTRIBUTING, INC.	388.86	0.00	388.86	4
01/13/2026	GEN	51593	9290	RDO EQUIPMENT CO.	2,012.60	0.00	2,012.60	1
01/13/2026	GEN	51594	101813	REINDERS INC.	37.12	0.00	37.12	1
01/13/2026	GEN	51595	MISC	REPS, MEGAN	62.18	0.00	62.18	1
01/13/2026	GEN	51596	102265	RODER, ALBERT	500.00	0.00	500.00	1
01/13/2026	GEN	51597	MISC	SCHRADER, JAMES	4.58	0.00	4.58	1
01/13/2026	GEN	51598	100673	SE MINNESOTA EMS	8.00	0.00	8.00	1
01/13/2026	GEN	51599	100170	SHERWIN-WILLIAMS CO.	256.98	0.00	256.98	1
01/13/2026	GEN	51600	100002	SOUTHEAST SERVICE COOPERATIVE	768.00	0.00	768.00	1
01/13/2026	GEN	51601	491	TIMM, BRIAN	780.00	0.00	780.00	1
01/13/2026	GEN	51602	254	UC LABORATORY	1,415.27	0.00	1,415.27	2
01/13/2026	GEN	51603	101841	ULINE	340.68	0.00	340.68	1
01/13/2026	GEN	51604	102373	ZENCITY TECHNOLOGIES US INC	8,000.00	0.00	8,000.00	1

Num Checks: 37 Num Stubs: 0 Num Invoices: 59 Total Amount: 58,632.29

Denotes that check has vendor credit applied.

BANK CODE: GEN CHECK DATE: 01/13/2026 INVOICE PAY DATE FROM 01/13/2026 TO 01/13/2026

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/13/2026	GEN	51549	100298	ABDO	9,000.00	0.00	9,000.00	1

BANK CODE: GEN CHECK DATE: 01/13/2026 INVOICE PAY DATE FROM 01/13/2026 TO 01/13/2026

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
01/13/2026	GEN	601149(E)	101702	MAGNEY CONSTRUCTION, INC	56,902.00	0.00	56,902.00	1

Num Checks: 1 Num Stubs: 0 Num Invoices: 1 Total Amount: 56,902.00

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check <None>					
603-49450-50581	MAGNEY CONSTRUCTION, INC	PAY REQUEST NO. 3 (FINAL) - WASTEWATER TREA	PR NO. 3 - FINAL		56,902.00
		Total For Check <None>			56,902.00
Check 51549					
101-41530-40300	ABDO	CERTIFIED AUDIT SERVICES PER AGREEMENT FOR	515601	01/13/26	9,000.00
		Total For Check 51549			9,000.00
Check 51568					
601-49400-40418	BADGER METER	MONTHLY SERVICES - DECEMBER 2025	80221501	01/13/26	427.68
603-49450-40418	BADGER METER	MONTHLY SERVICES - DECEMBER 2025	80221501	01/13/26	427.68
		Total For Check 51568			855.36
Check 51569					
101-41330-40300	BECAY, GRETTA	MONTHLY SERVICES - DECEMBER 2025	DECEMBER 2025	01/13/26	213.52
		Total For Check 51569			213.52
Check 51570					
401-41310-50510-25-003	BOLTON & MENK, INC.	BYRON FIRE STATION	0383876	01/13/26	2,201.50
		Total For Check 51570			2,201.50
Check 51571					
601-49400-40207	CANADIAN PACIFIC RAILWAY	BASIC RENT FEE 2026	2600-2000161949	01/13/26	50.00
		Total For Check 51571			50.00
Check 51572					
601-49400-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILL MAILING	N6700	01/13/26	400.00
601-49400-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILLING MAILING	N6651	01/13/26	120.00
603-49450-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILL MAILING	N6700	01/13/26	462.61
603-49450-40300	DAIRYLAND POWER COOPERATIVE	UTILITY BILLING MAILING	N6651	01/13/26	141.45
		Total For Check 51572			1,124.06
Check 51573					
101-41910-40340	DODGE COUNTY INDEPENDENT	LEGAL NOTICE - ORDINANCE 2025-13 ANNEXING L	20241	01/13/26	35.00
101-41910-40340	DODGE COUNTY INDEPENDENT	P&Z PUBLIC HEARING 1/6/26	20264	01/13/26	43.75
		Total For Check 51573			78.75
Check 51574					
101-43123-40400	FARRELL EQUIPMENT & SUPPLY	PERMA PATCH ASPHALT - 2025	284537	01/13/26	999.50
		Total For Check 51574			999.50
Check 51575					
101-42210-40221	FIRE SAFETY USA, INC.	QUAD GAS CYLINDER & REPAIRS	250542	01/13/26	862.80
		Total For Check 51575			862.80
Check 51576					
603-49450-40221	FLEXIBLE PIPE TOOL COMPANY	NOZZLE EXTENSION - 2025	32257	01/13/26	450.00
603-49450-40400	FLEXIBLE PIPE TOOL COMPANY	NOZZLE EXTENSION - 2025	32257	01/13/26	1,030.30
		Total For Check 51576			1,480.30
Check 51577					
101-41310-40405	FREEZE VISUALZ LLC	BYRON SHOWCASE VIDEO	INV211	01/13/26	4,000.00
		Total For Check 51577			4,000.00
Check 51578					
401-41310-50510-25-003	GALAXY PAINTING & FINISHINGS, LLC	PAINTING - FIRE HALL REMODEL PROJECT	360675	01/13/26	940.00

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51578					
		Total For Check 51578			940.00
Check 51579					
603-49450-40300	GOPHER SEPTIC SERVICE, INC.	SEPTAGE CLEANOUT WEST LIFT STATION - ORNUA	56073	01/13/26	1,260.00
		Total For Check 51579			1,260.00
Check 51580					
601-49400-40418	GOPHER STATE ONE CALL	LOCATE TICKETS	5120265	01/13/26	10.12
603-49450-40418	GOPHER STATE ONE CALL	LOCATE TICKETS	5120265	01/13/26	10.13
		Total For Check 51580			20.25
Check 51581					
603-49450-40400	IDEAL SERVICE, INC.	ADJUSTED PARAMETERS FOR THE AERATION BLOWER	13871	01/13/26	802.50
		Total For Check 51581			802.50
Check 51582					
101-43123-40211	KASSON HARDWARE HANK	SHOP SUPPLIES	333474	01/13/26	3.99
101-43125-40400	KASSON HARDWARE HANK	MISC. FASTNERS FOR THE SINGLE STAR - 2025	333387	01/13/26	10.52
203-43150-40400	KASSON HARDWARE HANK	PIPE FITTINGS FOR 6' PUMP & PAINT FOR SHOP	333618	01/13/26	61.44
601-49400-40211	KASSON HARDWARE HANK	WELL #2 PAINT - 2025	333565	01/13/26	26.98
601-49400-40400	KASSON HARDWARE HANK	WELL 2 PAINT	333563	01/13/26	42.47
		Total For Check 51582			145.40
Check 51583					
101-41310-40207	LEAGUE OF MINNESOTA CITIES	2026 MEMBERSHIP DUES	441646	01/13/26	1,000.00
101-41320-40207	LEAGUE OF MINNESOTA CITIES	2026 MCMA ANNUAL CONFERENCE - RODER	442396	01/13/26	525.00
101-41320-40207	LEAGUE OF MINNESOTA CITIES	2026 MEMBERSHIP DUES	441646	01/13/26	3,000.00
601-49400-40207	LEAGUE OF MINNESOTA CITIES	2026 MEMBERSHIP DUES	441646	01/13/26	2,000.00
603-49450-40207	LEAGUE OF MINNESOTA CITIES	2026 MEMBERSHIP DUES	441646	01/13/26	2,627.00
		Total For Check 51583			9,152.00
Check 51584					
101-41940-40300	LOFFLER COMPANIES INC.	DECEMBER BILLING SHOP COPIER - 2025	5228310	01/13/26	10.27
101-41940-40300	LOFFLER COMPANIES INC.	DECEMBER BILLING - 2025	5228311	01/13/26	133.85
		Total For Check 51584			144.12
Check 51585					
101-41330-40300	MIND TO MESSAGE PRINT DESIGN	DECEMBER 2025 BYRON COMMUNITY NEWS LAYOUT	DECEMBER 2025	01/13/26	60.00
		Total For Check 51585			60.00
Check 51586					
401-43100-50581	MINNESOTA AG GROUP, INC.	BRUSH HOG MOWER - 2026 CIP	NO5712	01/13/26	18,900.00
		Total For Check 51586			18,900.00
Check 51587					
101-41320-40207	MN CITY/COUNCIL MANAGEMENT	MCMA MEMBERSHIP 2026 - RODER	2026	01/13/26	190.69
		Total For Check 51587			190.69
Check 51588					
101-41940-40300	MN DEPT OF LABOR & INDUSTRY	ELEVATOR ANNUAL OPERATING	ALR018543X	01/13/26	145.00
101-41940-40300	MN DEPT OF LABOR & INDUSTRY	CITY HALL & WWTP BOILERS	ABR0368377X	01/13/26	50.00
		Total For Check 51588			195.00
Check 51589					
101-42210-40221	O'REILLY AUTOMOTIVE, INC	FUEL MIX	6235-196628	01/13/26	44.97
101-43123-40211	O'REILLY AUTOMOTIVE, INC	OIL FILTER & GALANTIFREZ - FOR 6' WATER PUM	6235-197126	01/13/26	49.1

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51589					
101-43123-40211	O'REILLY AUTOMOTIVE, INC	FUEL FILTER	6235-197132	01/13/26	23.75
101-43123-40211	O'REILLY AUTOMOTIVE, INC	FUEL FILTER RETURN / LIQUID WAX PURCHASE	6235-197353	01/13/26	(11.76)
101-43123-40400	O'REILLY AUTOMOTIVE, INC	PARTS FOR THE KUBOTA	6235-195343	01/13/26	49.53
101-43123-40400	O'REILLY AUTOMOTIVE, INC	CORE RETURN	6235-190013	01/13/26	(44.00)
101-45200-40400	O'REILLY AUTOMOTIVE, INC	AIR FILTER FOR THE WIDE AREA	6235-195382	01/13/26	50.00
603-49450-40400	O'REILLY AUTOMOTIVE, INC	SEWER PLANT BOBCAT REPAIR	6235-195137	01/13/26	52.60
		Total For Check 51589			214.27
Check 51590					
101-41910-40300	OLMSTED COUNTY PRL	ANNEXATION OF 5.00 ACRES - RESOLUTION	RES 25-48	01/13/26	46.00
101-41910-40300	OLMSTED COUNTY PRL	ANNEXATION OF 5.00 ACRES - ORDINANCE 2025-1	ORD 25-13	01/13/26	46.00
101-41910-40300	OLMSTED COUNTY PRL	ANNEXATION OF 5.00 ACRES - STATE APPROVAL	STATE	01/13/26	46.00
		Total For Check 51590			138.00
Check 51591					
101-42210-40211	OTTO'S BAKERY	HOTDOG BUNS	4064566	01/13/26	30.00
		Total For Check 51591			30.00
Check 51592					
101-43123-40211	PROLINE DISTRIBUTING, INC.	MISC. SUPPLIES - 2025	3026261	01/13/26	50.82
101-43123-40400	PROLINE DISTRIBUTING, INC.	HOSE CLAMP - 2025	3027080	01/13/26	21.85
101-43123-40400	PROLINE DISTRIBUTING, INC.	NYLON FLAT WASHER 5/16" - 2025	3027081	01/13/26	22.72
101-43123-40400	PROLINE DISTRIBUTING, INC.	MISC. PARTS FOR SHOP - 2025	3026262	01/13/26	293.47
		Total For Check 51592			388.86
Check 51593					
101-43123-40400	RDO EQUIPMENT CO.	DIFF LEAK DIAGNOSTICS ON LOADER - 2025	W2065602	01/13/26	2,012.60
		Total For Check 51593			2,012.60
Check 51594					
101-42210-40211	REINDERS INC.	ICE MELTER FIRE - 2025	3700254-00	01/13/26	37.12
		Total For Check 51594			37.12
Check 51595					
601-00000-37290	REPS, MEGAN	UB refund for account: 3510	01/08/2026	01/13/26	62.18
		Total For Check 51595			62.18
Check 51596					
101-41320-40311	RODER, ALBERT	PHONE AND CAR ALLOWANCE - PER CONTRACT Q4 2	Q4 2025	01/13/26	166.67
601-49400-40311	RODER, ALBERT	PHONE AND CAR ALLOWANCE - PER CONTRACT Q4 2	Q4 2025	01/13/26	166.67
603-49450-40311	RODER, ALBERT	PHONE AND CAR ALLOWANCE - PER CONTRACT Q4 2	Q4 2025	01/13/26	166.66
		Total For Check 51596			500.00
Check 51597					
601-00000-37290	SCHRADER, JAMES	UB refund for account: 2802	01/08/2026	01/13/26	4.58
		Total For Check 51597			4.58
Check 51598					
101-42210-40211	SE MINNESOTA EMS	ID BADGE (2ND SET)	13636	01/13/26	8.00
		Total For Check 51598			8.00
Check 51599					
101-45200-40400	SHERWIN-WILLIAMS CO.	PAINT SPRAYER REPAIRS	22552223021225	01/13/26	256.98
		Total For Check 51599			256.98
Check 51600					

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
Check 51600					
101-41940-40300	SOUTHEAST SERVICE COOPERATIVE	EMPLOYEE ASSISTANCE PROGRAM	SINV000006747	01/13/26	768.00
		Total For Check 51600			768.00
Check 51601					
101-41940-40300	TIMM, BRIAN	CITY HALL/SHOP/FIREHALL CLEANING - 2025	DECEMBER 2025	01/13/26	780.00
		Total For Check 51601			780.00
Check 51602					
601-49400-40300	UC LABORATORY	TOTAL COLIFORM DECEMBER 2025	126391	01/13/26	145.89
603-49450-40300	UC LABORATORY	SAMPLES - 2025	126453	01/13/26	1,269.38
		Total For Check 51602			1,415.27
Check 51603					
101-43123-40221	ULINE	KLEENEX TOWELS	202184281	01/13/26	170.34
603-49450-40221	ULINE	KLEENEX TOWELS	202184281	01/13/26	170.34
		Total For Check 51603			340.68
Check 51604					
401-41310-50510	ZENCITY TECHNOLOGIES US INC	ZENCITY 2026	2026	01/13/26	8,000.00
		Total For Check 51604			8,000.00

GL Number	Vendor	Invoice Desc.	Invoice	Chk Date	Amount
	Fund Totals:				
		Fund 101 GENERAL FUND			25,202.13
		Fund 203 SURFACE WATER MANAGEMENT			61.44
		Fund 401 CAPITAL EQUIPMENT FUND			30,041.50
		Fund 601 WATER FUND			3,456.57
		Fund 603 SEWER FUND			65,772.65
		Total For All Funds:			124,534.29

AGENDA ITEM NO. 4.e

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Planning Commission New Member Appointment

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve Elizabeth Jensen for a 5-year term on the Planning Commission

Preparer: Kelli Luhmann

ATTACHMENTS:
Volunteer_Application_Redacted.pdf

CITY OF BYRON VOLUNTEER APPLICATION

Thank you for taking an interest in serving your community!!
Please indicate the committee or board that you would be willing to serve on.

☐ **BYRON PARK BOARD**
- Responsible for planning, developing, improving recreational needs of our community

☐ **BYRON PLANNING AND ZONING COMMISSION**
- Responsible for long range planning, land use, thoroughfare planning and subdivision development

☐ **BYRON ECONOMIC DEVELOPMENT AUTHORITY**
- Responsible for developing an economic development strategy for Byron, work on local business expansion, marketing to potential new businesses to relocate to Byron and for new business start-ups.

NAME Elizabeth Jensen

ADDRESS [redacted]

HOME PHONE [redacted] **WORK PHONE** _____

PROFESSION IT/Strategic Planning **PLACE OF EMPLOYMENT** York Solutions

EMAIL ADDRESS [redacted]

PLEASE LIST YOUR REASONS WHY YOU WOULD BE WILLING TO SERVE ON BYRON'S BOARDS OR COMMISSIONS AS A VOLUNTEER.

As a new resident in 2023, I quickly fell in love with the town and area.

Byron is a great town, I want to see continued growth without losing its character and charm.

I want to be part of Byron's future by sharing my talents and skills with the community.

PLEASE SUMMARIZE YOUR QUALIFICATIONS FOR YOUR APPOINTMENT AND LIST ANY CURRENT OR PREVIOUS VOLUNTEER EXPERIENCE

From 2011-2016, I worked at the Chuck & Don's Corporate Office in Mahtomedi, Minnesota.

During my time there, I oversaw real estate, facilities and store design and made significant

contributions toward their growth from 15 to 31 stores in Minnesota and Colorado.

I currently volunteer at Eagle Brook Church in their Kid's Ministry.

DO YOU HAVE ECONOMIC INTEREST WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST

No, I do not.

Thank you again for being willing to get involved in our community and share of yourself to make Byron a better place to live in!

Signature Elizabeth Larson Date 11/4/25

AGENDA ITEM NO. 4.f

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Planning Commissioner Term Renewal

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve the renewal of Tim Baudoin's term for 5 years.

Preparer: Kelli Luhmann

ATTACHMENTS:

AGENDA ITEM NO. 4.g

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: 2026 Liquor License Renewals

Request for Action: Approve the 2026 Liquor License Renewals

Background /Justification: This is the annual renewal for the liquor licenses in Byron. The licenses are renewed on March 1st of every year. Below is a list of all the liquor license holders and types of licenses that approval is being sought for.

- **TT's Tilted Tavern:** On sale & Sunday License
- **The Compadres:** On Sale & Sunday License
- **The Bears Den**: On Sale & Sunday License
- **Byron American Legion**: On Sale & Sunday License
- **Somerby Golf Club**: Off Sale, On Sale, & Sunday License
- **Wildwood Sports Bar**: On Sale & Sunday License
- **Kwik Trip #622**: Off Sale 3.2% License
- **Kwik Trip #1045**: Off Sale License
- **Frank-N-Stein of Byron:** On Sale & Sunday License
- **Fareway:** Off Sale License
- **3D's Sports Bar**: Off Sale & On Sale License

Please note that council is approving the liquor licenses pending the submittal of all the required documents. If an establishment fails to turn in the required documents and pay the fee, the renewal will not take place.

Fiscal Impact:

Staff Recommendation: Approve the 2026 liquor license renewals pending the completed application from both the city and the state, payment of fee, proof of insurance and workers compensation, and alcohol compliance training completion.

Preparer: Robby Horsman

ATTACHMENTS:

AGENDA ITEM NO. 4.h

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Business Subsidy Agreement

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: This request for approval is simply acknowledging the formal agreement for action already taken by EDA and City Council for the land contribution for the Community Center project. This stipulates the 10 jobs to be created and formalizes the loan forgiveness already agreed upon.

Preparer: Kelli Luhmann

ATTACHMENTS:
Business Subsidy Agreement - Schroeder.docx

TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

BETWEEN

THE CITY OF BYRON, MINNESOTA

THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BYRON

AND

BYRON SPORTS HOLDINGS, LLC

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THIS AGREEMENT, made and entered this 31 day of December, 2025, by and between the City of Byron, Minnesota (the "City"), a political subdivision, the Economic Development Authority of the City of Byron (the "Authority"), a body corporate and politic organized and existing under the laws of the State of Minnesota and Byron Sports Holdings, LLC a Minnesota business entity in good standing with the Minnesota Secretary of State. (the "Company"),

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City has established a Tax Abatement Program; and

WHEREAS, pursuant to Minnesota Statutes, Sections 469.001 through 469.047 the City has established a Redevelopment Plan in connection with the Project (hereinafter defined); and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City will result in preservation and enhancement of the tax base, provide employment opportunities and is 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, apply to this Agreement; and

WHEREAS, the City and the Authority have adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after public hearings for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law.

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

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: this Agreement, as the same may be from time to time modified, amended or supplemented.

Authority: the Economic Development Authority of the City of Byron.

Authority Assistance: the annual assistance of $416,398.26 the Authority will provide to the Company, as further described in Section 3.8 hereof.

Business Day: 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.

Benefit Date: the date the recipient receives the business subsidy (or as specified therein for equipment or improvements).

City: means the City of Byron, Minnesota.

Company: Byron Sports Holdings, LLC a Minnesota business entity in good standing with the Minnesota Secretary of State.

County: Olmsted County, Minnesota.

Event of Default: any of the events described in Section 4.1.

Project: the construction by the Company of an indoor sports and family entertainment facility and community center in the City of Byron.

Redevelopment Plan: the redevelopment plan approved in connection with the Redevelopment Project Area.

Redevelopment Project Area: the real property described in the Redevelopment Plan.

State: the State of Minnesota.

Tax Abatement Program: 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 Abatements: the City's share of real estate taxes on the Tax Abatement Properties abated in accordance with the Tax Abatement Program.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Section 2.1 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 within the meaning of Minnesota Statutes, Section 469.1812 through 469.1815 was created, adopted and approved in accordance with the terms of the Tax Abatement Act.
3. To 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 to reimburse the Company for costs of the Project as further provided in this Agreement.
4. The City has made the findings required by Minnesota Statutes, Sections 469.1812 through 469.1815, of the Tax Abatement Act for the Tax Abatement Program.

Section 2.2 Representations and Warranties of the Company.

The Company makes the following representations and warranties:

1. The Company is in good standing with the Minnesota Secretary of State, has the power

to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any local, state or federal laws.

2. The Company is a Minnesota Limited Liability Company validly existing under the laws of this State and has full power and 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, 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 resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

Section 2.3 Representations and Warranties of the Authority.

The Authority makes the following representations and warranties:

1. The Authority is a body corporate and politic of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

2. The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan.

3. To help finance the costs of the Project, the Authority proposes, subject to the further provisions of this Agreement, providing a business subsidy of $2,081,991.31to the Company for a term of 5-years, as a forgivable loan and purchase price reduction to help reimburse the Company for the costs of the Project.

ARTICLE III: UNDERTAKINGS BY COMPANY, CITY, AND AUTHORITY

Section 3.1 Construction of Project.

The Company agrees that it will construct the Project in accordance with the approved construction plans and at all times prior to the termination of this Agreement will 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.

Section 3.2 Commencement and Completion of Construction.

The Company shall complete the Project by September 2026. All work with respect to the Project to be constructed or provided by the Company shall be in conformity with the construction plans as submitted by the Company and approved by the City.

Nothing in this Agreement shall be deemed to impair or limit any of the City's rights or responsibilities under its zoning laws or construction permit processes.

Section 3.3 Damage and Destruction.

In the event of damage and destruction of the Project the Company shall rebuild the Project.

Section 3.4 Change in Use of Project.

The City's and the Authority's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Company.

Section 3.5 Prohibition Against Transfer of Project and Assignment of Agreement.

The Company represents and agrees that prior to the termination date of this Agreement the Company shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require 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 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.

3. There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.6 Business Subsidies Law.

In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Company acknowledges and agrees that the amount of the "Business Subsidy" granted to the Company under this Agreement is the amount of the Forgivable Loan, and the amount of the Authority Assistance and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to develop new jobs within the City and to increase the tax base in the City.

The Company agrees that it will meet the following goals (the "Goals"):

1. Complete construction of the Project with a target completion date of September 2026.

2. Commence operations as an indoor sports and community recreation facility following completion.

3. Continue operating the facility substantially as described for a minimum of five (5) years following the benefit date, as defined by Minn. Stat. §116J.994.

4. The Recipient agrees to meet the job creation, job enhancement, and wage goals set forth in subsection 3.7 of this Agreement.

If the Goals are not met, the Company agrees to repay all or a part of the Business Subsidy to the City and the Authority, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually.

If the Goals are met in part, the Company will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which 40 hours per week (i.e. number of jobs set forth in the Goals).

The Company agrees to:

1. Report its progress on achieving the Goals to the City until the Goals are met, or the Business Subsidy is repaid, whichever occurs earlier,

2. Include in the report the information required in Subdivision 7 of the Jobs Act on forms developed by the Minnesota Department of Trade and Economic Development, and

3. Send completed reports to the City. The Company agrees to file these reports no later than March 1 of each year commencing March 1, 2027, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Company a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are riot made, the Company agrees to pay to the City a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

The Company agrees to continue operations of the Project for at least five (5) years after the Benefit Date.

Other than the Tax Abatement and the Authority Assistance totaling $2,081,991.31 over a five (5) year period provided by the Authority, there are no other state or local government agencies providing financial assistance for the Project other than the City.

Section 3.7 Job Creation and Wage Goals.

The Recipient agrees to achieve a target of ten (10.0) full-time equivalent (FTE) jobs within the City of Byron related to the operation of the Project.

For planning and reporting purposes, the following target values apply toward the total FTE job goal:

1. New jobs: approximately 8.0 FTE
2. Enhanced jobs: approximately 2.0 FTE

The parties acknowledge that these values represent targets only, and that the total FTE job goal may be satisfied through a different combination of new and enhanced positions, provided that the total 10.0 FTE goal is achieved and wage requirements are met.

Enhanced jobs are defined as existing positions that, as a direct result of the Project, are increased to full-time status, experience a material increase in hours, or receive increased compensation.

The total FTE job goal shall be achieved within two (2) years of the benefit date, as defined by Minn. Stat. §116J.994.

All jobs counted toward the FTE requirement shall pay a minimum wage of Ten Dollars ($10.00) per hour. Compliance may be demonstrated on an average hourly wage basis across covered positions.

Jobs may be satisfied through a combination of full-time and part-time positions aggregated into full-time equivalents, consistent with state reporting standards. Seasonal and part-time positions may be counted when aggregated.

Section 3.8 Authority Assistance.

The Authority shall provide $416,398.26 per year for a period of five (5) years commencing in 2027 and continuing through 2032. The Authority shall on or before August 1 of each year forgive the Company $416,398.26 as a business subsidy to help finance the costs of the Project.

ARTICLE IV: EVENTS OF DEFAULT

Section 4.1 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.

Section 4.2 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 and the Authority may suspend their performance under this Agreement until they receive assurances from the Developer, 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 Developer under this Agreement.

Section 4.3 No Remedy Exclusive.

No remedy herein conferred upon or reserved to the City or the Authority 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 4.4 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 4.5 Agreement to Pav Attorney's Fees and Expenses.

Whenever any Event of Default occurs and the City or the Authority 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 Developer herein contained, the Developer agrees that they shall, on demand therefore, pay to the City and the Authority the reasonable fees of such attorneys and such other expenses so incurred by the City and the Authority.

Section 4.6 Release and Indemnification Covenants.

The Company releases from and covenants and agrees that the City and the Authority and their governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and the Authority, and their 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.

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 the Authority, and their 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.

The City and the Authority and their governing body members, officers, agents, servants and employees shall not be liable for any damage 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.

All covenants, stipulations, promises, agreements and obligations of the City and the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the Authority and not of any governing body member, officer, agent, servant or employee of the City or the Authority in the individual capacity thereof.

ARTICLE V: ADDITIONAL PROVISIONS

Section 5.1 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 5.2 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 5.3 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, 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.

1. In the case of the Company is addressed to or delivered personally to:
   Byron Sports Holding, LLC
   475 15th Ave NE
   Byron, MN 55920

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

Section 5.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing.

This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.6 Duration.

This Agreement shall remain in effect through February 1, 2015, unless earlier terminated or rescinded in accordance with its terms

IN WITNESS WHEREOF, the City, the Authority 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 SPORTS HOLDINGS, LLC

By: _____

Its: _____

THE CITY OF BYRON

By: _____
Its Mayor

By: _____
Its City Administrator

THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BYRON

By: _____
Its Chair

By: _____
Its Vice Chair

AGENDA ITEM NO. 4.i

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Wastewater Treatment Plant Pretreatment Improvements Pay Request 3 Final - Magney Construction, Inc $56,902.00

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve

Preparer: Tom Ricke

ATTACHMENTS:
City PR 3 - Final.pdf

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

whks
engineers + planners + land surveyors

December 18, 2025

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

RE: Byron, MN
Wastewater Treatment Plant Pretreatment Improvements
Pay Request No. 3 - Final

Dear Tom:

Enclosed is Pay Request No. 3 – Final for work on the above referenced project. We recommend the City accept the project and make final payment in the amount of $56,902.00 to:

Magney Construction, Inc.
1401 Park Road
Chanhassen, MN 55317

Acceptance by the City Council will initiate the start of the one-year maintenance bond, as specified in the contract documents.

Please contact me with any questions.

Sincerely,

***WHKS** & CO.*

Eric Tourdot

Eric Tourdot, P.E.

ET/et

Enclosure

cc: Al Roder, City of Byron
Matt Brekke, City of Byron
Kevin Strain, City of Byron
Kevin Vranicar, Magney Construction, Inc.
Bill Angerman, WHKS (file)

https://whkscwza.sharepoint.com/sites/ROCHESTERCONSTRUCTION/Projects/Byron/8100.48 (WWTP Pretreatment Imp.)/Pay Requests/City PR 3 - Final.docx

Contractor's Application For Payment No. 03 - FINAL

	Application Period: 8/1/2025 - 10/31/2025	Application Date: 12/11/2025
To (Owner): City of Byron, MN	From (Contractor): Magney Construction, Inc.	Via (Engineer): WHKS & Co.
Project: Wastewater Treatment Plant Improvements	Contract: All Construction	
Owner's Contract No.:	Contractor's Project No.: 00605	Engineer's Project No.: 8100.48

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$0.00	$0.00
NET CHANGE BY CHANGE ORDERS		$0.00

1. ORIGINAL CONTRACT PRICE			$869,000.00
2. Net change by Change Orders			$0.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)			$869,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Schedule of Values)			$869,000.00
5. RETAINAGE:			
a. 0.0%	**$869,000.00**	**Work Completed**	$0.00
b. 0.0%	**$0.00**	**Stored Materials**	$0.00
c. Total Retainage (Line 5a + Line 5b)			$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			$869,000.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$812,098.00
8. AMOUNT DUE THIS APPLICATION			**$56,902.00**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H on Schedule of Values + Line 5c above)			$0.00

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
	12/11/2025

Payment of: $56,902.00
(Line 8 or other - attach explanation of other amount)

is recommended by:
(Engineer) (Date)

Payment of: $56,902.00
(Line 8 or other - attach explanation of other amount)

is approved by:
(City of Byron, MN) (Date)

Approved by:
Funding Agency (if applicable) (Date)

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Schedule of Values

Byron WWTP Improvements

Date of Application: 12/11/2025

Payment Application No. 03 - FINAL

Work completed through: 10/31/2025

Item			C	D	E	F	G	H
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	%	Balance to Finish
1100	Mobilization	$25,000.00	$23,700.00	$1,300.00	$0.00	$25,000.00	100	$0.00
1101	General Conditions	$77,015.00	$73,150.00	$3,865.00	$0.00	$77,015.00	100	$0.00
1103	Bonds & Insurance	$8,400.00	$8,400.00	$0.00	$0.00	$8,400.00	100	$0.00
2800	Site Improvements / Demolition & Removals	$48,400.00	$46,970.00	$1,430.00	$0.00	$48,400.00	100	$0.00
3300	Cast-in-Place Concrete	$8,430.00	$8,430.00	$0.00	$0.00	$8,430.00	100	$0.00
3600	Grouts	$4,260.00	$4,260.00	$0.00	$0.00	$4,260.00	100	$0.00
7900	Caulking & Sealants	$650.00	$650.00	$0.00	$0.00	$650.00	100	$0.00
8120	Aluminum Doors and Frames & Hardware	$9,130.00	$9,130.00	$0.00	$0.00	$9,130.00	100	$0.00
8800	Glass & Glazing	$750.00	$750.00	$0.00	$0.00	$750.00	100	$0.00
9900	Painting	$7,140.00	$0.00	$7,140.00	$0.00	$7,140.00	100	$0.00
11320	Grit Removal System	$247,000.00	$247,000.00	$0.00	$0.00	$247,000.00	100	$0.00
11911	Raw Sewage and Screen Compactor	$391,000.00	$391,000.00	$0.00	$0.00	$391,000.00	100	$0.00
15100	Yard & Processing Piping, Gates & Valves	$18,200.00	$18,200.00	$0.00	$0.00	$18,200.00	100	$0.00
16000	Electrical	$23,625.00	$23,200.00	$425.00	$0.00	$23,625.00	100	$0.00
	Totals	$869,000.00	$854,840.00	$14,160.00	$0.00	$869,000.00	100.0%	$0.00

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

AGENDA ITEM NO. 5.a

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Incident and Calls for Byron

Request for Action:

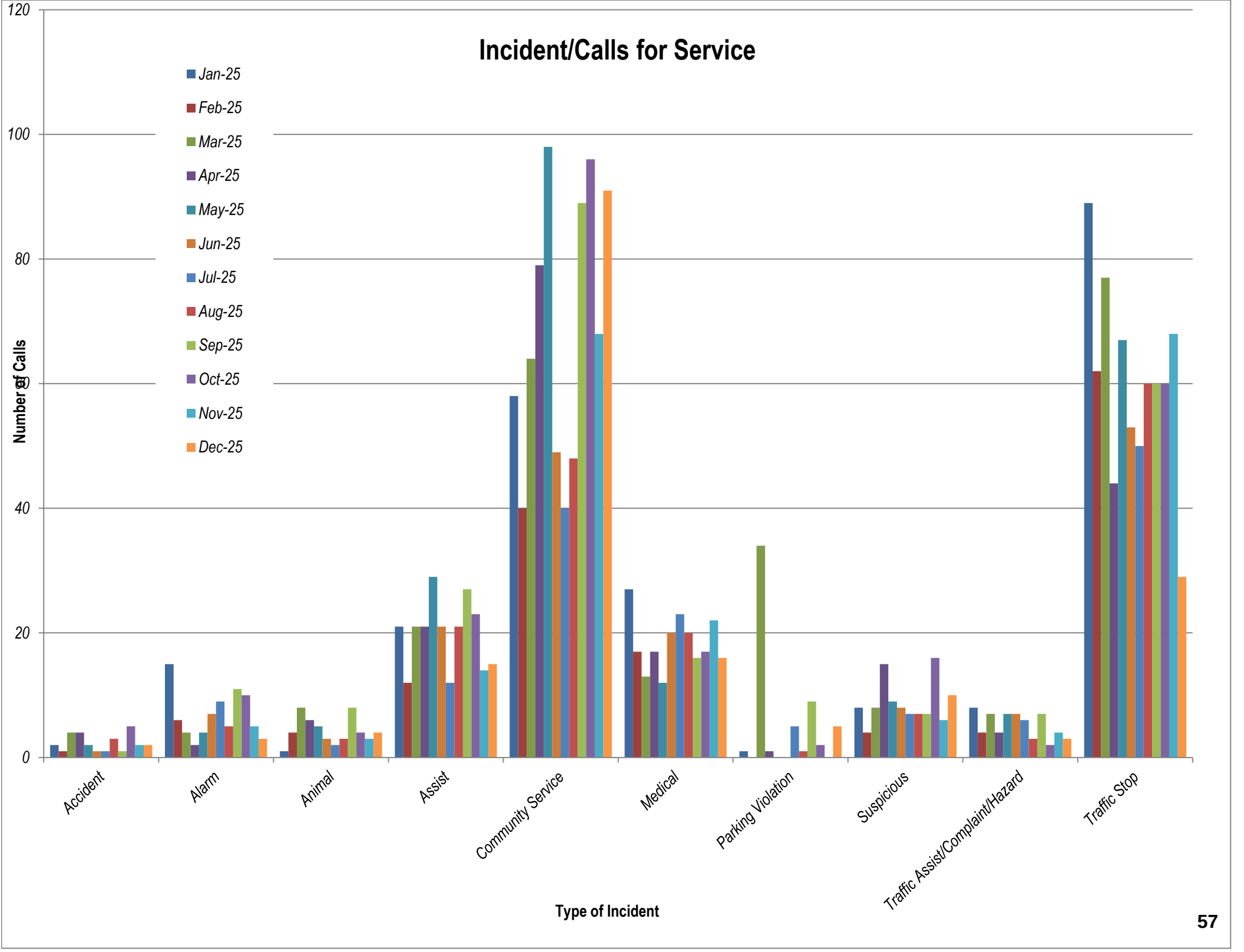
Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Robby Horsman

ATTACHMENTS:
Calls for Service


Incident/Calls for Service
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Sep-25
Oct-25
Nov-25
Dec-25
120
100
80
60
40
20
0
Number of Calls
Accident
Alarm
Animal
Assist
Community Service
Medical
Parking Violation
Suspicious
Traffic Assist/Complaint/Hazard
Traffic Stop
Type of Incident

AGENDA ITEM NO. 5.b

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Byron Community Newsletter - December

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:
Volume 7 Number 12 December 2025.pdf

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BYRON COMMUNITY NEWS
— BROUGHT TO YOU BY BYRON EDA AND CITY HALL —

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Byron sees more businesses coming

■ Story & Photos by Gretta Becay

Construction, dirt work, and renovations started in November for new Byron businesses.

1. A mixed-use recreation and family entertainment facility is being built at 1200 Fourth St. NE, east of Fareway Meat and Grocery. Plans for the facility include two basketball courts, shooting cages, an indoor playground, and classrooms for school-aged childcare.

2. A suite inside the Byron Towne Square strip mall at 1067 Fourth St. NE, is being renovated for a hockey training facility. The facility will focus on youth hockey development and will offer training sessions and small-scale competitions; primarily 3-on-3 games.

3. A vehicle dealership is now located at 11 Second Ave. SW. The owners plan to operate a small used car dealership at that location with an inventory of 10-15 vehicles on-site at any given time.

4. A mixed-use commercial development is planned for the acreage at 414 Tenth Ave. N., (north of the Byron Towne Square strip mall). The plan right now potentially includes a hotel, a restaurant, storage units and other facilities. Discussions about the development will continue as things develop.







Friendly Reminder:

Let's Keep Our Sidewalks Safe and Accessible!

City Code requires that snow, ice, dirt, and debris be removed from public sidewalks within 48 hours of being deposited. This helps keep our community safe for pedestrians and welcoming for everyone.

Please take a few minutes to clear your sidewalks and do your part in creating a safe, walkable city. Thank you for helping us keep Byron safe and beautiful!



Help keep fire hydrants clear this winter

As winter blankets our community with snow, it's crucial to keep fire hydrants accessible

In an emergency, every second counts! If hydrants are buried under snow, firefighters lose valuable time accessing water. Let's work together to keep our community safe!

Here's how you can help:

- Clear a 3-foot radius around hydrants near your home.
- Make sure hydrants are visible from the street (not buried under snowbanks).
- Lend a hand to neighbors who may need help clearing their hydrant.

Your small efforts can make a big difference!

Byron 2026 levy approved

■ Story by Gretta Becay

At their December meeting, after the Truth in Taxation presentation and a public hearing, the Byron city council members approved the 2026 final levy of $6,638,568.

Byron's Tax Rate decreased from 60.60 to 60.08 due in large part to the 12+% increase in taxable valuation generated by new and increased valuations throughout the community. During the presentation, it was noted that at the end of 2024, Byron's population was 6,961.

To date, the city has issued building permits totaling about $8.4 million. That includes 18 new homes, as well as decks, additions, alterations, and miscellaneous permits.

Council members also talked about planned capital projects for 2026 including a roundabout at the Fourth St. NE and Tenth Ave. NE, an expansion to the fire hall, upgrades to the pool, athletic fields, and other open space improvements, and other projects.



CITY OF BYRON MISSION STATEMENT
To provide valued public service and guide the city with innovative thinking toward smart growth.

BrrrFest 2025 was a Success!



■ Story & Photo by Gretta Becay

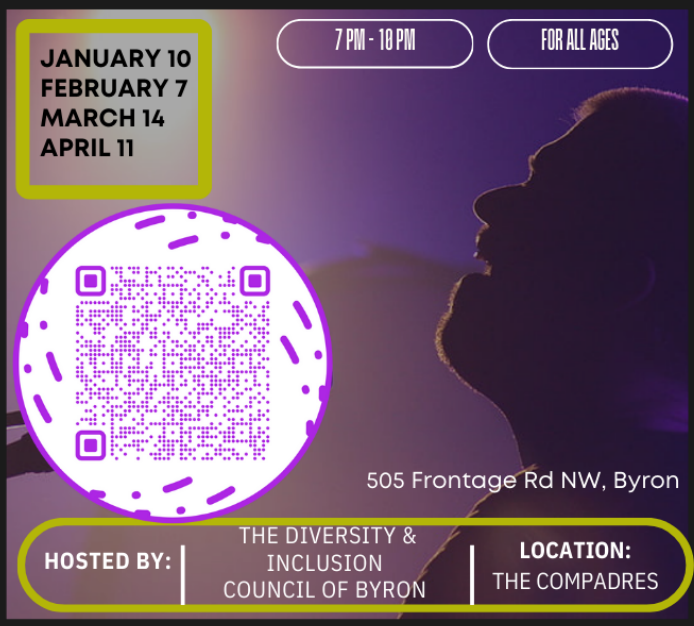
Even with the below-zero temperatures, Byron residents and visitors turned out in force to take part in BrrrFest, the city's winter festival. Businesses throughout the community held open houses with treats, activities, and sales and Saturday morning, Dec. 13, Breakfast with Santa at the Community Education Center was held with delicious food, activities and Santa.

The festival wrapped up with a vendor fair, a light parade and fireworks. Santa led the parade in a Byron Fire Department truck. He then handed out treats provided by Fareway at the Byron Community Recreation Center parking lot to those parked and waiting for the spectacular fireworks display. It was a wonderful fun-filled festival.

For more pictures and to view the sponsors of this event, please visit **www.byronmnchamber.com**

OPEN MIC NIGHT

PROVIDING AN OPPORTUNITY FOR EMERGING MUSICIANS, COMEDIANS, POETS AND OTHER PERFORMERS TO PRACTICE THEIR CRAFT AND GAIN EXPERIENCE IN FRONT OF A LIVE AUDIENCE.



DEADLINE TO REGISTER IS 3 DAYS BEFORE EVENT:

- Scan the QR Code or
- https://forms.gle/L9eRUhCkT6Tb7ARk6



Diwali Festival of Lights held at BHS

■ Story & Photos by Gretta Becay

On Nov. 8, hundreds of people attended a 2025 Diwali Festival of Lights celebration held in the auditorium at Byron High School. Byron city council member Justin Blom served as the local official. In this picture, he lights one of the ceremonial lamps to start the event.

It was noted, "The Festival of Lights symbolizes the spiritual victory of light over darkness, good over evil, and knowledge over ignorance."

The event is hosted by the Indian Cultural Association of Minnesota. The audience was entertained with colorfully costumed dancers and singers and the lights, colors and vibrant energy lit up the big auditorium.



AGENDA ITEM NO. 5.c

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Conflict of Interest Form

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: These will be at your seats during the meeting. This will need to be filled out and returned to staff.

Preparer: Kelli Luhmann

ATTACHMENTS:
Conflict of Interest Form.pdf

Procurement Conflict of Interest Form

City of Byron

Conflict of Interest and Related Party Policy/Purchaser Representation of Byron

Individuals employed by the City of Byron authorized to purchase goods and services (collectively, "Purchasers") for the City hold positions of trust and are required to act in the best interests of the City. Each Purchaser shall avoid any activity that impairs or would reasonably appear to impair the ability to perform their duties with Byron and objectivity.

Purchasers are required to complete this form annually to help prevent potential conflicts of interest.

Avoiding Even the Appearance of Impropriety

- Purchasers shall not, by their conduct, provide a reasonable basis for the impression that any person can improperly influence them or unduly enjoy their favor in the performance of their duties, or that they are affected by the kinship, rank, position, or influence of any party or person in the performance of their duties.
- Purchasers shall not use, or attempt to use, their position to secure unwarranted privileges or exemptions for themselves or others.
- Purchasers are strictly prohibited from accepting a bribe or succumbing to other attempts to exert undue influence with respect to the Purchaser's job responsibilities.

Compliance with Law, Policies and Procedures

Purchasers shall comply with:

- The **Conflict of Interest and Related Party Policy ("Policy")** below, and
- The **City of Byron Personnel Policy Handbook**.

In the event of a conflict between policy and applicable law, the applicable law shall take precedence.

Conflicts of Interest

Generally, a conflict of interest exists whenever a person serving the public may gain a private advantage, financial or otherwise, through their public capacity, or when there is otherwise a conflict between the public obligations and the private interests of the public employee. An individual may have a conflict of interest even though a private advantage was not sought or actually gained.

A Purchaser has a "Direct or Indirect Financial Interest" in a current or prospective supplier or service provider of the City if the Purchaser has an ownership or other financial interest in the supplier or service provider; or any relationship, contractual or otherwise, with the supplier or service provider which could result in a monetary or non-monetary gain to a Purchaser from a transaction between the supplier or service provider and the City. "Other Interests" of a Purchaser means serving as a compensated or uncompensated director, officer, consultant, broker, agent, employee or representative of any business entity proposing to conduct business with the City.

Purchases from Related Parties

Conflicts of interest include purchases from Related Parties. In the course of their duties as City employees, Purchasers shall not knowingly solicit or acquire goods or services from a Related Party. A

supplier or service provider in a proposed procurement with the State is a Related Party of a Purchaser conducting the procurement if the Purchaser:

- Has any Direct or Indirect Financial Interest or Other Interest, as such terms are defined above, in the supplier or service provider; or
- Controls or actively influences the activities of the supplier or service provider, or has an immediate family member who owns or controls or actively influences the activities of the supplier or service provider. For purposes of this Policy, “immediate family member” includes a spouse, domestic partner, direct descendant, direct ascendant (parent, grandparent, great-grandparent, etc.), sibling, dependent, or member of household; or
- Has an immediate family member who is employed by the supplier or service provider in a management or sales capacity.

Assignment of Projects Involving a Related Party Conflict of Interest

- If a procurement project would involve a Purchaser who has, or potentially may have, a Related Party conflict, the staff member shall report this to the City Administrator, who, in turn, will assign the procurement project to a Purchaser not having a Related Party conflict.
- If a procurement project would involve a Purchaser from another City Department who has, or potentially may have, a Related Party conflict, the Purchaser shall report this to its Department Supervisor. The agency shall then assign the procurement project to a staff member who does not have a Related Party conflict. If the agency fails to do so, the Purchaser shall contact the City Administrator. If a Related Party issue involving a Purchaser is discovered either during the procurement process or after the City has entered into a contract with the Related Party, the matter shall be referred to the City Administrator or the Purchaser’s Department Supervisor as described above. The City Administrator or Purchaser’s Department Supervisor will review the matter and determine the appropriate response and actions with respect to the Purchaser, the procurement process, and the contract with the Related Party.

If a Purchaser conducts a known Related Party transaction, or fails to disclose a Related Party conflict, the Purchaser may be subject to discipline up to and including termination.

Disclosing a Real, Apparent, or Potential Conflict of Interest

Purchasers are required to disclose all real, apparent, or potential conflicts of interest for review in three instances:

1. **Annual Disclosures**: At the beginning of each calendar year, or as new reportable interests are obtained or reportable activities occur, Purchasers shall report Direct or Indirect Financial Interests or Other Interests that pose or may pose a real, apparent, or potential conflict of interest via this form to the City Clerk/Treasurer.
2. **Disclosure of Related Parties**: At the beginning of each calendar year, Purchasers shall provide written notice of any known Related Party in which they hold a Direct or Indirect Financial Interest or Other Interest via this form to the City Clerk/Treasurer.
3. **Situational Disclosures**: Purchasers shall report to the Purchaser’s management any Direct or Indirect Financial Interest or Other Interest that may pose a conflict of interest under this Policy as they arise. Such situational disclosures shall be made as soon as practicable after the individual learns of the real, apparent or potential conflict of interest. When a disclosure is made under this Policy, the actual, apparent, or potential conflict of interest will be reviewed by the Purchaser’s Department Supervisor. If a conflict of interest is found to exist, appropriate steps shall be taken by the parties to reduce or eliminate the conflict of interest.

Purchaser Disclosures

Pursuant to Policy, Purchasers should provide the following two conflict of interest disclosures annually and as new reportable interests are obtained or new reportable activities occur. This should include any and all employment relationships.

1.) Describe any Direct or Indirect Financial Interest or Other Interest you have that poses or may pose a real, apparent, or potential conflict of interest under the Policy. (If none, state "*None*")

_____

_____

2) List any known Related Party in which you hold a Direct or Indirect Financial Interest or Other Interest. (If none, state "*None*")

_____

_____

REPRESENTATION OF BYRON

The undersigned Purchaser provides the following representations:

- I understand that the reporting requirements apply to any business in which I have a Direct or Indirect Financial Interest or Other Interest, as such terms are defined above and in the Policy.
- In the course of my employment as a Purchaser, I will not knowingly solicit or acquire goods or services from a Related Party, as such term is defined above and in the Policy.
- I do not have a Direct or Indirect Financial Interest or Other Interest in any vendor providing goods and/or services to any City Department except as disclosed above.
- I do not have a Related Party relationship with any vendor providing goods and/or services to any City Department except as disclosed above.
- I will maintain Byron in all matters related to my work as a Purchaser. The disclosures I have provided in these Representations are true and accurate as of the date of my signature below. If circumstances requiring disclosure under the Policy arise during the coming year, or if I am inadvertently involved in a transaction involving a supplier or service provider that would require a disclosure of a conflict of interest under the Policy, I will promptly notify my Department Supervisor and file an updated Representation of Byron disclosing the conflict.

VIOLATION OF POLICY

In addition to any penalty contained in any provision of federal or State law or policy, individuals who violate any of these Policy provisions may be subject to discipline up to and including termination.

ACKNOWLEDGMENT OF EMPLOYEE

I have read and understand this City of Byron Conflict of Interest and Related Party Policy, the Purchaser Representation of Byron, and the specific statutes, policies and procedures referenced in the Compliance with Law, Policies and Procedures section above. I agree to report promptly any Direct or Indirect Financial Interest or Other Interest and any Related Party situation that arises during my employment with the City of Byron and, in all other respects, to comply with this Policy and its procedures.

Printed Name _____ Signature _____

Department _____ Date _____

AGENDA ITEM NO. 7.a

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Resolution 2026-01 - 2026 Fee Schedule

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Approve the recommended changes in red. If the fee is blank in the 2026 column, the 2025 fee is to carry forward.

Preparer: Kelli Luhmann

ATTACHMENTS:
RES 26-01 - 2026 Fee Schedule - Draft.pdf

RESOLUTION 2026-01

A RESOLUTION SETTING LICENSE AND COMPENSATION FEES

BE IT RESOLVED, by the Byron City Council, that the following fee schedule be fixed and uniformly enforced for issuance of licenses and permits and other City Services, effective January 13, 2026.

** Changes are written in Red

ADMINISTRATIVE FEES	2025 Fee	2026 Fee	
Administrative Fee	$50		
~~Call in Payment - Service Charge~~	~~$5~~		
Copies	$0.25		per page 8½ x 11 - Black/White
	$1.25		per page 11 x 17 - Black/White
	$0.50		per page 8½ x 11 - Color
	$1.50		per page 11 x 17 - Color
Invoice Fees			
Minimum Invoice Fee	$10		
Late Penalty	10% net 30 days		$5 minimum
Mileage Reimbursement	IRS set rate		~~70.0~~ 72.5 cents per mile for 2026
NSF, Closed Accounts, Stop Payments, Charge Backs	$35		per incidence
Ordinance Revision	$300		
Public Data Information Request	$50	Staff Hourly Rate	~~per hour~~ Minimun $50
Special Assessment Search	$25		
FIRE SERVICES	**2025 Fee**	**2026 Fee**	
General Service Call - First 2 Hours	$500		
Each Additional Hour	$250		
Smoke & Fire Alarm/Carbon Monoxide/Lift Assist Calls - May not be billed for 1st call but if additional calls occur they may be billed	$250		
Request for Assistance (Minimal/no equipment)	$250		
Smoke Odor in Building	$250		
Direct Expense Replacement (Foam/other equipment used, lost or broken)	Actual Cost		
Mutual Aid Costs or other services provided from other Fire Departments	Actual Cost		
Training Burns:			
Brush pile - First 4 hours	$250		
Each Additional Hour	$250		
Grass Burn (up to 5 acres) - First 4 hours	$250		
Each Additional Hour	$250		
Grass Burn (over 5 acres) - First 4 hours	$500		
Each Additional Hour	$250		
Structure Burn (owner responsible for inspection)	$750		
Burn Permit/Prairie Grass	$50		
Pool and Ice Rink Filling	$100/2,000 gal		
LAND USE FEES	**2025 Fee**	**2026 Fee**	
Administrative External Meetings (Township)	$100		per meeting
Appeal	$150		
Annexation Fees			
Less than 1 Acre	$350		plus Consultant time
1 to 10 Acres	$425 + $30 per acre		plus Consultant time
11 or more Acres	$700 + $30 per acre		plus Consultant time
Accesory Dwelling Unit (ADU)	$300		plus Consultant time
Concept Plan / General Development Plan	$500		plus Consultant time
Conditional Use or Interim Use Permit	$350		
Conditional Use or Interim Use Permit Revisions	$100		
Consultant Fees	Actual		
Developer's Escrow	Based on Project Size		
Final Plat			
Engineering Deposit	$20,000		Minimum (depending on plat size)
Application Fee	$300 + $20 per lot		plus Consultant time
Grading Permit	$100		plus Consultant time
Meets and Bounds	$485		
Parkland - Builder	$500		per living unit
Parkland Acquisition	$450		per lot at final plat approval
Preliminary Plat Application Fee	$520 + $20 per lot		plus Consultant time
Preliminary Plat App w/PRD or PUD	$500		in addition to above
Replat	$350		plus Consultant time
Rezone	$400		
*Storm Water Fee - Residential	$437	$462	per lot at final plat approval
*Storm Water Fee - Commercial	$3,176	$3,356	per acre-Multi-family development calculated case by case

*Transportation Improvement District (TID)	$3,660	$3,868	per developable acre
Vacation of Easement or Alley (includes recording)	$400		
Variance Request (includes recording)	$400		
TEP Panel/Wetlands	$1,000		Plus Consultant if above fee
Miscellaneous Fee			

A miscellaneous fee shall be paid by the applicant for land use application expenses which the City incurs in regard to the review processing of that application, and which exceeds the application fee. Such expenses may include, but are not limited to, direct City payroll and overhead costs, fees paid to consultants/professionals, and the cost of printing, mailing and supplies. Such miscellaneous fees shall come due immediately upon notification by the City. The City shall provide, upon request of the applicant, a breakdown of the various expenses incurred by the City. The City may withhold any final action on a land use application and/or rescind prior actions until all miscellaneous fees are paid in full. The City may request additional deposits if deemed necessary.

UTILITIES	**2025 Fee**	**2026 Fee**	
Water			
Safe Drinking Water Connection	$0.81	$1.27/mo	Set by MN Dept of Health
Water Meter - New Construction	Actual Cost + $50		Meter setup charge
Water Meter - 2nd Meter	Actual Cost + $50 + trade permit fee		Meter setup charge - trade permit fee charged if not part of orginial permit
Water Meter Coupler	Actual Cost		Each
Reconnection Fee			
During regular business hours	$75		
After regular business hours	$175		
*Water Availability Charge (WAC) - Developer	$1,434	$1,515	per developable acre
*Connection Charger - Builder			
*Residential	$1,481	$1,565	1 - 3 Units
	$1,185	$1,252	per unit - 4 or more units
*Commercial/Industrial under 10,000 gallons	$1,750	$1,849	
*Commercial/Industrial over 10,000 gallons	$2,086	$2,204	
Straight Piping (Tapping) or Tampering with meter	$1,000		
~~Bulk Water for local projects/ Other Govt Agencies~~	~~$10~~		~~per thousand gallons~~
~~Bulk water for projects outside of Byron city limits~~	~~$15~~		~~per thousand gallons~~
Bulk Water	$15	$15	per thousand gallons
Drive-way Shut-off Protector	$55.00		
Water Meter Base Replacement	Actual Cost + $50		Dependent on meter size+$50
Backflow Prevention Inspection	$100/monthly		failure to provide per MDH and State plumbing code
Sewer			
*Sewer Availability Charge (SAC) - Developer	$1,480	$1,564	per developable acre
* Connection Charge - Builder			
*Residential	$1,885	$1,992	per unit
*Multi-family	$2,566	$2,711	1 - 3 units
*Multi-family	$2,053	$2,169	per unit - 4 or more units
*Commercial	$2,151	$2,273	per unit
*Industrial	$2,411	$2,548	per unit
*Sewer Availability Charge in Special District			
Co Rd 3 Lift Station; Option 3 (Estimate)			
*Developer	$1,976	$2,088	per acre
*Builder	Same as Standard SAC	Same as Standard SAC	
Hwy 14 Sewer Lift Station (Estimate)			
*District (SACSD) (S Hwy 14) - Developer	$4,852	$5,127	per acre
*Builder	Same as Standard SAC	Same as Standard SAC	
Special Sanitary Discharge Fee	$500 + $10		per 1000 gallons
LICENSE AND PERMIT FEES	**2025 Fee**	**2026 Fee**	
Addressing Fees	$200		
Alcoholic Beverages			
Intoxicating Liquor, Off-Sale	$250		
Intoxicating Liquor, On-Sale	$2,640		
Non-Intoxication, Off-Sale	$100		
Non-Intoxication, On-Sale	$240		
Sunday Liquor License	$200		
One Day Liquor License	$25		
On-Sale Wine	$600		
2AM Close	$200		
Club License			
50-200 Members	$300		
201-500 Members	$500		
501-1000 Members	$650		
Compliance Check			
1st Offense in 24 months	$500		

2nd Offense in 24 months	$1,000		
3rd Offense in 24 months	$1,500		
Animals			
Dog/Cat Lifetime License	$25		
Dog Pick-up Fee with License	$50		~~1st office for year is free if tag present~~
Dog Pick-up Fee without License	$75		
Dog Pick-up Fee After Hours	$125		
Dog Boarding	$40 + tax		per day
Tag Replacement	$10		
Kennel License (more than 3 dogs or cats)	$100		
Dangerous Animals	$500		per year
Bee Permit Application			
1st time applicant	$50		
Renewals	$20		per year
Cannabis Registration Fee	$500		
Cannabis Renewal Fee	$1,000		
Cannabis Registration Fee Violation	$2,000		
Cannabis Registration Temporary Event Fee	$75		Per Day
Charitable Gambling Investigation	$100		
Chicken Permit	$20		every 3 years
Conduit Financing	1/4 of 1% of the proposed issuance amount		minimum depost of $3,000 and a maximum deposit of $25,000
Crime Free Housing	$60		~~per year. 50% of fee waived if crime free certificate is current~~
Dance Permit - One Day - Club	$25		
Dance Permit - One Day - Non-Club	$50		
Donation Box - Unattended	$100		for profit buisnesses only
Garden Plots			
20 x 20	$30		
10 x 20	$25		
Golf Cart	$15		per year
Parade Permit	$25		
Parking Permit	$20 + $5 for 1st year		per year
Peddlers License	$150		per person for 5 days
Refuse Haulers Permit	$1,500		per year
Right of Way Permit			
Degradation Cost	Actual Cost		
Delay Penatly	$75		
Excavation Permit	$75		
Obstruction Permit	$75		
Sign Permit Application	$50		
Sign Impoundment	$20		
Sign Storage	$5		per day per sign (30/day max)
Special Event Signage Permit	$50		to be up for 10 days maximum
Street Sign Fees - Developer/Replacement	Actual Cost plus Labor		
Sign Post	Actual Cost plus Labor		
Tax Abatement Request Deposit	$5,000		Consultant time exceeding will be invoiced
TIF Request Deposit (Refundable)	$15,000		Consultant time exceeding will be invoiced
Transient Merchants			
Application Fee	$25 + Permit Fee		per vehicle
One Day Permit Fee	$25		
7 Consecutive Day Permit Fee	$50		
30 Consecutive Days Permit Fee	$100		
6 Months Permit Fee	$200		
1 Year Permit Fee	$300		
Tobacco License	$80		
Tobacco License Penalty			
1st Offense	$75		
2nd Offense	$200		
3rd Offense	$250		
PARK AND RECREATION	**2025 Fee**	**2026 Fee**	
Family Pass (Defined as members of the same household - parents or guardians and children aged 21 or younger)			
Resident (up to 5 people)	$130		
Non-resident (up to 5 people)	$150		
Single Pass			
Resident	$60		
Non-Resident	$70		
Daily Pass			

5 years of age and older	$5		
4 years of age and under	$2		
Punch Pass	$60		20 punches
Swimming Lessons			
Level 1-2	$35		
Level 3-6	$45		
Tots	$25		
Private (if staff is available -discuss with manager)	$70		per person
Pool Rental			
Deposit	$50		Non-Refundable
Hourly Rate	$100		per hour
Person Entry Rate	$5		per person
Field Rental (Soccer, Softball, Football, Baseball, Basketball)	$30		per field, per game - Byron Organizations
Field Rental (Soccer, Softball, Football, Baseball, Basketball)	$65		per field, per game - Non-Byron Organizations
Camp Fee	$100		per day, Non-resident groups only
Adult Softball League	$300		per team/season
Tournament Fees			
Deposit	$200		Refundable
Youth	$250		per day
Adult	$300		per day
Concession Stand Deposit	$300		Refundable - per year
City Staff Labor Rate	$20		per hour
Banner Sign Fee	$100		per year + cost of banner
PUBLIC WORK FEES	**2025 Fee**	**2026 Fee**	
Barricade Rental	$25 + $10 each		per/day includes delivered & pick up
Weed/Long Grass Eradication	Actual Cost + Admin Fee		Cost of 3rd Party Service
Byron will follow Olmsted County Equipment Usage Fees			
ZONING PERMIT FEES	**2025 Fee**	**2026 Fee**	
Decks, Accessory Structure without building permit	$35		
BUILDING PERMIT			
Byron will follow Olmsted County Building Permit Fees and Plan Review Fees			
*These policies have an adjustment factor that is modified annually based on the change in the Engineering News Record Construction Cost Index (ENR CCI) for Minneapolis which equates to 5.67%.			
Refund Policy: The City of Byron has a NO REFUND Policy			
Passed and adopted by the City Council of the City of Byron the 13th day of January 2026.			
	Attested:		
_____	_____		
Daryl Glassmaker, Mayor	City Administrator Al Roder		

AGENDA ITEM NO. 7.b

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE:	January 13, 2026
Originating Dept:	Administration
Introduction:	Resolution 2026-02 - Accepting a Donation to the First Responders
Request for Action:	Approve Resolution 2026-02
Background /Justification:	This donation is from an anonymous donor and is for the amount of $500.00. The donation will be placed in the First Responders Capital Fund Account.
Fiscal Impact:	$500.00
Staff Recommendation:	Approve Resolution 2026-02 accepting the donation to the First Responders.
Preparer:	Robby Horsman

ATTACHMENTS:
RES 26-02 - Accepting Donation - First Responders.pdf

RESOLUTION 2026-02

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 donation(s): and

Name of Donor	Amount	Purpose
Anonymous	$500.00	Byron First Responders C.I.P Purchases

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 placed in the First Responders Capital Fund Account.
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 13th day of January 2026.

Attested:

_____ _____

Mayor, Daryl Glassmaker City Administrator, Al Roder

AGENDA ITEM NO. 7.c

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE:	January 13, 2026
Originating Dept:	Administration
Introduction:	Resolution 2026-03 - Accepting a Donation - Pickleball Courts
Request for Action:	Approve Resolution 2026-03
Background /Justification:	DeCook Excavating covered the cost of $17,241.25 on invoice #30248. The invoice was for materials/services provided by DeCook Excavating on the Byron Pickleball Courts.
Fiscal Impact:	$17,241.25
Staff Recommendation:	Approve resolution 2026-03
Preparer:	Robby Horsman

ATTACHMENTS:
RES 26-03 Accepting Pickleball Donations.pdf
DeCook Excavating Invoice #30248

RESOLUTION 2026-03

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:

Name of Donor	Amount	Purpose
DeCook Excavating	$17,241.25	Pickleball Courts Project

(Invoice #30248 attached - covered by DeCook Excavating)

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. Invoice #30248 would have been paid with funds from the project fund specified for the pickleball courts project.
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 13th day of January 2026.

Attested:

_____ _____

Mayor, Daryl Glassmaker City Administrator, Al Roder

PO Box 69
Byron MN 55920
507.361.4870

Invoice

Please include invoice number and full company name on your check. Thank you!

Invoice Date	12/22/2025
Invoice #	30248
Terms	Net 30

Bill To

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

Project

20th St NE,
Byron, MN 55920

Job #	364-25C

Description	Quantity	Rate	Amount
Byron Pickleball Courts Delivered Price Screened Sand Class 5 road rock	1	17,241.25	17,241.25
Olmsted County/Minnesota Sales Tax		7.375%	0.00

Payment Options:
Mail Check: PO Box 69, Byron, MN 55920
Credit Card: Call 507.361.4870. 3% fee will be added to all invoices over $2,500. Fee will not be waived if splitting the invoice into smaller payments.
Online Bank Transfer (ACH) by clicking 'Pay Now' on emailed invoice
*Please include invoice number with payment
*Call the office with any discrepancies on balance due before making payment

*1.5% monthly service charge will be added to all past due accounts.

Total: $17,241.25

AGENDA ITEM NO. 7.d

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Resolution 2026-04 - 2026 Appointments

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation:

Preparer: Kelli Luhmann

ATTACHMENTS:

AGENDA ITEM NO. 7.e

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Resolution 2026-05 - Increasing the Water and Sewer Rate Schedule

Request for Action: Approve Resolution 2026-05

Background /Justification: In 2024, the City Council approved water and sewer rate studies which called for increases each year for the next 5 years. This resolution outlines the increases to water rates at 5% and sewer rates at 4% for 2026. This includes both base and flow rates.

The rate increases help the City to be able to fund operating and capital projects sufficiently. The funds are reviewed and monitored annually.

Fiscal Impact:

Staff Recommendation: Approve Resolution 2026-05 to increase the water and sewer rates as proposed

Preparer: Cami Reber

ATTACHMENTS:
RES 26-05 - Water Sewer Rates.pdf

RESOLUTION 2026-05

A RESOLUTION INCREASING THE WATER AND SEWER RATE SCHEDULE FOR THE CITY OF BYRON

WHEREAS, the City of Byron has a fiscal responsibility to maintain proper cash flow in the enterprise funds; and

WHEREAS, the Byron City Council previously approved water and sewer rate studies with recommendations to increase water and sewer rates annually for the next 5 years in order to sufficiently cover operating and capital improvement costs; and

WHEREAS, the water base and flow rates will increase by 5% and the sewer base and flow rates will increase by 4%.

NOW THEREFORE BE IT RESOLVED, by the Byron City Council that the following rates will take affect starting with the February 2026 utility billing:

Water Base Fee (Determined by Meter Size):

Meter Size	5/8"	3/4"	1"	1½"	2"	3"	4"	6"
Base Fee	$8.40	$12.60	$21.00	$42.00	$67.20	$100.80	$151.20	$210.00

Water Base Fee for 2nd meter: 1.5 times the base fee charge

Water Flow Rate is as follows (Charge per 1000 gallons):

0 to 11,999 gallons	$ 4.08
12,000 to 18,999	$ 5.04
Exceeding 18,999	$ 5.61

Water Flow rate for 2nd Meter (Charge per 1000 gallons):

0 to 24,999	$5.61
Exceeding 24,999 gallons	$7.65

Sewer Base Fee: $19.50 per connection

Sewer Flow Rate (Charge per 1,000 gallons of water used): $7.84
**Residential accounts cap usage at 12,000 gallons

Passed by the Byron City Council this 13th day of January 2026.

Attested:

_____ _____

Mayor Daryl Glassmaker City Administrator Al Roder

AGENDA ITEM NO. 7.f

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE:	January 13, 2026
Originating Dept:	Administration
Introduction:	Resolution 2026-06 Resolution Approving Signatories for Bank Accounts and Allowing Facsimile Signature for Certain Signatures
Request for Action:	Approve Resolution 2026-06
Background /Justification:	Annually, the city should review its approved signatories and make any needed changes. This resolution establishes the signatories required on financial documents and allows for facsimile signatures on certain things for 2026.
Fiscal Impact:	
Staff Recommendation:	Approve as presented
Preparer:	Cami Reber

ATTACHMENTS:
RES 26-06 Financial Signatories.pdf

RESOLUTION 2026-06

A RESOLUTION UPDATING SIGNATORIES FOR CITY BANK ACCOUNTS AND ALLOWING FACSIMILE SIGNATURE FOR CERTAIN SIGNATORES

WHEREAS, the City of Byron has established financial accounts wherein may be deposited any of the funds of the City of Byron whether represented by cash, checks, note, or evidences of debt and from which withdrawals may be made in the name of the City of Byron by duly authorized officials of the City; and

WHEREAS, Minnesota Statutes, section 47.41 permits the City to authorize its depository banks to accept facsimile signature of any officer or other person authorized to sign checks or other orders for public funds on deposit; and

WHEREAS, Minnesota Statutes, section 47.42 authorizes the City to insure depositors against losses arising from any unauthorized use of such facsimile signatures; and

WHEREAS, if the City insures depositors against losses arising from the misuse of facsimile signatures, under Minnesota Statutes, section 47.42 the authorized signers shall not be personally liable for losses arising from the misuse

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

Section 1. Powers Granted
The City Council of the City of Byron Minnesota authorizes the officials and employees named below to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with F&M Bank, First Security Bank, 4M Fund and Moreton Capital Markets. Signatures from at least two of the three officials/employees named below are required in order to endorse a check and order or otherwise withdraw or transfer funds.

Section 2. Appointment of Authorized Officials/Employees
The following persons are officials or employees of the City of Byron and the signatures hereon are true signatures of such officials and employees ("Authorized Officers").

NAME	TITLE
Daryl Glassmaker	Mayor
Al Roder	City Administrator
Camille Reber	Finance Director

Section 3. Electronic Payments, Transfers, and Approvals.
The listed Officials/Employees are authorized, in regard to their respective offices and pursuant to Minnesota Statutes, section 471.381, to make electronic payments and to make electronic or wire transfers on the City's behalf. The City Administrator, or their designee, may make

electronic or wire transfers of funds to and from the city's accounts for investment purposes when authorized by the City Council. The City Administrator, or their designee, is authorized to use electronic approvals, which have the same validity and consequences as an actual signature, provided that promptly after having established an electronic approval process the City Administrator provides the City Council written notice of such authorization and the relevant details so the City Council can reasonably monitor all such electronically approved transactions. The City Administrator, or their designee, shall provide the City Council a written record of all transactions they approved electronically at the next City Council meeting.

Section 4. Facsimile Signatures

The following Authorized Officer(s) may develop a facsimile signature stamp for use by another Authorized Officer in the person's absence and in accordance with the limitations the person establishes for the use of such stamp:

Mayor Daryl Glassmaker

F&M Community Bank is hereby authorized to accept such facsimile of the person's signature as though it bore the person's manually written signature and to presume the facsimile signature was used with appropriate authorization. Only the City Administrator may be allowed to use facsimile signature stamp on behalf of an Authorized Officer and then only in accordance with the authorization provided and only upon checks issued to pay properly approved claims. All other uses of a facsimile signature shall be prohibited. The City Administrator is bonded through the City's insurer in an amount acceptable to the City Council and the use of a facsimile signature on behalf of another Authorized Officer is limited to the City Administrator.

Section 5. Account Restrictions.

The following restrictions shall apply:

a. A check purported to be drawn on any of the City's accounts shall not be honored if it does not contain two Authorized Officers' signatures.
b. No cash withdrawals shall be allowed from any of the city's accounts. Only a petty cash check may be cashed by an authorized official with the required backup and Council approval.
c. Funds may only be transferred for investment purposes or to pay the city's obligations. The transfer of funds into a private/personal account is prohibited.

Section 6. Filing Resolution and Authorizations.

The City Administrator, or his designee, is hereby authorized and directed to provide a copy of this Resolution to F & M Community Bank and First Security Bank, Byron. The original signed resolution will be on file at City Hall. The Authorized Officers are authorized to complete and execute such documents and authorizations as may be necessary to accomplish the purpose of this resolution.

Approved by the Byron City Council this 13th day of January, 2026.

Attest:

_____ _____

Mayor Daryl Glassmaker City Administrator Al Roder

AGENDA ITEM NO. 7.g

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE:	January 13, 2026
Originating Dept:	Administration
Introduction:	Resolution 2026-07 - Rezone Request - Byron Towne Square Lot 2, Block 4
Request for Action:	Approve Resolution 2026-07 as presented
Background /Justification:	EWR Byron Development Land is requesting to rezone 8.77 acres of their 22.81 acre parcel located in Byron Town Square from PRD-R2 to R-3. The developer has provided a concept plan for the entire property which includes apartment buildings, twin homes and townhomes. The rezone would allow for density requirements to be met for the apartment buildings. The developer in eager to serve a wider range of people in different states of life and financial positions with this concept.
Fiscal Impact:	
Staff Recommendation:	Approve Resolution 2026-07 for the rezone request for western half of the parcel located in Byron Towne Square, Lot 2, Block 4.
Preparer:	Kelli Luhmann

ATTACHMENTS:

RES 26-07 - Rezone EWR Byron Land.pdf
Exhibit A - Rezone.pdf
Rezoning Application_Redacted.pdf
20251212 25-179 EWR Byron Development Land Concept Layout.pdf

RESOLUTION 2026-07

A RESOLUTION APPROVING A REZONE REQUEST FOR BYRON TOWNE SQUARE LOT 2, BLOCK 4

WHEREAS, the City of Byron has received a request to rezone property to High Density Residential; and

WHEREAS, the property is legally described as;

That part of Lot 2, Block 4, BYRON TOWNE SQUARE, according to the recorded plat thereof, on file at the office of the Olmsted County Recorder, described as follows: Beginning at the southwest corner of said Lot 2, Block 4; thence on an assumed bearing of North 13°23'57" West, along the westerly line of said Lot 2, Block 4, which is also the easterly right of way line of 12th Ave. NE, 176.40 feet; thence northwesterly 188.19 feet, along said easterly right of way line and along a tangential curve, concave to the northeast, said curve has a radius of 840.00 feet, a central angle of 13°23'40", and the chord of said curve bears North 06°42'07" West 187.76 feet; thence North 00°00'17" West, along said easterly right of way line, 455.70 feet to the southerly right of way line of 6th Street NE; thence East, along said southerly right of way line, 500.06 feet to the westerly right of way line of 13th Ave. NE; thence South, along said westerly right of way line and its southerly extension, 764.16 feet to the south line of said Lot 2, Block 4; thence South 89°58'55" West, along said south line, 96.18 feet; thence southwesterly 345.83 feet, along said south line and along a tangential curve, concave to the southeast, said curve has a radius of 1200.00 feet, a central angle of 16°30'44", and the chord of said curve bears South 81°43'33" West 344.64 feet to the point of beginning.

The above described parcel contains 8.77 acres, more or less, and is subject to any easements, covenants, or restrictions of record.

WHEREAS, the Planning Commission of the City of Byron held a Public Hearing on January 6, 2026; and

WHEREAS, all required public notices regarding the public hearing were posted and sent; and

WHEREAS, the City of Byron Planning Commission recommended approval of the proposed zoning request; and

WHEREAS, the City Council of the City of Byron reviewed the matter at its meeting on January 13, 2026; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the following described property shown in Exhibit A to be rezoned to High Density Residential (R-3) and that the City Council of the City of Byron approves the request.

Approved by the Byron City Council this 12th day of January 2026.

Attested:

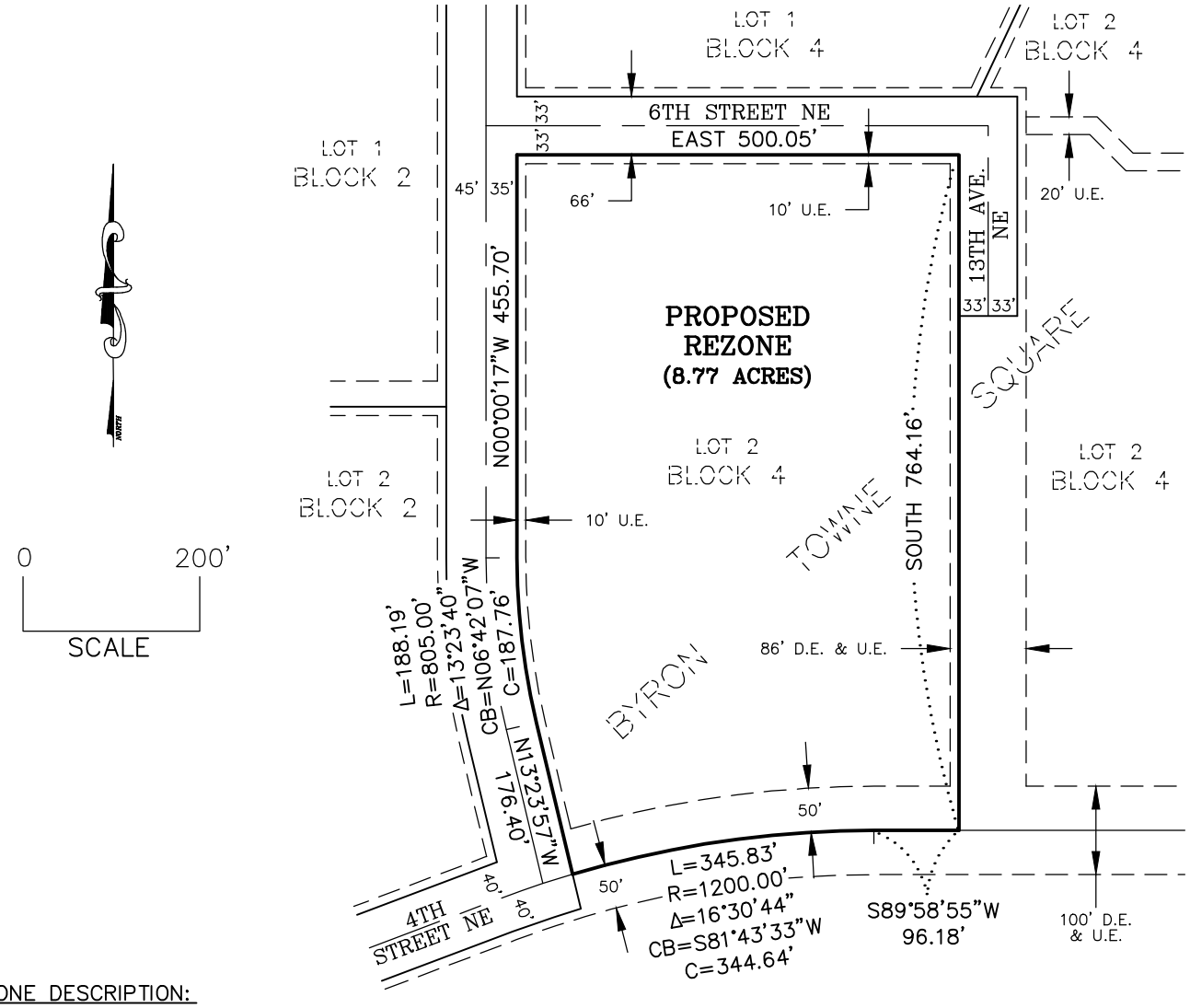
_____ _____

Daryl Glassmaker
Mayor

Al Roder
City Administrator

EXHIBIT A

REZONE EXHIBIT
BYRON TOWNE SQUARE
PART OF LOT 2, BLOCK 4



REZONE DESCRIPTION:

That part of Lot 2, Block 4, BYRON TOWNE SQUARE, according to the recorded plat thereof, on file at the office of the Olmsted County Recorder, described as follows:

Beginning at the southwest corner of said Lot 2, Block 4; thence on an assumed bearing of North 13°23'57" West, along the westerly line of said Lot 2, Block 4, which is also the easterly right of way line of 12th Ave. NE, 176.40 feet; thence northwesterly 188.19 feet, along said easterly right of way line and along a tangential curve, concave to the northeast, said curve has a radius of 840.00 feet, a central angle of 13°23'40", and the chord of said curve bears North 06°42'07" West 187.76 feet; thence North 00°00'17" West, along said easterly right of way line, 455.70 feet to the southerly right of way line of 6th Street NE; thence East, along said southerly right of way line, 500.06 feet to the westerly right of way line of 13th Ave. NE; thence South, along said westerly right of way line and its southerly extension, 764.16 feet to the south line of said Lot 2, Block 4; thence South 89°58'55" West, along said south line, 96.18 feet; thence southwesterly 345.83 feet, along said south line and along a tangential curve, concave to the southeast, said curve has a radius of 1200.00 feet, a central angle of 16°30'44", and the chord of said curve bears South 81°43'33" West 344.64 feet to the point of beginning.

The above described parcel contains 8.77 acres, more or less, and is subject to any easements, covenants, or restrictions of record.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

Geoffrey G Griffin

DATE 12/11/25 REG. NO. 21940

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

DATE OF SURVEY: 12-11-25

Prepared For:
EWR Byron Development Land LLC
51 Broadway N, Suite 600
Fargo, ND 58102

SHEET 1 OF 1 | FILE NO: 25-179

Byron MINNESOTA
Together, we grow.

Rezoning Application

For office use only	Receipt #_____
Date received in office_____/_____/_____	Application #_____
Approved _____/_____/_____	60-day deadline_____/_____/_____
Denied _____/_____/_____	120-day deadline_____/_____/_____

***DIRECTIONS*: PLEASE PRINT LEGIBLY & COMPLETE IN ITS ENTIRETY**

Address of Site/Property (input PID# if unassigned): PID# 75.33.11.082840 (address unassigned)

Section 1: Information

Applicant: EWR Byron Development Land, LLC
Contact person: Alex [redacted]
Address: 51 [redacted] Fargo, ND 58102
Telephone number: (701) [redacted]
Email address: alex [redacted] com

Property owner(s) of record: SAME AS APPLICANT
Address:
Telephone number:
Email address:

Legal description of property (digital preferred in .docx format):
See attached rezone exhibit (word doc included)

Present guided land use and zoning designation: Urban Service Area | PRD-R2
Requested zoning designation: R-3
Size of property (in acres): Parent parcel = 23.73 acres | Rezone area = 8.77 acres

Reason for request and proposed use of the property, should the request be granted, was zoning designation wrong, have times and conditions changed:
The reason for requesting a rezone from PRD-R2 of a portion of the parent parcel to R-3 is for entitlement and
preparation of future development of this sector into apartments. G-Cubed, Inc. has prepared a concept layout
of the parent parcel with apartments located on the southwest sector (proposed rezone area), twinhomes on the
southeast sector, and mixed density on the northeast sector. The 6th Street NE and 13th Avenue NE roadways
depicted on the exhibit would be dedicated to the public with standard 66ft right-of-way. The public, private
roadways follow in-place alignments of sanitary sewer and watermain infrastructure. Internal drives and
loop roads serving the apartments, twins, mixed density homes would likely be private with utility easements
blanketing sanitary sewer, and watermain infrastructure. These aspects would be further detailed at time of
future platting and design. The prepared concept layout does include density calculations (bottom left corner)
which meets current City code requirements.
The zoning designation of PRD-R2 over this tract is not necessarily wrong; the rezone provides the Owner/
Applicant more flexibility to serve a wider range of people in different stages of life and financial positions via
including apartments. With continued growth in Byron, Rochester (DMC) and the greater area, there is
increasing demand for rental vs outright purchase of properties, which having a sector of the tract zoned R-3
accommodates.

The applicant & owner hereby grant permission for the City's employees, officials and agents to enter onto the property that is subject to this application for the purposes of viewing the property and reviewing this request.

Applicant Signature: _____ Date: 12/11/25

Owner Signature: _____ Date: _____
(if different from applicant)

Section 2: Filing Requirements

The following information must be submitted prior to review by the City of Byron:

1. A completed application and applicable fees.
2. A scale drawing of the property and structures affected showing (digital required in .pdf format):
   a. Scale
   b. North arrow
   c. Dimensions of the property and structures
   d. Front, side and rear yard setbacks
   e. Adjacent streets
   f. Location and use of existing structures within 100 feet

Section 3: Submittal of Application and Fees

- Application fee: $400 – check made payable to City of Bryon
- Return this application and all required submittals to: planning@byronmn.com

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

Section 4: Criteria for Granting a Rezoning Request

In granting a Rezoning Request, the City Council shall consider the following:

1. The effect of the proposed use upon the health, safety, morals, and general welfare of occupants of surrounding lands;
2. Existing and anticipated traffic conditions including parking facilities on adjacent streets and lands;
3. The effect on values of property and scenic views in the surrounding area; and
4. The effect of the proposed use on the Comprehensive Plan.

*** Zoning must be in conformance to the Comprehensive Plan. If not, a Comprehensive Plan Amendment is needed.*

Section 5: Rezoning Request Process

- Upon receipt of an application and submittals, the City will notify you in writing if the application is considered complete or incomplete. If considered complete, you will also be notified of the proposed public hearing date.
- A public hearing will be held within 60 days at the Planning and Zoning Commission meeting.
- A public hearing notice will be sent out to all property owners within 350 feet of the proposed property.
- Staff and consultant reports (if applicable) will be prepared and available on the Friday before the City Planning and Zoning Commission meeting with the packet. The report(s) can be obtained on the City's website or by contacting City Hall at (507) 775-3400
- Questions may be addressed to the applicant from the Planning Commission or the public.
- **It is important that the applicant attend the meeting.**
- The Planning and Zoning Commission will make a recommendation to the City Council regarding the application.
- The City Council will either approve, deny or extend the request for another 60-days.

7TH STREET NE (C.R. 134)

Proposed 10' Bituminous Path

Proposed 10' Bituminous Path

Proposed 10' Bituminous Path

12TH AVE. NE

SUNDANCE CT NE

TOWNE SQUARE TOWNHOMES CIC #213

SUNDANCE CT NE

6TH STREET NE

UNPLATTED

B L O C K 4

2

B L O C K 4

BYRON TOWNE SQUARE

2

B L O C K 4

BYRON TOWNE SQUARE

13TH AVENUE NE

12TH AVE. NE

20' FRONT, SIDE, REAR YARD SETBACK APPLICABLE (CORNER LOT, ORD. SEC. 152.4)

REZONE BOUNDARY (SEE REZONE EXHIBIT)

4TH STREET NE

EX. 10' BITUMINOUS TRAIL

10' BITUMINOUS TRAIL

1

B L O C K 3

BYRON TOWNE SQUARE

OUTLOT B

BYRON TOWNE SQUARE

STORMWATER POND

BYRON TOWNE VILLAGE FIRST ADDITION

B L O C K 1

12

11

10

9

8

7

6

5

4

3

1

LAYOUT/DENSITY INFO:

APARTMENTS: 60 UNITS & 69 1ST LEVEL PARKING SPOTS EACH
8.36 ACRES; 2,024 SF/UNIT ACT; 2,000 SF/UNIT MIN

TWINHOMES: 46 UNITS
8.10 ACRES; 7,670 SF/UNIT ACT; 6,000 SF/UNIT MIN

MIXED/MULTIPLEXES: 44 TOTAL UNITS: 4X4–PLEX, 4X5, 1X8
5.55 ACRES; 5,495 SF/UNIT ACT; 2500 SF/UNIT MIN

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 IN = 60 FT

G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

ENGINEERING
SURVEYING
PLANNING
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

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.

JASON KAPPERS
DATE ____ REG. NO. 62741

DESIGNED JWK
DRAWN JWK
CHECKED MRW

REVISED	BY	DATE
FEAS. LAYOUT	JWK	09/05/25
REZONE APP.	JWK	12/12/25

BYRON TOWNE SQUARE CONCEPT LAYOUT

SHEET 1
OF 1 SHEETS

AGENDA ITEM NO. 9.a

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE:	January 13, 2026
Originating Dept:	Administration
Introduction:	Approve the Plans and Authorize the Ad for Bids - Byron Pool Repairs
Request for Action:	Approve the plans and authorize the ad for bids.
Background /Justification:	It was decided to have the pool resurfaced in order to gain a few more years out of it. Funds have been set aside in the CIP for this project. We will be doing a lump sum bid for this project and it shall include a full removal of the existing surfacing and a new coating on the surface. We will also be removing and replacing the lane tiles and patching any cracks in the concrete that are found.
Fiscal Impact:	CIP
Staff Recommendation:	Approve the plans and authorize the ad for bids.
Preparer:	Tom Ricke

ATTACHMENTS:
Ad for Bids - Byron Pool Repairs.pdf

ADVERTISEMENT FOR BIDDERS

Byron Pool Repairs

BYRON, MINNESOTA

2026

Public notice is hereby given that electronic proposals will be received by the City of Byron, Minnesota Until 2:00 p.m. on the 5th day of February, 2026, for furnishing materials and labor for construction of Byron Pool Repairs as described in plans and specifications thereof now on file in the office of the City Administrator. Proposals will be opened at 2:00 PM online. Proposals will be acted upon by the City Council at a meeting, beginning at 6:00 p.m., on the 10th day of February, 2026 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 Byron Pool Repairs together with related subsidiary and incidental work including miscellaneaous pool repairs.

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 10012944. 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 $25.00. 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 30 (thirty) days after the bids are opened.

Payment for said Byron Pool Repairs 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 percent (95%) of said estimate. Final payment of money due will be made in

cash no later than sixty (60) days after substantial completion. Date of substantial completion shall be determined by the date when construction is sufficiently completed so that the Owner or Owner's representative can occupy or use the improvement for the intended purpose.

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 complete all items on or before July 1, 2026.

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.

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 City of Byron, Minnesota.

/s/ Al Roder
City Administrator
City of Byron, Minnesota

AGENDA ITEM NO. 9.b

Byron, MN Flag

CITY OF BYRON, MINNESOTA

DATE: January 13, 2026

Originating Dept: Administration

Introduction: Delinquent Utilities

Request for Action:

Background /Justification:

Fiscal Impact:

Staff Recommendation: Attached is a list of residents that are 60 or more days delinquent. Ordinance states if payment is not received by 4pm the day prior to shutoff, they will be issued a $75 reconnection fee. Make approval to shut off residents on January 15, 2026 if payment is not received.

Preparer: Kelli Luhmann

ATTACHMENTS:
Memorandum

Memorandum

TO: Mayor and City Council

FROM: Kelli Luhmann

DATE: January 13, 2026

RE: Delinquent Utilities

Account Number	Name	Address	Past Due Balance
1009	Keith Hewlett	713 3rd Ave NE	$288.34
1013	Pam & Charles Bergerson	130 8th Street NE	$195.65
2064	Jonathan Loera	523 3rd Street NW	$286.19
2118	Gilbert Zziwa	809 3rd Street NW	$165.01
2156	Steve Olson	226 10th Ave NW	$262.07
2540	Bill O'Donnell	710 3rd Street NE	$191.39
3420	Heather Walters	313 2nd Ave NE	$137.45
3822	Jacob John	708 4th Street NE	$444.15
4201	Mary Ellen Lang	109 2nd Ave NW	$103.53

Per Byron City Ordinance Section 50, the next step is to **shut off** the above accounts on **Thursday, January 16 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.