

**City Council Regular Meeting Agenda**  
**City Council Chambers**  
**June 4, 2012**

Page

5:30 p.m. Call the Meeting to Order at City Hall (Mayor)

1. Persons with Unscheduled Business to Come Before the City Council (Mayor)
2. Review the Consent Agenda: (Mayor)
  - a. Minutes:
    - 2-3       ▪ 5.21.12       City Council Meeting
    - 4         ▪ 5.17.12       Safety Committee Meeting
    - 5-6       ▪ 5.18.12       EDA Meeting
  - b. Correspondence:
  - c. Applications:  
Vacancies on Boards & Commissions:
    - Airport Advisory – 1
    - Park Board - 2
  - d. Overnight Travel:
    - Mayor - LMCIT Annual Conference Duluth June 20-22, 2012
    - City Manager – FEMA Training June 17-22, 2012
- 7-16 3. Coalition of Greater Minnesota Cities Legislative Session Report
- 17-27 4. CAT Generator Service Agreement with DeWild, Grant, Reckert & Associates (DGR)
- 28-44 5. North West Flood Prevention Plan
- 45-46 6. Resolution for Redevelopment Grant
- 47-51 7. Abandoned Vehicle Language
- 52-54 8. Stormwater Utility Ordinance – 1<sup>st</sup> Reading
9. Request to Advertise for Airport Hangar Bids
- 55-56 10. Bid Results on Bituminous Street Work
10. Pay Requests:
  - 57       ▪ Stantec Consulting Service - General Engineering - \$6,229.54
  - 58       ▪ Stantec Consulting Service – Water Treatment Plant - \$13,384.22
  - 59-63   ▪ KHC Construction – Water Treatment Plant #10 - \$213,418.59 and  
Certificate of Substantial Completion
11. Update on Water Filter Project
13. Adjourn: Mayor

**Draft**

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING  
MAY 21, 2012**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Gary Landmark, Ben Hess, Mike Fugleberg, and Sue Fitz. Members Absent: None. Also present: Director of Finance Glen Pederson, City Manager Rob Wolfington, Agralite General Manager Kory Johnson

It was moved by Fitz, seconded by Landmark and carried unanimously to approve the following minutes on the consent agenda:

- May 7, 2012 City Council Meeting
- May 7, 2012 Planning Commission Meeting

Wolfington reviewed a letter from the Swift County-Benson Hospital Foundation thanking the City for support in their Emerald Eve event.

A letter was reviewed from Charter Communications stating rate changes in equipment, unreturned equipment pricing, and installation/service call fees.

Wolfington notified the Council a Notice of Termination of Lease was served on the Benson Market South property.

Next was a policy on the Small Cities Development Grant #CDAP-O-FY11 stating we have a plan documenting how we promote economic opportunities for low income persons. It was moved by Fugleberg, seconded by Hess and carried unanimously, the policy was approved

Wolfington reminded the Council of board vacancies on the Airport Advisory Board and Park Board.

The Mayor will be attending the Annual LMCIT Conference in Duluth June 20-22, 2012. The City Manager will be attending FEMA training in Maryland June 17-22, 2012.

Wolfington invited Kory Johnson to approach the Council. He went on to explain a memo from the Secretary of Energy Steven Chu addressing Power Marketing Administrators (PMAs), stating they have the responsibility to help pay for 4 upgrades, which would increase our preferred rates. Missouri River Energy Services (MRES) is encouraging us to write our representatives stating our concerns with Secretary Chu's position. Kory Johnson stated they have been monitoring this situation as well. He talked about added concerns Western Area Power Administrators (WAPA) have with possible added costs being proposed by the Pollution Control Agency. Wolfington stated how important it is for Agralite and the City of Benson to have a unified front. It was moved by Hess, Seconded by Fitz and carried unanimously to direct staff to draft a letter to our representatives signed by the Mayor expressing our concern on the increased costs to PMAs.

Next was the Transmission Owner Revenue Sharing Services Agreement between MRES and the City of Benson. Wolfington reviewed the agreement from the May 7, 2012 Council meeting. After discussion Wolfington recommended approval. It was moved by Landmark, seconded by Fugleberg and carried unanimously to approve the Transmission Owner Revenue Sharing Services Agreement with MRES.

Wolfington reviewed the Midwest Independent Transmission System Operator, Inc. (MISO) Transmission Facilities Assignment Agreement between MRES and the City of Benson from the May 7,

unanimously to approve the MISO Transmission Facilities Assignment Agreement between MRES and the City of Benson.

Next was a request for approval from Swift County HRA for a Small Cities Grant project approval. It was the consensus of the Council to approve the project in the amount of \$18,750.00.

Wolfington presented a sample Stormwater Ordinance and Resolution. After discussion, it was decided by the Council to send an informational stuffer with the June utility bills. There is an anticipated first reading of the ordinance at the June 4 Council meeting.

The City Council reviewed the new airport hangar project. This project will be 90% federally funded, with a 10% City cost. The new hangar is estimated to cost \$400,00.00, and engineering services would come to \$66,000. Wolfington recommended approval. After discussion, it was moved by Fitz, seconded by Hess and carried unanimously to approve TKDA's Authorization for Performance of Services and FAA Terms & Conditions agreements.

Next was a pay request from Stantec for engineering services at the water treatment plant. It was moved by Hess, seconded by Fugleberg and carried unanimously to approve Stantec's pay request in the amount of \$13,384.22.

There was a second pay request from Stantec for general engineering services, public works-storm sewer, streets and trails. It was moved by Hess, seconded by Fugleberg and carried unanimously to approve Stantec's pay request in the amount of \$6,229.54.

Wolfington presented a request from Duffy's Bar & Grill for a pro-rated liquor license refund. They renewed their license, and shortly thereafter Patrick's Bar & Grill purchased their business. It was moved by Hess, seconded by Fitz and carried unanimously to prorate a liquor license refund to Duffy's Bar & Grill in the amount of \$912.33.

There was discussion on adding the second water slide at the Benson Swimming Pool. The cost estimate is \$95,400.00. The funding source would be money saved by refinancing the pool bonds. Also discussed was to develop a program with the Electric Utility to reduce our summer peak load and use the savings for local projects.

Pederson reviewed the April 2012 budget report and bills and warrants. He expressed the budget looks good right now, and the Liquor Store numbers were looking very good. It was moved by Landmark, seconded by Fitz and carried unanimously to approve bills and warrants in the amount of \$682,672.19.

There being no other business, a motion was made by Hess, seconded by Landmark and carried unanimously to adjourn the meeting at 6:13 p.m.

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Mayor

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City Clerk

**Safety Committee Meeting**  
**Thursday, May 17, 2012**  
**9 AM**

**Members Present:** Mike Hoffman, Elliot Nelson, Rob Wolfington, Mike Jambor, Tim O'Connor, Gary Searcy, John Goulet

**Members Absent:** Dave Thelen and Wade Ascheman

**Old Business**

1. Check lists were turned in from Streets, Transit, Line Garage, Power Plant, and Liquor Store with no known issues. There were no check lists from the Water or Wastewater Departments.
2. Val reminded everyone about the joint safety class today and tomorrow with the County. Topics will be AWAIR/Right to Know and Fire Extinguisher training. RISC, Inc. will be conducting the class.
3. Val ordered reflective lime green shirts for all employees that needed them. New summer help will be getting safety toe boots. Val will order some extra hard hats for extra crew members. Chain saw safety gear was discussed. It was decided to purchase another set of gloves, chaps, hard had with muffs & screen and a bag to keep it in. Mike Hoffman will purchase the equipment and let Val know when he has purchased the equipment.

**New Business**

1. There was one incident at the Street Department. An employee was trying to start a chain saw, and the pull rope seized, causing the saw to kick back straining his forearm/elbow. He is doctoring for this.
2. The annual Safety Picnic is Monday, May 21, 2012 at the Fire Hall. Elliot asked if Mike Hoffman could review chainsaw safety procedures at the tailgate safety discussion after the picnic. John Goulet will check on a chainsaw safety class for their new hire.
3. The eyewash station in the switchgear building has had the solution changed out. This is done every 6 months. Gary stated with the new gas chlorine system at the pool, an eyewash station is required.

There being no other business, the meeting was adjourned at 9:26 a.m.



## **EDA Regular Meeting May 18, 2012**

**Members Present:** Paul Estenson , Jon Buyck, Leroy Noreen, Rick Horecka,  
**Members Absent:** Paul Kittelson, Mike Fugleberg, Elaine Mitteness  
**Also Present:** Rob Wolfington, Glen Pederson

Chairman Estenson called the meeting to order at 12:25 p.m.

A motion was made by Noreen, seconded by Buyck and passed unanimously to approve the March 15, 2012 minutes.

### **Benson Market South Update**

Wolfington told the Board the deed is filed for this property. An eviction notice has been served to the renter of the bins on the property. If the bins are not removed from the property, the City will remove them and renovate the property. There are people interested in purchasing the bins.

At the last City Council meeting, the Council directed Wolfington to obtain costs in purchasing and removing the Glacial Plains building on Hwy. 9 West, and the Glacial Plains property east of the old Benson Market building. Wolfington stated he would like to create green space in these areas.

### **Joint BIDC – EDA Meeting**

BIDC members have expressed an interest in working together to help promote local business. EDA members Horecka and Estenson agreed to meet with the BIDC. The BIDC members have expressed no interest in dissolving, but to reorganize and become more relevant.

### **Business Expansions**

SpecSys has done some financing and expansion. Agvise is into another expansion, with possible future expansion. John Deere is talking about an expansion, and are in their preliminary stages of planning. The hospital expansion is moving forward.

### **Future Products**

The CD used as collateral has been collected and applied to the loan balance.

### **Loan Profile**

Pederson updated the Board on un-collectible accounts amounting to \$165,134.00 plus 10% or \$43,846.00 on other loans. After discussion, it was moved by Horecka, seconded by Buyck and carried unanimously to remove the Aeikens, Nordby and TEK loans from the books. It was noted Ron Carlson has not made any payments on his EDA loan.

### **Other Business**

Kristy from CASE is doing a tour of Benson with Rob.

SpecSys has on open house in Granite Falls. Any EDA member is welcome to go.

There was a motion by Noreen, second by Buyck and passed unanimously to adjourn the meeting at 12:39 p.m.

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Chairman

Attest: \_\_\_\_\_  
Secretary



# 2012

## COALITION OF GREATER MINNESOTA CITIES LEGISLATIVE SESSION REPORT

Albert Lea / Alexandria / Austin / Babbitt / Bagley / Bemidji / Benson / Brainerd / Breckenridge / Cloquet / Crookston / Detroit Lakes / Dodge Center / East Grand Forks / Elbow Lake / Ely / Eveleth / Fergus Falls / Gilbert / Glencoe / Glenwood / Goodview / Grand Marais / Grand Rapids / Granite Falls / Hawley / Hinckley / Hoyt Lakes / Hutchinson / International Falls / Janesville / La Crescent / Lake City / Le Sueur / Litchfield / Luverne / Mankato / Marshall / Moose Lake / Moorhead / Morris / Mountain Iron / New Ulm / North Mankato / Olivia / Ortonville / Owatonna / Park Rapids / Pelican Rapids / Perham / Plainview / Princeton / Red Wing / Redwood Falls / Renville / Rochester / Roseau / Rushford / St. Charles / St. James / St. Joseph / St. Peter / Sartell / Sleepy Eye / Staples / Thief River Falls / Tracy / Two Harbors / Virginia / Wadena / Waite Park / Warren / Warroad / Waseca / Wheaton / Willmar / Windom / Winona / Worthington

### LGA Hits Eerie Calm in the Eye of the Property Tax Storm

The 2012 Legislative Session was quiet in terms of changes to the LGA program and other property tax relief programs. Compared to the last four years of LGA cuts, the elimination of the Market Value Credit, and the creation of the Market Value Exclusion, this quiet is welcome. Unfortunately, the calm is likely temporary, as major challenges face Minnesota's entire property tax system and LGA in particular.

When legislators convened in January, the property tax storm was in a full on rage. The elimination of the Market Value Credit and the creation of the Market Value Exclusion threw the property tax system into chaos. In cities and counties across the state, property taxes on homes and businesses increased regardless of local levy decisions. Due to the nature of the Market Value Exclusion, these property tax increases varied greatly from one community to the next, with Greater Minnesota averaging an 8.1% increase compared to 2.6% in the metro area.

Despite this reality, a handful of legislators attempted to blame local government officials for the property tax increases. These legislators stated that local governments raising their levies

to increase spending was the root cause of the property tax increases. In reality, total levies for all local governments increased by \$56 million, while total property taxes paid increased by \$370 million, with the difference being the loss of the Market Value Credit and the increase in the state property tax levy.

The CGMC responded strongly in all communities where local legislators promoted this unfair and untrue message.

For most of the session, the only discussion of property tax relief was through the reduction of the statewide business property tax levy. Early in the session, some discussion did include an increase in maximum refund for the "Circuit Breaker" program, a refund available for homeowners whose property taxes are high compared to their income. An analysis by the CGMC and published in the *Greater Minnesota Advocate* ended this discussion when it revealed that such an increase would only add homeowners in high valued homes, sometimes homes more than double the average valued home in a community, to the program.

Under current law, cities' LGA distribution would return back to the formula in 2013, after four years of LGA cuts based on levy plus aid. Since

current law 2013 formula distribution, whichever was higher.

The CGMC worked with the legislature to push our position. Despite Greater Minnesota's under-representation on both the House and Senate Tax committees, both bodies agreed to not allow any city to lose more LGA in 2013 than it received in 2012. The CGMC lobbyists and its members put enough pressure on the legislature that this LGA language was one of two provisions added to a technical tax bill to ensure it would be passed and receive the governor's signature. The final provision that was signed into law stated that for 2013, LGA cities over 5,000 in population will receive the same amount of LGA as in 2012; cities under 5,000 will receive their 2012 LGA amount or their 2013 formula amount, whichever is higher.

The property tax storm is sure to surge again in 2013. Cities have not received their full LGA formula amount since 2007 and the formula factors are due to be updated. Two advisory groups on LGA, one set up by the governor and one by the legislature, are scheduled to give their recommendations on the program prior to the 2013 Legislative Session. Another legislative working group is scheduled to give recommendations on the entire property tax system. These recommendations and corresponding legislation could have major impacts on the LGA program, the property tax system, and our CGMC communities. In addition, the CGMC will be working with an entirely new legislature comprised of new districts that more heavily favor the metro area. The only known variable is that Governor Dayton will be at the helm as we enter the 2013 session storm.

#### Property Tax Quick Hits: 2011 to 2012

- Increase in property taxes: \$370 million
- Net change in local property tax levies: \$56 million
  - Increase in Minnesota cities' levies: \$15.3 million
- Total all levy increase (including state): \$80 million
- Market Value Credit lost: \$290 million
- Average property tax increase: Greater MN- 8.1%, Metro- 2.6%

LGA cuts were not based on the same formula as the funding, many cities would see major changes in their state aid, with over 600 cities set to lose more LGA after years of cuts. To combat this formula phenomenon, the CGMC supported increasing all cities' 2013 LGA by 5% from their 2012 level or their

## Successful Initiatives Expand CGMC's Economic Development Role

The CGMC's economic development program expanded this year with the creation of the *Greater Minnesota Economic Recovery Plan*. This five-point plan sought to boost job creation in Greater Minnesota through legislative initiatives designed solely for communities outside of the metro area. The plan was drafted with the input and guidance of Greater Minnesota cities, economic development authorities and local chambers of commerce.

The Greater Minnesota Economic Recovery Plan included:

- Greater Minnesota Internship Program.** This new program would provide grants to Greater Minnesota businesses who hire interns from colleges and universities across the state. The goal is to create new opportunities for students to connect with Greater Minnesota employers so as to foster new student-employer relationships leading to future jobs. This program was included in the final tax bill, but the governor vetoed that tax bill for reasons unrelated to the CGMC program.
- Enhancement of the Angel Investment Tax Credit in Greater Minnesota.** The angel tax credit has under performed in Greater Minnesota, with only 13% of the businesses receiving an investment being located in Greater Minnesota. The CGMC advocated for a change in law to require that at least 30% of all businesses receiving an investment are located in Greater Minnesota by the end of 2013. If the goal was not reached, then the tax credit would increase from 25% (current law) to 40% for investments in Greater Minnesota businesses. This program was also included in the final tax bill, but the governor vetoed that tax bill for reasons unrelated to the CGMC program.
- Greater Minnesota Business Development Public Infrastructure (BDPI) grant.** This existing program provides 50% of capital costs for developing industrial parks in

Greater Minnesota cities and counties. The CGMC secured \$6 million for this program in the bonding bill which was signed into law on May 11.

- Greater Minnesota Interchange Program.** This program would provide \$35 million for interchanges in Greater Minnesota that promote economic development. It was modeled after the successful 2010 Transportation Economic Development (TED) program. Legislation was introduced in the House and Senate, and a House hearing was held but no further action took place.
- Greater Minnesota New Jobs Training Program.** This program would create a new jobs training program in Greater Minnesota. Employers would receive a grant from the state to create training programs for new hire employees. Legislation was introduced in the House and Senate but no further action took place this session.

The CGMC formed an Economic Development Advisory Task Force to

provide guidance and assistance in the creation and promotion of the Greater Minnesota Economy Recovery Plan. The Task Force, comprised of city and EDA officials as well as local chambers of commerce, was critical in advancing the Recovery Plan provisions.

Although several of the economic development initiatives were not enacted this year, the CGMC made a significant step in securing broad bipartisan support for these initiatives and laying the groundwork for passage of these, and other economic development provisions, next legislative session. The CGMC will continue to engage cities, local chambers of commerce, EDAs and others to advance job-creation strategies designed to help Greater Minnesota communities of all size across the state.



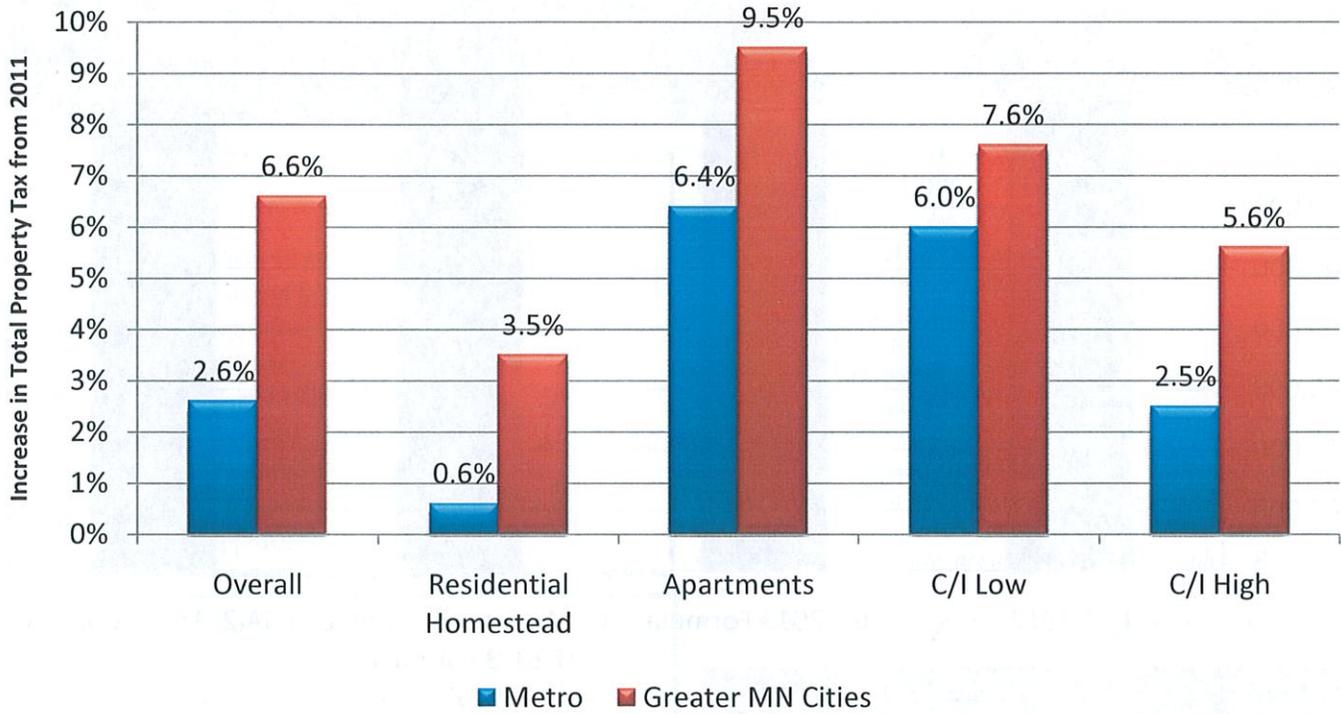
Above: CGMC lobbyist Bradley Peterson moderates a panel discussion with Rep. Linda Runbeck and Rep. Paul Marquart at CGMC's Legislative Action Day.

## CGMC ECONOMIC DEVELOPMENT PARTNERSHIP PROGRAM

The Coalition of Greater Minnesota Cities *Economic Development Partnership Program* is an opportunity for cities, chambers of commerce, EDA's, businesses, and other organizations to join together to advocate for policies that will create jobs and boost investments in our Greater Minnesota cities.

All contributions to the *Partnership Program* go towards supporting the Greater Minnesota Economic Recovery Plan. Joining the *Partnership Program* is a great way to support job growth and market your organization across Greater Minnesota. Member cities, as well as their local chambers of commerce and EDAs, should consider joining. See the attached application for more information.

## 2012 Property Taxes Increased More In Greater Minnesota Cities

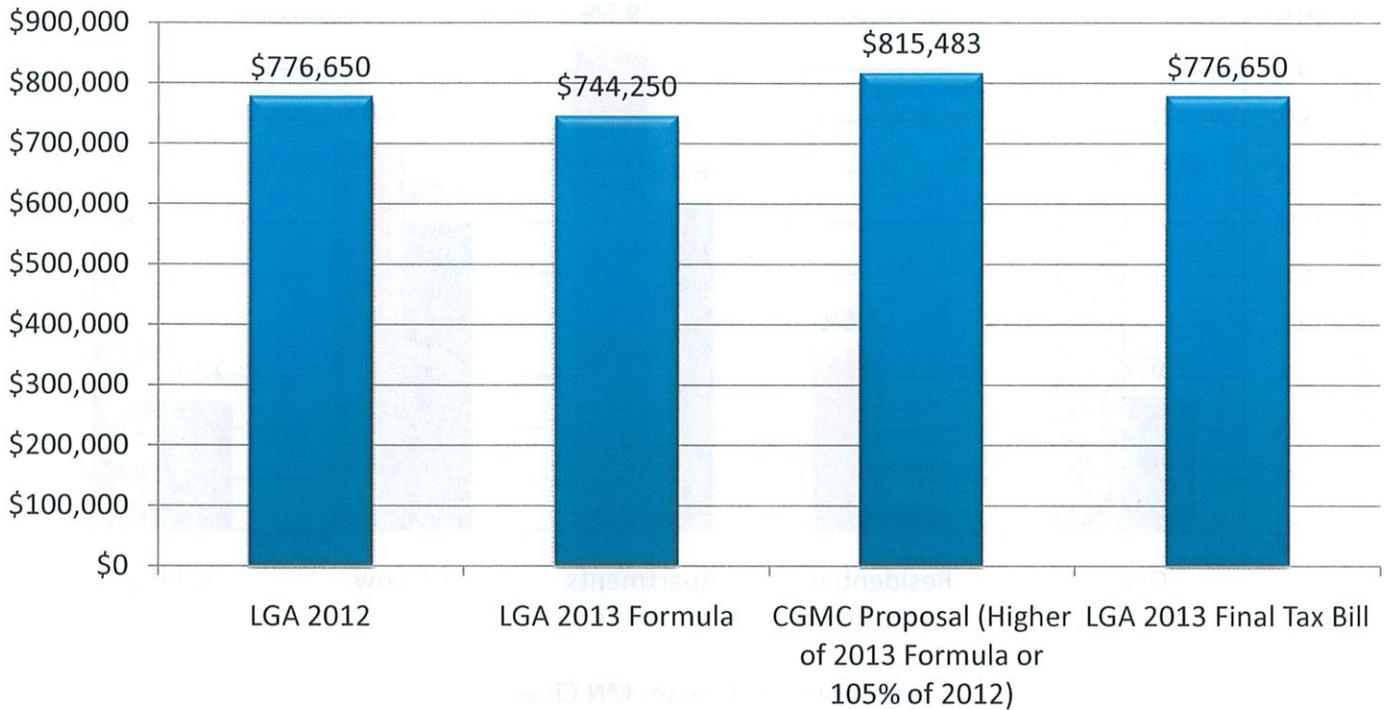


## LGA Payment History

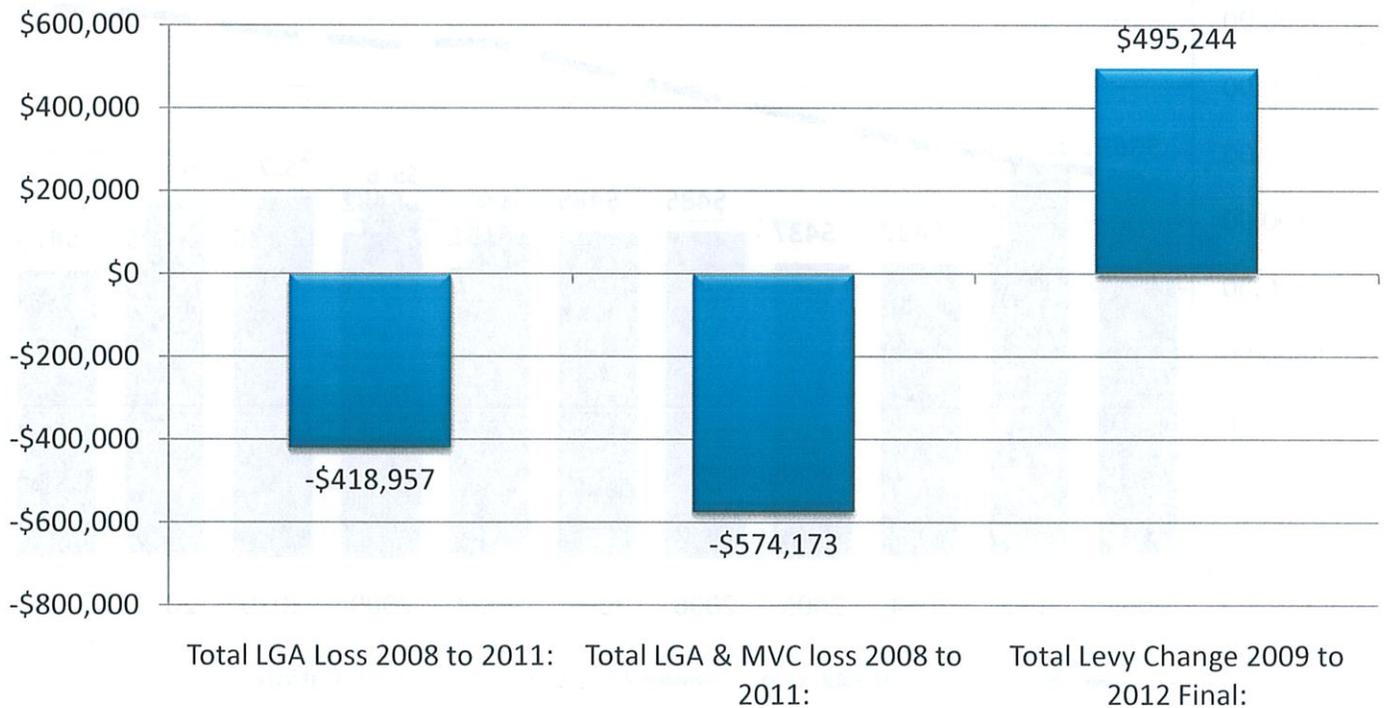


# Benson

## 2013 LGA Changes from 2012 Session



## Recent Loss of State Aid Compared to Change in Levy



# 2012 CGMC Summer Conference

Wednesday, July 25- Friday, July 27  
Owatonna, MN



City \_\_\_\_\_

Name/Title: \_\_\_\_\_ Guest(s): \_\_\_\_\_

Name/Title: \_\_\_\_\_ Guest(s): \_\_\_\_\_

Name/Title: \_\_\_\_\_ Guest(s): \_\_\_\_\_

Please indicate the number of people attending each event in the space provided. Make extra copies of this form as needed.

## Wednesday, July 25

- \_\_\_\_\_ 1:00 p.m. Board of Directors Meeting
  - \_\_\_\_\_ 2:00 p.m. Legislative Session Results
  - \_\_\_\_\_ 4:00 p.m. Meet the U.S. Senate Candidates (invited)
  - \_\_\_\_\_ 5:30 p.m. Owatonna Evening Social/Dinner
- Arts Center/City Hall/State School Orphanage Museum

## Thursday, July 26

- 8:00 a.m. Morning Activities
- \_\_\_\_\_ Golf at Brooktree Golf Course
- 9 holes compliments of Owatonna, Carts Additional
- \_\_\_\_\_ Historic Downtown Tour
- Porus Paved Alleys and Rain Gardens, City Parks and Trails, Firehall, Public Utilities, Tourism Sites
- \_\_\_\_\_ Owatonna Community Tour
- Manufacturing, Health Care Campus, Airport, Transportation Projects
- \_\_\_\_\_ 12:30 p.m. Lunch
- \_\_\_\_\_ 1:30 p.m. Infrastructure in Crisis!
- \_\_\_\_\_ 3:00 p.m. Development Panel moderated by Northland Securities
- \_\_\_\_\_ 4:00 p.m. Legislative Tax Panel
- \_\_\_\_\_ 5:30 p.m. Social Hour
- \_\_\_\_\_ 6:30 p.m. Legislative Awards Dinner
- Keynote: Prof. David Schultz, Hamline University

## Friday, July 27

- \_\_\_\_\_ 7:30 a.m. Continental Breakfast
- \_\_\_\_\_ 8:30 a.m. Labor and Employee Relations Update and Business Meeting
- \_\_\_\_\_ 9:45 a.m. Full Membership Meeting

Return this form to CGMC!

Please submit this registration by July 13 to :

Colleen Millard  
525 Park Street, Suite 470  
Saint Paul, MN 55103  
E-mail: [cfmillard@flaherty-hood.com](mailto:cfmillard@flaherty-hood.com)  
Fax: 651.225.9088  
Phone: 651.225.8840

### Hotel Reservations

Holiday Inn Hotel and Suites  
Phone: 507.446.8900 or 1.888.465.4329  
CGMC Rate: \$89.00 + tax  
2365 43rd Street NW  
Owatonna, MN 55060  
[www.hiowatonna.com](http://www.hiowatonna.com)

Hotel room blocks are held until July 11. Conference attendees are responsible for making their own hotel reservations.

All conference activities are at the Holiday Inn unless otherwise noted.

### Members Attending

1	\$230
2	\$450
3	\$670
4	\$900

Please include \$25 for each guest's dinner.

Total \$ \_\_\_\_\_

Please make checks payable to CGMC:

- Bill me
- Payment enclosed
- I'll pay at the conference

# 2012 CGMC Summer Conference

Wednesday, July 25- Friday, July 27  
Owatonna, MN



## Wednesday, July 25

- 11:00 a.m. Check-in and Registration Open
- 1:00 p.m. Board of Directors Meeting
- 2:00 p.m. Legislative Session Results
- 3:30 p.m. BREAK
- 4:00 p.m. Meet the U.S. Senate Candidates (invited)
- 5:00 p.m. Break and Hotel Check-In
- 5:30 p.m. Owatonna Evening Social/Dinner  
*Arts Center/City Hall/State School Orphanage Museum*
- 8:30 p.m. Approximate Return to Hotel

## Thursday, July 26

\*Breakfast on own\*

- 8:00 a.m. Morning Activities
  - *Golf at Brooktree Golf Course*
  - *Historic Downtown Tour*
  - *Owatonna Community Tour*
- 12:30 p.m. Keynote Lunch: State Sen. Julie Rosen, Vikings Stadium bill author (invited)
- 1:30 p.m. Infrastructure in Crisis!
  - 1:30- Terry Kuhlmann, MPFA (invited)
  - 2:00- Tom Eggum, American Society of Civil Engineers
- 2:45 p.m. BREAK
- 3:00 p.m. Development Panel moderated by Northland Securities
- 4:00 p.m. Legislative Tax Panel
- 5:00 p.m. BREAK
- 5:30 p.m. Social Hour
- 6:30 p.m. Legislative Awards Dinner  
Keynote: Prof. David Schultz, Hamline Univ.

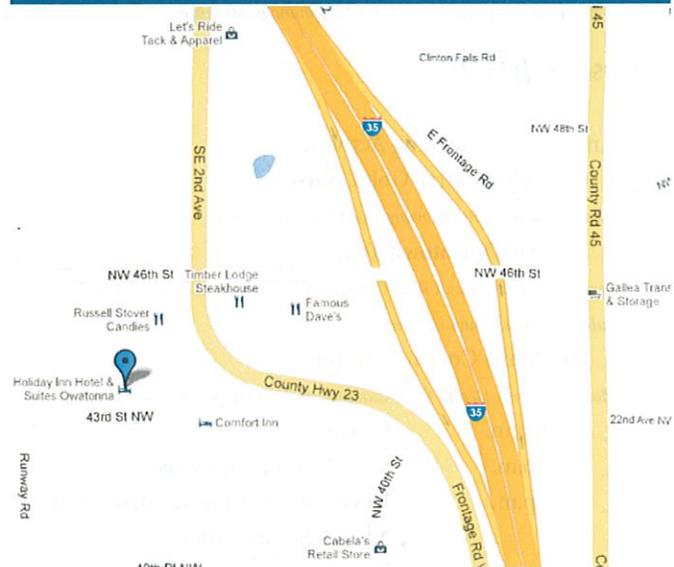
## Friday, July 27

- 7:30 a.m. Continental Breakfast
- 8:30 a.m. Labor and Employee Relations Update and Business Meeting
- 9:30 a.m. BREAK
- 9:45 a.m. Full Membership Meeting
- 11:30 a.m. Adjourn

## Hotel Reservations

- Holiday Inn Hotel and Suites
- Phone: 507.446.8900 or 1.888.465.4329
- CGMC Rate: \$89.00 + tax
- 2365 43rd Street NW
- Owatonna, MN 55060
- [www.hiowatonna.com](http://www.hiowatonna.com)
- Hotel room blocks are held until July 11. Conference attendees are responsible for making their own hotel reservations.
- *All conference activities are at the Holiday Inn unless otherwise noted.*

## Map and Directions



### From the North:

Go south on I-35. Take exit 45 toward Steele County 9/Clinton Falls. Turn right on 46th Street NW. Take the first left on 43rd Street NW. Hotel is on the right.

### From the South:

Go north on I-35. Take exit 45 toward Steel County 9/Clinton Falls. Turn left on 46th Street NW. Take the first left onto Frontage Road W. Take the first right onto 43rd Street NW. Hotel is on the right.

Note: I-90, I-80, or US 14 will all meet I-35 North to follow these directions.

# 2012 CGMC Economic Development Partnership Program

*Join Greater Minnesota Cities in this NEW Alliance Program*

## Boost Job-Creation in Greater Minnesota

In this challenging economic climate, it's critically important that **Greater Minnesota cities, businesses, non-profits and other organizations work together** to advance policies that will create jobs and boost investments in rural communities.

The **Coalition of Greater Minnesota Cities' Economic Development Partnership Program** offers you an opportunity to support job creation in your community while **marketing your organization** across greater Minnesota.

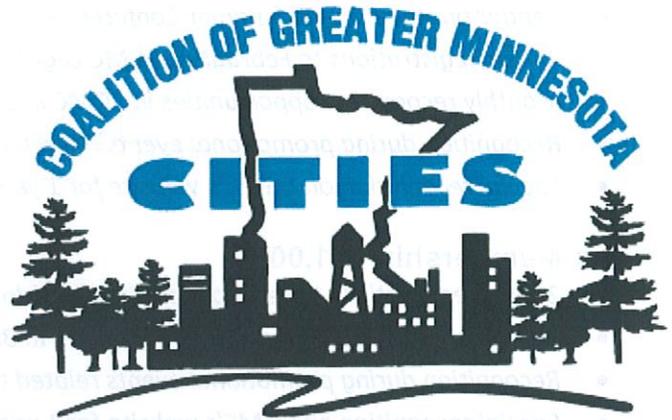
## Promote the *Greater Minnesota Economic Recovery Plan*

All proceeds to the *Economic Development Partnership Program* are directed to research, development and advocacy of the CGMC's "Greater Minnesota Economic Recovery Plan\*," including:

- ✓ **A new Greater Minnesota Jobs Training Program**
- ✓ **A Greater Minnesota Employer Internship Grant**
- ✓ **Expansion of the Angel Investment Credit in Greater Minnesota**
- ✓ **New Funding for Interchanges and Infrastructure Development in Greater Minnesota**

Learn more about the exciting sponsorship opportunities by reviewing and returning the attached *Economic Development Partnership Program* form (on the reverse side).

\*For more information about the CGMC Recovery Plan, please contact J.D. Burton w/ Flaherty & Hood, P.A. at 651-225-8840



Joining the CGMC's *Economic Development Partnership Program* offers your organization...

- *Access to elected officials and staff across Greater Minnesota!*
- *Select Invitations to CGMC conferences and meetings!*
- *Web and newsletter content opportunities!*

Most importantly, joining the CGMC's *Partnership Program* demonstrates your commitment to promoting and advancing job creation opportunities in your community.

Eligible *Partnership* Participants include:

- *Businesses*
- *Non-Profits*
- *Chambers of Commerce*
- *Economic Development Authorities*
- *Others*

***Together, Let's Move Greater Minnesota Forward – Join Today!***

*The Coalition of Greater Minnesota Cities (CGMC) is a non-profit, non-partisan advocacy organization representing over 75 cities across Greater Minnesota.*

**CGMC's Economic Development Partnership Program Offers Affordable Participation Levels that Meet Your Marketing and Investment Needs!**

**Gold Membership - \$2,500**

- Invitation to CGMC Summer Conference, including featured advertising in program;
- Vendor booth at CGMC Summer Conference;
- 4 Free Registrations to February's CGMC Legislative Action Day dinner and reception;
- Monthly recognition opportunities in CGMC in Brief for 1 year;
- Recognition during promotional events related to economic recovery plan; and
- Special recognition on CGMC's website for 1 year.

**Silver Membership - \$1,000**

- 2 Free Registrations to February's CGMC Legislative Action Day dinner and reception;
- Monthly recognition opportunities in CGMC in Brief for 1 year;
- Recognition during promotional events related to economic recovery plan; and
- Special recognition on CGMC's website for 1 year.

**Bronze Membership - \$500**

- Monthly recognition opportunities in CGMC in Brief for 1 year;
- Recognition during promotional events related to economic recovery plan; and
- Special recognition on CGMC's website for 1 year.

----- Detach or send copy of this application with payment -----

**Company Information**

(Please provide printed information as it should appear on materials and website)

Company/Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Main Phone: \_\_\_\_\_

**Contact Information**

(For office use only)

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

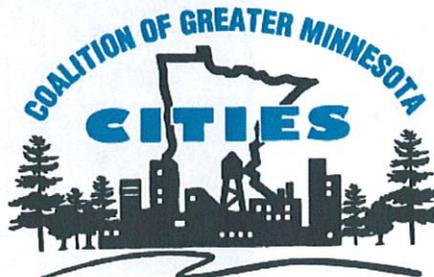
**2012 Partnership Level**

\_\_\_ Gold \$2,500  
 \_\_\_ Silver \$1,000  
 \_\_\_ Bronze \$500

**PLEASE SEND APPLICATION AND PAYMENT TO:**

Coalition of Greater Minnesota Cities  
 Attn: Colleen Millard  
 525 Park Street, Suite 470  
 St. Paul, Mn 55103

PLEASE MAKE CHECKS PAYABLE TO CGMC



## CGMC Efforts Block Backsliding on Annexation and Advance Reform

What was expected to be a quiet year on annexation and land use issues became much more exciting with the introduction of H.F. 2466/S.F. 2548, a proposal by Rep. Daudt and Sen. Ortman that would have severely restricted a city's ability to annex property through either the contested case process or annexation by ordinance process currently in law.

The bill would have allowed for township residents to sidestep the administrative law judge contested case process with a referendum. It would have also allowed a town board to unilaterally prevent a city from finalizing an annexation by ordinance. These provisions would have prevented almost any annexations from going forward and would have significantly reduced any incentive for the townships to negotiate reasonable orderly annexation agreements.

Upon the introduction of this bill, CGMC staff met with the bill author in the House, the chair of the House Government Operations and Elections Committee (which had oversight over the issue), and numerous committee members on a bipartisan basis. CGMC members also contacted key legislators in response to an *Action Alert*. The message to legislators was that this bill would stop cities from being able to manage their growth, would hamper economic development, and would undermine the purpose of boundary adjustments statutes. Because of these strong efforts, the bill was never brought up in committee and subsequently missed committee deadlines and died for the session.

In the area of reform, CGMC was instrumental in completing a task that began last year relating to the process for detachment of property from a city back to a township. In response to concerns from several parts of the state, CGMC worked with the League of Minnesota Cities, the Minnesota Association of Townships, Sen. Carlson, and Rep. Howes to improve the detachment process. The outcome was a consensus bill that streamlines the decision process if both the city and township are in agreement; gives the township a role in detachment proceedings, where before they had none; requires a mandatory

mediation process if the parties do not agree; and stipulates that unless an administrative law judge finds reason for it to be otherwise, the landowner making the petition to detach shall bare at least 50% of the cost of the administrative proceedings. This bill was signed into law on March 20, 2012.

The 2012 Legislative Session demonstrates that CGMC should always be vigilant in protecting cities' ability to annex property, to grow in an environmentally-friendly way, and to ensure that necessary economic development can move forward.

## Collaboration on Environment Pays Off

During the 2012 Legislative Session, the CGMC collaborated with other organizations to move its environmental goals forward. As the session began, Sartell contacted the CGMC about legislation it was proposing to amend the water conservation rate requirement imposed on municipal water suppliers. CGMC staff surveyed other members and determined that many of our members were experiencing problems with the requirement including the time and expense associated with designing the rate, the fact that it ignored past conservation efforts, and the challenge of adapting the requirements for large industrial water users.

Sen. Pederson and Rep. O'Driscoll, who represent the CGMC Cities of Sartell, Waite Park and St. Joseph, introduced legislation (S.F. 1560/H.F. 1923) that would eliminate this requirement. CGMC testified at the Senate hearing on the bill. As the bill moved forward, the language was modified to address concerns of the Department of Natural Resources. The League of Minnesota Cities took the lead in negotiating, but CGMC provided input. Under the final language, suppliers must encourage water conservation but it can be through practices other than conservation rates. This language was folded into an omnibus bill signed by the governor, S.F. 1567.

As the CGMC gathered information last fall, many cities and chambers of

commerce identified the slowness and complexity of permitting as a significant impediment to economic development. Before the legislative session began, CGMC lobbyists provided input to the Minnesota Chamber of Commerce on their proposed legislation to improve the permitting process. The final bill, which the governor signed, made significant changes to the permitting process, including the creation of the Minnesota Business First Stop to make it easier for businesses to navigate.

During the 2011 Legislative Session, the CGMC worked with other organizations to ensure that Greater Minnesota received a dedicated share of Parks and Trails Legacy funding. Local governments found it difficult to take advantage of the money because of a 25 % match requirement and a \$500,000 cap on projects. Neither requirement was imposed on metropolitan parks. CGMC staff testified in favor of removing the match at legislative hearings. The Senate included language removing the requirements, while the House did not. The conference committee adopted the Senate approach in its final report on S.F. 2493, which the legislature adopted and the governor signed. These changes were amongst the most contentious in the bill and our cities can expect the metropolitan parks and their legislators to fight even harder next year to limit the amount of money available to parks and trails in Greater Minnesota.

## UPCOMING EVENTS

### CGMC Breakfast at LMC Annual Conference

June 22 in Duluth  
7:30a.m. at the DECC

### CGMC Summer Conference

July 25-27 in Owatonna  
Holiday Inn Hotel and Suites  
\*Agenda and registration are attached!

### CGMC Fall Conference

November 14-16 in Alexandria  
Arrowwood Resort and  
Conference Center

## 2011-2012 CGMC Board of Directors

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Rochester

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Marshall Hallock, Finance Director, Red Wing

Marc DeMers, Councilor, East Grand Forks

Charlene Stevens, City Administrator, Willmar

## Greater Minnesota Opposition Keeps Supermajority Constitutional Amendment Off Ballot

After the government shutdown of 2011, a key initiative of some Republican lawmakers for the 2012 Legislative Session was advancing a constitutional amendment requiring a supermajority vote in each legislative body to increase taxes or spending. Recognizing the negative implications such a measure would likely have on Greater Minnesota-- increased property taxes, cuts to programs like LGA, increased legislative gridlock, and budgeting through constitutional amendments-- the CGMC took strong and early efforts to oppose the proposal. CGMC lobbyists designed a lobby and media strategy that focused on having Greater Minnesota cities, chambers of commerce, local media, and community leaders advocate against the supermajority amendment with their elected officials.

CGMC lobbyists traveled throughout Greater Minnesota, meeting with newspaper editorial boards, chambers of commerce, and community leaders, explaining the harmful ramifications a supermajority amendment would have on rural communities. As a result, fifteen newspapers published editorials in opposition to the supermajority amendment in January and February, building negative momentum against the proposal early in the legislative session.



Above: Seventy-two city officials representing forty Greater Minnesota Cities gathered at the Flaherty & Hood offices for CGMC's Feb. 8 Legislative Action Day

In addition, eleven Greater Minnesota chambers of commerce adopted positions opposing the supermajority amendment. These editorials and resolutions were used when lobbying Greater Minnesota Republican legislators and had significant influence in persuading these lawmakers to reconsider their position. The contacts from the community leaders in their legislative districts were also extremely effective in getting lawmakers to change their minds and oppose the proposed constitutional amendment.

At the Capitol, this overwhelming opposition from Greater Minnesota is largely credited for keeping the supermajority amendment off the ballot.

### About the Coalition of Greater MN Cities

CGMC is dedicated to a strong Greater Minnesota. Our mission is to develop viable, progressive communities for businesses and families through strong economic growth and good local government. We support fair property taxes, sound land use planning, sensible environmental regulation, a balanced transportation system, and effective economic development tools to meet that goal.

#### Contact Us

Email: [cgmcinfo@flaherty-hood.com](mailto:cgmcinfo@flaherty-hood.com)  
Online: [www.greatermncities.org](http://www.greatermncities.org)

### About Flaherty & Hood, P.A.

With over 25 years of experience at the Capitol, Flaherty & Hood, P.A. has the expertise needed to successfully create change at the state level for CGMC. Our unique approach integrates strong policy analysis and media relations with traditional, bipartisan lobbying in order to effectively communicate with key decision makers.

#### Contact Us

Phone: 651-225-8840

Fax: 651-225-9088

Email: [info@flaherty-hood.com](mailto:info@flaherty-hood.com)

Online: [www.flaherty-hood.com](http://www.flaherty-hood.com)

**From:** Rob Wolfington  
**Sent:** Thursday, May 31, 2012 11:44 AM  
**To:** Val Alsaker  
**Subject:** FW: Benson CAT Generator RICE Upgrades

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**From:** Andy Koob [mailto:adk@dgrnet.com]  
**Sent:** Thursday, May 31, 2012 11:38 AM  
**To:** Elliot Nelson; 'Rob Wolfington (E-mail)'  
**Subject:** RE: Benson CAT Generator RICE Upgrades

Rob & Elliot,

Attached is our proposal for the Power Plant Equipment Upgrades project for consideration by the City Council on Monday, June 4.

I am following up with 2 hardcopies in the mail.

Feel free to give me a call with any questions.

Best Regards,

**Andy Koob, P.E.**

**DeWild Grant Reckert  
and Associates Company**

1302 South Union Street  
Rock Rapids, IA 51246  
phone: 712-472-2531  
fax: 712-472-2710

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 4, 2012 ("Effective Date") between

City of Benson, Minnesota ("Owner")

and DeWild Grant Reckert & Associates Company ("Engineer")

Engineer agrees to provide the services described below to Owner for Power Plant Equipment Upgrades ("Project").

Description of Engineer's Services: as shown in attached Appendix I and II.

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

## 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment**

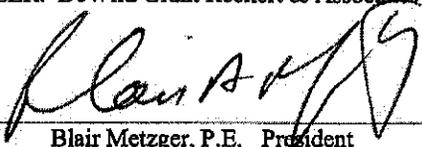
- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. For any "Lump Sum" tasks listed in Appendix II, a lump sum shown in the Appendix.
  - 2. For all "Hourly" and any "Additional" Services listed in Appendix II: Engineer's Standard Hourly Rates in effect at the time services are performed, plus reimbursable expenses and Engineer's consultants' charges, if any. Current Hourly Rates are included in Appendix I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

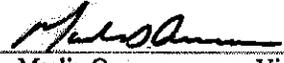
OWNER: City of Benson, Minnesota

ENGINEER: DeWild Grant Reckert & Associates Co.

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

By:   
Blair Metzger, P.E. President

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

By:   
Marlin Overman, Vice President

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

Date Signed: 5-31-12

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

DeWild Grant Reckert & Associates Co.  
1302 S. Union Street, P.O. Box 511  
Rock Rapids, IA 51246

**APPENDIX I**

**DEWILD GRANT RECKERT AND ASSOCIATES COMPANY  
CONSULTING ENGINEERS  
ROCK RAPIDS, IA - SIOUX FALLS, SD - SIOUX CITY, IA**

JANUARY 2012

**HOURLY FEE SCHEDULE A**

<b>Personnel Grade</b>	<b>Engineer Hourly Rate</b>	<b>Technician Hourly Rate</b>	<b>Administrative Hourly Rate</b>
01	\$72.00	\$42.00	\$38.00
02	\$76.00	\$45.00	\$39.00
03	\$80.00	\$48.00	\$41.00
04	\$85.00	\$52.00	\$43.00
05	\$93.00	\$56.00	\$46.00
06	\$101.00	\$60.00	\$50.00
07	\$110.00	\$64.00	\$54.00
08	\$119.00	\$68.00	\$58.00
09	\$128.00	\$72.00	\$63.00
10	\$137.00	\$76.00	\$68.00
11	\$146.00	\$80.00	\$74.00
12	\$157.00	\$84.00	\$82.00
13	\$170.00	\$90.00	\$98.00
14	\$180.00	\$96.00	\$121.00
15	\$187.00	\$105.00	\$155.00

**Reimbursable Expenses:**

1. Company vehicles, all at the IRS standard mileage rate in effect at the time.
2. Other travel, subsistence, lodging at actual out-of-pocket cost.
3. GPS Survey Equipment (when used) at \$31.25 per hour.

## **APPENDIX II**

### **SCOPE OF WORK**

**City of Benson, Minnesota**

**Power Plant Equipment Upgrades**

**June 4, 2012**

#### **1. Project Description:**

The US Environmental Protection Agency recently published rules pertaining to emissions from compression ignition reciprocating internal combustion engines (RICE). There are several new requirements for generation equipment and their owners due to this rule. The City of Benson wishes to make physical improvements to certain facilities in its power plant to bring five (5) engines (five Caterpillar 1825 kW engines) into compliance. It is anticipated that the project will include the following items:

- Replacement of existing exhaust silencers with new combination exhaust silencers and oxidation catalysts.
- Modifications to and replacement of exhaust piping as required to accommodate the installation of the new silencers/catalysts.
- Installation of crankcase ventilation systems.
- Procurement and installation of exhaust monitoring equipment.
- Removal of old silencers, piping, and related equipment.

Our understanding of the approach for procuring the major materials and performing the work associated with this project is as follows:

- Major materials will be procured through a formal bidding process.
- One (1) construction contract for mechanical, electrical, and structural work will be awarded through a formal bidding process. The City will provide major materials to this contractor for installation.

## **2. Scope of Work (Lump Sum Portion):**

The following items consist of the engineering services for this segment of the project:

### **Preliminary Phase:**

1. Participate in a project kickoff meeting to review and discuss the project with the City, and to gather field information.
2. Review information collected from existing construction documents, field data, technical research, correspondence, etc.
3. Prepare preliminary construction documents outlining preliminary equipment layouts, sizes, shapes and structural improvements (as authorized and deemed necessary).
4. Prepare a preliminary cost estimate.
5. Compile the above preliminary design information into correspondence for review by the City. Proceed to the construction document phase after review of any Owner comments.

### **Design Phase:**

1. Develop specifications, bidding, and contract documents for the major materials including the combination oxidation catalysts/exhaust silencers, continuous parameter monitoring systems, and crankcase ventilation systems.
2. Develop specifications, bidding, and contract documents for mechanical, structural, and electrical installation work associated with the project.

### **Bidding Phase:**

1. Produce specifications and contract documents to allow receiving of bids for the project.
2. Provide bidding documents to interested bidders and respond to bidder questions.
3. Assist in receiving bids, attend bid openings, analyze bids, develop spreadsheets detailing bid results, and make a recommendation on the award of the contract.

### **3. Scope of Work (Hourly Portion):**

The following items consist of the engineering services for this segment of the project:

#### **Construction Phase:**

1. Organize and attend preconstruction conferences.
2. Review shop drawings.
3. Assist in construction administration and scheduling.
4. Process progress payments and prepare change orders (if required).
5. Respond to construction questions as needed.
6. Conduct periodic site visits.

#### **Final Phase:**

1. Conduct project walk-throughs, and develop a "punch-list".
2. Develop close-out documents for signatures.
3. Produce record drawings based on field-provided red-lines as requested.

#### **Testing Coordination:**

1. Prepare a Request for Proposal (RFP) to accomplish EPA compliance testing, separate from the construction contract.
2. Provide RFP documents to interested bidders and respond to bidder questions.
3. Analyze proposals and make a recommendation of award.
4. Coordinate with the testing firm as required on the City's behalf and review the generated documentation.

### **4. Assumptions/Limitations:**

The following are our assumptions and limitations around which our scope of work and fee was developed:

1. Standard 2007 EJCDC (Engineers Joint Contract Documents Committee) contract documents shall be used for the construction bidding package.

2. Two (2) contracts will be awarded: One (1) for the major materials, and one (1) for the installation.

**5. Initial Project Budget:**

The following is the initial project budget:

Construction – Labor & Materials	\$ 375,000
EPA Compliance Testing Upon Project Completion	\$ 9,000
Contingencies	\$ 46,500
Engineering – Design (Lump Sum)	\$ 35,200
Engineering – Construction Administration (Hourly-Estimate)	<u>\$ 14,500</u>
<b>TOTAL</b>	<b>\$ 480,200</b>

**6. Timetable:**

The following is a preliminary timetable for the project:

Authorize engineering agreement	June 5, 2012
Preliminary design complete	July 15, 2012
Major Material specifications complete	August 15, 2012
Major Materials ordered	October 15, 2012
Complete construction design	November 1, 2012
Begin construction at site	January 15, 2013
Release stack testing RFP	February 15, 2013
Installation ready for testing	April 15, 2013
EPA testing complete - units operational	May 1, 2013
Final project cleanup complete	June 1, 2013

**8. Fee Arrangement:**

We propose to bill for our services under the following arrangement:

<u>Lump Sum Portion:</u>	
Preliminary Phase	\$ 6,100
Design Phase	22,100
Bidding Phase	<u>7,000</u>
Lump Sum Total:	\$35,200
<u>Hourly Portion</u>	
<u>(All Estimates):</u>	
Construction Phase	\$ 8,500
Final Phase	3,500
Testing Coordination	<u>2,500</u>
Hourly Total (Estimated):	\$14,500
<b>Overall Total:</b>	<b>\$49,700</b>

All "Lump Sum" work is inclusive of personnel, subsistence, travel, computer, and other costs.

All "Hourly" work will be billed at the then-current Hourly Fee Schedule. A copy of the current Hourly Fee Schedule is attached. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); and subsistence costs if overnight stays are required (food and lodging). The fees shown above are an estimate of these expenses.

If additional assistance is needed, we will bill for those tasks at our Hourly rates.

**FEASIBILITY STUDY**  
**FOR**  
**NORTHWEST AREA LEVEE**  
**CONSTRUCTION**

**CITY OF BENSON**  
**SWIFT COUNTY, MN**

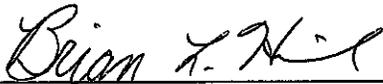
MAY, 2012

*Prepared By:*

**LANDTEAM, Inc.**  
**509 22<sup>nd</sup> Avenue East, Ste. 102**  
**Alexandria, MN 56308**

**NORTHWEST AREA LEVEE CONSTRUCTION**  
**BENSON, MINNESOTA**  
Project No. BE1104

I hereby certify that this Feasibility 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.



---

Brian L. Hiles, P.E.

Date May 31, 2012

License No. 40157

This Feasibility Report has been prepared for the City Council of Benson, Minnesota, to analyze the cost of constructing a permanent earthen levee to provide flood protection to the Hawleywood Addition area of the City of Benson. The levee would be constructed as a base to allow the City to install four foot high HESCO barriers on the top of the levee to provide additional flood protection to the 100 year flood elevation of the Chippewa River in this area as established by FEMA.

## I. Project Planning Area

The planning area includes portions of Hawleywood Addition, Hawleywood First Addition, and Hawleywood Third Addition. These areas are located on Meadow Lane and Sanford Road north of Wood Avenue. Twenty-seven homes in this area have a lowest floor elevation between 1032.00 and 1036.00. The 100 year flood elevation of the Chippewa River in this area is 1036.28. The attached exhibit shows the houses affected by these projects and the FEMA 100 year flood elevation.

## II. Existing Conditions

The area of the proposed levee construction lies outside of the residential development in the project area. The west leg of the levee will be constructed on land on the east side of the golf course property along the existing golf course access road. The north leg of the levee will be constructed on undeveloped land that is currently open field and wooded. There is no natural protection for this area from flood waters from the Chippewa River that flows through the adjacent golf course.

Soil borings were completed along the project route and the logs of these borings are included at the end of this report. Generally the ground along the west leg to be used to construct the levee upon is suitable for this construction. Along the north leg, there is peat and fill material below the proposed levee construction area. Special considerations for construction in this area will have to be used.

The north leg of the levee is located on privately owned property and this property will have to be acquired from the owner as a permanent easement. The west leg of the levee will be constructed on golf course property that is currently owned by the City.

Overhead high power lines exist in an easement along the north leg of the levee. Initial contact has been made to the utility company owning these lines and they do not object to the project. They do require that they be involved in the design process and have the opportunity to review and comment on the plans.

## III. Proposed Improvements

In order to provide flood protection to the 100 year flood elevation, structures will need to be constructed to a minimum elevation of 1036.28. The permanent portion of the project will consist of constructing an earthen levee to minimum elevation of 1033.25. The levee will be sixteen feet wide at the top and have minimum 3:1 side slopes. The top of the levee will be constructed to be accessible by construction equipment for installation of the temporary flood

measures.

There are existing 54" and 36" RCP storm sewer lines that discharge into a ditch in the northwest corner of the proposed levee construction. In order to maintain flood protection, these lines must be isolated and fitted with water stopping systems to prevent flood waters from backing up the storm sewer system. To accomplish this junction manholes will be installed on each line. Inside the junction manholes, a sluice gate will be installed. The gate will be opened under normal operating conditions. City staff will close the gate prior to flooding conditions.

The temporary structure for flood control will consist of four foot high by three foot wide HESCO barriers. The HESCO barrier is a system of large bags that will be placed on top of the earthen levee. The bags are then filled with sand to provide structural stability. The City will have the materials for the temporary construction on hand and when flood conditions are imminent the temporary structure will be installed. Once flood conditions recede, the City will remove the temporary structure and restore any damage to the levee.

#### IV. Assessment Calculations

The City of Benson has determined that construction of the permanent levee system and the cost of the temporary protection should be assessed to the benefitting properties within the Hawleywood Additions. There are 27 properties that will benefit from this project. However, due to elevation differences of the homes within this area, there are differing levels of benefit. In order to assign level of benefit to each property, each foot of elevation rise was assigned an Assessment Factor (AF). The AF's assigned range from 0.25 to 0.50 to 0.75 to 1.00. Residences with first floor elevation below 1033 are assigned an AF of 1.00 as they receive the highest benefit from this construction. Residences with elevations from 1033 to 1034 are assigned an AF of 0.75. Residences with elevations from 1034 to 1035 are assigned an AF of 0.50 and residences above 1035 are assigned an AF of 0.25.

#### V. Cost Analysis

The estimated costs for the proposed permanent levee construction is \$255,904. This amount includes procurement of the necessary easements and construction of the permanent levee and the storm sewer improvements. It also includes construction contingencies, engineering fees, legal fees, and administrative fees. The cost to procure the items necessary to construct the temporary HESCO barrier is estimated at \$146,335.

The City is attempting to receive funding from FEMA to offset some of the costs of these improvements. Any participation in the project cost by FEMA will reduce the amount of assessment to the benefitted properties.

Attached to this report is the Preliminary Estimate of Cost. The estimated assessments to benefitting properties are also attached.

## VI. Conclusions and Recommendations:

This Feasibility Report has examined the costs associated with providing flood protection to the 100 year flood elevation to properties within the Hawleywood area of the City of Benson. This flood protection will be completed through a combination of permanent levee construction and procurement of temporary barrier materials and a plan for their installation.

Upon acceptance of this Report and a decision to proceed with the project, the council would proceed to holding a public hearing for the purposes of Chapter 429 special assessments. Upon completion of the hearing, the Council may call for Plans and Specifications for the project. The project proposed by this Feasibility Report is necessary, cost-effective, and feasible and should be made as presented.

**CITY OF BENSON**  
**NORTHWEST LEVEE**  
 Estimated Quantities and Costs  
 Project No. BE1104

**LEVEE CONSTRUCTION AND STORM SEWER RECONSTRUCTION**

Item Description	Unit	Quantity	Unit Price	Extension
1 MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
2 CLEAR AND GRUB TREES	ACRE	0.1	\$5,000.00	\$500.00
3 RELOCATE TREE	EACH	31	\$75.00	\$2,325.00
4 SALVAGE CLASS 5 SURFACE	CU YD	250	\$6.00	\$1,500.00
5 TOPSOIL STRIPPING	CU YD	890	\$4.00	\$3,560.00
6 SPECIAL EXCAVATION	CU YD	1,500	\$6.00	\$9,000.00
7 SELECT BORROW (SV)	CU YD	7,790	\$10.00	\$77,900.00
8 SELECT GRANULAR BORROW (CV)	CU YD	260	\$10.00	\$2,600.00
9 8" AGGREGATE CLASS 5 (CV)	CU YD	370	\$14.00	\$5,180.00
10 6" AGGREGATE CLASS 5 (CV)	CU YD	60	\$14.00	\$840.00
11 PLACE SALVAGED CLASS 5 (SV)	CU YD	250	\$4.00	\$1,000.00
12 CONTROL MANHOLE - 4020 - 96" WITH 54" SLUICE GATE	LS	1	\$30,000.00	\$30,000.00
13 CONTROL MANHOLE - 4020 - 72" WITH SLUICE GATE	LS	1	\$16,000.00	\$16,000.00
14 12" RC PIPE	LIN FT	75	\$20.00	\$1,500.00
15 12' RCP APRON	EACH	3	\$350.00	\$1,050.00
16 RIPRAP CL III	CU YD	5	\$50.00	\$250.00
17 GEO-GRID REINFORCEMENT MAX	SQ YD	1,100	\$5.00	\$5,500.00
18 GEO-TEXTILE STABILIZATION FABRIC	SQ YD	2,830	\$2.50	\$7,075.00
19 SILT FENCE MACHINE SLICED	LIN FT	1,500	\$1.50	\$2,250.00
20 SEEDING (LAWN)	SQ YD	1,900	\$1.10	\$2,090.00
21 SEEDING (ROAD SIDE)	ACRE	1.4	\$2,000.00	\$2,800.00
		SUBTOTAL		<b>\$187,920.00</b>
10% CONTINGENCIES				\$18,792.00
10% DESIGN ENGINEERING (CONSTRUCTION OBSERVATION AND STAKING BY CITY)				\$18,792.00
				<b>\$225,504.00</b>
			EASEMENT ACQUISITION	\$30,000.00
			MPCA NPDES PERMIT	\$400.00
			<b>TOTAL PROJECT COST</b>	<b>\$255,904.00</b>

**CITY OF BENSON  
NORTHWEST LEVEE  
Estimated Quantities and Costs  
Project No. BE1104**

**FIRST 100 YEAR FLOOD MOBILIZATION  
(ASSUMES BASE LEVEE IS IN-PLACE)**

Item Description	Unit	Quantity	Unit Price	Extension
1 HESCO BARRIERS 4 X 3 X 15 (MATERIAL ONLY)	UNIT	180	\$500.00	\$90,000.00
2 12" PIPE PLUG (MULTI-FLEX)	EACH	2	\$400.00	\$800.00
3 18" PIPE PLUG (MULTI-FLEX)	EACH	1	\$600.00	\$600.00
4 SAND BAGS (2 PER 5 LIN. FT.)	EACH	1,100	\$1.00	\$1,100.00
5 POLYETHYLENE	S.Y.	2,400	\$0.20	\$480.00
6 2 - 12" DIESEL PUMP (RENTAL)	DAY	14	\$300.00	\$4,200.00
7 PUMP FUEL (125 GAL/DAY/PUMP)	GAL	1,750	\$4.50	\$7,875.00
8 SAND (CONCRETE TRUCK)	CU YD	1,110	\$28.00	\$31,080.00
9 SAND DELIVERY (1 HR/10 C.Y.)	HR	120	\$85.00	\$10,200.00
<b>TOTAL</b>				<b>\$146,335.00</b>

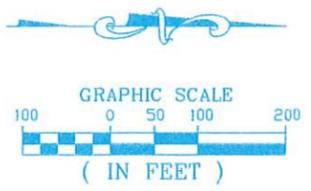
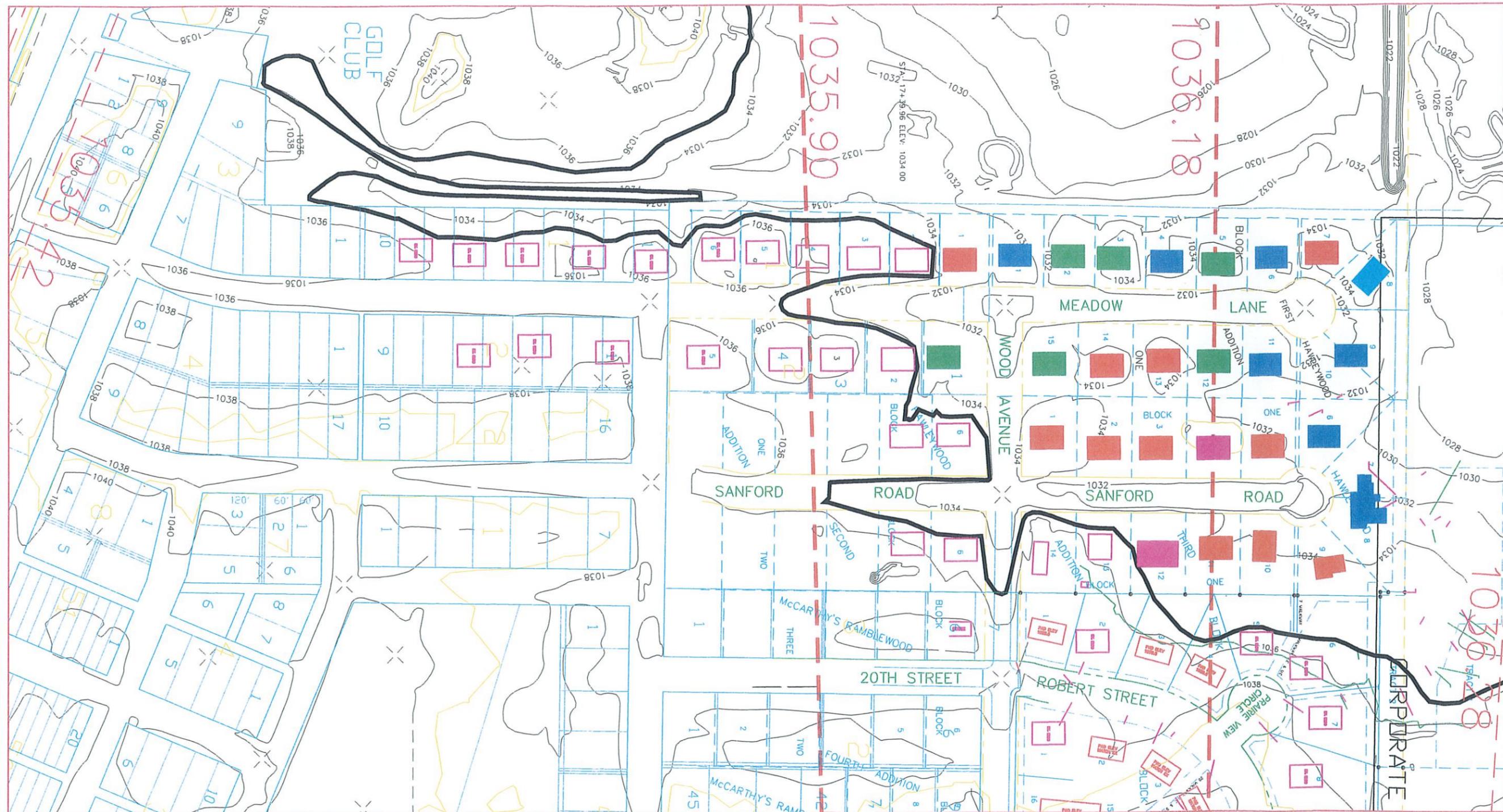
**ESTIMATED COST**

**\$146,335.00**

WORK FORCE ASSUMPTIONS

1. CONTRACTOR PROVIDED:
  - a.) SAND DELIVERY (CONCRETE TRUCK)
  - b.) HESCO FILLING
2. CITY:
  - a.) HESCO DELIVERY AND SETUP
  - b.) PUMPING
  - c.) STORM SYSTEM PLUGGING
  - d.) REMOVALS
3. VOLUNTEER:
  - a.) SAND BAG FILLING
  - b.) POLY AND SAND BAG PLACEMENT





**LEGEND**

<span style="display:inline-block; width:15px; height:15px; background-color:lightblue;"></span>	FLOOD IMPACT ELEVATION 1032.00		100-YR FLOOD ELEVATION LINE
<span style="display:inline-block; width:15px; height:15px; background-color:mediumslateblue;"></span>	FLOOD IMPACT ELEVATION 1033.00		FEMA FLOOD SECTION LINES
<span style="display:inline-block; width:15px; height:15px; background-color:green;"></span>	FLOOD IMPACT ELEVATION 1034.00		
<span style="display:inline-block; width:15px; height:15px; background-color:red;"></span>	FLOOD IMPACT ELEVATION 1035.00		
<span style="display:inline-block; width:15px; height:15px; background-color:magenta;"></span>	FLOOD IMPACT ELEVATION 1036.00		

REVISIONS	DATE	BY

**LANDTEAM**  
INCORPORATED  
CONSULTING ENGINEERING AND PROFESSIONAL SERVICES  
509 29th Avenue East • Minneapolis, Minnesota 55408  
PHONE: (612) 763-5764 • FAX: (612) 763-5766  
EMAIL: landteam@landteaminc.com

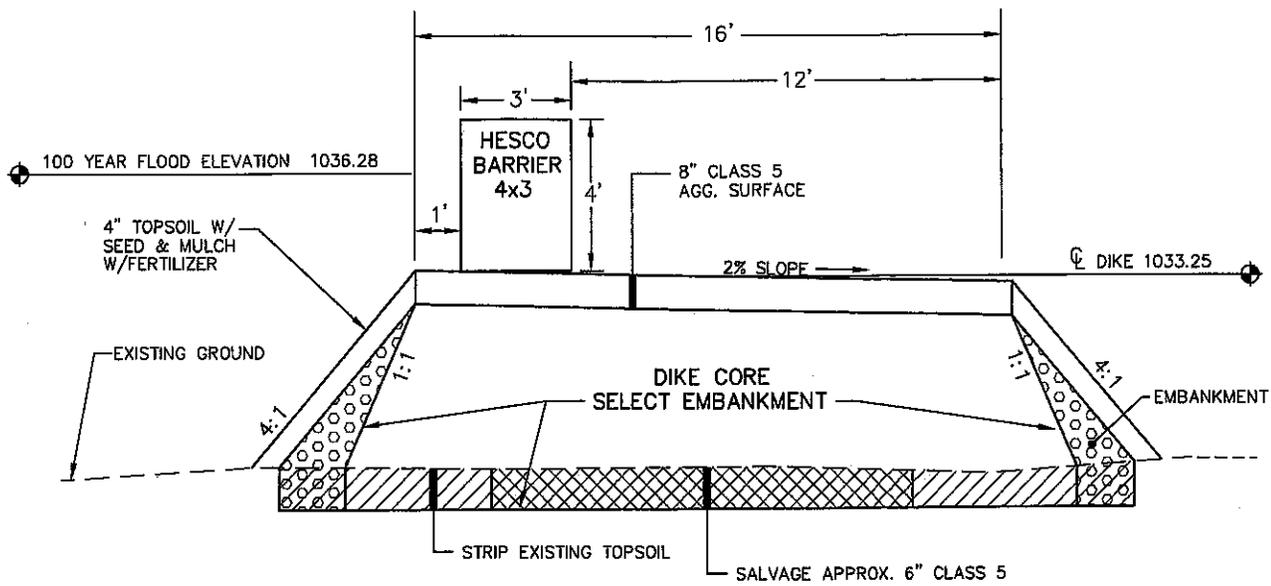
BENEFITTING PROPERTY EXHIBIT  
NORTHWEST LEVEL  
CITY OF BENSON  
BENSON, MN

DRAWN: KRK	DATE: 05-2012	SCALE: 1"=100'	PROJ: BE1104	APPROVED: TAK
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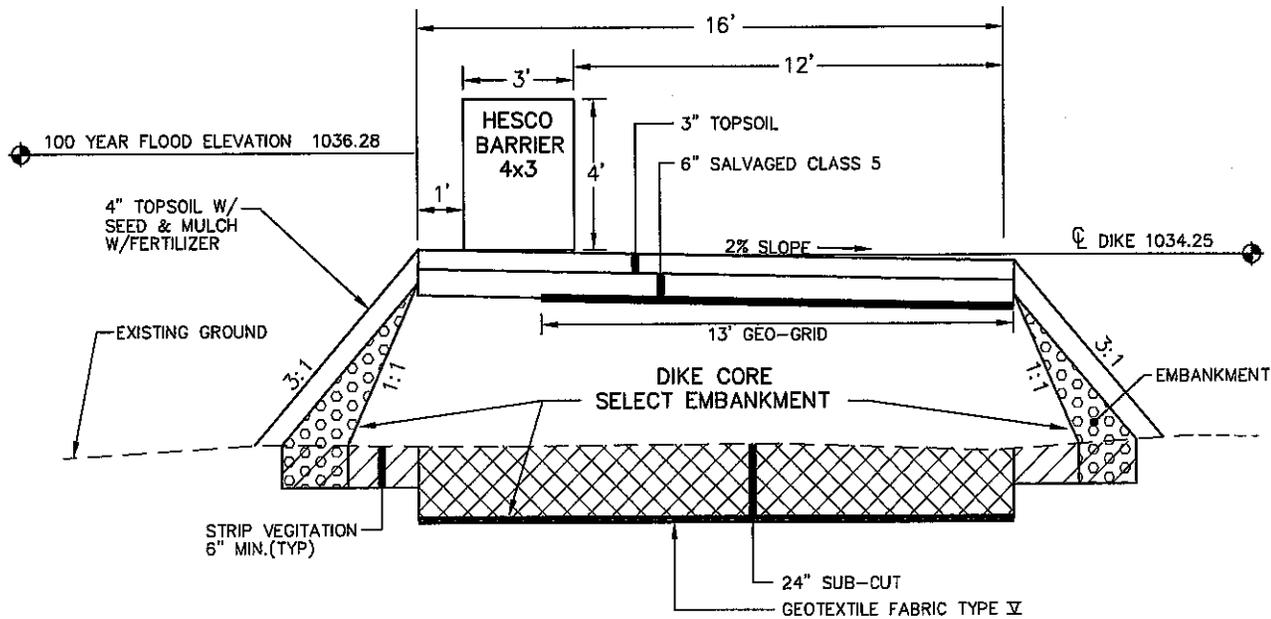
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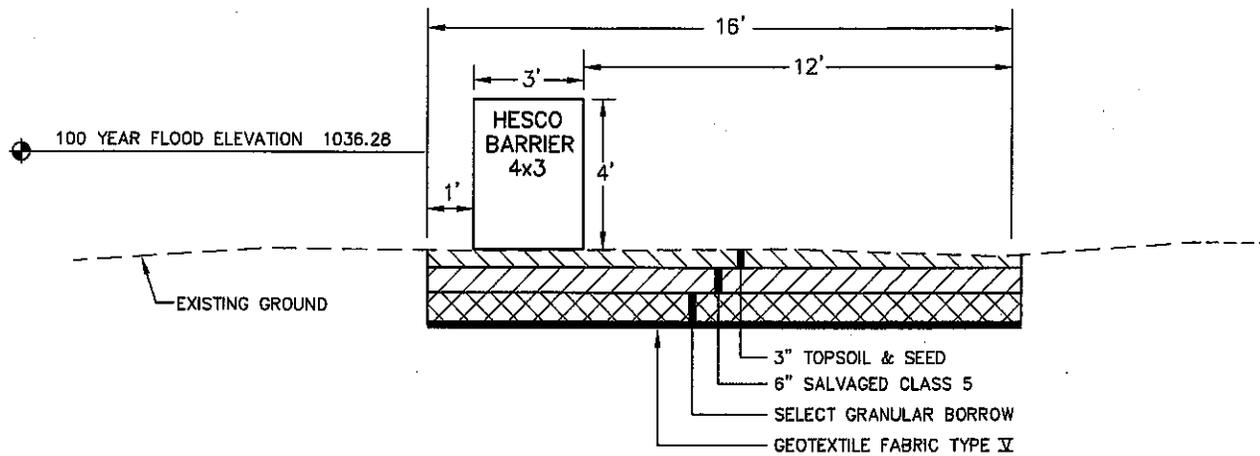




**TYPICAL LEVEL SECTION "A"**  
 STA. 16+50 - 26+00 (GOLF COURSE ROAD)  
 SCALE = N.T.S.



**TYPICAL LEVEL SECTION "B"**  
 STA. 26+00 - 33+03  
 SCALE = N.T.S.



**FLOOD LEVEE ACCESS SECTION "C"**

STA. 33+03 - 36+42

SCALE = N.T.S.

**INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING**

**PROJECT: 12-020 LANDTEAM, INC.**  
**FLOOD LEVY IMPROVEMENTS**  
**BENSON, MINNESOTA**

**DATE: 2/16/12 BORING #: B-1**  
**START TIME: 9:45 END TIME: 10:01**

**METHOD: 3 1/4" I.D. Hollow Stem Auger**  
**CREW: RB / CW**  
**ELEVATION: N/G**

**LOCATION: 13+20 Golf Road**

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	W <sub>p</sub>	Notes
6"		6 inches Aggregate Surfacing					
	SC	CLAYEY SAND, fine grained, w/ a trace of GRAVEL, dark brown.					
2.5				6			
	SM	SILTY SAND, fine grained, w/ a trace of GRAVEL, brown.					
3.5							
	CL	SANDY LEAN CLAY, w/ fine grained SAND, brown, mottled.					
5.0				7			
				8			
		light grey, mottled at 9 feet		12			
10.0		Boring complete to 10.0 feet. Water was not encountered during drilling. No water measured to cave-in at 5.0 feet immediately after completion.					

**INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING**

**PROJECT: 12-020 LANDTEAM, INC.  
FLOOD LEVY IMPROVEMENTS  
BENSON, MINNESOTA**

**DATE: 2/16/12 BORING #: B-2  
START TIME: 10:03 END TIME: 10:17**

**METHOD: 3 1/4" I.D. Hollow Stem Auger  
CREW: RB / CW  
ELEVATION: N/G**

**LOCATION: 20+30 Golf Road**

**Page 1 of 1**

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	W <sub>n</sub>	Notes
4"		4 inches Aggregate Surfacing					
	SM	SILTY SAND, fine grained, black. TOPSOIL		7			
4.0	SM	SILTY SAND, fine grained, w/ a trace of GRAVEL, brown.					
5.0 5.5				4	V		Water measured at 5.0 feet after completion.
	SP	POORLY GRADED SAND, fine grained, w/ a trace of GRAVEL, brown.		10			
				8			
10.0		Boring complete to 10.0 feet. Water was encountered at 8.0 feet during drilling. Water measured at 5.0 feet immediately after completion.					

# INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING

**PROJECT:** 12-020 LANDTEAM, INC.  
**FLOOD LEVY IMPROVEMENTS**  
**BENSON, MINNESOTA**

**DATE:** 2/16/12 **BORING #:** B-3  
**START TIME:** 10:26 **END TIME:** 10:54

**METHOD:** 3 1/4" I.D. Hollow Stem Auger  
**CREW:** RB / CW  
**ELEVATION:** N/G Page 1 of 1

**LOCATION:** 29+00 Easement

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	Notes
	SC	CLAYEY SAND, fine grained, black.  FILL		5		
4.0					V	Water measured at 4.0 feet after completion.
5.0	SC-SM	SILTY CLAYEY SAND, fine grained, w/ a trace of GRAVEL, grey.  FILL		2		
6.0						
	PT	PEAT, black, fibrous.  brown.		4		
10.0				4		
12.0				8		
	SP	POORLY GRADED SAND, fine grained, grey, water bearing.				
15.0				10		
		Boring complete to 15.0 feet. Water was encountered at 4.0 feet during drilling. Water measured at 4.0 feet immediately after completion.				

**INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING**

**PROJECT: 12-020 LANDTEAM, INC.  
FLOOD LEVY IMPROVEMENTS  
BENSON, MINNESOTA**

**DATE: 2/16/12 BORING #: B-4  
START TIME: 11:11 END TIME: 11:30**

**METHOD: 3 1/4" I.D. Hollow Stem Auger  
CREW: RB / CW  
ELEVATION: N/G**

**LOCATION: 34+00 Easement**

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	W <sub>n</sub>	Notes
24"	SM	SILTY SAND, fine grained, black. TOPSOIL					
5.0	SC-SM	SILTY CLAYEY SAND, fine grained, w/ a trace of GRAVEL, brown.		4			
6.5				7			
10.0	SM	SILTY SAND, fine grained, w/ a trace of GRAVEL, brown.		10			
				11	V		Water encountered at 9.0 feet during drilling.
Boring complete to 10.0 feet. Water was encountered at 9.0 feet during drilling. No water measured to cave-in at 7.0 feet immediately after completion.							



## **Office of Brownfields and Redevelopment**

### **Application Notice - DEED to Award \$3 Million in Redevelopment Grants**

The Minnesota Department of Employment and Economic Development (DEED) will be awarding \$3 million in grants through the Redevelopment Grant Program.

#### **Application Deadline**

\$3 million in State Bond Funds will be made available. Applications must be received by 4 p.m. on August 1, 2012.

Download the application at:

[http://www.positivelyminnesota.com/Government/Financial\\_Assistance/Site\\_Cleanup,\\_Redevelopment,\\_Transit\\_Funding/Redevelopment\\_Grant\\_Program\\_2.aspx](http://www.positivelyminnesota.com/Government/Financial_Assistance/Site_Cleanup,_Redevelopment,_Transit_Funding/Redevelopment_Grant_Program_2.aspx)

#### **Eligible Applicants**

Development authorities such as cities, counties, port authorities, EDAs, and HRAs are eligible to apply. At least 50 percent of the grant money will be awarded to sites located outside of the seven-county metropolitan area, given that a sufficient number of eligible applications are received from outstate applicants.

#### **Eligible Activities**

Costs of land acquisition, stabilizing unstable soils when infill is required, demolition, infrastructure improvements and ponding or other environmental infrastructure and costs necessary for adaptive reuse of buildings, including remedial activities. Because the 2012 Legislature appropriated only Bond Funds to the program, eligible costs can only be applied towards publicly owned land with a public purpose, or, preferably, public infrastructure costs that support a private redevelopment

#### **For More Information**

Contact Meredith Udiobok at 651-259-7454 or 800-657-3858 or email [meredith.udoibok@state.mn.us](mailto:meredith.udoibok@state.mn.us).

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED)  
REDEVELOPMENT GRANT RESOLUTION  
(RESOLUTION 2012- )**

BE IT RESOLVED that the City of Benson act as the legal sponsor for project(s) contained in the Redevelopment Grant Program to be submitted on June 5, 2012 and that the City Manager is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Benson.

BE IT FURTHER RESOLVED that the City of Benson has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that the City of Benson has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Benson may enter into an agreement with the State of Minnesota for the above referenced project(s), and that the City of Benson certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Manager are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Benson.

## CHAPTER 95: ABANDONED AND OTHER NUISANCE VEHICLES

### Section

95.01 Definitions

95.02 Applicability of provisions

95.03 Administrative Citation

~~95.03-04 Abandonment~~ Abandoned and/or junk vehicles prohibited

~~95.04-05 Nuisance declared~~

~~95.05-06 Abatement~~

~~95.06-07 Impoundment notice and procedure~~

~~95.07-08 Reclamation; rights of lienholders preserved~~

~~95.08-09 Disposition of unclaimed vehicles; proceeds of sale; title~~

### **Cross-reference:**

*Unclaimed property, see § 33.30 et seq.*

### **§ 95.01 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ABANDONED MOTOR VEHICLE.** As defined in Minnesota Statutes §169B.011. ~~Any motor vehicle as defined in M.S. § 169.01 that:~~

~~(1) — Has remained illegally on public property for a period of more than 48 hours; or~~

~~(2) — Has remained on public property for a period of more than 48 hours and is lacking any vital component parts; or~~

~~(3) Is lacking any vital component parts and has remained on private property with or without the consent of the person in control of such property for a period of more than 72 hours after notice thereof is sent to the registered owner of the vehicle by certified mail directed to the address shown on the vehicle registration.~~

**JUNK MOTOR VEHICLE.** As defined in Minnesota Statutes §169B.011.

***PRIVATE PROPERTY.*** All property that is not public property as defined in this section.

***PUBLIC PROPERTY.*** Property under the control of any unit of government or agency thereof including that portion of the right-of-way of any street lying between the traveled portion thereof and the adjacent property line.

## Benson - General Regulations

**STREET.** Any public street, avenue, highway, alley, or other roadway located within the limits of the city.

~~**VITAL COMPONENT PARTS.** Any part of a motor vehicle which is necessary for the legal operation of such motor vehicle upon a street, including but not limited to the motor, drive train, wheels, lights, windshield, and current vehicle license.~~  
(75 Code, § 7.165(2)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

### § 95.02 APPLICABILITY OF PROVISIONS

The provisions of this chapter shall not apply to any person or corporation whose principal business is that of selling, trading, or repairing motor vehicles, and motor vehicles are held, stored, or parked upon his or her premises in the normal course of his or her business operation.  
(75 Code, § 7.165(8)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

### § 95.03 ADMINISTRATIVE CITATION.

(A) Any person, firm, or corporation who does any of the following shall be issued an administrative citation:

(1) Abandons a motor vehicle on any public or private property without consent of the person in control of such property;

(2) Allows an abandoned motor vehicle or junk motor vehicle to remain on private property for a period of more than \_\_\_ hours;

(B) The administrative citation must be issued in person or by mail to the person responsible for the violation or attached to the motor vehicle. The citation must state the date, time and nature of the offense, the name of the peace officer issuing the citation, the amount of the penalty, the manner for paying the penalty, and that the violator has the right to contest the citation. The amount of the penalty for the first administrative citation shall be \$ \_\_\_\_\_.

(C) If, after receiving an administrative citation, the vehicle has not been moved within 24 hours, a second administrative citation will be issued with a fine double the amount of the penalty of the first citation.

(D) The amount of the penalty for the administrative citations described in this section may be amended by a resolution of the City Council.

### § 95.03-04 ~~ABANDONMENT~~ ABANDONED AND/OR JUNK VEHICLES PROHIBITED.

Any person who does any of the following fails to remove an abandoned motor vehicle or junk motor vehicle within 24 hours of receipt of the second administrative citation pursuant to § 95.03 shall

be guilty of a misdemeanor.:

(A) ~~Abandons a motor vehicle on any public or private property without consent of the person in control of such property;~~

(B) ~~Fails to remove an abandoned motor vehicle from private property after receipt of notice pursuant to subsection (3) of the definition of "abandoned motor vehicle" in § 95.01. ('75 Code, § 7.165(9)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97) Penalty, see § 10.99~~

**§ 95.04-05 NUISANCE DECLARED.**

(A) Abandoned motor vehicles and junk motor vehicles are hereby declared to be public nuisances because they constitute a hazard to the health and welfare of the people of the city in that such vehicles can harbor noxious diseases, furnish shelter and breeding places for vermin, present physical dangers to the safety and wellbeing of children and other citizens, and constitute a blight on the landscape of the city and therefore a detriment to the environment, and may be abated as provided herein or as provided under any other ordinance of the city or the statutes of the state.

(B) Any motor vehicle that is found impeding fire fighting, street sweeping, snow removal or plowing, or the orderly flow of traffic is declared to be a public nuisance and may be abated as provided herein or as provided under any other ordinance of the city or the statutes of the state. ('75 Code, § 7.165(1)) (Ord, 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

***Cross-reference:***

*Nuisances, see Ch. 93*

**§ 95.05-06 ABATEMENT.**

(A) Any motor vehicle or abandoned motor vehicle which constitutes a public nuisance, as determined by the Zoning Administrator, other duly appointed official of the city, or any police officer of the city, may be removed, impounded, and sold or otherwise disposed of in the manner provided herein.

(B) Any vehicle determined to constitute a public nuisance shall be transported to a facility designated by the city for the storage of such vehicles. Any police officer or other person authorized by the city shall be empowered to enter upon private property for the purpose of removing and transporting such vehicle. Any impounded vehicle shall be tagged for identification which tag shall show the date of and reason for impoundment.

(C) The police officer or other authorized person responsible for the impoundment of a vehicle shall prepare and file in the office of the Police Department a written report which shall contain the make of the vehicle, the name and address of the owner of the vehicle, the license number, the date of license, the motor number, identification of missing vital component parts, a general description of the condition of the vehicle, identification of any personal property located in the vehicle, and such other information as may be necessary to adequately describe the vehicle.  
(75 Code, § 7.165(3)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

**§ 95.06-07 IMPOUNDMENT NOTICE AND PROCEDURE.**

For impounded vehicles, the city shall give notice of the impoundment of said vehicle within ten days thereof to the registered owner and lienholders of record by first class mail sent to the address shown on the vehicle's registration. The notice shall:

(A) Set forth the date and place of the impoundment and the year, make, model, and serial number of the impounded motor vehicle if such information can be reasonably obtained, and the place where the vehicle is being held;

(B) Inform the owner and any lienholders of their right to reclaim the vehicle under § 95.07-08 of this chapter; and

(C) State that failure of the owner or lienholders to exercise their right to reclaim the vehicle and contents shall be deemed a waiver by them of all right, title, and interest in the vehicle and contents and a consent to the sale of the vehicle and contents at a public auction pursuant to § 95.08-09 of this chapter. (75 Code, § 7.165(5)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

**§ 95.07-08 RECLAMATION; RIGHTS OF LIENHOLDERS PRESERVED.**

The owner or any lienholder of a motor vehicle impounded pursuant to this chapter shall have a right

to reclaim such vehicle from the city within 15 days after the date of the notice required by § 95.07-08 of this chapter upon payment of all towing and storage charges resulting from the impoundment of said vehicle. Nothing in this chapter shall be construed to impair any lien of a garage keeper under the laws of this state or the right of a lienholder to foreclose. For the purpose of this section, *GARAGE KEEPER* is an operator of a parking place or establishment, an operator of a storage facility, or an operator of an establishment for the servicing, repair, or maintenance of motor vehicles.

('75 Code, § 7.165(6)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

**§ 95.08-09 DISPOSITION OF UNCLAIMED VEHICLES; PROCEEDS OF SALE; TITLE.**

(A) A motor vehicle impounded pursuant to this chapter and not reclaimed under § 95.08 shall be sold to the highest bidder at a public auction or sale following reasonable published notice thereof. The purchaser shall be given a receipt which shall be sufficient title to dispose of the vehicle. The receipt shall also entitle the purchaser to register the vehicle and receive a certificate of title free and clear of all liens and claims of ownership.

(B) From the proceeds of the sale of any vehicle, the city shall reimburse itself for the cost of towing, preserving, and storing the vehicle and all administrative, notice, and publication costs incurred in handling the vehicle pursuant to this chapter. Any remainder from the proceeds of the sale shall be held for the owner of the vehicle or entitled lienholder for 90 days and then shall be deposited in the General Fund of the City Treasury.

('75 Code, § 7.165(7)) (Ord. 1052.84, passed 12-20-84; Am. Ord. 1100.97, eff. 8-20-97)

**AN ORDINANCE OF THE CITY OF BENSON MINNESOTA AMENDING THE CITY CODE  
CHAPTER 50 BY ESTABLISHING A STORMWATER UTILITY AT SECTION 55 OF THE  
CITY CODE**

**CHAPTER 50: UTILITIES**

**Section 55 STORMWATER UTILITY**

**§55.01 STATUTORY AUTHORITY.**

Minnesota Statute § 444.075 authorizes cities to impose just and equitable charges for the use and availability of storm sewer facilities. By this section the City elects to exercise such authority. The stormwater utility shall be part of the Public Works Department and subject to the administration of the Director of Public Works.

**§55.02 PURPOSE.**

It is the intent of this article to establish a stormwater utility to collect charges to finance costs associated with the operation and maintenance of the city's storm sewer system, implementation of stormwater management programs, and stormwater improvements. Revenues received from charges should be placed in a separate stormwater utility fund and used for any purpose as permitted by Minnesota Statute §444.075.

**§55.03 RATE STRUCTURE.**

The charges imposed as a part of this stormwater utility shall be derived from a parcel's net acreage and residential equivalency factor (REF). The REF is defined as the ratio of runoff volume generated by one acre of non-residential land to the runoff volume generated by one acre of residential land. The residential equivalency factors for each land use established as part of this stormwater utility shall be as follows:

**LAND USE/REF TABLE:**

Land Use	REF
Residential	1.0
Non-Residential	9.0

Residential stormwater utility fees shall be charged on a per parcel basis at the base rate as established by the City Council.

Non-residential stormwater utility fees shall be calculated based on the following formula:

$$9.0 \times (\text{Base Rate as established by the City Council}) \times (\text{Parcel(s) Acreage})$$

The base rate shall be determined by Resolution of the City Council.

**§55.04 EXEMPTIONS.**

The following land uses are exempt from the stormwater utility fee:

- (1) Public rights-of-way
- (2) Land outside of the corporate city limits
- (3) Railroad property
- (4) Undeveloped property

**§55.05 FEE ADJUSTMENT.**

Fee adjustment for non-residential parcels can be made by providing to the City evidence that the actual impervious surface coverage on the lot is different than that used to determine the initial fee (80% impervious). The credit allowed shall be as follows:

Actual Percent Impervious Coverage	Fee Adjustment
5-10%	95% less
11-20%	85% less
21-30%	75% less
31-40%	66% less
41-50%	50% less
51-60%	33% less
61-70%	16% less
71-80%	0% less

**§55.06 BILLING.**

These charges shall be included on the utility accounts of affected properties and are payable in accordance with the provision for filing and payment of water and sanitary sewer bills.

**§55.07 CERTIFICATION OF PAST DUE FEES.**

Penalties for late payment or nonpayment of billings for charges shall be the same as those applicable for water and sanitary sewer billings. The city may certify delinquent and unpaid charges to be certified to the County Auditor with taxes against the property served for collection as other taxes and collections.

**§55.08 RATE APPEAL.**

Property owners may appeal their stormwater utility fee by providing data demonstrating that the actual stormwater runoff volume from their site is substantially different from that of the assigned land uses. These appeals shall be made to the City who may make adjustments to individual parcels based on the information provided. No adjustments to the utility fee shall be made retroactive.

**RESOLUTION ESTABLISHING STORM WATER UTILITY BASE RATE  
(RESOLUTION No. 2012- )**

**WHEREAS**, the Benson City Council has adopted an ordinance establishing Section 55, Stormwater Utility and

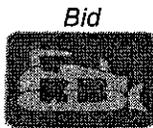
**WHEREAS**, the rate structure uses a base rate that is charged to each residential parcel and is also used to calculate the non-residential Stormwater fee.

**NOW, THEREFORE**, be it resolved that the following rate is hereby adopted:

Stormwater Base Rate \$2.00

**Riley Bros. Construction, Inc.**

Bituminous Division  
 PO Box 535  
 Morris, MN 56267  
 Ph. (320) 589-2300 FAX: (320) 589-2301  
 Construction Office FAX: (320) 589-2545



**RILEY  
 BROS**

- Sand & Gravel Products
- Parking Lots
- Driveways
- Streets & Roads
- Overlays & Patching

PROPOSAL SUBMITTED TO <b>CITY OF BENSON</b>	PHONE NUMBER <b>320-843-4775</b>	DATE <b>4/27/2012</b>
STREET <b>1410 KANSAS</b>	JOB NAME <b>BENSON STREETS</b>	
CITY, STATE, AND ZIP <b>BENSON, MN. 56215</b>	JOB LOCATION <b>BENSON</b>	
ATTENTION: <b>WADE/ELLIOT</b>		

We hereby submit specifications and estimates for:

**OUR BID CONSISTS OF FURNISHING AND PLACING APPROXIMATELY 1,100 TON OF BITUMINOUS IN 2-2" LAYERS WITH A TACK COAT PLACED BETWEEN LAYERS FOR BONDING.**

**\*\*\*OUR BID FOLLOWS\*\*\***

**1,100 TON OF BITUMINOUS @ \$58.00/TON-----\$63,800.00**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Dollars **63,800.00**

Payment to be made ON COMPLETION OF PROJECT.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
 Signature

*Ralph R. Jacobson*

Note: This proposal may be  
 withdrawn by us if not accepted within 30 DAYS

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

# - PROPOSAL -

1089

## MARK LEE ASPHALT & PAVING INC.

707 VAN DYKE ROAD · ALEXANDRIA, MN 56308

Cell: 320-815-5009 or 320-763-9343

ASPHALT DRIVEWAYS · ASPHALT PARKING LOTS · BLACK DIRT · GRAVEL PRODUCTS · BACKHOE/DOZER  
SEALCOATING · STRIPING · SNOW REMOVAL · SWEEPING · SKIDLOADER SERVICE

PROPOSAL SUBMITTED TO CITY OF BENSON		ATTN: WADE	PHONE (320) 843-4775	DATE 4-30-12
STREET 1410 Kansas Avenue		JOB NAME Street Work		
CITY Benson		JOB LOCATION		
STATE MN	ZIP 56215	CELL (320) 287-0828		

We hereby submit specifications and estimates for:

Bituminous Paving - Streets

Approximately 1100 tons

2 - 2" lifts

\$58.00/ton

Shaping done by City of Benson

**WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS,  
FOR THE SUM OF:**

DOLLARS (\$) \_\_\_\_\_ )

PAYMENT TO BE MADE AS FOLLOWS: **UPON COMPLETION**

THIS BID IS GOOD FOR \_\_\_\_\_ DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature: \_\_\_\_\_

  
JEFF SCHNITZLER

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**INVOICE**

**Invoice Number** 589531  
**Invoice Date** May 16, 2012  
**Customer Number** 92404  
**Project Number** 193800112

**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:** 000037-11000-0 City of Benson General

**Stantec Project Manager:** Lembke, Eric S  
**Stantec Office Location:** St. Paul MN  
**Authorization Previously Billed:** \$21,347.50  
**Authorization Billed to Date:** \$27,563.50  
**Current Invoice Due:** \$6,229.54  
**For Period Ending:** May 11, 2012

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**Due on Receipt**



**INVOICE**

Page 1 of 3

**Invoice Number** 589516  
**Invoice Date** May 16, 2012  
**Customer Number** 92404  
**Project Number** 193800109

**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

---

**Project Description:** 000037-10121-1 Benson Water Treatment Plant Improvements

**Stantec Project Manager:** Capelle, Ryan J  
**Stantec Office Location:** St. Paul MN  
**Current Invoice Due:** \$13,384.22  
**For Period Ending:** May 11, 2012

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**Due on Receipt**





WE SPECIALIZE IN WATER, WASTE WATER PROJECTS, NEW CONSTRUCTION AND RETROFIT

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May 29, 2012

Bonestroo/Stantec  
Attn: Ryan Capelle  
2335 Hwy 36 West  
St. Paul, MN 55113

Regarding: Benson, MN Water Treatment Plant Improvements Project No. 000037-10121-1

KHC Construction, Inc. believes we are substantially complete on the Benson, MN Water Treatment Plant Improvements Project No. 000037-10121-1 with an attachment on the items remaining, consisting of finishes and change order finish work.

Please approve the Certificate of Substantial Completion.

Kim H. Christensen, President

# Certificate of Substantial Completion



2335 Highway 36 W  
St. Paul, MN 55113

Tel 651-636-4600  
Fax 651-636-1311

www.bonestroo.com

Project: Benson, MN Water Treatment Plant Improvements	Owner: City of Benson, MN	Owner's Contract No.: 000037-10121-1
Contract:	Date of Contract: May 12, 2011	
Contractor: KHC Construction	Engineer's Project No.: 000037-10121-1	

**THIS [DEFINITIVE] CERTIFICATE OF SUBSTANTIAL COMPLETION APPLIES TO:**

<input checked="" type="checkbox"/> All Work under the Contract Documents:	<input type="checkbox"/> The following specified portions:
--	--

Date of Substantial Completion: May 31, 2012
--

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [revised tentative] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

<input type="checkbox"/> Amended Responsibilities	<input checked="" type="checkbox"/> Not Amended
---	---

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate: Punch List

*Note: The punchlist is being developed and will be attached. RC*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer: Ryan Capelle <i>RJ. Capelle</i>	Date: May 31, 2012 6/1/12
Accepted by Contractor: Kim H. Christensen KHC Construction, Inc.	Date: May 31, 2012
Accepted by Owner: Elliott Nelson, City of Benson, MN	Date: May 31, 2012

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:**

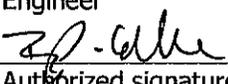
Owner:

Contractor:

The following documents are attached to and made part of this Certificate: Items to Complete

*[For items to be attached, see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on: June 1st 2012  
Date  
Bonestroo, Stantec  
Engineer  
By:   
Authorized signature

Contractor accepts this Certificate of Substantial Completion on: \_\_\_\_\_  
Date  
KHC Construction, Inc.  
Contractor  
By: \_\_\_\_\_  
Authorized signature

Owner accepts this Certificate of Substantial Completion on: \_\_\_\_\_  
Date  
City of Benson, MN  
Owner  
By: \_\_\_\_\_  
Authorized signature

APPLICATION NO. 10  
 PERIOD TO: 5/25/2012  
 APPLICATION DATE: 5/25/2012

BENSON, MN WATER TREATMENT PLANT IMPROVEMENTS  
 SCHEDULE OF UNIT PRICES BID ITEMS 1-95

KHC Construction, Inc.  
 703 Ontario RD N, PO Box 450  
 Marshall, MN 56258

A	B	C	D	E	F	G	H	I	J					
WORK COMPLETED														
ITEM	QTY	UNIT	UNIT PRICE	TOTAL VALUE	UNITS PRIOR PERIODS	VALUE FROM PREVIOUS APPS	UNITS THIS PERIOD	VALUE THIS PERIOD	STORED MATERIAL	TOTAL COMPLETED & STORED	0%	BALANCE TO FINISH	RETAINAGE	COMPLETED
<b>BALANCE TO COMPLETE</b>														
<b>TOTAL PART 1 - WATER TREATMENT PLANT IMPROVEMENTS</b>				<b>3,000.00</b>	Painting									
				<b>2,200.00</b>	Lighting									
<b>TOTAL PART 2 - BACKWASH TANK</b>				<b>0.00</b>										Complete
<b>TOTAL PART #3 - SITE IMPROVEMENTS</b>					Item 54 Water for Seeded Areas 1,000 Gallons, 20 Units @ \$200 per Time; 1 Unit completed as of 5/25/2012									
<b>TOTAL PART #4 - STORM SEWER IMPROVEMENTS</b>				<b>0.00</b>										Complete
<b>TOTAL PART #5 - WATER MAIN IMPROVEMENTS</b>				<b>0.00</b>										Complete
<b>TOTAL PART #6 - SANITARY SEWER IMPROVEMENTS</b>				<b>0.00</b>										Complete
<b>TOTAL PART #7 - WELL 31, 32 &amp; 33</b>				<b>0.00</b>										Complete
CHANGE ORDER #1: Dehumidifiers, Backwash Elevations, Kalwall, FR				<b>0.00</b>										Complete
CHANGE ORDER #2: Railings, HVAC, Flooring, Painting				<b>1,367.60</b>	Flooring									
CHANGE ORDER #2: Railings, HVAC, Flooring, Painting				<b>3,111.59</b>	Painting									
CHANGE ORDER #3: Aerator Filter Box/Duct \$2,880.36				<b>0.00</b>										Complete
<b>TOTAL VALUE OF WORK TO COMPLETE</b>				<b>9,679.19</b>										

<b>TOTAL PART 1 - WATER TREATMENT PLANT IMPROVEMENTS</b>	<b>5,000.00</b>	Unused Lab Furniture Allowance												
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