

**City Council Meeting Agenda
City Council Chambers
November 2, 2015**

Page		5:00 p.m. Liquor Committee Meeting	
	1.	5:30 p.m. Call the Meeting to Order at City Hall (Mayor)	
	2.	Pledge of Allegiance	
	3.	Approval of Agenda	Action Required
	4.	Persons with Unscheduled Business to Come Before the City Council (Mayor)	
	5.	Review the Consent Agenda: (Mayor)	
		a. Minutes:	Action Requested
3		▪ 10.14.2015 Special City Council Minutes	
4-6		▪ 10.19.15 City Council Minutes	
7		▪ 8.20.2015 EDA Minutes	
8-9		▪ 10.1.2015 Safety Committee Minutes	
		b. Correspondence:	
10-11		▪ Southwest West Central Svc. Coop. Board of Directors Opening	
12		▪ Swift County-Benson Hospital Foundation Letter	
13		▪ Scofield Place Board Letter	
14		▪ MnDOT District 4 Five Year Plan	
15		▪ Swift Machine & Fab Land Purchase Proposal	
		c. Applications:	
	6.	Swearing in Officer Scott Girard	Information Only
16-20	7.	Police Capital Investment, Squad Car Camera Upgrade	Action Requested
21-25	8.	Benson Golf Club – Staff Recommendation	Action Requested
	9.	Small Cities Grant Update	Information Only
26-28	10.	Swift County HRA Pay Request	Action Requested
29-30	11.	Lead/Copper Tap Water Monitoring Report Oct. 26, 2015	Information Only
	12.	Highway 29 North TIF District - Continued Discussion	Information Only
31-48	13.	1 st Reading of the Heliport Safety Zoning Ordinance	Action Requested
49-50	14.	Senior Center Carpet Project	Action Requested
51	15.	Demolition of Trailer Court House Proposal	Action Requested
52	16.	LELS Contract Addendum #1	Action Requested
53	17.	AFSCME Contract Settlement	Action Requested

- 54-87 18. Amendment and Restatement of MRES Power Supply Agreement Information Only
- | | | | |
|----|---------------------------|----|-----------------|
| A. | Memo-Tom Heller, MRES CEO | C. | Briefing Slides |
| B. | Executive Summary | D. | Discussion |
19. Special Council Mtg. December 1, 2015, 5:30 p.m. – MRES S-1 Power Agrmt. **Action Requested**
20. Adjourn: Mayor **Action Required**

DRAFT

**MINUTES - BENSON CITY COUNCIL – SPECIAL MEETING
OCTOBER 14, 2015**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Jack Evenson, Sue Fitz, Mike Fugleberg & Stephanie Heintzig. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Golf Club President Brian Samuelson, Golf Club Board Members Brady Olson, Mike Heintzig, Tom Traen, Jerry Peterson, Ron Vadnais, Luke Foslien & Bill Dethloff, Golf Course Grounds Keeper Sally Jones, Lindy Maanum, Kay & Bill Harrison, Mike & Julie Holte, Gary Landmark, Larry Smith, Dennis Minor and Tara Ulmaniec.

Mayor Kittelson discussed developing a TIF District on the re-zoned Hawley property on the north end of Benson. It was moved by Fitz, seconded by Evenson and carried unanimously to expedite creating a TIF District at Hawleywood 4th edition that was rezoned from R-1 to R-3 in June of 2015.

Samuelson introduced the current Golf Club Board and reviewed the history of memberships and rates. Jones took the Council out to the course and demonstrated the new irrigation system. Samuelson & Dethloff took the Council on a tour of the exterior of the Golf Club building. Engan & Associates looked at the condition of the club house and remodel, and estimated \$270,000 - \$380,000 to repair and upgrade the building.

Samuelson said next year, they will be offering grilled food only, and if any events book at the golf club, the food will be catered in, along with a room rent fee. He said the club house will be closed when the course closes for the winter.

Other items discussed were the mower replacement schedule, memberships, the line of credit and the predicted deficit for 2016. The board asked for direction from the Council on the Club house repairs and assistance with the monetary shortfall.

Wolfington discussed the management options and asked the Golf Course board to decide on their desired governance first.

Mayor Kittelson suggested the Council sit down and gain input from City staff, and will have a decision on possible assistance for the Golf Club at the October 19, 2015 meeting.

There being no other business, a motion was made by Fitz, seconded by Evenson and carried unanimously to adjourn the meeting at 6:47 p.m.

Mayor

City Manager

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
OCTOBER 19, 2015**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Jack Evenson, Sue Fitz, Mike Fugleberg & Stephanie Heinzig. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Director of Public Works Dan Gens, Police Chief Ian Hodge, Fire Chief Mark Schreck, City Attorney Don Wilcox, Swift County-Benson Hospital Manager Kurt Waldbillig, Swift County-Benson Hospital Board Chairman Kory Johnson, Golf Club Board Members Jerry Peterson and Ron Vadnais, Golf Course Groundskeeper Sally Jones, Gary Landmark, Larry Smith, Jonathon Pogge-Weaver, Tara Ulmaniec, Terri Collins, Dennis Minor, Todd and Mark Pillatzki.

The Council recited the Pledge of Allegiance.

Mayor Kittelson asked for any additions or changes to the agenda

Councilmember Fitz moved to rescind her motion from the October 14, 2015 meeting to proceed with creating a TIF district in Hawleywood 4th Addition, on the north side of town, and asked to readdress the TIF district at the November 2, 2015 City Council Meeting. The motion was seconded by Fugleberg and carried unanimously.

Wolfington asked to add Electric Utility to the agenda, which was recognized by Mayor Kittelson. It was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the changes to the agenda.

The Mayor called for anyone with unscheduled business. Todd and Mark Pillatzki approached the Council to appeal the Council's decision to honor the fire call charge billed to their brother on August 29, 2015. Mark asked the Council for a partial or total cost deferral on the charges. After discussion, it was the consensus of the Council the fire call charge of \$750 will stand.

It was moved by Fitz, seconded by Heinzig and carried unanimously to approve the following minutes with this correction:

- October 5, 2015 City Council Minutes
- September 8, 2015 Planning Commission Minutes

Wolfington shared a letter from CenterPoint Energy stating the Minnesota Public Utilities Commission (MPUC) approved a 5.65% interim rate increase as of October 2, 2015 until they can issue a final order and new rates implementation in the summer of 2016.

Fire Chief Schreck approached the Council. He discussed a grant Benson, Clontarf, DeGraff and Danvers Fire Departments would like to apply for. It is through the State Fire Marshal, for the MN Fire Department Turnout Gear Washer/Extractor Award program. Firefighters experience a higher rate of cancer than those in the communities they serve, due in part to the carcinogens they are exposed to while on the job. Cleaning their turn-out gear is impossible in the household washer they currently have as it is unable to spin the gear out due to the weight of the gear when wet. This grant would allow four fire departments to clean their gear properly. After discussion, Fugleberg made a motion to support the application to the MN Fire Department Turnout Gear Washer/Extractor Award Program as a concern for our Firemen's health and safety. The motion was seconded by Fitz and carried unanimously.

Mayor Kittelson opened the Public Hearing for the Helipad Safety Ordinance at 5:45 p.m. Wolfington updated the Council on the progress of the helipad construction. He said the City has met with the State, FAA and engineers to make sure the specs are correct. Wolfington stated the ordinance is meant to protect the airspace from future expansion. He presented a map of the airspace affected. Wolfington stated he has received no public comment. All of the airspace affected is within the City limits except for a 50 X 150' piece of land outside the City limits in Torning Township. Wolfington is meeting with Torning Township to discuss the possibility of a joint ordinance. It was the consensus of the Council to leave the Public Hearing open until the November 2, 2015 meeting.

Next the Council discussed the Golf Club financial situation. There was discussion on possible relief for the Golf Club. It was the consensus of the Council to direct staff to devise 2-3 options taking into consideration the 2016 budget and have a proposal, with a decision to be made by the first week in December.

Wolfington presented a request of support from Swift County Administrator Mike Pogge-Weaver to the State of Minnesota showing support for considering the Appleton Prison as an alternative to building a new prison in Minnesota. Councilmember Evenson offered the following resolution:

**CITY OF BENSON RESOLUTION OF SUPPORT
(RESOLUTION 2015-19)**

WHEREAS, according to the Minnesota Department of Corrections, the State of Minnesota's prison population exceeds capacity; and

WHEREAS, the Minnesota Department of Corrections is housing 560 inmates in county jails where they cannot receive critical rehabilitation services available in State correctional facilities; and

WHEREAS, the Minnesota Department of Corrections projects the State of Minnesota's prison population will grow by at least 500 inmates by the year 2020; and

WHEREAS, the Minnesota Department of Corrections is seeking \$141.5 million in general obligation bonds to finance the construction of a 500-bed expansion at Minnesota Correctional Facility – Rush City to accommodate projected prison population growth; and

WHEREAS, the State of Minnesota would incur additional costs such as interest, debt service, maintenance, and annual operating costs associated with expanding Minnesota Correctional Facility – Rush City; and

WHEREAS, the City of Appleton is home to a vacant and well-maintained 1,600-bed prison; and

WHEREAS, 350 people from 24 surrounding counties worked at the Appleton prison when it was in use, generating an estimated \$15.2 million for the regional economy; and

WHEREAS, many ancillary businesses in the region and their workers benefitted when the Appleton prison was in use; and

WHEREAS, the region offers robust infrastructure to provide rehabilitation services for State of Minnesota inmates and a great quality of life for working families; and

WHEREAS, the cost to the State of Minnesota to lease the Appleton prison is estimated to be \$6-8 million per year, plus annual operating costs – substantially lower than constructing and maintaining new, permanent correctional facilities; and

WHEREAS, it is practical that the State of Minnesota do its due diligence to fairly consider the costs associated with leasing and operating the Appleton prison before constructing new, permanent correctional facilities;

NOW THEREFORE BE IT RESOLVED, that on October 19, 2015 the City of Benson City Council declared its support for a proposal for the State of Minnesota to lease and operate the Appleton prison with State of Minnesota public employees to provide much-needed jobs and economic development for the people of West Central Minnesota and to provide effective rehabilitation services for inmates needed to reduce recidivism.

Council Member Heinzig seconded the foregoing Resolution and the following vote was recorded: AYES: Kittelson, Heinzig, Fugleberg, Fitz, Evenson. NAYS: None. Thereupon the Mayor declared Resolution 2015-19 duly passed and adopted.

Police Chief Hodge presented the September 2015 Police Report. He also acknowledged Officer Burton's letter of resignation and transfer of ownership of K9 Officer Riddle over to Officer Burton.

The Council reviewed the September 2015 Budget report.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve the bills and warrants in the amount of \$791,727.49.

Wolfington informed the Council the City received a switching order from Great River Energy (GRE) located by the Fibrominn plant. The City will be generating at 7 p.m. on Thursday, October 22, 2015, and continue to generate anywhere from four to twelve hours. GRE will also be looking at our switching receivers while they are already working on the system.

There being no other business, a motion was made by Heinzig, seconded by Fugleberg and carried unanimously to adjourn the meeting at 6:21 p.m.

Mayor

City Manager

EDA Meeting August 20, 2015

Members Present: Mike Fugleberg, Rick Horecka, Leroy Noreen, Pat Hawley
Members Absent: Paul Kittelson, Paul Estenson, Jon Buyck
Also Present: City Manager Rob Wolfington, Swift County Manager Mike Pogge-Weaver, Hospital Administrator Kurt Waldbillig, and School Superintendent Dennis Laumeyer

City Manager Wolfington called the meeting to order at 12:10 p.m.

Waldbillig talked on issues facing the Swift County-Benson Hospital. He discussed services, city economics, relationship with ACMC, the recent charge analysis conducted and assisted living and the hospital. He said the hospital needs to reinvent who they are.

Waldbillig went on to say they have been talking to Scofield Place and would like to change the facility into assisted living. He feels it would be good utilization of staff between the hospital and Scofield Place. Hawley enquired as to who owns Scofield. It is a locally owned non-profit organization. Horecka likes the idea of an assisted living facility by the hospital for good continuity of care. Waldbillig felt there would be \$300,000 in income the first year at Scofield. He feels they would need an additional 25 assisted living units, added in blocks of 8 at a time which would allow for staffing of the units. He also would like to add 25 memory care units, placing them in the operating room of the hospital.

Other topics discussed by Waldbillig were the hospital using TeleHealth in the emergency room to help cut down on rent-a-doctor costs. Changes with ACMC clinic. Waldbillig had a meeting with the nursing home and the clinic to discuss issues facing healthcare entities.

Wolfington said the City, EDA, County and School are all here today and asked Waldbillig what he needed from them. Waldbillig said community support.

There was discussion on the TechBox loan being in default. It was the consensus of the EDA to have Wilcox look into collecting on the loan.

The loan profile was reviewed.

There being no other business, it was moved by Noreen, seconded by Horecka and carried unanimously to adjourn the meeting at 1:20 p.m.

Chairman

Attest: _____

Secretary



Safety Committee Meeting

Thursday, October 1, 2015

9 AM

Members Present: Rob Wolfington, Wade Ascherman, Mike Hoffman, Will Steinmetz, Dan Gens, Paul Larson, and Val Alsaker

Members Absent: Russ Borstad, Tom Lee and Shawn Wilson.

Old Business

1. Check lists were turned in from Parks, Street, Transit, Line Dept. and Power Plant with no noted issues. There were no check lists from Water, Wastewater or Liquor Store.
2. A map of low hanging power lines in the city was discussed. It was determined most low hanging lines are cable tv or telephone. There are too many power lines to map.
3. The street made some forks for the loader in order to allow better security when handling pallets, etc. This bucket tool is used on things the skid loader cannot handle.

New Business

1. Wolfington presented an article he read about 2 workers being rescued after a trench collapsed in South Dakota. Trench safety was discussed. Val said there have been changes to confined space OSHA requirements for the construction industry, not general industry such as ourselves.
2. Val asked if any public works employees need reflective clothing to let her know soon so any orders can be placed before the big winter rush.
3. Incidents and Accidents were reviewed:
 - An employee was pulling fence posts, and a nail went into his forearm.
 - While putting tracks on the skid loader, the wrench slipped and the employee hit his elbow.
 - A Transit employee went for lunch, and a young child was still on the bus. The child came out and asked to go to daycare. Wolfington stated he believes the new bus has a feature requiring the driver to go to the back of the bus to switch a lever before the bus can be shut off, allowing for inspection of possible occupants still on the bus.
 - A police officer was in use of force training and dislocated his shoulder. Hodge said this happens to him on occasion. He did not seek medical attention.
 - A Transit driver, while pulling into the designated parking space at Northside School, hit the front bumper of a citizen that was partly parked in the bus zone. There

discussion about more police presence during student drop off and pick up times. Also there was talk about improved signage around the bus area.

Other Business

1. Val said she had been contacted by ACMC to do the annual City Health Fair. She had also been contacted by the hospital to come in and do our Health Fair. The Hospital came back with equal prices to ACMC. After discussion it was agreed upon to support the Hospital and go with them for the 2015 Health Fair
2. Will said they have been making an effort to keep the shop locked up when they are not around. He asked if it would be possible to get a key pad for the walk in door for ease of access. Rob approved the purchase of the key pad.
3. Mike asked if there is something they could get to keep their gas card and book in that would protect it in the loader. Val will look around for something that will fit in the loader.
4. There was discussion about training for next year. Two ideas were to have Physical Therapy and Dietary come from the Hospital. Everyone was asked to bring ideas to the next meeting.

There being no other business, the meeting was adjourned at 9:45 a.m.



Education & Administrative Resources

1420 East College Drive
Marshall, MN 56258
www.swsc.org

cc
COGGA
NOV 2 22 CC

MEMORANDUM

TO: Member City, County, and Other Governmental Agencies
FROM: Cliff Carmody, Executive Director
DATE: October 1, 2015
RE: Notice of Vacancy to SWWC Board of Directors

The purpose of this notice is to inform the City, County, and Other Governmental Agency (CCOGA) members of a vacancy on the SWWC Service Cooperative Board of Directors.

In addition, this notice will serve as a request for applications to be considered for appointment to (1) four year term, beginning January 1, 2016 on the SWWC Board of Directors. Candidates must meet the following criteria:

- Eligible candidates must be affiliated with a City, County, or Other Governmental Agency (CCOGA) by serving as an elected official of the governing board of the city, county, or other governmental agency; OR, by being an employee of the city, county, or other governmental agency member of the SWWC Service Cooperative

The SWWC Service Cooperative Board of Directors is the governing body and serves in a policy-making capacity to program development, budgeting, personnel relations, public relations, and administrative matters. The Board typically meets the 4th Wednesday of each month at 6:30 p.m. (Dinner is at 6:00 p.m.) in Marshall. Mileage, meal expenses, and stipends are paid by SWWC. The current board consists of 10 members elected by member school districts and 2 members appointed to represent CCOGA members.

Candidates should submit the attached SWWC Board Appointment Application Form no later than **December 1, 2015** to:

SWWC Service Cooperative
Attn: Bobbie Carmody
1420 East College Drive
Marshall, MN 56258
bobbie.carmody@swsc.org

SWWC BOARD OF DIRECTOR'S APPLICATION FORM

(1) FOUR YEAR APPOINTMENT, BEGINNING JANUARY 1, 2016 – DECEMBER 31, 2019

Eligible candidates must be affiliated with a City, County, or Other Governmental Agency (CCOGA) by serving as an elected official of the governing board of the city, county, or other governmental agency; OR, by being an employee of the city, county, or other governmental agency member of the SWWC Service Cooperative.

Name: _____

CCOGA Member Affiliation: _____

Home Address: _____

E-Mail Address: _____

Home/Cell Phone: _____

Educational Background:

Previous Board Experience:

Community Activities:

Present Employment:

Please attach a brief statement as to why you are interested in serving on the SWWC Service Cooperative Board of Directors, along with any other pertinent information you would like the Board to consider in the appointment process.

Date: _____ Signature of Candidate: _____

PLEASE RETURN FORM AND ANY ADDITIONAL INFORMATION BY DECEMBER 1, 2015 TO:

SWWC Service Cooperative
Attn: Bobbie Carmody
1420 East College Drive
Marshall, MN 56258
E-Mail: bobbie.carmody@swsc.org



RECEIVED

dw
10/21/15

October 14, 2015

City of Benson - Council members
1410 Kansas Avenue
Benson, MN 56215

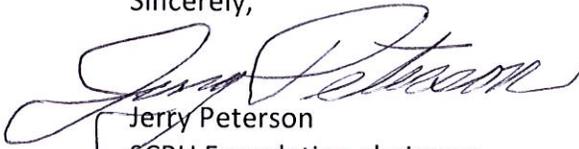
Swift County Commissioners
301 14th St N
Benson, MN 56215

Swift County Benson Hospital Board members
1815 Wisconsin Avenue
Benson, MN 56215

RE: Hospital Board's proposed plan for on-campus development of assisted living and dementia care facility.

At a special SCBH Foundation Board meeting held 10-1-15 the Foundation voted to support the Hospital Board's proposed on-campus development plan for assisted living and dementia care.

Sincerely,



Jerry Peterson
SCBH Foundation chairman



RECEIVED

10/21/15

October 12, 2015

1725 Wisconsin Avenue • Benson, MN 56215

City of Benson – Council Members
1410 Kansas Avenue
Benson, MN 56215

Swift County Commissioners
301 14th St. No.
Benson, MN 56215

Swift County Benson Hospital Board Members
1815 Wisconsin Avenue
Benson, MN 56215

RE: Swift County Benson Hospital Campus Proposed Development Plan

This letter serves as verification of support for the proposed development plan for Swift County Benson Hospital campus. We feel this plan offers an excellent opportunity to enhance overall health care for community residents, is economical sound, and should be executed as soon as possible.

Thank you for consideration and action.

Sincerely,

Scotfield Place Board Members

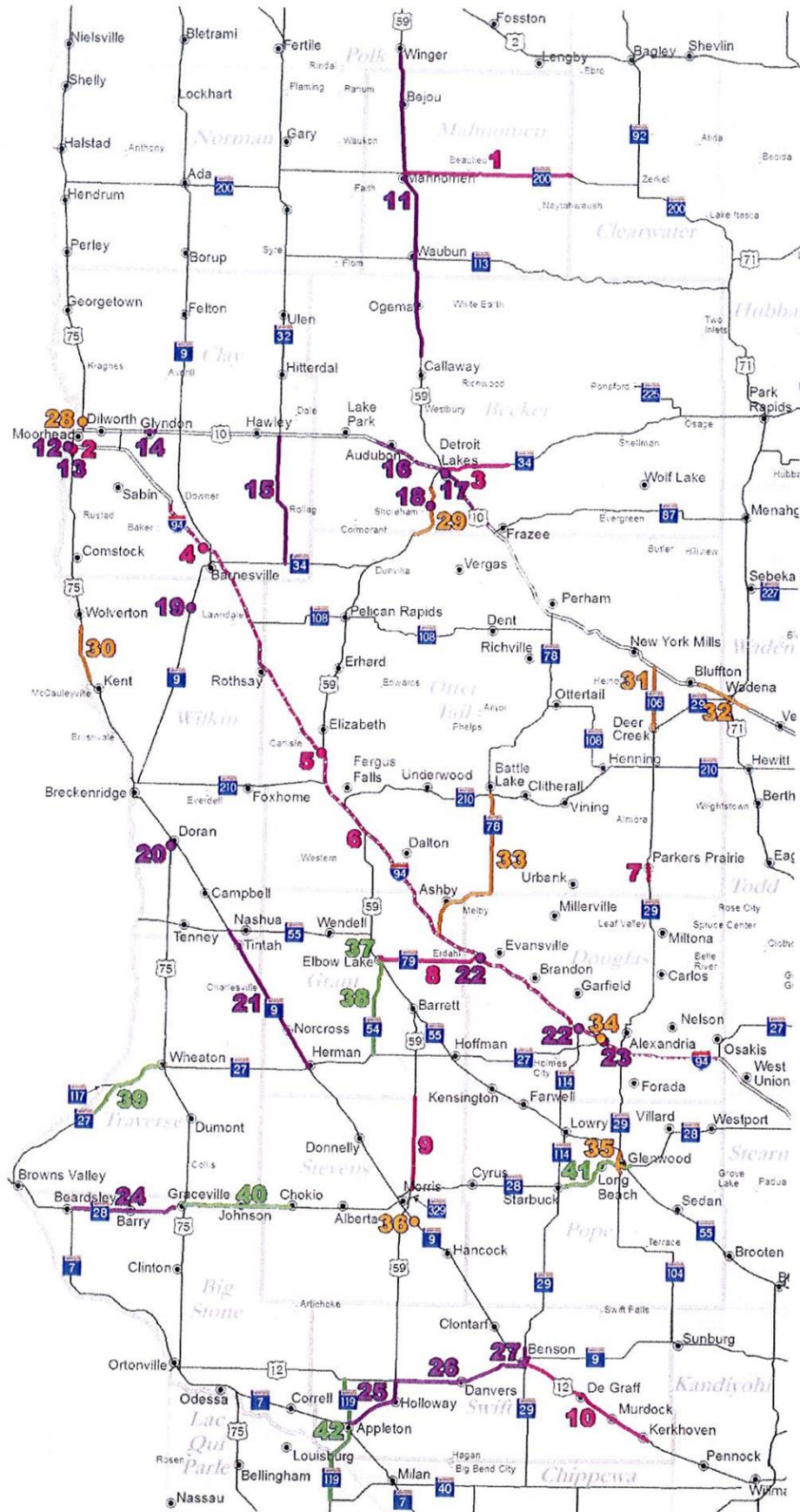
Mark H. Smith
William E. Hoberg
John Kelly
Toni Lindstrom

Lois Jensen
Marlynn Boone
Markus Pederson



District 4

TENTATIVE 2016-2019 Projects (Construction Year)

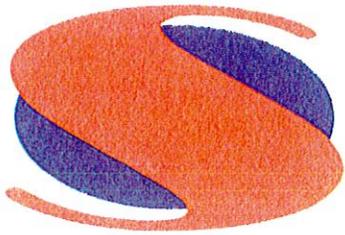


Map prepared by:
MnDOT District 4
1000 Highway 10 West
Detroit Lakes, MN 56501

Oct. 2015
Project plans subject to change.

To request any MnDOT
document in an alternative
format, please call 651-366-
4718 or email
adarequest.dot@state.mn.us.

	Hwy	Project Description	Estimate
2016			
1	200	4402-19 – Milling and bituminous surfacing from Hwy 59 to Mahanomen/Clearwater county line	\$7.3 M
2	75, 94	1406-66 – Reconstruct Hwy 75 interchange in Moorhead	\$10.9 M
3	34	0303-65 – Construct center left turn lane in Detroit Lakes and resurface from Detroit Lakes to CR 29	\$3.2 M
4	94	1480-170 – Constructing a snow fence near the Barnesville railroad overpass	\$240,000
5	94	5680-138 – Re-deck bridges at CSAH 88	\$2.3 M
6	94	8824-119 – ITS travel message system from Moorhead to Alexandria	\$1.2 M
7	29	5608-23 – Milling and bituminous surfacing, and accessibility improvements in Parkers Prairie	\$3.6 M
8	79	2613-18 – Milling and bituminous surfacing from Elbow Lake to I-94	\$3.4 M
9	59	7506-17 – Thin concrete overlay from Morris to Stevens/Grant county line	\$3.8 M
10	12	7605-89 – Milling and bituminous surfacing from Benson to Kerkhoven	\$5.2 M
2017			
11	59	0305-34 – Milling and bituminous surfacing from north of Callaway to Winger	\$12.8 M
12	94	1481-9066B – Bridge painting over Red River in Moorhead	\$2.2 M
13	75	1406-74 – Milling and bituminous surfacing from 35 th Ave. to 40 th Ave., signal installation, trail improvements	\$1.0 M
14	10	1401-171 – Pavement rehabilitation and access management in Glyndon	\$2.9 M
15	32	1402-19 – Milling and bituminous surfacing from Hwy 10 to Hwy 34	\$4.0 M
16	10	0302-82 – Lake Park to Frazee access modifications	\$3.1 M
17	10	0301-63 – Replace EB bridge over Canadian Pacific Railroad in Detroit Lakes; resurface Hwy 59 to Summit	\$3.1 M
18	59	0304-34 – Intersection improvement at Becker County Road 22	\$1.2 M
19	9	8409-23 – Replace bridge over Deerhorn Creek	\$760,000
20	75	8406-20 – Replace bridge over Doran Slough	\$760,000
21	9	2601-19 – Milling and bituminous surfacing from Hwy 55 to Herman	\$4.2 M
22	94	2180-105 – Re-deck Hwy 79, Hwy 114 bridges	\$4.6 M
23	94	2180-108 – Re-deck bridge at Hwy 27 (Osakis)	\$1.5 M
24	28	0605-16 – Milling and bituminous surfacing from Beardsley to Graceville	\$3.0 M
25	59	7609-10 – Milling and bituminous surfacing from Hwy 119 to Hwy 12	\$2.5 M
26	12	7604-22 – Milling and bituminous surfacing from Hwy 59 to Benson	\$5.5 M
27	9, 12, 29	7608-19 – Milling and bituminous surfacing, accessibility improvements and signal upgrades in Benson	\$3.6 M
2018			
28	75	1407-275 – Install a signal at 15 th Avenue in Moorhead	\$1.0 M
29	59	0304-37 – Milling and bituminous surfacing from Willow Street to Becker CSAH 20	\$4.0 M
30	75	8408-57 – Milling and bituminous surfacing from Wilkin CSAH 1 to Wilkin CR 184	\$1.7 M
31	106	5622-16 – Milling and bituminous surfacing from Hwy 10 to Hwy 29; accessibility improve. in Deer Creek	\$2.3 M
32	10	5605-21M – Milling and bituminous surfacing from west of Wadena to Oink Joint Rd, urban reconstruction	\$9.6 M
33	78	5619-11 – Milling and bituminous surfacing from Battle Lake to I-94	\$7.4 M
34	94	2180-104 – Replace bridge over Lake Latoka	\$2.8 M
35	28, 29, 104	6103-32 – Milling and bituminous surfacing, accessibility improvements and signal upgrades in Glenwood	\$8.5 M
36	9	7501-32 – Replace bridge over Pomme De Terre River	\$1.0 M
2019			
37	55, 59, 79	2609-39 – Bituminous mill and overlay and accessibility improvements in Elbow Lake	\$1.5 M
38	54	2607-11 – Bituminous surfacing from Elbow Lake to Hwy 27	\$3.1 M
39	27	7802-33 – Milling and bituminous surfacing from Wheaton to Traverse CR 6; accessibility improvements	\$4.3 M
40	28	0606-11 – Milling and bituminous surfacing from Graceville to Chokio	\$3.5 M
41	28	6103-34 – Pavement reclamation from Starbuck to Glenwood	\$8.0 M
42	119	7611-15 – Milling and bituminous surfacing from Hwy 12 to Hwy 40	\$3.2 M



Swift

machine & fab LLC

Eric Carlson/Michael Austvold
Swift Machine & Fab, LLC
2220 Hall Ave
Benson, MN 56215
October 12, 2015

Rob Wolfington
City Manager
City of Benson
1410 Kansas Ave
Benson, MN 56215

Dear Rob Wolfington:

The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase of vacant lot, 2210 Hall Ave, Benson MN 56215, by Swift Machine & Fab, LLC. The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by all parties.

1. **DESCRIPTON OF PROPERTY.** The property proposed to be purchased is the vacant lot located due East of Swift Machine & Fab, LLC.
2. **PROPOSED PURCHASE PRICE.** Swift Machine & Fab, LLC, is proposing an offer of \$5,000 for the purchase the vacant lot located at 2210 Hall Ave, Benson, MN 56215.
3. **BENEFITS TO THE CITY OF BENSON.** It is Swift Machine & Fab, LLC's, intention to develop this vacant lot by building an additional shop. The City of Benson will benefit in numerous ways, including, but not limited to, increased tax value to the city, utilities paid to the city, increased employment opportunities and beneficial use of land in an already established industrial development.
4. **PROJECT COST/TIME FRAME.** Swift Machine & Fab, LLC, is currently working with RiverWood Bank regarding financing of the new building. Swift Machine & Fab, LLC, has sought out quotes from area business regarding electrical/plumbing/building costs. Actual construction is not expected to begin until Spring 2016, at the earliest.

Sincerely,

Eric Carlson/Michael Austvold
Co-Owners

CITY OF BENSON CAPITAL AUTHORIZATION REQUEST

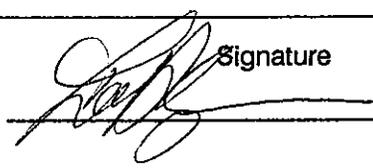
1 Fund: Capital outlay Department: Police Dept
 Prepared by: Zan D. Hodge Date: 10/22/2015

Describe Proposed Capital Expenditure: Purchase of new audio video recording systems for the squad cars compatible with a future upgrade to officer A.V. Recording

Does Proposed Expenditure Replace Existing Equipment? Yes If Yes, Describe Use of Replaced Equipment: Old equipment will be sold.

2 If Included in Capital Improvements Program: What Year: _____ What Heading: _____ Budgeted Amount: \$ _____	3 Total Cost: <u>\$ 37,175.⁰⁰</u> -Trade-in (if applicable): <u>\$ -</u> +Net Book Value (depreciated value): <u>+\$ -</u> =Net Capitalized Cost: <u>=\$ 37,175.⁰⁰</u>
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4 Justification of the Expenditure: (Main Objectives and Assumptions)
Our current recording systems are becoming obsolete. The data management system does not allow for easy download of information and it is not upgradable. This system would provide better data management, easier more error proof information transition and collection. The new system would be upgradable to officer body cam system that would all record to one location and download to one location.

Approval Section:
 Action taken: _____
 Department Supervisor  Signature _____ Date 10/22/2015
 Division Director _____
 City Manager _____

City Council Approval (If Applicable) _____ Council Meeting _____

Squads Inc
P.O. Box 117
Prinsburg, MN 56281

QUOTATION

Quote Number: NEW CAMERA

Quote Date: Feb 18, 2015

Page: 1

Voice: 320-979-3979

Fax: 320-978-9106

Quoted To:
BENSON POLICE DEPARTMENT 1410 KANAS AVE BENSON, MN 56215

Customer ID	Good Thru	Payment Terms	Sales Rep
BENSON POLICE DEPT.	3/20/15	ON ACCT	Jason Jarveis

Quantity	Item	Description	Unit Price	Amount
1.00	CAMERA SYSTEM	LABOR TO INSTALL NEW CAMERA SYSTEM INTO SQUAD CARS BENSON POLICE DEPARTMENT TO PROVIDE CAMERA'S.	3,400.00	3,400.00
			Subtotal	3,400.00
			Sales Tax	
			TOTAL	3,400.00



4RE Price Estimate	
Provided By:	Steve Doble 612-306-8241
Contract #:	
TOTAL PROJECT ESTIMATED AT	
\$33,775.00	

Agency Name:	Benson Police Dept.
Contact Person:	Chief Ian Hodge (ian.hodge@city.co.swift.mn.us)
Address:	1410 Kansas Ave.
Address:	Benson, MN 56215
Date:	August 1, 2014

4RE Base System and Options

		Quantity
4RE-200-GPS-ZSL	4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software.	5
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0
4RE Audio Expansion	Upgrade to Audio Expansion. Adds support for dual HiFi Mics.	0
MOBILE APP	4RE Mobile App. Laptop interface software.	0

MSRP	Direct	Extended
\$ 5,450.00	\$ 4,795.00	\$ 23,975.00
\$ 300.00	\$ 275.00	\$ -
\$ 125.00	\$ 100.00	\$ -
\$ 85.00	\$ 50.00	\$ -

4RE Motorcycle System

		Quantity
4RE-64S-GPS-VTY	4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900 MHz Hi Fidelity wireless microphone, hardware & cabling and 1 yr. warranty. Includes Evidence Library Express software.	0
4RE-64S-GPS-HND		0
4RE-64S-GPS-HAR		0
4RE-64S-GPS-BMW		0

MSRP	Direct	Extended
\$ 5,830.00	\$ 5,295.00	\$ -

Wireless Video Transfer and Networking Options

		Quantity
4RE-WRL-KIT-05C	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	5
HDW-ETH-SWT-001	4RE, Power Over Ethernet / Gigabit 4-port Switch	0

MSRP	Direct	Extended
\$ 345.00	\$ 200.00	\$ 1,000.00
\$ 180.00	\$ 150.00	\$ -

Camera Configuration Options

		Quantity
CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional	0
WGA00485	Auxiliary Camera	0

MSRP	Direct	Extended
\$ 220.00	\$ 195.00	\$ -
\$ 220.00	\$ 195.00	\$ -

Microphone Options

		Quantity
DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0
TRANSMITTER	Wireless Transmitter (additional / replacement)	0

MSRP	Direct	Extended
\$ 789.00	\$ 699.00	\$ -
\$ 110.00	\$ 99.00	\$ -
\$ 385.00	\$ 345.00	\$ -

In-Car Hardware Warranties *1st year is included with a new 4RE purchase.*

		Quantity
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	5
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	5
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 155.00	\$ 100.00	Included
\$ 255.00	\$ 200.00	Included
\$ 380.00	\$ 325.00	\$ -
\$ 505.00	\$ 450.00	\$ -

Software Protection Plan *Create, amend or extend a Software Protection Plan*

		Quantity
SFW-MNT-ELB-2YR	Software Protection, Evidence Library, 2nd Year (per 4RE)	5
SFW-MNT-ELB-3YR	Software Protection, Evidence Library, 3rd Year (per 4RE)	5
SFW-MNT-ELB-4YR	Software Protection, Evidence Library, 4th Year (per 4RE)	0
SFW-MNT-ELB-5YR	Software Protection, Evidence Library, 5th Year (per 4RE)	0
5 Year HW/SW Warranty Discount	Discount for purchase of 5 year hardware and software warranty at time of 4RE purchase.	0

MSRP	Direct	Extended
\$ 110.00	\$ 95.00	Included
\$ 110.00	\$ 95.00	Included
\$ 110.00	\$ 95.00	\$ -
\$ 110.00	\$ 95.00	\$ -
\$ -	\$ -	\$ -

Watch Commander Live Video Streaming Application

		Quantity
SFW-WCM-KIT-100	Watch Commander Live Video Streaming Application	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 1st Year (Months 1-12)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 2nd Year (Months 13-24)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 3rd Year (Months 25-36)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 4th Year (Months 37-48)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 2,900.00	\$ 2,500.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -

Miscellaneous Options and Accessories

		Quantity
RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	0
CUSTOM 1	Used for additional items, offers or discounts	0

MSRP	Direct	Extended
\$ 85.00	\$ 75.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



Agency Name:	Benson Police Dept.
Contact Person:	Chief Ian Hodge (ian.hodge@city.co.swift.mn.us)
Address:	1410 Kansas Ave.
Address:	Benson, MN 56215
Date:	August 1, 2014

4RE Price Estimate

Provided By: Steve Doble 612-306-8241
Contract #:

TOTAL PROJECT ESTIMATED AT

\$33,775.00

Total In-Car Hardware \$ 24,975.00



4RE Price Estimate

Provided By: Steve Doble 612-306-8241
 Contract #:

TOTAL PROJECT ESTIMATED AT
\$33,775.00

Agency Name:	Benson Police Dept.
Contact Person:	Chief Ian Hodge (ian.hodge@city.co.swift.mn.us)
Address:	1410 Kansas Ave.
Address:	Benson, MN 56215
Date:	August 1, 2014

Evidence Library Server and Client Software

		Quantity
KEY-ELB-SRV-300	Evidence Library 3 Server Software	1
SFW-ELB-CLI-300	Included Remote Client License Key, Evidence Library 3	5
SFW-ELB-CLI-301	Additional Remote Client License Key, Evidence Library 3	0
SFW-SQL-CAL-R25	Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	0
SFW-SQL-CAL-R21	Additional Software CAL, SQL Server 2008 R2, 1 CAL Pack	4

	MSRP	Direct	Extended
	\$ -	\$ 1,475.00	\$ 1,475.00
	\$ 85.00	\$ -	\$ -
	\$ 85.00	\$ 75.00	\$ -
	\$ 460.00	\$ 410.00	\$ -
	\$ 100.00	\$ 90.00	\$ 360.00

Server Hardware and Software

		Quantity
HDW-4RE-SRV-002	Tower Server, Intel i7 3.40 GHz, 8GB RAM, 4x3TB SATA 7,200 RPM drives, 7.8TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (1CAL), 3-Year full service (on-site or reimbursed) warranty. <i>This server includes tower, keyboard, monitor with built in speakers and mouse.</i>	1

	MSRP	Direct	Extended
	\$ 4,230.00	\$ 3,840.00	\$ 3,840.00

Video Storage Drives will be added to server and/or JBOD

		Quantity
HDW-4RE-HDD-4TB	4TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	0
HDW-4RE-JBD-000	Optional JBOD Enclosure	0
HDW-4RE-RBT-000	Optional DVD Robot	0

	MSRP	Direct	Extended
	\$ 555.00	\$ 490.00	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

Wireless Access Points

		Quantity
WAP-BLD-245-001	Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering	0
WAP-KIT-05G-001	WiFi Access Point Kit, 802.11n, 5GHz, Omni-Directional	0
WAP-BLD-05G-001	Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna	1

	MSRP	Direct	Extended
	\$ 3,270.00	\$ 2,955.00	\$ -
	\$ 455.00	\$ 405.00	\$ -
	\$ 285.00	\$ 250.00	\$ 250.00

Total IT Hardware and Software \$ 5,925.00

WatchGuard Video Technical Services

		Quantity
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	5
SVC-4RE-INS-101	4REm System Installation, Motorcycle (Per Unit Charge)	0
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	0
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (Quantity represents number of sites)	1
SVC-WGV-ONS-300	Access Point installations including cable runs (Work may be performed by a sub-contractor)	0

	MSRP	Direct	Extended
	Quote	Quote	\$ -
	Quote	Quote	\$ -
	Quote	Quote	\$ -
	\$ 2,780.00	\$ 2,500.00	\$ 2,500.00
	\$ 1,100.00	\$ 1,000.00	\$ -

Total Technical Services \$ 2,500.00

Manual Adjustments

Description:	\$ -
Notes:	Subtotal: \$ 33,400.00
	UPS Ground Shipping: \$ 375.00
	Taxes: 0.0% \$ -
	ESTIMATE TOTAL: \$ 33,775.00

Financing

<small>Estimate Only Call for Detailed Quote</small> <small>Within Texas</small>	<ul style="list-style-type: none"> Includes applicable warranty coverage You take ownership immediately. Fully paid off at end of term For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information 	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%; text-align: center;">3-Year</th> <th style="width: 20%; text-align: center;">4-Year</th> <th style="width: 20%; text-align: center;">5-Year</th> </tr> </thead> <tbody> <tr> <td>Monthly</td> <td style="text-align: center;">\$ 1,063</td> <td style="text-align: center;">\$ 850</td> <td style="text-align: center;">\$ 736</td> </tr> <tr> <td>Quarterly</td> <td style="text-align: center;">\$ 3,177</td> <td style="text-align: center;">\$ 2,539</td> <td style="text-align: center;">\$ 2,197</td> </tr> <tr> <td>Semi-Annual</td> <td style="text-align: center;">\$ 6,317</td> <td style="text-align: center;">\$ 5,049</td> <td style="text-align: center;">\$ 4,368</td> </tr> <tr> <td>Annual</td> <td style="text-align: center;">\$ 12,490</td> <td style="text-align: center;">\$ 9,984</td> <td style="text-align: center;">\$ 8,637</td> </tr> </tbody> </table>		3-Year	4-Year	5-Year	Monthly	\$ 1,063	\$ 850	\$ 736	Quarterly	\$ 3,177	\$ 2,539	\$ 2,197	Semi-Annual	\$ 6,317	\$ 5,049	\$ 4,368	Annual	\$ 12,490	\$ 9,984	\$ 8,637
	3-Year	4-Year	5-Year																			
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Annual	\$ 12,490	\$ 9,984	\$ 8,637																			

Note: This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

BENSON GOLF

"SITUATION TODAY"

MINNESOTA STATE AUDITOR, REBECCA OTTO!

(MINNESOTA PUBLIC GOLF COURSES, SPECIAL AUDIT 2012)

ONLY A HANDFUL OF COURSES BROKE EVEN. "I THINK BECAUSE WE HAVE INDUSTRY WIDE LESS INTEREST NOW, IT'S GOING TO REALLY FORCE ALL LOCAL GOVERNMENTS TO EXAMINE WHAT THEY'RE GOING TO DO AND HOW THEY'RE GOING TO HANDLE IT!"

BENSON'S nominal "MISSION STATEMENT"
REF: "GOLF"

TO PROVIDE A FUN, RELAXED ATMOSPHERE WHERE CUSTOMERS CAN EXPERIENCE A PREMIER GOLF FACILITY WITH PERSONALIZED HOSPITALITY, GREAT PLAYING CONDITIONS AND NICE AMENITIES, OPERATED IN A FISCALLY RESPONSIBLE MANNER WHILE BEING AN ASSET TO THE COMMUNITY IN ALL ASPECTS.

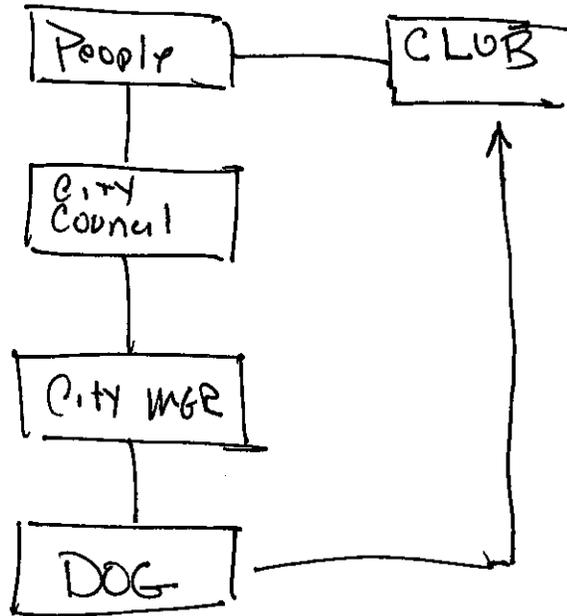
THREE OPTIONS FOR MANAGING OUR
GOLF COURSE - BIG PICTURE

ONE! DIRECT MANAGEMENT: CITY "ALL IN"
OPERATED WITH CITY EMPLOYEES WHO
REPORT TO CITY MANAGER. GENERAL
FUND BUDGET. GOLF CLUB IS
ADVISORY.

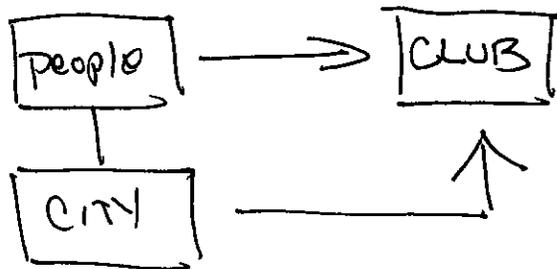
TWO! INDIRECT MANAGEMENT: CITY HIRES
A DIRECTOR OF GOLF AND GOLF CLUB
CONTRACTS FOR MANAGEMENT SERVICES.

THREE! PRIVATE MANAGEMENT: STATUS QUOE
CITY GENERAL FUND FINANCES A
PERCENTAGE OF OPS.

INDIRECT MANAGEMENT



PRIVATE MANAGEMENT



DIRECT MANAGEMENT

PEOPLE

CITY COUNCIL

GOLF BOARD

CITY MANAGER

D.O.G.

CLUB MGR

X 2

HOSPITALITY

X 2

GROUNDS MGR

X 5

ROB'S RECOMMENDATION

- ① FUND THE 2015 LINE OF CREDIT PLUS EXPENSES FROM 2015 THAT ARRIVE AFTER Jan 1, 16.
- ② FUND \$60,000 IN GENERAL FUND 2016 BUDGET AND ALLOW COUNCIL TO DISTRIBUTE FUNDS AS NEEDED.
- ③ FUND A SPECIAL CIP IN 2016; I.E., CART REPLACEMENT.
- ④ RE-DRAFT THE LEASE TO A CONTRACT.
- ⑤ SPEND 2016 TO FIND A "SWEET SPOT".

Housing and Redevelopment Authority

of Swift County

Courthouse • PO Box 286 • Benson, MN 56215 • (320) 843-4676 • Fax (320) 843-4850

Date: October 28, 2015
To: City of Benson – Glen Pederson
From: Swift County HRA – Vicki Syverson
RE: 402 15th Street South, Benson

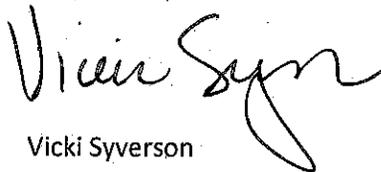
Glen,

Enclosed is a list of expenses for the house at 402 15th Street South. The work is essentially completed and the house is leased up. The tenants are new to the area, he is the new maintenance foreman at the Power Plant and she is a long term substitute teacher at Benson Elementary School. They have two children and are excited to start a new life in Benson!

We are officially submitting our request for \$25,000 to offset the cost of repairs to the Ehrenberg House.

Thank you very much for participating in this project. I think we can all be proud of the results! We look forward to working with you again on future projects.

Swift County HRA



Vicki Syverson



EQUAL HOUSING
OPPORTUNITY

Swift County Housing and Redevelopment Authority
Transaction Detail By Account
 January 1, 2014 through October 27, 2015

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
Community Rehab									
402 15th St S									
Check	10/01/2014	MO	Prairie Community S...	TCS Woodwo...	H MHFA ...		(H) Community...		
Check	10/22/2014	3088	Don's Heating & Co...	Heating & coo...	H MHFA ...		(G) Coop Adm ...	2,400.00	2,400.00
Check	12/01/2014	3144	Michael Evenson Co...	402 15th St S	H MHFA ...		(G) Coop Adm ...	4,000.00	6,400.00
Check	12/19/2014	3166	Prairie Community S...	labor/Material...	H MHFA ...		(G) Coop Adm ...	5,000.00	11,400.00
Check	12/30/2014	1253	Goff Masonry & Con...	402 15th St S	H MHFA ...		(H)Escrow Che...	1,400.00	12,800.00
Check	12/31/2014	MO	Michael Evenson Co...	siding, windo...	H MHFA ...		(H) Community...	6,176.00	18,976.00
Check	01/20/2015	1255	Molden Concrete Co...	J. Winkel 402 ...	H MHFA ...		(H)Escrow Che...	3,000.00	21,976.00
Check	02/13/2015	3239	CenterPoint Energy	402 15th St S	F Multi Fa...		(G) Coop Adm ...	4,325.00	26,301.00
Check	02/13/2015	1259	Grossman Plumbing...	402 15th St S/...	H MHFA ...			124.11	26,425.11
Check	02/25/2015	1260	Mattheisen Disposal	disposal for 4...	H MHFA ...		(H)Escrow Che...	2,157.65	28,582.76
Check	03/03/2015	3259	Prairie Community S...	labor/Material...	H MHFA ...		(G) Coop Adm ...	1,124.84	29,707.60
Check	03/10/2015	1267	Grossman Plumbing...	402 15th St S/...	H MHFA ...		(H)Escrow Che...	2,000.00	31,707.60
Check	03/30/2015	1274	Michael Evenson Co...	draw on the bl...	H MHFA ...		(H)Escrow Che...	886.45	32,594.05
Check	03/30/2015	1275	Sand Electric, Inc	work done on ...	H MHFA ...		(H)Escrow Che...	1,500.00	34,094.05
Check	04/15/2015	1282	Grossman Plumbing...	402 15th St S	H MHFA ...		(H)Escrow Che...	4,000.00	38,094.05
Check	06/05/2015	1302	Michael Evenson Co...	402 15th st /b...	H MHFA ...		(H)Escrow Che...	1,822.20	39,916.25
Check	06/05/2015	1303	Wayne Evenson	402 15th St S/...	H MHFA ...		(H)Escrow Che...	1,500.00	41,416.25
Check	06/12/2015	1305	Grossman Plumbing...	402 15th St S	H MHFA ...		(H)Escrow Che...	2,125.00	43,541.25
Check	06/19/2015	1308	Michael Evenson Co...	402 15th st /b...	M Murdoc...		(H)Escrow Che...	2,276.74	45,817.99
Check	06/24/2015	1310	Michael Evenson Co...	402 15th st /b...	H MHFA ...		(H)Escrow Che...	2,975.00	48,792.99
Check	07/14/2015	1321	Don's Heating & Co...	402 15th St S	H MHFA ...		(H)Escrow Che...	5,125.00	53,917.99
Check	07/15/2015	1320	Grossman Plumbing...	402 15th St S ...	H MHFA ...		(H)Escrow Che...	3,000.00	56,917.99
Check	07/24/2015	1322	Mattheisen Disposal	disposal for 4...	H MHFA ...		(H)Escrow Che...	260.70	57,178.69
Check	07/31/2015	1328	Prairie Community S...	402 15th St S ...	H MHFA ...		(H)Escrow Che...	126.21	57,304.90
Check	08/10/2015	1333	Lottman Painting, Inc	painting 402 1...	H MHFA ...		(H)Escrow Che...	500.00	57,804.90
Check	08/10/2015	1330	Swift County Enviro...	402 15th St S	H MHFA ...		(H)Escrow Che...	13,755.00	71,559.90
Check	08/12/2015	1334	Anderson Painting a...	floor refinishing	H MHFA ...		(H)Escrow Che...	10.00	71,569.90
Check	08/17/2015	1335	Mattheisen Disposal	disposal for 4...	H MHFA ...		(H)Escrow Che...	5,160.00	76,729.90
Check	08/19/2015	1336	Wayne Evenson	402 15th St S/...	H MHFA ...		(H)Escrow Che...	109.75	76,839.65
Check	08/19/2015	1337	Michael Evenson Co...	402 15th st /b...	H MHFA ...		(H)Escrow Che...	135.00	76,974.65
Check	09/11/2015	1344	Affordabe Flooring	402 15th St S ...	H MHFA ...		(H)Escrow Che...	1,060.00	78,034.65
Check	09/23/2015	1345	Michael Evenson Co...	402 15th st /b...	H MHFA ...		(H)Escrow Che...	1,897.23	79,931.88
Check	09/24/2015	1346	Mattheisen Disposal	disposal for 4...	H MHFA ...		(H)Escrow Che...	1,090.00	81,021.88
Check	09/24/2015	1347	Exclusive Bat Proofi...	Bat proofing 4...	H MHFA ...		(H)Escrow Che...	109.75	81,131.63
Check	09/25/2015	1348	Prairie Community S...	402 15th St S ...	H MHFA ...		(H)Escrow Che...	1,600.00	82,731.63
Check	09/25/2015	1349	Grossman & Trump...	402 15th St S/...	H MHFA ...		(H)Escrow Che...	1,300.00	84,031.63
Check	09/30/2015	1350	Don's Heating & Co...	402 15th St S ...	H MHFA ...		(H)Escrow Che...	5,577.66	89,609.29
Check	10/02/2015	1358	Eden's Green Nursery	landscape for ...	H MHFA ...		(H)Escrow Che...	3,397.62	93,006.91
Check	10/02/2015	1359	Anderson Lumber	402 15th St S	H MHFA ...		(H)Escrow Che...	2,077.85	95,084.76
								45.81	95,130.57

3:59 PM

10/27/15

Accrual Basis

Swift County Housing and Redevelopment Authority
Transaction Detail By Account
January 1, 2014 through October 27, 2015

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Check	10/02/2015	1360	Sand Electric, Inc	work done on ...	H MHFA ...		(H)Escrow Che...	4,748.00	99,878.57
Check	10/13/2015	1364	Mattheisen Disposal	disposal for 4...	H MHFA ...		(H)Escrow Che...	71.34	99,949.91
Total 402 15th St S								99,949.91	99,949.91
Total Community Rehab								99,949.91	99,949.91
TOTAL								99,949.91	99,949.91



Protecting, maintaining and improving the health of all Minnesotans

October 26, 2015

Benson City Council
c/o Mr. Rob Wolfington, City Manager
Benson City Hall
1410 Kansas Avenue
Benson, Minnesota 56215

Dear Council Members:

SUBJECT: Lead/Copper Tap Water Monitoring Report, PWSID 1760008

This letter is to report the results of your recent lead/copper monitoring that is required by the Safe Drinking Water Act. The results revealed the following 90th percentile levels:

90th percentile lead level = 2 µg/l (rounded as 0.002 mg/l).

The action level for lead is 15.0 µg/l.

90th percentile copper level = 1680 µg/l (rounded as 1.680 mg/l).

The action level for copper is 1300 µg/l.

Based on these results, your public water system **has not exceeded** the action level for lead and **has exceeded** the action level for copper.

By federal rule, 40 CFR 141.85, you are required to provide the lead/copper results to persons served at the sites that were tested. In addition, you must provide them with an explanation of the health effects of lead/copper, list steps consumers can take to reduce exposure to lead/copper in drinking water, and water utility contact information. The notification must also provide the maximum contaminant level goals, the action levels for lead/copper, and the definitions for these two terms.

Notification must be made within 30 days by U.S. Mail, hand/direct delivery, or posting. Please refer to the enclosed Lead/Copper Results Delivery Certification form for delivery method requirements. If the residence is a rental property, both the occupant(s) of the residence and rental property owner must be notified. To assist you in meeting the notification requirements, we have enclosed the results notification letters which must be delivered to the homeowners along with a copy of the fact sheet on lead/copper in drinking water.

The lead/copper sampling site addresses are private data. This information was classified as "nonpublic" by the Minnesota Department of Administration in October 2004, upon the request of Minnesota Department of Health (MDH) and Minnesota community water supply systems. When notifying the persons served at the sites that were tested, provide them with the results for that address only.

Benson City Council
Page 2
October 26, 2015
PWSID 1760008

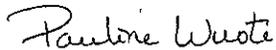
Within 10 days after notifying the residents of their results, you must complete the enclosed Lead/Copper Results Delivery Certification form and return it to us. If you chose not to use the results notification letters MDH sent to you and created your own results notification letters, you must submit a copy of one of the letters along with this certification form. The letter you create must contain the same language as the enclosed results notification letters as this is EPA required language. A return envelope is enclosed for your convenience.

Please note that all enclosures are sent to the addressee of this letter. Persons receiving a copy (cc) of the letter do not receive any enclosures. It is the responsibility of the addressee to follow through with the requirements.

A sampling kit will be sent to you prior to your next scheduled sampling date. The enclosed report should be placed in your records and a copy maintained on or near the water supply premises and available for public inspection for not less than ten (10) years.

If you have any questions, please contact me at 651/201-4674, or Anna Schliep at 651/201-4667.

Sincerely,



Pauline A. Wuoti
Community Public Water Supply Unit
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

PAW
Enclosures
cc: Water Superintendent

**HELIPORT SAFETY ZONING
ORDINANCE**

FOR

BENSON HELIPORT

((Provide Adoption Date))

THIS ORDINANCE AMENDS AND REPLACES

((Provide Ordinance Number, if one exists))

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TITLE AND INTRODUCTION

BENSON HELIPORT ZONING ORDINANCE

CITY OF BENSON AND SWIFT COUNTY JOINT ZONING BOARD

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY, IN THE VICINITY OF THE BENSON HELIPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE BENSON HELIPORT ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES.

IT IS HEREBY ORDAINED BY THE CITY OF BENSON AND SWIFT COUNTY JOINT HELIPORT ZONING BOARD PURSUANT TO THE AUTHORITY CONFERRED BY MINNESOTA STATUTES SECTION 360.061 THROUGH 360.074, AS FOLLOWS:

SECTION I: PURPOSE AND AUTHORITY

The City of Benson and Swift County Joint Heliport Zoning Board, created and established by joint action of the City Council of the City of Benson, the Board of Commissioners of Swift County, and the Town Board of Torning Township, pursuant to the provisions and authority of Minnesota Statutes Section 360.063, hereby finds and declares that:

- A. A heliport hazard endangers the lives and property of users of the Benson Heliport, and property or occupants of land in its vicinity; and also if of the obstructive type, in effect reduces the size of the area available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of said heliport and the public investment therein.
- B. The creation or establishment of a heliport hazard is a public nuisance and an injury to the region served by the Benson Heliport.
- C. For the protection of the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of heliport hazards.
- D. The prevention of these heliport hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.
- E. The prevention of the creation or establishment of heliport hazards, and the elimination, removal, alteration, mitigation, or marking and lighting of existing heliport hazards are public purposes for which political subdivisions may raise and expend public funds.
- F. The heliport is an essential public facility that serves an important public transportation role and provides a public good.

SECTION II: SHORT TITLE

This Ordinance shall be known as the "Benson Heliport Zoning Ordinance." Those sections of land affected by this Ordinance are indicated in Exhibit "A", which is attached to this Ordinance.

SECTION III: DEFINITIONS

As used in this Ordinance, unless the context otherwise requires:

"HELIPORT" means the Benson Heliport located in Lot 2, Block One, Benson Industrial Park.

"HELIPORT ELEVATION" means the established elevation of the center of the heliport which is established to be 1033.0 (NAVD88)

"HELIPORT HAZARD" means any structure, tree, or use of land which obstructs the air space required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the heliport; and any use of land which is hazardous to persons or property because of its proximity to the heliport.

"APPROACH/DEPARTURE PATH" is the flight track helicopters follow when landing at or departing from the heliport.

"APPROACH SURFACE" begins at each end of the primary surface with the same width as the primary surface, and extends outward and upward for a horizontal distance of 4,000 feet, where its width is 500 feet. The slope of the approach surface is 8:1.

"COMMISSIONER" means the Commissioner of the Minnesota Department of Transportation.

"CONFORMING USE" means any structure, tree, or object of natural growth, or use of land that complies with all the applicable provisions of this Ordinance or any amendment to this ordinance.

"DWELLING" means any building or portion thereof designed or used as a residence or sleeping place of one or more persons.

"FINAL APPROACH AND TAKEOFF AREA" or *"FATO"* means the defined area over which the pilot completes the final phase of the approach to a hover or a landing and from which the pilot initiates takeoff.

"HEIGHT," for the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be NAVD88.

"NONCONFORMING USE" means any pre-existing structure, tree, natural growth, or land use which is inconsistent with the provisions of this Ordinance or an amendment hereto.

"PERSON" means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

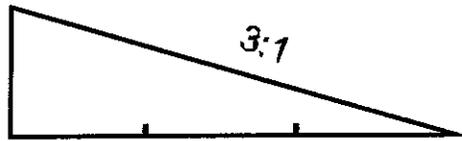
"PLANNED," as used in this Ordinance, refers only to those proposed future heliport developments that are so indicated on a planning document having the approval of the Federal

Aviation Administration, Minnesota Department of Transportation Office of Aeronautics, and the City of Benson.

“PRIMARY SURFACE” is the area that coincides in size and shape with the designated final approach and takeoff (FATO). This surface is a horizontal plane at the elevation of the established heliport elevation.

PRIOR PERMISSION REQUIRED (PPR) HELIPORT is a heliport developed for exclusive use of the owner and persons authorized by the owner and about which the owner and operator ensure all authorized pilots are thoroughly knowledgeable. These features include, but are not limited to: approach/departure path characteristics, preferred heading, facility limitations, lighting, obstacles in the area, and size and weight capacity of the facility.

SLOPE” means an incline from the horizontal expressed in an arithmetic ratio of horizontal magnitude to vertical magnitude.



Slope = 3:1 = 3 feet horizontal to 1 foot vertical

“*STRUCTURE*” means an object constructed or installed by man, including, but without limitations, buildings, towers, smokestacks, earth formations, and overhead transmission lines.

“*TOUCHDOWN AND LIFTOFF AREA*” or “*TLOF*” is a load-bearing, paved area centered on the FATO, on which the helicopter lands and/or takes off.

“*TRANSITIONAL SURFACES*” are imaginary surfaces that extend outward and upward from the lateral boundaries of the primary surface and from the approach surfaces at a slope of 2:1 for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces.

“*TREE*” means any object of natural growth.

“*WATER SURFACES*” for the purpose of this ordinance, shall have the same meaning as land for the establishment of protected zones.

SECTION IV: AIR SPACE OBSTRUCTION ZONING

A. AIR SPACE ZONES: In order to carry out the purpose of this Ordinance, as set forth above, the following air space zones are hereby established: Primary Zone, Approach Zone, and Transitional Zone, and whose locations and dimensions are as follows:

1. PRIMARY ZONE: All that land which lies directly under an imaginary primary surface that coincides in size and shape with the Final Approach and Takeoff Area (FATO).
2. APPROACH ZONE: All that land which lies directly under an imaginary approach surface longitudinally centered on the extended centerline of each approach surface. The inner edge of the approach surface is at the same width and elevation as, and coincides with, the end of the primary surface. The approach surface inclines upward and outward at a slope of 8:1 and extends for a distance of 4,000 feet. The approach zone expands uniformly to a width of 500 feet.
3. TRANSITIONAL ZONE: All that land which lies directly under an imaginary surface extending upward and outward from the lateral boundaries of the primary surface and the approach surface at a slope of 2:1 for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces.

B. HEIGHT RESTRICTIONS: Except as otherwise provided in this Ordinance, and except as necessary and incidental to heliport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow in any air space zone created in SECTION IV A so as to project above any of the imaginary air space surfaces described in said SECTION IV A hereof.

SECTION V: LAND USE SAFETY ZONING

A. SAFETY ZONE BOUNDARIES: In order to carry out the purpose of this Ordinance, as set forth above, to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Benson Heliport, and, furthermore, to limit population and building density in the heliport approach areas, thereby creating sufficient open space to protect life and property in case of an accident, there are hereby created and established the following land use safety zones:

1. SAFETY ZONE A: All land in the primary and approach zones, as defined in SECTION IV A hereof.

2. SAFETY ZONE B: All land in the transition zones, as defined in SECTION IV A hereof.

B. USE RESTRICTIONS:

1. GENERAL: Subject at all times to the height restrictions set forth in SECTION IV B, no use shall be made of any land in any of the safety zones defined in SECTION V A which creates or causes interference with the operations of radio or electronic facilities on the heliport or with radio or electronic communications between the heliport and aircraft, make it difficult for pilots to distinguish between heliport lights and other lights, results in glare in the eyes of pilots using the heliport, impairs visibility in the vicinity of the heliport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.

2. ZONES A and B: Subject at all times to the height restrictions set forth in Subsection IV B and to the general restrictions contained in Subsection V B 1, any proposals for above-ground improvements, including structures, trees and other such natural growth, or land use, proposed in areas designated as Zone A and/or Zone B shall be submitted to the heliport zoning administrator for review prior to commencement of the project. The heliport zoning administrator shall determine whether the project is permitted or would be require to obtain a variance prior to commencement. The proposed project, if allowed, shall be permitted in accordance with SECTION VIII.

SECTION VI: HELIPORT MAP

The several zones herein established are shown on the Benson Heliport Zoning Map consisting of one sheet, prepared by Landteam, Inc., and dated January 1, 2015, attached hereto and made a part hereof, which map, together with such amendments thereto as may from time to time be made, and all notations, references, elevations, data, zone boundaries, and other information thereon, shall be and the same is hereby adopted as part of this Ordinance.

SECTION VII: NONCONFORMING USES

Regulations not retroactive. The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other changes or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any

change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance.

SECTION VIII: PERMITS

- A. **FUTURE USES:** Except as specifically provided in Paragraphs 1 hereunder, no material change shall be made in the use of land and no structure shall be erected, altered, or otherwise established in any zone hereby created unless a permit therefore shall have been applied for and granted by the zoning administrator, hereinafter, provided for. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.
1. Nothing contained herein shall be construed as permitting or intending to permit any construction, alteration, or growth of any structure or tree in excess of any of the height limitations established by this ordinance as set forth in SECTION IV and the land use limitations set forth in SECTION V.
- B. **EXISTING USES:** Before any existing use or structure may be replaced, substantially altered or repaired, or rebuilt within any zone established herein, a permit must be secured authorizing such replacement, change, or repair. No permit shall be granted that would allow the establishment or creation of a heliport hazard or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or any amendments thereto, or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.
- C. **NONCONFORMING USES ABANDONED OR DESTROYED:** Whenever the zoning administrator determines that a nonconforming structure or tree has been abandoned or more than 80% torn down, deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations. Whether application is made for a permit under this paragraph or not, the zoning administrator may order the owner of the abandoned or partially destroyed nonconforming structure, at his own expense, to lower, remove, reconstruct, or equip the same in the manner necessary to conform to the provisions of this Ordinance. In the event the owner of the nonconforming structure shall neglect or refuse to comply with such order

for ten days after receipt of written notice of such order, the zoning administrator may, by appropriate legal action, proceed to have the abandoned or partially destroyed nonconforming structure lowered, removed, reconstructed, or equipped and assess the cost and expense thereof against the land on which the structure is or was located. Unless such an assessment is paid within ninety days from the service of notice thereof on the owner of the land, the sum shall bear interest at the rate of eight percent per annum from the date the cost and expense is incurred until paid, and shall be collected in the same manner as are general taxes.

SECTION IX: VARIANCES

Any person desiring to erect or increase the height of any structure, permit the growth of any tree, or use his property not in accordance with the regulations prescribed in this Ordinance may apply to the Board of Adjustment, hereinafter provided for, for a variance from such regulations.

If a person submits an application for a variance by certified mail to the Airport Zoning Administrator and the Board fails to grant or deny the variance within four months after the last member receives the application, the variance shall be deemed to be granted by the Board.

When the variance is granted by reason of the failure of the Board to act on the variance, the person receiving the variance shall notify the Board and the Commissioner, by certified mail, that the variance has been granted. The applicant shall include a copy of the original application for the variance with this notice to the Commissioner. The variance shall be effective sixty days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statutes Section 360.063, Subdivision 6a. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship, and relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of this Ordinance provided any variance so allowed may be subject to any reasonable conditions that the Board or Commissioner may deem necessary to effectuate the purpose of this Ordinance.

The Board of Adjustment may request review of a variance application by the Mn/DOT Heliport Zoning Director prior to making a decision.

SECTION X: HAZARD MARKING AND LIGHTING

- A. **NONCONFORMING USES:** The owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the zoning administrator, to indicate to the operators of aircraft in the vicinity of the heliport the presence of such heliport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Benson.
- B. **PERMITS AND VARIANCES:** Any permit or variance deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, and granted by the zoning administrator or Board, shall require the owner of the structure or tree in question, at his own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an heliport hazard.

SECTION XI: HELIPORT ZONING ADMINISTRATOR

It shall be the duty of the City Manager to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the City Manager upon a form furnished by them. Permit applications shall be promptly considered and granted or denied by them in accordance with the regulations prescribed herein. Variance applications shall be forthwith transmitted by the City Manager for action by the Board hereinafter provided for.

SECTION XII: BOARD OF ADJUSTMENT

- A. **ESTABLISHMENT:** The Board of Adjustment shall consist of five members appointed by the City of Benson and Swift County Joint Heliport Zoning Board, and each shall serve for a term of three years and until his successor is duly appointed and qualified. Of the members first appointed, one shall be appointed for a term of one year, two for a term of two years, and two for a term for three years. Upon their appointment, the members shall select a chairperson to act at the pleasure of the Board. Members shall be removable by the Joint Heliport Zoning Board for cause, upon written charges, after a public hearing.
- B. **POWERS:** The Board of Adjustment shall have and exercise the following powers:
1. Hear and decide appeals from any order, requirement, decision, or determination made by the administrator in the enforcement of this Ordinance.

2. Hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass.
3. Hear and decide specific variances.

C. PROCEDURES:

1. The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment shall be held at the call of the chairperson and at such other times as the Board of Adjustment may determine. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the zoning administrator and shall be a public record.
2. The Board of Adjustment shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this ordinance.
3. The concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the zoning administrator or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance.

SECTION XIII: APPEALS

- A. Any person aggrieved, or any taxpayer affected by any decision of the zoning administrator made in his administration of this Ordinance may appeal to the Board of Adjustment. Such appeals may also be made by any governing body of a municipality, county, or heliport zoning board, which is of the opinion that a decision of the zoning administrator is an improper application of this Ordinance as it concerns such governing body or board.
- B. All appeals hereunder must be commenced within 30 days of the zoning administrator's decision, by filing with the zoning administrator a notice of appeal specifying the grounds

thereof. The zoning administrator shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken. In addition, any person aggrieved, or any taxpayer affected by any decisions of the zoning administrator made in his administration of this Ordinance who desires to appeal such decision shall submit an application for a variance, by certified mail, to the members of the Board of Adjustment in the manner set forth in Minnesota Statutes Section 360.068, Subdivision 2.

- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the zoning administrator certifies to the Board of Adjustment after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the zoning administrator and on due cause shown.
- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, or by attorney.
- E. The Board of Adjustment may, in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances, and to that end shall have all the powers of the zoning administrator.

SECTION XIV: JUDICIAL REVIEW

Any person aggrieved, or any taxpayer affected by any decision of the Board of Adjustment, or any governing body of a municipality, county, or heliport zoning board, which is of the opinion that a decision of the Board of Adjustment is illegal may present to the District Court of Swift County a verified petition setting forth that the decision or action is illegal, in whole or in part,

and specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the decision is filed in the office of the Board of Adjustment. The petitioner must exhaust the remedies provided in this Ordinance before availing himself of the right to petition a court as provided by this section.

SECTION XV: PENALTIES

Every person who shall construct, establish, substantially change, alter or repair any existing structure or use, or permit the growth of any tree without having complied with the provision of this Ordinance or who, having been granted a permit or variance under the provisions of this Ordinance, shall construct, establish, substantially change or substantially alter or repair any existing growth or structure or permit the growth of any tree, except as permitted by such permit or variance, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000 or imprisonment for not more than 90 days or by both. Each day a violation continues to exist shall constitute a separate offense. The heliport zoning administrator may enforce all provisions of this Ordinance through such proceedings for injunctive relief and other relief as may be proper under the laws of Minnesota Statutes Section 360.073 and other applicable law.

SECTION XVI: CONFLICTS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

SECTION XVII: SEVERABILITY

A. In any case in which the provision of this Ordinance, although generally reasonable, is held by a court to interfere with the use or enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this state or the constitution of the United States, such holding shall not affect the application of this Ordinance as to other structures and parcels of land, and to this end the provisions of this Ordinance are declared to be severable.

B. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

SECTION XVIII: EFFECTIVE DATE

This ordinance shall take effect on the _____ day of _____, 20__.

Copies thereof shall be filed with the Commissioner through the Office of Aeronautics, State of Minnesota and the Register of Deeds, Swift County(s), Minnesota.

Passed and adopted after public hearing by the City of Benson and Swift County Joint Heliport

Zoning Board this _____ day of _____, 20__.

Chairperson

Member

Member

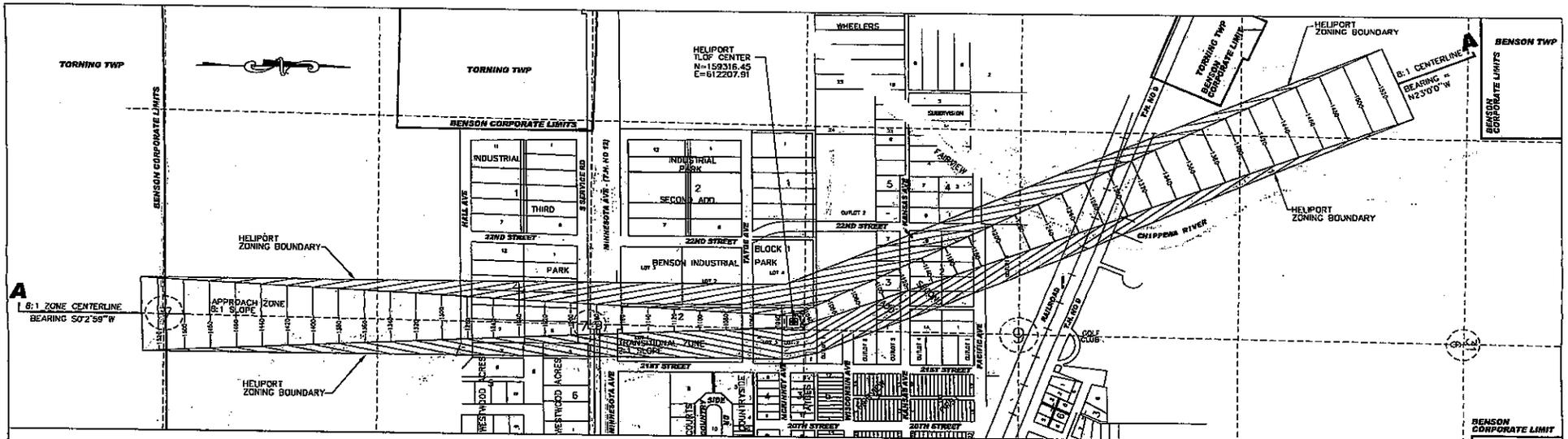
Member

Member

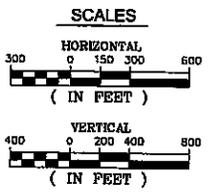
EXHIBIT A
BENSON HELIPORT ZONING ORDINANCE

This Ordinance affects all or a portion of the following sections of land:

NAME AND NUMBER OF TOWNSHIP	AIR SPACE OBSTRUCTION ZONING: Section IV of Ordinance; Page 1 of Zoning Map.	LAND USE SAFETY ZONING: Section V of Ordinance; Page 1 of Zoning Map.
Torning Township T121N R39W	Sections: 6, 7	Sections: 6, 7
_____ Township T ____ N R ____ W	Sections:	Sections:
_____ Township T ____ N R ____ W	Sections:	Sections:
_____ Township T ____ N R ____ W	Sections:	Sections:
_____ Township T ____ N R ____ W	Sections:	Sections:



ZONING PLAN

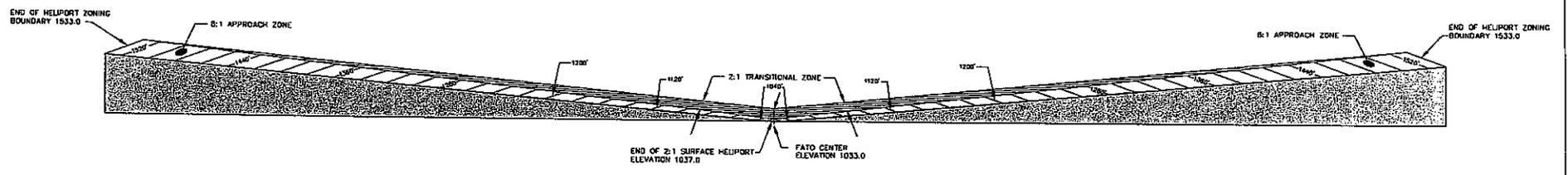


NOTES

1. THE AERIAL CONTOURS ILLUSTRATE THE HEIGHT LIMITATIONS WITHIN EACH ZONE.
2. A SLOPE, SUCH AS 8:1, EXPRESSES THE HORIZONTAL DISTANCE OF 8 FEET TO THE VERTICAL DISTANCE OF 1 FOOT.
3. EXISTING CONTOUR INTERVAL = 2 FEET.
4. HELIPORT SURFACE CONTOUR = 20 FEET.
5. HORIZONTAL COORDINATES ARE BASED ON SWIFT COUNTY DATUM (NAD83).
6. VERTICAL DATUM IS NAVD83.

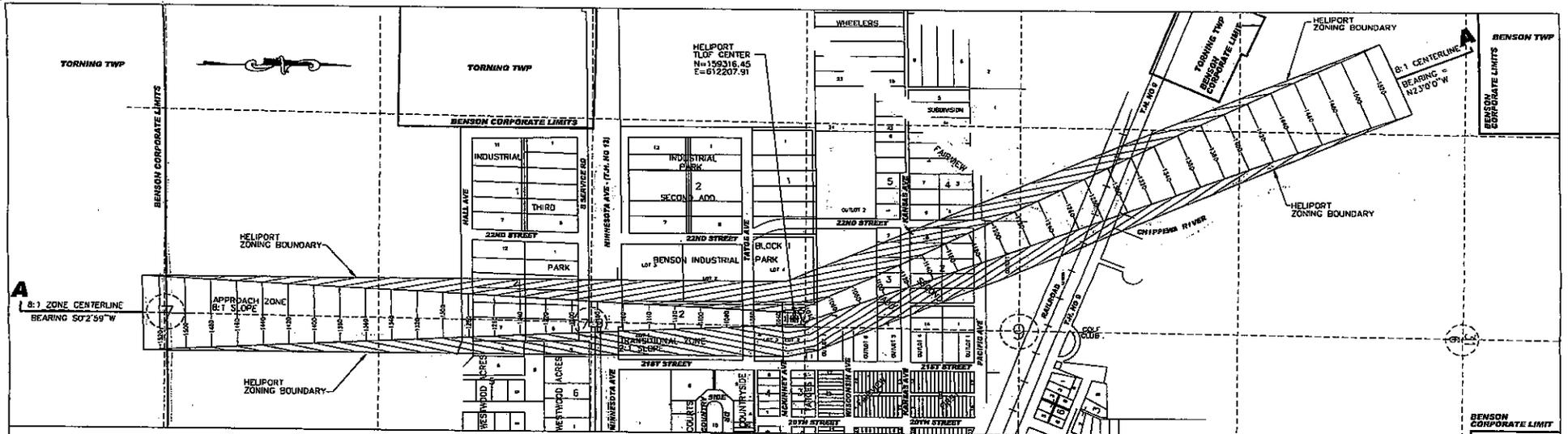
LEGEND

- 1380 — EXISTING CONTOUR
- - - HELIPORT SURFACE CONTOUR
- - - SECTION LINE
- ⊙ SECTION NUMBER
- PROPERTY LINE
- RIGHT OF WAY
- RAILROAD

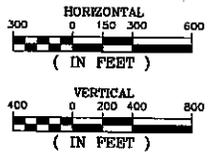


ISOMETRIC VIEW OF SECTION A - A





SCALES



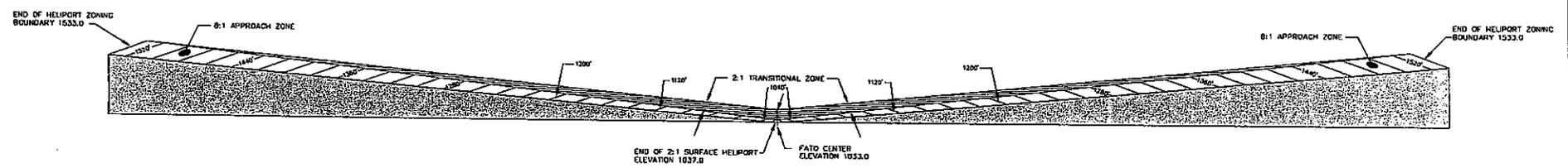
ZONING PLAN

NOTES

1. THE AERIAL CONTOURS ILLUSTRATE THE HEIGHT LIMITATIONS WITHIN EACH ZONE.
2. A SLOPE, SUCH AS 8:1, EXPRESSES THE HORIZONTAL DISTANCE OF 8 FEET TO THE VERTICAL DISTANCE OF 1 FOOT.
3. EXISTING CONTOUR INTERVAL = 2 FEET.
4. HELIPORT SURFACE CONTOUR = 20 FEET.
5. HORIZONTAL COORDINATES ARE BASED ON SWIFT COUNTY DATUM (NAVD83).
6. VERTICAL DATUM IS NAVD88.

LEGEND

- 1090 — EXISTING CONTOUR
- — — HELIPORT SURFACE CONTOUR
- — — SECTION LINE
- — — SECTION NUMBER
- — — PROPERTY LINE
- — — RIGHT OF WAY
- + — RAILROAD



ISOMETRIC VIEW OF SECTION A - A



CITY OF BENSON, MN

BENSON HELIPORT ZONING MAP

DATE: 01-01-2015

PARTRICK FLOLO
 DON FLOLO
 320-843-3759

DF DON'S FLOORING L.L.P.
 1230 ATLANTIC AVE.
 BENSON, MN. 56215
 320-843-3754

4390

Customer Senior Community Center Date 9/28/15
 Address BENSON, MN Phone _____
 Work _____

Quantity	Description	Unit Price	Total
	Remove Carpet and 5/8" plywood install new 5/8" (Add option 1 or option 2 to this total)		3200.00
option #1	New luxury vinyl tile w/4" VINYL BASE \$11470.82		
option #2	OR New Carpet tile w/4" vinyl base \$6181.65		
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>Rob, quote to replace the carpet in the Sr center. </p> </div>			

Total _____
 1/2 Deposit _____
 Balance Due _____

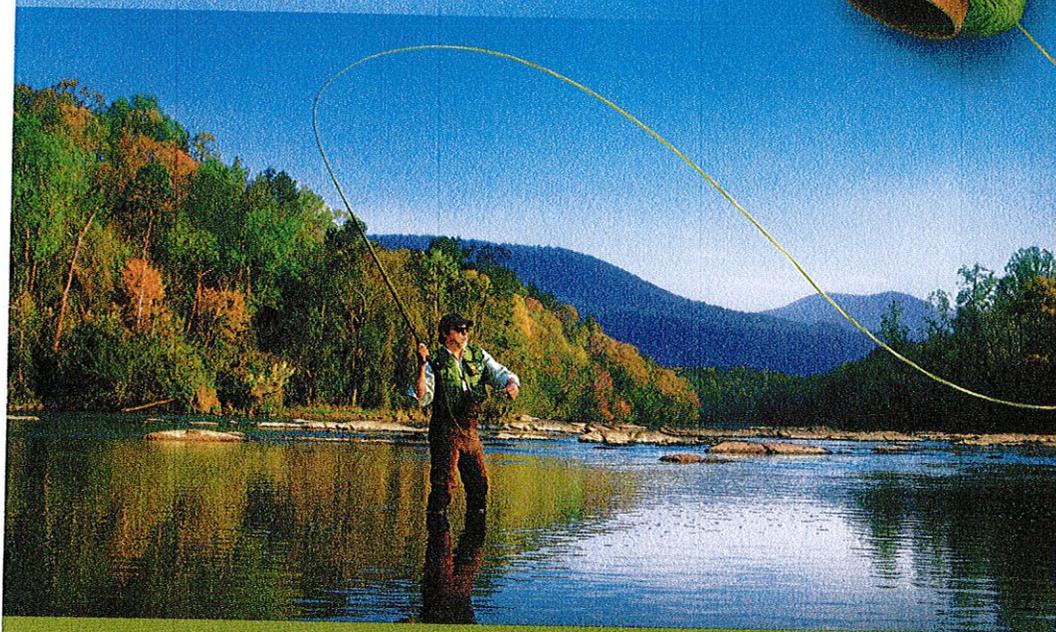
CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents, or conditions of existing mouldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipping delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF 1 1/2% will be charged to accounts past 30 days.

PRICES SUBJECT TO CHANGE AFTER 30 DAYS.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS. Sig: _____

eco solution Q®

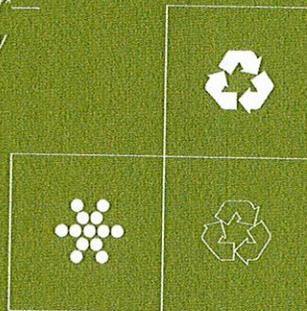


Unlimited Carpet Tile with EcoSolution Q® Fiber

Eco Solution Q® is a durable, solution-dyed Type 6 nylon fiber* backed by a strong warranty. And it's 100% recyclable: At Shaw's Evergreen Recycling facility, nylon 6 fiber is recycled back into fiber, over and over, without loss of color or quality. It's a true CARPET TO CARPET™ process.

There are two types of nylon fiber, Nylon 6 and Nylon 6,6. Currently, post-consumer Nylon 6,6 cannot be recycled into dyeable carpet fiber repeatedly; it is generally "down-cycled" into other products, such as automobile parts.

- Premium branded nylon with a minimum of 45% recycled content*— uses an average of 23 million pounds of recycled content annually
- 100% recyclable back into fiber, again and again
- Over 200 brilliant colors
- Superior cleanability, stain resistance, and stain removal
- Lifetime Commercial Limited Warranty



*Recycled content is based on allocated nylon fiber from Shaw's total nylon fiber production and determined as a percent of total Eco Solution Q output. Actual recycled content in this product will likely vary.

Environmental Certifications:



Cradle to Cradle Certified

Shaw Industries is the only carpet manufacturer to date to meet the rigorous requirements of the Cradle to Cradle program. Philadelphia and Queen

Commercial products are certified for quality under the exacting standards of NSF 140, and MBDC Cradle to Cradle™:

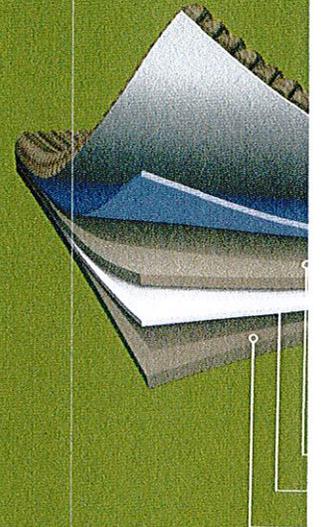


CRI Green Label Plus Certified
low VOCs for environmental friendliness indoors



EPA PRESIDENTIAL GREEN CHEMISTRY AWARD WINNER
environmentally preferable product

eco worx



Unlimited Carpet Tile

100% recyclable, PVC-free, fib system with recycled content.

- 100% recyclable with recycled energy than PVC
- Recyclable into more EcoWorx
- Superior performance to trad
- Superior delamination and ec
- Lower VOCs and smoke dens
- Dimensional Stability of PVC
- CRI green label plus certified
- NSF 140 Platinum certified
- MBDC Cradle to Cradle™ Silver
- Environmental Guarantee
- Lifetime Commercial Limited

EcoWorx Backing Envi

Shaw offers an unprecedented g tile or broadloom carpet reaches into more EcoWorx product! This

Continental US – Shaw will collect customer as long as the quantity

Alaska, Hawaii, Canada and Mex 5,000 sq. yds. or more at no cost

Proposal

- GENERAL EXCAVATING
- GRAVEL
- BLACK DIRT
- BACK HOE WORK

T & K KENNEDY EXCAVATING, INC.

250 Hwy. 12 SE, Benson, MN 56215
OFFICE 320-842-4911 FAX 320-843-4727

Licensed Designer & Installer of Septic Systems

- SNOW REMOVAL
- CAT WORK
- DEMOLITION
- WATER AND SEWER

PROPOSAL SUBMITTED TO: City of Benson		PHONE:	DATE: 10/14/2015
STREET: 1410 Kansas Ave		JOB NAME: Trailer Court	
CITY, STATE, AND ZIP CODE: Benson, MN 56215		JOB LOCATION: Benson, MN 56215	
ARCHITECT:	DATE OF PLANS:		JOB PHONE:

We hereby submit specifications and estimates for:

Complete demolition, removal and disposal of:

1 house

2 sheds

Concrete garage slab

Fill material to match existing grade in area of removal

Cap water and sewer services

Owner's Responsibilities

Permits if applicable

Removal of all hazardous and non hazardous materials

Asbestos inspection

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

Ten thousand nine hundred thirteen dollars and 00/100 dollars (\$ **10,913.00**).

Payment to be made as follows:

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



Note: This proposal may be withdrawn by us if not accepted within _____ 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. Payment will be made as outlined above.

Signature _____

Signature _____

Draft
LELS

w/
10/20/15

Addendum #1

As per section 24.4 the 2014-2016 contract was opened for health insurance purposes and the following sections are hereby adopted and replaced or added for calendar year 2016.

- 24.2 Employee Out of Pocket Expenses. Deductibles and annual out of pocket maximums are \$3,250 per person and \$6,500 per family for in network usage. Out-of-network maximums are \$3,625 per person and \$6,750 per family.
- 24.4 Employee Premium Cost. The Employer shall pay the full premium for the single health insurance coverage for the duration of the contract. Family health insurance coverage will cost the Employee \$554.25 per month in 2016.
- 24.6 Section 125 Cafeteria Plan. All full-time employees and part-time employees who average 25 hours per week are eligible to participate in a limited Section 125 Cafeteria Plan.
- 24.8 Employer Contribution toward Employee VEBA or HSA Account. At the beginning of the plan year, the Employer will contribute \$1,250 for single coverage and \$2,500 for family coverage to an Employee owned VEBA or HSA account. The contribution for employees hired after January 1st of each year will be prorated based upon when their Health Insurance coverage begins.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ON THIS 23RD DAY OF OCTOBER, 2015.

CITY OF BENSON

LELS, LOCAL #12

City of Benson and AFSCME Local 2538
Initial Negotiation Interests
10-5-15

accept
Article XV Health and Welfare

15.2 **Employee Out of Pocket Expenses.** Deductibles are ~~\$500~~ \$3250 per person and ~~\$1000~~ \$6500 per family. The Employer shall provide coverage to limit the maximum annual amount of Employee out of pocket related expenses. The maximum annual amount of Employee out of pocket related expenses will be limited to \$2,000 for single coverage and \$4,000 for family coverage. The aforementioned amounts apply to In-network usage only. Out-of-network maximums are \$4,000 per person and \$8,000 per family.

Union Interest: If to consider transitioning from current \$2500 HRA plan to \$3250 VEBA/H.S.A plan, would limit out of pocket expenses to current levels.

Funding: Single - \$1250
 Family - \$2500

accept
15.3 **Full-Time Benefit.**

- A. Family health insurance coverage will cost the Employee ~~\$429.74~~ \$554.25 per month in ~~2014~~ 2016. If there is an increase in premiums for ~~2015~~ 2017, the City shall pay 50% of the increase, and the Employee shall pay 50% of the increase.
- B. The City shall pay the full premium for single coverage for the duration of this contract.

Article XXI Termination and Modification

Union is interested in 2 or 3 year agreement.

ok
Appendix A Salary Schedule

Union Interest: 3% wage increase each year of contract.

Union Interest: Review of classifications for internal pay equity and external market comparability.

The union reserves the right to add to, delete from, amend or otherwise modify these interests during the negotiation of a renewed agreement.

To: Members of Missouri River Energy Services in MISO RTO

From: Tom Heller, Chief Executive Officer

Re: Amendment and Restatement of Power Sale Agreement (S-1)

Date: October 22, 2015

As of October 1, 2015, all Missouri River Energy Services (MRES) Members are now part of a Regional Transmission Organization (RTO), either the Midcontinent Independent System Operator (MISO) or the Southwest Power Pool (SPP). This change was required because the Western Area Power Administration joined SPP and the Integrated System (IS) transmission facilities were moved into SPP (which now has functional control over those facilities). The RTOs operate energy markets and transmission networks that fundamentally changed the way MRES provides power and energy to your community. As a result, your current Power Sale Agreement (S-1) (“S-1 Agreement”) must be changed to eliminate outdated references to the physical delivery of power and energy by MRES over the IS transmission facilities, and to reflect how power supply and the delivery of that power work in the RTOs.

The MRES Board of Directors has taken this opportunity to thoroughly review the S-1 Agreement to make updates that reflect current operation of the RTOs, and to clarify any language that was vague or incomplete. The Board has also approved an extension to the agreement of 11 years, extending the termination date from 2046 to 2057. The extension of the term will help facilitate future financing of projects and will help support the AA-/Aa3 bond ratings of Western Minnesota Municipal Power Agency.

This binder of documents includes a summary of the changes to the S-1 Agreement, along with a marked up version of the current S-1 Agreement (so you can see the changes made to the existing agreement), and two clean copies of the proposed S-1 Agreement (for your community to sign and send back to MRES). The binder also contains a number of other supporting documents and templates that Members will need to execute along with the Amendment and the Restated S-1 Agreement. For your convenience, an electronic USB “key” flash drive is enclosed at the end of the binder, and contains editable versions of the template documents, and image files of the other documents in this binder. The Checklist in the front of your binder describes each document and provides a quick summary of each step of the process.

A second, identical binder of documents will be sent to you via U.S. Mail in about a week. This duplicate binder is for your convenience so you can provide this identical binder of documents to your City/Utility Attorney for his/her review. Your attorney is an important advisor who should be involved in this process, and a Legal Opinion is required regarding your community’s actions related to the amendment of the S-1 Agreement and related documents.

Members in the MISO RTO currently have two additional documents that will require amendment. Each MRES MISO member has a Midwest ISO Market Implementation Agreement (MISO MIA) that covers the charges and fees imposed by MISO and charged to MRES. The MISO MIA needs to be amended to allow for its termination when the S-1 Agreement takes effect. In addition, each MRES MISO Member has a separate Transmission Service Agreement (TSA) that governs the delivery of power and energy from the Point of Delivery at the outlet of the IS to your transmission zone. Amendment 5 to the S-1 Agreement changes the Point of Delivery to the edge of the RTO facilities, and the charges for such service are in the rate section of the agreement and rate schedules. Your community will remain responsible for transmission charges based on the zone in which you are located; that will not change. As a result, for those MISO communities that have a TSA with MRES (that covers transmission from the former IS to your town gate), that contract must also be amended to reflect that it will terminate when the amended S-1 Agreement goes into effect. The new S-1 Agreement will address both Supplemental Power supply and Transmission Service in separate sections of the Agreement.

We know you will have questions as you review the enclosed documents. MRES has scheduled a webinar on November 17, 2015, at 9:00 a.m. to review the changes to the S-1 Power Sale Agreement in detail. We hope that you and your Attorney can join the webinar. In addition, the MRES staff is available to discuss the amendment with you. If you like, we can make available a staff member for a call, or come to your community to make a presentation to your governing board at a time that is convenient for you. We are always available to answer your questions. Please contact Joni Livingston at 800-678-4042 or email her at joni.livingston@mrenergy.com with your questions or to schedule an S-1 presentation for your community.

This is the fifth time that MRES has offered an S-1 amendment to the Membership and the third time that we have asked you to extend the term of the contract. The updated language will more accurately reflect how MRES provides for your Supplemental Power needs and Transmission Service, and it will provide you with some options and protections that you previously didn't have. In the past, 100 percent of the MRES Membership has signed each amendment. Our goal is to make an announcement at the 2016 Annual Meeting in May that, once again, 100 percent of the Membership has executed Amendment 5 to the S-1 Agreement. To meet this schedule, we ask that you review, consider and approve the new S-1 Agreement and related documentation, and return all documents to us by March 1, 2016.

Thank you very much for your continued support of MRES. We look forward to many more years of serving you and meeting your power supply needs. Again, if you have any questions contact **Joni Livingston** at **800-678-4042** or email her at joni.livingston@mrenergy.com with your questions or to schedule an S-1 presentation for your community.

Summary of Amendment 5
to the
Missouri Basin Municipal Power Agency
Power Supply Agreement (S-1)

General Overview

Amendment 5 to the S-1 Agreement addresses significant changes caused by the decision of the Western Area Power Administration (“WAPA”) to join the Southwest Power Pool (“SPP”), and reflect the fact that the Integrated System (“IS”) transmission facilities were moved into SPP (which now has functional control over those facilities). As a result, Missouri River Energy Services (“MRES”) is no longer able to deliver power and energy to Members at the IS outlet as required by the current Missouri Basin Municipal Power Agency Power Sale Agreement (“S-1 Agreement”). This change also means that for the first time all MRES Members and generating resources are part of a regional transmission organization (“RTO”) – either the Midcontinent Independent System Operator (“MISO”) or SPP – which operate separate energy markets, and establish a different way to operate bulk transmission networks. Amendment 5 addresses these changes, eliminates outdated references, and accurately reflects the current financial (not physical) markets for both power supply and delivery.

Revisions also include an eleven-year extension of the term of the S-1 Agreement to accommodate future power supply and transmission financing, and to maintain the strong financial ratings necessary for economical financing. Three new provisions are added to clarify or reflect current practices and legal requirements, and to provide additional protection for expenses caused by the independent decisions of individual Members. The amendment adds clarifying language where necessary, and is intended to maintain the relative position of the Parties in terms of benefits and burdens.

Key concepts:

- A. The Supplemental Power obligation (new Section 3) is revised to separate it from physical delivery, and to clarify that the services and products required by the tariff of the respective RTO are included in Supplemental Power. Corresponding changes are made to the Rates section (new Section 7) to separate costs related to Supplemental Power (new Schedule B), from transmission (new Schedule C).
- B. Supplemental Power also includes a clarification to expressly state that any reduction of WAPA service is automatically picked up by MRES as part of Supplemental Power.
- C. Supplemental Power includes a *new provision* to protect the membership as a whole from cost impacts in the event that the independent act of a single S-1 Member causes their WAPA allocation to be reduced or discontinued. Any reduction or elimination of WAPA Power requires that MRES automatically pick up that load as part of Supplemental Power. *In the event that MRES incurs additional costs to replace WAPA service that is*

reduced based on a Member's actions, the MRES Board of Directors ("Board") *may impose a surcharge* on that Member (so those costs are not added into the S-1 Supplemental Power Rate). The surcharge only is applied if the Member caused the reduction/elimination of WAPA Power, and an additional cost is incurred, and the Board determines that a surcharge is appropriate.

- D. Transmission Service (new Section 6) is now a separate section that replaces the concept of "delivery." It expands the MRES obligation by changing the Point of Delivery to the boundary of the RTO transmission system (not just the IS [which eliminates the need for individual transmission service agreements between MRES and certain individual Members]). It states that the services and products required by the tariff of the respective RTO are included in Transmission Service, and corresponding changes were made to the Rates section (new Section 7) to separate Transmission Service costs (new Schedule C) from Supplemental Power costs (new Schedule B). Each Member continues to pay for services based on the transmission zone in which each is located, and each remains responsible for any transmission from the Point of Delivery to the town gate.
- E. New Section 16, Renewable Resource Generation, is added to reflect and clarify current practices. Members that own or make arrangements to acquire local utility-scale renewable resources connected directly to their distribution system are allowed to generate up to five percent of their own energy from those resources. Member renewable energy must be sold directly to MRES, and MRES must then sell it back to the Member, to maintain consistency with the Supplemental Power obligation that requires MRES to provide and the Member to purchase from MRES all power and energy over and above their WAPA allocation.
- F. New section 20, Privacy and Security of Information on Individuals, is added to expressly acknowledge laws that require certain data to be treated as confidential. It establishes procedures to designate confidential information exchanged under the S-1 Agreement and how the Parties will address any request for disclosure information that is confidential or otherwise restricted from dissemination.

Section by Section Changes:

RECITALS: These are updated to reflect changes prompted by WAPA's move into SPP, with all Members and Resources now in RTOs, and changes from physical markets to financial energy (and capacity) markets that require the separation of the Supplemental Power obligation from transmission-related obligations. The S-1 Agreements continue as security for the repayment of bonds financed by Western Minnesota.

1. DEFINITIONS: This new section was added for the convenience of readers to list the definitions of particular words, phrases, and acronyms used in the S-1 Agreement.
2. TERM: This paragraph now reflects the date on which each Member's individual S-1 first became effective. It also makes the Agreement effective January 2, 2017, through January 1, 2057 (effectively an 11 year extension).

3. SUPPLEMENTAL POWER (previously SALE OF POWER AND ENERGY):
 - a. This subparagraph (a) defines the Supplemental Power obligation to eliminate references to delivery, and to specify that charges for Supplemental Power include power and energy, and those products and services (including ancillary services) required by RTO tariffs. It also changes the reference to the Member's WAPA allocation as of the date of the revised S-1 Agreement (rather than November 1992).
 - i. Maximum Rate of Demand ("MROD"): This subsection is clarified to expressly state that an MROD election can be made only once. The date on which the MROD election can be made is extended from 2017 to 2027 (ten years), consistent with the extensions in prior amendments. Because Amendment 5 becomes effective in 2017, the approval of the amendment is in effect the Member's indication that it does not wish to cap its purchases in 2017.
 - ii. Green Energy: This subsection changes Green "Power" to Green "Energy," changes the percentage to an amount specified by the Member, for a mutually agreeable term of years, and includes in the charge for Green Energy the cost of capacity, if any, required to back up the Green Energy.
 - b. WAPA Power (now subparagraph 3(b))
 - i. Clarifies that any reduction of WAPA service is automatically picked up by MRES as part of Supplemental Power and, if an MROD has already been set when the WAPA Power is reduced, the Supplemental Power will be the MROD as previously established.
 - ii. *New paragraph* added to address what happens if an S-1 Member causes their WAPA allocation to be reduced or discontinued. *In that event*, the MRES Board may impose a surcharge on the Member *if the Agency incurs additional costs to replace that WAPA service*.
 - c. Supplemental Power Delivery Obligation: deleted (see Section 6, Transmission Service)
 - d. Subsections d-f have minor changes or deletions, as indicated. The take-and-pay subparagraph is revised to specifically apply to only Supplemental Power.
4. REQUIREMENTS TO RECEIVE SUPPLEMENTAL POWER: The title of this Section is changed, and the term "Point(s) of Delivery" is capitalized to indicate it is a defined term. All delivery issues are moved to Section 6, Transmission Service.
5. MEASUREMENT OF SUPPLEMENTAL POWER AND TRANSMISSION SERVICE: The Section title is changed, and text is revised to reflect Supplemental Power is separate from Transmission Service. It also provides that Schedule A shall set forth both Point(s) of Measurement and Point(s) of Delivery. A sentence was added to establish that revisions to Schedule A can be made by mutual agreement.

6. TRANSMISSION SERVICE: The Section title is changed, and outdated references are removed.
 - a. The Transmission Service obligation of MRES is to arrange for the physical delivery of Supplemental Power (for those in SPP), or for the physical delivery of both Supplemental Power and WAPA Power (for those in MISO), and, if an MROD has been set, Transmission Service for the Supplemental Power is limited to that needed to provide the Supplemental Power established by the MROD. Transmission Service now extends to the boundary of the RTO, not the outlet of the IS.
 - b. The Point(s) of Delivery, Point(s) of Measurement, delivery voltage, power factor, special conditions, and other conditions of service are established in Schedule A, which may be revised by mutual agreement of the Parties.
 - c. As a condition of receiving Transmission Service, Municipality must meet Load Serving Requirements imposed by North American Electric Reliability Corporation (“NERC”), the Midwest Reliability Organization (“MRO”), or the Transmission Owner. If Municipality fails to do so, MRES may remedy the deficiency and charge the Municipality for the cost (and any related fine or assessment imposed on and paid by MRES) to do so. Any such cost, fine or charge will not become part of the general S-1 revenue requirements, but will be the responsibility of the individual Municipality.
 - d. This subparagraph includes a take-and-pay provision specifically related to Transmission Service.

7. RATE: This Section is revised to provide separate paragraphs for Supplemental Power (subparagraphs b-d) and for Transmission Service (subparagraph e), and to provide more specificity regarding those charges.
 - a. Subsection (a) revisions eliminate “Energy Acquisition Points” and all references to IS delivery. There are now two separate rate schedules: one for S-1 Supplemental Power, Rate Schedule B, and one for S-1 Transmission Service, Rate Schedule C.
 - b. Subsection (b) revisions identify and include those costs related to Supplemental Power revenue requirements. They include products and services needed to provide power and energy in energy (and capacity) markets as provided in Section 3(a), and other specific charges in the Supplemental Power Rate Schedule B (detailed in 7(c) and 7(d)). It expressly states that there is one common rate for all S-1 Supplemental Power, as is currently the case.
 - c. Subsection (c) includes *new language* to reference the three potential surcharges (two existing, one new) in the Agreement, and expressly refers to the Board authority to include separate surcharges for the Municipality (s) to which the surcharge(s) apply.
 - d. Subsection (d) is the existing language relating to the Competitive Transition Charge, with minor modifications to reflect the change from a single rate schedule to two rate schedules, *i.e.* one for Supplemental Power and one for Transmission Service.
 - e. *New subsection* (e) identifies costs related to Transmission Service. It reflects the detail relating to products and services included in providing Transmission Service as stated in Section 6 and included in the Transmission Service Rate Schedule C. As is

the case today, Transmission Service charges are based on the transmission zone in which each S-1 Member is located. (These provisions make the various Transmission Service Agreements between MRES and certain individual members unnecessary, and they will be separately amended to terminate upon the effective date of Amendment 5 to the S-1 Agreement.)

- f. Subsection (f) uses existing language that requires the Board of Directors to review the rates in Schedules B and C annually, with minor modifications.
 - g. Subsection (g) uses existing language relating to notice of revised rates, and is moved to follow immediately after the provision for the Board's annual rate review, giving a more logical flow for the notices relating to rates. The changes reflect the separate rate schedules for Supplemental Power and Transmission Service.
8. COVENANTS OF AGENCY: Minor changes reflect the transformation to financial markets, rather than physical markets.
9. COVENANTS OF MUNICIPALITY:
- a. Subsection (a) includes a sentence previously in Section 6(a) relating to the Municipality's obligation to make payments as operating expenses. It is moved here because the existing language is more of a covenant than a rate matter.
 - b. Subsection (b) has a minor modification for consistency.
 - c. Subsection (c) is revised, consistent with Section 17, Assignments, to require 90 days' (rather than 14) notice if a Member plans to sell its distribution system.
10. METER READINGS AND PAYMENT OF BILLS: Minor changes.
11. METERING: Minor changes.
12. RIGHT TO ACCESS: Minor changes.
13. UNCONTROLLABLE FORCES:
- a. Subsection (a) adds to the items expressly included as uncontrollable forces events including terrorism, war, cybercrimes, and the inability of MRES, an RTO Market or Transmission Provider to deliver energy as well as a *new notice provision* to enhance communication when an uncontrollable force prevents performance by a Party.
 - b. Subsection (b) adds a *new right* for a Municipality to run its own internal generation to serve its load (and coordinate with MRES if it does so) in the event of an uncontrollable force that prevents the acquisition of Supplemental Power. It continues to retain the Municipality's right to use a third party supplier under such emergency circumstances.

[*Previous Section 13: POWER FACTOR: Deleted.* Power factor is now discussed in Section 6, Transmission Service, as an item that may be included in Schedule A, if needed.]

14. COOPERATION BETWEEN AGENCY AND MUNICIPALITY: This Section is updated consistent with Federal Emergency Management Agency regulations to facilitate the Municipality's ability to seek federal reimbursement in the event of a disaster.
15. CONSTRUCTION, OPERATION AND MAINTENANCE OF MUNICIPAL ELECTRIC SYSTEM: Replaces the National Electric Safety Code reference with Prudent Utility Practices, and clarifies that it does not release Municipality from any NERC or MRO obligations.
16. RENEWABLE RESOURCE GENERATION: This *new provision* is added to reflect existing practice. It allows generation from Municipality's locally owned or acquired, utility-scale renewable resources (does not include customer-owned generation) if those resources are connected directly to Municipality's distribution system. Municipality may generate up to five percent of its energy from local renewable resources (calculated based on the most recent annual Supplemental energy from MRES). It also requires that MRES purchase the renewable energy from Municipality and resell it to Municipality to maintain consistency with the Supplemental Power obligation that requires all of Municipality's Supplemental Power to be supplied by MRES. These and other terms and conditions will be the subject of a separate Member renewable resource agreement between Municipality and MRES.
17. ASSIGNMENTS: Minor changes.
18. RECORDS AND ACCOUNTS: Minor changes.
19. INFORMATION: Minor changes.
20. PRIVACY AND SECURITY OF INFORMATION ON INDIVIDUALS: This *new Section* was added at the suggestion of a Member city attorney. It expressly addresses circumstances in which state or federal law requires that certain data or information exchanged pursuant to the S-1 Agreement be protected from public disclosure. It also addresses the designation of such information when it is exchanged, and the obligations of the Parties in the event a request to disclose such records is made.
21. AMENDMENT: Minor changes.
22. OPINIONS AS TO VALIDITY: Minor changes.
23. NOTICES: Minor changes.
24. WAIVERS: Minor changes.

25. SEVERABILITY: Minor changes.
26. SECURITY FOR POWER SUPPLY CONTRACTS: Minor changes.
27. NEW POWER SUPPLIER(S); PARTIES TO THIS AGREEMENT: Minor changes.
28. ENTIRE AGREEMENT: *New Section* added to ensure that any legal interpretation of the S-1 Agreement will include not only the numbered sections, but also the recitals (which might otherwise be disregarded by a court) and the Schedules.

Schedule A: Point(s) of Delivery, Measurement, and Adjustments

This Schedule is specifically tailored to each community and identifies the exact facilities where power and energy is exchanged and measured, as well as any required adjustments or other conditions. It must be signed by both Municipality and MRES, and the Parties must agree to any future revisions.

Schedule B: S-1 Supplemental Power Rate Schedule

For transactions beginning on January 2, 2017, this Schedule will contain only Supplemental Power-related charges. As is required by the S-1 Agreement, the 2017 rates will not be established until October 2016, and for that reason this Schedule B is only a draft of the format of Schedule B.

Schedule C: S-1 Transmission Service Rate Schedule

For transactions beginning on January 2, 2017, this Schedule will contain only Transmission Service-related charges. As is required by the S-1 Agreement, the 2017 rates will not be established until October 2016, and for that reason this Schedule C is only a draft of the format of Schedule C.

Power Sale Agreement Amendment 5

Prepared October 2015



MRES / Member / WMMPA Relationship

- ▶ Joint Action to meet power supply needs
 - ▶ Members are owners of MRES
 - ▶ WMMPA formed to provide financing
 - ▶ First S-1 Power Sale Agreements executed to build LRS
 - ▶ Interests align
 - ▶ Not-for-profit
 - ▶ Local service
 - ▶ Local control
- * Competitive rates
 - * Reliability

Power Sale Agreements S-1 and Non S-1

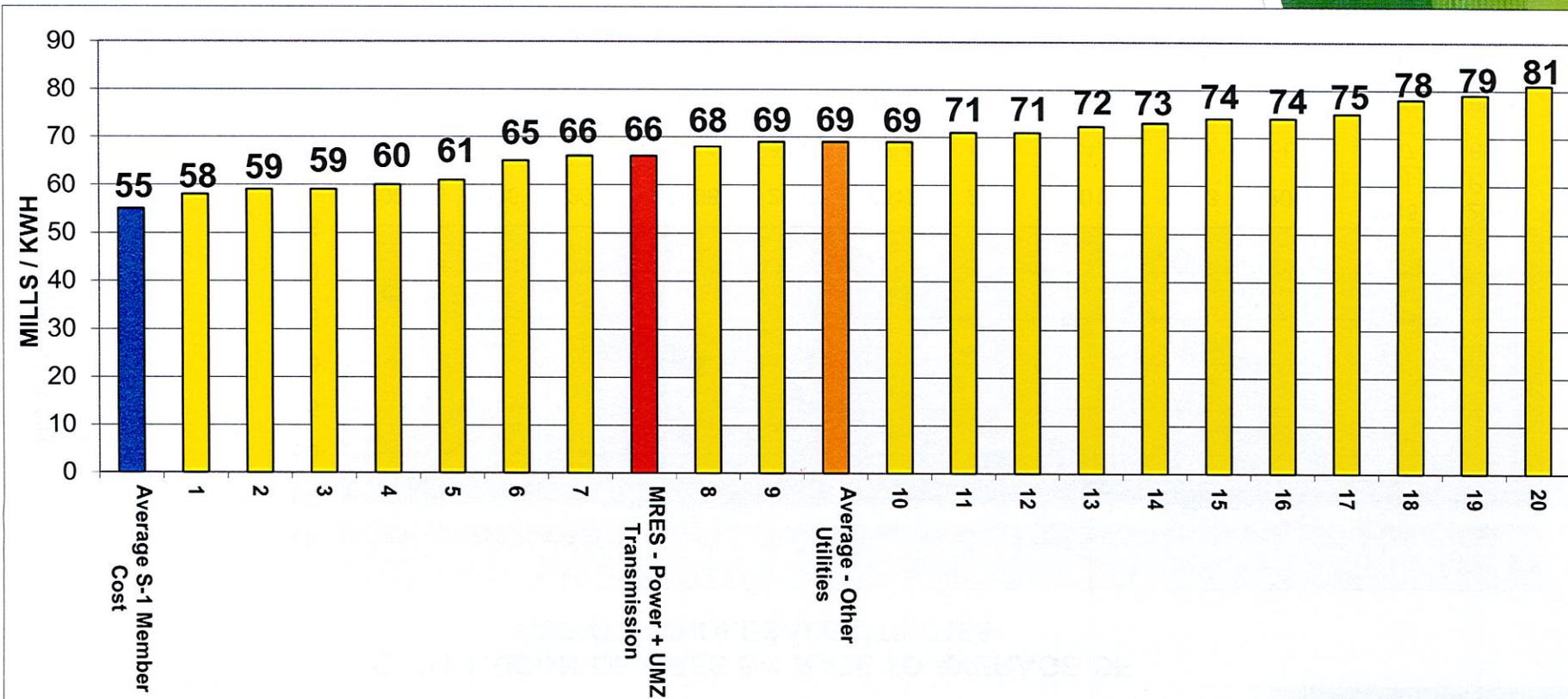
- ▶ **Supplemental Power Supply (S-1)**
 - ▶ All supplemental needs in excess of WAPA allocation
 - ▶ Includes transmission to outlet of Integrated System (IS)
 - ▶ Separate TSAs for most MISO Members (not on the IS)
 - ▶ Some Members also have TSA with third party provider
- ▶ **Full Requirements (Pella Non S-1)**
- ▶ **Fixed Amount (Atlantic & Hutchinson Non S-1)**
- ▶ **Long Term Contracts**

History of S-1 Agreement

Power Sale Agreement (S-1) & Amendments

EFFECTIVE DATE	CONTRACT NAME	BASE TERM	OTHER CHANGES
October 1976	Power Sale Agreement (S-1)	January 1, 2016	
December 1985	Amendment 1	No change	Extended date to set CROD from 1990 to 2000, on seasonal basis; reduced transformer losses from 2% to 1%
January 1993	Amendment 2 & Restatement	January 1, 2030, automatic 10 year extensions unless MROD set	CROD replaced by MROD; replaced “X over Y;” Uncontrollable Forces requires pro rata allocation, Municipality allowed to acquire from other sources; if MRES defaults then WMMPA steps into shoes of MRES; outdated references to HCPD, USBR deleted
January 2000 <i>(anticipated deregulation)</i>	Amendment 3	No change, deleted automatic 10 year extension	Added Green Power, Ancillary Services, and Competitive Transition Charge
January 2007 <i>(anticipated Big Stone II project)</i>	Amendment 4 & Restatement	January 1, 2046	Changes due to some participation in RTOs/markets; Supplemental Power included Delivery; all Delivery Points on IS; clarified MROD, & extended date to exercise; created IS factor

Comparison of Projected 2016 Area Wholesale Power



Average Aggregate MRES Member Cost, Including WAPA and MRES Power, and Transmission Costs

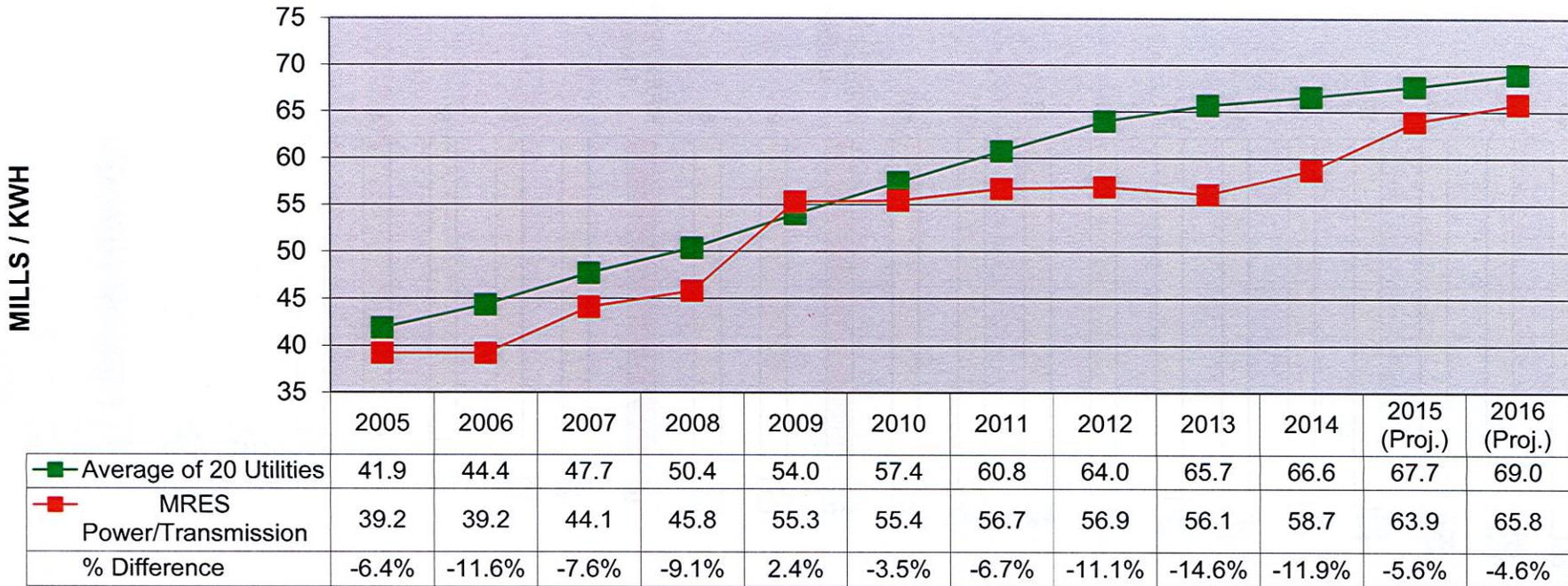
MRES Aggregate Supplemental Power plus UMZ Transmission Costs

Other Area Wholesale Utilities



Information taken from various sources; all rates are believed to be reasonable estimates but there are no guarantees

COMPARISON OF MRES S-1 RATE TO AVERAGE OF TWENTY WHOLESALE UTILITIES



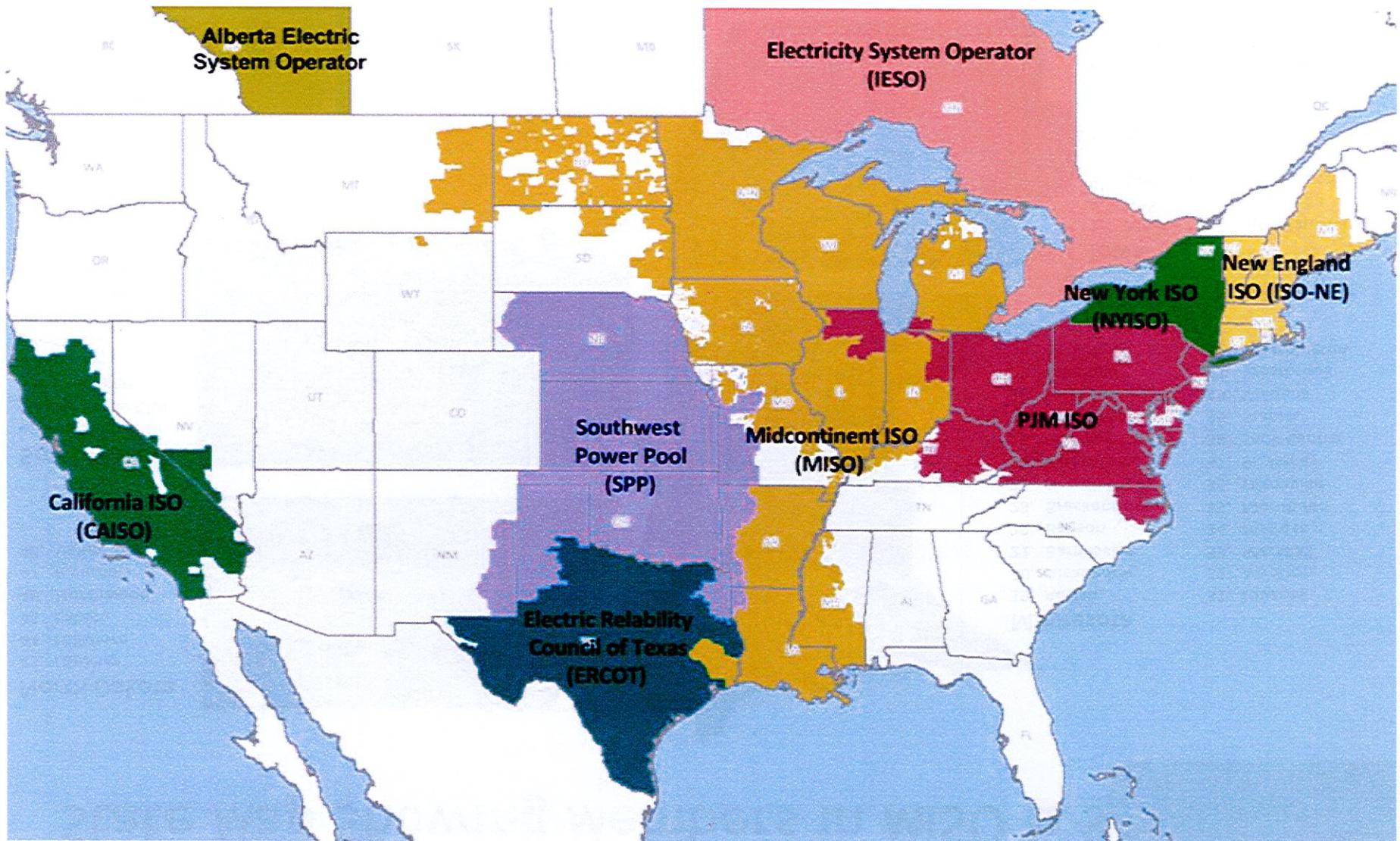
Why Amendment No. 5?

- ▶ WAPA joined SPP on October 1, 2015
- ▶ All Members in RTO - either SPP or MISO
- ▶ IS became part of SPP Transmission Network
- ▶ RTOs operate energy markets and transmission networks
- ▶ Individual utilities no longer control their generation or transmission resources

Benefits of an RTO

- ▶ Bigger pool of energy resources
- ▶ Economic dispatch of energy
- ▶ Improved reliability
- ▶ Limits impact of system-wide outages
- ▶ Integration of variable energy resources
- ▶ Defer investment in generation

REGIONAL TRANSMISSION ORGANIZATIONS



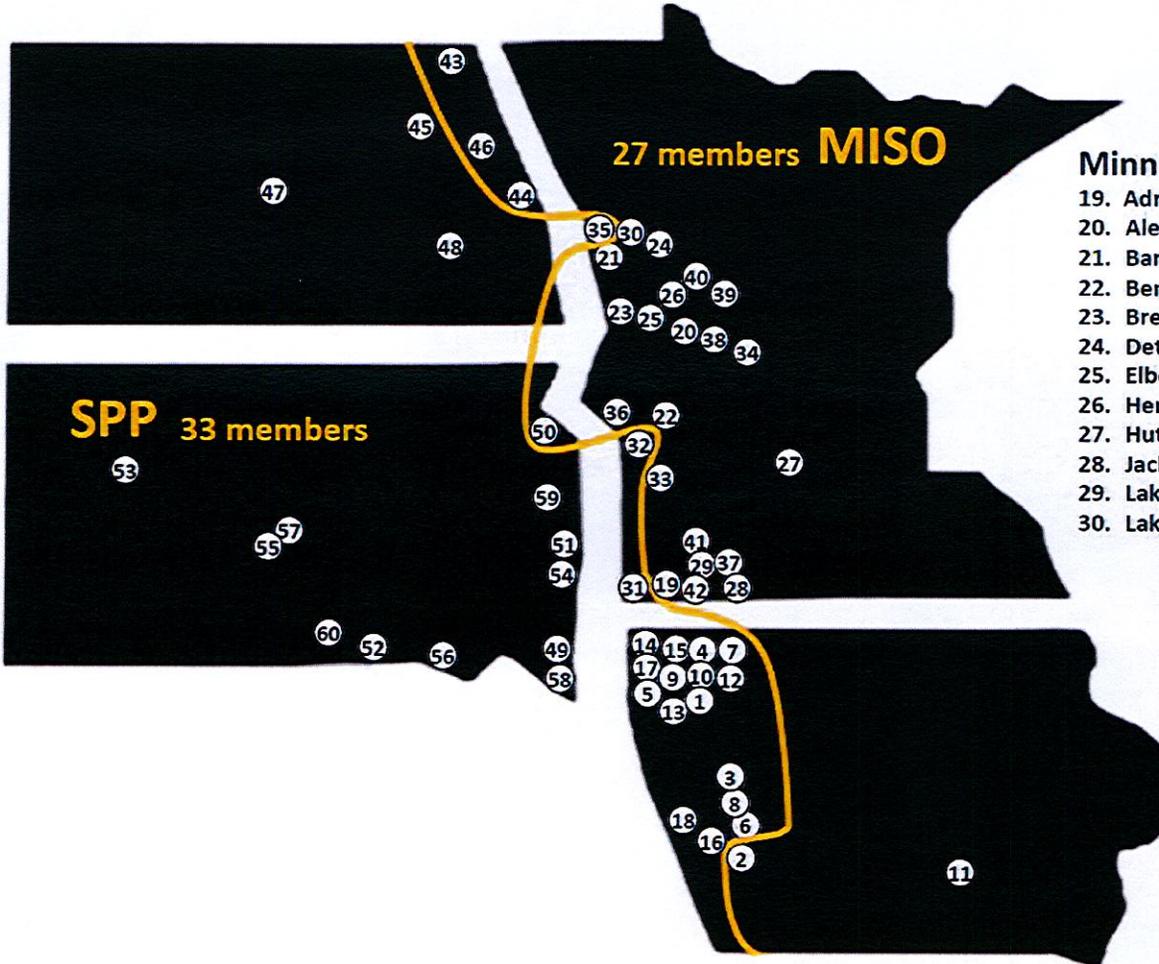
State Map Showing Members in MISO & SPP

North Dakota

- 43. Cavalier
- 44. Hillsboro
- 45. Lakota
- 46. Northwood
- 47. Riverdale
- 48. Valley City

South Dakota

- 49. Beresford
- 50. Big Stone City
- 51. Brookings
- 52. Burke
- 53. Faith
- 54. Flandreau
- 55. Fort Pierre
- 56. Pickstown
- 57. Pierre
- 58. Vermillion
- 59. Watertown
- 60. Winner



Minnesota

- | | |
|-------------------|-----------------|
| 19. Adrian | 31. Luverne |
| 20. Alexandria | 32. Madison |
| 21. Barnesville | 33. Marshall |
| 22. Benson | 34. Melrose |
| 23. Breckenridge | 35. Moorhead |
| 24. Detroit Lakes | 36. Ortonville |
| 25. Elbow Lake | 37. St. James |
| 26. Henning | 38. Sauk Centre |
| 27. Hutchinson | 39. Staples |
| 28. Jackson | 40. Wadena |
| 29. Lakefield | 41. Westbrook |
| 30. Lake Park | 42. Worthington |

Iowa

- | | |
|----------------|------------------|
| 1. Alton | 10. Paullina |
| 2. Atlantic | 11. Pella |
| 3. Denison | 12. Primghar |
| 4. Hartley | 13. Remsen |
| 5. Hawarden | 14. Rock Rapids |
| 6. Kimballton | 15. Sanborn |
| 7. Lake Park | 16. Shelby |
| 8. Manilla | 17. Sioux Center |
| 9. Orange City | 18. Woodbine |



Guiding Principles

- ▶ Update to address market changes to reflect actual state of service
- ▶ Clarify, if needed
- ▶ Extend term
- ▶ Provide Member protections
- ▶ Maintain same relative position of all

Key changes to Power Sale Agreements

- ▶ Change S-1 contract language to reflect financial markets
- ▶ Separate power supply from transmission service
- ▶ Supplemental Power includes:
 - ▶ All market products and services needed for energy and demand
 - ▶ All ancillary services for power supply
 - ▶ State/federal renewable energy requirements

Transmission Service

- ▶ **Transmission Service is now provided by MRES to the boundary of RTO**
- ▶ **Transmission charges are still based on pricing of Transmission Zone**
- ▶ **SPP Members are now in SPP UMZ**
- ▶ **MISO Members' existing MRES TSAs and MISO MIA will terminate when amendment takes effect**
- ▶ **Some third party arrangements still exist**

Transmission impacts to MISO Members

- ▶ MRES declined SPP transmission service for MISO Members
- ▶ Savings of over \$9 million in 2016 for MISO Members
- ▶ 120 MW of MRES incremental capacity in SPP is now stranded
- ▶ MRES sells capacity in SPP and purchases capacity in MISO
- ▶ MISO Members bear risk of capacity purchase cost exceeding revenues

Transmission impacts to SPP Members

- ▶ SPP transmission rate will be higher than IS rate
- ▶ SPP network includes more transmission facilities than just the IS
- ▶ Members who own qualifying transmission that goes into SPP will get a payment from SPP

Key change - Term Extended 11 Years

- ▶ Current term through January 1, 2046
- ▶ New term through January 1, 2057
- ▶ Extension to accommodate future financing
 - ▶ Bond security for power supply and transmission financing
 - ▶ Supports WMMPA strong bond rating

Maximum Rate of Demand (MROD) clarified

- ▶ MROD is the Member's option to cap MRES purchases
- ▶ Next option extended from 2017 to 2027
- ▶ Clarifies MROD is lesser of actual supplemental load in every hour or the MROD
- ▶ Changes calculation from 1 year to 3-year average of seasonal MROD

Member Renewable Resource Generation

- ▶ **New provision - Section 16**
- ▶ **Allows Members to generate from their own local renewable resources**
- ▶ **Connected directly to Member distribution system**
- ▶ **Allows Member to generate up to 5% of MRES energy purchases from local renewables**
- ▶ **Reflects current practices**

WAPA Power - New Protection for Members

- ▶ Supplemental Power includes amount needed to replace any reduction in WAPA Power
- ▶ In the event a Member causes its WAPA allocation to be reduced or discontinued
- ▶ MRES Board *may* impose a surcharge
- ▶ Only *if* MRES incurs added costs to replace WAPA Power

Green Energy modified

- ▶ As part of Supplemental Power, Member or its retail customer can purchase some or all Green Energy
- ▶ Allows for specified amount of energy (rather than percentage)
- ▶ Surcharge to Member for added cost

Uncontrollable Forces

- ▶ More specifically defines *Force Majeure*
- ▶ Includes now-standard events such as terrorism, cyber crimes and inability of MRES or the RTO to deliver energy
- ▶ New provision to enhance communication
- ▶ New provision to allow operation of Member's generation to self-supply in event of uncontrollable forces

Schedules (as of 2017)

- ▶ **Schedule A: Points of Delivery, Measurement and Adjustments**
 - ▶ Now requires mutual agreement of Member and MRES
- ▶ **Schedule B: Power Supply Rates**
- ▶ **Schedule C: Transmission Service Rates**

Timeline

- ▶ Sept. 2015: Board approved S-1 Amendment 5 and Pella Amendment
- ▶ Oct. 2015: Presented to Members at Area Meetings
- ▶ Nov. 2015 - Feb. 2016: Members consider Amended Agreements and MRES Staff available to make presentations
- ▶ Nov. 17, 2015: Webinar for Members/Attorneys on Amendment
- ▶ Mar. 1, 2016: Deadline to return executed documents to MRES
- ▶ May 2016: Report to Membership at Annual Meeting
- ▶ June 2016: MRES and WMMPA approve amended agreements
- ▶ Jan. 2, 2017: Amended and Restated Agreements take effect

Amendment Documentation

- ▶ Checklist
- ▶ Cover letter
- ▶ Summary of Amendment Process
- ▶ **Amendment 5, Non S-1 Amendment** (clean execution copies)
- ▶ Markup of current S-1 or Non S-1 Agreement
- ▶ **Amended and Restated S-1 or Non S-1 Agreement, and Schedule A (2017)** (clean execution copies)
- ▶ Template for **Resolution** and **Minutes** approving agreements by governing body (or bodies)
- ▶ Template for **Legal Opinion of City/Utility Attorney**
- ▶ Where applicable:
 - ▶ **Amendment of MISO MIA, Transmission Service Agreement** (clean execution copies)

Questions?

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