

**City Council Meeting Agenda  
City Council Chambers  
July 10, 2017**

**City of Benson Mission Statement**

Benson is a forward looking community that values public safety,  
quality of life and treat people with dignity and respect.

Page		Action Requested
	1. 5:30 p.m. Call the Meeting to Order at the Benson City Council Chambers (Mayor)	
	2. Pledge of Allegiance	
	3. Approval of Agenda <b>Additions?</b> <input type="checkbox"/> None <b>1.</b> _____ <b>2.</b> _____ Any Consent Agenda items to be moved to a regular agenda item? Approval of Agenda ____ as Presented or ____ Revised	<b>Action Requested</b>
	4. Consent Agenda:	<b>Action Requested</b>
2-3	a. Minutes: <ul style="list-style-type: none"> <li>▪ 6.19.17 City Council Meeting</li> </ul>	
4-5	b. Correspondence: <ul style="list-style-type: none"> <li>▪ CVEC vs Glacial Plains Coop Information</li> <li>▪ Red Rock Hydroelectric Project Update</li> <li>▪ Minnesota State Demographic Center 2016 Population Estimate</li> <li>▪ Prom Afterbash Request to Waive Rental fee at the Armory</li> <li>▪ Tourism Budget</li> <li>▪ Public Works Report</li> </ul>	
6-7		
8-11		
12		
13-14		
15		
	5. Persons with unscheduled Business to Come Before the City Council	
16-27	6. Xcel Energy Public Utility Commission Filing & Agreement	<b>Action Requested</b>
	7. Public Nuisance Abatement <ul style="list-style-type: none"> <li>▪ 810 Kansas Ave. 28-30</li> <li>▪ 805 Kansas Ave. 31-33</li> <li>▪ 735 Kansas Ave. 34-36</li> </ul>	<b>Action Requested</b>
37-41	8. Consider Charter Communication Resolution Extending Terms	<b>Action Requested</b>
42-44	9. Small Cities Grant Award	Information Only
45-46	10. Rebuild Water Service on the 500 block of 14 <sup>th</sup> St. N.	<b>Action Requested</b>
47-49	11. Pay Request – Stantec – Dairy, Wastewater Plant, Gusty’s Rd. - \$6,695.00	<b>Action Requested</b>
50	12. Pay Request – Nolan Baker Ford – Bucket Truck - \$55,595.97	<b>Action Requested</b>
51	13. Pay Request – Hardrives – Mill & Bituminous Work	<b>Action Requested</b>
	14. Adjourn: Mayor	

<p>In compliance with the American Disability Act, if you need special assistance to participate in this meeting, please contact the City Manager’s office at 320-843-4775. Notification 48 hours prior to the meeting will enable the City of make reasonable arrangements to ensure accessibility to this meeting.</p>
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**DRAFT**

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING  
JUNE 19, 2017**

The meeting was called to order at 5:30 p.m. by Mayor Landmark. Members present: Terri Collins, Jack Evenson, Gary Landmark, Stephanie Heinzig & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Dan Gens, water/wastewater employee Preston Flolo, Police Chief Ian Hodge, Police Sergeant Paul Larson, Jon and Sara Reich, Reed Becker of WSN Architects and Jim Bach of Marcus Construction.

The Council recited the Pledge of Allegiance.

Mayor Landmark asked if there were any changes to the agenda. Wolfington added the nuisance abatement from the prior meeting, invited the council to see the new ladder truck after the meeting and new water employee introduction. It was moved by Evenson, seconded by Olson and carried unanimously to approve the agenda as revised.

It was moved by Collins, seconded by Evenson and carried unanimously to approve the following items on the Consent Agenda:

- June 5, 2017 City Council Minutes
- June 8, 2017 Police Report
- March 16, 2017 EDA Minutes
- May 18, 2017 EDA Minutes
- May 1, 2017 Planning Commission Meeting

The Mayor asked for people with unscheduled business. Jon and Sara Reich informed the council that they own a home at 809 Kansas Avenue and that three other homes in their neighborhood had dilapidated properties. They asked the council to take action to have the owners of these properties have them cleaned up. The council directed staff to review the properties and to report back.

Public Works Director Dan Gens introduced Preston Flolo to the Council as the new Water/Wastewater employee. The council welcomed him and wished him well in his new job.

Police Chief Ian Hodge reviewed the Project Cost Summary of bids received on the new police department building remodel. Some costs were not included in the bid process and needed to be added or allowed for. The final costs are higher than estimated however Reed Becker felt that getting this project done for around \$100 per square foot is very reasonable. Jim Bach reported that they would review the project for value construction items with each contractor to identify any potential savings. Unforeseen code requirements, added items, and time of year bidding were all seen as reasons for the costs being over estimates. It was moved by Evenson, seconded by Collins and carried unanimously to accept the following bids along with the total project budget estimate of \$660,940.

Cast in Place/Masonry	Mid Central Concrete, Inc.	\$90,056
General Contractor	Chester Contracting	\$269,000
Mechanical	Chappell Central, Inc.	\$100,016
Electrical	Community Electric, Inc.	\$82,133

Sergeant Larson approached the Council with a nuisance property report on 402 – 12<sup>th</sup> Street South that at the last meeting they had given an extra two weeks to complete the cleanup. Sergeant Larson reviewed a list of items still needing to be cleaned up, along with pictures of the property today. The City Manager informed the council that they have three options. Issue a citation, direct the city to clean it up,

or to give the homeowner more time. After discussion, it was moved by Evenson, seconded by Collins and carried unanimously to direct the city without a warrant of the court to enter the property and remove items 1-15 identified, dispose of them and to assess the costs of the cleanup to the property.

Motion was made by Evenson, seconded by Heinzig and carried unanimously to approve a new five year lease agreement with the Shamrock Hest Riding Club for the riding facility located on Lots 1-4, Block One Industrial Park Second Addition.

The City Manager reported that there is a Swift County city representative, board vacancy on the Upper MN Valley Regional Development Commission and that the Council could nominate one of their members to service if there was any interest.

A request to close entrances and alleys along and close to Darolds Super Value, Breens Pharmacy, and the First Security Bank was received in order to hold a Customer Appreciation Celebration on Friday July 21 from 5 pm to 9 pm. Motion was made by Collins seconded by Olson and carried unanimously to approve the request.

The City Manager reviewed a list of Local Road Grants and Surveys that he and Peggy Harter at Stantec are pursuing funding for the Benson Rail Improvements project. No action was taken.

Motion was made by Evenson, seconded by Heinzig and carried unanimously to approve a hole sponsorship for the Swift County-Benson Hospital Auxiliary Golf Outing on August 13, 2017 for \$150.

A request was received from the Humane Society of Swift County to hold a spay/neuter event in the Armory on Sunday and Monday the 6<sup>th</sup> and 7<sup>th</sup> of November. Motion was made by Collins seconded by Evenson and carried unanimously to approve the request and waive the rental fees.

A request was received from the Benson Women of Today to hold their 13<sup>th</sup> Annual Holiday Expo in the Armory on Saturday the 21st of October. Motion was made by Collins seconded by Olson and carried unanimously to approve the request and waive the rental fees.

The next agenda item was an offer to purchase land from the City by Eric Peterson. The parcel number is 23-0786-000 is adjacent to his property and he is offering \$1,500. The City Manager reported that the property is too small to be built upon and has trees and bushes grown up that Mr. Peterson would like to clean out. He recommended approval. It was moved by Evenson, seconded by Collins and carried unanimously to accept the bid for land as presented.

The City Manager reminded the council of the Coalition of MN Cities Conference to be held on August 2-4, 2017 in Fergus Falls. No action was taken.

Next was a pay request for work performed replacing the roof on the North end of the Civic Center. It was moved by Evenson, seconded by Olson and carried unanimously to approve the pay request in the amount of \$30,780.

The city Council reviewed the May Budget Report with no questions.

Upon motion by Evenson, seconded by Collins and carried unanimously to approve bills and warrants in the amount of \$787,217.36.

There being no further business to come before the Council upon motion by Olson, seconded by Collins and carried unanimously to adjourn the Council meeting at 6:10 p.m.

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Mayor

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City Clerk



270 20th St. NW  
Benson, Minnesota 56215

Phone: 320.843.4813  
Toll-Free: 800-450-4813  
Fax: 320.843.4800

[www.cvec.com](http://www.cvec.com)

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CHIPPEWA VALLEY ETHANOL COMPANY

June 19, 2017

Dear CVAC Shareholder:

*City of Benson owns storage*

This letter is to inform and update you as to the most recent developments in the continuing GPC v. CVEC case. Back in November of 2016 CVEC provided you an update after the ruling from the district court was released in favor of GPC. The court made no award of money, but instead said that CVEC needed to perform the contract.

Please recall that CVEC terminated the contract because: GPC was not performing satisfactorily, customers were unhappy with the service provided when delivering corn, and grain quality was continually a concern and was affecting plant operation. The un-contradicted testimony at District Court was that while delivering to GPC, CVEC members experienced wait times of up to 2 hours and often had scheduled deliveries turned away altogether because GPC was prioritizing its own deliveries over deliveries made on behalf of CVEC.

The district court ruled that CVEC must perform the contract, so CVEC moved forward with plans to connect a conveyor to GPC at a location GPC previously agreed to accept. CVEC would be footing the entire cost to comply with the court order and provide the connection. GPC refused several attempts and varying locations for a connection, even ones that they had themselves suggested during these negotiations of October 2016. This left CVEC with little choice and CVEC filed an appeal with the state appellate court and also filed a Motion for Clarification with the district court. A Clarification Motion is a request to the courts to provide additional insight into the ruling that they provided.

Prior to ever even constructing the grain storage site at CVEC there were discussions with GPC about how to connect the CVEC storage site to GPC. GPC provided guidance, but no connection was made because the parties could not decide who should pay for the conveyors and the connection. The location of this connection was fairly established at the time as being GPC bins 3 and 4. The structure of the Grain Handling Agreement suggests that GPC should make the capital investment and then include the cost as part of the handling fee, exactly how every other site change had been accomplished and how the original construction was dealt with in the contract. Since the parties had still not come to any agreement when CVEC terminated the Grain Handling Contract in June of 2014 no connection was pursued by either party. GPC after CVEC's termination, filed a lawsuit against CVEC. CVEC providing this previously discussed connection to GPC at no cost to GPC was CVEC's initial solution after the District Court Ruling. CVEC then went on to engineer several other options that GPC suggested, and we have any of those options ready to be constructed at CVEC's sole expense. GPC reneged on its earlier position and now insists that CVEC either pay a well-beyond-market-rate (without any calculated

justification) or force all of its members to deliver to GPC by truck, a situation we understand our members are reluctant to return to due to earlier poor service from GPC.

The fee for handling is very detailed in the contract, and delivery is only discussed as CVEC delivering to GPC no truck requirement is present or implied. Currently there would also be major MPCA permit changes that would need to happen for truck delivery to even be possible, and CVEC is understandably very hesitant to expose customers to that type of environment into the future. Most shareholders should remember how well that was working before. CVEC also made several monetary offerings to GPC. In the November letter to the shareholders reference was made to a \$13.6 million settlement offer over 20 years. In later discussions that same value was offered again over a 10 year period as well as discussions of an all cash up front option. These offers were all rejected by GPC.

The trial court denied CVEC's clarification motion, and did not decide the merits of the issue. Instead the court invited the parties to bring a new legal proceeding to resolve the issue, stating: "The request involves not clarification but resolution of new issues. Some issues that come up from time to time between these parties must be arbitrated; some can be litigated." The question of whether CVEC can deliver corn by conveyor or must require its members to deliver by truck thus remains undecided.

The local papers have made the ruling of the Appellate Court known. The District Court's ruling is affirmed. We would call your attention to the article that was printed in the West Central Tribune, while not fully correct in its copy, it is telling. In the article the paper provided thought of GPC attorney Jason Lina, "The ruling creates new law in Minnesota regarding these types of contracts." Our understanding is that the job of the appellate court to review and apply law, not create law. The job of the Minnesota Supreme Court is to create precedent or new law for the state. For this reason, CVEC will petition the Minnesota Supreme Court to review this case. While this is taking place, CVEC continues to stand ready to connect by conveyor to GPC and perform its duties under the contract and pay the contracted fees associated with GPC performing theirs. CVEC will also continue to be open to discussion of settlement in other forms.

Please be assured that we will continue to move forward with the Shareholders best interest as our focus.

Respectfully,

Dave Thompson – Dist #1

Dave Nagler – Dist # 2

Jan Lundebrek – Dist # 1

Chuck DeGrote – Dist # 3

Gene Fynboh – Dist # 1

Dan Benson – Dist # 3

Kent Evenson – Dist # 2

Roger Longhenry – Dist # 3

Dale Tolifson – Dist # 2

Chad Friese – CVEC General Manager

Supplemental information is also available on CVEC website @ [www.cvec.com](http://www.cvec.com)

## Red Rock Hydroelectric Project Update

June 26, 2017

### Work resumes on intake structure at Red Rock Hydroelectric Project

High water levels at Lake Red Rock near Pella, Iowa, have subsided and on June 13<sup>th</sup>, Missouri River Energy Services (MRES) authorized upstream work to resume on the Red Rock Hydroelectric Project (RRHP). MRES is building the project on the existing Red Rock Dam located on the Des Moines River.

Construction of the intake structure on the upstream side of the Red Rock Dam was halted on May 25 as crews prepared for water levels to rise above the 750-foot elevation of the work platform. Equipment was removed from the site and crews pre-flooded the area in a controlled manner to minimize damage from the eminent flooding of the work platform.

Lake Red Rock water levels reached the 750-foot elevation of the work platform on May 27 and remained at that level or higher through June 5. Crews began a dewatering process on June 13 and the worksite dried out sufficiently to allow work to resume the week of June 19.

When completed, the intake structure will collect water from the Red Rock reservoir, remove any floating trash, and direct the water through penstocks or channels to two turbine generators located in the powerhouse on the downstream side of the dam. The flowing water drives the turbines that power the generators. The water is then slowed down and returned to the Des Moines River through a tailrace channel.

There is little work left to be done upstream before crews will start to build the intake structure itself. All of the excavation bracing has been installed. Removal of the final 10 feet of dirt around the drilled shafts (intake structure foundation supports) is now underway.

Next, a “mud mat” or rough concrete slab with no rebar, will be poured to create a clean surface for the first structural pour of concrete for the intake. It is anticipated that the first structural pour will take place in late July. During this same time, crews will continue to excavate to prepare for construction of the two penstocks, which will carry the water from the upstream intake to the downstream powerhouse.

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*For more information about the Red Rock Hydroelectric Project, visit the project website at [www.redrockhydroproject.com](http://www.redrockhydroproject.com) or contact Joni Livingston at Missouri River Energy Services, phone: 605-261-3637 or email: [joni.livingston@mrenergy.com](mailto:joni.livingston@mrenergy.com).*



June 1, 2017

300 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2473  
TTY: 651-297-4357



Glen Pederson, Clerk  
City of Benson  
1410 Kansas Ave  
Benson, MN 56215-1718

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2016, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2010 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2017**. Questions or comments should be directed to James Hibbs at the address listed on the letterhead. You may also contact us by e-mail at [local.estimate@state.mn.us](mailto:local.estimate@state.mn.us) or by phone at (651) 201-2473. The volume of phone calls is heavy at this time of year, so you may be asked to leave a message on our voice mail system. We will respond promptly. Please remember that we cannot correct problems with the 2010 Census.

Thank you for taking time to review these estimates.

Sincerely,

Susan Brower  
State Demographer

Enclosures

**DATE:** June 1, 2017  
**TO:** Glen Pederson, Clerk  
City of Benson  
**FROM:** **Susan Brower**  
Minnesota State Demographer  
**SUBJECT:** 2016 Population and Household Estimates

Your April 1, 2016 population estimate is 3,169.

Your April 1, 2016 household estimate is 1,461.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to [local.estimate@state.mn.us](mailto:local.estimate@state.mn.us). All challenges must be submitted in writing. Please refer to the enclosed sheet for details

## **HOW TO CHALLENGE THE POPULATION AND HOUSEHOLD ESTIMATES FROM THE STATE DEMOGRAPHER**

The legal responsibilities of the State Demographer with respect to local population estimates dictate that we be able to defend any revisions to the estimates. Consequently, we need documentation for our files. Cited below are types of information we will accept with a challenge to our estimates. You may select whichever approach is most appropriate for your situation. However, the more information you can provide the better. No challenges will be accepted after June 24.

1. You may send us the number of active residential utility accounts in April 2010 and April 2016. We would prefer electrical accounts, but water and sewer accounts are acceptable. Please summarize your data. We don't need a list of all utility customers. Summary data for intervening years are helpful. Utility data are much more useful when provided together with building permit data (see #2 below).
2. Another approach is to provide the number of housing units added and lost by calendar year for the years beginning with 2010. Building and demolition permits are a good source of such information. Be sure to include mobile homes and apartments, and indicate whether any of the apartments were for the elderly. Please try to be as specific as possible about the type of unit involved (single-family, apartment, mobile home, etc.).
3. An actual count of persons or households may be accepted, but places with more than 100 people must contact the State Demographer before proceeding with a count. The count you submit should be for 2017. We will interpolate a number for 2016. You must provide the following information:
  - a. List the house number and street name of each housing unit in your city or township. If there is more than one unit at an address, please list each unit and provide an apartment number.
  - b. Indicate whether the unit is occupied or vacant. If the unit is occupied, indicate the number of residents. Only year-round residents should be counted. Young people away at college or in the military, elderly persons who have moved to a nursing home in another town and seasonal (summer) residents should not be counted.
  - c. Group quarters such as nursing homes, dormitories, jails and group homes should not be counted as housing units. Give us the name and address of the facility and the number of residents.
  - d. After you have listed each housing unit, you must summarize your data and give us the total number of residents, the total number of vacant units and the total number of occupied units.
  - e. Please indicate when the count was completed.

Any additional information you can provide about your community will be appreciated. Changes in vacancy rates, the conversion of summer homes to year-round use, and changes in employment opportunities are the types of things we like to hear about when we are evaluating an estimate. One final request--when you write to us, please provide your mailing address and a telephone number or e-mail address where you can be reached during the day.

Thank you.

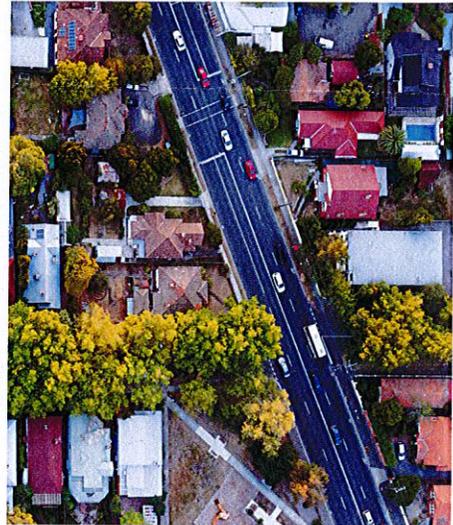
# Census 2020 is starting now

An important message from the Minnesota State Demographic Center

## Make sure your community gets its fair share of funding in the decade ahead

Before 2020 Census forms appear in mailboxes, the Census Bureau needs addresses. If the Bureau doesn't know that a new subdivision or apartment building has sprung up, residents could go uncounted. And that would mean less federal and state funding for your community.

In July 2017, the Census Bureau will invite local governments to help verify and update a database of all residential addresses through its Local Update of Census Addresses (LUCA) program. Counties, cities, and townships will be asked to review the Census Bureau's address file, check it for accuracy, and supplement the file with new or additional addresses. The review itself will begin in early 2018.



## What do you need to do?

Just look for the Census Bureau's LUCA invitation in July. The Bureau will mail packets to the highest elected official of your county, city, or township and "cc" any additional contacts it has on file. You can help by making sure that that packet doesn't get accidentally overlooked. LUCA registrations must be returned to the Census Bureau by December 2017.



Have more questions? Send us an email: [demography.help@state.mn.us](mailto:demography.help@state.mn.us)  
*We're pretty friendly.*

Roger Ebnet  
645 Oregon Avenue  
Benson, MN 56215

cc  
m  
Jul 10

June 15, 2017

Mr. Rob Wolfington  
City Manager  
1410 Kansas Avenue  
Benson, MN 56215

Dear Mr. Rob Wolfington:

I am writing on behalf of the 2017-2018 Prom Afterbash Committee. We would like your permission to use the Armory for the 2018 Prom Afterbash following Prom on Saturday, April 28, 2018. The approximate hours for the Afterbash would be midnight to 4:30 a.m. If there is a rental fee, we would like to request that the fee be waived for this activity.

As in past years, we would like to have access to the Armory as soon as possible in April to start the decorating process. Our tentative plan would be to begin the process as soon as possible and use the week leading up to the Afterbash to do the physical set up.

If you have any questions, please contact me at the above address or by phone, 320-805-0143. Thank you for your consideration.

Sincerely,



Roger & Kara Ebnet  
Chairs  
2018 Prom Afterbash Committee



06/14/17

TOURISM REPORT  
CITY OF BENSON  
MONTH ENDED 31May2017

	2014 Year End	2015 Year End	2016 Year End	2016 Year to Date	2017 Year to Date	2017 Budget	Percent
Lodging Tax Receipts	29,302.47	25,074.29	25,899.47	6,211.56	5,822.16	25,000.00	23
Lodging Tax Expenditures	22,970.84	28,865.04	24,069.98	2,100.13	5,328.97	31,750.00	17
Balance	6,331.63	(3,790.75)	1,829.49	4,111.43	493.19	(6,750.00)	(7)

# Public Works Report July 10, 2017

## **Electric:**

- DOT project has kept the guys busy but nothing too serious. Things are moving along and we are knocking off little projects here and there as we wait for the project to end. Steady as she goes.

## **Parks:**

- Flag Day went off well and things looked nice.
- Working on spraying to catch up with the weeds and working around all the construction in town. Travel takes a little longer.
- The kids have been testing zero turn mowers to see if they might be a fit for the future. Much cheaper.

## **Water:**

- The DOT project repairs and adjustments along with a few water leaks have kept things hopping. Preston spent his first couple weeks in holes.
- Several projects lined up for once things get calmed down and before the snow fly's.

## **Wastewater:**

- The guys have helped out on some of the projects around town as we needed them to bring the vac truck out. That is a handy tool to have in many situations.

## **Streets:**

- Mosquitos should be well under control.
- Richard and the boys have been crack filling.
- Wade and Russ have been doing a lot of equipment repairs
- The cemetery is about full of fill. Now we need to dig in some utilities before we bring in the top layer of black dirt.

Typical summer so far where everyone is busy it's just that this year we have the added twist with a major reconstruction project going through town. I just want to let you know that the crews have had to respond to a lot of different things this summer and they have all done an excellent job.





414 Nicollet Mall  
Minneapolis, MN 55401

**PUBLIC DOCUMENT – PRIVILEGED  
DATA HAS BEEN EXCISED**

June 30, 2017

—Via Electronic Filing—

Daniel P. Wolf  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

RE: PETITION FOR APPROVAL TO TERMINATE THE PPA WITH BENSON POWER,  
LLC, ACQUIRE THE BENSON/FIBROMINN PLANT, AND CLOSE THE FACILITY  
DOCKET NO. E002/M-17-\_\_\_\_\_

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval to terminate the Power Purchase Agreement (PPA) with Benson Power, LLC, acquire the Benson Power biomass plant (Benson plant or Fibrominn), and subsequently close the facility. We also seek recovery of the costs that are necessary to support this transaction and plant closure through the Fuel Clause Adjustment (FCA).

In addition to this filing, we are also making four related but separate filings today in other dockets. The overall goal of all of these filings is the same: to lower customer costs while continuing to provide safe, reliable service. If approved by the Commission, these initiatives together will achieve over \$531 million in total cost savings (nominally) for our customers over the next 10 years. We believe there are more opportunities to further reduce customer costs and will continue to evaluate other potential transactions and may come forward with additional cost-saving proposals in the future.

The Company acknowledges that bringing forward five separate petitions increases the workload for the Department of Commerce and Commission Staff. We believe it was important to pursue these transactions separately because each transaction has its own unique sets of facts and circumstances. With that being said, we look forward to working with the Department and Commission Staff on developing a schedule that is responsive to any concerns they may have.

**PUBLIC DOCUMENT – PRIVILEGED DATA HAS BEEN EXCISED**

This Petition includes information the Company considers to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). The information derives independent economic value from not being generally known or readily ascertainable by others who could obtain a financial advantage from its use. Thus, Xcel Energy considers this non-public data.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service lists. Please contact Bria Shea at [bria.e.shea@xcelenergy.com](mailto:bria.e.shea@xcelenergy.com) or (612) 330-6064 if you have any questions regarding this filing.

Sincerely,

/s/

AAKASH H. CHANDARANA  
REGIONAL VICE PRESIDENT  
RATES AND REGULATORY AFFAIRS

Enclosures  
c: Service Lists

## GRANT CONTRACT TERMS AND CONDITIONS

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**THIS GRANT CONTRACT** is made this \_\_\_\_ day of July, 2017, by and between Northern States Power Company, a Minnesota corporation (“**NSP**”), with its principal place of business at 401 Nicollet Mall, Minneapolis, Minnesota 55401 and the City of Benson, Minnesota (“**Contractor**”) a Minnesota municipal corporation with its principal place of business at 5 Benson City Hall, 1410 Kansas Avenue, Benson, MN 56215. NSP and Contractor are sometimes individually referred to as a “**Party**” or collectively as the “**Parties**”.

### RECITALS

**WHEREAS**, Contractor is the City in which a 55 MW power plant fueled primarily by poultry litter and waste wood is located (the “**Poultry Litter Plant**”); and

**WHEREAS**, pursuant to Minn. Stat. Section 216B.2424 (1994), as amended, NSP was required to contract for the purchase of electricity from facilities using closed-loop biomass as a fuel source; and

**WHEREAS**, NSP and Benson Power, LLC (“**BP**”)(as successor in interest) are parties to that certain Biomass Power Purchase Agreement dated as of August 31, 2000, and amended as of June 7, 2004, and February 16, 2011, as assigned and modified by the Consent and Agreement dated as of August 20, 2015, by and between Benson Power, LLC and NSP (the “**PPA**”) for the sale and purchase of energy and capacity from the Poultry Litter Plant on terms and conditions as set forth therein; and

**WHEREAS**, pursuant to 2017 Minn. Laws Chapter 94, Article 10, Section 20, Minn. Stat. Section 216B.2424 (2016) is amended to add a new section 9 which, in part, allows NSP to negotiate termination of certain biomass power purchase agreements, including the PPA, and to seek approval from the MPUC for the termination and 2017 Minn. Laws Chapter 94, Article 10, Section 3, amends Minn. Stat. Section 116C.779, subd. 1 (2016) by adding a new paragraph (f) which provides for certain payments to be made by NSP to Contractor in the event the PPA is terminated by the Parties (collectively, “**Termination Statute**”) and approved by the Minnesota Public Utilities Commission (“**Commission**”).

**WHEREAS**, the Termination Statute further provides that upon Commission approval of the termination of the PPA, and NSP’s purchase and subsequent closure of the Poultry Litter Plant, NSP is to enter into a grant contract with Contractor to provide an aggregate amount of \$20,000,000 on the following schedule: \$4,000,000 in fiscal year 2018, \$6,500,000 in fiscal year 2019, \$6,500,000 in fiscal year 2020, and \$3,000,000 in fiscal year 2021 for purposes of economic development and that the money for such payments shall come from funds withheld from the transfer of funds to the renewable development account as provided by Minn. Stat. § 116C.779, subd. 1(b) and (e), provided, however, that such funds are available pursuant to the limitation set forth in Minn. Stat. § 116C.779, subd. 1(h); and

**WHEREAS**, NSP and BP have separately entered into agreements that, subject to Commission Approval, terminate the PPA and convey the Poultry Litter Plant to NSP for subsequent closure on terms and conditions set forth therein; and

**WHEREAS**, in compliance with the Termination Statute, Contractor wishes to use the funds granted under this Grant Contract for purposes of economic development necessitated by the termination of the PPA and subsequent closure of the Poultry Litter Plant, utilizing funds withheld from transfer to the renewable development account as provided in Minn. Stat. Sections 116C.779, subd. 1(e), (f) and (h), as provided in this Grant Contract (the "Purpose").

**NOW, THEREFORE**, in consideration of the premises set forth above, and the mutual obligations set forth herein, the adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

## AGREEMENT

### 1. DEFINITIONS

- A. **Contractor** has the meaning set forth in the opening paragraph of this Grant Contract.
- B. **Date.**
  - 1) **Start Date** shall be the Approval Date.
  - 2) **End Date** shall be the date on which all payments are made by NSP as required by this Grant Contract.
  - 3) **Approval Date** shall be the date "MPUC Approval" and "NDPSC Approval" of the underlying transactions between NSP and BP have each been obtained, on the basis and as requested by NSP (including provisions for cost recovery for the amounts expended in furtherance of the transactions) in regulatory filings before the Minnesota Public Utilities Commission and the North Dakota Public Service Commission. For the avoidance of doubt, the Approval Date shall not occur unless and until NSP has received MPUC Approval and NDPSC Approval to NSP's satisfaction and failure to obtain such approvals will render this Grant Contract null and void.
- C. **PPA** has the meaning set forth in the Recitals of this Grant Contract.
- D. **Project** means the scope of work as determined by Contractor to utilize the grant funds disbursed under this Grant Contract for the Purpose as determined by Contractor.

### 2. CONTRACT TERM AND STATUTORY BASIS

- 2.1 **Term.** The term of this Grant Contract shall be from the Start Date to the End Date. This Grant Contract is of no force or effect until the Approval Date. Notwithstanding any other provision of this Grant Contract to the contrary, Contractor and NSP acknowledge that any obligation for NSP to disburse grant funds pursuant to this Grant Contract is effective only upon the Approval Date.

2.2 Statutory Provision: The Parties acknowledge that Minn. Stat. § 116C.779, subd. 1(f), as enacted in the 2017 legislative session creates substantial rights and obligations that are being discharged in this Grant Contract.

1) The text of this statutory provision states:

“(f) If the commission approves a new or amended power purchase agreement, the termination of a power purchase agreement, or the purchase and closure of a facility under Section 216B.2424, subdivision 9, with an entity that uses poultry litter to generate electricity, the public utility subject to this section shall enter into a contract with the city in which the poultry litter plant is located to provide grants to the city for the purposes of economic development on the following schedule: \$4,000,000 in fiscal year 2018; \$6,500,000 each fiscal year in 2019 and 2020; and \$3,000,000 in fiscal year 2021. The grants shall be paid by the public utility from funds withheld from the transfer to the renewable development account as provided in paragraphs (b) and (e).”

2) Minn. Stat. Section 116C.779, subd. 1 (a) and (b) (2017) requires that NSP transfer certain specified funds to a “Renewable Development Account”. The funds required to be transferred are specified in Minn. Stat. § 116.779, subd. 1(c) and (d) (2017). This legislation further requires that the funds to be paid under this Grant Contract be withheld from the transfer to the renewable development account.

2.3 Statutory Applicability: Pursuant to Minn. Stat. Section 116C.779, subd. 1(f) (2017), and subject to the limitation set forth in Minn. Stat. Section 116C.779, subd. 1(h)(2017), NSP is obligated to withhold \$4 million in fiscal year 2018; \$6.5 million per fiscal year in 2019 and 2020 and \$3 million in fiscal year 2021 from funds that would otherwise be transferred to the Renewable Development Account to instead be paid to Contractor under this Grant Contract. Contractor is entitled to such funds as are withheld for this Grant Contract to assist the transition required by the termination of the PPA. To the extent there is a shortfall of funds available to be withheld from the Renewable Development Account as contemplated by Minn. Stat. Section 116C.779, subd. 1(h), Contractor shall be entitled to a grant that is equal to its pro rata share of the amounts actually withheld from the Renewable Development Account pursuant to both Minn. Stat. Section 116C.779, subd. 1(f) and 1(g).

2.4 Purpose. Contractor and NSP acknowledge that the payments to be made under this Grant Contract do not require Contractor to undertake any specific actions. Contractor’s obligation hereunder is to utilize the funds paid under this Grant Contract for the Purpose. NSP does not have approval rights or control over the purposes, activities or uses for which Contractor disburses the funds paid under this Grant Contract and NSP shall have no obligation to audit or otherwise review Contractor’s actions in any respect regarding such funds.

3. PAYMENTS TO CONTRACTOR

3.1 Subject to the conditions in this Grant Contract and providing that sufficient funds are available to be withheld from the Renewable Development Account, as contemplated by Minn. Stat. Section 116C.779, subd. 1(h), NSP agrees to make the following payments to Contractor:

Date	Payment shall equal the lesser of the stated amount and the pro rata amount of funds actually withheld from the Renewable Development Account in accordance with Minn. Stat. Section 116C.779, subd. 1(f), 1(g) and 1(h).
June 1, 2018	\$4,000,000
June 1, 2019	\$6,500,000
June 1, 2020	\$6,500,000
June 1, 2021	\$3,000,000
Total:	\$20,000,000

3.2 Invoicing. Promptly after the Approval Date, Contractor shall submit an invoice for the first payment to NSP as set forth in the Notices section of this Grant Contract and NSP shall remit payment within 30 days after the Approval Date as required by the Termination Statute.

- 1) Contractor shall submit an invoice for each subsequent annual payment not later than May 1 of the applicable year and NSP shall pay such invoice before the earlier of 30 days after receipt of the invoice or the date scheduled above for the applicable payment.
- 2) Contractor's provision of an invoice to NSP is merely an accommodation to NSP and is not a condition precedent to payment by NSP, and NSP's obligation to make the applicable payments scheduled in Section 3.1 and required by the Termination Statute is not diminished or affected by any delay or failure on the part of Contractor to provide an invoice pursuant to this Section 3.2.
- 3) NSP shall be obligated to pay any such invoice in an amount equal to the lesser of the listed annual amount and the pro rata amount withheld from the Renewable Development Account as contemplated by Minn. Stat. Section 116C.779, subd. 1(h)..

3.3 Records. Contractor shall retain all records relating to all disbursements made under this Grant Contract for review by the Commission, upon the Commission's request. Such records shall be maintained for a period of three (3) years after final payment of this Grant Contract, or until audited by the State, whichever occurs first, and shall be available for inspection or audit at any reasonable time by the Commission or its designee.

#### 4. PROJECT IMPLEMENTATION

4.1 Design. Contractor shall be solely responsible for developing, designing and implementing the Project and for any changes to the Project.

4.2 Reporting. Contractor shall be solely responsible for providing any reports or verifications that may be required by the Commission.

#### 5. CONTRACT MANAGEMENT

5.1 Project Implementation. The Contractor is responsible for the day-to-day Project status, decisions and implementation of the Project. All communications with NSP shall begin with communications with the NSP Contract Manager.

5.2 NSP Contract Manager. The NSP Contract Manager will be designated in writing to Contractor. The NSP Contract Manager is responsible for communications with Contractor regarding this Grant Contract.

#### 6. REPORTING

A. Once a year, beginning on the first anniversary of the Approval Date, Contractor shall prepare and provide to the Commission a report that summarizes the use of the funds disbursed hereunder to assist in the transition required by the terminated PPA. Summary reports are to include a general overview of the use of the funds received under this Grant Contract.

B. NSP will assist Contractor in the submittal of such reports to the Commission. All reports, including reprints, shall include the following legend:

#### **LEGAL NOTICE**

**THIS REPORT WAS PREPARED AS A RESULT OF WORK SPONSORED BY THE RENEWABLE DEVELOPMENT FUND AS MANAGED BY XCEL ENERGY. IT DOES NOT NECESSARILY REPRESENT THE VIEWS OF XCEL ENERGY, ITS EMPLOYEES, OR THE RENEWABLE DEVELOPMENT FUND ADVISORY GROUP. XCEL ENERGY, ITS EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND ASSUME NO LEGAL LIABILITY FOR THE INFORMATION IN THIS REPORT; NOR DOES XCEL ENERGY, ITS EMPLOYEES OR THE RENEWABLE DEVELOPMENT FUND ADVISORY GROUP REPRESENT THAT THE USE OF THIS INFORMATION WILL NOT INFRINGE UPON**

**PRIVATELY OWNED RIGHTS. THIS REPORT HAS NOT BEEN APPROVED OR DISAPPROVED BY NSP NOR HAS NSP PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION IN THIS REPORT.**

7. RECORDKEEPING, COST ACCOUNTING AND AUDITING

- A. Contractor shall maintain books, records and documents, sufficient to reflect properly the use of funds received pursuant to this Grant Contract. The Commission or its designee may audit such records at all reasonable times with prior notice by NSP. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

8. CONFIDENTIALITY

- A. NSP agrees to work with Contractor to make reasonable efforts to keep confidential information relating to this Grant Contract that Contractor designates in writing as "Confidential Information". Designation of trade secrets and justification for trade secret information before the Commission and other agencies shall be the responsibility of Contractor.

B. Identifying and Submitting Confidential Information

All confidential information submitted by Contractor shall be marked "Confidential" on each document containing the Confidential Information.

C. Future Confidential Information

During the term of this Grant Contract, Contractor may develop additional Data or information that Contractor considers to be nonpublic confidential information. Contractor must list all items and information along with justification for confidentiality and submit such updated information to NSP.

D. General Right to Use Information

Except for Confidential Information reasonably designated by Contractor, NSP shall have the right to use all information and data delivered by Contractor or derived from the Project or this Grant Contract: (i) in the course of providing goods or services to customers of NSP whether or not affected by the Project, and (ii) for purposes of research, development, marketing and producing energy and energy systems and processes.

9. REPRESENTATIONS OF CONTRACTOR

Contractor represents, warrants and covenants that:

- A. It is duly authorized to conduct business in all jurisdictions necessary to perform this Grant Contract, and it has the power and authority to enter into and perform this Grant Contract; and
- B. The execution and performance of this Grant Contract and the use of the funds received hereunder will not conflict with or constitute a breach of or a default under any contract, license or other agreement applicable to Contractor or its property; and
- C. It has taken all actions necessary and advisable to authorize this Grant Contract, and this Grant Contract is the legal, valid and binding obligation of Contractor, fully enforceable in accordance with its terms.

10. RIGHTS OF PARTIES REGARDING INTELLECTUAL PROPERTY

- A. NSP shall have no rights to any intellectual property developed or derived by Contractor through use of the funds disbursed under this Grant Contract.

11. NOTICES TO PARTIES

Notice to either party may be given by certified mail properly addressed, postage fully prepaid, or by overnight carrier providing record of receipt, to the address provided in writing for each respective party or to such other address as either party shall notify the other in accordance with this section.

12. DISPUTES

- A. Dispute Resolution

If NSP and Contractor cannot resolve a dispute or grievance, each shall prepare a written statement of the issues in dispute, the legal authority or other basis for their respective positions and the remedy sought for presentation to and negotiation by senior management for each party.

- B. Legal Remedy

The interpretation and performance of this Grant Contract and each of its provisions shall be governed and construed in accordance with the laws of the State of Minnesota. The Parties hereby submit to the exclusive jurisdiction of the courts of the State of Minnesota, and venue is hereby stipulated as Minneapolis, Minnesota.

13. DEFAULT AND TERMINATION

13.1 Events of Default of Contractor.

- (A) Any of the following shall constitute an Event of Default of Contractor upon its occurrence but shall be subject to cure within ninety (90) days after the date of written notice from NSP to Contractor:

- (B) Contractor's disbursement or use of the funds received from NSP pursuant to this Grant Contract for any use that is not related to or consistent with the Purpose;
- (C) Termination of the underlying transactions between NSP and BP prior to the Approval Date for an uncured default thereunder by Contractor.

13.2 Events of Default of NSP.

- (A) Any of the following shall automatically constitute an Event of Default of NSP upon its occurrence and no notice or cure period shall be applicable:
  - 1) NSP's dissolution or liquidation provided that division of NSP into multiple entities or any other corporate reorganization or business restructuring shall not constitute dissolution or liquidation; or
  - 2) NSP's filing of a petition in bankruptcy or insolvency for liquidation under the bankruptcy laws of the United States or under any insolvency act of any State, or NSP voluntarily taking advantage of any such law or act by answer or otherwise.
- (B) NSP's failure to comply with any material obligation under this Grant Contract, other than payment of money, shall constitute an Event of Default of NSP upon its occurrence but shall be subject to cure within ninety (90) days after the date of written notice from Contractor to NSP; or
- (C) NSP's failure to make any undisputed payment due to Contractor shall constitute an Event of Default of NSP upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from Contractor to NSP.

13.3 Termination. Upon the occurrence of an Event of Default by NSP, which has not been cured within the applicable cure period, if any, Contractor may, but is not obligated to, terminate this Grant Contract, or Contractor may elect to pursue any remedies available at law or equity. upon the occurrence of an Event of Default by Contractor pursuant to Section 13.1(B), NSP may terminate this Grant Contract upon written notice to Contractor.

13.4 Termination by NSP Due to Event of Default of Contractor. In the event NSP terminates this Grant Contract due to an Event of Default by Contractor, Contractor shall pay to NSP all monies disbursed under this Grant Contract by NSP to Contractor as of the termination of this Grant Contract due to an Event of Default by Contractor. Such payment shall be made by cashier's check or wire transfer no later than ninety (90) days following such termination of this Grant Contract.

13.5 Effect of Termination. The Parties acknowledge and agree that NSP and Contractor have entered into this Grant Contract to implement the underlying transactions between NSP and BP and Termination Statute and related laws. As a result, neither Party may terminate this Grant Contract if by so doing it would violate, or cause the

other Party to violate, the Termination Statute or other applicable laws or Commission orders.

14. GENERAL TERMS & CONDITIONS

- A. The following contract provisions, rights and obligations shall survive the completion or termination date of this Grant Contract:
- “Recordkeeping, Cost Accounting and Auditing” Section 7
  - “Confidentiality” Section 8
  - “Rights of Parties Regarding Intellectual Property” Section 10
  - “Disputes” Section 12
  - “Default and Termination” Section 13
  - “General Terms and Conditions” Section 14
- B. Headings have been inserted for the purpose of convenience and ready reference. They do not purport, and shall not be deemed, to define, limit, or extend the scope or intent of this Grant Contract.
- C. Contractor shall make representatives available to testify in the event the Commission or Minnesota Legislature hold hearings or conduct an investigation with regard to this Grant Contract.
- D. No amendment, alteration or variation of the terms of this Grant Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto. Other than as specified herein, no document or communication passing between the Parties hereto shall be deemed as part of this Grant Contract.
- E. The rights and obligations of this Grant Contract may not be assigned by either Party without the prior written consent of the other Party. Any purported assignment of this Grant Contract except as explicitly authorized herein, shall be void.
- F. Minnesota law shall govern interpretation of this Grant Contract.
- G. The Parties acknowledge that the occurrence of the Approval Date is a condition precedent to NSP’s payment obligation under the Grant Contract.
- H. Contractor, its agents and employees shall act in an independent capacity and not as officers or employees or agents of NSP.
- I. No waiver of any breach of this Grant Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Grant Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law, except to the extent limited or excluded by the express terms of this Grant Contract.

- J. If any provision of this Grant Contract is held invalid, that invalidity shall not affect other provisions of the Contract. In the event that any provision of this Grant Contract is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Grant Contract will remain in force and effect and shall not be effected thereby.
- K. [Reserved]
- L. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, INCLUDING, BUT ARE NOT LIMITED TO, LOSS OF PROFIT; LOSS OF SAVINGS OR REVENUE; LOSS OF GOODWILL; THE CLAIMS OF ANY THIRD PARTIES INCLUDING CUSTOMERS; AND INJURY TO PROPERTY REGARDLESS OF THE NUMBER OF CLAIMS OR THE THEORIES OF RELIEF.

In Witness Whereof, the Parties have agreed to this Grant Contract.

Northern States Power Company,  
a Minnesota corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

City of Benson, Minnesota

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

**NOTICE OF PUBLIC HEARING TO DETERMINE WHETHER A PUBLIC NUISANCE EXISTS ON PRIVATE PROPERTY, WHETHER ABATEMENT OF A PUBLIC NUISANCE ON PRIVATE PROPERTY BY CITY OF BENSON IS REASONABLE AND NECESSARY, AND DETERMINATION OF SPECIAL ASSESSMENT AGAINST THE PRIVATE PROPERTY.**

PLEASE TAKE NOTICE that on the 24<sup>th</sup> day of July, 2017 at 5:30 p.m. the City Council of Benson at the City Council Chambers at City Hall, 1410 Kansas Avenue, Benson, MN 56215, will hold a public hearing to determine proposed abatement by the City of Benson of proposed nuisance conditions of old car parts, tires, trash, rubbish and worthless or unused materials or articles, and special assessment for costs of abatement of said nuisance conditions against the following property:

**Part of the Southeast Quarter of the Southwest Quarter (SE ¼-SW ¼) of Section 5, Township 121, Range 39, beginning at a point on the Easterly prolongation of the North Line of Block 5 of the Original Townsite of Benson, Minnesota, 200 feet Easterly on said prolongation of the intersection of an Easterly prolongation of the said Block 5 with the East line of 9<sup>th</sup> Street; thence East 85 feet; thence South 130 feet; thence West 85 feet; thence North 130 feet to the point of beginning, Swift County, Minnesota**

**810 Kansas Avenue, Benson, MN**

The Council shall first determine whether a public nuisance exists on the above-named real property based on whether the conditions unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any considerable number of members of the public.

Second the Council shall determine whether abatement/removal of the public nuisance by the City of Benson is reasonable and necessary and the time limit in which the property owner/occupant has to remove the public nuisance prior to the City of Benson entering premises and removing the offending item or items and cleaning up the nuisance.

If a condition is determined to be a public nuisance and must be abated by the City of Benson, the special assessment is estimated to be the following minimum amount for the above-described property:

**\$4,500.00**

A reasonable estimate of the impact of the special assessment will be available at the hearing for review. Also, the proposed special assessment roll is on file with the Benson City Clerk. Written and oral objections regarding the proposed special assessment against the above-named property will be considered at the public hearing.

**NO APPEAL MAY BE TAKEN AS TO THE AMOUNT OF THE SPECIAL ASSESSMENTS UNLESS A WRITTEN OBJECTION SIGNED BY THE AFFECTED PROPERTY OWNER IS FILED WITH THE BENSON CITY CLERK PRIOR TO THIS PUBLIC HEARING OR PRESENTED TO THE PRESIDING OFFICER AT THE PUBLIC HEARING.**

**PURSUANT TO MINNESOTA STATUTE SECTION 429.081, WITHIN THIRTY (30) DAYS AFTER THE ADOPTION OF THE SPECIAL ASSESSMENTS, ANY AFFECTED PROPERTY OWNER WHO IS NOT PRECLUDED BY FAILURE TO OBJECT PRIOR TO OR AT THE SPECIAL ASSESSMENTS HEARING MAY APPEAL TO THE DISTRICT COURT BY SERVING NOTICE UPON THE MAYOR OF BENSON OR BENSON CITY CLERK, AND BY FILING SAID NOTICE WITH THE COURT ADMINISTRATOR OF THE DISTRICT COURT WITHIN TEN (10) DAYS OF SERVING NOTICE UPON THE MAYOR OF BENSON OR THE BENSON CITY CLERK**

Pursuant to Minnesota Statutes Sections 435.193 to 435.195, any county, statutory or home rule charter city, or town making special assessments may in its discretion defer the payment of that special assessment for any homestead property owned by a person sixty-five (65) years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments, and homeowner shall make application for deferred payment of special assessments on forms prescribed by the county auditor of the county in which the homestead is located.

Adoption by the Council of the proposed special assessments may be taken at the hearing, and the property owners have the right to prepay the entire special assessments to the City of Benson, and partial prepayment has not been authorized by ordinance. Prepayment of the entire special assessments may be made no later than 14 days after the date the resolution is passed without the accrual of interest, and interest shall accrue at the rate of 8 percent per annum if the entire special assessments are not prepaid.

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Assistant City Attorney

**NOTICE OF PUBLIC HEARING TO DETERMINE WHETHER A PUBLIC NUISANCE EXISTS ON PRIVATE PROPERTY, WHETHER ABATEMENT OF A PUBLIC NUISANCE ON PRIVATE PROPERTY BY CITY OF BENSON IS REASONABLE AND NECESSARY, AND DETERMINATION OF SPECIAL ASSESSMENT AGAINST THE PRIVATE PROPERTY.**

PLEASE TAKE NOTICE that on the 7<sup>th</sup> day of August, 2017 at 5:30 p.m. the City Council of Benson at the City Council Chambers at City Hall, 1410 Kansas Avenue, Benson, MN 56215, will hold a public hearing to determine proposed abatement by the City of Benson of proposed nuisance conditions of old car parts, tires, trash, rubbish and worthless or unused materials or articles, and special assessment for costs of abatement of said nuisance conditions against the following property:

**Part of the Southeast Quarter of the Southwest Quarter (SE ¼-SW ¼) of Section 5, Township 121, Range 39, beginning at a point 358 feet 7 inches in an Easterly direction from the Northeast Corner of Block 6, Original Townsite of the City of Benson, Thence Easterly 70 feet; thence Southerly 150 feet; Thence Westerly 70 feet; thence Northerly 150 feet to the point of beginning.**

**805 Kansas Avenue, Benson, MN**

The Council shall first determine whether a public nuisance exists on the above-named real property based on whether the conditions unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any considerable number of members of the public.

Second the Council shall determine whether abatement/removal of the public nuisance by the City of Benson is reasonable and necessary and the time limit in which the property owner/occupant has to remove the public nuisance prior to the City of Benson entering premises and removing the offending item or items and cleaning up the nuisance.

If a condition is determined to be a public nuisance and must be abated by the City of Benson, the special assessment is estimated to be the following minimum amount for the above-described property:

**\$4,500.00**

A reasonable estimate of the impact of the special assessment will be available at the hearing for review. Also, the proposed special assessment roll is on file with the Benson City Clerk. Written and oral objections regarding the proposed special assessment against the above-named property will be considered at the public hearing.

**NO APPEAL MAY BE TAKEN AS TO THE AMOUNT OF THE SPECIAL ASSESSMENTS UNLESS A WRITTEN OBJECTION SIGNED BY THE AFFECTED PROPERTY OWNER IS FILED WITH THE BENSON CITY CLERK PRIOR TO THIS PUBLIC HEARING OR PRESENTED TO THE PRESIDING OFFICER AT THE PUBLIC HEARING.**

**PURSUANT TO MINNESOTA STATUTE SECTION 429.081, WITHIN THIRTY (30) DAYS AFTER THE ADOPTION OF THE SPECIAL ASSESSMENTS, ANY AFFECTED PROPERTY OWNER WHO IS NOT PRECLUDED BY FAILURE TO OBJECT PRIOR TO OR AT THE SPECIAL ASSESSMENTS HEARING MAY APPEAL TO THE DISTRICT COURT BY SERVING NOTICE UPON THE MAYOR OF BENSON OR BENSON CITY CLERK, AND BY FILING SAID NOTICE WITH THE COURT ADMINISTRATOR OF THE DISTRICT COURT WITHIN TEN (10) DAYS OF SERVING NOTICE UPON THE MAYOR OF BENSON OR THE BENSON CITY CLERK**

Pursuant to Minnesota Statutes Sections 435.193 to 435.195, any county, statutory or home rule charter city, or town making special assessments may in its discretion defer the payment of that special assessment for any homestead property owned by a person sixty-five (65) years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments, and homeowner shall make application for deferred payment of special assessments on forms prescribed by the county auditor of the county in which the homestead is located.

Adoption by the Council of the proposed special assessments may be taken at the hearing, and the property owners have the right to prepay the entire special assessments to the City of Benson, and partial prepayment has not been authorized by ordinance. Prepayment of the entire special assessments may be made no later than 14 days after the date the resolution is passed without the accrual of interest, and interest shall accrue at the rate of 8 percent per annum if the entire special assessments are not prepaid.

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Assistant City Attorney

**NOTICE OF PUBLIC HEARING TO DETERMINE WHETHER A PUBLIC NUISANCE EXISTS ON PRIVATE PROPERTY, WHETHER ABATEMENT OF A PUBLIC NUISANCE ON PRIVATE PROPERTY BY CITY OF BENSON IS REASONABLE AND NECESSARY, AND DETERMINATION OF SPECIAL ASSESSMENT AGAINST THE PRIVATE PROPERTY.**

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**Part of the Southeast Quarter of the Southwest Quarter (SE ¼-SW ¼) of Section 5, Township 121, Range 39, beginning at a point 428 feet Easterly from the Northeast Corner of Block 6, Original Townsite of the City of Benson, Thence Easterly 310 feet; thence Southerly 140 feet; thence Westerly 310 feet; thence Northerly to the point of beginning.**

**735 Kansas Avenue, Benson, MN**

The Council shall first determine whether a public nuisance exists on the above-named real property based on whether the conditions unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any considerable number of members of the public.

Second the Council shall determine whether abatement/removal of the public nuisance by the City of Benson is reasonable and necessary and the time limit in which the property owner/occupant has to remove the public nuisance prior to the City of Benson entering premises and removing the offending item or items and cleaning up the nuisance.

If a condition is determined to be a public nuisance and must be abated by the City of Benson, the special assessment is estimated to be the following minimum amount for the above-described property:

**\$4,500.00**

A reasonable estimate of the impact of the special assessment will be available at the hearing for review. Also, the proposed special assessment roll is on file with the Benson City Clerk. Written and oral objections regarding the proposed special assessment against the above-named property will be considered at the public hearing.

**NO APPEAL MAY BE TAKEN AS TO THE AMOUNT OF THE SPECIAL ASSESSMENTS UNLESS A WRITTEN OBJECTION SIGNED BY THE AFFECTED PROPERTY OWNER IS FILED WITH THE BENSON CITY CLERK PRIOR TO THIS PUBLIC HEARING OR PRESENTED TO THE PRESIDING OFFICER AT THE PUBLIC HEARING.**

**PURSUANT TO MINNESOTA STATUTE SECTION 429.081, WITHIN THIRTY (30) DAYS AFTER THE ADOPTION OF THE SPECIAL ASSESSMENTS, ANY AFFECTED PROPERTY OWNER WHO IS NOT PRECLUDED BY FAILURE TO OBJECT PRIOR TO OR AT THE SPECIAL ASSESSMENTS HEARING MAY APPEAL TO THE DISTRICT COURT BY SERVING NOTICE UPON THE MAYOR OF BENSON OR BENSON CITY CLERK, AND BY FILING SAID NOTICE WITH THE COURT ADMINISTRATOR OF THE DISTRICT COURT WITHIN TEN (10) DAYS OF SERVING NOTICE UPON THE MAYOR OF BENSON OR THE BENSON CITY CLERK**

Pursuant to Minnesota Statutes Sections 435.193 to 435.195, any county, statutory or home rule charter city, or town making special assessments may in its discretion defer the payment of that special assessment for any homestead property owned by a person sixty-five (65) years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments, and homeowner shall make application for deferred payment of special assessments on forms prescribed by the county auditor of the county in which the homestead is located.

Adoption by the Council of the proposed special assessments may be taken at the hearing, and the property owners have the right to prepay the entire special assessments to the City of Benson, and partial prepayment has not been authorized by ordinance. Prepayment of the entire special assessments may be made no later than 14 days after the date the resolution is passed without the accrual of interest, and interest shall accrue at the rate of 8 percent per annum if the entire special assessments are not prepaid.

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Assistant City Attorney

## Val Alsaker

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**From:** Rob Wolfington  
**Sent:** Friday, June 30, 2017 11:13 AM  
**To:** Val Alsaker  
**Subject:** FW: Charter Renewal - Benson  
**Attachments:** DOCS-#2374005-v7-Extension\_Resolution\_-\_BENSON.DOCX

Please include in July 10<sup>th</sup> city council agenda and pax. Thanks

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**From:** Grogan, Brian T. [<mailto:brian.grogan@lawmoss.com>]  
**Sent:** Friday, June 30, 2017 11:05 AM  
**To:** 'Robert J. Wolfington ([Rob.Wolfington@co.swift.mn.us](mailto:Rob.Wolfington@co.swift.mn.us))'  
**Cc:** Hammer, Terri L.  
**Subject:** Charter Renewal - Benson

Rob,

Recently I visited with other cities at the 2017 Minnesota Association of Telecommunications Administrators annual conference, and it does not appear that Charter has negotiated renewal terms with any Minnesota cities in 2017. I have reached out to Patrick Haggerty, Charter's Senior Regional Director, regarding when the renewal process may be addressed by Charter and am awaiting his reply. In the meantime, I recommend your city council consider adopting the attached resolution extending the term of Charter's existing franchise through the date on which Charter's Franchise is either renewed or until December 31, 2017, whichever shall first occur.

Please let us know if you have questions.

Thanks,

Brian

**Brian T. Grogan**

Attorney At Law

**Moss & Barnett**

Direct: (612) 877-5340 | [Brian.Grogan@lawmoss.com](mailto:Brian.Grogan@lawmoss.com)

Fax: (612) 877-5031 Mobile: (612) 360-0838

[www.LawMoss.com](http://www.LawMoss.com)

150 South Fifth Street Suite 1200 Minneapolis, MN 55402

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**A RESOLUTION GRANTING CHARTER COMMUNICATIONS  
A FRANCHISE EXTENSION TO DECEMBER 31, 2017  
(RESOLUTION NO. 201\_\_ - \_\_\_\_)**

**WHEREAS**, on or about July 14, 2003, the City of Benson, Minnesota (“City”) granted a Cable Television Franchise Ordinance (“Franchise”) to CC VIII Operating, LLC d/b/a Charter Communications (“Charter”); and

**WHEREAS**, the initial term of the Franchise expired on or about September 18, 2013; and

**WHEREAS**, the City adopted Resolution No. 2013-14 on August 19, 2013 extending the term of the Franchise through and including September 19, 2014; and

**WHEREAS**, Charter executed said Resolution No. 2013-14 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, the City adopted Resolution No. 2014-13 on September 8, 2014 extending the term of the Franchise through and including March 31, 2015; and

**WHEREAS**, Charter executed said Resolution No. 2014-13 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, the City adopted Resolution No. 2015-04 on March 2, 2015 extending the term of the Franchise through and including August 31, 2015; and

**WHEREAS**, Charter executed said Resolution No. 2015-04 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, the City adopted Resolution No. 2016-06 on February 22, 2016 extending the term of the Franchise through and including July 18, 2016; and

**WHEREAS**, Charter executed said Resolution No. 2016-06 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, the City adopted Resolution No. 2016-18 on July 18, 2016 extending the term of the Franchise through and including December 31, 2016; and

**WHEREAS**, Charter executed said Resolution No. 2016-18 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, the City adopted Resolution No. 2016-41 on December 19, 2016 extending the term of the Franchise through and including June 30, 2017; and

**WHEREAS**, Charter executed said Resolution No. 2016-41 and agreed to continue complying with the Franchise, as amended by the Resolution; and

**WHEREAS**, both the City and Charter desire to extend the term of the Franchise to facilitate renewal negotiations under state and federal law.

**NOW, THEREFORE**, the City Council of the City of Benson, Minnesota hereby resolves as follows:

1. The Franchise is hereby amended by extending the term of the Franchise from July 1, 2017 through the date on which Charter's Franchise is either renewed or until and including December 31, 2017.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the Benson City Council; and (2) Charter's acceptance of this Resolution.

Passed and adopted by the City Council of Benson, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BENSON, MINNESOTA**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CERTIFICATION**

State of Minnesota  
City of Benson

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Benson, Minnesota at a duly authorized meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2017, as shown by the minutes of said meeting in my possession.

WITNESS my hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_  
City Clerk

**ACCEPTANCE**

CC VIII Operating, LLC, hereby acknowledges the City of Benson, Minnesota Resolution No. \_\_\_\_\_ and hereby accepts the terms, provisions and recitals of the Resolution and agrees to be bound by the Franchise to the extent consistent with applicable laws.

CC VIII OPERATING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

## Val Alsaker

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**From:** Rob Wolfington  
**Sent:** Friday, June 30, 2017 9:23 AM  
**To:** Val Alsaker  
**Subject:** Fwd: Grantee Award Letter - City of Benson  
**Attachments:** image001.jpg; ATT00001.htm; image003.png; ATT00002.htm; CDAP-16-0056-O-FY17 Award Letter Benson.pdf; ATT00003.htm

Please include letter as agenda item -- also email.

Sent from my iPhone

Begin forwarded message:

**From:** Laura Ostlie <laura@umvrdc.org>  
**Date:** June 30, 2017 at 8:37:37 AM CDT  
**To:** Rob Wolfington <rob.wolfington@city.co.swift.mn.us>, Vicki Syverson <v.syverson@co.swift.mn.us>  
**Subject:** FW: Grantee Award Letter - City of Benson

Congrats! Thanks for all the hard work put in for the award. I will start working on the environmental work next week and be in contact with you if I need anything pertaining to the conflict of interest docs.

Have a great Fourth of July!

*Laura Ostlie*

Economic Development Planner

Upper Minnesota Valley  
Regional Development Commission  
323 W. Schlieman Ave.  
Appleton, MN 56208  
Direct:320.289.1981 ext. 102  
Cell:320-444-1114

6/29/2017

The Honorable Gary Landmark  
Mayor, City of Benson  
1410 Kansas Avenue  
Benson, MN 56215

Dear Mayor Landmark:

I am pleased to inform you that your application for a 2017 Minnesota Small Cities Development Program grant has been approved for funding in the amount of \$638,250.00, pending our expected award from the Department of Housing and Urban Development (HUD). Grant Agreements will be issued once DEED receives its award from HUD.

Please complete and submit the enclosed Conflict of Interest Disclosure form indicating whether or not a perceived, potential or actual conflict of interest exists by **August 14, 2017**.

DEED staff will provide training opportunities for those implementing these grants at future dates, which will be announced soon.

It is very important that those responsible for the grant administration and reporting attend one of the training sessions.

Natasha Kukowski is the DEED representative assigned to your grant. For additional information, please contact Natasha at [Natasha.kukowski@state.mn.us](mailto:Natasha.kukowski@state.mn.us) or (651) 259-7461.

Congratulations on this grant award to help enhance your community development efforts.

Regards,



Shawntera Hardy  
Commissioner

cc: The Honorable Andrew Lang, State Senator  
The Honorable Tim Miller, State Representative  
Laura Ostlie, Economic Development Planner, Upper MN Valley Regional Development Commission

Minnesota Department of Employment and Economic Development  
Business & Community Development Division

1st National Bank Building, 332 Minnesota Street, Suite E200, Saint Paul, Minnesota 55101-1351

Phone 651-259-7114 or 800-657-3858

[mn.gov/deed](http://mn.gov/deed)

### Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01](#), Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name:

Signature:

Organization:

Date:

Minnesota Department of Employment and Economic Development  
Business & Community Development Division

1st National Bank Building, 332 Minnesota Street, Suite E200, Saint Paul, Minnesota 55101-1351

Phone 651-259-7114 or 800-657-3858

[mn.gov/deed](http://mn.gov/deed)

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# City Of Benson

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*Reconstruction Feasibility Report – 14<sup>th</sup> Street from Oregon to Montana*

*July 2017*

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The roadway on 14<sup>th</sup> Street from Nevada to Montana is in poor condition, as well as the utilities underneath it. This residential area was constructed as part of The Railway second addition, which was built in 1896. Based on what we have been able to find the utilities were installed in the 1920's.

The Sanitary Sewer under the road is Vitrified Clay Pipe that is in moderate to poor condition. The Water Main is old cast iron pipe that has 5 repairs on it in the last five years, the last 2 within 6 months of each other. There is no storm sewer currently in this block but it would be an idea time to add one because currently the homes discharge sump water into the street which causes a whole array of issues. The service lines from both the Sanitary Sewer and Water Main should be replaced as well to avoid cutting into a new road in the future.

## **PROJECT COSTS**

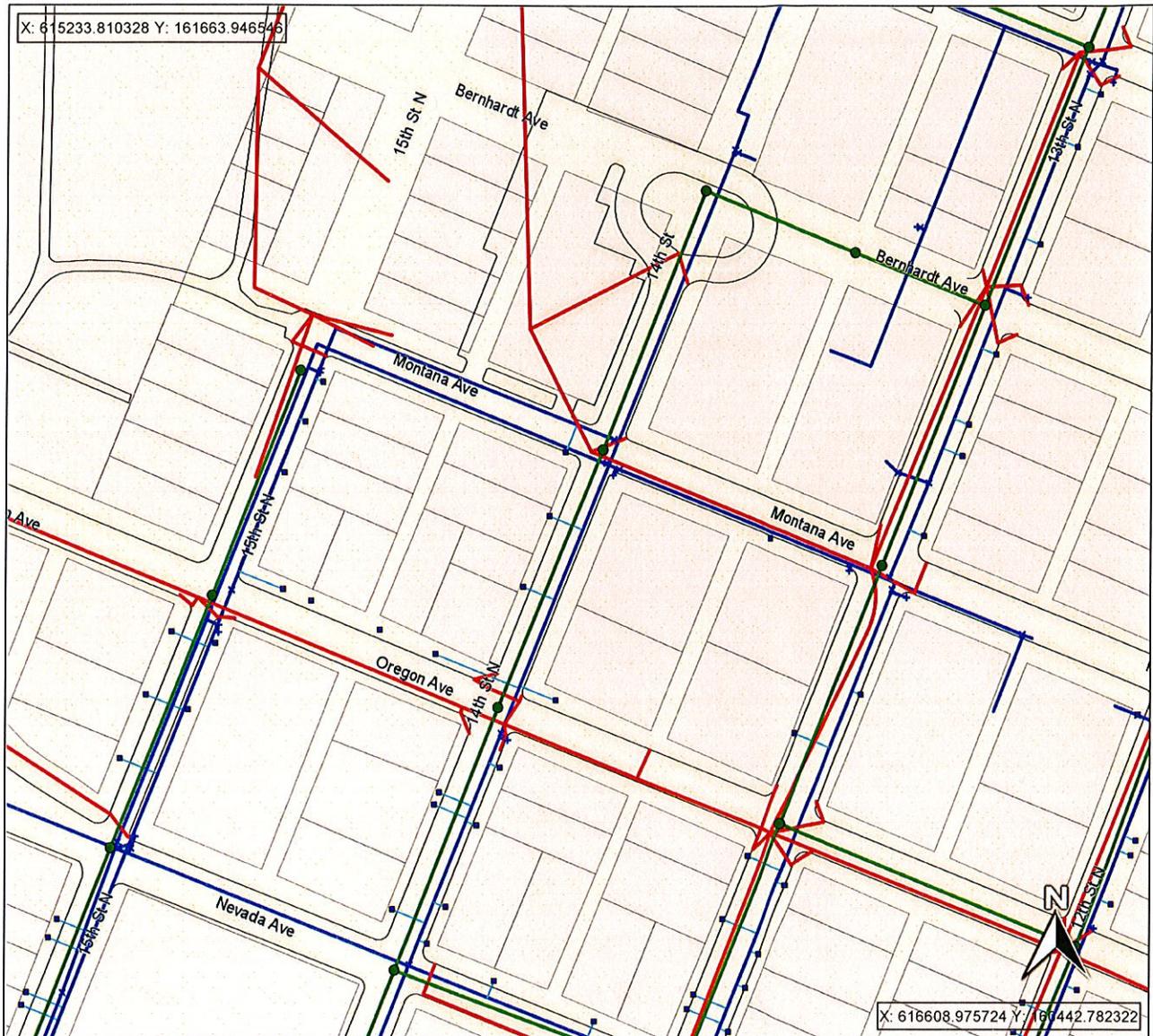
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The projected costs have been broken down into four categories and are estimated as follows:

- **Street Improvements** \$ 20,425.00
- **Water Improvements** \$ 33,250.00
- **Sanitary Sewer Improvements** \$ 7500.00
- **Storm Sewer Improvements** \$ 5200.00

**TOTAL:** \$ 66,375.00

This price includes materials, construction and contingencies. This work will be done with our staff and one outside contractor. We will engineer the project ourselves. There are only 4 homes in the project area which keeps cost down.



The materials available at this web site are for informational purposes only and do not constitute a legal document.



**INVOICE**

<b>Invoice Number</b>	1222010
<b>Invoice Date</b>	July 6, 2017
<b>Customer Number</b>	92404
<b>Project Number</b>	193803899

**Bill To**

City of Benson  
Accounts Payable  
1410 Kansas Avenue  
Benson MN 56215  
United States

**Please Remit To**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

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**Project Description:** 2017 Benson General

<b>Stantec Project Manager:</b>	Lembke, Eric S
<b>Stantec Office Location:</b>	St. Paul MN
<b>Current Invoice Due:</b>	\$6,695.00
<b>For Period Ending:</b>	June 23, 2017

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**Due on Receipt**

**INVOICE**

**Invoice Number**

1222010

**Project Number**

193803899

**Top Task 200**

**General**

Meet with Rob Wolfington and staff to review milk processing facility proposal revisions, 3D model building updates, review East Pacific Avenue preliminary road survey data, convert and replot existing conditions exhibits. Prepare for and attend meeting with Rob Wolfington regarding potential City water infrastructure changes. Discuss potential wastewater improvements for dairy industry.

**Professional Services**

**Billing Level**

	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Landscape Designer	29.75	111.00	3,302.25
	0.25	117.00	29.25
	<b>30.00</b>		<b>3,331.50</b>
Land Surveyor	0.50	137.00	68.50
	<b>0.50</b>		<b>68.50</b>
Project Manager	0.50	152.00	76.00
	6.00	164.00	984.00
	<b>6.50</b>		<b>1,060.00</b>
Senior Principal	3.00	183.00	549.00
	<b>3.00</b>		<b>549.00</b>
Senior Technician	10.50	142.00	1,491.00
	<b>10.50</b>		<b>1,491.00</b>
<b>Professional Services Subtotal</b>	<b>50.50</b>		<b>6,500.00</b>

**Top Task 200 Total**

**6,500.00**

**Top Task 300**

**Mapping**

Obtain new parcels from City, prepare CAD map in Southeast area of City.

**Professional Services**

**Billing Level**

	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
GIS Specialist	1.50	130.00	195.00
	<b>1.50</b>		<b>195.00</b>
<b>Professional Services Subtotal</b>	<b>1.50</b>		<b>195.00</b>

**INVOICE**

**Invoice Number**

1222010

**Project Number**

193803899

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**Top Task 300 Total**

**195.00**

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Total Fees & Disbursements

\$6,695.00

**INVOICE TOTAL (USD)**

**\$6,695.00**





# HARDRIVES, INC

PO BOX 579  
 ST. CLOUD, MN 56302  
 Contact: KEVIN FOSTER  
 Phone: 763-428-8886  
 Fax: 763-428-8868

*Quote \$ 30,731*

Quote To: DAN GENS

PROJ. NAME: CITY OF BENSON  
 PROJECT #:   
 BID DATE 06/16/17

WE WILL NEED A COMMITMENT WITH IN 10 DAYS  
 BEFORE OUR CRUSHER LEAVES

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>KANSAS ST</b>					
20	MILL BITUMINOUS & CONCRETE 2" (310' X 36')	1,240.00	SY	4.78	5,927.20
30	TACK	100.00	GAL	1.94	194.00
40	2" SPWEB340B	140.00	TON	85.00	11,900.00
41	<b>SUBTOTAL KANSAS</b>				<b>\$18,021.20</b>
<b>MINNESOTA ST</b>					
70	MILL BITUMINOUS & CONCRETE 2" (226' X 26.5')	666.00	SY	4.78	3,183.48
80	TACK	70.00	GAL	1.94	135.80
90	SPWEB340B	75.00	TON	85.00	6,375.00
91	<b>SUBTOTAL</b>				<b>\$9,694.28</b>
<b>13TH STREET</b>					
110	MILL BITUMINOUS & CONCRETE 2" (765' X 25')	2,125.00	ST	3.85	8,181.25
120	TACK	215.00	GAL	1.94	417.10
130	2" SPWEB340B	235.00	TON	80.00	18,800.00
131	<b>SUBTOTAL</b>				<b>\$27,398.35</b>
<b>GRAND TOTAL</b>					<b>\$55,113.83</b>

**NOTES:**

MATERIAL PRODUCED BY THE MILLING OPERATION TO BE HAULED TO THE CITIES DUMP SITE, CITY IS RESPONSIBLE FOR PUSHING UP MATERIAL.