

City Council Regular Meeting Agenda
City Council Chambers
December 15, 2014

Page

5:00 p.m. Personnel Committee

1. 5:30 p.m. Call the Meeting to Order at City Hall (Mayor)
2. Persons with Unscheduled Business to Come Before the City Council (Mayor)
3. Review the Consent Agenda: (Mayor)
 - a. Minutes:
 - 3-7 ▪ 12.1.14 City Council Meeting
 - 8-9 ▪ 9.8.14 Planning Commission Meeting
 - 10 ▪ 12.3.14 Safety Committee Minutes
 - 11-13 ▪ 11.17.14 Isthmus Engineering - 2017 MnDOT Road Project
 - b. Applications:
 - 14 ▪ Planning Commission - Mark Schreck
 - 15 ▪ Cigarette License Renewals
 - 15 ▪ Special Use Permit – Dispose septic tank sludge into the Wastewater Facility
 - Vacancies on Boards & Commissions:
 - Park Board – 2
 - Benson Area Tourism Board -- 4
 - Cemetery Board - 1
 - Airport Commission – 2
 - c. Correspondence:
 - 16 ▪ Benson Chamber of Commerce Letter
 - 17-25 ▪ MRES – 2015 S-1 Rate Schedule
 - 26-28 ▪ MRES - Northern Cities Transmission Rate Increase
 - 29 ▪ Pioneerland Bandfest Request
 - 30 ▪ WAPA – Drought Adder Charge
 - d. Overnight Travel: None
- 31-38 4. Shooting Range Update - Benson Sportsman Club
- 39-40 5. MRES – First Amendment to Operations and Maintenance Agreement
- 41-48 6. Civic Center Lease with Case, LLC
- 49 7. Consider Resolution for Current Services Assessments
- 50 8. 2014 Bad Debt List
- 51-72 9. Consider Approving Sale of CIP Bonds
10. 2015 Budget:
 - 73-91 ▪ 2014 Budget Report & Proposed 2015 Budget
 - 92 ▪ Proposed 2015 General Capital Outlay Budget
 - 93 ▪ Resolution Adopting Final 2014 Property Tax Levy Collectible in 2015
 - 94 ▪ Resolution Certifying Final General Operating Budget for Calendar Year 2015

4. Administration Salaries
5. Bills and Warrants
6. City Manager Review
7. Adjourn: Mayor

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
DECEMBER 1, 2014**

The meeting was called to order at 5:30 p.m. by the Mayor. Members present: Paul Kittelson, Mike Fugleberg, Jack Evenson, Stephanie Heinzig & Sue Fitz. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Director of Public Works Dan Gens, Police Chief Ian Hodge, Benson School Superintendent Dennis Laumeyer, and MnDOT Regional Transit Operations Manager Bev Herfindahl.

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

- November 17, 2014 City Council Meeting
- October 23, 2014 EDA Meeting
- October 27, 2014 Swift County-Benson Hospital Minutes
- November 26, 2014 Benson Tourism Board

Wolfington presented correspondence from Charter Communications announcing a rate increase of the TV surcharge from \$5.00 to \$5.25 per month.

CenterPoint Energy also sent a memo noting a rate increase of \$34 per year.

Hodge, Laumeyer and Bev Herfindahl approached the Council. Wolfington explained issues facing the Benson Heartland Express. First he explained because of expansion of the Early Childhood Program, we have more young kids on the bus than before. A second issue is the number of kids riding the bus after school exceeds the number of seats available on the bus. According to Federal Transportation guidelines, standing is allowed on public transportation, but not on a school bus. The third issue is the drivers are dispatching, driving and keeping track of statistics. Last year we had 50,000 passengers riding the buses. One option discussed was either merging with Prairie Five Rides out of Montevideo, or contracting with Prairie Five Rides for dispatching. They have a hands-free system where the dispatcher feeds the drivers their next pick-up or drop off on an electronic tablet. There was discussion on the pros and cons of merging or contracted dispatching.

Mayor Kittelson opened the Truth in Taxation hearing at 6 p.m.

Herfindahl discussed regional systems that have merged, and explained how other small systems are operating. She also stated the State of Minnesota is interested in systems consolidating, and not contracting for dispatching services. Regulations are getting to be daunting and becoming so time consuming it is becoming increasingly more difficult to administer all the changes. The Mayor expressed he is not interested in merging, but possibly contracting for dispatching services. The Council directed staff to look into what it would take to contract for dispatching services with Prairie 5.

Wolfington presented a letter from Moss & Barnett explaining the proposed change in ownership of the cable franchise Charter Communications to New Charter Inc.

Councilmember Fugleberg offered the following Resolution and moved its adoption:

**APPROVING THE PROPOSED TRANSFER OF
THE CABLE FRANCHISE CURRENTLY HELD BY CC VIII OPERATING, LLC
D/B/A CHARTER COMMUNICATIONS
(RESOLUTION NO. 2014-21)**

WHEREAS, CC VIII Operating, LLC d/b/a/Charter Communications (hereinafter referred to as (“Grantee”), currently holds a cable television franchise (“Franchise”) granted by the City of Benson, Minnesota (“City”).

WHEREAS, Grantee owns, operates and maintains a cable television system in the City (“System”) pursuant to the terms of the Franchise.

WHEREAS, on February 12, 2014, Comcast Corporation (“Comcast”) and Time Warner Cable Inc. (“TWC”) entered into an Agreement and Plan of Merger; and

WHEREAS, on April 25, 2014, Charter Communications, Inc., (“Charter”) the parent entity of Grantee and Comcast entered into the Comcast/Charter Transactions Agreement, and pro forma corporate restructuring pursuant to which Charter will merge with and into a wholly owned indirect subsidiary of Charter which will become “New Charter,” which shall become the ultimate parent of Grantee (“Transaction”) and

WHEREAS, the ultimate control of Grantee will not change as a result of this corporate restructuring, and the stockholders of Charter shall become the stockholders of New Charter; and

WHEREAS, on or about August 29, 2014 the City received from Grantee, FCC Form 394 – Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise (“Application”); and

WHEREAS, Federal law and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before December 27, 2014; and

WHEREAS, Section 9.5 of the Franchise requires the City’s advance written consent prior to the Grantee’s change in ownership; and

WHEREAS, as a result of the proposed Transaction Grantee has requested consent from the City to the proposed change in ownership; and

WHEREAS, the City has reviewed the proposed Transaction, and based on information provided by Grantee and Comcast and on the information received by the City, the City has elected to approve the proposed Transaction subject to certain conditions as set forth herein.

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

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and grantee is the lawful holder of the Franchise.
3. The City hereby consents and approves of the proposed Transaction.
4. Grantee will be the lawful holder of the Franchise after completion of the Transaction.
5. The City’s consent to the Transaction shall not serve to waive any rights City may have to hold Grantee liable for any and all liabilities, known and unknown, under the Franchise
6. In the event the proposed Transaction contemplated by the foregoing resolution is not completed, for any reason, the City’s consent shall not be effective.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval and adoption.

Councilmember Evenson seconded the foregoing Resolution and the following vote was recorded: AYES: Kittelson, Heinzig, Fugleberg, Fitz, Evenson. NAYS: None. Thereupon the Mayor declared Resolution 2014-21 duly passed and adopted.

The City Manager informed the Council that staff solicited for fuel bids for the City's fuel needs from December 1, 2014 to December 1, 2016. The following Bids were received:

Glacial Plains Cooperative, Benson

Fuel	Posted Price on November 26, 2014	Discount	Net Price
Unleaded	\$2.74 ⁹	\$.06	\$2.68 ⁹
E85	\$2.28 ⁹	\$.06	\$2.22 ⁹
#1 Diesel (Wintermaster)	\$4.35 ⁹	\$.06	\$4.29 ⁹
#2 Diesel	\$3.84 ⁹	\$.06	\$3.78 ⁹
Premium Diesel	\$3.89 ⁹	\$.06	\$3.83 ⁹

Holiday Stationstores, Benson

Fuel	Posted Price on November 26, 2014	Discount	Net Price
Unleaded	\$2.74 ⁹	\$.07	\$2.67 ⁹
E85			
#1 Diesel			
#2 Diesel			
Premium Diesel			

It was moved by Heinzig, seconded by Evenson and carried unanimously to approve the fuel bid from Glacial Plains Cooperative, Benson.

Wolfington presented a report to the Council from the League of Minnesota Cities Insurance Trust outlining the rates and coverage changes for 2015.

Councilmember Fitz offered the following Resolution and moved its adoption:

**RESOLUTION SETTING ASSESSMENTS FOR WATER AND
SEWER SERVICES RENDERED BY THE CITY OF
BENSON, MINNESOTA FOR 2014 PAYABLE 2015
(RESOLUTION NO. 2014-22)**

BE IT RESOLVED, by the Benson City Council that pursuant to Minnesota Statutes Chapter 444 that the assessment roll for 2014 Sewer and Water Bills as prepared by the City Manager is hereby approved and made a part therefore; and,

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

Account Number, Name & Address	Legal Description & Parcel No.	Sewer	Water	Totals
201-0022-00-01 512 15 th St. N Jim Thorson	RAILWAY 2ND ADDITION LT 8 BLK 3 23-0385-000-01	\$30.63	\$57.44	\$88.07

202-0051-00-13 211 18 th St. N Equity Gateway, LLC	Lots 5 & 6, Block 50 Arthur Thornton Addition 23-0314-000	\$318.50	\$6.36	\$324.86
202-0081-00-03 203 19 th St. N. Becky Mast	S 75 Ft Lt 6, Block 8 Second Park Place 23-1057-000	\$318.50	\$6.36	\$324.86
202-0083-00-04 117 19 th St. N Robert Wilson/Diane Rodi	Alton Hume Addition Lot 1 Block 1 23-0763-000-01	\$152.75	\$89.86	\$242.61
304-0014-00-20 305 17 th St. S Herb Rajewsky	McKinneys 1st Addition Lot 10 Blk 3 23-0423-000-01	\$122.50	\$6.36	\$128.86
304-0047-00-02 1700 Minnesota Ave Earl J. Swartz Trust	Alsaker Addition Lot 13 & E 1/2 Lot 12 Blk 2 23-0774-000-01	\$98.00	\$60.56	\$158.56
402-0032-00-02 309 12 th St. S USDA Rural Development Corp	Railway 1st Addition Lts 31 & 32 Blk 4 23-0359-000-01	\$49.00	\$0.00	\$49.00
403-0054-00-28 601 Church Street Bernard Drivdahl	W 55 Ft Lot 1, Blk 1; W 55 Ft of N 28 Ft Lot 2, Blk 1 Hansen's Addition 23-0751-000-01	\$318.50	\$6.36	\$324.86
TOTALS		\$1,408.38	\$233.30	\$1,641.68

Councilmember Heinzig seconded the foregoing Resolution and the following vote was recorded:
 AYES: Kittelson, Heinzig, Fugleberg, Fitz, Evenson. NAYS: None. Thereupon the Mayor declared
 Resolution 2014-22 duly passed and adopted.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve a Small Cities
 grant payment in the amount of \$3,610.00.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve a Small Cities
 grant payment in the amount of \$33,237.00.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve a Small Cities
 grant payment in the amount of \$5,929.00.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve a Small Cities
 grant payment in the amount of \$5,970.00.

It was moved by Fugleberg, seconded by Evenson and carried unanimously to approve the 2nd
 Reading Amending Special Ordinance 202 An Ordinance Implementing a Gas Energy Franchise Fee on
 Centerpoint Energy Minnesota Gas ("Centerpoint Energy") for Providing Gas Energy Service Within The
 City Of Benson, Minnesota.

Pederson approached the Council with a capital purchase request of a new server. The current
 server is outdated, has been renovated once and currently has 2003 software on it. The server houses the
 City's email, and backs up all our files. After discussion it was moved by Fitz, seconded by Heinzig and
 carried unanimously to approve the purchase of a new server from Morris Electronics in the amount of
 \$13,569.18.

There was a pay request from Central Specialties for 2014 bituminous work . It was moved by
 Evenson, seconded by Fugleberg and carried unanimously to approve the pay request to Central
 Specialties in the amount of \$91,046.14.

Next the City Manager presented the Council with the proposed 2015 General, Utility and Liquor budgets, significant accomplishments from 2014 and goals and objectives for 2015. The Mayor asked if there was anyone with questions on the budget and no one came forward. The Mayor closed the Truth in Taxation hearing at 7:00 p.m.

It was the consensus of the Council to have the first Council meeting of 2015 on January 2, 2015 at 5:30 p.m. in the Council Chambers.

There being no other business, a motion was made by Evenson, seconded by Heinzig and carried unanimously to adjourn the meeting at 7:04 p.m.

Mayor

City Clerk

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**MINUTES - BENSON PLANNING COMMISSION - REGULAR MEETING
SEPTEMBER 8, 2014 AT 12:00 NOON**

Members Present: Sue Fitz, Jerry Johannessen, Ron Laycock, Lyle Popma, Kathy Polzin, Tara Ulmaniec, Mark Schreck

Members Absent: None

Also Present: City Manager Rob Wolfington, Assistant City Attorney Ben Wilcox, Building Official Mike Jacobson, Gary Hartman from Duininck's Concrete, Dan Dripps and Dane Halstead from Heartland Motors.

The meeting was called to order at 12:08 p.m. by Chairman Laycock.

It was moved by Polzin, and seconded by Schreck to approve the July 7, 2014 Planning Commission Minutes. Laycock made a change to the minutes stating he "reviewed" Robert's Rules of Order and did not "read" Robert's Rules of Order. The minutes were approved unanimously as amended.

Public Hearing – Conditional Use Permit for Benson Auto Sales & Quick Lube

The Planning Commission reviewed the Conditional Use permit submitted by Benson Auto Sales & Quick Lube. Wolfington stated we received the application on August 1, 2014, it was published in the Monitor News and notice was sent to property owners within 350' of the property at 1428 Atlantic Avenue. Wolfington also stated he had had no comments from anyone pertaining to this type of business. Dan Dripps from Heartland Motors said would like to have a light service station and used auto sales at this location. They would also like to use this station as a drop off point for people that service their vehicles in Morris. They would take the vehicle to Morris for them, service it and return it to Benson for. Discussion on where and how many cars will be parked on the lot, number of employees, and hours of service were discussed. Fitz noting conditions a-f were met on the application, made a motion to approve the Conditional Use Permit for Benson Auto Sales & Quick Lube, with the condition the parking and signage ordinances are followed. The Motion was seconded by Ulmaniec and carried unanimously.

Duininck's Concrete

Gary Hartman from Duininck's explained they are interested in purchasing property to the north of their cement plant which has an abandoned house on it. However, the property is zoned residential, and Hartman was wondering what the procedure would be to re-zone that property. The purchase is contingent on a zoning change. Hartman said if the lot is obtained, it would be used for aggregate piles, and parking cement trucks. Wilcox said parking trucks in a residentially zoned area is not permitted. Wolfington asked what would be the process to rezone a piece of property. Wilcox explained the process, and that the request to rezone a piece of property can be initiated by the property owner, Planning Commission or the City Council. There was discussion on rezoning one parcel of land, and the possibility of rezoning the entire north end of 13th St. N. Wolfington said there was a meeting with Duininck's and the neighbors to discuss some concerns. Duininck's has made several improvements to their property to keep dust down, fencing has been installed on their property and weed control. Mr. Hartman thanked the Planning Commission.

GTS Land Use Workshop

Ulmaniec gave an update on the land use workshop she and Laycock attended. They both stated it was a very good class. Wolfington asked Ulmaniec if she would do a presentation on land use to the rest of the members, to which she agreed.

Round Table Discussion

Wolffington stated he would be attending a floodplain class, and how the Beggars Waters Act effects flood plain assessment.

Laycock stated he is a member of the Swift County-Benson Hospital Foundation which is working on looking into building an assisted living facility in Benson. There is a lot of planning and funding work to be done. Laycock said Benson falls in the top 20 for a need for an assisted living facility in the state, and believes we are ranked number 7. Work continues to determine the feasibility of the facility.

It was moved by Schreck, seconded by Johannessen and carried unanimously to adjourn the meeting at 1:20 p.m.



Safety Committee Minutes

December 3, 2014

9am

Members Present: Rob Wolfington, Dan Gens, Gary Searcy, John Goulet, Tim O'Connor, Kim Pierce for Ian Hodge and Shawn Wilson and Val Alsaker

Members Absent: Mike Hoffman and Wade Ascheman

Rob introduced Shawn Wilson as the new PeopleServices employee.

Old Business

1. Check lists were turned in from Water, Transit, Line Department and the Power plant with no noted issues. There were no check lists from Streets, Wastewater, Liquor Store or Parks. Tim said he would turn in his check list later today.
2. The Police have not finished their first aid kits. Kim will check into the progress on them.
3. The 2014 Training Schedule was discussed. The final schedule will be distributed by the end of the year.
4. John said the water in the eyewash station in the switchgear building will be switched out this month.

New Business

1. There were 3 incidents to discuss. First was a street department worker who backed into a parked car with the packer while packing black top. Next was a street employee who reinjured his back from a previous on the job injury. Last was a transit driver who slid through a stop sign during the last snow storm.

There being no other items for discussion, the meeting was adjourned at 9:55 am.

Benson Pavement Rehabilitation & ADA Improvements Kick off Meeting

11/17/2014 11:00 AM

In Attendance

Mike Ginnaty, MnDOT
Tom Harper, MnDOT
Justin Knopf, MnDOT
Trudy Kordosky, MnDOT
Keven Meacham, MnDOT
Bridget Miller, MnDOT
Paul Munsterteiger, MnDOT

Tom Pace, MnDOT
Joe Stegmaier, MnDOT
Lori Vanderhider, MnDOT
Dan Gens, City of Benson
Michelle Gerrity, Isthmus Eng.
Avo Toghradjian, Isthmus Eng.

The meeting was led by Avo Toghradjian of Isthmus Engineering who will serve as the project manager with input by Lori Vanderhider, MnDOT project manager.

Roadway Design Elements

- Mill & Overlay (MDR)
Isthmus has received the Draft MDR, Lori Vanderhider will verify if any changes will be made to the document going forward.
- ADA and Sidewalk Improvements
Due to the short period of preparation time between the contract's Notice to Proceed (NTP) and the scheduled field walk coupled with the onset of bad weather, it was agreed the field walk would be moved to the spring. Lori provided some background information completed previously by the District which includes compliant/non-compliant assessments of sidewalks and driveways throughout Benson.
- Additional Design considerations
The following issues/concerns were discussed in regards to the development of the plans:
 - TH 29 South at TH 12 (Minnesota) – Dan Gens shared that although minor improvements have been made in the past, trucks continue to have difficulty making left turns at this intersection. The City may be interested in purchasing property from the former gas station if it would improve traffic movements.
 - Dan also stressed the City's preference that no street parking be removed as part of this project and that the use of radius bump-outs be limited due to the amount of truck traffic through town and their difficulty in maneuvering around them.
 - TH 9 and Atlantic Ave – Bridget Miller stated that a right turn lane was erroneously striped in a previous project that will need to be corrected. Although the turn lane wasn't in the layout, it made it into the plans and now causes operational and safety problems. Will need to investigate whether any loops will need to be relocated. Because the layout previously had municipal consent, there shouldn't be a problem with making the change.

Hydraulic Design

- A Hydraulic Memo will be provided by MnDOT detailing the work to be included in the project. Justin Knopf provided the following overview of the existing system stating in general that there will be more replacement and adjustment on the project than actual hydraulic design.
 - An analysis of the condition of existing structures and lines is currently underway. A large number of existing structures are brick and mortar which leads to the question of whether it's more cost effective to replace these structures rather than try to repair them- particularly in cases where they need to be adjusted to ADA requirements or the mill and overlay itself.
 - It is known that several lines currently aren't functioning. Weather permitting, the City plans to inspect its lines to determine replacement needs.
 - There is a previous agreement to replace a line near the railroad that will be included in the plan.
 - It was agreed that any potential hydraulic work should be determined prior to the field walk and survey so they can be inspected at that time.
- MnDOT standards will be used for all construction on the project including structure and casting types.
- Dan added that the City is primarily looking for catastrophic failures only and not widespread improvements to the system. MnDOT will work with the City to determine what will be done.

Traffic Design

- Signals – There are two signals that will need APS upgrades. It was suggested that an analysis be done to determine whether these signals should be retrofitted/relocated or just replaced altogether. Once the ADA analysis is completed and the level of impact is determined this will be examined.
- Detours – It was agreed that detours for the mill and overlay operations will not be required. Depending on the final hydraulic recommendations, some limited detours may be required for storm sewer operations. Pedestrian detours will need to be addressed in the plan and specs. For clarity, Trudy Kordosky stated that construction would prefer detour plans be included rather than a general detail.

Utility Coordination

- Isthmus will prepare the Utility Coordination Letters but letters will be sent by the District.
- Dan mentioned that the City is scheduled to have all overhead utilities relocated underground in 2017. He's been assured this won't conflict with this project but we should be aware and work to confirm there won't be any overlap of closures.
- The City doesn't anticipate much additional utility work to be included in the plan; potentially a handful of water and sewer service lines.

Quality Management Plan

The Draft QA/QC plan has been submitted for review. Bridgett stressed the importance that the plan be followed; the District is seeing many plan sets with obvious errors and will no longer continue to review plan sets that haven't been through the QA/QC process. Avo assured the group that Isthmus is familiar to the QA/QC process, reviewing several plans for MnDOT CO, and that all submittals will be thoroughly reviewed according to the quality management plan.

Coordination with the City of Benson

- Avo stressed that every effort will be made to keep the City informed and engaged through all stages of the project with a goal of quickly addressing any concerns they may have.
- It was agreed that all coordination between the City and Isthmus will go through Lori.

General Data Needed

- Right of Way Base File
The base file has been received by Isthmus. Keven Meacham added that enough lot pins have not been located to verify some areas, primarily on the west side of TH 29. The District will continue to work on these areas.
- Utility Base File
Lori didn't believe the District had anything available. Dan stated the City could provide an electronic file of their utilities to Isthmus.
- Avo requested that any additional background information available be passed along. The scope mentioned work previously completed by WSN on TH 9, as well as reference to a "safe routes to school" document. Lori stated she will pass along any available information.

Schedule

The following preliminary schedule was agreed upon by the group:

- ADA Field Walk – Early April 2015 (since scheduled on April 14 and April 15, 2015)
- Surveys – Completed by the end of April 2015
- 30% Submittal – June 30, 2015
- 60% Submittal – September 30, 2015
- 90% Submittal – December 31, 2015
- 100% Submittal – January 31, 2016

Action Items

- Lori Vanderhider will confirm the status of the MDR.
- Dan Gens will forward the City's Utility base file to Isthmus Engineering.

CITY OF BENSON
APPLICATION FOR APPOINTMENT TO CITY BOARDS OR COMMISSIONS

Dear Applicant:

We welcome you as an applicant for one of the City's boards or commissions. These groups play a very important role in Benson City Government. These boards and commissions serve as advisory bodies to the Benson City Council. They provide information and recommendations to the City Council so the Council can make sound decisions regarding issues and policy matters.

Please fill out the information requested below. You are encouraged to attach any additional information which you believe qualifies you for appointment to the board or commission you have selected.

.....
BOARD OR COMMISSION PREFERENCE:

- | | |
|---|--|
| <input type="checkbox"/> Airport Advisory Commission | <input type="checkbox"/> Housing & Redevelopment Authority |
| <input type="checkbox"/> Benson Area Tourism Board | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Cemetery Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Economic Development Authority | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Hospital Board | <input type="checkbox"/> Utilities Board |

RETURN APPLICATION TO:

Office of the City Manager
City of Benson
1410 Kansas Avenue
Benson, MN 56215
Telephone: 320-843-4775
Date Received: 1/1

PERSONAL INFORMATION:

Name MARC SCHRECK Address 707 19th St. South

Telephone: Home 843-4126 Business 847-7561 Zip 56215

How long have you been a resident of Benson? 40

Have you served previously on any of Benson's boards or commission? YES NO

Have you served previously on any city board/commission in any other community? YES NO

Are any members of your immediate family in the same household presently employed by the City of Benson or serving on any of the City's boards or commissions? YES NO

Occupation: Head Body Repair Name of Employer: Benson Body Shop

I am a member of the following civic organizations: Benson Fire Dept.

LICENSE RENEWALS FOR 2015

Cigarette License

1. Benson Food Shop
2. Darold's Super Valu
3. Do-Mats Family Foods
4. Holiday Stationstores, Inc.
5. Family Dollar Inc.
6. Glacial Plains Cooperative

Special Use Permit to Allow Disposing of Septic Tank Sludge and Holding Tank Sewage into Wastewater Facility

1. Slaughter's Plumbing & Septic Service LLC
2. Tostenson Septic, LLC

Val Alsaker

From: Rob Wolfington
Sent: Tuesday, December 09, 2014 7:17 AM
To: Val Alsaker
Subject: Fwd: IMPORTANT NOTIFICATION - Benson Area Chamber of Commerce

Please include under correspondence at cc mtg

Rob Wolfington
City Manager
Benson, MN

Direct: 320.843.5448
Cell: 320.808.0884

Begin forwarded message:

For those of you who do not know me, my name is Kristie Haefner. I am the Human Resources Manager at the CNHi (Case) Manufacturing Plant in Benson and also your acting Chamber President.

Until now the Chamber has remained silent as we ourselves are a little unsure of what the fate of the Benson Area Chamber of Commerce will be. There has been a lot of speculation out there about the status of the Chamber and I assure you that at this point in time we are going to continue to do all that we can to keep the Chamber open.

Next year is going to result in a transformation of the Chamber along with a change in focus as we find a new direction that will best serve the local businesses and Benson community. Right now we are exploring different options that have recently become available to us and we ask that you continue to support the Chamber through this challenging time.

We believe that great things will happen in the future and we ask for your patience as we figure out what it will ultimately look like. We have a positive outlook and feel that the Chamber will be able to provide value added services to all businesses in the Benson community. Again, this won't happen overnight and we ask that you continue to stand behind us as we work through the details.

Your 2015 Membership Packets will be mailed out next week, so please watch for them. Some of you have already sent in your 2015 membership dues. Thank you and we truly appreciate your support! Without your financial contribution the Chamber may unfortunately have no choice but to close the doors.

One final note. The terms for some of our Board Members are coming to a close in January 2015 and we are looking for volunteers to join our team. This is an opportunity to join the Chamber at an exciting time as we will be creating a new vision and direction. If you are interested in being a part of the NEW Benson Area Chamber, please contact me.

Please direct any questions you may have to me.

320-843-5508 (office)



Thank You!

Kristie Haefner

Human Resources Manager
People Development Pillar Leader
Office 320-843-5508

CASE II
Benson, MN



3724 West Avera Drive
PO Box 88920
Sioux Falls, SD 57109-8920
Telephone: 605.338.4042
Fax: 605.978.9360
www.mrenergy.com

November 26, 2014

Robert Wolfington
Benson Municipal Utilities
1410 Kansas Ave
Benson, MN 56215

RE: Official Notice of January 1, 2015 S-1 Rates

Dear Robert:

Enclosed is a revised S-1 Rate Schedule (Schedule C) to the S-1 Power Sale Agreement (S-1 Agreement). The average rate for all S-1 members is projected to be approximately 63.7 mills in 2015, a 5 mill increase from the projected 58.7 mill 2014 average rate. The change in the average S-1 rate for each member will vary based on their unique characteristics, such as seasonal and annual load factor and if located in the Midcontinent Independent System Operator (MISO) footprint.

As discussed at the recently completed area meetings, the primary reasons for the 2015 rate increase are to pay interest during construction for the Red Rock Hydroelectric Project from current rates, higher purchased power expense due to an extended planned outage at the Laramie River Station (LRS) and higher operations and maintenance costs at LRS.

The S-1 rates effective January 1, 2015, and the current rates are:

	<u>Rates effective 01/01/2015</u>	<u>Current Rates</u>
Supplemental Power Demand during June, July, and August (per kilowatt)	\$20.75	\$19.50
Supplemental Power Demand during January, February, and December (per kilowatt)	\$15.75	\$15.00
Supplemental Power Demand during all other months (per kilowatt)	\$ 9.75	\$ 9.00
Energy for Supplemental Power (mills per kilowatt-hour)	30.5	28.0
PCA Base (mills per kilowatt-hour)	30.8	26.6
Transmission Charge for Supplemental Power Deliveries (per kilowatt)	\$ 3.25	\$ 3.00
IS Factor for Members in the MISO footprint	89.8%	89.8%
IS Factor for Members not in the MISO footprint	100%	100%
Transmission Charge for Member-Owned Renewable Resource Generation (per kilowatt)	\$ 3.25	\$ 3.00
Transmission Charge for Other Retail Generation (per kilowatt)	\$ 3.25	\$ 3.00

The attached Schedule C includes the standby rate for retail customer-owned generation. Any member that has a retail customer with internal generation in excess of 5 megawatts should review

Schedule C to determine whether to nominate any portion of the retail generation for the nominated standby demand rate.

The attached Schedule C fulfills the requirements of Section 6 of the S-1 Agreement, and supersedes any previously issued S-1 Schedule C.

Also enclosed is an updated Schedule A, which lists the Missouri River Energy Services (MRES) power supply energy acquisition points.

If you have any questions regarding the enclosed information, please call Bill Radio or Merlin Sawyer at 800-678-4042.

Sincerely,

A handwritten signature in black ink that reads "Tom". The signature is written in a cursive, slightly slanted style.

Thomas J. Heller, P.E., MBA
Chief Executive Officer

Enclosures

**MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES
POWER SALE AGREEMENT (S-1 AGREEMENT)
SCHEDULE C
S-1 RATES**

All Defined Terms used herein shall be the same as in the S-1 Agreement.

1. APPLICABILITY

This Schedule C is applicable to electric capacity and energy for all requirements of any municipality for municipality use, redistribution and resale over and above electric power and energy available from the U.S. Department of Energy's Western Area Power Administration (WAPA) ("Supplemental Power") and delivery of such electric capacity and energy from an Energy Acquisition Point to a municipality's Delivery Point set forth in Schedule B ("Supplemental Power Delivery").

2. AVAILABILITY

This Schedule C is applicable to any municipality purchasing from Missouri River Energy Services (MRES) under the terms of the Power Sale Agreement (S-1 Agreement) and any other Power Sale Agreements expressly incorporating this Schedule C.

3. CHARACTER OF SERVICE

Electric power and energy furnished under this Schedule C at one or more Energy Acquisition Point(s) as set forth in Schedule A to the S-1 Agreement shall be alternating current, sixty hertz, three phase.

4. MONTHLY RATES FOR SUPPLEMENTAL POWER AND SUPPLEMENTAL POWER DELIVERY

SUPPLEMENTAL POWER

For electric capacity and energy furnished hereunder as Supplemental Power pursuant to Section 2 of the S-1 Agreement, the monthly charges shall be determined as follows:

Demand Charge for Supplemental Power:

Summer Season (June, July and August):

\$20.75 per kilowatt of Supplemental Power Demand as determined in Section 10 below.

Winter Season (January, February and December):

\$15.75 per kilowatt of Supplemental Power Demand as determined in Section 10 below.

All Other Months (March, April, May, September, October and November):

\$9.75 per kilowatt of Supplemental Power Demand as determined in Section 10 below.

Energy Charge for Supplemental Power:

\$0.0305 per kilowatt-hour Supplemental Power Energy as determined in Section 10 below.

SUPPLEMENTAL POWER DELIVERY

The monthly transmission charge for Supplemental Power Delivery shall be determined as follows: \$3.25 per kilowatt of Supplemental Power Demand as determined in Section 10 below times the IS Factor in Section 11 below.

OPTIONAL GREEN POWER PROGRAM

There shall be an additional charge of \$1.50 for each 100 kilowatt-hour block sold to Municipalities under the optional Green Power Program.

5. SUPPLEMENTAL POWER COST ADJUSTMENT (PCA)

The base variable production and purchased power cost (VC) included in the Supplemental Power Energy Charge is \$0.0288 per kilowatt-hour. Six-Month VC (SMVC), for the purposes of this section, is defined as the actual average VC of energy produced and purchased for its members for the preceding six-month period. If the SMVC is greater than \$0.0308, the SMVC less \$0.0308 times the number of kilowatt-hours for the most recent month will be added to the S-1 bill.

The VC for purposes of this adjustment shall include:

- (a) The variable production costs of the generating plants owned by the Western Minnesota Municipal Power Agency (Western Minnesota) to meet MRES member power sales requirements; and
- (b) The cost of power and energy purchased by MRES or Western Minnesota from other power suppliers to meet member power sales requirements.

6. MEMBER-OWNED RENEWABLE RESOURCE GENERATION

If MRES has executed a contract with the Municipality requiring MRES to purchase the output from the Municipality's renewable resource generator and to resell the output to the Municipality under this S-1 Agreement as part of the Municipality's Supplemental Power (Member Renewable Resource Agreement), the charges for that generation shall be:

- (a) an additional energy charge, which is the product of the number of kilowatt-hours of energy purchased by MRES under the Member Renewable Resource Agreement during the current billing period, and the difference between the cost of energy per kilowatt-hour purchased by MRES under the Member Renewable Resource Agreement during the current billing period and the Energy Charge in Section 4 of this Schedule C.
- (b) \$3.25 per kilowatt of the demand output of the renewable resource generator at the time of the Municipality's peak supplemental demand.

7. RETAIL CUSTOMER-OWNED GENERATION

RETAIL GENERATION STANDBY RATES:

Applicability:

This rate is applicable to each Municipality which has a retail customer with internal generation exceeding 5 MW, whether from one or multiple generation units. In the event a Municipality has a retail customer with internal generation exceeding 5 MW, such generation shall be separately metered. Municipality is responsible for installing metering equipment.

Demand:

If a Municipality so chooses, it may nominate all or a portion of the qualifying retail generation for the Nominated Standby Demand Rate (as defined below). In such event, the Municipality will be charged the amount of generation nominated times the Nominated Standby Demand Rate on a monthly basis. A Municipality may make such nomination at the time the retail generation goes on-line and may change the nomination amount once per year in years subsequent to the initial nomination. Municipality is allowed to change the nomination annually. Any changes to the nomination will be effective on December 31 and MRES must be provided at least 30 days written notice of any change; provided however that if a nomination change is made during an Excess Standby Demand Rate period as described below, such nomination shall not take effect until the expiration of such Excess Standby Demand Rate period.

If the generation of a retail customer exceeding 5 MW of internal generation is not in service, whether planned or unplanned (out-of-service-event), the Municipality shall pay the following demand charge to replace such customer's generation measured as of the time of the Municipality's peak supplemental demand:

In the event the Municipality nominated internal customer generation as described above, and such nomination level exceeds the demand required as a result of the out-of-service event, there shall be no charge in addition to the Nominated Standby Demand Rate.

In the event the Municipality elected not to nominate internal customer generation, or nominated an amount less than the demand required due to the out-of-service event, the Municipality shall pay the Excess Standby Demand Rate (as defined below) on demand exceeding the nominated generation (or all demand if no generation was nominated) for the month of the out-of-service event and each of the succeeding 11 months (the Excess Standby Demand Rate period).

Nominated Standby Demand Rate: \$5.00 per kW/month times the amount of retail customer qualifying generation nominated by the Municipality.

Excess Standby Demand Rate: The supplemental power demand rate in effect under Section 4 for the month of the out-of-service event plus the supplemental power delivery rate in effect under Section 4. If there is another out-of-service event during the Excess Standby Demand Rate period, the Municipality will be charged the higher of the Excess Standby Demand Rate applicable to the initial out-of-service event and the Excess Standby Demand Rate applicable to the subsequent out-of-service event.

Each retail generation out-of-service event begins a new 12 month Excess Standby Demand Rate period, commencing the month of the out-of-service event.

Energy:

Standby Energy Rate: Energy purchased by the Municipality during an out-of-service event to replace retail customer generation meeting the applicability requirements under this section will be the higher of the supplemental energy rate under Section 4 or 125% of the day-ahead Locational Marginal Price (LMP) on the dates of such purchases.

OTHER RETAIL GENERATION RATES:

If MRES incurs a transmission charge from WAPA or the Southwest Power Pool (SPP) for generation of any retail customer (irrespective of size) of a Municipality purchasing demand and energy from MRES under the S-1 Agreement and the Municipality has not been charged the Excess Standby Demand Rate, the charges for that generation shall be:

(a) \$3.25 per kilowatt of the demand output of the retail generator at the time of the Municipality's peak supplemental demand.

8. TAX ADJUSTMENT CLAUSE

In the event of the imposition of any tax or charge for payment in lieu of tax, by any lawful authority on the production, transmission, or sale of electric power and energy sold by MRES, the charges hereunder may be increased to pass on to the Municipality its share of such tax or payment in lieu thereof.

9. LATE PAYMENT CHARGE

A charge of 5 percent (5%) may be imposed on the unpaid balance of any amount due and owing after the date when such amount is due.

10. BILLING MEASUREMENT

The metered demand in kilowatts shall be the highest 30-minute integrated demand (or corrected to a 30-minute basis in the event 15-minute demand registers are installed) measured during the billing period (with metering reading adjustments, if any, as provided for in Schedule A of the S-1 Agreement). The billing measurements for Supplemental Power electric service furnished hereunder shall be determined as follows:

Supplemental Power Demand = TD-WD

Supplemental Power Energy = TE-WE

TD – Shall be defined as the total demand for the current billing period determined on a basis in accordance with the contract in effect between the Municipality and WAPA pursuant to which WAPA sells the Municipality electric power and energy (WAPA Contract).

TE – Shall be defined as the total energy delivered during the billing period determined on a basis in accordance with the WAPA Contract.

WD – Shall be defined as the amount of demand delivered to the Municipality by WAPA.

WE – Shall be defined as the amount of energy delivered to the Municipality by WAPA.

11. IS FACTOR

The IS Factor is equal to the percentage of the Supplemental Power provided by MRES to the Municipality from electric capacity and energy obtained at Energy Acquisition Points interconnected directly with the IS and deemed to flow over the IS divided by all Supplemental Power billed to the Municipality. The IS factor shall be:

- (a) 89.8 percent for all municipalities purchasing Supplemental Power under the S-1 Agreement and located within the MISO Footprint. The MISO Footprint shall mean the area in which the MISO is responsible for providing transmission service.
- (b) 100 percent for all other municipalities purchasing Supplemental Power under the S-1 Agreement.

12. BILLING PERIOD

The MRES billing period shall be established to coincide with the meter reading schedules of WAPA.

Effective: First day of the January 2015 billing period.

Approved

October 16, 2014: Board of Directors
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

Issued by: Thomas J. Heller, Chief Executive Officer
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES
POWER SALE AGREEMENT (S-1)
SCHEDULE A

ENERGY ACQUISITION POINTS

Resource	Est. Summer Rating	Est. Winter Rating	Point of Receipt	Delivery Party and Voltage
Missouri Basin Power Project (MBPP), Laramie River Generating Station (East Unit)	281.64 MW	281.64 MW	Where the MBPP Stegall 230 kV Transmission Line is attached to Western Area Power Administration's (WAPA) 230 kV Stegall Substation and where Nebraska Public Power District's (NPPD) 345 kV Transmission line is attached to WAPA's 345 kV Grand Island Substation.	Western Minnesota Municipal Power Agency (WMMPA) – 230 kV at Stegall NPPD – 345 kV at Grand Island
Exira Power Station	140 MW	140 MW	Where the 161 kV facilities of WMMPA connect with the 161 kV facilities of WAPA in WAPA's Exira Substation.	WMMPA – 161 kV
Watertown Power Plant	47.7 MW	59.2 MW	Where the 115 kV facilities of the City of Watertown, leased to WMMPA, are connected to the 115 kV facilities of WAPA in WAPA's Watertown Substation.	WMMPA – 115 kV
Point Beach Power Purchase Agreement	33 MW	33 MW	WAPA/Midcontinent Independent System Operator interface (WAUE)	MISO Market
Marshall Wind Generation	18.7 MW	18.7 MW	Where the facilities of Xcel Energy connect with the facilities of WAPA at WAPA's Granite Falls Substation and Xcel's Split Rock Substation.	Xcel Energy – 345 kV & 230 kV & 115 kV
Odin Wind Generation	20 MW	20 MW	Where the facilities of International Transmission Company Midwest (ITC-MW) and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW – 161 kV & 69 kV
Rugby Wind Generation	40 MW	40 MW	Where the facilities of Otter Tail Power Company (OTP) connect with the facilities of WAPA at WAPA's Morris and Granite Falls Substations.	OTP – 230 kV & 115 kV
Hancock County Wind Energy Center	3.3 MW	3.3 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	MEC – 345 kV & 161 kV
Pella Diesel Generation	25.4 MW	25.4 MW	Where the facilities of MEC connect with the facilities of WAPA at WAPA's Sioux City and Creston Substations.	MEC – 345 kV & 161 kV

Resource	Est. Summer Rating	Est. Winter Rating	Point of Receipt	Delivery Party and Voltage
Denison #1 Generation	1.8 MW	1.8 MW	Where the 69-kV facilities of the City of Denison connect with the 69-kV facilities of WAPA in WAPA's Denison Substation.	City of Denison – 69 kV
Fort Pierre #1-3 Generation	6.1 MW	6.1 MW	Where the 115 kV facilities of the City of Fort Pierre are connected with the 115kV facilities of Heartland Consumers Power District (HCPD)/ WMMPA at HCPD/WMMPA's Irv Simmons Substation.	City of Fort Pierre –115 kV
Luverne #4C Generation	3.5 MW	3.5 MW	Where the 230 kV facilities of L&O Power Coop. (L&O) interconnect with the 230 kV facilities of WAPA in L&O's Pahoja Substation.	L&O – 230 kV
Marshall #6 Generation	15.7 MW	18.0 MW	Where the facilities of Xcel Energy connect with the facilities of WAPA at WAPA's Granite Falls Substation and Xcel's Split Rock Substation.	Xcel Energy – 345 kV & 230 kV & 115 kV
Melrose #2-5 Generation	8.5 MW	8.5 MW	Where the facilities of Xcel Energy connect with the facilities of WAPA at WAPA's Granite Falls Substation and Xcel's Split Rock Substation.	Xcel Energy – 345 kV & 230 kV & 115 kV
Moorhead Diesel Generation Units #1-#5	10.3 MW	10.3 MW	Where the City of Moorhead's 230 kV facilities in the Moorhead Substation connect with WAPA's Fargo to Morris 230 kV transmission line and where the 115 kV facilities of the City of Moorhead connect to the 115 kV facilities of WAPA in WAPA's Fargo Substation.	City of Moorhead – 230 kV & 115 kV
Adrian #1 Generation	2.0 MW	2.0 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW – 161 kV & 69 kV
Lakefield #5-6 Generation	3.0 MW	3.0 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW – 161 kV & 69 kV
Lake Park #1-2 Generation	4.0 MW	4.0 MW	Where the 69 kV facilities of L&O interconnect with the 69 kV facilities of WAPA in WAPA's Spencer Substation.	L&O – 69 kV
Westbrook #1 Generation	2.1 MW	2.1 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW – 161 kV & 69 kV
Worthington #1-7 Generation	14.0 MW	14.0 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW – 161 kV & 69 kV
Worthington #1 & #4-6; WPPI #2 & 3 Wind Generation	5.5 MW	5.5 MW	Where the facilities of ITC-MW and WAPA connect at ITC-MW's Anita and WAPA's Creston Substations.	ITC-MW –161 kV & 69 kV
St. James #6-11 Generation	12.0 MW	12.0 MW	Where the facilities of Xcel Energy connect with the facilities of WAPA at WAPA's Granite Falls and Split Rock Substations.	Xcel Energy – 345 kV & 230 kV & 115 kV

Resource	Est. Summer Rating	Est. Winter Rating	Point of Receipt	Delivery Party and Voltage
Benson #5-11 Generation	10 MW	10 MW	Where the facilities of OTP connect with the facilities of WAPA at WAPA's Morris and Granite Falls Substations.	OTP – 230 kV & 115 kV
Detroit Lakes #1 Generation	9.6 MW	10.6 MW	Where the facilities of OTP connect with the facilities of WAPA at WAPA's Morris and Granite Falls Substations.	OTP – 230 kV & 115 kV
Hillsboro #1-2 Generation	4.0 MW	4.0 MW	Where the facilities of OTP connect with the facilities of WAPA at WAPA's Morris and Granite Falls Substations.	OTP – 230 kV & 115 kV
Midcontinent Independent Transmission System Operator (MISO) Market Purchases	As needed	As needed	WAPA/Midcontinent Independent System Operator interface (SPP / WAUE)	MISO Market
Southwest Power Pool Market Purchases	As needed	As needed	WAPA/Southwest Power Pool interface (WAUE)	SPP Market
Updated as of November 24, 2014				



3724 West Avera Drive
PO Box 88920
Sioux Falls, SD 57109-8920
Telephone: 605.338.4042
Fax: 605.978.9360
www.mrenergy.com

November 26, 2014

Robert Wolfington
Benson Municipal Utilities
1410 Kansas Ave
Benson, MN 56215

RE: Northern Cities Group Transmission Rate Increase

Dear Robert,

The Missouri River Energy Services (MRES) Board of Directors recently approved the 2015 budget and rates. Enclosed is the Rate Schedule (Schedule B) for the Northern Cities Group Transmission Service Agreement (NCGTSA). This rate schedule is effective beginning with the January 2015 billing period.

The 2015 NCGTSA rate will be \$3.75 compared to the \$3.40 rate paid in 2014 under the Integrated System Transmission Service Agreement. The higher rate is primarily due to the increased costs from MISO. Even with this rate increase, it is projected that expenses will exceed revenue by approximately \$800,000. Reserve funds accumulated in prior years will make up the projected revenue shortfall.

This letter is provided to you in accordance with Section 8.5 of the NCGTSA. If you have any questions regarding the enclosed information, please call me at 800-678-4042.

Sincerely,

A handwritten signature in black ink that reads "Tom".

Thomas J. Heller, P.E., MBA
Chief Executive Officer

Enclosures

SCHEDULE B

NORTHERN CITIES GROUP TRANSMISSION SERVICE AGREEMENT RATE SCHEDULE

All Defined Terms used herein shall be the same as in the Northern Cities Group Transmission Service Agreement.

1. APPLICABILITY

Electric Transmission Service to the Municipality.

2. AVAILABILITY

This Schedule B is available to any Municipality purchasing transmission service from the Agency under terms of the Northern Cities Group Transmission Service Agreement.

3. CHARACTER OF SERVICE

Transmission Service furnished or made available under this Schedule B shall be between the Receipt Points into the Integrated Transmission System and Points of Delivery shown on Schedule A for three-phase, sixty-hertz alternating current at the voltages shown.

4. MONTHLY RATE

For transmission service furnished or made available hereunder pursuant to Section 8 of the Northern Cities Group Transmission Service Agreement, the monthly demand charge shall be \$3.75 times the Municipality's Monthly Peak Demand in kilowatts, but in an amount not less than 90 percent of the Municipality's Monthly Peak Demand during the preceding 11 months "Monthly Peak Demand" shall be the greatest rate at which energy is delivered by Missouri River Energy Services to the Municipality during an interval of 30 consecutive minutes occurring during the billing period.

5. TAX ADJUSTMENT CLAUSE

In the event of the imposition of any tax or payment in lieu thereof, by any lawful authority on the production, transmission, or sale of electric power and energy, the charges hereunder may be increased to pass on to the Municipality its share of such tax or payment in lieu thereof.

6. LATE PAYMENT CHARGE

A charge of five percent (5%) may be imposed on the unpaid balance of any amount due and owing after the date when such amount is due.

7. BILLING MEASUREMENT

The total demand in kilowatts shall be the highest 30-minute integrated demand for the Municipality's total electric requirements measured during the billing period. When electricity is measured at more than one Point of Measurement, the total demand shall be determined by

combining the maximum recorded integrated demand at each Point of Measurement during the same 30-minute interval.

8. VOLTAGE DISCOUNT

Any Municipality with a 115 kV Delivery Point (as defined in Schedule A) shall receive a 5.75 percent discount on charges calculated pursuant to Section 4 of this rate schedule to that 115 kV Delivery Point.

9. BILLING PERIOD

The Agency's billing period shall be established to coincide with the meter reading schedules of the Western Area Power Administration.

Effective: First day of the January 2015 billing period.

Approved
October 16, 2014: Board of Directors
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

Issued by: Thomas J. Heller, Chief Executive Officer
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

To: Rob Wolfington, Benson City Manager
From: Pioneerland Band Festival Committee
RE: Fund Request
Date: January 2, 2015

Rob,

The Pioneerland Band Festival Committee is requesting operating funds for the 2015 parade. The parade will be held on Sunday, June 14th beginning at 6:30pm. We plan to seek donations from local businesses as well as residents to fund the parade. We are requesting the Benson City Tourism Board consider contributing to this event in the amount of \$3,500.

Thank you for your consideration of this request.

Respectfully submitted,

Brock Duncan,
PBF Committee



Department of Energy
 Western Area Power Administration
 Upper Great Plains Customer Service Region
 P.O. Box 35800
 Billings, MT 59107-5800

DEC 09 2014

B6101.BL

Dear Firm Power Customer:

Enclosed is the *Federal Register* notice (FRN) published December 8, 2014 (Volume 79, FR No.235, pages 72670-72677). The FRN gives notice that Rate Order No. WAPA-166 was approved by the Deputy Secretary, United States Department of Energy. The Rate Order approves the provisional rates for Firm Power and Firm Peaking Power set forth in the Pick-Sloan Missouri Basin Program--Eastern Division Rate Schedules P-SED-F12 and P-SED-FP12, effective January 1, 2015 through December 31, 2019, or until superseded by another rate schedule.

Western did not propose a change to the overall rates. The firm power service rate under P-SED-F12 remains \$7.65/kilowattmonth for capacity and 19.05 mills/kilowatthour for energy. The Firm Peaking Service rate under P-SED-FP12 remains \$6.90/kilowattmonth for capacity and 19.05 mills/kilowatthour for energy. Western did true up the Base and Drought Adder charge components in the rate process. The updated components are identified in Table 1 below and described in more detail in the enclosed FRN.

Table 1 - Summary of P-SMBP--ED Charge Components

	Charges Under Rate Schedules P-SED-F12/ P-SED-FP12		
	Base Component	Drought Adder Component	Total Charge
Firm Capacity (\$/kWmonth)	\$4.90	\$2.75	\$7.65
Firm Energy (mills/kWh)	12.33	6.72	19.05
Firm Peaking Capacity (\$/kWmonth)	\$4.45	\$2.45	\$6.90
Firm Peaking Energy (mills/kWh)	12.26	6.79	19.05

This letter and enclosed FRN serve as Western's fall notification of change to the Drought Adder component of the rate effective January 1, 2015, as required under the current annual review process. If you have any questions, please telephone Linda Cady-Hoffman at (406) 255-2920.

Sincerely,

Jody S. Sundsted
 Vice President of Power Marketing
 for Upper Great Plains Region

Enclosure

Amended 12/04/214

BENSON SPORTSMAN'S CLUB

BYLAWS AND ARTICLES OF INCORPORATION

ARTICLE – NAME AND LOCATION

1-a The name of this organization shall be Benson Sportsman's Club, Inc. referred to as "BSC" or the Club. It is a private, non-profit 501 (c) (4) Corporation. BSC shall be one Club. All assets shall be under the sole ownership of BSC. The Principal Corporate Office shall be located at:

Benson Sportsman's Club
C/O Ian D. Hodge
704 17th St. South
Benson, MN 56215

Article 2 - Purpose and Rights

2-a The purpose of this Club is to: Organize shooting sports among its members and citizens residing in our community; to promote education of and encouragement for organized rifle, Archery, pistol and shotgun sports; to encourage good citizenship, good sportsmanship, self-discipline, team play; to improve the safe handling and proper care of firearms; to promote marksmanship and competitive shooting and to uphold the Constitution of the United States of America, with special emphasis placed upon those Rights listed in the Second Amendment.

2-2 Rights. All rights, privileges and benefits shall be equally available to all Club members. All rules, regulations, bylaws and directives shall be equally applied to all

Club members. Every member shall be entitled to one vote; the right to vote on any issue brought before the Membership; and the right to clear, timely notification of important voting issues.

2-3 In addition, BSC shall periodically organize and facilitate formal shooting sports including Trap, Skeet, Archery, Rifle, Pistol and Sporting Clay Events.

2-4 BSC will comply and operate as pertained under MN Statute 87A.

Article 3 - Board of Directors

3-1 Composition: The Board of Directors, hereafter referred to as "The Board," shall consist of 6 elected members. The Board shall consist of the President, Vice President, Treasurer, Secretary, Sgt. at Arms, and Sgt. at Large.

3-2 Authority: The Board shall govern and be responsible for the management, business affairs, and property of The Benson Sportsman's Club. The Board shall fill the positions of elected and appointed officers. Board members as stipulated in these bylaws, and shall have the full power to, or require to be done, everything necessary and expedient for the promotion, protection, and the welfare of the Benson Sportsman's Club.

Article 4

Officer Duties and Responsibilities

4-1 The President shall be the chief executive officer of the Benson Sportsman's Club, and, as such, determines that all orders and resolutions of the Board are implemented. With the approval of the Board, shall sign and deliver in the name of the corporation those mortgages, bonds and deeds pertaining to the operation of the corporation. The President shall suspend Board Members for conduct considered unlawful or inappropriate with the counsel of at least two Board members. The circumstances are reviewed with the entire Board before any action is finalized.

- 4-2** *Vice President* by request, absence, or disability of the President the Vice-President shall perform the duties of the President. The Vice President is responsible for monitoring BSC various shooting committees. This includes insuring the committees are staffed, and they are communicating with each other. The Vice President also is responsible for issuance of Membership cards and keys to Regular Members once approved.
- 4-3** The Secretary is responsible for documenting all Board meetings. In addition, he or she shall periodically review with the Board the minutes of each meeting. The secretary also maintains a current list of regular members in good standing. The Secretary serves as the organizations archivist concerning all official Benson Sportsman's Club documents.
- 4-4** The Treasurer functions as the organization's chief financial analyst. The treasurer reports to the Board monthly BSC'S *profit and loss* position. Chairs the organization's capital improvement committee. The treasurer maintains bills of the BSC and issues checks to its designees. An Annual Financial Year End report shall be prepared by the outgoing Treasurer within 30 days after the close of the Club's fiscal year.
- 4-5** The Sergeant at Arms shall be responsible for the oversight of governing of all meetings. The Sergeant at Arms shall call all meetings to order.
- 4-6** The Sgt. at Large shall attend and represent the board in conjunction with the President, or other appointed board member all meetings involving business outside of Board meetings. The Sgt. at Large shall represent the interest of the members and insure the wise use of Benson Sportsman's Club assets.
- 4-7** **Tenure:** All Board positions are two year terms. However, in order to insure continuity, approximately one half of the Board is elected each year.

4-8 Resignation: A board member may resign at any time by providing the President written notification. The president will nominate a candidate or candidates to fill any Board vacancies. The Candidate(s) will be elected by two-thirds vote of the entire board. The newly appointed Board member does not begin a new _____ term, but completes the term of the individual replaced.

4-9 Dismissal: A director may be removed by two-thirds (2/3) vote of the remaining Board membership. Such action is taken when a Board member's behavior has been disruptive to the harmony of the club. In addition, a Board member shall be considered for dismissal if they do not attend a minimum of six (6) scheduled meetings in the period January through December..

Article 5 - Membership

5-1 Membership is open to any person legally in the United States who is at least eighteen (18) years old, who may legally own a firearm, and has never been convicted of a crime of violence, may become a member of BSC after meeting the requirements below. Family members, under the age of 18, may participate in Club activities under the direct supervision of parents, guardians or other adult Club members. Membership in the National Rifle Association is highly encouraged.

Membership Classification

- (a)** Regular Member- Original applicants whose dues and assessments are current. The Regular member will be allowed full access to the Club, voting rights, and the opportunity to serve as a Club officer.
- (b)** Associate Member: the immediate family who resides within the same domicile – husband, wife, and children or custodial children under the age of 18. Associate Members; Family members under the age of 18 will be allowed access to the Club only under the direct supervision of the regular member, guardians, or other adult Club members
- (c)** Honorary Member: An honorary member is a regular or associate member who, in the view of the board of Directors, has made significant contributions to the vitality and success of BSC for a period of one year.

- (d)** BSC is a private Club. Guests are welcome to watch or participate in BSC calendar and website scheduled events. To participate in nationally recognized registered shoots such as the MSAA, NFAA, MSHSL, ATA, NSSA, or IDPA. Guests must be a current card carrying member of that organization. Members may bring One guest excluding Associate Members in order to introduce and recruit them for membership. During any visit, guests are the member's responsibility. They must abide by the rules of the Club as the member does. Member's guests shoot with the member and cannot shoot on a different range unless under the supervision of a shoot director or another club member. Guests arrive when the member arrives and they leave when the member leaves. They are not allowed access to the Club without the club member being present. Guests must have adequate eye and ear protection. Requests for an exception to the policy will be directed to the President for a decision.

5-2 An applicant must submit a complete Club application with the required dues to a BOD member or mail to the BSC Corporate Office. The application will be screened, approved or denied by A BOD Officer. The President or Vice President shall provide a monthly report to the Treasurer detailing all membership transactions including renewals. The Secretary will maintain a list of current members. If rejected by the Membership, the President will notify the applicant and all dues paid will be refunded. A copy of membership roster and application shall be kept on hand

5-3 Any regular member can nominate an individual for honorary member status by submitting a proposal in writing to a BOD member.

5-4 Suspension or Termination of Membership. The BOD may temporarily suspend and/or recommend termination of any member who willfully falsifies a Club application, violates any Club bylaw, range rules, safety regulation, policy, non-payment of dues, or who misappropriates BSC funds or property. The BOD may suspend a member for a period not to exceed sixty (60) days pending the complete investigation.

(a) Any Club member that witnesses any such action shall notify a BOD member immediately. Charges against any officer, EBM, or member may be submitted by any Club member in good standing. Charges shall be filed with the BOD, who will hear the charge at their monthly meeting. The Secretary, or acting Secretary, will give notice to the accuser and to the accused. At that time the member under charges will be given a full hearing including the right to question witnesses and present evidence on his/her behalf. If the BOD hearing reveals that the violation(s) need(s) action to be taken, the offender may be suspended or terminated from the Club by a 2/3rd affirmative vote of the members of the BOD present..

(b) Any BOD member may be removed from office by 2/3rd vote of the Membership present at any special meeting for non-performance of their duties. If removed from office, the ex-BOD member still retains his/her membership.

Article 6 - Meetings

6-1 Regular Meetings. The regular monthly business meeting of the BOD shall be held on any date and time established as the BOD shall determine. All members are encouraged to attend.

6-2 Special Meetings. Special Meetings of members may be called at any time, by the President, the BOD, or by 10% of the members entitled to vote, in writing via a petition.

Article 7

Quorum, Conduct of Meetings

7-1 Quorum. For the purpose of a meeting of the BOD, a quorum will exist if four (4) BOD Members, including the President or in his absence, the Vice-President are present. Depending on the type of business and its urgency, the BOD may postpone the meeting with a majority vote until more members are present.

7-2 Conduct of Meetings. The President shall be responsible for the conduct of all meetings. The conduct of all BSC meetings will be professional and relaxed, but will follow the guidelines of Robert's Rules of Order.

Article 8

Records, Inspection and Annual Report

8-1 Adequate Records.

(a) The Club shall keep:

- (1) Adequate and correct books and records of account;
- (2) Minutes of the proceedings of the Regular, Membership and Special meetings;
- (3) A record of the Members giving their names and addresses.

8-2 Annual Financial Report.

- (a) An Annual Financial Year End report shall be prepared by the outgoing Treasurer within 30 days after the close of the Club's fiscal year.
- (b) The records shall be reviewed yearly by a Certified Public Accountant (C.P.A.) for accuracy and acceptance into the Club's records.
- (c) The accounting year of the Club shall be 1 January to 31 December of any given year.

Article 9 - Amendments

9-1 Amendments are approved by the Board, and ratified by a simple majority vote at the annual electoral meeting. Any Regular member in good standing may introduce amendments by submitting his or her proposal in writing to Benson Sportsman's Club Secretary. The member will be notified of the outcome within fifteen days (15) of the Board's decision.

Article 10 - Committees

10-1 Standing Committees. Standing Committees members are appointed by the President at the beginning or during his or her term of office. The President shall serve as ex-officio member of all such committees except the Nominating Committee. These committees are composed of a Chairperson and Club members. A Chairperson will be a responsible individual with drive and ambition to get the assigned projects completed. He/she may or may not be a BOD member. The committees will report on their needs and progress of their projects to the BOD at the monthly BOD meetings. The current Standing Committees are: New Construction, Traps & Maintenance, and Affiliations.

Article 11 - Range Rules

11-1 Range Rules were designed for each shooting discipline. They include the safety aspect, and the operation of various types of equipment such as trap machines, timers and target holders. All the range rules are covered in the Benson Sportsman's Club Rules booklet. This booklet, a copy of the "Benson Sportsman's Club Range Rules" are given to each member. Bi Laws shall be provided to members upon request. The BSC shall operate under the National Rifle Association safety rules and guidelines per MN Statute.

11-2 The BOD shall be in charge of updating the Range Rules as needed to keep them current with our facilities, our equipment, and the safe use of that equipment for all members.

Article 12 - Hunting, Trapping

12-1 There shall be no hunting, trapping or pursuit of game on BSC property. Wildlife presenting a clear danger to persons, or clearly established as a serious nuisance, may be destroyed as directed by the BOD after coordination with the Minnesota DNR.

Article 13 - Dues and Club Funds

14-1 Dues. Annual dues shall be for the fiscal year January 1 through December 31, shall be of the amount determined and shall be due payable on the date determined by the BOD.

14-2 Club Funds. Club checks may be signed by the Club President, Vice-President, Secretary or Treasurer. Each Club check must have two different Club officer signatures to authorize the funds. The President is responsible for all expenditures of all Club funds.

Article 15 - Dissolution of the Club

15-1 Upon dissolution of the Club, all properties of every kind shall be liquidated or assigned a fair market value and after all debts and obligations of the Club have been satisfied or otherwise provided for, the resulting monies shall be distributed to other non-profit charities, agencies or scholarships as the BOD shall feel proper.

FIRST AMENDMENT TO OPERATIONS AND MAINTENANCE AGREEMENT

This First Amendment to Operations and Maintenance Agreement (Amendment) is made and entered into on December _____, 2014, by and between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services, a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation statutes of the State of Iowa, Minnesota, North Dakota and South Dakota (MRES), and the city of Benson, Minnesota, a municipal corporation of the State of Minnesota (Benson), such parties being herein referred to individually as "Party" or collectively as "Parties."

R E C I T A L S

- A. Benson and MRES are parties to the Operations and Maintenance Agreement dated May 7, 2012.
- B. Benson owns and operates an Electric Distribution System, which provides retail electric service to the retail customers in and around Benson, Minnesota.
- C. Benson seeks to continue to deliver reliable electric service to its retail customers and desires to obtain assistance in operating and maintaining its Electric Distribution System.
- D. MRES desires to perform such services.
- E. The Parties desire to modify the amount of compensation due to MRES pursuant to Sections 6.1.2 and 6.1.9, which currently provide for an additional eight percent (8%) of 6.1.1 and other expenses incurred by MRES directly attributable to the general administration of this Agreement, and an additional five percent (5%) of the amounts listed in 6.1.1, 6.1.2, 6.1.6 and 6.1.8.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

- 1. Section 6.1.2. The Parties agree that Section 6.1.2 of the Operations and Maintenance agreement is deleted in its entirety and replaced by the following:
 - a. An additional six percent (6%) of 6.1.1 and other expenses incurred by MRES directly attributable to the general administration of this Agreement.
- 2. Section 6.1.9. The Parties agree that Section 6.1.9 of the Operations and Maintenance agreement is deleted in its entirety and replaced by the following:
 - b. An additional two and a half (2.5%) of the amounts listed in 6.1.1, 6.1.2, 6.1.6 and 6.1.8.

3. Effective Date. The Parties agree that this Amendment shall be deemed effective and the adjusted rate will go into effect on January 1, 2015 or in the month following receipt of the signed agreement, whichever comes last.
4. No Other Modifications. Except as expressly provided in this Amendment, all other provisions of the Operations and Maintenance Agreement shall remain unmodified and in full force and effect as set forth in the Operations and Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Operations and Maintenance Agreement to be executed by their duly authorized officers, as of the date written below.

MISSOURI RIVER ENERGY SERVICES

CITY OF BENSON, MINNESOTA

By: _____
Thomas J. Heller
Chief Executive Officer

By: _____
Rob Wolfington, City Manager

DATE: _____

By: _____

DATE: _____

LEASE

THIS LEASE is made this 29th day of August, 2003, by and between the City of Benson, Minnesota, a municipal corporation, and Case, LLC, a Limited Liability Company formed under the laws of the State of Delaware ("Lessee").

SECTION ONE SUBJECT AND PURPOSE

Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease to Lessee, and Lessee does hereby hire and take from Lessor, the premises shown cross-hatched on Exhibit A attached hereto, consisting of: the North One hundred thirty-four (134) feet (13,800 square feet, more or less) of the Benson Civic Center Building located at West Highway 12, Benson, MN, and legally described as the West (W) One hundred sixty Feet (160') of Lot Four (4), Block One (1), Benson Industrial Park, City of Benson, County of Swift, State of Minnesota, including the fenced outside storage area lying north of and adjacent to the building ("Leased Premises").

Lessee shall use the Leased Premises only for cold storage of finished products manufactured by Lessee. Lessor warrants and represents that the Leased Premises are zoned for Lessee's use as set forth herein.

SECTION TWO TERM AND RENT

The term of this Lease shall be twelve (12) months commencing September 1, 2003, and ending August 31, 2004. This Lease shall be automatically extended for an additional term of twelve (12) months from the termination date upon the same conditions unless either party gives the other party written notice at least sixty (60) days prior to the termination date or prior to the last day of each month thereafter of its intention to terminate. Any extension of this Lease beyond the termination date of August 31, 2004 shall obligate the Lessee to pay the additional rent described in Section Five hereof.

Lessee shall pay as rent for the Leased Premises the sum of Twenty-six Thousand Dollars (\$26,000.00) in equal monthly installments of two thousand one hundred sixty-six and 67/100 Dollars (\$2,166.67), in advance, on the first day of each month beginning September 1, 2003 and continuing through August 31, 2004. Rent shall be paid in advance on or before the first day of each month to Lessor at 1410 Kansas Avenue, Benson, MN 56215. If the Term should commence or end other than the first or last day of the month then rent shall be prorated based on the actual number of days in said month.

SECTION THREE ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Lessor, at his sole expense, shall improve the loading ramp in accordance with the specifications provided by Lessee. Lessee shall not make any improvements to the Leased Premises without the prior written consent of Lessor. Any improvements made on or in the Leased Premises during the term of this Lease, shall become part of the Leased Premises and the sole property of Lessor except for moveable trade fixtures, equipment and furnishings Lessee shall retain as its property and further excepting any

improvement made to the premises by Lessee which was not approved by Lessor and which Lessor directs Lessee to remove at the termination of this Lease.

SECTION FOUR UTILITIES

Lessee shall be solely liable for all utility charges on the Leased Premises as they become due including those for sewer, water, electricity, gas, garbage removal, cable television and telephone service. Lessor agrees, at its sole cost and expense, to cause the Leased Premises to be separately metered. Lessee shall reimburse Lessor on a monthly basis for all said utility charges within ten (10) days of receipt by Lessee of an invoice therefor from Lessor. Lessee shall not heat the Leased Premises without the prior written consent of Lessor.

SECTION FIVE REAL ESTATE TAXES

Upon receipt of a paid tax receipt, Lessee shall pay as additional rent for the Leased Premises, all real estate taxes which are assessed during the term of the Lease as a result of the non-public use of the premises which includes taxes assessed during the term but which may be payable after the expiration of the Lease. Lessee shall also pay any installments of special assessments payable during the term. Taxes shall be prorated based on the Lessee's actual tenancy.

SECTION SIX REPAIRS AND MAINTENANCE

Except as set forth herein, Lessee shall at all times during the term of this Lease and at its own expense, keep the Leased Premises in good repair. Lessee shall use all reasonable precautions to prevent waste, damage or injury to the Leased Premises.

Lessor shall repair, at its expense, the structural portions of the Leased Premises, including but not limited to, the walls, floors, roof, windows, exterior and foundation of the Benson Civic Center.

SECTION SEVEN INSURANCE

Lessee shall, at its own expense, continue in force during its occupancy of the Leased Premises, a policy of insurance against liability for bodily injury to persons and damage to property that may result from Lessee's use of the Leased Premises in the minimum amount of \$500,000 per occurrence/ \$1,000,000 aggregate and shall provide Lessor with proof of insurance prior to occupying the Leased Premises. Lessor shall, at all times during the term of this Lease maintain a policy of insurance insuring the Benson Civic Center against loss or damage by fire, explosion or other insurable hazards for the full replacement value thereof. Any additional cost to Lessor to obtain this insurance which is caused by the non-public use of the Leased Premises shall be reimbursed by Lessee to Lessor as additional rent payable within fifteen (15) days of receipt by Lessee from Lessor of a statement of the amount owed. Lessor shall have no liability for any property of Lessee which is stored on the Leased Premises and Lessee shall bear any loss of or damage to

said property unless such loss or damage is caused by the negligence or willful act of Lessor or its employees or agents.

**SECTION EIGHT
LIABILITY OF LESSOR AND LESSEE**

Each party agrees to indemnify and save harmless the other against and from any and all claims by and on behalf of any persons arising from the breach or default on the part of the indemnifying party in the performance of this Lease or from the conduct or management of, from any work or thing done by or on behalf of the indemnifying party in or about, or its activities upon or occupancy of the Leased Premises during the term of this Lease.

**SECTION NINE
UNLAWFUL, DANGEROUS, OR INCOMPATIBLE ACTIVITY**

Lessee shall neither use nor occupy the Leased Premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner which materially and adversely interferes with the use and enjoyment of the remainder of the Benson Civic Center building.

**SECTION TEN
DESTRUCTION OF LEASED PREMISES**

In the event of a partial or total destruction of the Leased Premises during the term of this Lease from any cause other than Lessee's negligence or willful act or that of its employee, agent or visitor, Lessor shall forthwith repair the same, and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the premises may have been untenable; but, if the premises should be damaged other than by Lessee's negligence or willful act or that of its employee, agent or visitor, to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage. If Lessor elects to repair the premises but fails to do so within 120 days of the date of damage then the term of this Lease shall end and the rent shall be prorated up to the date of damage.

**SECTION ELEVEN
DEFAULT OR BREACH**

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. Failure by Lessee to pay any rent or additional rent when due and failure to make such payment within fifteen (15) days after written notice thereof by Lessor to Lessee.
2. Failure by Lessee to comply with any of the conditions of this Lease which failure continues for a period of thirty (30) days after written notice thereof by Lessor to Lessee, provided, however, Lessee shall not be deemed to be in default if Lessee shall have commenced corrective action within said thirty (30) days and is diligently prosecuting the curing of same.
3. Except for circumstances beyond Lessee's control (i.e., casualty, remodeling, strikes), if Lessee

shall vacate or abandon the Leased Premises for a period of thirty (30) days or more, provided however, Lessee shall not be deemed to be in default under this paragraph if Lessee, during the period of such vacation or abandonment of the Leased Premises, continues to pay all rent or additional rent when due.

4. If Lessee or any successor or assignee of Lessee while in possession shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

5. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.

SECTION TWELVE EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in SECTION ELEVEN, Lessor may at its option cancel and annul this Lease at once and re-enter and take possession of the Leased Premises in the manner permitted by law and remove all persons and their property therefrom, and recover at once full and exclusive possession of all of the Leased Premises, whether in possession of Lessee or of third persons, or vacant; or Lessor may at its option at any time after such default re-enter and take possession of the Leased Premises without such re-entering working a forfeiture of the rents to be paid and the covenants to be kept by Lessee for the full term of this Lease.

SECTION THIRTEEN SUBLEASES

Lessee shall not sublet all or any part of the Leased Premises to any person or entity other than a subsidiary of Lessee or an entity in which Lessee or a subsidiary of Lessee holds an ownership interest, without the prior written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. In the event of a sublease, Lessee shall continue to remain liable and responsible for the performance of all the terms, covenants and conditions of this Lease.

SECTION FOURTEEN QUIET ENJOYMENT

Lessor warrants that Lessee shall have peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor if Lessee pays the rent and otherwise fully and punctually performs the terms and conditions of this Lease. Lessor, however, reserves the right to enter the Leased Premises for the purpose of inspection at any time during normal business hours upon reasonable prior notice.

SECTION FIFTEEN WAIVERS

The failure by Lessor to insist on a strict performance of any of the terms and conditions hereof

shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**SECTION SIXTEEN
NOTICE**

All notices required or permitted by the terms of this Lease shall be sent by certified mail, return receipt requested, postage prepaid, or by telecopy with an acknowledgement of receipt to the parties as follows:

To Lessor: City of Benson
1410 Kansas Avenue
Benson, MN 56215
Telephone No. 320-843-4775
Fax No. 320-842-7151

To Lessee: Case, LLC
Attn: Sr. Director of Real Estate
700 State Street
Racine, WI 53406
Telephone No. 262-636-5878
Fax No. 262-636-0407

With a copy to: CNH Benson
East Hwy 12, P.O. Box 249
Benson, MN 56215

**SECTION SEVENTEEN
SURRENDER OF POSSESSION**

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Leased Premises to Lessor including all buildings and improvements thereon except moveable trade fixtures, and furnishings which Lessor has agreed shall remain the property of Lessee, or improvements which Lessor has directed Lessee to remove, to Lessor free of subtenancies, clean and all in good condition and repair, ordinary wear and tear excepted. Lessee shall not be required to remove any improvements to the loading dock that were made by Lessor at Lessee's direction.

**SECTION EIGHTEEN
SIGNAGE**

Lessee shall have the right, without the consent of Lessor, to install and maintain signs on the Leased Premises, such right being limited only by applicable codes and ordinances.

**SECTION NINETEEN
BINDING EFFECT**

This Lease contains the entire agreement between the parties and shall not be modified except by a written instrument executed by the parties and attached hereto. This Lease shall be binding on and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year set forth

LEASE AMENDMENT AGREEMENT

THIS AGREEMENT entered into by and between **City of Benson, Minnesota**, a municipal corporation, (hereinafter referred to as "Lessor") and **CNH America LLC fka Case LLC**, a Limited Liability Company, hereinafter referred to "Lessee."

WHEREAS, the parties desire to amend that certain Lease Agreement for the property located at 2200 Tatges Avenue in Benson, Minnesota described under a Lease dated the 29th day of August 2003 hereinafter called the "Lease."

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Lessor and Lessee agree as follows:

1. Section Two "Term and Rent" of the Lease shall be amended to reflect an expiration date of June 30, 2005 to coincide with the tax year. The Lease shall continue to be renewed automatically on an annual basis unless terminated by the appropriate notice.
2. Section Two "Term and Rent" of the Lease shall further be amended to reflect a notice date to terminate of thirty (30) days thereby deleting the required sixty (60) day notice.
3. Section Five "Real Estate Taxes" of the Lease is hereby deleted in its entirety and replaced with the following:

"Upon receipt of a paid tax receipt, Lessee shall pay as additional rent for the Leased Premises, all real estate taxes which are payable during the term of the Lease as a result of the non-public use of the premises. Lessee shall also pay any installments of special assessments payable during the term. Taxes shall be prorated based on the Lessee's actual tenancy."

All other terms and conditions of the Lease Agreement shall remain unchanged hereby and to the extent inconsistent with the Lease, this **LEASE AMENDMENT AGREEMENT** shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of ~~September~~
August 2004.

Witness:

[Handwritten Signature]

Witness:

Nancy S. Langley

CITY OF BENSON

Lessor

By

[Handwritten Signature]

CNH AMERICA LLC

Lessee

By

[Handwritten Signature]
Robert A. Fenley, Sr. Director
Corporate Real Estate

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

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

BE IT FURTHER RESOLVED, that the assessments hereinafter noted shall be submitted to the County Auditor on or before December 19, 2014 and placed on the tax roll for collection with the taxes collectable in 2015.

Charges	Name & Mailing Address	Legal Description & Parcel No.	Amnt Due
Diseased Elm Removed 312 – 16 th St. S.	Charles Houston 312 – 16 th St. S.	Lot 6, Block 3 McKinney's 1 st Addn. 23-0420-000	\$280.00
Water Meter Frost Plate 400 – 14 th St. S.	Kris Meyer 702 – 16 th St. S.	Lot 1, Block 8 McKinney's 1 st Addn. 23-0459-000	\$80.00
Mowing Charges 301 – 10 th St. N.	Nationstar Mortgage LLC DBA Champion Mortgage Co. 350 Highland Drive Lewisville, TX 75067	Lots 9-10, Block 11 City of Benson Addn. 23-0056-000	\$256.50
Mowing Charges 206 – 17 th St. S.	Ben Miller P.O. Box 244 Starbuck, MN 56381-0244	Lot 6-7, Block 50 Stone Addition 23-0547-000	\$171.00
TOTALS			\$787.50

ACCT. NO.	NAME	ELEC	WATER	SEWER	TAX	GARB	PEN	ST SWR	TOTAL
101-0013-00-03	Michael Lemke	154.29	0.00	0.00	12.72	58.78	9.79	0.00	235.58
101-0024-00-41	Stephanie Novotny	371.62	62.50	56.00	19.82	25.14	7.66	4.57	547.31
101-0143-01-10	Dustin Melcher	390.38	0.00	0.00	26.84	0.00	0.00	0.00	417.22
102-0032-00-02	Trevor Ahmndt	88.19	61.15	69.18	13.28	31.06	4.48	5.65	272.99
102-0140-00-04	Kirk Johnson	100.24	9.22	40.89	1.61	4.47	0.00	.81	157.24
103-0043-00-02	Jack Solomon	287.03	0.00	0.00	21.03	0.00	0.00	0.00	308.06
103-0100-00-05	Kevin Sorenson	153.51	36.33	44.78	13.40	20.10	0.00	0.00	268.12
103-1400-00-01	Bruce Berghorst	216.77	0.00	0.00	.47	0.00	0.00	0.00	217.24
104-0002-00-01	Amy Alsaker	281.34	147.07	239.18	11.47	66.71	42.24	12.13	800.14
104-0143-07-30	Tierney Holl	12.01	0.00	0.00	.83	0.00	0.00	0.00	12.84
104-0143-10-17	Christian Morales	47.72	0.00	0.00	3.29	0.00	.48	0.00	51.49
104-0143-13-22	Brianna Battalion	104.49	0.00	0.00	7.18	0.00	0.00	0.00	111.67
104-0143-20-05	Shawn Berg	17.19	0.00	0.00	1.18	0.00	0.00	0.00	18.37
104-0155-00-06	Shirley Bailey	11.62	0.00	0.00	2.18	0.00	0.00	0.00	13.80
104-0159-00-07	Sean Kurkosky	191.88	0.00	0.00	13.18	0.00	0.00	0.00	205.06
201-0020-00-06	Dustin Knuteson	310.17	66.96	45.43	9.81	12.10	0.00	2.20	446.67
201-0022-00-01	Jim Thorson	162.30	0.00	0.00	12.50	13.75	0.00	2.50	191.05
202-0005-00-04	Aaron Dotson	282.05	62.48	411.20	9.49	35.28	114.30	6.41	921.21
202-0006-00-02	Shana Oleson	137.94	47.21	67.85	11.86	18.07	0.00	1.29	284.22
202-0011-00-05	EH Pooled 313 LP	266.91	0.00	0.00	0.00	0.00	0.00	0.00	266.91
202-0083-00-02	Aaron Dotson	760.11	95.30	49.00	36.49	26.00	74.71	4.00	1045.61
202-0095-00-04	Robert Nordgren	434.89	50.84	58.29	22.27	46.17	74.99	4.76	692.21
204-0190-00-01	Eric McGeary	370.57	50.50	68.60	14.84	30.00	36.94	4.00	575.45
205-0002-00-03	Gerald Laughlin	49.90	0.00	0.00	3.44	0.00	0.00	0.00	53.34
205-0007-00-15	Cale Wurzburger	69.33	0.00	0.00	4.76	0.00	0.00	0.00	74.09
205-0405-00-07	Rachael Kellen	26.69	0.00	0.00	0.00	0.00	0.00	0.00	26.69
205-0405-00-09	Gareth Tlougan	135.21	0.00	0.00	9.29	0.00	4.43	0.00	148.93
205-0410-00-19	Sonja Bankovich	69.63	0.00	0.00	0.00	0.00	0.00	0.00	69.63
205-0510-00-09	Chauntel Smith	79.24	0.00	0.00	3.02	0.00	2.78	0.00	85.04
205-0529-00-27	Jen Casado	150.91	0.00	0.00	10.38	0.00	1.02	0.00	162.31
205-0532-00-21	Chesta Morris	185.82	0.00	0.00	2.37	0.00	35.76	0.00	223.95
205-0551-00-26	Brianna Musselman	187.37	0.00	0.00	10.31	0.00	7.65	0.00	205.33
205-0554-00-03	Rosalie Spath	102.08	0.00	0.00	7.02	0.00	0.00	0.00	109.10
205-0610-00-05	Brianna Boyd	90.67	0.00	0.00	3.99	0.00	4.32	0.00	98.98
205-0615-00-06	Amanda Grzadzieleski	88.57	0.00	0.00	3.81	0.00	1.35	0.00	93.73
205-0616-00-03	Jeremy Cook	291.00	0.00	0.00	20.00	0.00	7.83	0.00	318.83
205-0623-00-05	Trista Collins	63.77	0.00	0.00	4.39	0.00	0.00	0.00	68.16
301-0004-00-04	William Hrcirik	164.91	5.34	6.89	1.43	3.09	0.00	.56	182.22
301-0134-00-07	Heidi Staton	406.47	64.10	113.83	10.63	26.00	31.99	2.00	655.02
302-0068-00-02	Travis Frederiks	458.95	118.98	162.54	29.91	43.29	29.31	7.87	850.85
302-0102-00-03	Kenny Fitzgerald	193.87	79.78	89.02	22.72	39.97	13.80	7.27	446.43
302-0114-00-07	Gene Weber	738.01	0.00	0.00	0.00	0.00	0.00	0.00	738.01
302-0114-00-14	Cynthia Inman	390.41	28.15	32.43	13.03	14.56	3.75	2.65	484.98
303-0020-00-05	M. Kautner/C. Crandall	38.61	17.10	20.55	3.07	4.26	0.00	.77	84.36
303-0023-00-02	Midland Mortgage	7.70	0.00	0.00	0.00	0.00	0.00	0.00	7.70
303-0037-00-19	James Citterman	48.85	29.25	31.50	6.62	14.14	0.00	2.57	132.93
303-0061-00-13	Jesse Monson	19.88	10.86	58.49	4.68	26.26	8.93	4.77	133.87
303-0061-00-14	Chase Home Finance	57.17	0.00	44.45	2.56	17.47	1.46	3.18	126.29
303-0088-00-11	Rachael Sherpersky	385.95	33.53	40.57	11.46	14.78	4.22	2.69	493.20
303-0148-00-14	Susan Casey	124.83	96.48	127.64	16.88	21.63	3.57	3.93	394.96
303-0148-00-15	Fred Zwart	14.98	11.91	15.37	2.53	6.90	0.00	1.26	52.95
304-0014-00-19	Tom Ranney	1773.03	85.75	141.60	53.87	44.00	326.17	8.00	2432.42
304-0152-00-05	Samantha Schreiber	101.57	0.00	0.00	0.00	0.00	0.00	0.00	101.57
304-0187-00-04	Kristal Nagy	520.47	64.79	202.93	16.79	26.54	48.81	2.64	882.97
304-0212-00-08	Lilia Villarreal	116.26	0.00	0.00	7.52	0.00	2.41	0.00	126.19
304-0217-00-05	Nicole Rode	64.93	0.00	0.00	4.46	0.00	30.81	0.00	100.20
305-0009-00-06	Nicole Rode	47.70	0.00	0.00	3.28	0.00	-47.71	0.00	3.27
305-0012-00-20	Alyssa Erickson	95.65	0.00	0.00	6.58	0.00	3.17	0.00	105.40
305-0014-00-03	Ryan Stewart	176.30	0.00	0.00	12.12	0.00	5.91	0.00	194.33
305-0021-00-10	Darlene Riley	86.92	0.00	0.00	3.05	0.00	0.00	.64	90.61
305-0053-00-06	Oscar Bustos II	25.76	0.00	0.00	1.77	0.00	0.00	0.00	27.53
305-0133-00-05	Kim Wroblewski	124.00	0.00	.00	3.49	0.00	4.12	0.00	131.61
305-0140-00-06	Denise Jensen	104.72	0.00	0.00	7.19	0.00	1.54	0.00	113.45
305-0201-00-04	Nicole Thorson	18.21	0.00	0.00	1.06	0.00	0.00	0.00	19.27
305-0229-00-06	Tamara Owens	9.20	0.00	0.00	.63	0.00	0.00	0.00	9.83
306-0116-00-07	Andrew Schreiber	95.70	0.00	0.00	6.58	0.00	.91	0.00	103.19
306-0125-00-04	Ashleigh Lumpkin	20.88	0.00	0.00	.75	0.00	0.00	0.00	21.63
402-0074-00-15	Tabatha Stoll	207.43	75.90	49.84	21.65	22.38	15.27	4.07	396.54
402-0089-00-02	Joseph Chevalier	47.00	19.00	24.50	5.61	11.00	0.00	2.00	109.11
403-0069-00-12	Richard Cochran	23.34	7.84	8.85	1.87	2.75	0.00	.50	45.15
502-0093-00-15	Sara Dubon	319.53	0.00	0.00	26.40	49.50	6.99	0.00	402.42
502-0110-00-03	ABS Diesel	84.54	46.81	35.93	8.60	0.00	0.00	5.81	181.69
502-0120-00-02	Mike Burskin	85.30	0.00	0.00	14.13	0.00	3.85	10.88	114.16
		13942.44	1485.13	2357.33	681.44	776.15	930.01	122.38	20294.88

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL
OBLIGATION BONDS, SERIES 2014A, PLEDGING FOR THE SECURITY THEREOF
NET REVENUES AND LEVYING A TAX FOR THE PAYMENT THEREOF**

(RESOLUTION NO. 2014-)

A. WHEREAS, the City of Benson, Minnesota (the "City"), owns and operates a municipal water system (the "Water System"), and a municipal sanitary sewer system (the "Sewer System", and together with the Water System, the "System"), each is operated as separate revenue producing public utilities; and

B. WHEREAS, (i) the net revenues of the Water System are pledged to the payment of the City's outstanding \$3,341,460 General Obligation Water Revenue Note of 2011, dated September 7, 2011, and the outstanding "Water System Improvement Portion" of the \$1,000,000 original principal amount of General Obligation Water and Sewer Revenue Bonds, Series 2009A, dated as of August 11, 2009 (the "Outstanding Water Bonds") and; (ii) the net revenues of the Sewer System are pledged to the payment of the City's outstanding \$4,296,200.63 original principal amount of a General Obligation Sewer Revenue Note of 2004, dated July 26, 2004 and the outstanding "Sewer System Improvement Portion" of the \$1,000,000 original principal amount of General Obligation Water and Sewer Revenue Bonds, Series 2009A, dated as of August 11, 2009 (the "Outstanding Sewer Bonds"); and (iii) the net revenues of the System are pledged to the outstanding "System Refunding Portion" of the \$1,000,000 original principal amount of General Obligation Water and Sewer Revenue Bonds, Series 2009A, dated as of August 11, 2009 (the "Outstanding System Bonds") and

C. WHEREAS, the City Council has heretofore determined and declared that it is necessary and expedient to issue General Obligation Bonds, Series 2014A (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Section 475.21 and Chapter 475 to finance the expansion of the City's public works facility (the "Capital Improvements"); Chapters 475 and 444 to finance improvements to the System (the "System Improvements"); and Minnesota Statutes, Chapter 475 and Minnesota Statutes, Sections 410.32 and 412.301 to finance purchase of capital equipment (the "Equipment"); and

D. WHEREAS, on November 17, 2014, the City Council held a public hearing on the proposed issuance of general obligation capital improvement plan bonds and, pursuant to resolution approved and adopted the 2015 through 2019 Five-Year Capital Improvement Plan (the "Plan"), and approved the issuance of general obligation capital improvement plan bonds to finance the acquisition and betterment of a public works facility, all pursuant to the Plan and in accordance with the provisions of Minnesota Statutes, Section 475.521; and

E. WHEREAS, if a petition signed by voters equal to five percent of the votes cast in the City in the last general election requesting a vote on the issuance of the capital improvement plan bonds is filed with the City Clerk within thirty days after the date the public hearing on the issuance of the Bonds is held, the issuance of the Bonds must then be approved by the voters; the thirty day period will expire on December 17, 2014; and

F. WHEREAS, other than the Bonds, the City no there are no other bonds issued by the City under Minnesota Statutes, Section 475.521; and

G. WHEREAS, each item of Equipment to be financed by the Equipment Portion of the Bonds, as hereinafter defined, has an expected useful life at least as long as the term of the Equipment Portion of the Bonds; and

H. WHEREAS, the principal amount of the Equipment Portion of the Bonds does not exceed one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City (\$ _____ times 0.25% is \$ _____); and

I. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the sale of the Bonds and is therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Ehlers; and

J. WHEREAS, the City Council member designates the Mayor, the Finance Director and Ehlers as a "Pricing Committee" and the Pricing Committee may set the date and time to receive proposals pursuant to the Terms of Proposal established for the Bonds as long as the date is no later than December 22, 2014; and

K. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Benson, Minnesota, as follows:

1. Acceptance of Proposal. The City shall proceed forthwith to issue the Bonds, in the form and upon the terms set forth in this Resolution. The authority to accept the most favorable proposal for the purchase of the Bonds (the "Purchaser"), the principal amount, the interest rates and the amount of the Purchaser's discount is hereby delegated by the City Council to the Pricing Committee; provided that (i) the principal amount of the Bonds shall not exceed \$1,700,000 and (ii) the true interest cost on the Bonds shall not exceed 3.50%.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated December 30, 2014, as the date of original issue, be issued forthwith on or after such date in fully registered form, be numbered from R 1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"), be issued in a principal amount, bear interest and mature as set forth in the Certificate of Pricing Committee. As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bonds.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is

no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purposes. The Capital Improvements Portion of the Bonds shall provide funds to finance the Capital Improvements. The System Portion of the Bonds shall provide funds to finance the System Improvements. The Equipment Portion of the Bonds shall provide funds to finance acquisition of the Equipment. The Capital Improvements, System Improvements and Equipment are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, calculated on the basis of a 360-day year of twelve 30-day months and will bear interest as established by the authority given to the Pricing Committee based on the Purchaser's proposal.

5. Redemption. All Bonds maturing on February 1, 2025 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for

redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor-paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SWIFT COUNTY
CITY OF BENSON

R- _____ \$ _____

GENERAL OBLIGATION BOND, SERIES 2014A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	February 1,	December 30, 2014	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Benson, Swift County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank National Association, in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be

made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2025, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$1,445,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution, Charter of the Issuer and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on December 15, 2014 (the "Resolution"), for the purpose of providing money to finance various municipal improvement projects within the jurisdiction of the Issuer and the purchase of capital equipment. This Bond is payable out of the General Obligation Bonds, Series 2014A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, Charter of the Issuer and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of its municipal water and sanitary sewer system (the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the System Portion of the Bonds, as defined in the Resolution, adequate to pay all principal and interest when due on the System Portion of the Bonds; and that the Issuer will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on System Portion of the Bonds

as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Benson, Swift County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Finance Director/City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK NATIONAL ASSOCIATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at: U.S. BANK NATIONAL ASSOCIATION

CITY OF BENSON,
SWIFT COUNTY, MINNESOTA

This Bond is one of the Bonds described in the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota,
Bond Registrar

/s/ Facsimile

Mayor

By: _____
Authorized Signature

/s/ Facsimile

Finance Director/City Clerk

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Finance Director/City Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by the Bond Registrar. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of December 30, 2014. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered hereunder.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director/City Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director/City Clerk to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2014A Fund" (the "Fund") to be administered and maintained by the Finance Director/City Clerk as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in

the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account heretofore established by the City shall continue to be maintained in the manner heretofore provided by the City. All moneys for the System remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute or are referred to as "net revenues" until the System Portion of the Bonds and the Outstanding System Bonds have been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all income and disbursements of the System as hereinafter set forth. The Finance Director/City Clerk and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, less capitalized interest and any amount paid for the Bonds in excess of the minimum bid. From the Construction Account there shall be paid all costs and expenses of making the Capital Improvements and the System Improvements and acquiring the Equipment, including the cost of any construction or other contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or net revenues herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained separate subaccounts in the Debt Service Account to be designated the "Capital Improvements Debt Service Subaccount", the "System Improvements Debt Service Subaccount" and the "Equipment Debt Service Subaccount." There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Capital Improvements Debt Service Subaccount. To the Capital Improvements Debt Service Subaccount there shall be credited: (A) capitalized interest in the amount of \$ _____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Capital Improvements Portion of the Bonds on or before August 1, 2015); (B) any collections of all taxes herein or hereinafter levied for the payment of the Capital Improvements Portion of the Bonds and interest thereon; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Capital Improvements Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Capital Improvements Debt Service Subaccount. The Capital Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Capital Improvements Portion of the Bonds and any other General Obligation Bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(ii) System Improvements Debt Service Subaccount. To the System Improvements Debt Service Subaccount there shall be credited: (A) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the System Improvements Debt Service Subaccount, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the System Portion of the Bonds; (B) any collections of all taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the System Portion of the Bonds are insufficient therefore; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the System Improvements Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the System Improvements Debt Service Subaccount. The System Improvements Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the System Portion of the Bonds and any other General Obligation Bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(iii) Equipment Debt Service Subaccount. To the Equipment Debt Service Subaccount there shall be credited: (A) all collections of taxes herein or hereinafter levied for the payment of the Equipment Portion of the Bonds and interest thereon; (B) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (C) all investment earnings on funds held in the Equipment Debt Service Subaccount; and (D) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Equipment Debt Service Subaccount. The Equipment Debt Service Subaccount shall be used solely to pay the principal and interest and any premium for redemption of the Equipment Portion of the Bonds.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account, Operation and Maintenance Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Capital Improvements Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Capital Improvements Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
20__-20__	20__-20__	See attached schedule

(b) Coverage Test. The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Capital Improvements Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Covenants Relating to the System Portion of the Bonds.

(a) Sufficiency of Net Revenues; Coverage Test. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the System Portion of the Bonds and the Outstanding System Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water Bonds and a sum at least five percent in excess thereof. The net revenues of the Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Sewer Bonds and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity lien with the Outstanding Water Bonds, the Outstanding Sewer Bonds and the Outstanding System Bonds for the payment of the System Portion of the Bonds and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Bonds as the same become due. As used herein the term net revenues means the gross revenues derived by the City from the operation of the System, including all charges for service, use, availability, and connection to the System, and all monies received from the sale of any facilities or equipment of the System or any by-products thereof, less all normal, reasonable, or current costs of owning, operating, and maintaining the System. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the System Portion of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Excess Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

(c) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the System Portion of the Bonds and the Outstanding System Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

18. Covenants Relating to the Equipment Portion of the Bonds

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Equipment Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
20__-20__	20__-20__	See attached schedule

(b) Coverage Test. The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Equipment Portion of the Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Equipment Portion of the Bonds. The tax levies shall be irrevocable so long as any of the Equipment Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

19. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Finance Director/City Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

20. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the

Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

22. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the System Portion of the Bonds, together with other funds irrevocably appropriated to the System Improvements Debt Service Subaccount herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

23. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed in the office of the County Auditor of Swift County, together with such other information as the County Auditor shall require, and to obtain the County Auditor's Certificate

that the Bonds have been entered in the Bond Register and the tax levies required by law have been made.

24. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

25. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

26. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Bonds are issued by a governmental unit with general taxing powers; (ii) no Bond is a private activity bond; (iii) ninety five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

27. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bonds are issued after August 7, 1986;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2014 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2014 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

28. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution

30. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Klein Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City's financial advisor, Ehlers.

31. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
GENERAL FUND REVENUES						
TAXES	1,255,841	1,132,719	649,650	1,195,181	54	1,218,310
ABATEMENTS	21,988	22,102	10,908	20,000	55	20,000
LODGING TAXES	25,239	27,533	24,985	25,000	100	25,000
FRANCHISE FEES	76,101	77,503	50,573	75,000	67	205,000
BUSINESS LICENSES	7,566	7,590	7,865	7,500	105	7,500
NON-BUSINESS LICENSES	3,885	3,775	3,705	1,000	71	1,000
BUILDING PERMITS	35,292	16,241	25,079	20,000	125	20,000
LOCAL GOVERNMENT AID	776,650	776,650	476,013	952,025	50	980,033
HOMESTEAD & AG CREDIT AID	135	130	71			
POLICE TRAINING REIMBURSEMENT	1,993	2,051	1,931	2,000	97	2,000
INSURANCE PREMIUM TAX-FIRE	23,773	37,174	38,760	25,000	155	25,000
INSURANCE PREMIUM TAX-POLICE	36,138	48,256	51,408	40,000	129	40,000
AIRPORT MAINTENANCE	31,178	21,961	28,296	22,052	128	24,257
TRANSIT REFUNDS	132,178	136,000	129,446	140,000	92	140,000
OTHER FED/STATE/LOCAL GRANTS	35,758	223,063	(19,687)	16,500	(119)	18,000
POLICE SERVICES	10,114	8,840	5,006	8,000	63	5,000
DARE REVENUES	1,735	1,709	36	1,500	2	1,500
DOG POUND REVENUES	495	1,285	565	500	113	500
COPIES IN SCHOOLS REIMBURSEMENT	33,075	26,807	25,358	33,000	77	33,000
TOWNSHIP FIRE CONTRACTS	58,131	59,874	61,669	61,000	101	63,550
FIRE DEPARTMENT CALLS	47,405	26,525	22,637	20,000	113	20,000
RESQUE SQUAD CALLS	1,952	3,529	239	2,000	12	2,000
BUILDING INSPECTIONS SERVICES	37,497	34,481	26,300	39,000	67	40,000
STREET REPAIR FEES	1,379	900	3,300	2,000	165	2,000
EQUIPMENT RENTALS	3,198	3,235	1,280	4,000	32	4,000
WEED REMOVAL CHARGES	2,858	943	828	2,000	41	2,000
SWIMMING POOL RECEIPTS	51,014	45,370	41,435	50,000	83	45,000
POOL CONCESSION SALES	12,401	10,535	7,893	12,000	66	9,000
ARMORY USE FEES	8,693	8,730	7,195	9,000	80	9,000
PARK FEES	16,444	14,588	19,968	16,000	125	16,000
TREE REMOVAL RECEIPTS	6,261	1,379	3,155	5,000	63	2,000
BUS FARES	35,158	38,916	33,358	35,000	95	35,000
BUS SIGN ADVERTISING	702	720	660	600	110	600
HANGER RENTALS - AIRPORT	9,453	11,970	10,915	12,000	91	12,000
AIRPORT LAND REVENUES	10,814	750	7,196	1,000	720	5,400
SALE OF LOTS - CEMETERY	3,320	8,723	4,760	3,500	136	3,500
SODDING FEES - CEMETERY	450	405	620	600	103	600
CEMETERY MEMORIALS						
CEMETERY MONUMENT FEES	325	300	275	300	92	300
PARK SIGN RENTALS	255	260	210	200	105	200
COURT FINES	15,276	19,025	18,335	15,000	122	15,000
PARKING FINES	965	455	275	1,000	28	1,000

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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
SPECIAL ASSESSMENTS	183	11	41			
INTEREST EARNINGS	36,968	36,796	45,670	32,000	143	40,000
UNREALIZED GAIN (LOSS) ON INVEST	20,867	(49,682)				
PROPERTY RENTS	10,200		50			
CIVIC CENTER RENT	30,316	30,022	25,669	29,000	89	14,500
DONATIONS	1,838	3,163	5,930	1,000	593	1,000
SALE OF PROPERTY	838	6,800	1,500			
REFUNDS & REIMBURSEMENTS	46,321	93,644	44,979	20,000	225	20,000
REIMBURSEMENTS - GAS & OIL	30,931	26,106	31,487	25,000	126	25,000
OTHER REVENUE	13,479	4,101	3,510	5,000	70	5,000
MANAGEMENT FEE-EDA & RL FUND	18,545	17,848		16,000		16,000
MANAGEMENT FEES - GARBAGE FUND	8,328	8,495	7,942	8,664	92	8,838
MANAGEMENT FEE - WATER FUND	36,330	37,057	34,650	37,800	92	38,556
MANAGEMENT FEE - ELECTRIC FUND	163,430	166,699	155,870	170,040	92	173,440
MANAGEMENT FEE - LIQUOR FUND	24,130	24,612	23,012	25,104	92	25,606
MANAGEMENT FEE - SEWER FUND	47,166	48,109	44,982	49,071	92	50,052
MANAGEMENT FEES - TAX INCREMENT	364					
TRANSFER FROM OTHER FUNDS	1,664	1,432		1,650		1,650
TRANSFER FROM LIQUOR FUND	30,000	60,000	80,000	80,000	100	80,000
TRANSFER FROM UTILITY FUND	157,938	153,728		170,000		70,000
TOTAL GENERAL FUND REVENUES	3,509,920	3,528,942	2,284,763	3,545,787	64	3,623,892
GENERAL FUND EXPENDITURES						
MAYOR & COUNCIL						
SALARIES - CITY COUNCIL	15,420	15,730	14,280	16,000	89	16,000
PENSIONS	1,180	1,203	1,092	1,200	91	1,200
OFFICE SUPPLIES	82	60		100		100
MAYOR & COUNCIL CONTINGENCY	2,342	170	684	400	171	500
TRAVEL EXPENSE	955	1,284	1,165	1,400	83	1,000
TRAINING & INSTRUCTION	1,265	935	1,110	1,400	79	850
PRINTING & PUBLISHING	4,091	4,090	3,758	3,000	125	4,000
OTHER INS - PUBLIC OFF LIAB	15,900	17,175	9,660	17,500	55	10,000
DUES & SUBSCRIPTIONS	8,012	7,921	8,475	8,600	99	8,500
TOTAL: MAYOR & COUNCIL	49,246	48,569	40,225	49,600	81	42,150
ADMINISTRATION & FINANCE						
SALARIES	266,005	262,015	249,571	289,800	86	268,000
PENSIONS	46,567	46,111	42,586	51,900	82	47,900
HEALTH, LIFE, DISB + CAFETERIA	58,169	54,836	53,690	62,000	87	59,500
OFFICE SUPPLIES	5,947	4,731	4,824	6,000	80	6,000
DUPLICATING & COPYING	3,539	2,507	2,595	4,000	65	4,000

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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
POSTAGE	3,832	2,082	1,419	3,000	47	3,000
SAFETY AND DRUG TESTING	299	843	580	500	116	500
GAS & OIL	2,774	3,423	2,536	3,000	85	3,000
EQUIPMENT REPAIR PARTS	1,372	1,290	1,728	1,000	173	1,500
SMALL TOOLS AND EQUIPMENT	2,875	2,097	2,360	4,000	59	4,000
UTILITY CONTRACTED SERVICES	12,000	12,000	11,000	12,000	92	14,400
OTHER CONTRACTED SERVICES	8,510	12,880	7,951	8,000	99	8,000
CONSULTING SERVICES	10,637	4,680	25,536	4,000	638	8,000
TELEPHONE	9,395	9,194	8,205	10,000	82	10,000
TRAVEL EXPENSE	6,260	8,573	4,531	7,000	65	7,000
TRAINING & INSTRUCTION	1,710	2,616	2,093	2,500	84	2,500
PUBLIC INFORMATION		131				
INSURANCE	2,409	2,075	6,320	2,000	316	6,000
WORKERS COMPENSATION	2,647	1,797	1,811	2,000	91	2,000
DUES & SUBSCRIPTIONS	2,069	2,116	2,170	2,000	108	2,200
TOTAL: ADMINISTRATION & FINANCE	447,017	436,000	431,506	474,700	91	457,500
ELECTIONS						
TEMPORARY SALARIES	3,908	1,327	1,881	4,000	47	1,500
OFFICE SUPPLIES	4,795	3,261	601	3,000	20	3,500
TOTAL: ELECTIONS	8,702	4,588	2,482	7,000	35	5,000
AUDITING & ACCTING SERVICES	19,100	19,850	20,675	20,500	101	21,500
ASSESSING SERVICES CONTRACTED	17,380	17,369	17,292	17,500	99	17,500
CITY ATTORNEY						
OFFICE SUPPLIES	833	1,372	389	1,200	32	800
CITY ATTORNEY CONTRACT	22,765	25,387	19,928	26,000	77	26,000
TOTAL: CITY ATTORNEY	23,598	26,759	20,316	27,200	75	26,800
CITY HALL						
BUILDING MAINTENANCE & SUPPL	6,284	8,098	5,551	15,000	37	13,000
CONTRACTED SERV - CLEANING	2,556	3,817	3,475	4,200	83	4,000
INSURANCE	4,100	4,800	4,543	5,000	91	5,000
UTILITIES	8,621	7,331	8,202	8,000	103	9,000
HEATING COST	3,922	3,794	4,642	4,000	116	5,000
TOTAL: CITY HALL	25,483	27,840	26,413	36,200	73	36,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
POLICE DEPARTMENT						
SALARIES	415,356	465,656	413,804	494,300	84	472,800
PENSIONS	71,625	77,848	75,661	93,700	81	95,400
HEALTH, LIFE & DISB INSURANCE	70,913	78,787	98,034	88,260	111	80,300
OFFICE SUPPLIES	4,282	4,184	4,494	4,500	100	4,500
GAS & OIL	22,664	26,024	24,445	25,000	98	22,000
OPERATING SUPPLIES	23,123	17,915	17,570	17,200	102	16,000
UNIFORM ALLOWANCE	8,629	14,196	13,652	9,400	145	10,000
PERSONNEL TESTING & RECRUIT INVESTIGATIONS	542	2,098	133	1,500	9	1,500
EQUIPMENT REPAIR PARTS	7,750	23,565	29,855	24,000	124	32,000
EQUIPMENT REPAIRS CONTRACTED	447	2,925	2,822	2,500	113	2,500
SMALL TOOLS & EQUIPMENT	9,160	10,125	5,269	9,000	59	9,000
CONTRACTED RECORDS MAINT	7,839	7,878	6,480	9,000	72	9,000
TELEPHONE	1,791			4,000		4,000
DRUG EDUCATION & ENFORCEMENT	7,324	7,311	7,427	7,500	99	7,500
DARE EXPENDITURES			916	2,500	37	2,500
TRAVEL EXPENSE	1,509	1,748	1,928	2,000	96	2,000
TRAINING & INSTRUCTION	1,532	2,479	6,315	3,000	211	4,000
INSURANCE	4,214	3,174	6,388	6,000	106	7,000
WORKERS COMPENSATION	16,711	19,251	7,958	20,000	40	9,000
RENTS	17,835	12,451	12,546	13,000	97	11,500
DUES & SUBSCRIPTIONS	1,680	1,680	1,580	1,600	99	1,600
DOG POUND EXPENSES	2,246	2,289	2,161	2,800	77	2,800
	959	2,269	698	1,700	41	1,700
TOTAL: POLICE DEPARTMENT	698,131	783,855	740,137	842,460	88	808,600
FIRE DEPARTMENT						
PART TIME - SALARIES	46,054	42,438	5,325	48,000	11	48,000
OFFICE SUPPLIES	470	48	385	750	51	750
GAS & OIL	3,585	2,304	1,885	3,000	63	2,600
OPERATING SUPPLIES	3,774	4,704	3,052	4,000	76	4,000
EQUIPMENT REPAIR PARTS	3,609	445	429	4,000	11	4,000
EQUIPMENT REPAIR CONTRACTUAL	12,025	2,104	6,029	5,000	121	5,000
RADIO REPAIRS CONTRACTED	582	77		1,000		1,000
BUILDING MAINTENANCE & SUPPL	2,627	15,522	2,830	3,000	94	3,000
BUILDING REPAIRS CONTRACTED		600				
SMALL TOOLS & EQUIPMENT	2,792	4,007	4,939	6,000	82	6,000
TELEPHONE	160	172	158	200	79	200
CONTRACTED SERVICES	529	1,932	208			
TRAVEL EXPENSE	22	1,490	1,982	1,000	198	1,200
TRAINING & INSTRUCTION	5,561	3,852	3,753	5,000	75	5,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
INSURANCE	12,760	15,136	9,274	15,500	60	10,000
WORKERS COMPENSATION	6,746	6,268	6,390	6,500	98	6,500
UTILITIES	3,629	4,263	3,436	4,000	86	4,000
HEATING COST	2,164	3,283	3,411	4,000	85	4,000
HYDRANT RENTALS/FIRE SERVICE	10,000	10,000	9,167	10,000	92	10,000
DUES & SUBSCRIPTIONS	290	432	509	500	102	500
TOTAL: FIRE DEPARTMENT	117,380	119,077	63,159	121,450	52	115,750
BUILDING DEPARTMENT						
SALARIES	45,774	46,365	42,006	48,000	88	47,800
PENSIONS	8,371	8,682	8,295	8,590	97	8,600
HEALTH, LIFE AND DISABILITY	9,808	10,715	10,566	12,800	83	12,800
GAS	975	854	595	900	66	700
OPERATING SUPPLIES	1,858	1,704	2,533	2,000	127	1,600
CONTRACTED SERV.-OTHER EXPENSE	989	528	4,977	3,000	166	1,000
TELEPHONE	738	718	664	750	88	750
TRAVEL EXPENSE	4,206	4,184	3,852	4,000	96	4,000
TRAINING & INSTRUCTION	377	680	470	600	78	600
DUES & SUBSCRIPTIONS	75		60	200	30	100
TOTAL: BUILDING DEPARTMENT	73,170	74,430	74,017	80,840	92	77,950
HIGHWAY STREETS & ROADS						
SALARIES	192,636	197,182	193,002	192,000	101	197,000
PENSIONS	32,790	33,826	34,177	35,000	98	35,000
HEALTH, LIFE & DISB INSURANCE	30,532	27,693	22,590	36,000	63	36,000
OFFICE SUPPLIES	78	81	29	200	14	80
GAS & OIL	35,601	40,225	39,769	42,000	95	33,000
OPERATING SUPPLIES	9,396	10,007	7,647	9,000	85	11,000
STREET MARKINGS & SIGNS	9,015	11,242	7,932	10,000	79	10,000
SHOP SUPPLIES	1,191	859	495	600	83	1,000
EQUIPMENT REPAIR PARTS	14,298	20,065	14,264	15,000	95	15,000
TIRES	7,008	12,807	5,273	10,000	53	10,000
EQUIPMENT REPAIRS CONTRACTED	6,745	23,107	4,553	8,000	57	8,000
STREET MAINTENANCE-MATERIALS	20,214	15,163	5,290	30,000	18	30,000
STREET MAINT.- SEALCOATING	47,822			70,000		90,000
SNOW REMOVAL	6,758	17,682	8,530	10,000	85	10,000
FLOOD CONTROL	10,624					
BUILDING MAINTENANCE & SUPPL	1,801	4,275	1,192	2,500	48	2,500
SMALL TOOLS & EQUIPMENT	4,368	4,081	6,078	2,500	243	5,000
TELEPHONE	900	900	825	900	92	900
TRAVEL EXPENSE	375	187	269	450	60	450

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
TRAINING & INSTRUCTION	807	774	1,009	1,000	101	1,000
INSURANCE	18,859	21,970	13,676	23,000	59	14,000
WORKERS COMPENSATION	17,445	13,690	14,202	14,000	101	14,000
UTILITIES	3,938	4,598	5,305	4,500	118	4,500
HEATING COST	1,741	2,785	2,986	3,000	100	3,000
STREET LIGHTING UTILITIES	64,561	63,499	53,685	70,000	77	70,000
LAUNDRY	876	878	843	1,000	84	1,000
TOTAL: STREET DEPARTMENT	540,378	527,577	443,622	590,650	75	602,430
ORGANIZED RECREATION						
MANAGEMENT FEES	14,738	19,783	18,431	19,500	95	19,500
SENIOR CITIZEN PROGRAM	12,378	10,537	10,166	17,500	58	10,500
TOTAL: ORGANIZED RECREATION	27,116	30,410	28,597	37,000	77	30,000
SWIMMING POOL						
TEMPORARY SALARIES	40,241	41,026	39,029	43,000	91	43,000
PENSIONS	3,078	3,139	2,986	3,300	90	3,300
OPERATING SUPPLIES	7,732	7,457	6,237	8,200	76	8,200
BUILDING MAINTENANCE & SUPPL	5,958	6,598	18,928	7,000	270	22,000
BUILDING REPAIRS CONTRACTED	10,264	569	767	1,000	77	1,000
CONCESSION SUPPLIES	12,597	8,876	8,481	9,000	94	9,000
TELEPHONE	464	427	497	450	111	450
INSURANCE	8,490	8,561	7,657	9,000	85	8,000
UTILITIES	11,912	10,407	9,898	11,500	86	11,500
HEATING COST	4,828	7,210	7,880	8,000	98	7,000
TOTAL: SWIMMING POOL	105,563	94,269	102,359	100,450	102	113,450
ARMORY						
OPERATING SUPPLIES		2,174	130	500	26	500
BUILDING MAINT & SUPPLIES	4,933	5,307	1,258	5,000	25	3,000
CONTRACTED SERVICES	293	1,395	10,817	10,000	108	12,000
TELEPHONE	465	512	444	500	89	500
INSURANCE	1,800	2,400	1,610	2,600	62	1,700
UTILITIES	2,060	2,179	1,728	2,200	79	2,000
HEATING COST	1,686	2,111	2,006	2,000	100	2,300
TOTAL: ARMORY	11,237	16,078	17,992	22,800	79	22,000
PARKS						
SALARIES	76,554	79,245	86,097	73,000	118	75,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
PENSIONS	10,266	11,149	12,718	11,000	116	11,000
HEALTH, LIFE & DISB INSURANCE	11,556	12,683	11,699	12,000	97	12,000
MOSQUITO SPRAY & SUPPLIES	6,697	725	4,149	8,000	52	8,000
CHEMICALS & CHEM SUPPLIES	1,082	3,320	726	3,500	21	5,000
GAS & OIL	8,417	8,343	9,894	10,000	99	10,000
OPERATING SUPPLIES	27,208	19,714	13,054	15,000	87	15,000
LANDSCAPING MATERIALS	2,842	10,838	2,152	4,000	54	7,000
EQUIPMENT REPAIR PARTS	8,677	12,514	10,846	8,000	136	8,000
EQUIPMENT REPAIRS CONTRACTED	747	2,031	1,208	3,000	40	2,000
BUILDING REPAIR AND MAINT	4,402	4,691	6,335	3,500	181	3,500
SMALL TOOLS & EQUIPMENT	5,710	4,519	19,585	5,000	392	12,000
CONTRACTED SERVICES-MOWING	4,432	5,063	5,622	5,000	112	5,000
CONTRACTED SERVICES-TREE REMOV	19,323	147,467	25,801	27,000	96	27,000
CONTRACTED SERVICES-OTHER	7,687	5,599	7,030	5,000	141	5,000
TELEPHONE	664	720	728	500	146	500
TRAVEL EXPENSE	595	361	391	500	78	500
TRAINING & INSTRUCTION	360	323	777	500	155	500
INSURANCE	13,262	15,443	17,132	14,500	118	17,400
UTILITIES	10,000	6,578	8,720	8,000	109	8,000
RENT	1,800	1,800	1,650	1,800	92	1,800
CEMETERY	2,475	2,561	12,076	4,000	302	5,000
TOTAL: PARK DEPARTMENT	224,757	355,684	258,390	222,800	116	239,200
LODGING TAX EXPENSES	24,769	27,138	22,971	43,750	53	25,000
PROPERTY TAX ABATEMENTS	20,443	8,808	17,836	20,000	89	20,000
NOT ALLOCATED	10,751	8,651	15,466	10,000	155	10,000
PUBLIC TRANSIT						
SALARIES	95,564	84,385	80,488	93,000	87	95,000
PENSIONS	14,213	13,170	12,289	13,000	95	15,200
HEALTH, LIFE & DISB INSURANCE	19,725	14,894	15,606	25,000	62	16,525
GAS & OIL	25,031	26,723	22,132	27,000	82	23,000
PERSONNEL TESTING		7,849	1,125			
OPERATING SUPPLIES	2,453	1,672	1,007	1,500	67	1,500
EQUIPMENT REPAIR PARTS	3,114	8,721	6,891	8,000	86	8,000
TIRES	902	1,412	2,133	2,500	85	3,000
TELEPHONE	489	512	456	500	91	600
TRAVEL EXPENSE	758	496	673	600	112	600
TRAINING & INSTRUCTION	124	225	155	200	78	200
ADVERTISING				300		500

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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
INSURANCE	4,900	4,764	8,540	5,400	158	9,000
WORKERS COMPENSATION	5,554	5,340	4,331	5,500	79	4,500
RENT	4,500	4,500	4,125	4,500	92	4,500
DUES AND SUBSCRIPTIONS						
TOTAL: PUBLIC TRANSIT	177,327	174,662	159,953	187,000	86	182,125
AIRPORT						
SALARIES	2,500	2,500		2,500		2,500
PENSIONS	192	192		430		500
GAS	23,789	19,310	36,217	23,000	157	23,000
OPERATING SUPPLIES	1,571	3,003	2,404	3,000	80	3,000
BUILDING MAINTENANCE & SUPPL	7,486	6,821	12,109	5,000	242	5,000
MANAGEMENT FEES	4,200	4,200	4,040	4,500	90	4,500
CONTRACTED SERVICES	4,854	12	720	500	144	500
TELEPHONE	864	894	798	900	89	900
INSURANCE	4,600	4,820	5,273	5,200	101	5,200
UTILITIES	9,001	11,450	7,459	10,000	75	10,000
HEATING COST	672	483	1,163	1,000	116	1,000
TOTAL: AIRPORT	59,728	53,685	70,183	56,030	125	56,100
TRANSFERS						
TRANSFER TO LIBRARY FUND						
TRANSFER TO FIRE DEPT BOND FND						
TRANS TO CAPITAL OUTLAY FUND	350,000	412,000		450,000		533,000
TRANS TO GOLF CLUB FUND	2,648	4,317	4,180			70,000
TRANSFER TO CONCRETE PROJECTS	15,000	15,000		15,000		15,000
TRANS TO STORM WATER FUND	10,000	200,000				
TRANS TO FIRE RELIEF FUND	33,110	47,202	38,760	36,803	105	36,000
TRANS TO OTHER FUNDS	48,308					
TRANS TO CIVIC CENTER	26,000	26,000	23,833	26,000	92	60,837
TOTAL GENERAL FUND EXPENDITURES	3,166,341	3,559,818	2,640,365	3,495,733	76	3,623,892
TOTAL REVENUES LESS EXPENDITURES	343,579	(30,877)	(355,602)	50,054	(710)	

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
LIBRARY FUND						
TAXES	116,326	104,314	58,091	106,800	54	109,710
INTEREST EARNINGS						
RENTALS						
DONATIONS	5,115	5,434	1,029			
BUILDING DONATIONS						
SALE OF PROPERTY						
REFUNDS & REIMBURSEMENTS	2,044	2,017	2,311	2,000	116	2,000
TRANSFER FROM GENERAL FUND						
TRANSFER FROM OTHER FUNDS	450	396		450		450
TOTAL LIBRARY FUND REVENUES	123,935	112,161	61,431	109,250	56	112,160
EXPENDITURES						
OFFICE & OPERATING SUPPLIES	1,691	3,531	4,992	5,003	100	5,000
EQUIPMENT REPAIRS				500		500
BUILDING MAINTENANCE & SUPPL	4,530	5,261	8,157	6,000	136	6,000
BUILDING REPAIRS CONTRACTED	3,557					
MANAGEMENT FEES-PIONEERLAND	72,671	74,850	77,097	77,097	100	79,410
CONTRACTED SERV - CLEANING	4,200	4,605	4,345	5,000	87	5,000
TELEPHONE	928	923	827	1,000	83	1,000
TRAVEL	175	175	357	750	48	750
INSURANCE	2,900	3,500	3,864	3,700	104	3,900
UTILITIES	5,037	4,484	2,226	5,200	43	5,200
HEATING COST	954	2,126	2,291	2,000	115	2,300
CAPITAL OUTLAY			12,000			5,000
CAPITAL OUTLAY - BOOKS	3,000	3,000	3,538	3,000	118	3,100
TOTAL LIBRARY FUND EXPENDITURES	99,644	102,455	119,695	109,250	110	117,160
TOTAL REVENUES LESS EXPENDITURES	24,291	9,706	(58,263)			(5,000)

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** WATER FUND ***						
SALE OF SERVICE	574,489	561,063	519,533	591,500	88	592,000
CONNECTION FEES		750	250	500	50	500
FIRE SERVICE FEE	10,000	10,000	9,167	10,000	92	10,000
REFUNDS & REIMBURSEMENTS	5,069	18,996	3,804	7,000	54	5,000
TOTAL REVENUES	589,558	590,809	532,753	609,000	87	607,500
EXPENDITURES						
SALARIES	94,603	103,159	98,732	105,000	94	110,000
EARNED BENEFITS	(259)	(15,024)		1,200		1,200
FRINGE BENEFITS	33,926	36,946	35,729	39,530	90	42,530
OFFICE SUPPLIES	1,031	161	334	500	67	500
CHEMICALS & CHEMICAL SUPPLIES	8,878	23,116	16,693	25,000	67	25,000
GAS & OIL	3,078	3,405	3,544	4,000	89	3,500
OPERATING SUPPLIES	5,140	5,517	7,403	5,000	148	5,500
LABORATORY AND TESTING	2,941	5,368	1,152	2,000	58	4,000
EQUIPMENT REPAIR & MAINTENANCE	2,668	7,402	2,708	5,500	49	5,500
MAINTAIN SYSTEM	22,944	76,620	53,626	39,000	138	39,000
BUILDING REPAIR & MAINTENANCE	5,409	3,191	593	3,000	20	2,000
MANAGEMENT FEES	36,330	37,057	34,650	37,800	92	38,556
TELEPHONE	1,661	1,942	1,855	2,000	93	2,000
TRAVEL	283	935	699	1,000	70	1,000
TRAINING	628	1,832	1,342	1,000	134	2,000
MARKETING	386	596	569	600	95	600
INSURANCE	10,769	14,350	7,910	5,130	154	5,200
WORK COMP INSURANCE	4,740	3,489	145	3,500	4	3,500
ELECTRIC UTILITIES	31,357	29,679	24,284	34,000	71	29,000
DEPRECIATION	189,287	190,821	171,264	190,000	90	190,000
MISCELLANEOUS	4,938	4,423	2,336	5,000	47	5,000
INTERDEPARTMENTAL CHARGES	12,375	12,375	11,344	12,375	92	12,375
TOTAL EXPENDITURES	473,113	547,358	476,912	522,135	91	527,961
OPERATING PROFIT/(LOSS)	116,446	43,451	55,842	86,865	64	79,539

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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
OTHER INCOME & EXPENSE						
INTEREST INCOME	10,991	10,871	6,947	12,000	58	10,000
CONTRIBUTED CAPITAL DEPRECIAT'N						
GAIN/LOSS ON FIXED ASSET SALE	(15,628)					
INTEREST EXPENSE	(63,145)	(68,500)	(37,552)	(67,600)	56	(62,300)
GRANTS & CONTRIBUTED CAPITAL						
NET INCOME/(LOSS)	48,664	(11,479)	25,237	31,265	81	27,239

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** SEWER FUND ***						
SALE OF SERVICE	730,264	738,026	747,900	850,000	88	867,000
CONNECTION FEES		4,000	2,500	2,000	125	2,000
REFUNDS & REIMBURSEMENTS	6,592	4,723	1,571	2,000	79	2,000
TOTAL REVENUES	736,856	746,748	751,970	854,000	88	871,000
EXPENDITURES						
SALARIES	6,378	5,533	5,583	6,800	82	6,800
EARNED BENEFITS	314	(20,118)		300		300
FRINGE BENEFITS	1,918	1,780	1,978	2,200	90	2,100
OFFICE SUPPLIES	77			400		200
CHEMICALS & CHEMICAL SUPPLIES			30,834	30,000	103	34,000
GAS & OIL	2,218	3,397	3,117	3,000	104	3,000
OPERATING SUPPLIES	523	1,969	1,167	500	233	1,000
LABORATORY AND TESTING		2,071				
CONTRACTED SERVICES-TESTING			357			
EQUIPMENT REPAIR & MAINTENANCE	4,426	13,426	10,733	10,000	107	12,000
MAINTAIN SYSTEM	15,707	28,493	46,717	34,000	137	34,000
BUILDING REPAIR & MAINTENANCE	7,162	8,838	5,262	9,000	58	10,000
CONTRACTED OPERATIONS	290,757	287,511	238,887	260,600	92	241,332
MANAGEMENT FEES	47,166	48,109	44,982	49,071	92	50,052
TELEPHONE	242	234	216	300	72	300
TRAVEL	234	22	163	300	54	300
TRAINING	173	482	330	400	83	500
INSURANCE	16,669	19,791	11,872	13,000	91	13,000
WORK COMP INSURANCE	527	490		200		
ELECTRIC UTILITIES	34,838	38,894	42,095	39,000	108	44,000
HEAT	3,848	6,009	5,729	6,000	95	6,500
DEPRECIATION	319,857	318,504	291,722	315,000	93	315,000
MISCELLANEOUS	3,470	4,999	1,744	4,000	44	4,000
INTERDEPARTMENTAL CHARGES	21,360	21,360	19,580	21,360	92	21,360
TOTAL EXPENDITURES	777,863	791,793	763,068	805,431	95	799,744
OPERATING PROFIT/(LOSS)	(41,007)	(45,045)	(11,097)	48,569	(23)	71,256

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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
OTHER INCOME & EXPENSE						
SPECIAL ASSESSMENTS						
INTEREST INCOME	6,545	3,667	1,007	4,000	25	2,000
CONTRIBUTED CAPITAL DEPRECIAT'N						
INTEREST EXPENSE	(71,937)	(71,366)	(39,600)	(63,700)	62	(60,200)
GAIN/LOSS ON DISPOSAL OF ASSET						
GRANTS & CONTRIBUTED CAPITAL						
NET INCOME/(LOSS)	<u>(106,399)</u>	<u>(112,744)</u>	<u>(49,691)</u>	<u>(11,131)</u>	446	<u>13,056</u>

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** GARBAGE COLLECTION FUND ***						
REVENUES						
SALE OF GARBAGE TAGS	3,058	4,365	3,500	3,000	117	4,000
GARBAGE BILLINGS	161,670	162,360	148,891	163,000	91	163,000
OTHER REVENUE	368	135	436	200	218	200
TOTAL REVENUES	165,096	166,860	152,826	166,200	92	167,200
EXPENDITURES						
OPERATING SUPPLIES	871	1,768	1,192	1,200	99	1,200
MANAGEMENT FEES	8,328	8,495	7,942	8,664	92	8,838
CONTRACTED GARBAGE PICKUP	103,944	103,944	95,282	114,000	84	114,000
REFUSE DISPOSAL	43,076	44,196	39,747	75,000	53	80,000
UNCOLLECTABLE ACCOUNTS	408	848		1,000		1,000
TOTAL EXPENDITURES	156,626	159,251	144,163	199,864	72	205,038
OPERATING PROFIT/(LOSS)	8,470	7,609	8,663	(33,664)	(26)	(37,838)
INTEREST INCOME	2,238	2,119	1,900	2,000	95	2,100
NET INCOME/(LOSS)	10,707	9,728	10,563	(31,664)	(33)	(35,738)

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** ELECTRIC FUND ***						
REVENUES						
SALE OF SERVICE	3,148,431	3,139,818	2,858,719	3,132,000	91	3,132,000
MISCELLANEOUS	55,547	77,591	38,231	88,000	43	44,000
ADMINISTRATIVE SERVICES	12,000	12,000	11,000	12,000	92	14,400
INTERDEPARTMENTAL CHARGES	33,735	33,735	30,924	33,735	92	33,735
REFUNDS AND REIMBURSEMENTS	48,765	79,538	24,091	20,000	120	10,000
CONSERVATION REBATES	41,573	28,868	23,627	20,000	118	20,000
TRANSMISSION REVENUE		4,169	4,438	5,400	82	5,000
GENERATION CAPACITY REVENUE	48,024	48,852	20,981	16,000	131	
DEDICATED CAPACITY REVENUE	309,600	313,200	285,500	300,960	95	322,800
GENERATION SALES	12,527	10,262	6,795	15,000	45	9,000
BACKUP POWER AGREEMENT	419,578	681,791	495,065	426,000	116	450,000
TOTAL REVENUES	4,129,781	4,429,823	3,799,371	4,069,095	93	4,040,935
EXPENDITURES						
POWER PRODUCTION						
GAS & OIL	43,185	42,086	174	30,000	1	30,000
OPERATING SUPPLIES	700					
EQUIPMENT REPAIR & MAINTENANCE	58,931	75,953	51,031	65,000	79	115,000
BUILDING REPAIR & MAINT	2,199	1,255	4,739	1,500	316	1,500
MANAGEMENT FEES-POWER PRODUCT		16,670	15,587	17,004	92	17,344
MRES-OPERATION & MAINT		30,152	12,656	31,000	41	23,000
CONTRACTED SERVICES	576					
UTILITIES	29,349	35,644	29,385	36,000	82	30,000
MISCELLANEOUS	2,752					
TOTAL POWER PRODUCTION	137,692	201,760	113,572	180,504	63	216,844
PURCHASED POWER						
PURCHASED POWER	1,551,746	1,527,111	1,350,246	1,525,000	89	1,620,000
WHEELING	293,366	296,073	247,448	296,000	84	290,000
BACKUP POWER AGREEMENT COSTS	216,670	327,037	240,189	226,500	106	250,000
TOTAL PURCHASED POWER	2,061,782	2,150,222	1,837,883	2,047,500	90	2,160,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
TRANSMISSION						
MAINTENANCE OF TRANS LINE		204		1,000		1,000
MANAGEMENT FEES-TRANSMISSION		16,670	15,587	17,004	92	17,344
MRES-STATION & MAINT		1,151	756	2,000	38	2,000
OTHER CONTRACTED SERVICES						
TOTAL TRANSMISSION		18,025	16,343	20,004	82	20,344
DISTRIBUTION						
MRES - OFFICE ADDER		8,876	29,606	10,000	296	22,500
GAS & OIL	10,400	11,965	8,412	13,000	65	11,000
OPERATING SUPPLIES	18,078	16,706	12,143	17,000	71	16,000
EQUIPMENT REPAIRS & MAINT	30,063	23,190	29,173	25,000	117	23,000
MAINTAIN SYSTEM	19,603	47,763	19,671	39,000	50	49,000
MAINTAIN STREET LIGHTS	3,657	27,847	4,905	28,000	18	10,000
BUILDING REPAIR & MAINTENANCE	2,681	10,067	910	11,000	8	8,000
MANAGEMENT FEES-DIST		50,001	46,761	51,012	92	52,032
MISSOURI RIVER CLEARING	475,362		82,285			
MRES DISTRIBUTION		414,106	290,390	421,000	69	388,000
OTHER CONTRACTED SERVICES		3,713	5,060	5,000	101	5,000
TELEPHONE	1,145	3,816	3,091	6,500	48	5,000
TRAVEL EXPENSE	1,014	2,251	4,799	2,600	185	4,000
TRAINING	2,478	12,293	8,842	12,000	74	12,000
ELECTRIC UTILITIES	11,702	14,347	14,480	15,000	97	16,000
HEAT	1,662	2,378	496	3,000	17	3,000
MISCELLANEOUS		845	295	1,000	30	1,000
TOTAL DISTRIBUTION	577,847	650,164	561,320	660,112	85	625,532
ADMINISTRATION						
SALARIES	82,463	84,384	74,967	89,000	84	90,000
EARNED BENEFITS	4,533	(456)		1,500		1,500
FRINGE BENEFITS	32,268	33,889	34,760	38,550	90	39,055
OFFICE SUPPLIES	10,605	14,623	12,237	14,000	87	14,000
POSTAGE	3,211	2,764	1,351	3,500	39	2,000
GAS	209	419	187	500	37	500
MANAGEMENT FEES	163,430	75,015	70,142	76,518	92	78,048
MRES-NON UTILITY CHARGES		51,385	46,869	50,000	94	82,000
CONTRACTED SERVICES	7,157	18,578	7,075	20,000	35	11,000
DATA PROCESSING SERVICES	24,225	20,240	20,571	22,000	94	25,000
BILL PRINT SERVICES	11,215	11,073	10,481	12,000	87	12,000
TELEPHONE	8,794	7,762	6,581	8,000	82	8,000
TRAVEL EXPENSE	1,847	1,800	1,776	2,500	71	2,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
TRAINING & INSTRUCTION	763	745	425	1,800	24	1,800
MARKETING	9,321	8,650	7,125	10,000	71	9,000
INSURANCE	22,617	24,511	25,419	27,600	92	28,000
DEPRECIATION	470,684	508,797	428,348	471,300	91	471,300
MISCELLANEOUS	7,279					
BAD DEBTS	11,782	10,697		12,000		12,000
DUES & SUBSCRIPTIONS	5,803	5,830	6,151	6,000	103	6,500
MRES-LOAD MANAGEMENT		4,897	7,708	5,500	140	5,500
LOAD MANAGEMENT/CONSERVATION	58,301	62,145	44,374	55,502	80	45,672
TOTAL ADMINISTRATION	936,508	947,747	806,547	927,770	87	944,875
GRAND TOTAL EXPENSES	3,713,828	3,967,917	3,335,665	3,835,890	87	3,967,595
OPERATING PROFIT/(LOSS)	415,953	461,907	463,706	233,205	199	73,340
OTHER INCOME & EXPENSE						
INTEREST INCOME	61,328	51,613	64,855	52,000	125	60,000
UNREALIZED GAIN (LOSS) ON INVS	23,489	(139,151)				
INTEREST EXPENSE	(286,522)	(478,721)	(228,765)	(257,500)	89	(243,000)
GAIN/LOSS ON DISPOSAL/ASSET		5,630				
SALE OF PROPERTY		1,800				
NET INCOME/(LOSS)	214,248	(96,923)	299,797	27,705	1082	(109,660)
*** SALE OF SERVICE BREAKDOWN ***						
RESIDENTIAL LIGHTING	1,299,443	1,331,517	1,198,225	1,330,000	90	1,320,000
INTERRUPTIBLE SERVICE	68,373	91,244	82,084	85,000	97	90,000
MUNICIPAL SERVICE	201,517	213,866	211,773	220,000	96	215,000
COMMERCIAL LIGHTING	360,464	372,541	347,264	360,000	96	380,000
INDUSTRIAL SERVICE	1,130,883	1,044,293	944,282	1,050,000	90	1,040,000
STREET LIGHTING & SECURITY LIGHTS	87,752	86,357	75,092	87,000	86	87,000
TOTAL SALES OF SERVICE	3,148,431	3,139,818	2,858,719	3,132,000	91	3,132,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** LIQUOR FUND ***						
REVENUES						
SALES	1,092,147	1,138,723	978,844	1,126,000	87	1,097,000
COST OF SALES	719,498	747,601	635,107	734,900	86	722,680

GROSS PROFIT	372,649	391,122	343,737	391,100	88	374,320
RENTAL INCOME	22,959	21,194	14,934	22,000	68	18,000
MACHINE COMMISSIONS	1,600	1,566	1,497	1,500	100	1,500
MISCELLANEOUS INCOME	1,115	558	429	1,000	43	500

TOTAL GROSS PROFIT	398,322	414,439	360,597	415,600	87	394,320
EXPENDITURES						
SALARIES	131,221	148,628	124,399	151,800	82	141,000
FRINGE BENEFITS	37,866	42,179	39,269	51,000	77	46,800
OFFICE SUPPLIES	166	436	313	500	63	500
OPERATING SUPPLIES	5,503	5,914	4,514	6,000	75	6,000
BUILDING MAINTENANCE & SUPPLIES	10,033	7,082	9,047	8,000	113	7,500
MANAGEMENT FEES	24,130	24,612	23,012	25,104	92	25,606
CONTRACTED SERVICES - CLEANING	9,300	9,300	8,533	9,500	90	9,800
TELEPHONE EXPENSE	1,213	1,257	1,176	1,300	90	1,300
TRAVEL EXPENSE	447	443		450		450
TRAINING & INSTRUCTION	99	295	399	300	133	500
FREIGHT ON LIQUOR	3,988	4,165	4,036	4,200	96	4,200
ADVERTISING	15,306	12,371	10,811	15,000	72	13,000
INSURANCE	13,258	13,121	13,948	14,500	96	15,000
UTILITIES	13,973	13,074	11,862	14,000	85	14,000
HEATING COST	533	1,124	1,035	1,200	86	1,200
DEPRECIATION	8,093	6,111	5,669	6,000	94	6,000
MISCELLANEOUS	4,059	4,127	5,484	4,700	117	5,700
CREDIT CARD DISCOUNT	10,996	11,000	11,461	11,000	104	12,000
BAD DEBTS	839	(127)	1,257	500	251	800
LAUNDRY EXPENSE	1,350	1,357	1,185	1,500	79	1,400

TOTAL EXPENDITURES	292,372	306,468	277,410	326,554	85	312,756
OPERATING PROFIT/(LOSS)	105,950	107,971	83,187	89,046	93	81,564
INTEREST INCOME	264	117	88	100	88	100
GAIN/LOSS ON DISPOSAL/ASSET						
NET INCOME/(LOSS)	106,214	108,088	83,275	89,146	93	81,664
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CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
*** LIQUOR SALES ANALYSIS ***						
OFF SALE LIQUOR & WINE SALES	337,517	351,937	310,238	341,000	91	360,000
COST OF SALES	(237,274)	(247,449)	(214,467)	(238,700)	90	(252,000)
GROSS PROFIT	100,243	104,488	95,771	102,300	94	108,000
OFF SALE BEER SALES	552,840	568,975	490,940	572,000	86	540,000
COST OF SALES	(411,697)	(421,227)	(352,401)	(424,000)	83	(400,680)
GROSS PROFIT	141,143	147,748	138,539	148,000	94	139,320
ON SALE LIQUOR & WINE SALES	62,115	71,132	62,601	70,000	89	70,000
COST OF SALES	(9,904)	(12,512)	(11,651)	(11,200)	104	(12,600)
GROSS PROFIT	52,211	58,619	50,950	58,800	87	57,400
ON SALE BEER SALES	90,616	97,499	71,474	94,000	76	80,000
COST OF SALES	(24,405)	(26,771)	(20,431)	(25,000)	82	(22,400)
GROSS PROFIT	66,210	70,728	51,043	69,000	74	57,600
MISCELLANEOUS SALES	49,060	49,180	43,592	49,000	89	47,000
COST OF SALES	(36,218)	(39,642)	(36,156)	(36,000)	100	(35,000)
GROSS PROFIT	12,841	9,538	7,435	13,000	57	12,000
TOTAL SALES	1,092,147	1,138,723	978,844	1,126,000	87	1,097,000
TOTAL COST OF SALES	(719,498)	(747,601)	(635,107)	(734,900)	86	(722,680)
TOTAL GROSS PROFIT	372,649	391,122	343,737	391,100	88	374,320

General Capital Outlay Fund Budget

		Beginning Balances	Funding Sources	2015 Uses	Ending Balances	Reclass	Revised Balances
Administration	1	\$83,074	\$10,000	\$25,000	\$68,074	(\$50,000)	\$18,074
City Hall	2	\$80,194	\$10,000	\$10,000	\$80,194	(\$50,000)	\$30,194
Police Department		\$54,288	\$40,000	\$72,000	\$22,288		\$22,288
Fire Department		\$147,290	\$40,000	\$60,000	\$127,290		\$127,290
Street Department	3	\$109,269	\$900,000	\$895,000	\$114,269		\$114,269
Park Department	4	\$144,453	\$83,000	\$126,000	\$101,453	(\$50,000)	\$51,453
Golf Clubhouse	5	\$0	\$100,000	\$200,000	-\$100,000	\$100,000	\$0
Armory	6	\$17,185	\$220,000	\$300,000	-\$62,815	\$100,000	\$37,185
Public Transit		\$37,173	\$0	\$25,000	\$12,173		\$12,173
Airport	7	<u>\$106,819</u>	<u>\$90,050</u>	<u>\$75,000</u>	<u>\$121,869</u>	<u>(\$50,000)</u>	<u>\$71,869</u>
Total		\$779,745	\$1,493,050	\$1,788,000	\$484,795	\$0	\$484,795

- 1 Reclass \$50,000 to Clubhouse and Armory projects.
- 2 Reclass \$50,000 to Clubhouse and Armory projects.
- 3 \$600,000 bond proceeds and \$300,000 transfer from General Fund.
- 4 Reclass \$50,000 to Clubhouse and Armory projects.
- 5 Clubhouse remodel. Restrooms, siding, windows, HVAC. \$100,000 from reclassified dollars and \$100,000 Utility Fund Transfer.
- 6 Armory remodel. HVAC and offices. \$100,000 from reclassified dollars and \$200,000 Utility Fund Transfer.
- 7 Reclass \$50,000 to Clubhouse and Armory projects.

**RESOLUTION ADOPTING FINAL 2014 PROPERTY
TAX LEVY, COLLECTIBLE IN 2015
(RESOLUTION NO. 2014-)**

BE IT RESOLVED by the City Council of the City of Benson, County of Swift, Minnesota that the following sums of money be levied for the current year, collectible in 2015, upon the taxable property in the City of Benson, for the following purposes:

General Fund Levy	\$631,310
Claussen Properties II Abatement	20,000
Wages and Benefits of Police Personnel	587,000
Library Fund Levy	<u>109,710</u>
TOTAL	1,348,020

BE IT FURTHER RESOLVED that the following sum of money be levied for the current year, collectible in 2014, based upon the market value of the taxable property in the City of Benson, for the following purpose:

G.O. Swimming Pool	<u>\$75,705</u>
Total	\$75,705

BE IT FURTHER RESOLVED that \$64,126.13 is irrevocably appropriated from the Utility Fund to the equipment portion of the \$1,130,000 G. O. Bond, Series 2012A Fund to cover that portion of the 2015 tax levy.

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Swift County, Minnesota.

**RESOLUTION CERTIFYING THE FINAL OPERATING BUDGET
FOR THE CALENDAR YEAR 2015 FOR THE CITY OF BENSON, MINNESOTA
(RESOLUTION NO. 2014-)**

BE IT RESOLVED, that the Final Operating Budget for the City of Benson, Minnesota, for the fiscal year beginning January 1, 2015 and ending December 31, 2015 is hereby approved.

BE IT FURTHER RESOLVED, that the General Fund Budget is summarized as follows:

Revenues

Taxes - General Fund	1,238,310
Taxes – Library	109,710
State Grants and Aids	1,229,290
Other Revenues	<u>1,158,742</u>
Total Revenues	3,736,052

Expenditures

General Government	606,450
Public Safety	1,002,300
Highways, Streets and Roads	602,430
Parks and Recreation	404,650
Public Transit	182,125
Library	117,160
Capital Outlay	533,000
Other Expenditures	<u>292,937</u>
Total Expenditures	3,741,052

Excess (Deficiency) of Revenues over Expenditures (\$5,000)

BE IT FURTHER RESOLVED, that the City Manager shall cause the entire final Operating Budget to be printed and filed in the City Office for inspection and reference by the public.

**RESOLUTION TRANSFERRING AMOUNT DESIGNATED FOR FUTURE
CAPITAL OUTLAY TO THE GENERAL CAPITAL OUTLAY FUND
(RESOLUTION NO. 2014-)**

WHEREAS, the Benson City Council has established a fund known as the General Capital Outlay Fund, and

WHEREAS, the Council desires to track all capital outlay purchases for the General Fund through this fund, and

WHEREAS, there are monies appropriated in the General Fund 2014 Budget for this purpose.

NOW, THEREFORE, BE IT RESOLVED that the following amounts be transferred from the General Fund Appropriated Fund Balance to the General Capital Outlay Fund for:

Administration	5,000
City Hall	20,000
Police Department	50,000
Fire Department	110,000
Street Department	220,000
Park	70,000
Armory	25,000
Airport	<u>20,000</u>
TOTAL	520,000

**RESOLUTION TRANSFERRING 25% OF THE NET PROFIT
OF THE UTILITY FUND TO THE GENERAL FUND
(RESOLUTION NO. 2014-)**

WHEREAS, the City charter allows for the transfer of no more than 25% of the net profit from the Utility Fund to any other fund in any one year provided that a ten year Capital Improvement Program has been studied and implemented and that the fund does not need this money to fulfill its Improvement Program, and

WHEREAS, the City Council has adopted a ten year Capital Improvements Program as part of its 2014 Budget, and

WHEREAS, the City Council as part of its 2014 General Budget included a transfer of 25% of the net profit of the Utility Fund be transferred to the General Fund.

NOW, THEREFORE BE IT RESOLVED that the City Council transfers \$104,898 from the Utility Fund to the General Fund.

**RESOLUTION TRANSFERRING \$4,770 FROM THE EDA FUND AND \$13,078 FROM THE
REVOLVING LOAN FUND TO THE GENERAL FUND
(RESOLUTION NO. 2014-)**

WHEREAS, the City of Benson is active in economic development, and

WHEREAS, the Economic Development Authority makes loans to local businesses in order to create jobs, and

WHEREAS, these loans are administered by personnel within the General Fund, and

WHEREAS, a 1% management fee on the beginning asset balance of these Funds is a reasonable fee to charge for this administration.

NOW, THEREFORE BE IT RESOLVED that the City Council authorized the transfer of \$3,392 from the EDA Fund and \$12,896 from the Revolving Loan Fund to the General Fund.

**RESOLUTION DESIGNATING ECONOMIC DEVELOPMENT FUNDS
FOR OPERATING CAPITAL INVESTMENT
(RESOLUTION NO. 2014-)**

WHEREAS, the City of Benson operates an Economic Development Fund to finance economic development projects and investments.

NOW, THEREFORE BE IT RESOLVED that the City Council authorizes a committed fund balance in the Economic Development fund of \$300,000 for the purchase of industrial property and industrial property investments.

**RESOLUTION TO APPROVE BUDGETED TRANSFERS
(RESOLUTION NO. 2014-)**

WHEREAS, the City of Benson has maintained the following funds, and

WHEREAS, the City Council has determined that it is prudent to make transfers in 2014 in order to fund certain projects or programs.

NOW, THEREFORE BE IT RESOLVED that the following amounts be transferred from the following funds:

	Budgeted	Transferred
From Cemetery Perpetual Care to General Fund	1,650	1,354
From General Fund to Concrete Projects Fund	15,000	15,000
TOTAL	16,650	16,354

Community Development Revolving Fund

	Actual 2013	Project 2014	Budget 2015
RECEIPTS			
Refund of Loan	1,720	0	2,000
Grant Proceeds	0	0	0
Transfer from General Fund	0	0	0
TOTAL REVENUES	1,720	0	2,000
EXPENDITURES			
Operating Supplies	506	138	500 Property Taxes
Contracted Services	12,994	7,500	7,500 Grant Administration
Small Cities Grant	0	13,000	30,000 Special Project
TOTAL EXPENDITURES	13,501	20,638	38,000
OPERATING PROFIT/(LOSS)	(11,781)	(20,638)	(36,000)
Fund Balance	169,108	148,470	112,470

E D A BUDGET

	Actual 2011	Actual 2012	Actual 2013	Project 2014	Budget 2015
Beginning Cash	\$653,231.78	\$449,223.09	\$387,315.70	\$266,464.42	\$359,223.27
RECEIPTS					
Interest	\$6,523.16	\$8,523.17	\$4,691.16	\$1,900.00	\$2,000.00
Intergovernmental Revenue	\$8,741.61	\$0.00	\$27,500.00	\$0.00	\$0.00
Lease Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Property	\$0.00	\$0.00	\$0.00	\$92,500.00	\$0.00
Transfers in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loan Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CVAC Income	\$34,650.00	\$14,850.00	\$24,750.00	\$123,750.00	\$25,000.00
TOTAL RECEIPTS	\$49,914.77	\$23,373.17	\$56,941.16	\$218,150.00	\$27,000.00
DISBURSEMENTS					
Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$3,102.62	\$3,220.31	\$11,076.65	\$4,768.60	\$5,000.00
Contracted Services	\$15,109.00	\$3,007.15	\$8,392.99	\$12,928.55	\$0.00
Special Projects	\$217,448.65	\$0.00	\$0.00	\$0.00	\$0.00
Management Fees	\$7,033.00	\$5,504.00	\$4,770.00	\$3,392.00	\$3,600.00
Misc.	\$11,230.19	\$9,162.35	\$18,143.91	\$3,306.00	\$10,000.00
Transfer to General Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Small Cities Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchase of Property	\$0.00	\$64,386.75	\$135,408.89	\$100,996.00	\$150,000.00
CVAC Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loan Reduction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DISBURSEMENTS	\$253,923.46	\$85,280.56	\$177,792.44	\$125,391.15	\$168,600.00
Increase(Decrease) Cash	(\$204,008.69)	(\$61,907.39)	(\$120,851.28)	\$92,758.85	(\$141,600.00)
ENDING CASH	\$449,223.09	\$387,315.70	\$266,464.42	\$359,223.27	\$217,623.27

**RESOLUTION TO APPROVE TRANSFER FROM LIBRARY ENDOWMENT FUND
(RESOLUTION NO. 2014-)**

WHEREAS, the City of Benson established the Library Endowment Fund in March of 1995 with excess dollars left over from the new building construction, and

WHEREAS, the interest earned in this fund is available for the purchase of capital equipment, and

WHEREAS, the fund has earned \$364.32 in interest during 2014, and

WHEREAS, the City Council has budgeted to transfer interest earnings in an amount up to \$450.00.

NOW, THEREFORE BE IT RESOLVED that the \$364.00 interest earned be transferred from the Library Endowment Fund to the operating Library Fund to help cover the costs of capital equipment.