

**City Council Regular Meeting Agenda
City Council Chambers
March 2, 2015**

Page		Action Requested
	5:15 p.m. Personnel Committee	
	1. 5:30 p.m. Call the Meeting to Order at City Hall (Mayor)	
	2. Pledge of Allegiance	
	3. Persons with Unscheduled Business to Come Before the City Council (Mayor)	
	4. Review the Consent Agenda: (Mayor)	
	a. Minutes:	Action Requested
2-3	▪ 2.17.15 City Council Meeting	
4-5	▪ 2.2.15 Planning Commission Meeting	
6-8	b. Appointments: See Attached	Information Only
	c. Correspondence:	
9	▪ Street Improvement District Authorization Bill Introduced	Information Only
10-13	5. Benson Railroad Study – Addendum 1- Project Implementation	
14-26	6. West Central Police Services Annual Agreement	Action Requested
27-29	7. Consider Resolution to Extend Charter Communications Franchise Renewal	Action Requested
30	8. First Evangelical Free Church -Egg Hunt Support	Action Requested
31-34	9. Missouri River Energy Services – Future of S-1 Agreement	Information Only
35	10. Public Works Monthly Report	Information Only
36-38	11. Consider Purchase of John Deere 1570 Commercial Mower	Action Requested
39-40	12. Street Reconstruction Bids:	Action Requested
	a. Bituminous Quotes	
	b. Chip Seal Quotes	
41-44	13. 6:00 p.m. Public Hearing – 14 th St. N. & Elizabeth Ave. Street Vacation ▪ Consider 1 st Reading-Ordinance to Close Street & Draft Utility Agreement	Action Requested
	14. 6:15 p.m. Public Hearing – 1226 & 1228 Atlantic Ave.-Determine if Hazardous Conditions Exist	
45	15. Office of Transit Response to Computer Dispatching Software Request	Information Only
46-49	16. Consider Engineering for Power Plant Fuel Tank Removal	Action Requested
50-53	17. 10 Year Utility Capital Outlay Budget	Action Requested
54-55	18. Pay Request – Stantec Engineers – Railroad Crossing Study - \$11,318.64	Action Requested
	19. Adjourn: Mayor	

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
FEBRUARY 17, 2015**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Sue Fitz, Mike Fugleberg, Jack Evenson, & Stephanie Heinzig. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Dan Gens, Police Chief Ian Hodge, Fire Chief Mark Schreck, Fire Department Officers Rob Lee, Bob Hoberg, Dan Vollan, Lineman Dave Johnson, Jerry Peterson, Bill Dethloff, Jon Hawley and Rob Hoffman.

The Council recited the Pledge of Allegiance.

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

- February 2, 2015 City Council Minutes
- January 5, 2015 Planning Committee Minutes
- January 15, 2015 EDA Minutes

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve a gambling permit for the Swift County Gobblers on April 10, 2015.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve a gambling permit for Ducks Unlimited on April 11, 2015.

Fire Chief Schreck and Assistant Fire Chief Rob Lee approached the Council and presented the 2014 Fire Report. Schreck reviewed the recent Insurance Services Office (ISO) report conducted on the Fire Department. The Benson Fire Department received a very high rating. He stated one reason our rating improved was having a large water supply available in the new water tower. Schreck mentioned they have incorporated carbon dioxide education during Fire Week. He also mentioned the Fire Department has applied for a FEMA grant for air packs that will need to be replaced next year. Lee said BNSF Railroad invited the Fire Department to Pueblo, CO to train on the hazards created by transporting crude oil by rail train. He felt the training was very informative.

Next Jerry Peterson and Bill Dethloff approached the Council on the Golf Club House renovation. Peterson presented goals, and explained the windows are rotting, new doors are needed, new HVAC is needed, the bathrooms are not handicapped accessible and there are some structural and foundation issues. They felt it would be beneficial to hire an engineer to look at the structure of the building and design renovation plans. There have been some sewer issues. Hawley's has cleaned the line twice a year, and grease has been a large part of the problem. After discussion, it was moved by Fugleberg, seconded by Evenson and carried unanimously to approve a structural assessment and building plans by Engan Associates in the amount of \$4,950.

Jon Hawley and Rob Hoffman from the Racquetball Club presented a budget of items they would like to complete. The membership would do as much of the volunteer labor as possible. The sauna refurbish is a priority. The Racquetball Club is applying for \$6,000 in local grants, and is asking for \$12,000 from the City. Pederson stated there are funds allocated in the Parks Capital Outlay budget for improvements. It was moved by Evenson, seconded by Heinzig and carried unanimously to approve up to \$12,000 for the Racquetball 2015 repairs projects.

Next Gens and Johnson approached the Council to discuss the overhead to underground service connection plan. This plan will cover burying the electrical lines from the pole to the home. The City will

pay for the installation by private contractor and when it is complete, the City will sell the service to the homeowner for \$1. Telephone and cable lines will be buried at the same time. The plan for 2015 is to convert 30 homes at an estimated cost of \$30,000. They discussed the contract between the homeowner and City, specifications for the contractor and a pamphlet of explanation of the project. The targeted number of homes per year will be determined by how many can be done a year. After discussion it was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the Overhead-to-Underground Residential Conversion plan and conversion installation costs up to \$30,000.

Gens presented an advertisement for bids for the Wisconsin Avenue to 22nd Street South Sanitary Sewer replacement. It was moved by Fugleberg, seconded by Fitz and carried unanimously to approve advertising for bids.

Chief Hodge approached the Council with a capital authorization request for a new 2015 police vehicle off the State bid. This Ford inceptor will replace the 2011 Crown Vic which has had several costly repairs. After discussion, it was moved by Evenson, seconded by Fugleberg and carried unanimously to approve the purchase of a 2015 Ford Inceptor SUV squad, with equipment installation and decommissioning of the 2011 Crown Vic in the amount of \$34,875.49

Fitz had a call from a citizen who read the Blighted Property Ordinance passed at the February 2, 2015 meeting that was published in the Swift County Monitor News. The citizen wanted some minor language changes to the ordinance. There was discussion on the items concerning the citizen and it was the consensus to have Fitz ask her to bring the exact language changes to the March 2, 2015 City Council Meeting.

Next was a conference call with Peggy Harter from Stantec Engineers on the Benson Rail Study. She discussed her findings and suggested changes to the four crossings in Benson. After the call, there was discussion on the findings. Heinzig felt it would be good to have the Intelligent Transportation Systems at all three crossings instead of one, and also expressed concern with turning two crossings into one-way streets and how it may affect downtown businesses. Wolfington stated the next step would be to have a diagnostic meeting with the City, Railroad and MnDOT.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve the January bills and warrants in the amount of \$544,605.77.

It was moved by Fitz, seconded by Evenson and carried unanimously to approve Pastor William Warnock to the Cemetery Board with his term ending December 31, 2017.

There being no other business, a motion was made by Evenson, seconded by Fitz and carried unanimously to adjourn the meeting at 7:19 p.m.

Mayor

City Clerk

2/4/15

**MINUTES - BENSON PLANNING COMMISSION - REGULAR MEETING
FEBRUARY 2, 2015 AT 12:00 NOON**

Members Present: Jerry Johannessen, Lyle Popma, Kathy Polzin, Tara Ulmaniec, Mark Schreck
Members Absent: Sue Fitz
Also Present: City Manager Rob Wolfington, Public Works Director Dan Gens and Benson Schools Superintendent Dennis Laumeyer.

The meeting was called to order at 12:00 p.m. by Rob Wolfington.

School Expansion Project

Wolfington updated the Commission on the proposal from the school to vacate part of 14th St. N. and Elizabeth Avenue to allow for the school expansion project. He went on to explain this will require a public hearing and two readings of an ordinance. Laumeyer explained the school project. He stated if the referendum does not pass, they will not take possession of the property. Gens explained the utility impact. A water line will need to be moved. There is also buried electric where the new construction will be, but it will be encased in cement. Storm line will also have to be re-routed. Wolfington stated the City Attorney is drafting an ordinance. There has not been any engineering done on the project yet, so there are no hard numbers of the cost of the utility work. Wolfington said the School will be paying for the utility relocation. It was moved by Schreck, seconded by Polzin and carried unanimously to recommend approval of the vacation of the 14th Street North & Elizabeth Ave. for the school project.

Helipad Update

Rob updated the Commission on the Helipad. The application has been sent to the FAA. There will be a stand-alone ordinance on the helipad airspace. Trees have been removed in preparation for site construction.

Assisted Living Facility

Wolfington updated the Commission on the assisted living project headed up by the Swift County-Benson Hospital Foundation. He presented funding scenarios involving City bonding authority. Currently LandTeam Engineering is conducting a utility cost study for the two possible sites for the facility at Hawleywood and Captain Eaton Park. He also said the EDA will have statutory authority if granted by the City Council to bond. A Performa will be available once the utility cost study is complete. Wolfington said no matter what site is chosen, a zoning change will be needed.

Rail Crossing Study

Wolfington said the City and County authorized Stantec to conduct a railroad study in the City of Benson. One option for safety and the railroad would be to build an overpass. This option is too expensive. One option is to build a pedestrian underpass by 22nd Street South. Another option is to either improve the current gravel road on Gusty's road, or to pave and install storm sewer and crossing arms on the road. Costs respectively for Gusty's would be \$350,000 and \$1,200,000. Lastly would be to install quad gates at all 3 down town crossings, and make 12th and 13th street one way, one lane crossings for \$1,160,000. There are possible grant funds we could pursue. The next step will be to have a diagnostic meeting. Stantec will be presenting their report at the February 17 meeting.

Passenger Rail Study

Wolfington explained the State is moving to the next legs of their commuter rail expansion. The next leg will be from the Cities to Duluth, then from the Cities to Rochester. There has been talk of bringing the train from Minneapolis to Morris. There will be a meeting in Willmar on the commuter rail development on February 9, 2015 from 3-5pm.

Central Business District Flood Damage

The building at 1226 Atlantic Ave. did not have the power on in the building, which caused the water pipes in the ceiling to break, flooding the building and filling the basement with water. The neighboring buildings were impacted with water damage as well. Enviro-Dyne and the Fire Department worked several hours to pump the water out of the basement. The City Council issued a resolution ordering two of the building owners to clean up after the water damage. There will be a structural engineer here on Thursday to inspect the integrity of the buildings.

It was moved by Schreck, seconded by Ulmaniec and carried unanimously to approve the January 5, 2015 Planning Commission minutes.

It was moved by Schreck, seconded by Ulmaniec and carried unanimously to adjourn the meeting at 1:14 p.m.

AIRPORT ADVISORY COMMISSION	
Name	Term Expiration
Leroy Noreen	12/31/2015
Kelly Lindblad	12/31/2015
Vacancy	
Vacancy	
Vacancy	
Vacancy	
Dan Gens	Public Works Director - Staff

BENSON AREA TOURISM BOARD	
Name	Term Expiration
Sally Jones	12/31/2014
Sandy Hill	12/31/2014
Vacancy	
Rob Wolfington	City Manager - Staff

CEMETERY COMMITTEE	
Name	Term Expiration
Jim Hilleren	12/31/2016
Michelle Lee	12/31/2016
Greg Zniewski	12/31/2015
Judy Hoberg	12/31/2016
Pastor William Warnock	12/31/2017
Duane Hopp	Cemetery Foreman – Staff
Dan Gens	Public Works Director - Staff
Rob Wolfington	City Manager -Staff

ECONOMIC DEVELOPMENT AUTHORITY	
Name	Term Expiration
Pat Hawley	12/31/2016
Rick Horecka	12/31/2018
Leroy Noreen	12/31/2015
Jon Buyck	12/31/2017
Paul Estenson	12/31/2016
Mike Fugleberg	Council Representative
Paul Kittelson	Council Representative
Rob Wolfington	City Manager - Staff

HOSPITAL BOARD	
Name	Term Expiration
Jill Hedman	12/31/2016
Deb Moore	12/31/2017
Tom Anderson	12/31/2015

BENSON HOUSING & REDEVELOPMENT AUTHORITY	
Name	Term Expiration
Linda Stauffacher	12/31/2019
Rob Wolfington	12/31/2017
Jack Wagner	12/31/2018
Stephanie Heinzig	Council Representative 12/31/2018
Sue Fitz	Council Representative 12/31/2016
Michelle Bouta – Executive Director	-----

LIBRARY BOARD	
Name	Term Expiration
Marlene Skold	12/31/2016
Jill Hedman	12/31/2017
Lyle Popma	12/31/2017
Jo Bronniche	12/31/2017
Brad Johnson	12/31/2015
Ron Laycock	12/31/2015
Sue Fitz	Council Representative
Dawn Erickson - Librarian	----

PARK BOARD	
Name	Term Expiration
Sally Jones	12/31/2014
Wendy Munsterman	12/31/2016
Bill McGeary	12/31/2015
Jan Baukol	12/31/2016
Vacancy	
Vacancy	
Jack Evenson	Council Representative
Paul Kittelson	Council Representative
Dan Gens	Public Works Director – Staff
Duane Hopp	Staff

PLANNING COMMISSION	
Name	Term Expiration
Lyle Popma	12/31/2016
Tara Ulmaniec	12/31/2016
Mark Schreck	12/31/2017
Jonathon Pogge-Weaver	12/31/2017
Kathy Polzin	12/31/2015
Jerry Johannessen	12/31/2016
Sue Fitz	Council Representative
Rob Wolfington	City Manager - Staff
Mike Jacobson	Building Inspector - Staff

Street Improvement District Authorization Bill Introduced

The legislation would give cities the authority to collect fees from property owners within a district to fund municipal street improvements.

(Published Feb 23, 2015)

A League initiative that would allow cities to create street improvement districts was introduced in the Senate on Feb. 12 and in the House on Feb. 18. HF 1020 ([Link to: https://www.revisor.mn.gov/bills/bill.php?f=HF1020&b=house&y=2015&ssn=0](https://www.revisor.mn.gov/bills/bill.php?f=HF1020&b=house&y=2015&ssn=0)) (Rep. Ron Erhardt ([Link to: http://www.house.leg.state.mn.us/members/members.asp?leg_id=10167](http://www.house.leg.state.mn.us/members/members.asp?leg_id=10167)), DFL-Edina) and SF 778 ([Link to: https://www.revisor.mn.gov/bills/bill.php?f=SF778&y=2015&ssn=0&b=senate](https://www.revisor.mn.gov/bills/bill.php?f=SF778&y=2015&ssn=0&b=senate)) (Sen. Jim Carlson ([Link to: http://www.senate.leg.state.mn.us/members/member_bio.php?leg_id=15245](http://www.senate.leg.state.mn.us/members/member_bio.php?leg_id=15245)), DFL-Eagan) would allow cities to collect fees from property owners within a district to fund municipal street maintenance, construction, reconstruction, and facility upgrades. If enacted, this legislation would provide cities with an additional tool to build and maintain city streets.

The street improvement district initiative has been a high legislative priority for the League in recent years, and it may have renewed momentum in 2015 due to commitments by legislators and Gov. Dayton to make passage of a meaningful transportation funding package a priority this year.

The House bill has been referred to the Transportation Policy and Finance Committee ([Link to: http://www.house.leg.state.mn.us/comm/committee.asp?comm=89025](http://www.house.leg.state.mn.us/comm/committee.asp?comm=89025)) and the Senate companion has been referred to the State and Local Government Committee ([Link to: http://www.senate.leg.state.mn.us/committees/committee_bio.php?cmte_id=3061&ls=89](http://www.senate.leg.state.mn.us/committees/committee_bio.php?cmte_id=3061&ls=89)).

In advocating for this tool, the League is stressing the following points:

This is enabling legislation. No city would be required to create a municipal street improvement district.

The street improvement district authority legislation is modeled after Minnesota Statutes, section 435.44 ([Link to: https://www.revisor.mn.gov/statutes/?id=435.44](https://www.revisor.mn.gov/statutes/?id=435.44)), which allows cities to establish sidewalk improvement districts.

This authority would provide a funding mechanism that is fair. It establishes a clear relationship between who pays fees and where projects occur, but stops short of the benefit test that sometimes makes special assessments vulnerable to legal challenges. It also does not prohibit cities from collecting fees from tax-exempt properties within a district.

This tool allows cities to perform maintenance and reconstruction on schedule. Timely maintenance is essential to preserving streets and thereby protecting taxpayer investments.

This tool would allow property owners to fund expensive projects by paying relatively small fees over time. The tool could be used to mitigate or eliminate the need for special assessments.

The League is encouraging city officials to ask their legislators to support this initiative as it moves through the committee process.

View a document containing background information and talking points (pdf) ([Link to: http://www.lmc.org/media/document/1/sidfacts.pdf?inline=true](http://www.lmc.org/media/document/1/sidfacts.pdf?inline=true))

Read the current issue of the Cities Bulletin ([Link to: http://www.lmc.org/page/1/cities-bulletin-newsletter.jsp](http://www.lmc.org/page/1/cities-bulletin-newsletter.jsp))

* By posting you are agreeing to the LMC Comment Policy ([Link to: http://www.lmc.org/page/1/comment-policy.jsp](http://www.lmc.org/page/1/comment-policy.jsp)).



February 13, 2015
File: 193802891

Attention: Rob Wolfington, City Manager
1410 Kansas Avenue
Benson, MN 56215

Dear Rob,

Reference: Benson Railroad Crossing Study – Addendum No. 1 for Project Implementation

Project Background

Stantec recently completed the Benson Railroad Crossing Study (Study) and has been asked to develop a contract addendum with a scope and fee to complete next project steps. Stantec is excited to continue this journey with the City of Benson to assist in moving these proposed projects forward from a plan to reality.

Proposed Scope of Work

This addendum will assist with programming the proposed projects from the Study. Below are the defined tasks proposed to assist with the programming and implementation of the recommended projects:

Task 2.1 – Diagnostic Meeting – Stantec will coordinate a diagnostic meeting in the City of Benson. The diagnostic meeting will be held to discuss proposed rail safety improvements and will include an official request for cost estimates from BNSF. The diagnostic meeting will include representatives from the City of Benson, BNSF, Federal Rail Administration (FRA), MnDOT, and Swift County. Stantec will coordinate the meeting to work with all required parties schedules, prepare necessary meeting handouts, attend the meeting in the City of Benson and prepare and distribute meeting minutes.

Task 2.2 – Updated Opinions of Probable Cost – Stantec will provide one update to the planning level cost estimates and opinion of probable cost to include the following:

- Coordination with BNSF on cost estimates for proposed safety improvements at the crossings;
- Additional costs associated with signal, signing and striping changes for the conversion of 13th and 14th Street to a paired one-way system between Atlantic and Pacific Avenue;
and



February 13, 2015
Rob Wolfington, City Manager
Page 2 of 4

Reference: Benson Railroad Crossing Study – Addendum No. 1 for Project Implementation

- More detailed identification of the needs and costs for the Intelligent Transportation Systems (ITS) that will be required to notify emergency services of the status of crossing access at all times.

The more accurate planning level cost estimates will assist in better funding requests for grant applications and other means of programming projects.

Task 2.3 – Presentation and Meeting Preparations – Stantec will prepare and provide handouts, presentations, surveys, and other graphics as appropriate for up to four (4) meetings. The meetings as currently proposed include: one diagnostic meeting, one public input meeting and two other meetings as needed to present information to potential project stakeholders. Although additional copies will be needed for each meeting, it is anticipated that the material will not change significantly between the different meetings.

Task 2.4 – Public Input Meeting – Stantec will coordinate the date, time and location of a public input meeting at the City of Benson with City staff. Stantec will prepare the advertisement for the public input meeting, but the City of Benson will be responsible for mailing or publishing costs. Peggy Harter and Eric Lembke will both attend the public input meeting. Stantec will keep a sign in sheet of all persons that attend the meeting, present information in an open house style format, give a 30-minute formal presentation, allow for a question and answer session, collect all verbal and written comments and prepare a public input meeting summary as a record of the meeting.

Task 2.5 – Presentations to State and Federal Agencies – Stantec will be available to attend in person up to two meetings for either State or Federal agencies or others as deemed necessary to gain support for the proposed projects. Stantec staff will plan to give a presentation at each meeting and develop and distribute meeting minutes.

Task 2.6 – Local Road Improvement Program (LRIP) Grant Application – Stantec will prepare a grant application for the LRIP grant for the proposed improvements along Pacific Avenue between 9th Street and 20th Avenue South. The City will coordinate letters of support for the grant application that can be prepared in advance of the grant deadline. Stantec will compile the grant application with data available from the 2007 Pacific Avenue Study, the 2015 Benson Rail Crossing Study, the previous LRIP grant submittal and public input obtained as part of this scope of services.

Task 2.7 – Highway Safety Improvement Program (HSIP) Grant Application – Stantec will prepare a grant application for the HSIP grant for the proposed crossing improvements. At this time, Stantec has identified the ITS improvements as a good candidate for a grant application. However, Stantec will review the solicitation and application guidelines and talk with State staff to determine if additional improvements such as the 20th Avenue SE crossing improvements are a good candidate for HSIP grant funds. The City will coordinate letters of support for the grant application that can be prepared in advance of the grant deadline. Stantec will compile the grant



February 13, 2015
Rob Wolfington, City Manager
Page 3 of 4

Reference: Benson Railroad Crossing Study – Addendum No. 1 for Project Implementation

application with data available from the 2015 Benson Rail Crossing Study, the 2014 MnDOT Report on Rail Safety and public input obtained as part of this scope of services.

Compensation

We propose to provide Benson with professional services required to perform Tasks 2.1 – 2.7, per the scope stated above in accordance with the terms and conditions of our existing Professional Services Agreement with the City of Benson. Compensation to perform these tasks will be provided on an hourly basis with a not to exceed cost of \$32,000.

We are prepared to begin assisting Benson in this effort upon authorization. Please review this proposal and if acceptable, sign and return a copy of this letter. If you have any questions regarding the information in this proposal, please do not hesitate to contact me at 701-566-6020. We appreciate this opportunity to provide our services to the City of Benson and look forward to working with you, City Staff and the City Council.

Sincerely,

Stantec Consulting Services, Inc.

A handwritten signature in black ink that reads "Peggy Harter".

Peggy Harter
Project Manager
Phone: (701) 566-6020
Peggy.Harter@stantec.com

A handwritten signature in black ink that reads "Eric Lembke".

Eric Lembke
Senior Associate
Phone: (651) 604-4893
Eric.Lembke@stantec.com



February 13, 2015
Rob Wolfington, City Manager
Page 4 of 4

Reference: Benson Railroad Crossing Study – Addendum No. 1 for Project Implementation

By signing this proposal, the City of Benson authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the terms and conditions of our existing Professional Services Agreement with the City of Benson.

This proposal is accepted and agreed on the 17 day of February, 2015.

Per: City of Benson, MN

Enter Name & Title

Paul Kittelson, Mayor of Benson

Signature

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WEST CENTRAL S.W.A.T. TEAM AGREEMENT

The parties to this Agreement are units of government responsible for the law enforcement in their respective jurisdictions **or non-profit hospitals**. The parties desire to work cooperatively in the establishment of an organization to coordinate and address the formal framework of targeted investigations, memberships and personnel commitment, overall operations, resource availability, use of funds, general management and liability issues, as a joint powers entity. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, § 471.59.

The undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the joint powers entity shall be the “WEST CENTRAL S.W.A.T TEAM.”

2. **Definitions:**

- a. Agent – means a peace officer, employed by a member, who is assigned to the S.W.A.T. Team.
- b. Board – means the governing board of the Team.
- c. Fiscal agent – means a governmental unit that is a member of the Team and is responsible for the administration of financial and accounting functions for the Team.
- d. Member – means a governmental unit that is a signatory to this agreement.
- e. Team- means the West Central S.W.A.T. Team.

3. **Members.** The members of the Team are the following Governmental Units:

City of Appleton

City of Benson

City of Glenwood

City of Hancock

City of Montevideo

City of Morris
City of Starbuck
City of Wheaton
County of Lac Qui Parle
County of Pope
County of Stevens
County of Swift
County of Traverse
University of Minnesota Morris Police

Sanford Medical Center - Wheaton

Glacial Ridge Health Systems - Glenwood

3.1 The members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The members agree to act in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term.**

4.1 The term of this Agreement shall be for five (5) years, commencing January 1, 2014, unless terminated earlier pursuant to section 5.7(c) of this Agreement. This Agreement shall be automatically extended for successive five year terms upon the same terms, conditions, and covenants, unless the Team is dissolved prior to expiration of the initial or successive term.

4.2 Upon dissolution of the S.W.A.T Team, the Board shall provide for the distribution of all Team funds and assets in the following manner: (1) the board may propose and the members shall, if appropriate, approve, in accordance with item 5.7 below, to sell and liquidate non-monetary assets prior to distribution; (2) Only governmental units that have been members of the Team continuously for the twelve months immediately preceding dissolution shall be entitled to share in the distribution; and (3) Assets and funds shall be distributed in proportion to the full-time staffing contributions of each member to the Team during the twelve months immediately preceding dissolution, determined by the level of participation of each member for each of the twelve months immediately preceding dissolution. Property owned by members shall be returned to the members upon

dissolution. A member whose membership terminates prior to dissolution of the Team is entitled to the return of its own property, but is not entitled to any share or portion of Team funds or assets.

5. Governing Board.

5.1 The Team shall be governed by a governing board. Members of this board will be known as "Directors." The Chief Law Enforcement Officer **or Chief Executive Officer** from each member, or his or her designee, shall serve as a Director. There shall also be one Director representing the Stevens County Attorney's office, who shall not vote in any matters before the Governing Board

5.2 Directors shall not be deemed employees of, nor compensated by the Team.

5.3 The Board will elect a chair. The Chair shall have no more power than any other Director except that the Chair shall: be responsible to ensure that a schedule of regular meetings of the Board is determined and kept on file with the County Auditor and give notice of special meetings in accordance with the Open Meeting Law, and accordingly post or indicate, in compliance therewith, when regular or special meetings are scheduled or otherwise called; call meetings to order and provide for their orderly and efficient conduct; provide for the preparation of minutes; and, when authorized by the passage of a motion by board, execute contracts, agreements, reports, filings, and other documents on behalf of the Team. Any portion of a meeting shall be closed if it discusses active investigative data as defined in Section 13.82, Subdivision 7, or internal affairs data relating to allegations of law enforcement misconduct.

5.4 The Board will delegate operational control over activities to a Team Commander.

5.5 The Board will delegate financial and administrative oversight to a Team Coordinator, who shall be an employee of the member then serving as the fiscal agent for the Team.

5.6 The Board shall meet on a quarterly basis or more frequently as needed. A meeting may be called by any Director, or the Team Commander.

5.7 It shall require the affirmative vote of at least 70% of all members **unit of governments** to:

- (a) Approve or amend the budget;
- (b) Approve the expenditure or distribution of Team funds; or to
- (c) Abolish or dissolve the Team.

In all other matters, the Board may take action based on the vote of a simple majority. A quorum shall exist, and votes may be taken, if a majority of the Directors or their designees are present.

- 5.8 The Board may apply for and receive grants, and enter into contracts, including agreements for the purchase and rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.9 The Board may recommend changes in this Agreement to its members.
- 5.10 The Board may receive real or personal property by grant, devise, or bequest for the use of the Team.

6. Powers and Duties of the Team.

- 6.1 To accomplish the objectives herein, all Team members shall assign at least one peace officer licensed pursuant to Minnesota Statutes, § 626.84, subd.1, to the Team, or if unable to contribute officers, shall contribute assets to the Team. **Participating Hospitals shall assign at least one healthcare personnel member (Medic) to the team.**
- 6.2 A typical assignment to the Team should be for a minimum period of one year. However, assignments shall be at the pleasure of both the Team Board and the officer's employing agency and may be terminated at any time.
- 6.3 The Team Commander will direct investigative activities based on intelligence provided by the Team Board members with priority given to case investigations that directly impact the members' communities.
- 6.4 While assigned to the Team all personnel shall be under the direct supervision and control of the Team Commander or his or her designee. The Team Commander's duties shall include, but not be limited to:
 - (a) Guiding and directing the activities of personnel assigned to the Team;
 - (b) Establishing goals, priorities, and work assignments;
 - (c) Reviewing and approving reports;
 - (d) Scheduling assigned personnel;
 - (e) Providing input on employee evaluations, if requested; and,
 - (f) Allocating overtime work, if necessary.

- 6.5 The Team Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Team is organized.
- 6.6 The Governmental Unit serving as the Fiscal Agent shall cause to be made an annual audit of the books and accounts of the Team and shall make and file a report to its members which includes the following information:
- (a) The financial condition of the Team;
 - (b) The status of all Team projects;
 - (c) The business transacted by the Team;
 - (d) Quarterly financial report;
 - (e) Other matters which affect the interests of the Team.
- 6.7 The Team's books, reports, and records shall be open to inspection by its member's at all reasonable times.
- 6.8 The Team members may not incur obligations or approve contracts that extend beyond the term of this Agreement or which will require the expenditure of funds in excess of funds available.
- 6.9 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the members as the agent, representative or employee of another member for any purpose or in any manner whatsoever. Personnel assigned to the Team by one of the members shall not be considered temporary or permanent employees of any other member for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another member.
- 6.10 The members acknowledge that it is their sole responsibility to provide all salary compensation and fringe benefits to their employees. Benefits may include, but are not limited to: health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

7. **Insurance and Indemnification.**

- 7.1 The Team will maintain liability coverage with the League of Minnesota Cities Insurance Trust with a limit which must equal or exceed the maximum tort limits applicable to

governmental entities as set forth in Minnesota Statutes **Sections 3.736, Subdivision 4,** and 466.04, Subdivision 1, under standard LMCIT liability coverage forms.

Alternatively, the Team may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2,000,000 per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than the amount which equals or exceeds the maximum Minnesota tort caps under Minnesota Statutes **Sections 3.736, Subdivision 4,** and 466.04, Subdivision 1.
- The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Team activities or operations.

7.2 The Team may in its discretion procure coverage for auto liability and damage to or loss of property. If the Team at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

7.3 The Team agrees to defend and indemnify its members for any liability claims arising from Team activities or operations, and decisions of the Team Board. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes **Sections 3.736 and Chapter 466** or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes **Sections 3.736 and Chapter 466** for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

7.4 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

- 7.5 Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.6 Each member shall be responsible for injuries to or death of its own personnel. Each member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Team or are otherwise participating in or assisting with Team operations or activities. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Team operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its officers, employees, or volunteers.
- 7.7 Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for damages to or loss of its equipment arising out of participation in or assistance with Team operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other members or its officers, employees, or volunteers.
- 7.8 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies or certificates shall be submitted to a member upon written request.

8. Finances.

- 8.1 Team operations will be financed from grant funds, and any funds voluntarily contributed by any member. Members will provide officers **or other personnel** to be assigned to the Team but will not otherwise be required to provide funds without the prior amendment of this Agreement. Each Member shall contribute as follows: **\$1,000.00** Dues annually. **Hospitals who provide Healthcare Personnel/Medics are exempt from monetary dues.**
- 8.2 The Fiscal Agent shall serve as sole administrator of all funds contributed by Team members or otherwise received by the Team, and in such capacity is authorized to receive

all funds for deposit and make disbursements therefrom in accordance with generally accepted accounting principles. In conjunction therewith, the Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Team funds in accordance with generally accepted accounting principles. It shall also produce quarterly financial and statistical reports which shall be disseminated to all Directors and the Team Commander. The Team shall maintain all such reports and related records for a period of six (6) years after dissolution of the Team.

8.3 The Board shall approve an annual operating budget for the Team. The Board may amend the budget as necessary.

8.4 The Team's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Team funds except in accordance with the approved budget.

8.5 The Team shall not be obligated to reimburse Members for any expenses incurred or equipment furnished. Reimbursement may be provided if sufficient funds are available.

8.6 The Board may not incur debts beyond those either approved in the budget, or authorized by members.

8.7 **Fiscal Agent.** The Board shall designate the Minnesota County of Stevens, County Auditor/Treasurer be the 'authorized official' and thereby responsible for the management and disbursement of the Team grant awards, cash contributions, and any other fiscal resources. In no event shall there be a disbursement of Team funds from the County of Stevens depository without the approval/authority and signatures of the Commander and/or the Team Board Chair or Vice-Chair.

9. **Agents. Team Members.**

9.1 Each member shall assign licensed peace officers **or Healthcare Personnel** to serve on the Team as **agents members** in accordance with article 6.1.

For each subsequent year, each member will advise the Board, prior to October 1st, of the number of employees that the member will provide in the subsequent calendar year.

9.2 All **agents members** assigned to the Team shall comply with the policies and rules adopted by the Team Board. In areas where the Team Board has not adopted a policy or rule, then

personnel assigned to the Team shall comply with the policies and rules promulgated by their employing agency. The Team Commander, or his or her designee, shall refer disciplinary matters or other instances of misconduct involving an Agent to the Agent's Chief Law Enforcement Officer **or CEO** for investigation, referral, or disposition. However, nothing herein shall be construed to prevent the Team Commander from reporting suspected criminal conduct directly to an outside agency for investigation.

10. **Standard Operating Procedures.** The Board shall authorize and enforce a standardized policy and procedures manual governing assigned Team operations and personnel. All assigned personnel shall follow the recommendations and guidelines of the manual as adopted.

10.1 Revisions and corrections. The Board may choose to update, revise and correct any portion of said policy and procedure manual upon recommendation, review, and approval of the full Board.

11 **Team Staff.** Each Member is encouraged to assign personnel to actively participate on the Team

11.1 Assigned personnel shall be experienced, full-time licensed peace officers in the State of Minnesota, assigned to serve on the Team **or other licensed Healthcare personnel.**

11.2 Officers shall be at full-time duty status from the assigning Member, at full employment capacity and competent to carry out all duties and responsibilities of a licensed peace officer.

11.3 Assigned personnel will work in a cooperative, unified and collaborative effort.

11.4 Assigned personnel shall remain employees of the Member that has assigned them to the Team. Officers shall continue to receive salary and appropriate benefits from the assigning Member, not the Team.

11.5 Assigned personnel shall receive and complete all Peace Officer Standards and Training Board mandated training by the assigning Member.

12. **Commander.** The Team Commander shall be recommended by a Board Member; reviewed, approved and thereby appointed by the Board. The Commander will serve at the Board's pleasure and be subject to the full direction of the Board.

12.1 Duties and Responsibilities:

Update the Board as to the Team's activity.

Maintain, and report to the Chair and Board, a written quarterly financial report of all expenditures and receipts, and current fund balances.

Maintain, and report to the Chair and Board, a written quarterly summary accounting for all funds distributed, as requested.

Maintain, and report to the Chair and Board, a written quarterly summary of the activities and response of the team and its assigned Officers, as requested.

Maintain, supervise and complete any grant fund statistics and reporting requirements.

Receive, review and maintain reports regarding all Team operations, investigations and execution of search warrants initiated by the Team.

Work cooperatively with Member agencies and other agencies with venue over active investigations and subsequent prosecutions.

Conduct any other investigation, duty or assignment as deemed appropriate by the Chair and/or Board.

The Commander may exclude Assigned Officers from Team operations or further involvement, subject to review of the assigning Member, and review and approval by the Board.

13. **Equipment.** The Member assigning a licensed Law Enforcement Officer shall furnish a weapon and any other associated or required equipment. The Officer shall also complete all required firearm qualifications through the assigning Member.

~~13.1 The Member assigning the Officer shall furnish a vehicle. The Member shall pay any lease or rental payments, insurance, maintenance, and operating costs of the vehicle.~~

13.1 ~~13.2~~ All property and equipment that has been acquired by the Team shall remain property of the Team and returned to the Team.

14. **Additional Members and Change in Membership.**

- 14.1 A governmental unit may join the Team and become a member upon approval by the Board of Directors and execution of a copy of this Agreement by its governing body.
- 14.2 The Board of Directors may involuntarily terminate a member if that member has failed to provide a minimum of one officer to staff the Team, or assets, or assigned dues.
- 14.3 In any case in which any other governmental unit joins the Team pursuant to paragraph 11.1, contributions by and reimbursement to such members shall be equitably determined and adjusted by the Board to reflect the participation by that member for less than one full year. The decision of the Board shall be final.
- 14.4 A member may, upon ninety (90) days' written notice to all other members, withdraw and cancel its participation in this Agreement.

15. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned Governmental Units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, § 471.59.

WEST CENTRAL S.W.A.T. TEAM AGREEMENT

CITY OF BENSON

The Benson City Council duly approved this Agreement on the _____ day of _____, 201__.

City of Benson

Approved as to form
and legality:

Benson City Attorney

By: _____
Its Mayor

And: _____
Its City Administrator

(signatures continued on the following page)

Val Alsaker

From: Rob Wolfington
Sent: Friday, February 20, 2015 7:15 AM
To: Val Alsaker
Subject: Fwd: Cable Franchise Renewal - Benson
Attachments: DOCS-#2374005-v3-Extension_Resolution_-_BENSON.DOCX; ATT00001.htm

Cc agenda please. Email and attachment.

Rob Wolfington
City Manager
Benson, MN

Direct: 320.843.5448
Cell: 320.808.0884

Begin forwarded message:

From: "Grogan, Brian T." <brian.grogan@lawmoss.com>
Date: February 19, 2015 at 2:22:06 PM CST
To: "'rob.wolfington@city.co.swift.mn.us'" <rob.wolfington@city.co.swift.mn.us>
Cc: "Hammer, Terri L." <terri.hammer@lawmoss.com>
Subject: Cable Franchise Renewal - Benson

Rob,

This email is to provide you with an update regarding the status of the renewal process with Charter in the City of St. Cloud. We have not fully resolved all open issues; however, the St. Cloud City Council will review a draft franchise and provide input at its meeting next week. I will be in a better position to give you an update after that meeting.

I note that the City's extension of the franchise term will expire on March 31, 2015. Attached please find a Resolution extending the cable franchise term through August 31, 2015 for your City Council's review and consideration at its next regularly scheduled meeting. If the Council approves the attached document, please send a signed copy to my attention and I will obtain Charter's signature.

Please let me know if you have any questions.

Thanks,

Brian

Brian T. Grogan

Attorney At Law

Moss & Barnett

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

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

www.LawMoss.com

150 South Fifth Street Suite 1200 Minneapolis, MN 55402

**A RESOLUTION GRANTING CHARTER COMMUNICATIONS, INC.
A FRANCHISE EXTENSION TO AUGUST 31, 2015
(RESOLUTION NO. _____)**

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

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

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

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

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

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

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

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

1. The Franchise is hereby amended by extending the term of the Franchise from April 1, 2015 through and including August 31, 2015.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the Benson City Council; and (2) Charter’s acceptance of this Resolution.

Passed and adopted by the City Council of Benson, Minnesota, this _____ day of _____, 2015.

CITY OF BENSON, MINNESOTA

By: _____

Its: Mayor

ATTEST:

City Clerk

*The First Evangelical Free Church
900 13th Street South
Benson, MN 56215
Ph 320-843-3521*

To Whom it may Concern:

The Benson Free church has taken on, for the past two years the city wide Egg Hunt that had been sponsored by the City Chamber of Commerce for many years. Every child is welcome and every child will receive candy as they turn in the eggs that have been gathered from the lawn. This is a fun family event for the kids of our area. The church is asking for financial support of any kind in hosting this event on Saturday, April 4th. The egg hunt will be on the church lawn with the church providing the labor. The cost of this event is estimated to be about \$1200. With about \$750 for candy, \$200 for prizes and \$250 for the promotion of the event.

Thank you for your consideration in helping us sponsor this city wide event.
The First Evangelical Free Church of Benson

Pastor Reed Egerstrom

Pastor Reed Egerstrom



Vol - @ 3/2/15

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

February 17, 2015

Robert Wolfington
City of Benson
1410 Kansas Ave
Benson, MN 56215

2/19/15
Mayor & Council: To be discussed
@ March 2nd Council Mtg =
Very Comprehensive = High Impact
on MRES & our future S-1
AGREEMENT. Rob

Dear Robert:

As the electric industry continues to move toward more widespread utilization of Regional Transmission Organizations (RTOs), it is becoming more difficult for utilities who are not members of an RTO to buy and sell power. In 2000, Missouri River Energy Services (MRES) joined the Midcontinent Independent System Operator (MISO) on behalf of the twenty-seven MRES members in the MISO footprint in order to optimize the reliable and economical use of the transmission system. At that time, joining an RTO was not an option for the remaining thirty-four MRES members.

For the past several years, Western Area Power Administration (WAPA) has been considering becoming a member of an RTO because of the growing lack of available markets for buying and selling power on behalf of its firm power customers. WAPA considered entry into either MISO or the Southwest Power Pool (SPP) RTO, and ultimately elected to join SPP. WAPA's membership in SPP will become effective on October 1, 2015.

WAPA's new membership in SPP will mean that the Integrated (transmission) System (IS), currently owned by WAPA, Basin Electric Power Cooperative, and Heartland Consumers Power District and operated by WAPA, will cease to exist. MRES is currently taking Network Integration Transmission Service (NITS) over the IS for all of the members. Since, the IS will end as of September 30, 2015, MRES will have to purchase NITS from SPP starting October 1, 2015. The current IS transmission facilities will become part of the SPP Upper Missouri Zone (UMZ) and charges will be governed by the SPP tariff. Although the rates have not yet been set, MRES anticipates that the SPP NITS rate will be higher than the IS rate.

MRES will be required to purchase SPP NITS for the members in the SPP footprint to replace the WAPA NITS that MRES currently purchases for the members in the IS. (See the enclosed map showing the delineation between the MISO footprint and the SPP footprint in the region MRES serves.) Since the inception of the MISO market, MRES members in the MISO footprint have been served by either MISO, NITS or a Grandfathered Agreement (GFA). MRES now has the option of purchasing SPP NITS for the MISO footprint members in order to move capacity from MRES generators located in SPP to MISO. However, the cost to provide SPP NITS for the MISO footprint members is estimated to be \$10 to \$12 million per year by 2020.

A second option is for MRES to decline SPP NITS for the MISO footprint members. That decision would result in an incremental capacity shortage in MISO of approximately 58 MW in 2015 and approximately 100 MW per year thereafter. It would also create the same amount of excess capacity in the SPP market. Under this option, MRES would purchase the required capacity in the MISO market and sell capacity in the SPP market to offset those costs. By not requesting SPP NITS for the MISO footprint load, there is a risk that the

revenue from the sale of the excess SPP capacity will not cover the cost of acquiring the extra MISO capacity. Likewise, it is possible that the revenue from the sale of excess SPP capacity will exceed the cost of acquiring the extra MISO capacity.

The MRES Board of Directors (Board) has thoroughly reviewed and considered both options over the past 6-8 months and has determined that it would not be financially prudent to request SPP NITS for the load of members in the MISO footprint, with the exception of Cavalier and Northwood, North Dakota, who cannot not obtain MISO NITS through their transmission provider. Throughout its deliberations, the MRES Board has carefully researched and weighed the potential impacts of this decision to try to find the best solution for all MRES members, whether they are located in the MISO or the SPP footprint.

The MRES Board has chosen the second option described above with the following stipulations:

- The savings that result from MRES not purchasing SPP NITS for members in the MISO market will be allocated to the MISO footprint members who do not need the service. This is required by Section 6(a) of the S-1 Agreement which states that if a transmission cost is not incurred to provide service, a corresponding cost will not be charged.
- The Board will annually review the revenue from the sale of excess capacity in SPP and the charges incurred for the purchase of additional capacity in MISO resulting from the decision not to request SPP NITS for the MISO member load. Results of the review will include, but are not limited to:
 - If the revenue exceeds the costs, the gain will accrue to the benefit of all MRES members.
 - If the costs exceed the revenue, the MISO members will bear the difference.
- These stipulations will take effect in 2016. The Board has affirmed that no changes will be made to the S-1 rates for 2015.

The Board's decision will ensure that the capacity requirements are met for all MRES member loads, while achieving savings for the MISO footprint members and providing the SPP footprint members with protection against the risk of additional capacity costs resulting from this decision. It also provides the opportunity for additional savings that would accrue to all members.

In the coming months, MRES will provide additional information on WAPA's entry into SPP and how MRES will work with members to make this transition. Also, the Board will discuss changes that will be needed to the S-1 Agreement and to the power supply agreements with Hutchinson, Minnesota; and Atlantic and Pella, Iowa, to reflect the changes in the way the MISO and SPP markets work. MRES is planning a presentation on this topic for the MRES Annual Meeting held May 6-7, 2015.

If you have any questions, please contact Joni Livingston, Director of Member Services and Communications, at 800-678-4042 or email joni.livingston@mrenergy.com.

Sincerely,



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

State Map Showing Members in MISO & SPP

North Dakota

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

South Dakota

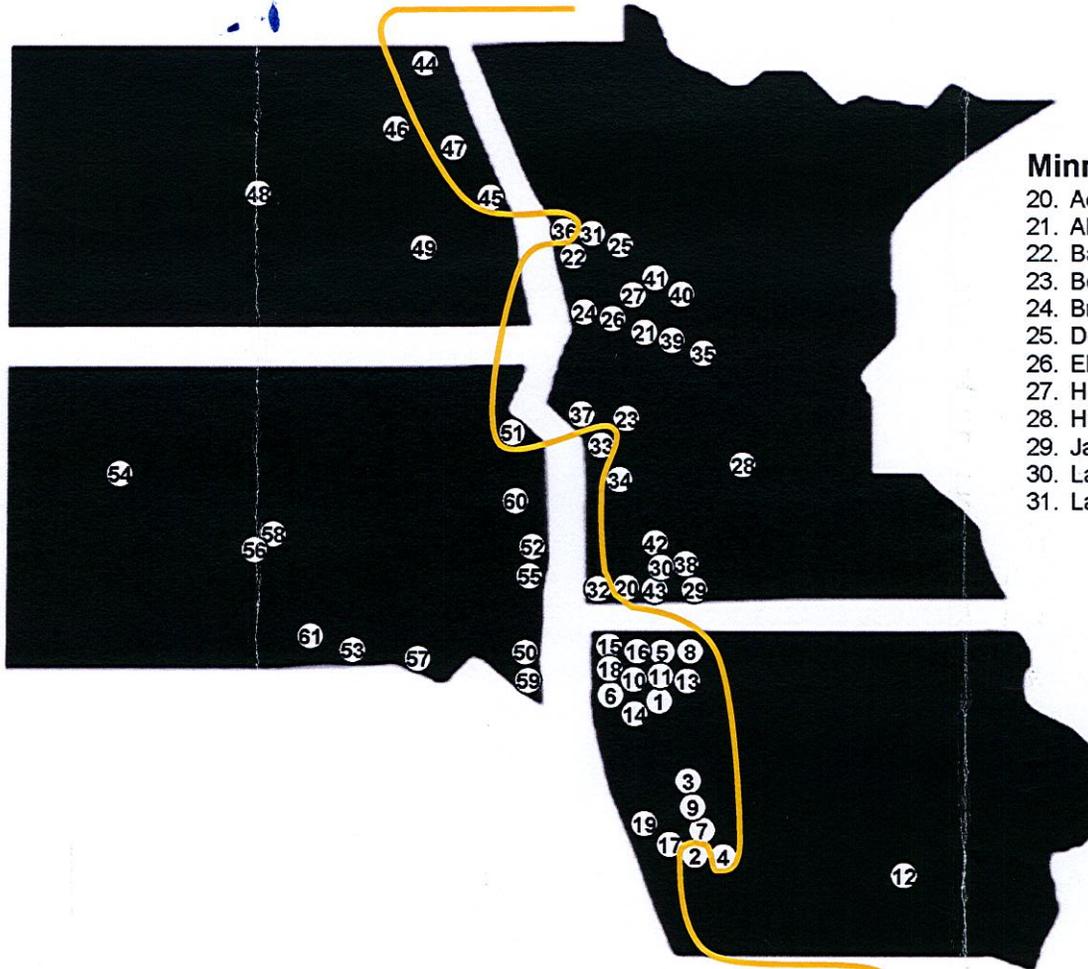
- 50. Beresford
- 51. Big Stone City
- 52. Brookings
- 53. Burke
- 54. Faith
- 55. Flandreau
- 56. Fort Pierre
- 57. Pickstown
- 58. Pierre
- 59. Vermillion
- 60. Watertown
- 61. Winner

Minnesota

- | | |
|-------------------|-----------------|
| 20. Adrian | 32. Luverne |
| 21. Alexandria | 33. Madison |
| 22. Barnesville | 34. Marshall |
| 23. Benson | 35. Melrose |
| 24. Breckenridge | 36. Moorhead |
| 25. Detroit Lakes | 37. Ortonville |
| 26. Elbow Lake | 38. St. James |
| 27. Henning | 39. Sauk Centre |
| 28. Hutchinson | 40. Staples |
| 29. Jackson | 41. Wadena |
| 30. Lakefield | 42. Westbrook |
| 31. Lake Park | 43. Worthington |

Iowa

- | | |
|-----------------|------------------|
| 1. Alton | 11. Paullina |
| 2. Atlantic | 12. Pella |
| 3. Denison | 13. Primghar |
| 4. Fontanelle | 14. Remsen |
| 5. Hartley | 15. Rock Rapids |
| 6. Hawarden | 16. Sanborn |
| 7. Kimballton | 17. Shelby |
| 8. Lake Park | 18. Sioux Center |
| 9. Manilla | 19. Woodbine |
| 10. Orange City | |



Transmission Impacts of WAPA Joining SPP

Major Points

All MRES Members:

- WAPA elected to join the Southwest Power Pool (SPP), effective October 1, 2015.
- The Integrated (transmission) System (IS), currently used by MRES for transmission service to its members, will cease to exist September 30, 2015.
- MRES will be required to purchase Network Integration Transmission Service (NITS) from SPP, starting October 1, 2015, for the members in the SPP footprint.
- MRES has the option to purchase NITS from SPP for the members in the MISO footprint.
- The cost of SPP NITS for MISO footprint members is estimated at \$10 to \$12 million by 2020.
- Declining SPP NITS for MISO footprint members will result in a capacity shortage in MISO and an excess of capacity in SPP.
 - MRES can purchase the required capacity in the MISO market and sell capacity in the SPP market to offset these costs.
 - There is a risk that the revenue from the sale of excess SPP capacity will not cover the cost of acquiring the extra MISO capacity.
- The MRES Board of Directors has chosen to decline SPP NITS for MISO members.
 - The savings that result from declining NITS will be allocated to the MISO footprint members who do not need the service, per the terms of the S-1 Agreement.
 - The Board will annually review the costs and revenues from the capacity purchase and sales transactions. Results of the review will include, but are not limited to:
 - If the revenue from the sale of excess SPP capacity exceeds the cost of the purchase of MISO capacity, the gain will accrue to all MRES members.
 - If the costs exceed the revenue, the MISO members will bear the difference.
- The S-1 and other power supply agreements will need to be restated to reflect the changes in the way the MISO and SPP markets work.

MISO Footprint Members:

- MISO members will no longer have “pancaked” IS transmission charges. They will only pay MISO NITS charges or charges under their current Grandfathered Agreement (GFA) for transmission service.
- Declining SPP NITS for the MISO footprint members will save each MISO footprint member approximately 5 to 5.5 mills/kWh/year.
- The MISO members will bear the risk if the cost of capacity in the MISO market exceeds the revenues from the sale of excess capacity in the SPP market. Any costs incurred will be recovered through an S-1 rate.
- MRES is working to implement arrangements for the sale of capacity in SPP and the purchase of capacity in MISO. MRES believes that this can be done for less than 5 mills/kWh/year.

Public Works Report March 2, 2015

We are still catching up on needed maintenance since little snow has pulled us away.

Electric:

- Trimming trees around power lines. Will be done by 3/2.
- Will start trimming trees in streets with street dept.
- Replaced lighting in street garage and electric shop.
- Redesigned and built some equipment for summer projects.

Parks:

- Making signs for parks and buildings.
- Put together picnic tables and trash cans.
- Rehabbed 15 picnic tables.
- Received funds to redo VFW shelter.

Water:

- Water break on Sanford road.
- Warranty paint repair in water plant.
- Meter work.

Wastewater:

- Several pump repairs at plant and lifts.
- Couple of frozen sewers needed to be jetted.
- Clarifier repairs.
- Sewer line project bid.

Streets:

- Painted street garage interior.
- Hauling in pit run crushing project
- Bus and equipment repairs.
- Some plowing.
- Bids for summer projects, concrete, asphalt, chip seal.

**CITY OF BENSON
CAPITAL AUTHORIZATION REQUEST**

1 Fund: GIP Department: Parks
 Prepared by: Dan Gens Date: 2/26/15

Describe Proposed Capital Expenditure:
John Deere 1570 Terrain Cut Commercial Mower
 Does Proposed Expenditure Replace Existing Equipment? NO If Yes, Describe Use of Replaced Equipment:

2 If Included in Capital Improvements Program: What Year: <u>2015</u> What Heading: <u>Parks mower</u> Budgeted Amount: \$ <u>25,000</u> ✓	3 Total Cost: \$ <u>22,900</u> ✓ -Trade-in (if applicable): \$ <u>—</u> Net Book Value (depreciated value): \$ Net Capitalized Cost: \$ <u>22,900</u> ✓
---	--

4 Justification of the Expenditure: (Main Objectives and Assumptions)

This mower will allow parks to dedicate the mower with the deck purchased last year to just cemetery work, It will speed up cemetery mowing along with other areas. It will also free up time on one of the other mowers so it can be used for spraying weeds in the streets and curb lines.
checked with Glen and it is in the budget.

5 Approval Section:
 Action taken:
 Signature _____ Date _____
 Department Supervisor _____
 Division Director _____
 City Manager _____
 City Council Approval (If Applicable) _____ Council Meeting _____

US / Canada

Sales Manual

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2015 Model Year Front Mowers

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• [1550 TerrainCut](#)

• [1570 TerrainCut](#)

• [1580 TerrainCut](#)

• [1585 TerrainCut](#)

Mower decks



The 60-in. (152-cm) and 72-in. (183-cm) 7-Iron™ PRO side-discharge decks are versatile to handle a variety of mowing conditions and tasks.

The 62-in. (152-cm) and 72-in. (183-cm) FASTBACK™ rear-discharge mower decks are ideally suited for areas where people are present. Application and conditions for these decks are when there is long grass and weeds and the customer is not concerned with neat dispersal of grass



Quote Summary

Prepared For:

Prepared By:

Final Cost \$ 22,900.00

Keith Roles
Amundson Peterson, Inc.
380 Atlantic Avenue
Benson, MN 56215
Phone: 320-843-2610
keith.roles@amundsonpeterson.com

Quote Id: 10807204
Created On: 13 January 2015
Last Modified On: 16 January 2015
Expiration Date: 20 January 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1570 TerrainCut Commercial Front Mower (Less Mower Deck)	\$ 27,273.47	\$ 27,273.47 X	1 =	\$ 27,273.47
JOHN DEERE 72SD DECK (DOM) FRONT MOWER	\$ 5,089.73	\$ 5,089.73 X	1 =	\$ 5,089.73
Equipment Total				\$ 32,363.20

Quote Summary	
Equipment Total	\$ 32,363.20
SubTotal	\$ 32,363.20
Total	\$ 32,363.20
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,363.20

Salesperson : X _____

Accepted By : X _____

**CITY OF BENSON
2015 BITUMINOUS**

BID OPENING: FEBRUARY 18, 2014 AT 10:00 A.M.

Bidder	Description	Total Bid
Riley Brothers Construction Morris, MN	Bituminous Paver Laid Bituminous	\$76,140.00
Duininck, Inc. Prinsburg, MN	Bituminous Paver Laid Bituminous	\$89,304.00
Central Specialties, Inc. Alexandria, MN	Bituminous Paver Laid Bituminous	\$91,200.00

**CITY OF BENSON
2015 CHIP SEAL BIDS**

BID OPENING: FEBRUARY 18, 2014 AT 10:030 A.M.

Bidder	Description	Total Bid
Morris Seal Coat Morris, MN	Applying Material for Chip Sealing	\$58,327.50
Caldwell Asphalt Co, Inc. Hawick, MN	Applying Material for Chip Sealing	\$60,107.00
Fahrner Asphalt Sealers, LLC Eau Claire, WI	Applying Material for Chip Sealing	\$107,350.00

✓

ORDINANCE NUMBER _____

AN ORDINANCE TO VACATE STREETS

The City of Benson does ordain:

WHEREAS, The City Council finds that it is in the best interest of the public that certain streets, dedicated to the public use and lying within the Sunwall Addition to the City of Benson, be vacated in accordance with the Charter of the City of Benson and the laws of the State of Minnesota:

NOW THEREFORE IT IS HEREBY ORDAINED that the following streets be and are vacated:

Commencing at the Northwest corner of Lot Seven (7), Block Two (2), Sunwall Addition to the City of Benson, Minnesota; thence Northwesterly along a prolongation of Ada Avenue a distance of Seventy feet (70') to the Northeast corner of Lot Six (6), Block One (1), Sunwall Addition to the City of Benson; thence Southwesterly along the East edge of Lots Six (6), Five (5), Four (4), Three (3), Two (2), and One (1), Block One (1), Sunwall Addition to the City of Benson to the Southeast corner of said Lot One (1); thence Southwesterly on the prolongation of the East line of said Lot One (1) a distance of eighty feet (80') to the Northeast corner of Lot Five (5), Block Eleven (11), Second Railway Addition to the City of Benson; thence Southeasterly along a prolongation of the North line of Block Ten (10), Second Railway Addition to the City of Benson a distance of seventy feet (70') to the Northwest corner of Lot Six (6), Block Ten (10), Second Railway Addition to the City of Benson; thence Southeasterly along the North line of said Block Ten (10) to the Northeast corner of Lot Five (5), Block Ten (10), Second Railway Addition to the City of Benson; thence Northeasterly along a prolongation of Thirteenth Street North a distance of seventy feet (70') to the Southeast corner of Lot One (1), Block Two (2), Sunwall Addition to the City of Benson; thence Northwesterly along the South line of said Block Two (2) to the Southwest corner of Lot Twelve (12), Block Two (2), Sunwall Addition to the City of Benson; thence Northeast along the West line of Lots Twelve (12), Eleven (11), Ten (10), Nine (9), Eight (8), and Seven), Block Two (2), Sunwall Addition to the City of Benson to the point of beginning.

Mayor

Attest: _____
City Clerk

Approved as to form: _____
City Attorney

First Reading: _____

Second Reading: _____

Publication: _____

DRAFT AGREEMENT

THIS AGREEMENT, made as of _____, 20 ____, by and between Benson Public Schools (The School) and the City of Benson, Minnesota, a municipal corporation under the laws of the State of Minnesota (The City).

WHEREAS, the School intends to begin an expansion project for its Benson High School facilities; and,

WHEREAS, the School wishes for the City to vacate streets for its use as part of this expansion project; and,

WHEREAS, the City is willing to vacate said streets because the expansion project is in the best interests of the public and serves a public purpose;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term of Agreement. Unless otherwise terminated pursuant to the terms hereof, The term of this Agreement shall be from the date of the execution of this agreement until all obligations have been satisfactorily fulfilled, or a date five (5) years from the execution of this agreement, whichever is sooner.

2. Vacation. Subject to the terms of this agreement, the City agrees to vacate the following streets:

Commencing at the Northwest corner of Lot Seven (7), Block Two (2), Sunwall Addition to the City of Benson, Minnesota; thence Northwesterly along a prolongation of Ada Avenue a distance of Seventy feet (70') to the Northeast corner of Lot Six (6), Block One (1), Sunwall Addition to the City of Benson; thence Southwesterly along the East edge of Lots Six (6), Five (5), Four (4), Three (3), Two (2), and One (1), Block One (1), Sunwall Addition to the City of Benson to the Southeast corner of said Lot One (1); thence Southwesterly on the prolongation of the East line of said Lot One (1) a distance of eighty feet (80') to the Northeast corner of Lot Five (5), Block Eleven (11), Second Railway Addition to the City of Benson; thence Southeasterly along a prolongation of the North line of Block Ten (10), Second Railway Addition to the City of Benson a distance of seventy feet (70') to the Northwest corner of Lot Six (6), Block Ten (10), Second Railway Addition to the City of Benson; thence Southeasterly along the North line of said Block Ten (10) to the Northeast corner of Lot Five (5), Block Ten (10), Second Railway Addition to the City of Benson; thence Northeasterly along a prolongation of Thirteenth Street North a distance of seventy feet (70') to the Southeast corner of Lot One (1), Block Two (2), Sunwall Addition to the City of Benson; thence Northwesterly along the South line of said Block Two (2) to the Southwest corner of Lot Twelve (12), Block Two (2), Sunwall Addition to the City of Benson; thence Northeast along the West line of Lots Twelve (12), Eleven (11), Ten (10), Nine (9), Eight (8), and Seven), Block Two (2),

Sunwall Addition to the City of Benson to the point of beginning.

3. Project. The School shall begin its expansion project no later than one (1) year from the execution of this agreement.

4. Utilities. The School shall be responsible for all costs involving the rerouting and reconnection of utilities on the above described property. A plan for this rerouting and reconnection must be submitted to the City in writing and approved by the City before the project is commenced. The rerouting and reconnection must be completed to the City's satisfaction.

5. Permits. Before beginning its expansion project, the School shall obtain any and all necessary City, State and Federal permits.

6. Title. Upon completion of the vacation of the above described property, title to the property shall pass to the School in accordance with Minnesota Statutes. If this Agreement is terminated prior to completion of the expansion project, title to the above described property shall revert to the City.

7. Breach of Contract. If the School breaches the provisions of this Agreement in any material respect and fails to cure such breach within ninety (90) days after receipt of written notice of the breach by the City, the City may immediately terminate this Agreement. All costs associated with termination of this Agreement as a result of the School's breach, including attorney's fees, will be borne by the School.

8. Arbitration. The parties shall attempt, in good faith, to resolve any controversies or disputes arising out of this Agreement through negotiation. Any controversies or disputes arising out of or relating to this agreement shall be resolved by binding arbitration in accordance with the applicable rules of the American Arbitration Association, with such arbitration to take place in the City of Benson or such other location mutually agreed upon by the parties.

9. Entire Agreement. This Agreement (including the exhibits, schedules and other documents referred to herein) constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior verbal or written agreements, commitments, or communications regarding the same. The parties represent and warrant that they have not relied on any statement made by any party other than those set forth in this written agreement.

10. Modification, Amendment, or Waiver. The terms and provisions of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by an authorized representative of each party.

11. No Waiver of Rights. No delay on the part of any party in exercising any right under this Agreement shall operate as a waiver of such right. No waiver, express or implied, by any party of any right or any breach by any other party shall constitute a

waiver of any other right or breach by the breaching party or any other party to this agreement.

12. Venue. The performance, construction, and interpretation of this Agreement and all disputes between the parties that arise out of this agreement or occur during the term of this agreement shall be governed and construed in all respects by the laws of the State of Minnesota, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF BENSON, MINNESOTA

BENSON PUBLIC SCHOOLS

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____



Minnesota Department of Transportation

Office of Transit
395 John Ireland Boulevard, Mail Stop 430
Saint Paul, MN 55155

Date: February 27, 2015

Robert Wolfington
City of Benson
1410 Kansas Avenue
Benson, MN 56215

Re: Request for Computer Aided Dispatching System for Benson Heartland Express

Dear Mr. Wolfington,

Thank you for your letter requesting additional funding to your current operating contract for the purpose of hiring dispatch staff and purchasing dispatching software.

As you are aware in 2011 the Minnesota Department of Transportation (MnDOT) began an initiative titled 'Transit for Our Future' which explores the concept of coordination, cooperation and consolidation. This effort has had great success in combining several single transit systems into a regional service. We have experienced many positive benefits to the transit public through these efforts.

Because of the success of the Transit for Our Future process, MnDOT has determined that we will no longer fund single entities to fund projects that can be found elsewhere. Prairie Five does have the dispatching software and dispatch on staff. In conversation with Prairie Five, they have indicated that they are not willing to do a portion of the service because they see greater benefits to providing the entire transit package rather than just dispatch service. Prairie Five would be willing merge the City of Benson service into Prairie Five.

I suggest you begin serious discussion with Prairie Five to merge the city service. Prairie Five has merged several cities into their regional service with great success. You have had talks with Ted Nelson, project manager for Prairie Five, and he is interested in pursuing this direction.

MnDOT's Office of Transit will not consider funding dispatching staff or software for a single (county or city) transit entity in the future.

Please contact Beverly Herfindahl at 320-214-6361 or beverly.herfindahl@state.mn.us if you have further questions or wish to move forward in discussion with Prairie Five.

Sincerely,

Michael A. Schadauer

Mike Schadauer
Director

cc: Tom Gottfried, Sarah Lenz, Beverly Herfindahl

An Equal Opportunity Employer



TASK ORDER

Task Order No. 0002

Effective Date: January 12, 2015

Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: City of Benson, Minnesota (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 12th day of January, 2015.

TASK ORDER PROJECT NAME: Fuel Tank Replacement Project

TASK ORDER PROJECT DESCRIPTION: This project includes the potential replacement of the City's existing fuel tanks with a single fuel tank.

DGR CONTACT PERSON: Andy Koob, P.E., Project Manager

CLIENT CONTACT PERSON: Dan Gens, Director of Public Works

SCOPE OF WORK: Following is a detailed scope of services to be included under this Task Order:

Hourly Portion:

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

Preliminary/Planning Phase:

1. Assist the City in determining the appropriate size for the storage tank, as well as determining whether to build the tank above grade or underground.
2. Work through other preliminary matters such as determining the preferred tank location, construction methods, attachment to the existing system, and monitoring system preferences.
3. Prepare a preliminary cost estimate
4. Compile the above preliminary design information into correspondence for review by the City. Proceed to the final design phase after review of any comments from City staff.

Permitting Phase:

** To be added later by Amendment.

Construction Phase:

** To be added later by Amendment.

Post-Construction Phase:

** To be added later by Amendment.

Lump Sum Portion:

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

Final Design Phase:

** To be added later by Amendment.

Bidding Phase:

** To be added later by Amendment.

FEE ARRANGEMENT: We propose the following fee arrangement for the identified work:

<u>Segment</u>	<u>Fee Amount</u>	<u>Fee Type</u>
Final Design Phase	**	Lump Sum
Bidding Phase	**	Lump Sum
Total – Lump Sum Portion:	**	

<u>Segment</u>	<u>Fee Amount</u>	<u>Fee Type</u>
Preliminary/Planning Phase	\$ 7,900	Hourly - Estimate
Permitting Phase	**	Hourly - Estimate
Construction Phase	**	Hourly - Estimate
Post-Construction Phase	**	Hourly - Estimate
Total – Hourly-Estimate Portion:	<u>\$ 7,900</u>	
Total – Project:	\$ 7,900	

**** To be added later by Amendment**

All "Hourly" work will be billed at the then-current Hourly Fee Schedule then in effect at the time the work is performed. A copy of the current 2015 Hourly Fee Schedule A is attached as Exhibit I. In addition to the amount relating to the personnel grade of the individuals doing the work, the only other expenses expected to be billed directly are travel-related costs (primarily mileage); subsistence costs if overnight stays are required (food and lodging); and Engineer's consultant charges (if any).

All "Lump Sum" work is inclusive of personnel, subsistence, travel, computer, and other costs. No billings above the lump sum figure will be made.

City of Benson, Minnesota
(Client)

By: _____

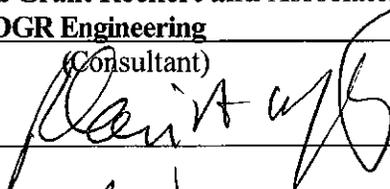
Title: _____
(Authorized signature and Title)

Address: _____

City: _____

Date: _____

DeWild Grant Reckert and Associates Company
d/b/a DGR Engineering
(Consultant)

By:  _____

Title: President
(Authorized signature and Title)

Address: 1302 South Union Street

City: Rock Rapids, IA 51246

Date: 1-9-15

EXHIBIT I

DGR ENGINEERING

Rock Rapids, IA – Sioux Falls, SD – Sioux City, IA – Ankeny, IA

JANUARY 2015

HOURLY FEE SCHEDULE A

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$78	\$46	\$42
02	\$83	\$49	\$44
03	\$88	\$54	\$46
04	\$94	\$58	\$48
05	\$102	\$62	\$52
06	\$111	\$66	\$56
07	\$120	\$70	\$60
08	\$130	\$75	\$64
09	\$140	\$79	\$69
10	\$150	\$83	\$75
11	\$159	\$87	\$81
12	\$171	\$92	\$90
13	\$184	\$99	\$107
14	\$191	\$106	\$133
15	\$196	\$114	\$174

Reimbursable Expenses:

1. Company vehicles, all at the IRS standard mileage rate in effect at the time.
2. Other travel, subsistence, lodging at actual out-of-pocket cost.
3. GPS Survey Equipment (when used) at \$31.25 per hour.
4. ATV and UTV Equipment (when applicable) at \$12.50 per hour.

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Water
 REVISED: 2/2015

DESCRIPTION	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Totals
Equipment												
#19 - 1983 Backhoe > N/U Backhoe	\$110,000											\$110,000
#20 - 1994 Backhoe > N/U Backhoe												\$0
#7 - Van												\$0
												\$0
Water Supply												\$0
Water Main Breaks												\$0
Water Treatment Plant #2 - Update												\$0
Well #32 Benson Middle Aquifer Golf Course Field												\$0
Well # 33 Benson Lower Aquifer Golf Course Field												\$0
Seal Well #11 and #12 Demolish Treatment Plant #1												\$0
Filter Plant Rehabilitation Plant I												\$0
Filter Plant Rehabilitation Plant II [Engineering]												\$0
Production Wells DVD												\$0
												\$0
Distribution												\$0
Repaint Water Tower		\$65,000				\$100,000						\$165,000
Bulk Water Station	\$5,000											\$5,000
Annual Available for Distribution Projects	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000			\$740,000
Project List												\$0
McKinney from 19th to 21st street		\$88,000										\$88,000
Wisconsin from 15th to 18th		\$30,000										\$30,000
11th St. Thorton to Kansas				\$210,000								\$210,000
Denfeld					\$200,000							\$200,000
TH-29 Water Main												\$0
15th St S Watermain												\$0
Kansas Ave Point Repair												\$0
Other Scheduled Maintenance												\$0
Wash Water Tower Exterior		\$6,000			\$6,000			\$6,500				\$18,500
Inspect and Clean Water Tower Interior				\$6,000			\$6,000					\$12,000
Update Wellhead Protection Plan												\$0
Column Total	\$140,000	\$214,000	\$25,000	\$241,000	\$231,000	\$625,000	\$36,000	\$36,500	\$30,000	\$0	\$0	\$1,578,500

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Electric Department
 REVISED: 2/2015

DESCRIPTION	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTALS
Distribution												\$0
Replace 50 Pulse Initiators with meter modules												\$0
Street Lights												\$0
US TH-12												\$0
Underground Alley Conversion & Engineering												\$0
Homewood Subdivision												\$0
Groehler Court underground Switch			\$35,000									\$35,000
Underground Conversion		\$85,000	\$90,000	\$95,000	\$100,000	\$105,000	\$110,000	\$115,000	\$120,000	\$125,000	\$125,000	\$1,070,000
Helipad OH to UG	\$60,000											\$60,000
Fence for Pole Pile												\$0
Replace OH with UG/ system upgrades	\$150,000	\$130,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,630,000
NW Corner 3Φ												\$0
NW Corner 1Φ												\$0
NE Corner 3Φ												\$0
NE Corner 1Φ												\$0
US TH-12												\$0
Column Total	\$375,000	\$290,000	\$405,000	\$437,500	\$430,000	\$350,000	\$260,000	\$265,000	\$270,000	\$315,000	\$275,000	\$3,672,500
												\$0
Other Schedule Maintenance												\$0
Christmas Lights	\$15,000											\$15,000
Meggar Testing—Generation				\$7,500		\$8,000						\$15,500
Relay & Load Tap Changers Maintenance				\$7,500		\$8,000						\$15,500
Column Total	\$390,000	\$290,000	\$405,000	\$452,500	\$430,000	\$366,000	\$260,000	\$265,000	\$270,000	\$315,000	\$275,000	\$3,718,500



INVOICE

Invoice Number 882177
Invoice Date February 26, 2015
Customer Number 92404
Project Number 193802891

Bill To

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

Please Remit To

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

Project Description: Railroad Crossing Study

Stantec Project Manager: Harter, Peggy D
Stantec Office Location: Fargo ND
Current Invoice Due: \$11,318.64
For Period Ending: February 13, 2015

Due on Receipt

INVOICE

Invoice Number

882177

Project Number

193802891

Top Task 200

Railroad Study

Discussions with City and BNSF, prepare summary of MnDOT rail safety report, develop and evaluate alternatives, review draft report and make final changes, send out draft report, prepare Council presentation.

Professional Services

Billing Level

Hours

Rate

Current Amount

Crew Chief

0.50

101.00

50.50

0.50

50.50

Engineer

67.00

106.00

7,102.00

67.00

7,102.00

Project Manager

28.00

148.00

4,144.00

28.00

4,144.00

Professional Services Subtotal

95.50

11,296.50

Top Task 200 Total

11,296.50

Top Task ZZZ

Expenses

Disbursements

Current Amount

Direct - Postage & Courier

22.14

Disbursements Subtotal

22.14

Top Task ZZZ Total

22.14

Total Fees & Disbursements

\$11,318.64

INVOICE TOTAL (USD)

\$11,318.64