

City Council Regular Meeting Agenda
City Council Chambers
October 6, 2014

Page

1. 5:30 p.m. Call the Meeting to Order at City Hall (Mayor)
2. Persons with Unscheduled Business to Come Before the City Council (Mayor)
3. Review the Consent Agenda: (Mayor)
 - a. Minutes:
 - 2-4 ▪ 9.22.14 City Council Meeting
 - 5 ▪ 9.19.14 Safety Committee Meeting
 - b. Applications:
 - Vacancies on Boards & Commissions:
 - Park Board – 1
 - Benson Area Tourism Board – 3
 - Cemetery Board - 1
 - Airport Commission – 2
 - c. Correspondence:
 - 6-9 ▪ Moss & Barnett Correspondence – Charter Communications
 - 10-11 ▪ CGMC Correspondence
 - 12-13 ▪ University of Minnesota Correspondence – MnDOT Engagement
 - d. Overnight Travel:
- 14-23 4. Petition Opposing the Ordinance To Amend Chapter 98: Structures in Disrepair
5. Continue Discussion – Financing Street Improvements
- 24 6. Swift County-Benson Hospital Governing Board Nomination
- 25 7. Consider Fire Service Charge
- 26-37 8. Innovative Systems Contract to Print Utility Bills
- 38 9. Appoint Election Judges
10. Adjourn: Mayor

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
SEPTEMBER 22, 2014**

The meeting was called to order at 5:30 p.m. by the Mayor. Members present: Paul Kittelson, Jack Evenson, Stephanie Heinzig & Sue Fitz. Members Absent: Mike Fugleberg. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Director of Public Works Dan Gens, Anita Flodstrom, Mark Anderson, Tim Essig, Cherri Stielow, Shawn Harrington, Beth Dietchman, Bob Neuman and Jay Alsaker.

The Mayor called for anyone with unscheduled business. Anita Flodstrom presented a petition to the mayor with 130 signatures opposing the Ordinance To Amend Chapter 98: Structures in Disrepair. They Mayor stated the City Clerk and Attorney will take the petition and review it to see that it is in order. It will be brought back to the next Council meeting.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve the following minutes:

- September 8, 2014 City Council Meeting
- July 7, 2014 Planning Commission Meeting

It was moved by Heinzig, seconded by Evenson and carried unanimously to approve a gambling permit for Ducks Unlimited on November 22, 2014.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a gambling permit for the Rich Cook Benefit December 13, 2014.

The Mayor noted openings on boards and commissions.

Benson High School submitted a request for a contribution to the BHS Renaissance Program, which rewards students with high academics, as well as exemplary social skills. It was moved by Fitz, seconded by Evenson and carried unanimously to contribute \$200.00 from the Liquor Fund and \$250.00 from the Electric Fund to the BHS Renaissance Program.

It was moved by Fitz, seconded by Evenson and carried unanimously to waive the Armory use fee for the Prom Afterbash event on April 25, 2015.

Prairie 5 submitted a request for support with their emergency heating program. It was moved by Heinzig, seconded by Evenson and carried unanimously to contribute \$1,000 from the Utility Fund to Prairie Five's "Reach Out for Warmth Program".

Wolfington informed the Council the Swift County Benson Hospital Foundation is interested in building an assisted living facility in Benson. Alsaker approached the Council sharing research to support the need for an assisted living facility. The Foundation has been working with Peter Jesh from Summit Development. Private ownership is an option, but profits would go out of town. The Foundation is interested in possibly having the Foundation or Hospital own the facility and is looking into an EDA short term loan through GO bonding which would save thousands of dollars in interest. Wolfington explained the EDA does not have authority to bond, and it would require an enabling resolution by the Council to allow the EDA to bond for projects like this. Alsaker said the foundation is in the process of a more detailed study to help better determine the number of units needed. Risk to the City could better be examined and explained by Ehler's and Associates. After discussion, the Council directed staff to continue investigating risks and benefits with Ehler's and Associates.

Councilmember Fitz offered the following Resolution:

**POLICE OFFICER DECLARATION
(RESOLUTION NO. 2014-16)**

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City Council of the City of Benson hereby declares that the position titled Part-Time Police Officer, currently held by Amber Wasiloski meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

Council Member Evenson seconded the foregoing Resolution and the following vote was recorded: AYES: Fitz, Kittelson, Heinzig, Evenson. NAYS: None. Thereupon the Mayor declared Resolution 2014-16 duly passed and adopted.

Wolfington reminded the Council Great River Energy will be working on the switchgear at their substation west of Benson on October 6 and 10. We will be generating on these days and there are no expected power outages as a result of this work.

There was much discussion on the assessment policy. Wolfington discussed how the policy would affect a residential property. Other items of discussion were when a referendum is needed on an assessable project, percentage to assess property owners and the maximum amount that can be assessed. It was moved by Heinzig, seconded by Evenson and carried unanimously to direct staff to draft memos to conduct the feasibility study on a 30% calculation for assessments.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a final pay request to Breitbach Construction for the 2014 Utility Work in the amount of \$46,852.75.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve bills and warrants in the amount of \$975,205.91.

It was moved by Heinzig, seconded by Evenson and carried unanimously to approve blocking the street off on Idaho Avenue between 13th & 14th St. North for the Pilgrim Congregational United Church of Christ's "Trunk or Treat" event on October 26 from 4:00-6 p.m.

Mayor Kittelson declared a recess at 6:16 p.m. in order for the Council to take a tour of City Projects.

The Mayor reconvened the meeting at 7:23 p.m.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a Small Cities grant payment in the amount of \$8,357.00.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a Small Cities grant payment in the amount of \$8,312.00.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a Small Cities grant payment in the amount of \$13,909.00.

There being no other business, a motion was made by Evenson, seconded by Heinzig and carried unanimously to adjourn the meeting at 7:25 p.m.

Mayor

City Clerk

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Safety Committee Minutes

Thursday, September 18, 2014

9am

Members Present: Rob Wolfington, Dan Gens, Gary Searcy, John Goulet, Wade Ascheman, and Val Alsaker

Members Absent: Mike Hoffman, Tim O'Connor, Erik Stephen and Ian Hodge

Old Business

1. Check lists were turned in from Water, Wastewater, Transit, Line Department and the Power plant with no noted issues. There were no check lists from Streets, Liquor Store or Parks.
2. There was discussion on the broken concrete in front of the transit garage. Rob said they are discussing decommissioning the building, and noted the idea is to add onto the Street Garage.
3. The Police have not finished their first aid kits. Ian said he is going to order new ones to hold oxygen, the defib and first aid supplies. Ian also mentioned he is working with Willmar Community College to work on getting his officers recertified as first responders.

New Business

1. There were several incidents to review. There were two motor vehicle accidents. One was our employees fault, the other was not. There was one minor backing accident. There was a mowing incident of coming too close to an electrical cover knocking it over, an incident of debris getting into an employee's eye while mowing even with safety glasses on and finally a motor vehicle accident near miss due to inattentiveness. There was discussion on the incidents. 5 or the 7 incidents were part time employees. It was agreed there needs to be more training next year. It was also noted there were no major incidents.
2. There will be a safety class on September 25 on Traffic control/Near Misses. There will be another safety Class on October 2 taught by MMUA on slips trips and falls.
3. Val stated there will be flu shots offered on October 2 in the Council Chambers at 1:30. Please sign up.
4. There was discussion on safety classes for 2015.
5. The eyewash station has been changed out in the switchgear building.

There being no other items for discussion, the meeting was adjourned at 9:33am.

Val Alsaker

From: Rob Wolfington
Sent: Thursday, October 02, 2014 6:52 AM
To: Val Alsaker
Subject: Fwd: Charter Transfer - Benson

Please include as correspondence in next cc meeting.

Rob Wolfington
City Manager
Benson, MN

Direct: 320.843.5448
Cell: 320.808.0884

Begin forwarded message:

From: "Grogan, Brian T." <brian.grogan@lawmoss.com>
Date: October 1, 2014 at 2:10:03 PM CDT
To: 'Rob Wolfington' <rob.wolfington@city.co.swift.mn.us>
Cc: "Hammer, Terri L." <terri.hammer@lawmoss.com>
Subject: Charter Transfer - Benson

Rob,

As you know, I sent a letter to Charter Communications on September 25th requesting supplemental information to the FCC Form 394. Charter has 10 days to provide a response. Assuming Charter provides the requested information, we will finalize our review of the information, prepare a written report and recommendation about the transfer as well as a Resolution for your council's review and consideration. Based on the number of communities now participating, I anticipate approximately \$1,500 for the City of Benson. We will also be seeking reimbursement from Charter for all communities, but there are no guarantees that the reimbursement will be provided.

Please let me know if you have any questions or if I can provide any additional information.

Thanks,

Brian

Brian T. Grogan
Attorney At Law
Moss & Barnett
Direct: (612) 877-5340 | Brian.Grogan@lawmoss.com
Fax: (612) 877-5031 Mobile: (612) 360-0838
[vCard](#) [Bio](#) | www.LawMoss.com

150 South Fifth Street Suite 1200 Minneapolis, MN 55402

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Please [click here](#) for our disclaimer and [here](#) for our privacy policy.

September 25, 2014

Mr. Mark E. Brown
Vice President, State Government Affairs
Charter Communications, Inc.
1099 New York Avenue NW, Ste. 650
Washington, DC 20001

Re: FCC Form 394 - Request for Supplemental Information

Dear Mr. Brown:

Moss & Barnett has been retained by the list of cities provided below (hereinafter "City" or "Cities") to review FCC Form 394 ("Form 394") regarding the proposed transfer of control and ownership of Charter Communications, Inc., a Delaware corporation, ("Charter").

List of Cities¹

1. Austin, Minnesota
2. Benson, Minnesota
3. Goodview, Minnesota
4. Lakeville, Minnesota
5. Marshall, Minnesota
6. Montevideo, Minnesota
7. Rochester, Minnesota'
8. St. Cloud, Minnesota
9. Sartell, Minnesota
10. Sauk Rapids, Minnesota
11. Tracy, Minnesota
12. Waite Park, Minnesota
13. Willmar, Minnesota
14. Winona, Minnesota

Charter indirectly wholly owns CC VIII Operating, LLC, a Delaware limited liability company, which is the holder of the system that serves the City. Charter's proposed transfer of ownership is to CCH I, LLC, a Delaware limited liability company ("New Charter"), a newly formed entity. New Charter initially will be owned solely by the existing Charter shareholders. Our review has included the Comcast/Charter Transactions Agreement dated as of April 25, 2014 by and between Comcast Corporation and Charter ("Transactions Agreement"), along with other information provided with the Form 394 or available through public sources. The Cable

¹ Additional Cities may be added to this list.

Mr. Mark E. Brown
September 25, 2014
Page 2

Television Franchise provides that no change in control or ownership shall take place without the advance written approval of the City.

Federal law at 47 U.S.C. § 537 provides that the City has 120 days from the date of receipt of the Form 394 to act upon any request for approval of a transfer of control or ownership. The City received the Form 394 on or about August 29, 2014. Therefore, the deadline for the City's action on Charter's pending request is on or about December 27, 2014.

The City has been working diligently since receipt of the Form 394 to complete its review of the proposed transfer of the system. The City has commenced a review of the legal, technical and financial qualifications of New Charter.

Based upon our initial review of the Form 394, we have the following questions:

1. According to the September 12, 2014 Charter Communications, Inc. press release, CCO Safari, LLC, an indirectly unrestricted subsidiary of Charter, entered into a Term Loan G Senior Secured Credit Facility that provides for \$3.5 billion of funding required under the Transactions Agreement. The press release notes that Charter had previously announced that Charter had entered into commitments for up to \$8.4 billion of new debt. Please provide the other commitments for the remaining \$4.9 billion of debt. If the other commitments have not been completed, please provide the expected terms including interest rate, payment schedule, maturity date, and other significant terms.
2. Please provide 2014 and 2015 projected Pro Forma Statements of Cash Flows and Income for Charter (including any potential future dividend distributions to its shareholders).
3. Please provide a list of Charter's significant capital outlays that were excluded in the 2nd Quarter press release and that will or are projected to occur within two years of the transaction date.
4. Please provide projected Pro Forma Balance Sheets for Charter as of December 31, 2014 and 2015.
5. Please provide information regarding any transactions/events after the transaction date that will affect the financial capabilities of Charter.
6. Please provide a copy of the "Long Form Agreements" as referenced in the Transactions Agreement.
7. Please provide an estimate of Charter's transition costs that will be incurred by Charter as part of the transactions (i.e. loan fees, transaction fees, transfer taxes, finder's fees, transaction legal and accounting costs, integration costs, etc.).

Mr. Mark E. Brown
September 25, 2014
Page 3

The above questions have been raised pursuant to 47 U.S.C. § 537 and 47 C.F.R. § 76.502. The City specifically reserves its right to request additional information regarding the proposed transfer of ownership and reserves its right to extend the deadline for consideration of this transaction in accordance with 47 C.F.R. § 76.502.

Please let me know if you have questions.

Very truly yours,



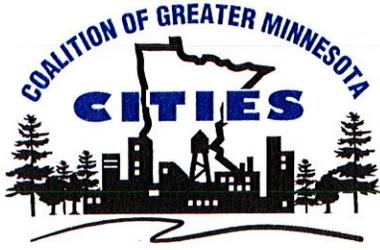
Brian T. Grogan

Attorney At Law

P: (612) 877-5340

Brian.Grogan@lawmoss.com

cc: Tom Dankert, Austin Director of Administrative Services
✓ Robert Wolfington, Benson City Administrator
Dan Matejka, Goodview City Administrator
Susanna Palm, Lakeville Communications Manager
Dennis Simpson, Marshall City Attorney
Steve Jones, Montevideo City Manager
Gary Neumann, Rochester Assistant City Administrator
Matthew Staehling, St. Cloud City Attorney
Mary Degiovanni, Sartell City Administrator
Ross Olson, Sauk Rapids City Administrator
Michael J. Votca, Tracy City Administrator
Shaunna Johnson, Waite Park Administrator
Ross Smeby, Willmar IT Coordinator
Monica Hennessy Mohan, Winona City Clerk



Dedicated to a Strong Greater Minnesota

September 23, 2014

Mayor Paul Kittelson
City of Benson
1410 Kansas Ave.
Benson, MN 56215-1718

Dear Mayor Kittelson:

I am deeply honored and extremely excited to have been elected CGMC President for 2014-2015 at our Summer Conference in Rochester last month. I want to thank Glencoe Mayor Randy Wilson for his strong leadership over the past year.

Last year saw many achievements for Greater Minnesota. The second straight year of funding increases for the LGA program, the establishment and funding of the Broadband Infrastructure Fund, continued funding for the Greater Minnesota Business Development Public Infrastructure grant program, the defeat of an agency rulemaking bill which would have sidelined the voices of communities and business in state government and the defeat of an annexation bill that would have significantly curtailed economic development, just to name a few!

As we know, more challenges and issues remain no matter the outcome of this fall's election. The next legislative session will see the usual discussion of the state budget and its implication for the LGA program. Additionally, we expect that there will be significant discussion of transportation issues. CGMC's role in that discussion will be to ensure that Greater Minnesota is fairly treated and that more dollars flow to cities of all sizes to assist with our challenges in maintaining our local streets, the streets that serve residents and businesses alike.

In collaboration with our sister organization the Greater Minnesota Partnership, we will be exploring potential solutions to critical workforce issues including a lack of both trained workers and adequate housing options in our communities.

Critically, CGMC will also be in the legal and legislative fight to stop costly and unnecessary regulation on waste water treatment facilities from going into place. Already, the MPCA has ignored the pleas of CGMC cities, agricultural interest groups, and business to slow down with regulations and have an independent scientific review of new water quality standards performed. Sadly, the Dayton administration has also insisted on these standards going forward.

Mayor Paul Kittelson
September 23, 2014
Page Two

Finally, one of the things that I have always appreciated about CGMC is that as an organization we make our selves relevant to the public policy discussion in Minnesota. Please join me as CGMC partners with the Rochester Post Bulletin and the Rochester Area Chamber of Commerce to host the first of only five face-to-face candidate debates for governor in 2014. Please see the enclosed flier for details.

Whether it's the fight for LGA or making state agencies understand the impacts of the new environmental regulations, communities in Greater Minnesota have always been stronger together. With your support and active participation, I know that we can do great things in the next year to strengthen the communities we love.

If I or CGMC can be of assistance to you, please do not hesitate to contact me at heidiomerza@ely.mn.us.

Sincerely,

A handwritten signature in blue ink that reads "Heidi K. Omerza". The signature is fluid and cursive, with a long horizontal line extending to the right.

Heidi Omerza, Ely City Council
President, Coalition of Greater Minnesota Cities

Enclosure

cc: Rob Wolfington, City Manager

UNIVERSITY OF MINNESOTA

University of Minnesota Extension

Regional Office, Moorhead

*715 11th Street N., Suite 107C
Moorhead, MN 56560-2083*

*218-236-2001
888-241-4527
Fax: 218-236-2014
www.extension.umn.edu
rcmoorhead@umn.edu*

September 29, 2014

As an economic development leader in your community, you know that manufacturers are particularly important to the state and regional economy, providing higher-paying jobs and bringing new resources to our part of the state. Transportation is an important part of doing business in west-central Minnesota, and manufacturers have diverse transportation challenges and priorities. To more effectively support economic vitality in Greater Minnesota, the Minnesota Department of Transportation (MnDOT) wants to better understand manufacturers' and carriers' transportation priorities and the challenges that they and related industries face in our region (MnDOT District 4).

MnDOT has contracted with the University of Minnesota – the State and Local Policy Program and Extension Center for Community Vitality – to help organize and conduct face-to-face interviews with manufacturers and carriers, to learn about their business and understand what MnDOT can do better to support efficient transport of their inputs and products.

We would like to invite you to join us in this effort. Your role in your community, as a first stop for business needs and concerns, is something we hope to support in this project. To do so, we are requesting your assistance, to conduct 3 to 5 in-person business interviews with manufacturers in your community, as part of a 2-3 person interview team along with MnDOT staff. We hope that by participating in this effort, you can continue to build your relationships with local manufacturing firms and receive additional information to assist you in advocating for their needs.

By helping us with this project you would:

1. Make new connections with manufacturing firms and their leaders in your region
2. Develop a better understanding of manufacturers' transportation challenges and priorities in your region
3. Have an opportunity to work jointly with MnDOT District 4 staff in the interviewing process, building a relationship for future projects or work
4. Gain additional exposure to your business community as a resource (we will thank you and your organization in our report)
5. Receive training (or a refresher) on conducting business interviews
6. Receive mileage support for your travel

(Over)

If you decide to partner with us in the project, we ask that you do the following:

Mark your calendar and plan to attend our training/informational session on October 16th in Detroit Lakes, MN at the Minnesota Department of Transportation Offices. The address for this location is: 1000 Highway 10 West, Detroit Lakes, MN 56501 (Near the intersection of Hwy 10 and Hwy 59) Tel: 218-846-3600. The session is scheduled to be from 10am-1pm, and we'll provide lunch.

A second training session is being planned for October 21st, Alexandria, MN that is also from 10am-1pm, if that would be more convenient for you. The location for the meeting will be the Alexandria Technical and Community College's Customized Training Center. The college's address is: 1601 Jefferson St, Alexandria, MN 56308 Tel: 888-234-1222.

1. At the training, be prepared to provide our interview scheduler with dates and times that you are available to interview in October, November, and December 2014. You would be scheduled for interviews that are convenient to you, in terms of time and location. (We understand your availability is subject to change.)

The interviews themselves will take one hour each. We will review the interview guide, which reflects non-technical, open-ended questions, at the training sessions.

This will be MnDOT's and the University's second Manufacturers' Perspectives project. In 2013, we partnered with economic development professionals, such as yourself, in southwest Minnesota (MnDOT's District 8), to gather the perspectives of manufacturers and carriers from this region. Results from that project have led to improvements in how MnDOT D8 provides communication about construction projects and has already resulted in direct assistance to a number of manufacturers in that region. Information about that project and the report can be found at:

<http://www.dot.state.mn.us/d8/projects/manufacturersperspectives/index.html>.

I will contact you next week to answer any questions you may have about the project and to see if you would be interested in working with us. Also, feel welcome to contact the Manufacturers' Perspectives project manager for MnDOT, Donna Koren (651-366-4840, donna.koren@state.mn.us) with questions about the previous or current project.

Sincerely,



Ryan Pesch
Community Economics Extension Educator
NW Regional Extension Office, Moorhead
Tel: 218-236-2270
Email: pesch@umn.edu

Cc: Donna Koren, MnDOT Project Manager

To: Rob Wolfington, City Manager

From: Glen Pederson, City Clerk

A handwritten signature in black ink, consisting of the letters 'G' and 'P' intertwined within a circular flourish.

Re: Petition Opposing the Ordinance to Amend Chapter 98: Structures in Disrepair

Date: October 2, 2014

I have reviewed the names signed on the petition. They were checked against two lists. The one being the current state voter registration list and the other being our own utility billing customer list.

Most of the names were able to be verified by at least one of the two lists. Several others were verified by either being a spouse of a person on the list or was known by city staff to reside at the stated address. I am confident that 127 of the signatures are qualified electors of the city.

The last General Election had 830 voters. The petition needs to be signed by 15% of that number which totals 125. In this case the proper number of signatures has been obtained.

The City Attorney will address as to whether or not the petition meets the proper form as outlined in the City Charter.

Petition to [action]

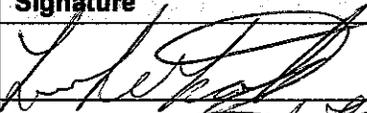
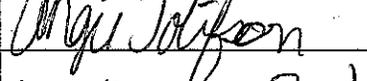
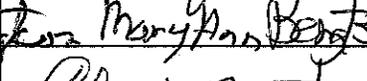
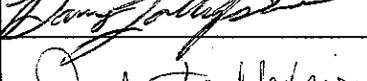
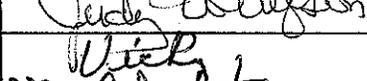
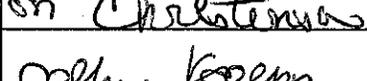
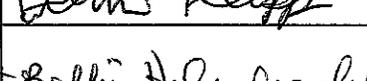
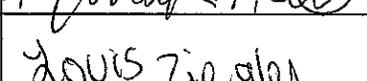
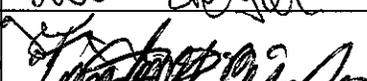
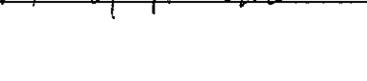
Petition summary and background	Stop new ordinance to property The city of Benson is trying to tell you when you have to paint your house or change anything they don't like
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act

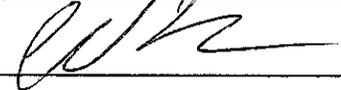
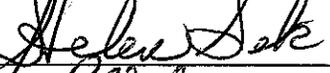
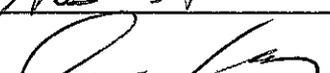
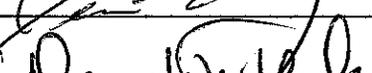
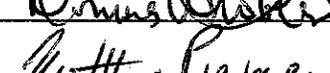
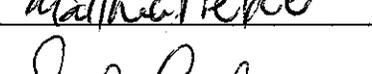
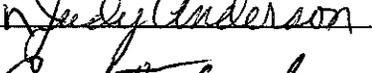
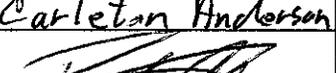
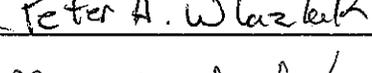
	Printed Name	Signature	Address	Comment	Date
1	Anita Floodstrom	Anita Floodstrom	810 Kansas Ave Benson MN 56215	clean up your own property City residence to abide by code	9-11-14
2	Mark Anderson	Mark Anderson	735 Kansas Ave Benson, MN 56211		9-11-14
3	Deb Anderson	Deb Anderson	735 Kansas Benson, MN 56215	By passing this ordinance the financial part is not being looked at therefore discriminating	9-11-14
4	Melody Dillabough	Melody Dillabough	810 Church St. Benson, MN	They'd kick 3/4 of the people out of their homes - homelessness	9-11-14
5	Jane Woods	Jane Woods	200 3rd St. S DeGraff, MN 56271		9-11-14
6	April Cranket	April Cranket	33508 State Hwy 29 Benson, MN		9-11-14
7	Deb Bartz	Deb Bartz	308 Sanford Rd Benson MN 56215		9-11-14
8	Missy Payne	Missy Payne	312 17th St No. Benson MN 56215		9-11-14
9	Rhodan Rodi	Rhodan Rodi	2155 Pacific Benson MN 56215		9-13-14
10	Diane Rodi	Diane Rodi	2155 Pacific Ave		9-13-14
11	Peth Deitchman	Peth Deitchman	313 10th St E. Benson MN 56215	I suggest a city improvement fund instead.	9-15-14
12	MIKE BARTZ	Mike Bartz	800 KANSAS AVE BENSON MN		9-15-14

	Printed Name	Signature	Address	Comment	Date
13	William Woodin	William Woodin	805 Kansas Ave		9-15-14
14	Sandra Woodin	Sandra Woodin	805 Kansas Ave		9-15-14
15	Scott Thompson	Scott Thompson	815 Kansas Ave		9-15-14
16	Amanda Hans	Amanda Hans	815 Kansas Ave		9-15-14
17	Alicia Kuford	Alicia Kuford	418 12th St. S		9-17-14
18	Stacy Schmitz	Stacy Schmitz	1045 13th St. N		9-17-14
19	OT Jackson	OT Jackson	1720 MN Ave		9-17-14
20	Tabatha Stoll	Tabatha Stoll	1510 Wisconsin Ave Apt. 1		9-17-14
21	Corey Rode	Corey Rode	306 17th St. N.		9/17/14
22	Dan Aarhus	Dan Aarhus	2195 Pacific Ave		9-17-14
23	John Maerwin	John Maerwin	2115 Pacific		9-17-14
24	Eric Miller	Eric Miller	1705 Pacific Ave.		9-17-14
25	Jacque Uruck	Jacque Uruck	1620 Atlantic		9-17-14
26	Amanda Essig	Amanda Essig	1620 Atlantic Ave		9-17-14
27	_____	_____	_____		
28	Timothy S. Essig	Timothy S. Essig	1620 Atlantic Ave.		9-17-14

	Printed Name	Signature	Address	Comment	Date
29	Larry Umrut	Larry W. Umrut	1620 Atlantic Ave		9-17-14
30	David Stewart	David Stewart	203 17th St. N.		9-17-14
31	Ann Stewart	Ann Stewart	203 17th St. N.		9-17-14
32	Shannon Harrington	Shannon Harrington	402 16th St. S		9-17-14
33	RENE STEIN	Rene Stein	402 16th St S		9/17/14
34	Mike Lindley	Mike Lindley	502 14th St. S.		9-17-14
35	Amy Asaker	Amy Asaker	700 10th St. N.		9-17-14
36	Mike Cook	Mike Cook	308 15th St. S		9-17-14
37	Jill Barclay Cook	Jill Barclay Cook	308 15th St S		9-17-14
38	Mary Padon	Mary Padon	604 15th St S 562B		9-17-14
39	Tom Padon	Tom Padon	500 12th St W		9-17-14
40	Bob Jottell	Bob Jottell	700 10th St S		9-18-14
41	Glenn M. Moreland	Glenn M. Moreland	207 21st Street S Benson		9-18-14
42	Nicole Lindley	Nicole Lindley	502 14th St. S		9-18-14
43	Tony Vanderberg	Tony Vanderberg	2135 Pacific Ave		9-18-14
44	Cathy Lansverk	Cathy Lansverk	2135 Pacific Ave		9-18-14

	Printed Name	Signature	Address	Comment	Date
45	Aruez Watkins		1000 Wisconsin Ave		9-18
46	Brianna Asaker		1000 Wisconsin Ave.		9-18
47	Kari Calles		910 15th ST		9-18
48	Nikki Albrecht		1611 10th ST N		9-18
49	Dannystation		1611 Pacific Ave		9-18
50	Brandie Evans		208 16th ST S		9-18
51	Allison McKeay		507 20th W		9-18
52	Wendy Aschena		406 13th ST N.		9-18
53	Steve Aschena				9-18
54	Mark Hovga		206 13th ST S		9-18
55	Terry Hodstrom		810 Kansas Ave		9-18
56	Roy Goubet		210 12th Str N		9-18
57	Peter Goubet		210 12th Str N		9-18
58	Rick Conyers		506 11th ST N		9-18
59	Wendy Dasser		904 church st. s	maybe you should help with more grants	9-18
60	Dawn Dasser		904 church st s		9-18

Printed Name	Signature	Address	Comment	Date
61 Luke Frank		P.O. Box 52	rose went to hang in private	9-18-14
62 Katie Frank		214 10th St. S	Finawanan I Likem private	9-18-14
63 Michele Plunkeff		215 1st St N		9-18-14
64 Eric Tolfsen		701 Pacific Ave		9-18-14
65 Angie Tolifson		701 Pacific Ave		9-18-14
66 Mary Ann Bengtson		906 13th St. S		9/19/14
67 Chuck Bengtson		906 13th St. S		9/19/14
68 Dan Tollefson		519 14th St N		9/19/14
69 Judy Tollefson		519 14th St N		9/19/14
70 Vicky Christenson		706 Church St	HELL NO	9/19/14
71 John Koepf		402 Church St		9/19/14
72 Bobbi Helmbrecht		902 18th St S		9/19/14
73 Charles Huston		312 16th St. S	Get rid of Mathiason	9/19/14
74 Louie Ziegler		2004 Atlantic Ave		9-19-14
75 TIM ZIEGLER		2004 ATLANTIC AVE	TOO MUCH GOVERNMENT	9-19-14
76 Robert A. Simonson		115 19th St. N.		9-19-14

	Printed Name	Signature	Address	Comment	Date
77	Derek Peterson		1700 Atlantic Ave		9-19
78	Chad Hoken		1610 Atlantic Ave		9-19
79	Scott Goulet		201 20 th St. S.		9-19
80	Helen SIK		201 18 th St. S		9-19
81	Chris Lunkwid		204 9 th St South		9-19
82	Joe Holm		1616 Atlantic Ave		9-19
83	Nona Mills		211 19 th St. N.		9-19
84	Jean Rocman		408 14 th St S.		9-19
85	Shawn Stoll		312 11 th St W. Apt 1		9-19
86	Jessica Grosch		413 12 th St N		9/19/14
87	Donna Wrobleck		800 Kansas Ave		9/18/14
88	MATTHEW PIERCE		875 Montana Ave		9/18-14
89	Judy Anderson		725 11 th St. So.		9-19-2014
90	Carletan Anderson		725 11 th St. S		9-19-14
91		Peter A. Wlazek	1802 Atlantic Ave		9-19-14
92	Mary Wlazek		802 Atlantic Ave		9-19-14

	Printed Name	Signature	Address	Comment	Date
93	Chad Pillatzki	Chad Pillatzki	625 8TH ST N		9-11-14
94	Priscilla Iverson	Priscilla Iverson	625 8th St. N.		9-11-14
95	DAN PILLATZKI	Daniel L Pillatzki	910 MONTANA AVE N'S		9-11-14
96	Verna Pillatzki	Verna Pillatzki	910 Montana Ave N		9-11-14
97	Howe Stites	Howe Stites	1313 13th St.		
98	Brandon Field	Brandon	809 14th St S		9-11-14
99	Gregory Boley	Gregory Boley	2000 hall Ave apt 203		9-11-14
100	Mike F. Field	Mike F. Field	809 14th St S		9-11-14
101	Renee Preschke	Renee Preschke	809 14th Street S		9/11/14
102	Carli Skar	Carli Skar	806 14th St S		9/11/14
103	Brian Greer	Brian Greer	100-20th St S	Not everyone has the money	9-11-14
104	Tim O'Connor	Tim O'Connor	320-843-3810		9-11-14
105	Teresa McQueen	Teresa McQueen	320-843-3765		9-11-14
106	Amber Castillo	Amber Castillo	807 10th St N.		9-11-14
107	Tim Miller	Tim Miller	320-843-3810		9-11-14
108	Marty O'Brien	Marty O'Brien			9-11-14

Printed Name	Signature	Address	Comment	Date
109 Angela Field	Angela Field	809 14th St. South	Some people can't afford to eat let alone fix their homes	9-11-14
110 Bill Erenberg	W. Erenberg	2045 McKinney Ave		9-11-14
111 Kut mcl	Kut mcl	905 13th St S.		9-11-14
112 Jerome Aschman	Kell	308 16th St N		9-11-14
113 Dan Statan	Dan Statan	625 7th St W	stay out of my business	9-12-14
114 Scott Pity	Scott Pity	1940 countryside		9-12-14
115 Vanessa Kinkie	James Kinkie	813 13th St N		9-12-14
116 Melad Samring		1706 NEVADA AVE APT 43 BENSON MA 5215		9/12/14
117 Colleen Piltzki	Colleen Piltzki	415 10 St N		9/12/14
118 Mark Piltzki	Mark Piltzki	415 10th St W		9-24-14
119 Steve Klang	Steve Klang	3007 10th St. So.		9-13-14
120 Mike Annesca	Mike Annesca	1801 Pacific Ave	U Suck	9-12
121 Todd Piltzki	Todd Piltzki	Benson		9-12-14
122 [Signature]	UNCLE DUTCHER	COUNTRYSIDE DRIVE		9-13
123 [Signature]	Henry Berghant	110 19th St.	Don Bettes	9-12
124 Bruce Berghorst	Bruce Berghorst	1801 Pacific Ave	leave it up to the homeowner !!!	9-13

	Printed Name	Signature	Address	Comment	Date
125	Samantha Gallagher	<i>Samantha Gallagher</i>	404 10 th St N	Not everyone can afford to repair their homes. There should be funds to help people.	9-17-14
126	Corey Gallagher	<i>Corey Gallagher</i>	404 10 th St N	"	9-17-14
127	Scott Thompson	<i>Scott Thompson</i>	1895 McKinney Ave		9-17-14
128	Sara Lundquist	<i>Sara Lundquist</i>	204 9 th St S		9-18-14
129	Justin Steber	<i>Justin Steber</i>	313 10 th St S		9-18-14
130	Cody Amundson	<i>Cody Amundson</i>	1107 12 th St N		9-18-14
131					
132					
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Val Alsaker

From: Rob Wolfington
Sent: Tuesday, September 30, 2014 11:23 AM
To: Frank Lawatsch; Val Alsaker
Subject: FW: Governing Board Nomination

Val,

Please include this e-mail note on the October 6th city council agenda for Deb's appointment to the SCBH Board.

Thanks,

Rob

From: Lawatsch, Frank H [<mailto:FLawatsch@scbh.org>]
Sent: Tuesday, September 30, 2014 11:02 AM
To: Rob Wolfington
Cc: Kory Johnson; Deb Moorse (dmoorse@yahoo.com)
Subject: Governing Board Nomination

Rob; As you are aware, Deb Moorse' initial term on the SCBH Governing Board will expire the end of 2014. As a follow-up to our governing board meeting last night and, in concert with the SCBH Bylaws requiring a 90-day notification to the appointing entity, please accept this message as official notification of our governing board nomination for reappointment of Deb Moorse for another 3-year term on the SCBH Governing Board, effective January 1, 2015.

Please contact me if you have questions regarding this.

Thanks,

FL

Frank Lawatsch, CEO
Swift County Benson Hospital
320-843-1311 Direct
320-843-4232 SCBH
flawatsch@scbh.org

**RESOLUTION SETTING ASSESSMENTS FOR FIRE SERVICE CHARGES
BY THE CITY OF BENSON, MINNESOTA FOR 2014 PAYABLE 2015
(RESOLUTION NO. 2014-)**

BE IT RESOLVED, by the Benson City Council that the following assessments for 2014 Fire Service Charges as prepared by the City Manager are hereby approved and made a part thereof; and,

BE IT FURTHER RESOLVED, that the assessments hereinafter noted shall be submitted to the County Auditor on or before October 15, 2014 and placed on the tax roll for collection with the taxes collectable in 2015.

Charges	Name & Mailing Address	Legal Description & Parcel No.	Amount Due
Fire Call	Brian Flaten 210 -- 17 th St. N. Benson, MN 56215	Lots 16 & 17, Block 46 Morris & Paytes Addn. 23-0295-000	\$750.00
TOTAL			\$750.00



Innovative
Systems

INNOVATIVE SYSTEMS, LLC PRINT AND MAIL FULFILLMENT SERVICES AGREEMENT

THIS CONTRACT IS ENTERED INTO THIS 1st **DAY OF OCTOBER** (hereinafter referred to as the "Contract").

WHEREAS, INNOVATIVE SYSTEMS, LLC is a company organized and existing under the laws of the State of Minnesota, having its printing principal place of business located at 4722 Hwy 71 NE, Willmar, Minnesota 56201, U.S.A. (hereinafter referred to as "INNOVATIVE SYSTEMS, LLC"), and is engaged in the business of providing print and mail fulfillment and other related services (hereinafter referred to as the "INNOVATIVE SYSTEMS, LLC Services"); and

WHEREAS, **City of Benson Municipal Utilities** is a company organized and existing under the laws of the State of Minnesota, having its principal place of business located at **1410 Kansas Ave, Benson, MN 56215**, (hereinafter referred to as the "CLIENT"); and

WHEREAS, the CLIENT has agreed to engage INNOVATIVE SYSTEMS, LLC, and INNOVATIVE SYSTEMS, LLC has agreed to be engaged by CLIENT to provide the INNOVATIVE SYSTEMS, LLC Services to CLIENT in accordance with the terms of the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, INNOVATIVE SYSTEMS, LLC and CLIENT (hereafter the "Parties") hereto agree as follows:

SCOPE OF THE CONTRACT

1.1 INNOVATIVE SYSTEMS, LLC hereby agrees to provide the INNOVATIVE SYSTEMS, LLC Services to CLIENT, and CLIENT hereby agrees to purchase exclusively, as defined in paragraph 12.1 herein, from INNOVATIVE SYSTEMS, LLC in accordance with the terms and conditions provided herein.

1.2 Unless otherwise agreed by the Parties, the INNOVATIVE SYSTEMS, LLC Services to be provided by INNOVATIVE SYSTEMS, LLC shall consist of the print and mail fulfillment and related services described in Appendix A attached hereto.

1.3 During the term of this Contract, the CLIENT agrees to produce a minimum monthly quantity of **1,500** invoices ("Minimum Commitment"), for a period of **forty-eight (48) months**.

PRICING AND BILLING

2.1 The prices and compensation to be paid by CLIENT to INNOVATIVE SYSTEMS, LLC for the INNOVATIVE SYSTEMS, LLC Services shall be in accordance with the amounts provided in Appendix B hereto (the "INNOVATIVE SYSTEMS, LLC Prices").

2.2 The INNOVATIVE SYSTEMS, LLC Prices set forth in Appendix B shall remain unchanged for a period of **forty-eight** months from the date of this Contract (the "Pricing Period"). Following the termination of the Pricing Period, the INNOVATIVE SYSTEMS, LLC Prices may increase to an amount equal to the fees and prices then in effect for the INNOVATIVE SYSTEMS, LLC Services upon each and every renewal for so long as this Contract or a renewal thereof shall be in force. The rate of INNOVATIVE SYSTEMS, LLC Price increases during any renewal term shall not exceed the cumulative change in the Consumers Price.

2.3 The INNOVATIVE SYSTEMS, LLC Prices may be revised and amended at any time by mutual consent of the Parties hereto in a written amendment signed by each of the Parties, in accordance with the terms prescribed herein.

2.4 Any and all invoices and bills for INNOVATIVE SYSTEMS, LLC Services, including, but not limited to processing fees, and any costs and expenses, shall be due and payable by the CLIENT to INNOVATIVE SYSTEMS, LLC upon receipt, and in any event, no less than two (2) days in advance of the next scheduled production date. Each cycle sent by CLIENT is independent of each other and corresponding invoices for those cycles, need to be paid prior to that cycle running again the next month. INNOVATIVE SYSTEMS, LLC may accept orders and customer information and files from CLIENT, but will not commence processing procedures or provision of the INNOVATIVE SYSTEMS, LLC Services unless and until payments have been received from the CLIENT with respect to said orders and customer files. INNOVATIVE SYSTEMS, LLC shall bill the CLIENT on a monthly basis or more frequently, as the committed volume requirements dictate.

2.5 During the term of this Contract and any renewals thereof, CLIENT shall be responsible for the payment of any and all applicable federal, state, and local sales, excise, use and taxes (but excluding any income taxes due with respect to the compensation paid by CLIENT to INNOVATIVE SYSTEMS, LLC for the INNOVATIVE SYSTEMS, LLC Services rendered pursuant to this Agreement. Exemption from tax payment will be allowed upon the presentation of written proof of exemption and a valid tax exemption number.

2.6 All invoices shall be payable to INNOVATIVE SYSTEMS, LLC in the form of cash, or check made payable to "INNOVATIVE SYSTEMS, LLC".

2.7 In the event that the CLIENT defaults upon or fails to make any payment as scheduled, INNOVATIVE SYSTEMS, LLC shall have the right (a) to immediately suspend any and all production for the account of the CLIENT until the CLIENT cures the delinquency in payment, and (b) to terminate this Contract if such delinquency is not cured within thirty (30) days following delivery to CLIENT of written notice of the delinquency.

COSTS AND EXPENSES

3.1 CLIENT shall be responsible for the payment of all out-of-pocket costs and expenses incurred by INNOVATIVE SYSTEMS, LLC except for what is specified in Appendix B, solely by reason of rendering the INNOVATIVE SYSTEMS, LLC Services hereunder, including but not limited to expenses for postage, shipping, freight, paper, electronic forms, envelopes, flats and other supplies reasonably required in connection with providing the INNOVATIVE SYSTEMS, LLC Services in accordance with the terms of this Contract, as described in Appendix A and B.

3.2 Payment for any of the foregoing costs and expenses shall be made in accordance with paragraph 2.6 herein. In addition, CLIENT shall establish a Postage Account in the name of, and for the benefit of INNOVATIVE SYSTEMS, LLC, with INNOVATIVE SYSTEMS, LLC. Each month, CLIENT shall deposit into the Postage Account any amount necessary to make the balance in the Postage Account equal to the prior month's actual postage expenses. A postage deposit equaling two (2) months of estimated postage for the Minimum Commitment (or, during the initial six months of the term hereof, an amount equal to the average amount of postage used on each of the last two (2) months' production runs. Invoices for costs and expenses for postage, shipping and freight shall be billed to CLIENT, and payment may be made to INNOVATIVE SYSTEMS, LLC from the Postage Account. INNOVATIVE SYSTEMS, LLC reserves the right to monitor the Postage Account and to increase or decrease the required deposit by CLIENT at the sole discretion of INNOVATIVE SYSTEMS, LLC.

REPRESENTATIONS AND WARRANTIES

4.1 INNOVATIVE SYSTEMS, LLC and the CLIENT jointly and severally represent, warrant and agree as follows:

(a) they have the full legal right, power and authority to enter into this Contract and to consummate all of the transactions contemplated herein; (b) that in executing and delivering this instrument, they do so freely and voluntarily, with full legal competency to the best of their knowledge, having received adequate independent legal advice from legal counsel, if desired, and under no duress, pressure or coercion which could negate or adversely affect the intentions of the Parties as expressed herein; and (c) that this Agreement, and each and every covenant, promise, representation, warranty and agreement herein, shall be fully binding upon and shall inure to the benefit of the respective heirs, successors, representative, assigns, parents, subsidiaries and other affiliates, of each party hereto.

4.2 The CLIENT acknowledges and agrees that any and all data (except that data regarding CLIENT'S customers which is generated directly from the fulfillment of INNOVATIVE SYSTEMS, LLC's obligations under this Contract), documents and information provided by INNOVATIVE SYSTEMS, LLC to the CLIENT, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of INNOVATIVE SYSTEMS, LLC.

4.3 INNOVATIVE SYSTEMS, LLC acknowledges and agrees that any and all data, documents and information provided by the CLIENT to INNOVATIVE SYSTEMS, LLC, including, but not limited to computer software programs, computer data and information, and other proprietary information, are and shall remain the sole and exclusive property of the CLIENT.

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is acknowledged and agreed that INNOVATIVE SYSTEMS, LLC shall not be considered an agent, employee or representative of the CLIENT. INNOVATIVE SYSTEMS, LLC shall not act on behalf of the CLIENT, except as otherwise agreed upon herein. Nothing herein shall be construed in any way to constitute a partnership, joint venture, agency or any other special relationship between INNOVATIVE SYSTEMS, LLC and the CLIENT, nor is it the intention of the Parties to establish any such relationship.

5.2 Neither INNOVATIVE SYSTEMS, LLC nor the CLIENT is granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of, or in the name of the other, or to bind the other in any manner or thing whatsoever, without the prior written approval of a duly authorized representative of the other.

5.3 The Parties shall each use reasonable efforts to take all actions as the other may from time to time reasonably request and to otherwise cooperate with the other in order to avoid or minimize any delay or impairment of the performance of the other's obligations under this Contract.

LIMITATION OF LIABILITY/INDEMNIFICATION

6.1 Except for acts constituting fraud, willful misconduct or negligence, or a breach of INNOVATIVE SYSTEMS, LLC's obligations under this Agreement (collectively, the "Excluded Liabilities"), INNOVATIVE SYSTEMS, LLC, its shareholders, principals, directors, officers, agents, employees and representatives shall not be liable for any damages arising out of the performance of INNOVATIVE SYSTEMS, LLC's obligations under this Contract. Notwithstanding the foregoing, under no circumstances will INNOVATIVE SYSTEMS, LLC be liable for the damages arising out of the performance of its obligations hereunder or damages arising out of this Contract to the extent that said damages exceed the compensation paid by the Client to INNOVATIVE SYSTEMS, LLC for the performance of the INNOVATIVE SYSTEMS, LLC Services, nor will INNOVATIVE SYSTEMS, LLC be liable for damages for any loss of profits, goodwill, consequential damages.

6.2 Except as provided herein and except for claims arising from any one or more Excluded Liabilities, the CLIENT hereby waives and releases INNOVATIVE SYSTEMS, LLC, its shareholders, principals, directors, officers, agents, employees or representatives, as the case may be, for any and all claims, demands, debts, liabilities, obligations, costs, expenses, damages, actions or causes or actions, of whatsoever kind or nature, whether known or unknown, without limitation, arising out of or in any way connected to the act or omission to act of CLIENT, arising out of or in any way connected with the performance by INNOVATIVE SYSTEMS, LLC of its obligations under this Contract.

CONFIDENTIALITY

7.1 Except as provided herein, INNOVATIVE SYSTEMS, LLC, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from the CLIENT, including but not limited to any customer lists and information, financial data or other information designated in writing by the CLIENT as proprietary information ("Client Information").

7.2 Except as provided herein, the CLIENT, its employees, agents and representatives shall use reasonable care to preserve the strict confidentiality of all information obtained from INNOVATIVE SYSTEMS, LLC, including but not limited to any operating programs, computer programs, data or other

information, and other information designated in writing by INNOVATIVE SYSTEMS, LLC as proprietary information (the "INNOVATIVE SYSTEMS, LLC Information")(the Client Information and the INNOVATIVE SYSTEMS, LLC Information shall be referred to collectively as the "Confidential Information").

7.3 Neither party shall use the Confidential Information for any purpose other than the performance of that party's obligations hereunder nor disclose such information to any third party, without the prior written consent of the other party hereto; provided, however, that the obligation to keep the Confidential Information confidential shall not be applied to information and data that:

(a) is already lawfully in the possession of the disclosing party, and is not subject to any confidentiality provisions; (b) is or hereafter becomes (other than by reason of a party's breach of its nondisclosure obligations hereunder) a matter of public knowledge or available in the public domain independent of any disclosure by the disclosing party;

(c) is thereafter acquired lawfully from a third party who is not subject to any confidentiality provisions; or (d) the disclosing party is legally obligated to disclose.

TERM

8.1 This Contract shall come into effect immediately as of the date of execution hereof by both Parties, and shall remain in force for a period of **forty-eight (48) months**, except as provided for herein. At the expiration of the term, the Contract, including any modifications thereto, shall renew for a new contract period that will be agreed to by both parties, unless either party provides written notice of non-renewal ninety (90) days prior to the expiration of the term of the Contract, or the renewal period, as the case may be.

8.2 In the event that this Contract is renewed in accordance with paragraph 8.1 herein, the terms of the Contract, shall remain unchanged (except to the extent expressly modified by agreement of the parties), except that the pricing terms may be modified in accordance with paragraph 2.2 herein. INNOVATIVE SYSTEMS, LLC shall notify CLIENT at least ninety-one (91) days in advance of any modification of pricing terms made in accordance with paragraph 2.2 herein.

TERMINATION

9.1 This Agreement may be terminated prior to expiration of the term hereof only as follows:

(a) Provided that INNOVATIVE SYSTEMS, LLC or CLIENT (the "terminating party") is not then in breach of its obligations hereunder, the terminating party may terminate this Contract with regard to its obligations that arise hereunder after the date of termination by delivering to the other party (the "breaching party") written notice of such termination upon the occurrence of any of the following: (i) the breaching party is in material breach of its obligations hereunder and fails to cure such breach within ten (10) business days after receipt of written notice thereof from the terminating party; or

5 (ii) the bankruptcy or insolvency of the breaching party, including but not limited to any of the following: assignment for the benefit of creditors, inability to pay debts when due, commencement of procedures for compulsory reorganization, and management or significant assets or property being involuntarily taken over in whole or in part by any governmental office, agency or authority; or (b) upon the mutual written consent of the CLIENT and INNOVATIVE SYSTEMS, LLC to terminate this Contract.

9.2 If this Agreement is terminated by INNOVATIVE SYSTEMS, LLC pursuant to paragraph 9.1 (a) herein, or if CLIENT terminates this Contract other than pursuant to paragraph 9.1, above, prior to satisfying CLIENT's Minimum Commitment, then the CLIENT shall be liable to INNOVATIVE SYSTEMS, LLC for liquidated damages ("Liquidated Damages") for such early termination. The Liquidated Damages shall be an amount equal to the sum of (a) the product of (i) the Minimum Commitment per month, assuming that no invoices are ordered for a month) *multiplied times* (ii) the sum of the number of months remaining in the term of the Contract, *plus* (b) any invoices that remain unpaid by the CLIENT as of the date of such termination. The Minimum Commitment to be established after the initial six (6) month term of this agreement.

9.3 Nothing herein shall be construed to limit or otherwise affect the rights and remedies of INNOVATIVE SYSTEMS, LLC at law or in equity under this Contract, or in the event that the CLIENT terminates this Contract.

9.4 In the event of termination of this Contract by either party, the rights and obligations of each party hereunder shall cease, except the obligation of the CLIENT to pay to INNOVATIVE SYSTEMS, LLC any accrued but unpaid compensation or expense reimbursement. In addition, each party shall promptly return any and all data, information, programs, materials, monies held in the postage account and other property held by it in connection with the performance of its obligations hereunder, and the confidentiality provisions defined in paragraphs 7.1, 7.2 and 7.3 herein shall remain in full force and effect for a period of two (2) years.

NOTICES

10.1 All notices or other communications between the Parties hereunder shall be in writing, and shall be deemed to be delivered and received (a) on the date on which personally delivered, (b) on the third (3rd) business day after the business day on which deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) on the date on which transmitted by facsimile machine generating a receipt confirming a successful transmission, or (d) on the next business day after the business day on which deposited with a nationally recognized regulated public carrier (*e.g.*, Federal Express, DHL, or UPS) for overnight delivery, freight prepaid, addressed to the party for whom intended at the address or facsimile number set forth below, or such other address or facsimile number, notice of which is delivered in a manner permitted by this paragraph 10.1:

to INNOVATIVE SYSTEMS, LLC: to **CITY OF BENSON MUNICIPAL UTILITIES:**

4722 Hwy 71 NE

Willmar, Minnesota 56201

Telephone: (320) 262-3934

Attn: Larry Walter

1410 Kansas Ave

Benson, MN 56215

Telephone: (320) 843-5445

DISPUTE RESOLUTION

11.1 In the event that a dispute arises between or among the Parties directly or indirectly arising out of or concerning the meaning or interpretation of this Contract, the Parties shall first attempt to settle such dispute through friendly discussion. In the event that such dispute cannot be resolved in such manner, then except for any action in which the relief sought involves the exercise of injunctive or other equitable powers of a court, the matter shall be submitted to binding arbitration.

11.2 Any arbitration proceeding shall be conducted within the state of Minnesota, in accordance with the procedural rules of the American Arbitration Association. Either of the Parties may participate in such arbitration proceedings via teleconference or videoconference. The decision of the arbitrator may be appealed to a court of competent jurisdiction in accordance with the laws of the state of Minnesota.

11.3 Any action or proceeding, including but not limited to any arbitration or litigation, directly or indirectly arising out of or concerning the meaning or interpretation of this Contract shall be settled in the state of Minnesota, United States of America, and the Parties expressly submit to and consent that the courts and authorities of the state of Minnesota shall have exclusive jurisdiction over any such arbitration or litigation. The Parties hereby consent to service, jurisdiction and venue of such courts for any litigation.

11.4 In the event that any action or proceeding, including, but not limited to an arbitration or litigation, is commenced between CLIENT and INNOVATIVE SYSTEMS, LLC concerning this Contract regarding the rights and duties of either of the Parties under this Contract, then the party prevailing in such action or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees in such action or proceeding which may be determined by the arbitrator or court in such action or proceeding or in a separate action brought for that purpose.

CONFLICTS OF INTEREST

12.1 The CLIENT acknowledges and agrees that it shall obtain the INNOVATIVE SYSTEMS, LLC Services or similar services exclusively from INNOVATIVE SYSTEMS, LLC during the Contract term, once INNOVATIVE SYSTEMS, LLC has mailed the first cycle of invoices on behalf of CLIENT. The CLIENT shall not directly or indirectly enter into any contracts with persons who are in direct competition with INNOVATIVE SYSTEMS, LLC for the purposes of providing the same or similar services as the INNOVATIVE SYSTEMS, LLC Services during the term of this Contract without the prior written consent of INNOVATIVE SYSTEMS, LLC. Nothing in this Section 12.1 is intended or shall be construed to prohibit CLIENT from evaluating whether to engage companies other than INNOVATIVE SYSTEMS, LLC to provide to CLIENT, after the term of this Contract, products and services identical or similar to those which

INNOVATIVE SYSTEMS, LLC provides hereunder. Such evaluation may include trials of such companies' services which may, from time to time, be documented in writing between CLIENT and said companies.

GOVERNING LAW

13.1 This Contract shall be construed in accordance with and governed by the laws of the State of Minnesota.

MODIFICATION AND ASSIGNMENT

14.1 This Contract may not be modified or terminated orally and no modification, termination or alteration shall be valid unless in writing signed by the party against whom enforcement is sought.

14.2 Neither party shall assign any of its rights or obligations, or this Contract in whole or in part, to a third party without obtaining the express, prior written consent of the other party, which consent may be withheld for any reason whatever, and any attempted assignment by either party without such prior written consent will be ineffective and will constitute a breach of this Contract; *provided that*, notwithstanding the foregoing, either party (the "assigning party") may assign its rights or delegate its duties hereunder to any other person, firm, corporation, or other entity that acquires all or substantially all of the assets of the other party hereto in any single transaction or series of related transactions.

ADDITIONAL DOCUMENTS

15.1 The Parties shall execute all additional Contracts and instruments, if any, that may be reasonably required in order to carry out the purposes and intent of this Contract and to fulfill the obligations of the Parties hereunder.

COUNTERPARTS

16.1 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and shall be fully binding and effective.

ENTIRE CONTRACT

17.1 This document constitutes the entire agreement between the Parties relating to the INNOVATIVE SYSTEMS, LLC Services, and the Parties agree that there are currently no other understandings or Contracts between them whatsoever relating to the INNOVATIVE SYSTEMS, LLC Services.

HEADINGS

18.1 The headings used in this Contract are for convenience only and shall not be used to interpret or construe any of its provisions.

Contract becomes binding: 10/01/14

Contract period begins: 01/01/15 or upon first cycle processing

Contract period expires: 10/01/18

INNOVATIVE SYSTEMS, LLC

By: _____ Larry J. Walter Title: Director of Print Operations

Date: / /

CITY OF BENSON MUNICIPAL UTILITIES

By: _____ Print: _____ Title: _____

Date: / /

APPENDIX A

STATEMENT OF WORK

INNOVATIVE SYSTEMS, LLC Control Standards

I. Inventory Controls

- A. Inventory controls are maintained by INNOVATIVE SYSTEMS, LLC.
- B. Paper and Envelope stock will be supplied as part of the INNOVATIVE SYSTEMS, LLC packaged services

II. Input Controls

- A. Customer completes the on-line work order (includes file specific information)
- B. Processing commences:
 - 1. Page and invoice counts are verified against customer counts from on-line work order
 - 2. Addresses are verified for deliverability and postal coded for presort mail discounts
- D. Pre-production sampling is performed to check the accuracy of the invoice dates, messages, alignment, etc.
- E. Once all input controls are verified, the file is scheduled for production

III. Printing Controls

- A. High Speed Laser Printers are utilized within INNOVATIVE SYSTEMS, LLC's Customized Workflow System
- B. Throughout the printing process:
 - 1. Monitor print quality and output sequences.
 - 2. Final review of output, and verification of presort mailing information
- C. Reprint any invoices via account recovery program
- D. Provide accurate workflow tracking throughout the process

IV. Inserting Controls

- A. Pre-production machine inspection insures proper material use
- B. Verify control totals to ensure all printed pages are inserted
- C. "Intelligent" inserters electronically monitor insertion and folding integrity through out
- D. Postage totals are verified after each mailing
- E. Verify all totals prior to release to the post office

V. Turnaround Commitments:

A. Files available to INNOVATIVE SYSTEMS, LLC will be mailed at agreed or perceived correct times and will be correlated with customer's requests to the best of INNOVATIVE SYSTEMS, LLC's abilities.

APPENDIX B

FEE SCHEDULE

COST PER CUSTOMER (INVOICE)*: \$0.25 CENTS**

* Single Invoice INCLUDES: Perforated first sheet, 2-sided printing, full CMYK color on front, standard IS outgoing envelope, return envelope to non-autopay customers, capability of static inserting of materials, presorting, delivery to post office.

**Price discount of 5 cents per customer for mailing on the last day of the month where applicable.

Additional Services (see rates below):

Static graphic (same picture to all customers): Additional 2-6 cents

Variable graphic (data driven) 1 time conversion cost: To be determined if requested

CMYK Full Color Overlay (Highlighted color text up to 5% of page coverage): INCLUDED

Conversion: Included

Technical and Design Services*: \$75.00 per hour**

*** Billed in increments of 15 minutes

INNOVATIVE SYSTEMS, LLC

By: _____ Larry J. Walter Title: PRESIDENT

Date: / /

CITY OF BENSON MUNICIPAL UTILITIES

By: _____ Print: Title:

Date: / /

2014 General Election Judges

Phyllis Hartzell

Gene Doshier

Jo Bronniche

Dianne Doscher

Marge Friedlein

Ardis Ellingson

Marge Scheffer

Rose Ann Bowe

Alta Larson

Glen Pederson

Jan Baukol

Val Alsaker

Pam Lawatsch

Karen Wolfington

Darlene Iverson