

- | | | |
|---------|-----------------------------------|-------------------------|
| 18. | Exempt Salaries | Action Requested |
| 19. | Bills and Warrants: | Action Requested |
| 106-119 | ▪ \$242,075.72 | |
| 120-123 | ▪ \$451,320.41 | |
| 20. | City Manager's Performance Review | Action Requested |
| 21. | Adjourn: Mayor | |

In compliance with the American Disability Act, if you need special assistance to participate in this meeting, please contact the City Manager's office at 320-843-4775. Notification 48 hours prior to the meeting will enable the City of make reasonable arrangements to ensure accessibility to this meeting.

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
JANUARY 2, 2019**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Mark Schreck, Lucas Olson, Jon Buyck. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Police Chief Ian Hodge, Public Works Director Dan Gens, Senator Andrew Lang, Representative Tim Miller, Dawn Hegland and Laura Ostlie from the Upper Minnesota RDC and Anne Johnson.

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes or additions to the agenda. A gambling permit application as added to the agenda. It was moved by Evenson, seconded by Schreck and carried unanimously to approve the amended agenda.

It was moved by Schreck seconded by Olson and carried unanimously to approve the following items on the Consent Agenda:

- December 17, 2018 City Council Minutes
- November 19, 2018 EDA Minutes
- Application to the Library Board by Heidi Haverkamp-Davis
- City of Benson 2019 Annual Safety Calendar

The Mayor introduced Senator Andrew Miller and Representative Tim Miller. They discussed the new Governor, issues facing Minnesota and what they hope to work on in the coming legislative session.

Ostlie and Hegland approached the Council to discuss a contract for professional services between the City and the UMRDC. The UMRDC would provide several services such as attend conferences, loan fund management, marketing of Benson, coordinate project with Brightmark Energy and assist the City Manager. The contract would be for the 2019 year. Wolfington stated he will need help as he will be busy with Brightmark and will be at the legislature lobbying. After discussion, it was moved by Olson, seconded by Buyck and carried unanimously to approve the contract with the UMRDC as presented.

Next there was discussion on inviting Doug Griffiths back to Benson. The Mayor discussed how to move forward with marketing Benson. The topic on how to move forward seems to be a community issue, and there was discussion on bringing the school and other entities in the community into planning how to move forward. It was agreed there needs to be a reach out to the School and other entities. After discussion, the Mayor tabled this item until the January 14, 2019 City Council Meeting

It was moved by Evenson, seconded by Schreck and carried unanimously to approve the 2019 membership dues to the Coalition of Greater Minnesota Cities in the amount of \$5,702.00

Next there was discussion on the chlorine issues in the water plant. The failure of a fitting is going into litigation, however the integrity of the plant is a concern, and repairs need to move forward as soon as possible before the deterioration from the chlorine causes another failure. The City's insurance company, League of Minnesota Cities is very interested in moving the project the forward. The Council discussed the engineer's evaluation done by Crane Engineering.

Councilmember Evenson offered the following resolution:

**RESOLUTION DECLARING SPECIAL EMERGENCY
(RESOLUTION 2019-01)**

WHEREAS, a chlorine leak occurred at the City’s water filter plant in 2016; and,

WHEREAS, it has recently come to the attention of the City that this leak has caused a deterioration in the controls, pumps, motors and valves at the City’s water filter plant; and,

WHEREAS, immediate action to respond to the situation is needed in order to protect the health, safety and welfare of the community because the water plant has no manual overrides and repairs must be made immediately in order to ensure that the plant remains functional.

NOW THEREFORE IT IS HEREBY RESOLVED that a special emergency exists in relation to the damaged controls, pumps, motors and valves at the City’s water filter plant.

Councilmember Schreck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Collins, Buyck, Olson. NAYES: None. Thereupon the Mayor declared Resolution 2019-01 duly passed and adopted.

Councilmember Evenson offered the following resolution:

**RESOLUTION TO CONTRACT DURING SPECIAL EMERGENCY
(RESOLUTION 2019-02)**

WHEREAS, the City Council of the City of Benson has declared that a special emergency is in effect; and,

WHEREAS, immediate action to respond to the situation is needed in order to protect the health, safety and welfare of the community; and,

WHEREAS, the immediate hiring of a general contractor capable of assisting with cleanup of debris and restoration of essential services is required in order to effectively respond to the emergency; and,

WHEREAS, Minnesota statutes sections 365.37 and 415.01 provide that an emergency contract is not subject to the normal purchasing and competitive bidding requirements because of the emergency.

NOW THEREFORE IT IS HEREBY RESOLVED that the city manager is authorized, without requirement of notice or competitive bidding, to enter into a contract with a qualified contractor of his choice with the ability to assist with cleanup of debris and restoration of essential services as needed to respond to the emergency that is in effect and to purchase such materials as may be necessary for such repairs.

Councilmember Schreck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Collins, Buyck, Olson. NAYES: None. Thereupon the Mayor declared Resolution 2019-02 duly passed and adopted.

Next was a request from Independent School District #777 to cancel the lease they signed for the north end of the civic center a year ago and asked for their 2019 lease payment be returned to them, as they had already paid this. Wolfington recommended terminating the lease agreement as of today, but to retain the \$35,000 to go toward repairing demolition work that has already been done in the north end of the Civic Center by the school. After discussion, it was moved by Evenson, seconded by Buyck and carried unanimously to terminate the lease agreement immediately and to retain the \$35,000 payment.

The Benson Civic Center Board is looking for direction to do a feasibility study in the north end of the civic center. Wolfington would like to partner with them to do a study to outline what activities can be held in there. Pederson agreed that a proper feasibility study needs to be conducted. After discussion, it was moved by Buyck, seconded by Evenson and carried unanimously to allow the Civic Center Board along with the City of Benson to order a feasibility study, and bring the report back to the Council. It was moved by Buyck, seconded by Evenson and carried unanimously to conduct feasibility study with costs not to exceed \$10,000.

It was moved by Buyck, seconded by Olson and carried unanimously to approve the following appointments:

Emergency Chain of Command	Terri Collins Jack Evenson Lucas Olson Mark Schreck Jon Buyck
Economic Development Authority	Schreck and Evenson
Fire Board	Schreck and Evenson
HRA	Olson
Library Board	Buyck
Liquor Committee	Collins and Olson
Park Board	Evenson
Personnel Committee	Schreck and Collins
Planning Commission	Evenson & Buyck
President Pro-Tem	Evenson
Utility Committee	Olson and Buyck
Facilities Committee	Schreck and Evenson
Kid Day Committee	Olson and Evenson
Hospital Board	Buyck
Blight Committee	Collins and Olson
Civil Cases: City Attorney	Ben Wilcox
Civil Cases: Assistant City Attorney	Don Wilcox
Attorney Handling Criminal Cases	Wilcox Law Office

It was moved by Evenson, seconded by Buyck and carried unanimously to designate the Monitor News as the official newspaper in 2019.

It was moved by Evenson, seconded by Schreck and carried unanimously that state banks, national banks, and thrift institutions located either within or outside the State of Minnesota that qualify as depositories under Minnesota Law are hereby designated as depositories for the City of Benson.

Meeting times and dates were reviewed for 2019. It was moved by Evenson, seconded by Buyck and carried unanimously to approve the City Council meeting time and dates as presented.

It was moved by Schreck, seconded by Olson and carried unanimously to authorize the following as check signers on all accounts: Mayor Terri Collins, City Manager Rob Wolfington, Lisa Kent and Director of Finance Glen Pederson.

It was moved by Schreck, seconded by Olson and carried unanimously to authorize the following as check signers on the Incidental Fund: Valerie Alsaker.

It was moved by Buyck, seconded by Olson and carried unanimously to schedule the Board of Review on April 15, 2019 from 5:30 pm to 6:00 pm.

The Mayor tabled exempt wages for 2019 until the January 14, 2019 City Council Meeting.

The City Manager's review was tabled until the January 14, 2019 City Council Meeting.

It was moved by Evenson, seconded by Schreck and carried unanimously to approve a gambling permit for the Chippewa Valley Chapter of the Minnesota Deer Hunters Assn. for February 8, 2019 at McKinney's.

There being no further business to come before the Council upon motion by Evenson, seconded by Schreck and carried unanimously to adjourn the Council meeting at 7:00 p.m.

Mayor

City Clerk

Council Report 01/07/2019

The following is a summary of Police Dept activities for the month of December 2018.

BPD Officers conducted 151 Traffic Stops in December 2018, in December of 2017, BPD conducted 100 Traffic stops.

BPD Officers arrested 1 person for DUI in December 2018. BPD had 1 person arrested for DUI in December 2017.

BPD Officers issued 37 traffic and non-traffic citations in December 2018, 43 Citations were issued in December 2017.

BPD Officers were involved in 1 Domestic incident in December 2018, 8 Domestic incidents in December 2017.

BPD Officers arrested 23 people in December 2018, 6 in December 2017.

BPD Officers were overall involved in 414 incidents in December 2018, and 403 in December 2017.

January 2, 2019

Mr. Rob Wolfington
City of Benson
1410 Kansas Avenue
Benson, MN 56215-1718

RE: Charter Communications – Tribune Broadcasting Notice

Dear Mr. Wolfington:

Charter Communications, locally known as Spectrum, has been in discussions with Tribune Broadcasting (“Tribune”), the owner of WGN America and multiple local broadcast ABC, CBS, FOX, CW and digital multi-cast stations across various markets, to renew our carriage agreement. At 5:00 P.M. ET on Wednesday, January 2, 2019, Spectrum’s agreement to carry Tribune’s channels expired. As a result the channels listed below and all associated Video On Demand content are no longer available to Spectrum customers.

WGN America- Channel 8
WGN America HD- Channel 778

Tribune asked for a dramatic increase in fees (200%) which we believe is completely unjustified. We regret the impact of Tribune’s decision, and we remain optimistic that this matter will be resolved quickly, so our customers can again receive Tribune programming. For more information, please visit www.tribunefairdeal.com.

If you have any questions about the above this matter, please feel free to contact me at (952) 367-4263 or via email at Amanda.Duerr@charter.com.

Sincerely,



Amanda Duerr
Senior Manager, Government Affairs
Charter Communications

Val Alsaker

From: Rob Wolfington
Sent: Tuesday, January 08, 2019 3:15 PM
To: Val Alsaker
Subject: Fwd: Notice Letter and Joint Inspection
Attachments: image001.gif; ATT00001.htm; image002.png; ATT00002.htm; Letter to Stantec.pdf; ATT00003.htm

Please include this email and attachment as a consent agenda.

Sent from my iPhone

Begin forwarded message:

From: "Bryan R. Browning" <bbrowning@bassford.com>
Date: January 8, 2019 at 2:34:29 PM CST
To: "rob.wolfington@co.swift.mn.us" <rob.wolfington@co.swift.mn.us>
Subject: Notice Letter and Joint Inspection

SWIFT COUNTY SECURITY NOTICE:

This email originated from an external sender. Use caution before clicking on any links or attachments.

Rob,

Attached, please find a courtesy copy of the notice letter we sent to Stantec. We sent similar letters to the other parties we put on notice. Please let me know if you have any questions.

Kind Regards,
Bryan Browning



BASSFORD REMELE

BRYAN R. BROWNING
SHAREHOLDER
Licensed in MN and WI
T 612.376.1617
F 612.746.1217
BBROWNING@BASSFORD.COM

January 7, 2019

NOTICE OF POTENTIAL CLAIM AND JOINT INSPECTION

VIA U.S. MAIL AND FACSIMILE

Stantec
733 Marquette Avenue, Suite 1000
Minneapolis, Minnesota 55402
Facsimile: (651) 636-1311

Re: Chlorine Leak at City of Benson Water Treatment Plant
Date of Leak: April 2016
Claim No.: CP 67384
Our File No.: 8610-3

To Whom it May Concern:

This letter is to advise of a potential subrogation claim against Stantec by the City of Benson and the League of Minnesota Cities ("LMCIT") for damage sustained as a result of a chlorine leak that occurred at the City of Benson's water treatment plant located at 2150 Utah Avenue, Benson, MN 56215 in April 2016. This firm represents League of Minnesota Cities, the insurer of City of Benson.

On the date of the leak a fitting on a pipe in that transported chlorine to a water processing room was discovered to have failed, which resulted in the release of chlorine into the facility and caused significant damage. The failed fitting was found in a fractured state. Information ascertained during our preliminary investigation revealed that the fitting was improper for its use on the chlorine system. Stantec (f/k/a Bonestroo) was involved in and responsible for construction consulting, construction project management, design, and construction of the water treatment plant, including in the room where the subject fitting failed.

January 7, 2019

There are numerous parties involved in this matter. **A joint inspection is scheduled starting at 10:00 a.m. on January 18, 2019 at the City of Benson's Water Treatment Plant located at 2150 Utah Avenue, Benson, MN 56215.** The subject fitting will also be made available for visual observation at the joint inspection.

Due to the difficulty with scheduling inspections involving multiple parties, experts, and attorneys the joint inspection and examination will go forward on January 18, 2019, and any party who elects not to attend will be deemed to have waived any claims for spoliation.

Please contact me immediately to let me know if you believe additional parties should be put on notice of this loss. In addition, please contact any insurance company and any other entities that may have an interest in this matter, and inform them of this letter. Also, please have them contact me at their earliest convenience, so that we can discuss this claim.

Thank you for your anticipated cooperation. Please feel free to contact me directly with any questions or to further discuss this matter.

Very truly yours,



Bryan R. Browning

BRB

cc: Mike Evenson (*via email*)
Jim Boonstra (*via email*)
Claim No. CP 67384

4812-8878-1188

Application for Variance from Provisions of Zoning Ordinance

Planning Commission
City of Benson
Benson, MN 56215

Number: 2019-01
Date of Application: December 11, 2018
Application Fee: \$250.00

Rec'd 12/13/18
VA

NAME OF APPLICANT Benson Independant School District #777 ZONE R-1 Low Density Residential
ADDRESS 1800 Nevada Avenue, Benson, MN 56215 PARCEL NO. 23-1428-100
Benson-Acre Lots - Pt. SE1/4-NE/14
PROPERTY AT Highland Addition, Outlot A LOT # _____ BLOCK _____ ADDITION _____

Applications for variance shall be filed with the Zoning Administrator who shall refer all applications to the Planning Commission at their next regular meeting or at some other time. The Planning Commission shall recommend such conditions so as to adjust the hardship or deny the request within 60 days of referral. The City Council shall take up with the Planning Commission's recommendations and the application at the next regular meeting of the Council, however, it has 60 days to call hearing or act if necessary.

1. REASON FOR GRANTING A VARIANCE:

The City Council may grant variances from the strict application of the application of the provisions of this code and impose conditions and safeguards in the variances granted when it is in the public's interest to grant such a variance. Variances may be granted:

- Yes No (A) By reason of narrowness, shallowness, or odd size or shape of the lot;
- Yes No (B) By reason of exceptional topographic conditions, water conditions, or other extraordinary and exceptional conditions of the lot;
- Yes No (C) By reason that the strict application of this Chapter would result in peculiar and practical difficulties or exceptional or undue hardship upon the owner developing or using such lot in a manner customary and legally permissible in the zoning district in which the lot is located;
- Yes No (D) By reason that the owner can show that the strict compliance with the zoning regulations is unreasonable.

2. I am requesting a variance to: Extend the proposed school additions beyond the minimum front yard and side yard setbacks for R-1 Zoning requirements.

3. Statement showing hardship or reason listed above for requesting a variance: See attached for reasons for requesting the variance.

4. Attach one Plot Plan to scale showing present and proposed improvement.

CERTIFICATE

I certify that I am the applicant named herein; that I have familiarized myself with the rules and regulations with respect to preparing and filing this application; that the foregoing statements and answers herein contained and the information on the attached maps or plot plans and any other papers submitted herewith are in all respects true and accurate to the best of my knowledge and belief.

SIGNATURE: *[Signature]* as owner agent PHONE: 952-544-8941

ADDRESS: 7601 Wayzata Blvd, Suite 200, St. Louis Park, MN 55426

5.

INVOLVED		ALLOWABLE	PROPOSED	APPROVED
<input type="checkbox"/> Single Family Dwelling	<input type="checkbox"/> Front Yard			
<input type="checkbox"/> Dwelling	<input type="checkbox"/> Units Side Yard			
<input type="checkbox"/> Accessory Building	<input type="checkbox"/> Rear Yard			
<input type="checkbox"/> Commercial Building	<input type="checkbox"/> Projection			
<input type="checkbox"/> Building Addition	<input type="checkbox"/> Area, Sq. Ft.			
<input type="checkbox"/> Other				
<input checked="" type="checkbox"/> School (Zoned in R-1)	Front Yard	40'	14'-11" (East)	
	Front Yard	40'	16'-7" (West)	
	Side Yard	10'	35'-10" (West)	

6. **FINDING OF FACT TO ISSUE A VARIANCE.** In considering all requests and taking subsequent action, the Planning Commission and Council shall make a finding of fact that the proposed variance, if granted, does not:

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. Impair an adequate supply of light and air to adjacent properties. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Increase the danger of fire or public safety. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Unreasonably increase congestion in public streets and alleys. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Unreasonably diminish or impair established property values within the neighborhood. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Cause anything to happen that is contrary to the intent of the Zoning Ordinances. |

7. STAFF COMMENTS: _____ DATE

8. PLANNING COMMISSION: _____ APPROVE _____ DENY _____ DATE

9. CITY COUNCIL: _____ APPROVE _____ DENY _____ DATE

10. A VARIANCE IS (APPROVED) (DISAPPROVED) FOR REQUEST AS FOLLOWS:

ZONING ADMINISTRATOR

DATE: _____

Benson Planning Commission

Variance application attachment -- Northside Elementary School

3. Statement showing hardship or reason listed above for requesting a variance:

The reason for the variance is due to the landlocked existing location of the kitchen. The proposed kitchen/cafeteria addition is the only logical direction to go based on these existing conditions. This proposed location will disturb the least amount of the existing school, thus keeping costs down.

The reason for the variance is due to the existing conditions of the main corridor. The proposed Pre-K addition main corridor is intended to align with the existing main corridor. Siting the proposed addition to the south also allows for the proposed parking lot entry and exit drives off Park Place Road.

PURCHASE AND SALE AGREEMENT

(Benson/FibroMinn Plant Property)

THIS PURCHASE AND SALE AGREEMENT, by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, having an address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 (“Seller” or “NSP”), and the City of Benson having an address of 1410 Kansas Ave., Benson, MN 56215 (“Purchaser” or “Benson”), is made effective for all purposes as of December __, 2018. Purchaser and Seller may be referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, Seller is the owner of certain real and personal property located at 900 Industry Drive, City of Benson in Swift County, State of Minnesota, as more particularly described in **Exhibit A-1** and **Exhibit A-2** attached hereto and incorporated herein by reference, subject to and excluding any reserved rights and interest(s) specifically identified in this **Agreement**, and expressly excluding the Excluded Property (the property described in Exhibit A-1 is herein called the “Lands” and the property described in Exhibit A-2, together with the Property Remaining Following Site Restoration, are herein collectively called the “Structures and Personal Property”; the Lands and the Structures and Personal Property are herein collectively called the “Property”); and

Comment [XE1]: NSP to determine if it will have any reserved rights in the Property?

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Definitions.

a. As used herein, the following terms have the meanings set forth below:

“Agreement” shall mean this Purchase and Sale Agreement, together with all Exhibits and other attachments hereto.

“Assumed Liabilities” shall have the meaning set forth in Section 2.b.

“Backup Power Agreement” shall mean the City of Benson Agreement for Backup Station Power Service dated _____, including, without limitation, all obligations of NSP thereunder.

“Benson” shall have the meaning set forth in the first paragraph of this Agreement.

“Bill of Sale” shall mean the Bill of Sale substantially in the form attached hereto as Exhibit B.

“Claim Deadline Date” shall have the meaning set forth in Section 12.a.

“Claims” shall mean claims, liabilities, losses, damages, injuries, costs and expenses (including, attorneys’ fees, consultant and expert witness’ fees, and court costs and expenses, and environmental investigation, remediation, removal and restoration costs and expenses), awards or judgments, demands, compensation, suits, fines, penalties, forfeitures, administrative or other governmental orders, actions or causes of action of whatever kind or nature, whether or not specifically enumerated herein.

“Closing” or “Close” shall have the meaning set forth in Section ___.

“Closing Date” shall have the meaning set forth in Section ___.

“Closing Encumbrance” shall have the meaning set forth in Section 8.b.

“Condition Precedent” shall have the meaning set forth in Section 7.

“Cure Notice” shall have the meaning set forth in Section 8.c.

“Deed” shall mean the [Limited Warranty Deed] substantially in the form attached hereto as Exhibit C.

“Earnest Money Deposit” shall have the meaning set forth in Section 3.

“Effective Date” shall have the meaning set forth in the first paragraph of this Agreement.

“Encumbrances” means charges, liens, mortgages, security interests, pledges, easements, mortgages, deeds of trust, rights-of-way, restrictions, encroachments, licenses, leases, or any other claims and other restrictions or limitations of any kind, attached to and burdening the Lands, including, without limitation, the Indenture.

“Environmental Contamination” means the presence of Hazardous Materials at a level or concentration that requires remediation under applicable Environmental Laws.

“Environmental Laws” means all federal, state, and local laws, rules, and regulations relating to pollution or protection of the public health or the environment, including, the emission, discharge, release, manufacture, processing, distribution, use, treatment, handling, storage, disposal, or transportation of substances, materials, pollutants, contaminants, chemical, solid waste, and/or Hazardous Materials. Environmental Laws include, but are not limited to, (i) the Resource Conservation Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq.; (ii) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. Sections 9601 et seq.; (iii) the Federal Water Pollution Control Act (“Clean Water Act”), as amended, 33 U.S.C. Sections 1251 et seq.; (iv) the Safe Drinking Water Act, as amended, 42 U.S.C. Sections 300f et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C.

Sections 2601 et seq.; (vi) the Emergency Planning and Community Right-to-Know Act of 1986, as amended; (vii) the National Environmental Policy Act, as amended, 42 U.S.C. Sections 4321 et seq.; (viii) the Occupational Safety and Health Act, as amended, 29 U.S.C. 651 et seq.; (ix) the Pollution Prevention Act of 1990, Pub. L. 101-508, November 5, 1990, as amended; (x) the Oil Pollution Act of 1990, Pub. L. 101-380, August 18, 1990, as amended; (xi) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801 et seq.; (xii) the Clean Air Act, as amended, 42 U.S.C. Sections 7601 et seq.; and (xiii) any regulations promulgated under (i) through (xii) above.

“Environmental Liabilities” shall mean any and all Claims based on, relating to, arising from or in connection with a violation or alleged violation of Environmental Laws.

“Excluded Property” shall have the meaning set forth in Section 2.

“Hazardous Materials” shall mean any substance, pollutant, contaminant, chemical, material or waste that is regulated or listed under any Environmental Law.

“Indenture” shall mean that certain [Supplemental and Restated Trust Indenture from Northern States Power Company to Harris Trust and Savings Bank Trustee dated May 1, 1988].

Comment [XE2]: NSP to confirm this is the applicable indenture.

“Indenture Release” shall mean an instrument or other document necessary or appropriate to release the Property from the lien of the Indenture.

“Information” shall have the meaning set forth in Section 9.a..

“Inspection Period” shall have the meaning set forth in Section 6.

“Lands” shall have the meaning set forth in the first recital above.

“Letter Agreement” shall mean that certain Letter Agreement dated May 1, 2017 by and between the Seller and the Buyer in connection with Seller’s acquisition and shut down of the Benson Power Biomass Plant, which sets forth certain obligations of NSP and Benson related to the Benson Power Biomass Plant property, including the Property.

“Letter Agreement Section 1.c. Value” shall mean the mutually agreed monetized value of the obligations of NSP to Benson under Section 1.c. of the Letter Agreement (regarding verified stranded investments on water, waste water and electric distribution assets), which mutually agreed monetized value equals \$ _____.

“Letter Agreement Section 1.d. Value” shall have the meaning set forth in Section 11.a.ii.

“Letter Agreement Section 1.e. Value” shall mean the mutually agreed monetized value of the obligations of NSP to Benson under Section 1.e. of the Letter Agreement (requiring NSP to honor all of its obligations under the Backup Power Agreement), which mutually agreed monetized value equals [\$450,000].

Comment [XE3]: Benson to provide verification for this number.

“Ownership and Use” shall mean any rights, title, interests and any other rights of ownership of any kind or character, in, on, under or related to property, and any use, development, management, operations, and any other activities, or functions applied, in, on, under or related to property.

“Party” or “Parties” shall have the meaning set forth in the first paragraph of this Agreement.

“Permitted Encumbrances” means: (i) Encumbrances for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves, with respect to taxes which are being contested are maintained on the books of Seller in conformity with GAAP; (ii) any imperfections of title or Encumbrances that could be identified by either or both a commitment for title insurance or a survey of the Lands in question (provided that, if, pursuant to Section 8, Purchaser identifies any such imperfection of title or Encumbrance identified in this clause (ii) as a Closing Encumbrance, then such Closing Encumbrance will thereafter no longer constitute a Permitted Encumbrance for purposes of this Agreement, unless waived pursuant to Section 8.e.); and (iii) any Encumbrances to which the Lands are subject that, either individually or in the aggregate would not materially interfere with Purchaser’s ability to develop the Property as a gasification facility.

“Physical Access Information” shall have the meaning set forth in Section 9.b.

“Physical Access Liabilities” shall mean any and all Claims which Seller may incur or which may be asserted against Seller or the Property as a result of, related to, or arising in any way from or in connection with Purchaser’s, or any of its Representatives’, physical access to the Property pursuant to Section 10, including Claims related to personal injury (or death) and damage to the Property (including Purchaser’s duty to restore the Property pursuant to Section 10) as a result of, related to, or arising in any way from or in connection with physical access to conduct inspections, tests, investigations or other due diligence related to the Property, or as a result of, related to, or arising in any way from or in connection with Purchaser’s, or any of its Representatives’ or employees’, ingress, egress or presence on the Property.

“Property” shall have the meaning set forth in the first recital above.

“Property Remaining Following Site Restoration” shall have the meaning set forth in Section 11.a.i.

“Prospective Purchaser” shall mean the prospective purchaser of the Property being acquired by Benson hereunder, pursuant to Benson’s desire and plan to develop the Property at some time following Closing. As of the Effective Date, the Prospective Purchaser is Brightmark Energy.

“Purchase Price” shall have the meaning set forth in Section 4.

“Purchaser” shall have the meaning set forth in the first paragraph of this Agreement.

“Representatives” shall have the meaning set forth in Section 9.b..

“Retained Liabilities” shall have the meaning set forth in Section 2.c.

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“Site Restoration” shall have the meaning set forth in Section 11.a.i.

“Site Restoration Completion Date” shall have the meaning set forth in Section 11.a.i.

“Structures and Personal Property” shall have the meaning set forth in the first recital above.

“Title Company” shall mean Commercial Partners Title, LLC, having an address of 200 South Sixth Street, Suite 1300, Minneapolis, MN 55402.

b. Other Definitional Provisions.

(i.) The calculation of time within which or following which any act is to be done or step is to be taken pursuant to this Agreement excludes the date that is the reference day in calculating such period.

(ii.) As used in this Agreement, reference to dollar amounts, unless otherwise specifically indicated, means the lawful money of the United States of America.

(iii.) The terms “include,” “includes” and “including” mean including without limiting the generality of any description preceding such term, and, for purposes of this Agreement, the rule of ejusdem generis shall not be applicable to limit a general statement that follows an enumeration of specific matters, to matters similar to the matters specifically enumerated.

(iv.) All references to sections, subsections, or exhibits in this Agreement are to sections, subsections, or exhibits of or to this Agreement unless otherwise specified.

2. Purchase and Sale; Assumed Liabilities and Retained Liabilities.

a. Purchase and Sale. Upon the terms and subject to the conditions and limitations of this Agreement (including, those in Sections 12 and 13), at and as of the Closing, Seller shall sell and deliver to Purchaser and Purchaser shall purchase and accept from Seller, all right, title and interest of Seller in, to and under the Property.

The Parties acknowledge and agree that as of the Effective Date certain structures and other property are currently located in, on or under the Lands, but to the extent such structures and other property are not Structures and Personal Property, such structures and other property are expressly excluded from the description of “Property” herein and are expressly intended by the Parties to be excluded from the purchase and sale contemplated herein (herein collectively, the “Excluded Property”).

b. Assumed Liabilities. Except for Seller's indemnity obligations expressly set forth in Section 12.b.(iv) in respect of the Retained Liabilities, Purchaser shall assume, and be responsible for, (i) all Claims (other than Environmental Liabilities) based on, caused by, relating to, arising from or in connection with the Ownership and Use of the Property, including those Claims for personal injury (or death) or property damage, (ii) all Environmental Liabilities relating to, arising from or in connection with the Property (collectively, the "Assumed Liabilities"). As used in this Section 2.b., the phrase "Ownership and Use of the Property" shall mean, in respect of the Lands, the Ownership and Use of the Lands by Purchaser or by any of its successors or assigns, and in respect of the Structures and Personal Property, the Ownership and Use of the Structures and Personal Property by Purchaser, by any of its predecessors, or by any of its successors or assigns.

c. Retained Liabilities. Purchaser shall not assume, and Seller shall retain and be responsible for, subject to the limitations in Sections 12 and 13, and as otherwise set forth in this Agreement, and without affecting the "as is" and other waivers in this Agreement, (i) all Claims (other than Environmental Liabilities) based on, caused by, relating to, arising from or in connection with Ownership and Use of the Lands prior to the Closing Date, including those Claims for personal injury (or death) or property damage, and (ii) all Environmental Liabilities related to, arising from on in connection with the Lands prior to the Closing Date (collectively, the "Retained Liabilities"). As used in this Section 2.c., the phrase "Ownership and Use of the Lands" shall mean the Ownership and Use of the Lands by Seller or by any of its predecessors.

3. Earnest Money Deposit. Concurrent with the execution hereof, Purchaser shall deliver the sum of [Four Hundred Fifty Thousand and No/100ths U.S. Dollars (\$450,000.00)] in the form of cash, certified funds, or wire transfer of immediately available funds to Commercial Partners Title, LLC ("Title Company"), having an address of 200 South Sixth Street, Suite 1300 Minneapolis, MN 55402, as escrow agent, for immediate deposit into an interest bearing account. The interest accrued and paid on the deposit shall be for the benefit of the Party entitled to the deposit as provided herein. The earnest money deposit and the interest earned on the deposit are referred to herein collectively as the "Earnest Money Deposit". From and after the end of the Inspection Period, as hereinafter defined, the Earnest Money Deposit shall become non-refundable to Purchaser and shall be considered liquidated damages to which Seller is entitled should Purchaser not thereafter close the purchase for whatever reason, other than for Purchaser's failure to close due to a default by Seller or due to a Condition Precedent not being satisfied nor waived. If Closing occurs, the Earnest Money Deposit shall be applied to and credited against the Purchase Price at Closing.

Comment [XE4]: Subject to verification of this number by Benson re the Letter Agreement Section 1.e. Value.

Notwithstanding the foregoing, in lieu of delivering the sum set forth in the first paragraph of this Section 3 above, Purchaser may elect to use the Letter Agreement Section 1.e. Value as the "Earnest Money Deposit." In the event Purchaser makes such election, the Letter Agreement Section 1.e. Value shall be treated in the same manner as a sum deposited as an Earnest Money Deposit in the first paragraph of this Section 3 above for all purposes (including, without limitation, from and after the Inspection Period, it will become non-refundable to Purchaser and shall be considered liquidated damages to which Seller is entitled if Closing does not occur, and if Closing occurs, it will be applied to and credited against the Purchase Price, as provided in the first paragraph of this Section 3 above), except such Letter Agreement Section 1.e. Value will not be delivered to the Title Company nor will it accrue interest.

Additionally, if Closing does not occur but the Letter Agreement Section 1.e. Value becomes non-refundable as provided in this Section 3, or if Closing occurs, then the Letter Agreement Section 1.e. Value shall be deemed to be a payment by NSP to Benson in full accord and satisfaction of the obligations of Seller under Section 1.e. of the Letter Agreement (including NSP's obligations under the Backup Power Agreement), and Benson hereby releases and discharges NSP from any and all Claims related to Section 1.e. of the Letter Agreement and related to the Backup Power Agreement.

4. Purchase Price. The purchase price for the Property, including the Earnest Money Deposit, as applied, shall be One Million Seven Hundred Eleven Thousand and No/100ths U.S. Dollars (\$1,711,000.00)("Purchase Price"), subject to closing adjustments as provided in Section 5 below. The Purchase Price is allocated \$1,110,000 for the Lands, and \$601,000 for the Structures and Personal Property. Upon application of the Earnest Money Deposit, the balance of the Purchase Price shall be payable by Purchaser to Seller in cash, certified funds, or by wire transfer of immediately available funds at Closing.

5. Adjustments to the Purchase Price. The following adjustments to the Purchase Price shall be made at Closing:

a. Items to be Prorated. The following items shall be prorated between the Parties as of the Closing, and shall be deducted from or added to the balance of the Purchase Price due at Closing and shall be a final settlement unless otherwise agreed by the Parties in writing:

(i.) Real Property Taxes. General real property taxes for the Property for the year in which the Closing Date occurs shall be apportioned between the Parties based upon the most recent levy and assessment. For clarity, such taxes shall be prorated, notwithstanding the post-Closing obligation for Seller to pay Buyer two payments, each in an amount calculated based on certain taxes set forth in Section 11.b.i.

(ii.) Special Assessments. Seller shall pay in full all special assessments which are due and payable prior to the Closing. Any other special assessments (and/or charges in the nature of or in lieu of such assessments) levied, pending or constituting a lien with respect to any of the Property, shall be prorated between the Parties as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date only if Seller has received written notice of any such special assessments prior to the Closing Date and Purchaser being responsible for those allocable subsequent thereto. For the sake of clarity, and notwithstanding the foregoing, "special assessments," as used in this paragraph, expressly excludes general real property taxes.

(iii.) Customary Prorations. All other items not expressly addressed in this Section 5a. that are customarily prorated in the State and County in which the Property is located, in transactions similar to the transaction contemplated by this Agreement, shall be prorated between the Parties in the customary manner.

b. Documentary and Recording Fees. Purchaser shall pay all documentary fees and recording fees required for recordation of the Deed and any other documents.

c. Title Company Fees. Seller and Purchaser shall equally divide the escrow and/or closing fee payable to Title Company at Closing.

d. Credited Amounts. In addition to the Earnest Money Deposit in accordance with Section 3, the following shall be applied to and credited against the Purchase Price at Closing: (i) the Letter Agreement Section 1.c. Value; and (ii) the Letter Agreement Section 1.d. Value.

6. Inspection Period. For a period of seventy five (75) days following the Effective Date ("Inspection Period"), Purchaser may, at Purchaser's expense, investigate the Property and all matters Purchaser deems relevant to its Ownership and Use.

7. Structures and Personal Property Review. During the Inspection Period and in connection with Buyer's due diligence, Buyer and Seller shall inspect and document the As Is, Where Is, With All Faults condition of the material portions of the Structures and Personal Property. Buyer and Seller shall confirm by an additional inspection, to be conducted not less than twenty-one (21) days prior to the Closing Date, that none of the material portions of the Structures and Personal Property have been removed or materially damaged by Seller since the previous inspection. Seller agrees that if such second inspection reveals that Seller has removed or materially damaged any of the material portions of the Structures and Personal Property, Seller shall replace or repair those portions so removed or materially damaged prior to Closing.

8. Title Review.

a. At Seller's sole cost and expense, Seller shall provide to Purchaser, within ___ days following the date the Agreement is executed, a commitment to issue title insurance insuring fee simple title to the Lands, subject to the exceptions to title noted therein. Purchaser shall be solely responsible for any endorsements to such title insurance commitment and any title premiums required to be paid to issue the title insurance reflected in such commitment. Within 20 days after Purchaser's receipt of such title commitment, Purchaser shall make any reasonable objections it may have to the contents thereof (matters reflected therein and not objected to within such period shall be deemed Permitted Encumbrances).

b. Any objections to the title commitment within the required time period that are so identified by Purchaser pursuant to Section 8.a. above shall constitute a "Closing Encumbrance" for purposes hereof. Any other Encumbrance that materially affects the Lands that is not shown in the title commitment but that is identified in writing by Purchaser to Seller prior to Closing will also be considered a Closing Encumbrance.

c. Seller may, but shall have no obligation to, cure any Closing Encumbrances. Seller shall have 30 days after receipt of notice of any Closing Encumbrances identified by Purchaser to deliver notice to Purchaser (the "Cure Notice") identifying the Closing Encumbrances, if any, Seller intends to cure, at its discretion, which such cure shall be effected

Comment [XE5]: The documentation regarding the purchase of the Structures and Personal Property that were to be auctioned, clearly indicate that the property is conveyed as is, where is, without warranty of any kind.

NSP will agree to this provision, so long as Benson/BrightMark agrees to the provision in Section 11.b.ii below regarding indemnity by Prospective Purchaser.

at Seller's sole cost and expense prior to the Closing; provided, however, (i) Seller shall have no obligation with respect to any Closing Encumbrances not contained in the Cure Notice, and (ii) failure to cure any Closing Encumbrance not listed in the Cure Notice shall not constitute a breach of any of Seller's representations, warranties, covenants or agreements contained herein.

e. If any Closing Encumbrances are not cured prior to the Closing, Purchaser will have the option (which shall be its sole and exclusive remedy in respect of such failure to cure) to (i) terminate this Agreement or (ii) waive such objections and proceed to consummate the Closing; provided, however, if Purchaser proceeds to consummate the Closing, any Closing Encumbrances not cured shall be deemed Permitted Encumbrances for all purposes of this Agreement.

9. Review of Information and Confidentiality of Information.

a. Review of Information. Seller shall make available for review by Purchaser, during regular business hours, copies of surveys, engineering studies, feasibility studies, soil and water test results, environmental studies or reports, maps, plats, contracts, documents, agreements, permits, licenses, reports and data pertaining to or affecting the Property (collectively, the "Information") that are in the possession or reasonable control of Seller's Real Estate Services department, if any. The Information shall be made available to Purchaser on or before twenty-one (21) days after the Effective Date. In the event of termination of this Agreement for any reason after the Effective Date, Purchaser, without additional cost to Seller, shall promptly return to Seller all copies of the Information that are in the Purchaser's possession or under Purchaser's control.

Seller makes no representation or warranty relating to the accuracy of any record, document or information including, without limitation, the Information, made available to Purchaser. Statements of fact or opinion contained in any record, documents or information, including, without limitation, the Information, made available to Purchaser shall not be deemed to be a representation or warranty hereunder. The records, documents and information made available to Purchaser, including, without limitation, the Information, are being provided to Purchaser for informational purposes only and shall be read in the context that they were prepared by Seller, or Seller's consultants, for intercompany use without expectation that such Information would be disseminated to third parties in connection with a transaction. Further, it is agreed that Purchaser is responsible for its own due diligence despite receiving information and documentation relating to the Property from Seller, including, without limitation, the Information. Purchaser agrees that Purchaser may independently verify such information provided by Seller, including, without limitation, the Information, and Purchaser hereby releases and discharges Seller from any and all Claims related to Purchaser's reliance thereon.

b. Confidentiality. Purchaser shall maintain all Information, and all information and documents (including, any reports or results) generated as a result of Purchaser's physical access to conduct due diligence of the Property as provided in Section 10 below ("Physical Access Information"), as strictly confidential and will not disclose such Information or such Physical Access Information, to any third party without the express written consent of Seller, except to its lenders, attorneys and consultants but expressly excluding any Prospective Purchaser ("Representatives"), but only to the extent necessary to complete Purchaser's review of the

Information and Purchaser's due diligence of the Property and perform its obligations hereunder, and subject to such third party's agreement to maintain the information as confidential. Information and Physical Access Information shall be disseminated within Purchaser's organization, and to its Representatives, on a "need to know" basis only. In the event that Purchaser does not acquire the Property for any reason, Purchaser will return or deliver to Seller all copies of any Information and Physical Access Information in its, or its Representatives', possession or within its, or its Representatives', reasonable control.

10. Physical Access to Property. During the Inspection Period and subject to the confidentiality obligation in Section 9.b. above, Purchaser and its designated employees and Representatives shall be granted access to the Property under this Agreement for the purpose of conducting any due diligence Purchaser deems necessary or prudent. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not be permitted to perform any invasive tests on the Property without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Such persons or firms desiring access to the Property are subject to Seller's reasonable approval prior to any entry onto the Property. Further, Purchaser shall provide Seller with written notice of its, or its designated employees' or Representatives,' intention to enter the Property at least five (5) days prior to such entry.

a. Copies of Reports and Results. Purchaser shall deliver to Seller a copy of any reports or results of any tests regarding the physical characteristics of the Property within five (5) days of receipt by Purchaser or its Representatives.

b. Responsibility for Physical Access Liabilities; Restoration of Property. Purchaser shall be liable and responsible to Seller for all Physical Access Liabilities, including Purchaser shall repair any damage done to the Property as a result of, related to, or arising in any way from or in connection with physical access to conduct inspections, tests, investigations or other due diligence related to the Property, or as a result of, related to, or arising in any way from or in connection with Purchaser's, or any of its Representatives' or employees', ingress, egress or presence on the Property. Purchaser, upon completion of its physical access to the Property, shall restore the Property to its condition as existed immediately prior to such physical access.

c. Rules and Regulations. Purchaser and its Representatives shall obey all applicable laws and ordinances and written rules and regulations of Seller made known to Purchaser prior to entry, as well as reasonable oral instructions related to safety as such are made known to Purchaser during its presence on the Property.

d. Accompaniment by Seller. At all times while on the Property, Purchaser and its Representatives shall be accompanied by Seller's designated representative, unless otherwise authorized by Seller in advance.

e. Insurance. Purchaser shall, and shall cause any of its Representatives physically accessing the Property, take out and maintain, at their own expense, at least the following insurance with not less than the following limits:

<u>Insurance</u>	<u>Amount</u>
Workers Compensation:	Statutory
Comprehensive General Liability:	\$1,000,000 per occurrence/ \$2,000,000 aggregate.
Automotive liability:	\$1,000,000 per occurrence/ \$2,000,000 aggregate.

f. Representatives and Employee Compliance. Purchaser shall be solely responsible for ensuring that all of its Representatives and employees comply with the requirements of this Agreement.

11. Pre-Closing and Post-Closing Obligations; Letter Agreement Release.

a. Pre-Closing Obligations.

i. Site Restoration. Pursuant to Section 1.g. of the Letter Agreement, NSP has an obligation to Benson regarding site restoration. The following shall replace and supersede Section 1.g. of the Letter Agreement in its entirety:

Prior to Closing, Seller shall perform the following, in all material respects (collectively, the "Site Restoration"):

(A) in respect of the structures and other property (other than Structures and Personal Property) located in, on or under the Lands as of the Effective Date, (i) remove all such structures and other property (other than above-ground improvements and foundations), (ii) remove all such structures and other property which are above-ground improvements to grade; and (iii) remove all such structures and other property which are foundations to a depth of four (4) feet below grade; and

(B) in respect of the Lands, remediate Environmental Contamination, if any, to the extent required by applicable Environmental Law for the Lands' use for commercial or industrial purposes in accordance with Minnesota Industrial Soil Reference Values. The Parties acknowledge that no evidence of Environmental Contamination was identified in the Phase I Environmental Site Assessment performed by WENCK Associates, dated June 21, 2017. Any Environmental Contamination remediated pursuant to this Section 11.a.i.(B) shall not constitute a Retained Liability pursuant to Section 2.c.

Upon completion of Seller's removal activities set forth in this Section 11.a.i. above, Seller shall provide written notice to Purchaser of the completion of such removal, which notice shall include the date when such removal was completed (the "Site Restoration Completion Date").

Purchaser acknowledges and agrees that, following the completion of the work in respect of Site Restoration, certain of the structures and other property (or portions thereof), at

depths greater than the depths for which removal is required in Section 11.a.i.(A) above, may not have been removed and will remain in, on or under the Lands following Closing (the "Property Remaining Following Site Restoration"). Purchaser agrees that such Property Remaining Following Site Restoration will be conveyed to Purchaser under this Agreement, and will be deemed to be Structures and Personal Property for all purposes hereunder.

Seller shall not have any obligation or responsibility to perform any Site Restoration in respect of the Structures and Personal Property.

ii. **Water Distribution and Controls.** Pursuant to Section 1.d. of the Letter Agreement, NSP has an obligation to Benson regarding water distribution and controls. The Parties have learned that the removal of the facility will not compromise the pipeline providing water to NAF, and desire revise the obligation of NSP in connection with water use. The following shall replace and supersede Section 1.d. of the Letter Agreement in its entirety:

Benson shall install a fire hydrant on the Lands located at _____ with associated piping prior to Closing, and NSP shall reimburse Benson for the reasonable and documented costs actually incurred by Benson for the installation of such fire hydrant; provided however, in no event shall NSP's obligation to reimburse Benson for the installation of such fire hydrant ever exceed \$15,000. Following the completion of such installation, Benson shall provide NSP with the cost and reimbursement amount verification documentation. The amount of such reimbursement shall apply to and be a credit against the Purchase Price at Closing (the amount of the reimbursement is herein called the "Letter Agreement Section 1.d. Value").

iii. **Indenture Release.** Within ten (10) days following the Site Restoration Completion Date, and so long as Seller has no reason to believe there is a possibility that the transactions contemplated herein may not Close, Seller shall make application for a release of the Property from the lien of Seller's Indenture ("Indenture Release"). In the event the Indenture Release is not issued, for any reason, on or before Closing, Seller may, at Seller's option, extend the Closing Date by written notice to Purchaser for up to six successive thirty (30) day periods until such Indenture Release is issued.

b. **Post-Closing Obligations.**

i. **Payments by Seller Calculated Based on Amount of Certain Property Taxes.** If Closing occurs, NSP will make two (2) annual payments to Benson within 10 days of receipt of an invoice by Benson, one payment on each of the first and second anniversaries of the Site Restoration Completion Date. Each of the two payments shall equal the amount of local county, city and school property taxes payable by Seller in respect of the Lands for the last full tax year prior to the Site Restoration Completion Date. Notwithstanding that the two payments by Seller are calculated based on the amount of certain taxes paid by Seller in respect of the Lands, Seller shall have no

obligation to pay Buyer's taxes or to pay taxes to any taxing authority related to Property, nor any other obligation related to taxes from and after the Closing Date, except as expressly set forth in Section 5.a.i. regarding the proration of general real estate taxes. Buyer shall be responsible for payment of all taxes related to the Property from and after the Closing Date.

ii. Indemnity by Prospective Purchaser. Purchaser shall obtain an obligation from Prospective Purchaser, satisfactory to NSP, in Purchaser's purchase and sale agreement with Prospective Purchaser, to indemnify, defend and hold harmless NSP, its affiliates and its and their respective directors, officers, shareholders, employees, agents, representatives and assigns (as third party beneficiaries of such purchase and sale agreement) from and against any and all Claims arising out of, related to or otherwise in respect of the Assumed Liabilities.

c. Letter Agreement Release.

If Closing occurs, then the consideration of providing covenants and agreements regarding matters covered by the Letter Agreement set forth herein, and any amounts applied to and credited against the Purchase Price related to monetized values of NSP's obligations in the Letter Agreement, shall be deemed to be a payment by NSP to Benson in full accord and satisfaction of all of the obligations of NSP under the Letter Agreement (including all of NSP's obligations under any agreements referenced in the Letter Agreement), and Benson hereby releases and discharges NSP from any and all Claims related to the Letter Agreement and related to the any such referenced agreements.

12. Survival and Indemnification.

a. Survival of Representations, Warranties, Covenants and Agreements. (i) Except as otherwise expressly set forth in Sections 12.a.(ii) and 12.a.(iii) below, none of the representations, warranties, covenants and agreements, including indemnification obligations in respect thereof, of the Parties in this Agreement shall survive the Closing.

(ii) Notwithstanding anything in Section 12.a.(i) above that may appear to the contrary, the following representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties), including indemnification obligations in respect thereof, of the Parties in this Agreement shall survive the Closing for a period beginning on the Closing Date and ending on the date that is one (1) year after the Closing Date (the ending date of such period, the "One Year Claim Deadline Date"); (A) the representations and warranties of Seller regarding Seller Authorization set forth in Section 14.a, and the indemnification obligations related to breach or inaccuracy of representations or warranties set forth in Section 12.b.(i) below in respect thereof; and (B) the representations and warranties of Purchaser regarding Purchaser Authorization set forth in Section 15.a, and the indemnification obligations related to breach or inaccuracy of representations or warranties set forth in Section 12.c.(i) below in respect thereof.

Notwithstanding anything in Section 12.a.(i) or in the paragraph immediately above in this Section 12.a.(ii) that may appear to the contrary, the following representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties), including indemnification obligations in respect thereof, of the Parties in this Agreement shall survive the Closing for a period beginning on the Closing Date and ending on the date that is two years after the Closing Date (the ending date of such period, the "Two Year Claim Deadline Date"; the One Year Claim Deadline Date and the Two Year Claim Deadline Date are herein collectively called the "Claim Deadline Date"): (A) the covenants and agreements of Seller set forth in Section 11.b.i. regarding two post-Closing payments by Seller based on certain tax payment amounts, and the indemnification obligations related to breach of a covenant or agreement of Purchaser set forth in Section 12.c.(ii) below in respect thereof; and (B) the covenants and agreements of Purchaser regarding confidentiality set forth in Section 9.b, and the indemnification obligations related to breach of a covenant or agreement of Purchaser set forth in Section 12.c.(ii) below in respect thereof.

In respect of the first two paragraphs of this Section 12.a.(ii), no Claim shall be made or payable in respect of any such representations, warranties, covenants or agreements, including, no Claim shall be made or payable in respect of indemnification obligations, after the applicable Claim Deadline Date, except (x) for those payable in respect of the representations, warranties, covenants and agreements, including the indemnification obligations in respect thereof, set forth in the Section 12.a.(iii) below that are to survive the Closing indefinitely, and (y) with respect to Claims made prior to such applicable Claim Deadline Date, but not then resolved (such representation, warranty, covenant or agreement surviving with respect to such Claim solely until resolution of such Claim). In respect of claims in this Section 12.a.(ii) to which an applicable Claim Deadline Date applies, if a Claim notice is given in accordance with the terms hereof prior to the applicable Claim Deadline Date, the Claim shall continue indefinitely until such Claim is finally resolved in accordance with the terms of this Agreement.

(iii) Notwithstanding anything in Sections 12.a.(i) and (ii) above that may appear to the contrary, the following representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties), including the indemnification obligations in respect thereof, of the Parties in the Agreement shall survive the Closing indefinitely: (A) the covenants and agreements in Section 3 regarding the Earnest Money Deposit and the full accord and satisfaction and the release by Benson in respect of Section 1.c. of the Letter Agreement, and the indemnification obligations related to breach of a covenant or agreement of Purchaser set forth in Section 12.c.(ii) below in respect thereof; (B) the covenants and agreements of Purchaser set forth in Section 11.b.ii. regarding obtaining an indemnity obligation from the Prospective Purchaser, and the indemnification obligations related to breach of a covenant or agreement of Purchaser set forth in Section 12.b.(ii) below in respect thereof; (C) the covenants and agreements in Section 11.c. regarding the full accord and satisfaction and the release by Benson in respect of the Letter Agreement, and the indemnification obligations related to breach of a covenant or agreement of Purchaser set forth in Section 12.c.(ii) below in respect thereof; (D) the indemnification obligations related to fraud or intentional misrepresentation set forth in Section 12.b.(iii) below; (E) the indemnification obligations related to fraud or intentional misrepresentation set forth in Section 12.c.(iii) below; (F) the covenants and agreements in Section 2.c. regarding the Retained Liabilities, and the indemnification obligations related to the Retained Liabilities set forth in Section 12.b.(iv)

below; (G) the covenants and agreements in Section 2.b. regarding Assumed Liabilities, and the indemnification obligations related to the Assumed Liabilities set forth in Section 12.c.(iv) below, (H) the covenants and agreements in Section 10 regarding Physical Access Liabilities, and the indemnification obligations related to the Physical Access Liabilities set forth in Section 12.c.(v) below; (I) the representations and warranties of Purchaser regarding due diligence and independent investigation set forth in Section 15.c., and the indemnification obligations related to breach or inaccuracy of representations or warranties set forth in Section 12.c.(i) below in respect thereof; (J) the representations and warranties of Seller regarding broker and finder commissions and fees set forth in Section 18 below, and the indemnification obligations related to breach or inaccuracy of representations or warranties set forth in Section 12.b.(i) below in respect thereof; and (K) the representations and warranties of Purchaser regarding broker and finder commissions and fees set forth in Section 18 below, and the indemnification obligations related to breach or inaccuracy of representations or warranties set forth in Section 12.c.(i) below in respect thereof.

Additionally, notwithstanding anything in this Agreement that may appear to the contrary, the covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties), including any indemnification obligation in respect thereof, set forth in Sections 8, 9.a. and 13, including that the Property is being conveyed in its present condition (including, environmental condition) "AS IS, WHERE IS, WITH ALL FAULTS), and the representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties), including any indemnification obligations in respect thereof, set forth in this Section 12., shall survive the Closing indefinitely.

b. Seller's Obligation to Indemnify.

Subject to the terms, conditions, and limitations set forth in this Section 12, and to the extent permitted by law, Seller shall indemnify, defend and hold harmless Purchaser and its elected officials and employees (each, a "Purchaser Indemnified Person") from and against any and all Claims suffered or incurred by any Purchaser Indemnified Person arising out of, related to or otherwise in respect of:

- (i.) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement;
- (ii.) any breach of any covenant or agreement of Seller in this Agreement;
- (iii) fraud or intentional misrepresentation by Seller in connection with this Agreement; and
- (iv.) the Retained Liabilities.

c. Obligation of Purchaser to Indemnify.

To the extent permitted by law, Purchaser shall indemnify, defend and hold harmless Seller, its affiliates and its and their respective directors, officers, shareholders, employees, agents, representatives and assigns (each, a "Seller Indemnified Person") from and against any and all Claims suffered or incurred by any Seller Indemnified Person arising out of, related to or otherwise in respect of:

(i.) any breach or inaccuracy of any representation or warranty of Purchaser contained in this Agreement;

(ii.) any breach of any covenant or agreement of Purchaser in this Agreement;

(iii.) fraud or intentional misrepresentation by Purchaser in connection with the this Agreement;

(iv.) the Assumed Liabilities; and

(v) the Physical Access Liabilities.

d. Limitations on Indemnification Obligations.

(i.) Total Limit on Seller's Liability; Indemnity Basket. Notwithstanding anything to the contrary contained in the Agreement (and taking highest precedence in the event of one or more conflicts), the maximum aggregate liability of Seller to Purchaser (together with all Purchaser Indemnified Persons) hereunder shall be limited to \$1,110,000, being the amount of the Purchase Price allocated to the Lands. Further, notwithstanding anything to the contrary contained this Agreement, Seller shall not have any obligation to indemnify Purchaser (or if a Purchaser Indemnified Person (other than Purchaser) is making a claim for indemnity by Seller, shall not have any obligation to indemnify any such Purchaser Indemnified Person) pursuant to Section 12.b., unless and until Purchaser (or if a Purchaser Indemnified Person (other than Purchaser) is making a claim for indemnity by Seller, such Purchaser Indemnified Person) shall have incurred, on a cumulative basis, aggregate Claims in an amount exceeding One Hundred Thousand and no/100 Dollars (\$100,000.00) (the "Basket"), in which event the obligation of Seller to indemnify shall apply to all Claims incurred above the amount of the Basket.

(ii.) Limitation on Types of Damages. No Party shall be liable to the other Party for special, punitive, exemplary, incidental, consequential or other indirect damages, or lost profit or losses calculated by reference to any multiple of earnings, or earnings before interest, tax, depreciation (or any other valuation methodology), whether based on contract, tort, strict liability or otherwise for any Claim relating to this Agreement, provided, however, that if a Party is obligated to indemnify the other Party for a Claim by a third party that gives rise to such damages, then the indemnifying Party shall be liable for, and obligated to reimburse the indemnified Party for, such damages.

(iii.) Seller's obligation to indemnify under Section 12.b. hereby expressly excludes any successors or assigns of Purchaser or of a Purchaser Indemnified Person.

(iv.) Notice and Participation in Claims. Upon the occurrence of any event which would give rise to a claim by Purchaser (or by a Purchaser Indemnified Person) or by Seller (or by a Seller Indemnified Person) (collectively, "Indemnified Person") for indemnification by the other Party under this Section 12 (the "Indemnifying Party"), or in the event that a Claim is begun or initiated which would give rise to a claim by an Indemnified Person for indemnification by the Indemnifying Party hereunder, then the Indemnified Person (or the relevant Party on its behalf) shall give written notice to the Indemnifying Party of such occurrence, event or Claim within twenty (20) days of the Indemnified Person receiving actual notice of such occurrence, event or Claim. The failure of the Indemnified Person to provide such timely notice shall not relieve the Indemnifying Party from any obligation of indemnification hereunder for such occurrence, event or Claim, unless and to the extent (and only unless and to the extent) that such failure materially prejudices the Indemnifying Party's ability to defend the Claim. In the event of any such occurrence, event or Claim and the Indemnifying Party is notified thereof, then the Indemnifying Party shall have the obligation to defend such Claim, but the Indemnified Party (or a Party on its behalf) shall be entitled, at the Indemnified Party's sole cost and expense, to obtain its own counsel, and to participate with, and to the extent that it shall wish to do so, to participate in directing the defense thereof or to participate in any decision by the Indemnifying Party as to what action or actions to take related to the Claim.

(v.) No Merger. To the extent any representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties, and including indemnification obligations in respect thereof), of the Parties in this Agreement are to survive the Closing (for whatever period) as set forth in Section 12.a., the same, together with the limitations set forth in Section 12.d which survive Closing indefinitely, shall not be, nor shall be deemed to be, merged into any instrument of conveyance delivered at Closing.

(vi.) Exclusive Remedy. Seller and Purchaser acknowledge and agree that the indemnities expressly set forth in Article 12.b., subject to the survival of certain representations, warranties, covenants and agreements (including any releases, acknowledgements, limitations and disclaimers of representations and warranties, and including indemnification obligations in respect thereof) set forth in Section 12.a., and subject to the limitations set forth in this Section 12.d, shall be the sole and exclusive remedy of Purchaser (and each Purchaser Indemnified Party) against Seller for Claims incurred or suffered that arise out of, relate to or are otherwise in respect of this Agreement or the Property.

13. "As-Is" Condition of Property and Disclaimer of Warranties. The Property is sold by Seller and acquired by Purchaser in its present condition, "As-Is, Where-Is, With All Faults" with no right of set-off or reduction in the Purchase Price, THE PROPERTY IS BEING CONVEYED AND SOLD HEREUNDER WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER RELATING TO TITLE TO THE PROPERTY, RELATING TO THE CONDITION (INCLUDING, WITHOUT LIMITATION, THE PHYSICAL, ENVIRONMENTAL OR STRUCTURAL CONDITION), QUALITY, QUANTITY OR VALUE OF ANY OF THE

PROPERTY, OR RELATED TO THE EXISTENCE OR ABSENCE OF PETROLEUM, HAZARDOUS MATERIALS, POLLUTANTS OR CONTAMINANTS IN, ON, UNDER, OR AFFECTING THE PROPERTY OR RELATED TO THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO WARRANTY OF INCOME POTENTIAL, DEVELOPMENT POTENTIAL, OPERATING EXPENSES, USES, HABITABILITY, TENANTABILITY, OR SUITABILITY FOR ANY PURPOSE, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES SELLER HEREBY EXPRESSLY DISCLAIMS. PURCHASER CONFIRMS THAT IT HAS INVESTIGATED AND INSPECTED THE PROPERTY FOR ALL PURPOSES. Purchaser is relying entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property, and not on any statements of Seller or any documents or other information provided or made available by Seller. Statements of fact or disclosures, if any, made by Seller in this Agreement, or in connection with this Agreement, do not constitute warranties or representations of any nature.

14. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the Effective Date and again as of the Closing Date as follows:

a. Seller Authorization. Seller is a corporation duly organized under the laws of the State of Minnesota and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been (or prior to the Closing date will be) duly authorized by all necessary corporate action on the part of Seller and that such execution, delivery and performance does and will not conflict with or result in a violation of Seller's articles of incorporation or by-laws or any judgment, order or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject.

b. Creditors. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

c. Adverse Proceedings. There is no pending, or to Seller's knowledge, threatened or contemplated, litigation, investigation, arbitration, condemnation or other proceedings of any kind affecting the Property.

d. Violation of Laws. To Seller's knowledge, there is no condition existing with respect to the Property or the operation thereof by Seller, or any part thereof, which violates any law, rule, regulation, ordinance, code, other decree or ruling of any city, county, state or federal government, agency or court. Seller has not received notice from any governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof.

Notwithstanding the foregoing provisions of this Section 14 entitled "Seller's Representations and Warranties", Seller will not be deemed to be in breach of this Agreement with respect to facts or conditions which are the subject of the foregoing representations and warranties which are disclosed by Seller to Purchaser or otherwise discovered by Purchaser prior to Closing. Wherever herein a representation and/or warranty is made based upon the knowledge of, or notice to, Seller, such knowledge or notice, is limited to the actual knowledge of, or notice received by _____, _____s of Xcel Energy, without a duty to perform an investigation, provided nothing in this Agreement will be deemed to be a representation or warranty made by _____ other than in her/his representative capacity, and Purchaser hereby expressly releases _____ from any and all personal liability arising out of this Agreement or the representations and warranties made herein.

15. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller as of the Effective Date and again as of the Closing Date as follows:

a. Purchaser Authorization. Purchaser is _____ organized under the laws of Minnesota and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto. This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Purchaser pursuant hereto have each been duly authorized by all necessary action on the part of Purchaser and that such execution, delivery and performance does and will not conflict with or result in a violation of Purchaser's [charter or other governing instruments] or any judgment, order or decree of any court or arbiter to which Purchaser is a party, or any agreement to which Purchaser and/or any of the Property is bound or subject.

b. Creditors. Purchaser has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Purchaser's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

c. Due Diligence and Independent Investigation. Purchaser is knowledgeable about the purchase of lands and other property for development purposes and the usual and customary practices of entities, including government entities, engaged in such business. Purchaser has had access to the Property and sufficient opportunities to review the Information, to access the Property to investigate and inspect the Property, and to discuss any relevant information regarding the Property with Seller's appropriate employees, agents, and representatives. Purchaser has conducted its own independent investigation of the Properties and is relying, in its decision to enter into this Agreement and consummate the transactions contemplated herein, exclusively on its own independent investigation.

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach shall not constitute a waiver or release by Seller of any claims arising out of or in connection with such breach.

16. Closing. The consummation of the purchase and sale of the Property as contemplated in this Agreement in accordance with the terms and conditions herein (the "Closing" or to "Close") shall take place on a date and time as may be mutually agreed upon by Purchaser and Seller ("Closing Date"); provided however, such Closing Date shall not be less than thirty (30) days following the Site Restoration Completion Date. The Closing shall be held at the offices of the Title Company, except that Seller and/or Purchaser may deposit with Title Company their respective closing deliveries, as described below, on or before the Closing Date with appropriate instructions for recording and disbursement consistent with this Agreement.

.a. Conditions to Obligations of Seller. The obligation of Seller to Close shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions (unless waived in writing by Seller, in its absolute and sole discretion):

i. Closing Deliveries. Purchaser shall have tendered or delivered to Seller the items listed in Section 16d. hereof.

ii. Representations and Warranties of Purchaser. Each of the representations and warranties of Purchaser set forth in Section 15 shall be true and correct as of the Effective Date, and shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though newly made as of that date.

iii. Covenants of Purchaser. Purchaser shall have performed in all material respects all of its obligations under this Agreement (to the extent not already an obligation in respect of another item listed in this Section 16a.) that by the terms of such obligations are to be performed on or before the Closing Date.

iv. Indenture Release. Seller shall have obtained an Indenture Release.

v. Closing Encumbrance Resolution. All Closing Encumbrances, if any, have been cured by Seller or waived by Purchaser pursuant to Section 8.

vi. [Regulatory Approvals Obtained. Seller shall have obtained all necessary approvals by the Minnesota Public Utilities Commission and/or other regulatory agencies of the transactions contemplated in this Agreement to the sole satisfaction of Seller.]

Comment [XE6]: NSP to confirm whether a new regulatory approval will be required?

b. Conditions to Obligations of Purchaser. The obligations of Purchaser to Close shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions (unless waived in writing by Purchaser in its absolute and sole discretion):

i. Closing Deliveries. Seller shall have delivered to Purchaser the items set forth in Section 16c. hereof.

ii. Representations and Warranties of Seller. The representations and warranties of Seller set forth in Section 14 shall be true and correct in all material respects as of the Effective Date, and shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though newly made as of that date.

iii. Covenants of Seller. Seller shall have performed in all material respects all of its obligations under this Agreement (to the extent not already an obligation in respect of another item listed in this Section 16b.) that by the terms of such obligations are to be performed on or before the Closing Date.

iv. Indenture Release. Seller shall have obtained an Indenture Release.

v. Closing Encumbrance Resolution. All Closing Encumbrances, if any, have been cured by Seller or waived by Purchaser pursuant to Section 8.

vi. [Regulatory Approvals Obtained. Seller shall have obtained all necessary approvals by the Minnesota Public Utilities Commission and/or other regulatory agencies of the transactions contemplated in this Agreement to the sole satisfaction of Seller.]

Comment [XE7]: See comment above.

c. **Seller's Deliveries.** At or prior to the Closing, Seller shall deliver to Purchaser the following:

- i. **Bill of Sale.** The Bill of Sale, duly executed by Seller.
- ii. **Deed.** A recordable Deed, duly executed by Seller, with all appropriate notarizations. [Seller and Purchaser acknowledge and agree that the Deed shall reserve to Seller a non-exclusive easement for the maintenance of, and access to, utility improvements which are now, or may hereafter be, located on the Property as set forth in the Deed (the "Reserved Interest")]
- iii. **Indenture Release.** Duly executed copy of an Indenture Release.

d. **Purchaser's Deliveries.** At or prior to the Closing, Purchaser shall deliver to Seller the following:

- i. **Purchase Price.** The Purchase Price (as adjusted pursuant to Section 5) by immediately available funds via wire transfer pursuant to instructions provided by Seller prior to the Closing Date.
- ii. **Bill of Sale.** The Bill of Sale, duly executed by Purchaser.
- iii. **Deed.** A recordable Deed, duly executed by Purchaser, with all appropriate notarizations.

e. **Further Instruments.** Each Party shall, at Closing or from time to time prior to Closing, execute and deliver such further instruments as the other Party or the Title Company may reasonably request to effectuate the intent of this Agreement or as required by applicable law.

f. **Possession.** Seller shall deliver possession of the Property to Purchaser upon Closing.

17. **Condemnation.** In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the Effective Date and before the Closing Date, Purchaser may, at Purchaser's option, either (a) terminate this Agreement, in which event the Parties shall be released from all liabilities and obligations hereunder, except those which expressly survive termination, and the Earnest Money shall be returned to Purchaser, or (b) proceed to Closing and elect to have the portion of the Property so taken removed from the transaction contemplated hereunder (and removed from the definition of Property hereunder), and to have the proceeds received from such condemnation or right of eminent domain proceeding applied against the Purchase Price.

18. Broker Commission. Each of the Parties represents to the other that such Party has neither utilized any real estate broker, agent, or salesperson in connection with the transaction contemplated hereby, nor incurred any brokerage commission or finder's fee as a result of this transaction.

19. [Reserved].

20. Assignment. This Agreement shall be binding upon, and inure to the benefits of, Seller and Purchaser and their respective permitted successors and assigns. This Agreement shall not be assignable by Purchaser, without prior written approval of Seller.

21. Confidentiality of Terms. Purchaser agrees to retain the confidentiality of the terms of this Agreement prior to Closing, and not to disclose the same to any third party other than to the extent required by applicable law, or to Representatives to the extent necessary for Purchaser to complete its investigation and/or inspection during the Inspection Period, to obtain financing to complete this transaction, or to determine the tax treatment or tax structure of the transaction contemplated by this Agreement. The provisions of this Section 21 shall survive the termination of this Agreement.

21. Notices. Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when (a) delivered personally; (b) confirmed by facsimile transmittal; (c) two business days after deposited with the United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or (d) confirmed delivered by a nationally recognized overnight delivery service, in any event, addressed to the applicable Party as follows:

If to Seller: Northern States Power Company
d/b/a Xcel Energy
Attention: _____
Siting and Land Rights MP 7
414 Nicollet Mall
Minneapolis, MN 55401

If to Purchaser: _____
Attn _____

or to such other address as shall be designated by such Party in writing to the other Party.

22. Entire Agreement; Modification; Waiver. This Agreement embodies the entire agreement and understanding between Seller and Purchaser, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in writing executed by both Seller and Purchaser. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

23. [Reserved].

24. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of law that would apply the law of another jurisdiction. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in or for Hennepin County in the State of Minnesota (the "Minnesota Courts") in any action arising out of or relating to this Agreement or to the transactions contemplated herein, and, to the extent permitted by applicable law, hereby expressly waives any defense or objection to jurisdiction or venue based on the doctrine of *forum non conveniens*, and stipulates that the Minnesota Courts shall have *in personam* jurisdiction and venue over such Party for the purpose of litigating any dispute or controversy between the Parties arising out of or relating to this Agreement and the transactions contemplated herein.

25. Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

26. Time of the Essence. Time is of the essence under this Agreement and each and every provision hereof.

27. Construction. All of the Parties have been represented by counsel in the negotiation and preparation of this Agreement, the Deed, the Bill of Sale and all Exhibits and other documents related hereto; therefore, this Agreement, the Deed, the Bill of Sale, and each of the Exhibits and other documents related hereto shall be deemed to be drafted by each of the Parties hereto, and no rule of construction will be invoked respecting the authorship of this Agreement.

28. Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, enlarge, limit or prescribe the scope, meaning or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, and words of gender shall include any other gender.

29. Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective permitted successors and assigns of Seller and Purchaser.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

31. Recording. Neither party shall record this Agreement.

32. No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Parties hereto, including no rights shall be conferred to Prospective Purchaser hereunder.

33. Exhibits, Appendices and Schedules. All appendices, exhibits, and schedules hereto, or other documents expressly referenced in and incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as it set out in full in this Agreement.

34. Expenses. Purchaser, on the one hand, and Seller, on the other hand, shall bear all of its or their respective expenses in connection with the preparation, negotiation, execution, delivery and performance of this Agreement..

[Remainder of Page Intentionally Blank; Signature Pages to follow]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed by its duly authorized representative and delivered as of the Effective Date.

SELLER:

Northern States Power Company

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER:

By: _____
Date: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE REAL PROPERTY

South Half (S 1/2) of Lot Five (5) and all of Lot Six (6), Block One (1); Lots One (1), Two (2) and Three (3), Block Two (2); Outlots A and B, Benson Industrial Rail Second Addition to the City of Benson, Swift County, Minnesota.
Abstract Property

CONTAINING A CALCULATED AREA OF 77 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PERSONAL AND OTHER PROPERTY

[Note: Attach BME's Auction List with the lot number, the offer price and additional request columns deleted]

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

EXHIBIT C
FORM OF BILL OF SALE

**AGREEMENT
LEASE OF SENIOR CENTER FACILITY**

THIS AGREEMENT made this day of __, 20__, by and between the City of Benson, a municipal corporation, hereinafter referred to as the "City", and Swift County Human Services, hereinafter referred to as "Human Services."

WHEREAS, the City owns the Real Property in the City of Benson legally described as: The North Thirteen Feet (13') of Lot Seventeen (17) and all of Lots Eighteen (18), Nineteen (19) and Twenty (20), Block Twenty Two (22), Original Townsite of the City of Benson, Swift County, Minnesota; and,

WHEREAS, Human Services wishes to use part of the above described property for the purposes of care for adults with special needs; and

WHEREAS, the City recognizes that the promotion of Human Services activities and the availability of these facilities for use by Human Services and their clients is a valid public purpose and beneficial to the citizens of Benson and therefore is willing to cooperate with Human Services by providing the use of said facilities.

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

1. The City agrees to lease to Human Services and Human Services agrees to rent from the City the real property described as The North Thirteen Feet (13') of Lot Seventeen (17) and all of Lots Eighteen (18), Nineteen (19) and Twenty (20), Block Twenty Two (22), Original Townsite of the City of Benson, Swift County, Minnesota, together with all improvements and structures located thereon, excluding the cross wing closet areas on the north and south side of the sanctuary room.
2. This Lease will commence on _____, 2019, for a term of one (1) year, ending on _____, 2020. Thereafter, this Lease will automatically renew for a period of one (1) year, unless either party notifies the other party by September 30 of the previous year of their intent to terminate this lease agreement.
3. Human Services shall pay as rent for said property the sum of One Dollar (\$1.00) per year.
4. Human Services agrees to use said premises as an adult care space and other activities related thereto. In the event that said premises ceases to be used for the purposes set forth herein, this lease may be terminated immediately upon thirty (30) days written notice by the City.

5. The City will credit Human Services up to Five Hundred and no/100 Dollars (\$500.00) per month to be used toward maintaining the facility.
6. Human Services will be responsible for grass cutting, snow removal, and minor repairs to the facility.
7. Human Services agrees to hold the City harmless and indemnify it against any claim of injury to persons or property occurring in connection with any program sponsored by Human Services taking place on the premises.
8. The parties agree that the premises including all structures and fixtures and improvements thereto shall at all times remain the property of the City and shall remain with the premises upon termination of this lease agreement.
9. Human Services agrees not to in any way hinder or obstruct the use of the cross wing closet areas on the north and south side of the sanctuary by the Galen Hansen Foundation and the Benson Public Library.

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

CITY OF BENSON
SERVICES

SWIFT COUNTY HUMAN

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

LIBRARY ENDOWMENT FUND

	Actual 2016	Actual 2017	Budget 2018	Budget 2019
Beginning Cash	\$ 19,533	\$ 19,533	\$ 19,534	\$ 19,534
RECEIPTS				
Interest Income	325	327	400	400
Grant Proceeds	0	0	0	0
Donations	0	0	0	0
TOTAL REVENUES	325	327	400	400
EXPENDITURES				
Capital Outlay	0	0	0	0
Transfer to Library Fund	325	326	400	400
TOTAL EXPENDITURES	325	326	400	400
OPERATING PROFIT/(LOSS)	(0)	1	0	0
Ending Cash	19,533	19,534	19,534	19,534

PERPETUAL CARE CEMETERY

	Actual 2015	Actual 2016	Actual 2017	Budget 2018	Budget 2019
Beginning Cash	\$ 85,090	\$ 86,210	\$ 90,140	\$ 91,231	\$ 92,731
RECEIPTS					
Sale of Lots (25%)	1,120	3,930	1,090	1,500	1,500
Interest Income	1,349	1,443	1,517	1,400	1,600
Memorials	0	0	0	0	0
TOTAL REVENUES	2,469	5,373	2,607	2,900	3,100
EXPENDITURES					
Capital Outlay	0	0	0	0	0
Transfer to General Fund	1,349	1,443	1,516	1,400	1,600
TOTAL EXPENDITURES	1,349	1,443	1,516	1,400	1,600
OPERATING PROFIT/(LOSS)	1,120	3,930	1,091	1,500	1,500
Ending Cash	86,210	90,140	91,231	92,731	94,231

2019 General Capital Outlay Fund Budget

	Beginning Balances	Funding Sources	2019 Uses	Ending Balances
Administration	\$42,305	\$0	\$0	\$42,305
City Hall	\$170,194	\$40,000	\$0	\$210,194
Police Department	\$73,775	\$57,000	\$18,156	\$112,619
Fire Department	\$147,304	\$0	\$0	\$147,304
Street Department	\$259,633	\$276,000	\$315,000	\$220,633
Park Department	\$158,525	\$157,000	\$322,253	-\$6,728
Armory	\$57,185	\$0	\$45,000	\$12,185
Airport	<u>\$110,240</u>	<u>\$898,250</u>	<u>\$935,000</u>	<u>\$73,490</u>
Total	<u>\$1,019,161</u>	\$1,428,250	\$1,635,409	\$812,002

Administration- Capital Outlay Worksheet

Beginning Balance \$42,305

Funding Sources

General Fund Transfer

Sale of Property

Grants

Total Funding Sources \$0

Capital Outlay Purchases

1 \$0

2

3

4

5

6

Total Purchases \$0

Ending Balance \$42,305

City Hall - Capital Outlay Worksheet

Beginning Balance **\$170,194**

Funding Sources

General Fund Transfer **\$40,000**

Sale of Property

Grants

Total Funding Sources **\$40,000**

Capital Outlay Purchases

1 **\$0**

2

3

4

5

6

Total Purchases **\$0**

Ending Balance **\$210,194**

Police Department - Capital Outlay Worksheet

Beginning Balance **\$73,775**

Funding Sources

General Fund Transfer	\$57,000
Sale of Property	
Grants	

Total Funding Sources	\$57,000
------------------------------	-----------------

Capital Outlay Purchases

1 Mobil target	\$9,602
2 Weapons	\$8,554
3	
4	
5	
6	

Total Purchases	\$18,156
------------------------	-----------------

Ending Balance **\$112,619**

Fire Department - Capital Outlay Worksheet

Beginning Balance \$147,304

Funding Sources

General Fund Transfer \$0
 Sale of Property
 Bond Proceeds

Total Funding Sources \$0

Capital Outlay Purchases

- 1
- 2
- 3
- 4
- 5
- 6

Total Purchases \$0

Ending Balance \$147,304

Street Department - Capital Outlay Worksheet

Beginning Balance \$259,633

Funding Sources

General Fund Transfer	\$276,000
Bond Proceeds	
Grants	

Total Funding Sources \$276,000

Capital Outlay Purchases

1 Replace 1989 Dozer 550G	\$60,000
2 Concrete Crushing	\$100,000
3 Street Repair Projects	\$155,000
4	
5	
6	

Total Purchases \$315,000

Ending Balance \$220,633

Park Department - Capital Outlay Worksheet

Beginning Balance \$158,525

Funding Sources

General Fund Transfer Parks \$157,000
 General Fund Transfer Sr Center
 General Fund Transfer Cemetery

Total Funding Sources \$157,000

Capital Outlay Purchases

1 Pool Project \$150,000
 2 John Deere Mower \$30,000
 3 Playground Equipment install \$20,253
 4 Community Sign \$65,000
 5 Baseball Fence \$12,000
 6 Northside Rec Parking \$30,000
 7 Half cost of East Civic Center Parking \$15,000
 8

Total Purchases \$322,253

Ending Balance **-\$6,728**

Armory - Capital Outlay Worksheet

Beginning Balance \$57,185

Funding Sources

- General Fund Transfer
- Utility Fund Transfer
- Grants

Total Funding Sources \$0

Capital Outlay Purchases

- 1 Main Roof \$45,000
- 2
- 3
- 4
- 5
- 6

Total Purchases \$45,000

Reclass from other departments \$0

Ending Balance \$12,185

Airport - Capital Outlay Worksheet

Beginning Balance \$110,240

Funding Sources

General Fund Transfer	\$20,000	
Sale of Property		
Grants		
Other Governmental	\$878,250	
Total Funding Sources		\$898,250

Capital Outlay Purchases

1 A & D Building	\$590,000	
2 Above Ground Fuel System	\$320,000	
3 Entrance Road Chip Seal	\$25,000	
4		
5		
6		
Total Purchases		\$935,000

Reclass from Transit \$0

Ending Balance \$73,490

Date: 1/10/2019

CONCRETE PROJECTS FUND

	Actual 2016	Actual 2017	Projected 2018	Budget 2019
RECEIPTS				
Special Assessments	1,913	2,298	2,429	2,000
Transfer From General Fund	15,000	15,000	0	0
TOTAL REVENUES	16,913	17,298	2,429	2,000
EXPENDITURES				
Operating Supplies	0	0	0	0
Contracted Services	0	17,564	36,053	20,000
TOTAL EXPENDITURES	0	17,564	36,053	20,000
OPERATING PROFIT/(LOSS)	16,913	(267)	(33,623)	(18,000)
Fund Balance	\$92,875	\$92,608	\$58,985	\$40,985

STORM WATER FUND

	Actual 2016	Actual 2017	Projected 2018	Budget 2019
RECEIPTS				
Other Revenue	25	107	50	50
Storm Water Fees	54,801	55,083	53,843	55,000
Transfer From General Fund	0	0	0	0
TOTAL REVENUES	54,826	55,189	53,893	55,050
EXPENDITURES				
Operating Supplies	1,188	1,498	0	1,000
Maintain System	2,801	10,058	17,980	10,000
Contracted Services	0	20,646	54,227	0
Transfer to General Capital Outlay	0	0	0	0
TOTAL EXPENDITURES	3,989	32,202	72,207	11,000
OPERATING PROFIT/(LOSS)	50,836	22,987	(18,313)	44,050
Fund Balance	\$98,866	\$121,854	\$103,540	\$147,590

E D A BUDGET

	Actual 2015	Actual 2016	Actual 2017	Projected 2018	Budget 2019
Beginning Cash	\$363,292.37	\$324,463.37	\$290,743.40	\$191,707.31	\$145,519.74
RECEIPTS					
Interest	\$5,757.54	\$9,100.35	\$1,634.14	\$1,319.07	\$1,000.00
Intergovernmental Revenue	\$0.00	\$0.00	\$10,000.00	\$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	\$0.00	\$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	\$51,975.00	\$32,835.67	\$37,125.00	\$17,325.00	\$20,000.00
TOTAL RECEIPTS	\$57,732.54	\$41,936.02	\$48,759.14	\$18,644.07	\$21,000.00
DISBURSEMENTS					
Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$3,183.90	\$2,000.93	\$3,905.60	\$35.00	\$5,000.00
Contracted Services	\$25,581.82	\$43,432.60	\$42,604.35	\$13,847.79	\$35,000.00
Travel Expense	\$2,407.49	\$4,365.03	\$8,704.11	\$14,270.35	\$10,000.00
Special Projects	\$0.00	\$0.00	\$67,636.47	\$13,000.00	\$20,000.00
Management Fees	\$4,248.00	\$4,275.00	\$6,112.00	\$8,111.00	\$8,000.00
Misc.	\$8,409.15	\$21,582.43	\$9,452.70	\$6,187.50	\$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	\$52,731.18	\$0.00	\$0.00	\$0.00	\$0.00
CVAC Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loan Reduction	\$0.00	\$0.00	\$9,380.00	\$9,380.00	\$9,380.00
TOTAL DISBURSEMENTS	\$96,561.54	\$75,655.99	\$147,795.23	\$64,831.64	\$97,380.00
Increase(Decrease) Cash	(\$38,829.00)	(\$33,719.97)	(\$99,036.09)	(\$46,187.57)	(\$76,380.00)
ENDING CASH	\$324,463.37	\$290,743.40	\$191,707.31	\$145,519.74	\$69,139.74

XCEL GRANT BUDGET

	Projected 2018	Budget 2019
Beginning Cash	\$0.00	\$3,984,487.74
RECEIPTS		
Interest	\$17,535.99	\$210,000.00
Intergovernmental Revenue	\$4,000,000.00	\$6,000,000.00
Lease Income	\$0.00	\$0.00
Sale of Property	\$0.00	\$0.00
Transfers in	\$0.00	\$0.00
Loan Proceeds	\$0.00	\$0.00
CVAC Income	\$0.00	\$20,000.00
TOTAL RECEIPTS	\$4,017,535.99	\$6,230,000.00
DISBURSEMENTS		
Econ. Dev. Contract	\$0.00	\$85,000.00
Advertising	\$0.00	\$0.00
Contracted Services	\$21,934.00	\$0.00
Travel Expense	\$11,114.25	\$0.00
Benson Power	\$0.00	\$1,800,000.00
Crisi Grant Match	\$0.00	\$200,000.00
Alumni Association Grant	\$0.00	\$100,000.00
Purchase of Property	\$0.00	\$0.00
Loan Reduction	\$0.00	\$0.00
TOTAL DISBURSEMENTS	\$33,048.25	\$2,185,000.00
Increase(Decrease) Cash	\$3,984,487.74	\$4,045,000.00
ENDING CASH	\$3,984,487.74	\$8,029,487.74

SMALL CITIES GRANT FUND 2005

	Actual 2016	Actual 2017	Projected 2018	Budget 2019
REVENUES				
Refund of Loan	4,795	787	562	568
Interest Income	48	31	23	17
TOTAL REVENUES	4,844	818	584	584
EXPENDITURES				
Operating Supplies	0	0	0	0
Contracted Services			3,000	5,000
Small Cities Grant	0	0	0	0
TOTAL EXPENDITURES	0	0	3,000	5,000
OPERATING PROFIT/(LOSS)	4,844	818	(2,416)	(4,416)
Fund Balance	\$67,612	\$68,431	\$66,015	\$61,599

SMALL CITIES GRANT FUND 2017

	Actual 2016	Actual 2017	Actual 2018	Budget 2019
REVENUES				
Refund of Loan	0	0	0	0
Grant Proceeds	0	4,050	107,349	530,901
Interest Income	0	0	0	0
TOTAL REVENUES	0	4,050	107,349	530,901
EXPENDITURES				
Operating Supplies	0	0	0	0
Contracted Services				
Small Cities Grant	0	4,050	107,349	530,901
TOTAL EXPENDITURES	0	4,050	107,349	530,901
OPERATING PROFIT/(LOSS)	0	0	0	0
Fund Balance	\$0	\$0	\$0	\$0

Water Fund Budget

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
REVENUE					
SALES OF SERVICE	572,678	613,786	633,335	635,000	620,000
CONNECTION FEES	750	600	0	250	250
FIRE SERVICE FEE	10,000	10,000	10,000	10,000	10,000
REFUNDS & REIMBURSEMENTS	<u>2,622</u>	<u>12,915</u>	<u>6,274</u>	<u>3,500</u>	<u>6,000</u>
TOTAL REVENUE	586,051	637,301	649,609	648,750	636,250
EXPENDITURES					
SALARIES	103,335	107,341	130,388	113,700	116,500
EARNED BENEFITS	2,184	2,795	(3,141)	2,000	2,000
FRINGE BENEFITS	42,053	72,011	76,800	57,150	54,690
OFFICE SUPPLIES	144	305	46	300	300
CHEMICALS & CHEMICAL SUPPLIES	24,503	18,236	17,984	24,000	18,000
GAS AND OIL	2,617	2,600	3,061	3,000	3,500
OPERATING SUPPLIES	2,895	3,501	4,559	4,500	5,000
LABORATORY & TESTING	377	2,300	1,779	1,400	2,000
EQUIPMENT REPAIR & MAINTENANCE	329	2,241	12,296	3,000	2,500
MAINTAIN SYSTEM	28,835	31,033	31,109	27,000	30,000
BUILDING REPAIR & MAINTENANCE	1,007	2,405	897	1,500	1,500
MANAGEMENT FEES	38,556	39,327	40,110	40,920	41,738
TELEPHONE	1,962	2,119	2,431	2,000	2,500
TRAVEL EXPENSE	411	603	213	800	800
TRAINING & INSTRUCTION	600	536	703	800	3,000
MARKETING	609	532	611	700	700
INSURANCE	8,751	4,211	5,871	6,000	13,000
WORK COMP INSURANCE	767	3,168	3,041	4,500	3,300
ELECTRIC UTILITIES	25,192	23,444	26,685	26,000	21,000
DEPRECIATION	195,483	195,111	190,368	195,000	186,000
MISCELLANEOUS	13,759	5,551	3,553	6,000	6,000
INTERDEPARTMENTAL CHARGES	<u>12,375</u>	<u>12,375</u>	<u>12,375</u>	<u>12,375</u>	<u>12,375</u>
TOTAL EXPENDITURES	506,744	531,746	561,738	532,645	526,403
OPERATING PROFIT/(LOSS)	79,307	105,556	87,871	116,105	109,847
OTHER INCOME & EXPENSE					
INTEREST INCOME	9,213	10,797	11,361	11,500	12,000
GAIN/LOSS ON DISPOSAL OF ASSETS	21,500	0	0	0	0
INTEREST EXPENSE	(61,016)	(57,237)	(54,044)	(50,850)	(47,650)
NET INCOME/ (LOSS)	49,005	59,116	45,188	76,755	74,197

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Water
 REVISED: 8/2018

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Totals
Equipment												
#20 - 1994 Backhoe > NU Backhoe								\$100,000				\$100,000
Pick-up		\$35,000										\$35,000
Pick-up utility body and tommy-lift		\$15,000		\$40,000								\$55,000
Water Supply												\$0
Water Main Breaks												\$0
												\$0
												\$0
												\$0
												\$0
Distribution												\$0
Repaint Water Tower			\$80,000									\$80,000
Bulk Water Station												\$0
Annual Available for Distribution Projects	\$25,000	\$25,000	\$525,000	\$30,000	\$30,000	\$30,000						\$665,000
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	\$37,000	\$75,000	\$605,000	\$82,000	\$36,500	\$30,000	\$0	\$628,000	\$0			\$1,493,500

Sewer Fund Budget

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
REVENUE					
SALES OF SERVICE	799,168	833,847	938,898	968,000	968,000
CONNECTION FEES	6,000	6,072	0	2,000	2,000
REFUNDS & REIMBURSEMENTS	<u>3,601</u>	<u>1,823</u>	<u>1,045</u>	<u>2,000</u>	<u>2,000</u>
TOTAL REVENUE	808,769	841,743	939,943	972,000	972,000
EXPENDITURES					
SALARIES	7,904	5,845	8,321	9,500	107,000
EARNED BENEFITS	2,137	2,818	(4,177)	2,000	2,000
FRINGE BENEFITS	2,782	3,265	3,230	4,100	47,365
OFFICE SUPPLIES	0	14	20	100	200
CHEMICALS & CHEMICAL SUPPLIES	39,489	26,453	27,765	28,000	28,000
GAS AND OIL	1,502	2,201	2,253	2,200	2,300
OPERATING SUPPLIES	730	1,359	1,096	1,800	2,500
LABORATORY & TESTING	1,183	1,724	3,406	3,000	3,000
EQUIPMENT REPAIR & MAINTENANCE	16,332	9,898	9,843	13,000	11,000
MAINTAIN SYSTEM	28,710	44,784	43,947	33,000	36,000
BUILDING REPAIR & MAINTENANCE	5,076	2,089	5,676	5,000	5,000
CONTRACTED OPERATIONS-Personnel	241,332	241,332	244,956	250,000	0
MANAGEMENT FEES	50,052	51,053	52,074	53,112	54,174
TELEPHONE	219	361	524	600	800
TRAVEL EXPENSE	434	379	90	300	1,000
TRAINING & INSTRUCTION	333	823	0	700	2,000
INSURANCE	10,711	17,924	16,796	19,000	19,000
WORK COMP INSURANCE	0	151	160	0	3,300
ELECTRIC UTILITIES	50,641	50,574	50,535	52,500	51,000
HEAT	4,179	3,482	5,099	5,000	5,400
EQUIPMENT LEASE PAYMENT					45,100
DEPRECIATION	335,302	333,371	332,059	335,000	325,000
MISCELLANEOUS	5,511	7,122	4,026	6,000	6,100
INTERDEPARTMENTAL CHARGES	<u>21,360</u>	<u>21,360</u>	<u>21,360</u>	<u>21,360</u>	<u>21,360</u>
TOTAL EXPENDITURES	825,919	828,381	829,058	845,272	778,599
OPERATING PROFIT/(LOSS)	(17,149)	13,362	110,885	126,728	193,401
OTHER INCOME & EXPENSE					
INTEREST INCOME	1,354	409	424	600	400
GAIN/LOSS ON DISPOSAL OF ASSETS	0	0	5,520	0	0
INTEREST EXPENSE	(62,478)	(56,690)	(49,583)	(42,500)	(35,300)
NET INCOME/ (LOSS)	(78,273)	(42,920)	67,246	84,828	158,501

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Wastewater
 REVISED: 8/2018

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
Equipment												
Jet-Vac N/U 1997 Ford Louisville	\$225,000											\$225,000
Liftmoor Crane		\$15,000										\$15,000
Pick-up Truck		\$35,000										
Plant Improvement												\$0
Digester Cover			\$125,000									\$125,000
Trickling Filter				\$15,000								\$15,000
WWTP Generator					\$30,000							\$30,000
Digester mixer												
Filter Repairs												\$0
Collection System												\$0
Annual Available for Collection System Projects												\$0
15th St S Service Replacements.												\$0
Hall Avenue Sewer												\$0
McKinney from 19th to 21st street								\$84,000				\$84,000
Wisconsin from 15th to 18th								\$23,000				\$23,000
11th St. Thorton to Kansas								\$150,000				\$150,000
Denfeld								\$175,000				\$175,000
Sewer Main Lining												\$0
Lift Station SCADA												\$0
												\$0
												\$0
Other Scheduled Maintenance												\$0
												\$0
												\$0
Column Total	\$225,000	\$50,000	\$125,000	\$15,000	\$30,000	\$0	\$0	\$432,000	\$0			\$842,000

Electric Fund Budget

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
REVENUE					
Sales of Service	3,084,916	3,022,839	2,923,253	3,059,770	3,154,000
Miscellaneous	36,286	29,642	27,562	30,000	29,000
Administrative Services	14,400	14,400	14,400	14,400	14,400
Interdepartmental Charges	33,735	33,735	33,735	33,735	33,735
Refunds & Reimbursements	21,069	22,789	28,126	20,000	20,000
Conservation Rebates	9,048	31,484	21,576	15,000	10,000
Transmission Revenue	4,331	84,298	80,588	81,600	88,600
Dedicated Capacity Revenue	324,400	328,500	333,500	332,000	325,000
Generation Sales	8,408	5,685	6,476	6,000	6,000
Backup Power Agreement	<u>529,888</u>	<u>608,462</u>	<u>477,452</u>	<u>550,000</u>	<u>0</u>
TOTAL REVENUE	4,066,481	4,181,833	3,946,668	4,142,505	3,680,735
EXPENDITURES					
Power Production					
Gas and Oil	13,650	8,310	0	10,000	8,000
Operating Supplies	0	0	0	0	0
Equipment Repair & Maintenance	47,697	49,350	43,866	55,000	123,000
Building Repair & Maintenance	1,451	809	4,975	4,000	2,500
Management Fees-Power Production	17,344	17,690	18,045	18,406	18,774
MRES - Operation & Maintenance	23,580	25,632	19,971	28,000	23,000
Contracted Services	0	0	0	0	0
Utilities	39,563	34,629	36,534	35,000	36,000
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Power Production	143,286	136,420	123,391	150,406	211,274
Purchased Power					
Purchased Power	1,451,753	1,395,013	1,247,436	1,211,000	1,204,000
Wheeling	280,504	354,183	365,250	342,000	360,000
Backup Power Agreement Costs	<u>271,373</u>	<u>273,242</u>	<u>257,670</u>	<u>280,000</u>	<u>0</u>
Total Purchased Power	2,003,630	2,022,439	1,870,356	1,833,000	1,564,000
Transmission					
Maintenance of Trans Line	0	0	0	1,000	1,000
Management Fees - Transmission	17,344	17,690	18,045	18,406	18,774
MRES-Station & Maintenance	1,437	594	2,553	2,500	2,500
Other Contracted Services	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Transmission	18,781	18,284	20,597	21,906	22,274
Distribution					
MRES - Office Adder	32,165	33,267	33,858	33,000	30,000
Gas and Oil	6,169	5,367	5,710	5,000	6,000
Operating Supplies	15,198	15,710	19,939	15,000	18,000
Equipment Repair & Maintenance	19,523	17,329	25,638	19,000	27,000
Maintain System	42,260	26,001	23,992	38,000	27,500
Maintain Street Lights	7,525	9,833	40,726	8,000	15,000
Building Repair & Maintenance	5,250	4,793	4,257	15,000	30,000
Management Fees-Distribution	52,033	53,072	54,136	55,217	56,321
MRES - Clearing Account	0	0	0	0	0
MRES - Distribution	414,563	406,234	417,572	453,000	420,000
Other Contracted Services	18,803	1,368	6,342	10,000	8,000
Telephone	4,291	4,588	5,105	4,500	5,500
Travel Expense	7,675	9,266	8,874	8,000	9,000
Training	8,010	10,220	7,538	8,500	8,000
Electric Utilities	13,955	4,737	3,064	4,000	4,000
Heat	2,924	1,987	2,376	3,000	3,000
Miscellaneous	<u>52</u>	<u>0</u>	<u>0</u>	<u>1,000</u>	<u>1,000</u>
Total Distribution	650,396	603,773	659,127	680,217	668,321

Electric Fund Budget

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
Administration					
Salaries	89,100	91,844	95,048	98,000	100,500
Earned Benefits	1,885	2,688	(5,360)	1,800	2,500
Fringe Benefits	41,891	49,635	56,420	45,815	47,980
Office Supplies	17,327	16,290	19,206	15,000	20,000
Postage	962	1,764	1,811	1,500	1,800
Gas and Oil	63	41	0	200	200
Management Fees-Administration	78,049	79,607	81,199	82,825	84,482
MRES - Non Utility Charges	68,908	91,484	84,873	90,000	90,000
Contracted Services	6,162	4,380	21,705	7,000	7,000
Data Processing Services	18,341	22,288	26,547	24,000	26,000
Bill Print Services	13,833	13,623	13,493	14,000	14,000
Telephone	7,424	7,332	7,430	7,500	9,500
Travel Expense	1,422	1,521	543	2,000	2,000
Training	1,257	1,470	989	1,600	2,000
Marketing	9,224	7,047	7,565	8,000	8,000
Insurance	28,845	39,646	38,742	40,000	40,000
Depreciation	524,463	528,766	537,229	535,000	544,000
Miscellaneous	0	0	0	0	0
Bad Debts	11,468	15,486	15,794	12,000	15,000
Dues & Subscriptions	5,963	5,936	5,773	6,000	6,000
MRES - Load Management	11,929	7,126	8,589	10,000	8,000
Load Management/Conservation	<u>29,746</u>	<u>48,904</u>	<u>41,401</u>	<u>37,203</u>	<u>32,387</u>
Total Administration	968,263	1,036,877	1,058,993	1,039,443	1,061,349
Total Expenditures	3,784,355	3,817,793	3,732,464	3,724,971	3,527,218
OPERATING PROFIT/(LOSS)	282,126	364,040	214,204	417,534	153,517
OTHER INCOME & EXPENSE					
Interest Income	57,602	61,156	60,424	60,000	60,000
Unrealized Gain (Loss) on Investments	(1,292)	(8,120)	(12,294)	0	0
Interest Expense	(239,804)	(225,894)	(307,881)	(105,000)	(95,000)
Gain/Loss on Disposal of Assets	3,300	(2,397)	(24,756)	0	0
Sale of Property	0	6,550	35,200	0	0
NET INCOME/ (LOSS)	<u>101,932</u>	<u>195,335</u>	<u>(35,103)</u>	<u>372,534</u>	<u>118,517</u>
*** Sale of Service Breakdown ***					
Residential Lighting	1,311,556	1,292,690	1,243,841	1,335,150	1,400,000
Interruptible Service	82,255	73,785	71,846	71,400	95,000
Municipal Service	214,858	196,829	212,799	204,000	212,000
Commercial Lighting	364,311	349,463	338,491	357,000	357,000
Industrial Service	1,026,691	1,026,341	973,909	1,004,500	1,005,000
Street Lighting & Security Lights	<u>85,246</u>	<u>83,731</u>	<u>82,367</u>	<u>87,720</u>	<u>85,000</u>
Total Sales of Service	<u>3,084,916</u>	<u>3,022,839</u>	<u>2,923,253</u>	<u>3,059,770</u>	<u>3,154,000</u>

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Electric Department
 REVISED: 8/2018

Remember antifreeze

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
Power Plant / Line Garage												
Electric Van											\$50,000	\$50,000
Tuck point & paint Electric Shop		\$50,000										\$50,000
Replace Power Plant Roof					\$60,000							\$60,000
Equipment												\$0
Bobcat skid steer								\$50,000				\$50,000
#2 2009 Chevrolet 3/4 T Pickup 1700 Mi.	\$35,000											\$0
Panel Van 1999 Chevy 57000 Mi									\$55,000			\$55,000
#8 Small bucket truck 2007 Ford Super duty 6300 Mi												\$0
#10 48ft Bucket truck- 1995 Ford F-800/Hi Ranger 12800Mi						\$250,000						\$250,000
# Digger/Derrick- 2002 Freightliner/Versalift 8100 Mi					\$150,000							\$150,000
Boring machine- 2007 Ditch Witch 2020 300 Hr			\$160,000									\$160,000
Vac Potholer 2006 Ring-O-Matic 200 Hr				\$30,000								\$30,000
Chipper- 1992 Vermeer 935 550 Hr							\$40,000					\$40,000
Three Phase Trailer												\$0
Trencher									\$100,000			\$100,000
Tensioner- 1989 Sauber												\$0
Trailer for boring mach.- 2008 Felling												\$0
Single Phase Trailer												\$0
Utility Box	\$6,500											\$0
Man Lift	\$12,000								\$15,000			\$15,000

TEN YEAR CAPITAL IMPROVEMENT PLAN

DEPARTMENT: Electric Department
 REVISED: 8/2018

Remember antifreeze

DESCRIPTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
Distribution												\$0
Street Lights				\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$64,000
Groehler Court underground Switch			\$35,000									\$35,000
Residential Underground Conversion	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$300,000
Helipad OH to UG												\$0
Material Storage Area												\$0
3 Phase Meter Testing	\$8,000	\$8,000										\$8,000
Replace Pulse Initiators AMR's	\$10,000	\$10,000	\$10,000	\$10,000								\$30,000
Load Management for Businesses												\$0
Replace OH with UG/ system upgrades	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,500,000
												\$0
Other Schedule Maintenance												\$0
Christmas Lights												\$0
Meggar Testing—Generation	\$7,500		\$8,000									\$8,000
Relay & Load Tap Changers Maintenance	\$7,500		\$8,000									\$8,000
Column Total	\$266,500	\$248,000	\$401,000	\$228,000	\$398,000	\$438,000	\$228,000	\$238,000	\$358,000	\$188,000	\$238,000	\$2,963,000

Liquor Fund Budget

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
REVENUE					
SALES	1,105,460	1,106,681	1,086,322	1,085,000	1,115,000
COST OF SALES	<u>712,994</u>	<u>720,475</u>	<u>715,733</u>	<u>712,100</u>	<u>734,350</u>
GROSS PROFIT	392,466	386,205	370,589	372,900	380,650
OTHER REVENUE					
RENTAL INCOME	26,821	32,703	30,293	30,000	35,000
MACHINE COMMISSIONS	1,709	1,879	1,731	1,800	1,800
MISCELLANEOUS INCOME	<u>123</u>	<u>0</u>	<u>85</u>	<u>500</u>	<u>100</u>
TOTAL REVENUE	421,119	420,788	402,699	405,200	417,550
EXPENDITURES					
SALARIES	149,965	136,464	142,126	147,000	157,000
FRINGE BENEFITS	48,274	52,190	63,390	52,340	54,840
OFFICE SUPPLIES	447	882	428	500	750
OPERATING SUPPLIES	5,128	5,091	4,499	5,000	5,000
BUILDING MAINTENANCE & SUPPLIES	17,520	9,021	7,184	10,000	10,000
MANAGEMENT FEES	25,606	26,118	26,640	27,168	27,712
CONTRACTED SERVICES-CLEANING	9,792	11,406	10,615	12,000	12,000
TELEPHONE	1,331	1,462	1,461	1,500	1,000
TRAVEL EXPENSE	0	54	0	100	100
TRAINING & INSTRUCTION	30	74	430	500	500
FREIGHT ON LIQUOR	4,483	3,575	5,332	4,000	4,500
ADVERTISING	10,020	8,420	6,405	7,000	7,000
INSURANCE	18,341	21,696	21,240	22,000	22,000
UTILITIES	13,278	12,555	12,757	13,000	13,000
HEATING	1,043	1,197	1,005	1,400	1,500
DEPRECIATION	5,507	4,876	5,386	6,000	7,000
MISCELLANEOUS	13,526	4,937	5,792	5,700	6,350
CREDIT CARD DISCOUNT	13,476	12,800	14,429	14,000	17,000
BAD DEBTS	858	1,635	1,003	800	800
LAUNDRY	<u>1,313</u>	<u>1,180</u>	<u>1,174</u>	<u>1,200</u>	<u>1,200</u>
TOTAL EXPENDITURES	339,939	315,632	331,296	331,208	349,252
OPERATING PROFIT/(LOSS)	81,180	105,156	71,403	73,992	68,298
OTHER INCOME & EXPENSE					
INTEREST INCOME	108.48	227.66	1043.5	800	800
GAIN/LOSS ON DISPOSAL OF ASSETS	0	0	0	0	0
NET INCOME/ (LOSS)	81,289	105,384	72,446	74,792	69,098

	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2019 Budget
SALES ANALYSIS					
Off Sale Liquor & Wine Sales	358,755	366,207	360,134	360,000	375,000
Cost of Sales	<u>(246,510)</u>	<u>(255,653)</u>	<u>(251,642)</u>	<u>(249,400)</u>	<u>(259,800)</u>
Gross Profit	112,245 31.3%	110,554 30.2%	108,492 30.1%	110,600 30.7%	115,200 30.7%
Off Sale Beer Sales	533,809	532,127	543,232	520,000	550,000
Cost of Sales	<u>(392,160)</u>	<u>(392,555)</u>	<u>(399,072)</u>	<u>(382,200)</u>	<u>(404,250)</u>
Gross Profit	141,649 26.5%	139,572 26.2%	144,160 26.5%	137,800 26.5%	145,750 26.5%
On Sale Liquor & Wine Sales	74,320	68,332	58,296	70,000	60,000
Cost of Sales	<u>(13,484)</u>	<u>(11,677)</u>	<u>(9,603)</u>	<u>(12,600)</u>	<u>(11,000)</u>
Gross Profit	60,837 81.9%	56,655 82.9%	48,693 83.5%	57,400 82.0%	49,000 81.7%
On Sale Beer Sales	91,183	95,532	81,183	100,000	85,000
Cost of Sales	<u>(25,535)</u>	<u>(28,086)</u>	<u>(24,831)</u>	<u>(28,000)</u>	<u>(23,800)</u>
Gross Profit	65,648 72.0%	67,447 70.6%	56,352 69.4%	72,000 72.0%	61,200 72.0%
Miscellaneous Sales	47,391	44,482	43,477	45,000	45,000
Cost of Sales	<u>(35,305)</u>	<u>(32,504)</u>	<u>(30,571)</u>	<u>(35,500)</u>	<u>(35,500)</u>
Gross Profit	12,086 25.5%	11,978 26.9%	12,906 29.7%	9,500 21.1%	9,500 21.1%
Total Sales	1,105,460	1,106,681	1,086,322	1,095,000	1,115,000
Total Cost of Sales	<u>(712,994)</u>	<u>(720,475)</u>	<u>(715,719)</u>	<u>(707,700)</u>	<u>(734,350)</u>
Total Gross Profit	392,466 35.5%	386,205 34.9%	370,603 34.1%	387,300 35.4%	380,650 34.1%

Garbage Collection Fund

	Actual 2016	Actual 2017	Projected 2018	Budget 2019
Revenues				
Sale of Garbage Tags	2,725	4,022	3,675	4,500
Garbage Billings	164,070	163,242	162,555	165,000
Other Revenue	96	361	99	200
TOTAL REVENUES	166,892	167,625	166,329	169,700
EXPENDITURES				
Operating Supplies	1,576	1,621	1,071	1,500
Management Fees	9,014	9,194	9,384	9,572
Contracted Garbage Pickup	103,944	103,944	103,944	103,944
Refuse Disposal	46,493	43,382	44,510	45,000
City Wide Cleanup	13,326	0	0	0
Uncollectable Accounts	1,287	773	869	1,000
TOTAL EXPENDITURES	175,640	158,914	159,778	161,016
OPERATING PROFIT/(LOSS)	(8,749)	8,711	6,551	8,684
Interest Income	2,321	2,385	2,761	3,000
Transfer to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance	\$149,166	\$160,262	\$169,574	\$181,258

**RESOLUTION DESIGNATING AUTHORIZED REREPRESENTATION
(RESOLUTION NO. 2019-)**

WHEREAS, THE Governing body of the City of Benson, Minnesota has entered into an agreement to establish The **Missouri Basin Municipal Power Agency, d.b.a. Missouri River Energy Services (MRES)**, and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of MRES.

NOW, THEREFORE, BE IT RESOLVED that Rob Wolfington be and he is hereby authorized and appointed as the representative of the City of Benson, Minnesota, to represent the Municipal Utility in the business of MRES, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Terri Collins, is hereby authorized and appointed with equal powers.

**RESOLUTION DESIGNATING AUTHORIZED REREPRESENTATION
(RESOLUTION NO. 2019-)**

WHEREAS, THE Governing body of the City of Benson, Minnesota has entered into an agreement to establish The **Western Minnesota Municipal Power Agency (WMMPA)**, and as a member thereof is entitled to a representative who shall represent the Municipal Utility in the business of WMMPA.

NOW, THEREFORE, BE IT RESOLVED that Robert Wolfington be and is hereby authorized and appointed as the representative of the City of Benson, Minnesota, to represent the Municipal Utility in the business of WMMPA, with the powers, duties and responsibilities as provided in said agreement. The alternate representative, Terri Collins, is hereby authorized and appointed with equal powers.

Val Alsaker

From: Rob Wolfington
Sent: Tuesday, January 08, 2019 10:58 AM
To: Val Alsaker
Subject: Fwd: BCM membership materials
Attachments: BCM Membership Trifold Dig small.pdf; ATT00001.htm; BioEconomy Vision Dig small.pdf; ATT00002.htm; MN BIO members Small Dig.pdf; ATT00003.htm; BCM Membership Commitment Form 2018-19.pdf; ATT00004.htm

Add to agenda please
Sent from my iPhone

Begin forwarded message:

From: "Katelyn Bocklund" <kbocklund@gpisd.net>
To: "rob.wolfington@co.swift.mn.us" <rob.wolfington@co.swift.mn.us>
Cc: "Brendan Jordan" <bjordan@gpisd.net>
Subject: BCM membership materials

SWIFT COUNTY SECURITY NOTICE:

This email originated from an external sender. Use caution before clicking on any links or attachments.

Hi Rob,

Attached are the membership materials as promised! As I indicated on the phone yesterday, I would suggest your city consider joining at the \$2,500 or above levels. Membership funds help pay our lobbyist, which will be crucial in helping to win support for your project and for suggesting changes to the bioincentive this session. I've sent materials over to Amy at Brightmark as well. Let me know if you have any questions!



Katelyn Bocklund
Program Assistant

2801 21st Ave S, Suite 220
Minneapolis, MN 55407
w: 612-400-6287 | c: 218-209-5690

BETTERENERGY.ORG



Vision

We aim to make Minnesota well known worldwide as **THE PLACE** to build the bioeconomy, adding value to our forestry, agriculture, and organic waste resources. The Coalition will reinforce the bioeconomy as an essential part of the clean energy innovation sector that contributes to economic growth and environmental and public health benefits.

Achieving our Vision



Priorities:

- Convene all parts of Minnesota's bioeconomy
- Advocate for policies that help establish Minnesota as a world leader in the bioeconomy
- Educate policy makers on the benefits of scaling up the bioeconomy
- Coordinate research and development

What we do:

- **Increase funding** for the MN Bioincentive Program to support new commercial projects
- **Coordinate research and development** to spur creation of new technologies and new companies that can add value to Minnesota's resources
- **Convene all parts of Minnesota's bioeconomy** to improve networking, information sharing, and collaboration
- **Maintain an active presence** in policy and regulatory proceedings and educate decision-makers about member projects
- **Support** member efforts



Get in Touch

2801 21st Ave S., Suite 220
Minneapolis, MN 55407

Brendan Jordan, Vice President
(612) 278-7152
bjordan@gpisd.net

Katelyn Bocklund, Program Assistant
(612) 400-6287
kbocklund@gpisd.net

MNBIOECONOMY.ORG



**GREAT PLAINS
INSTITUTE**

Better Energy.
Better World.

Who We Are

When you join the Bioeconomy Coalition of Minnesota, you become part of a dedicated community working to make Minnesota well known worldwide as THE PLACE to build the bioeconomy. We add value to our forestry, agriculture, and organic waste resources. Our members create opportunities to advance their own cause and be part of a collective voice working to overcome barriers in the industry. Through unified action, we help ensure the bioeconomy is an essential part of the clean energy innovation sector.

Join Today!

“I value being a part of the Bioeconomy Coalition because it represents a strong range of expertise and experience that leads to innovative thinking and new solutions.”

—K. Fernholz,
Dovetail Partners



BIOECONOMY
COALITION OF MINNESOTA



WHY JOIN THE COALITION?

Influence: Be a part of a diverse group of stakeholders with a commitment to grow the bioeconomy to benefit the entire industry.

Collective Action: Move the needle toward an improved bioeconomy by overcoming barriers.

Networks: Grow your network and establish useful working relationships to help advance your projects.

Knowledge: Associate with key players in the industry through quarterly member meetings and committee work.

MEMBERSHIP LEVELS

- Industry Leader*
- Champion*
- Supporting Member*
- Small Business*
- Ally*

WHAT ELSE COMES WITH MEMBERSHIP?

Exclusive access and input

- Invitation to quarterly member meetings
- Invitation to serve on a committee

Recognition

- Company logo on mnbioeconomy.org website
- Social media mentions
- Featured in quarterly e-newsletter

Promotional opportunities

- Company profile in Bioeconomy Coalition of MN blog post
- Opportunity to submit company events on Bioeconomy Coalition of MN website event calendar (must relate to bioeconomy)
- Opportunity to submit topical blog posts on Bioeconomy Coalition of MN website
- Subscription to quarterly e-newsletter
- Option to upgrade membership at any time or request add-ons such as individualized government affairs assistance should your needs change

Membership add-ons

- Individualized government affairs assistance
- Meeting coordination

2018 Members




GREAT PLAINS INSTITUTE

Better Energy. Better World.

The Bioeconomy Coalition of Minnesota brings together everyone involved in the bioeconomy to collaborate and grow the industry along the entire value chain from research and development to production and use. It aims to make Minnesota THE PLACE to build the bioeconomy, adding value to our forestry, agriculture, and organic waste resources.

The bioeconomy is an essential part of the clean energy innovation sector that contributes to economic growth and environmental and public health benefits.



BIOECONOMY

COALITION OF MINNESOTA

2018-19 MEMBERSHIP COMMITMENT FORM

Company/Organization Name: _____

Name to Appear on Event Materials: _____

Mailing Address: _____

City, State and Zip Code: _____

Contact Name: _____

Phone: _____ E-mail: _____

Authorized Signature: _____

Membership Level

- Industry Leader - \$10,000
- Champion - \$5,000
- Supporting Member - \$2,500
- Small Business - \$500
- Ally- Free for One Year

Payment Method:

- Check Enclosed Send invoice
- Credit Card

Card Number: _____

Name on Card: _____

Expiration: _____

CVV: _____

Auth. Signature: _____

Great Plains Institute
2801 21st Ave S, Suite 220
Minneapolis, MN 55407

Brendan Jordan
bjordan@gpisd.net
(612) 278-7152

Thank you for your support!



**GREAT PLAINS
INSTITUTE**

Better Energy. Better World.

Facilitated by the Great Plains Institute, the Bioeconomy Coalition of Minnesota brings everyone involved in the bioeconomy together to collaborate and grow the industry, along the entire value chain from research and development to production and use. The Coalition aims to position Minnesota as a global leader in the bioeconomy by working together on a shared strategy.

2019 Benson High School Prom Afterbash

We, the parents of the Junior Class of Benson High School, would first like to say, **"Thank You"** for all of your past donations. This year the "Afterbash" party will be following the Junior-Senior Prom on April 27th, 2019 at the Benson Armory from 11:30 p.m. to 4:00 a.m. We want to provide them with an alcohol/drug free alternative that will make it a special and memorable evening. Your generous donation is what makes this event a success year after year.

To do this we are asking businesses, civic groups and organizations for their support. We fully realize how often one is asked for a donation, but as a committee of concerned parents, we feel that the Prom "Afterbash" is an important part of that evening.

We would appreciate any donations you could contribute in the form of cash, gift certificates, merchandise, tickets, or passes - any type of donation will be greatly appreciated. To aid in the budgeting and scheduling of games and entertainment for the Prom Afterbash, **we would appreciate receiving donations as soon as possible or by March 11th, 2019**, but will gratefully continue to accept donations until the week of Prom (Monday, April 22rd, 2019 to be included in the printed donation listing).

Checks should be made payable to "Prom Afterbash 2019".

Please mail or drop off your donation to:

Mail to: **Janel Tolifson**
595 Pacific Avenue
Benson, MN 56215

Drop off: **Zielsdorf Auction**
Dave or Janel Tolifson
Jason Connelly

If you would like me to pick up your donation, please call or text 320-760-7576

The members of the Benson High School Junior and Senior classes appreciate any donation you can give.

Thank you.

Parents of the Junior Class
Benson High School



Benson Area Chamber of Commerce

Phone: 320.843.3618

Email: info@bensonareachamber.com

www.bensonareachamber.com

1216 Atlantic Avenue

Benson, MN 56215

You are cordially invited to renew your membership
in the Benson Area Chamber of Commerce.

The Benson Area Chamber of Commerce has a long history of commitment to area businesses and in serving the local community. We would like to **thank you for your continued support** and invite you to join us as we look to the future with all its potential for business and personal growth. The Chamber of Commerce is committed to promoting and advertising Benson and your business.

Chamber Member Advantages

- Promotion of your business.
- Referrals to your business.
- Free listing on the Chamber web site with a link to your own.
- Opportunities to support and strengthen your entire community.
- Assist with promotion of the entire Benson area.
- Develop a healthy business environment.
- Support of existing and new events which draw people to our area.
- Tourism marketing.
- Display and distribution of your marketing materials if provided to us.
- Promote a "Shop Small, Shop Local" environment through the use of Benson Bucks, social media and other promotions.
- Highlighting your business online as well as in local media.

Benson Area Chamber of Commerce Board of Directors

Chamber Manager: Holly Erickson

President: Angela Nissen, Prairie 5/ Swift Cty. Food Shelf

Vice-President: Pam Rosenau, MVTV Wireless

Treasurer: Tom Traen, Glacial Plains

Director: Griffin Leitch, Anderson Larson Saunders Klaasen PLLP

Director: Jenna Schiller, Grace and Thorn Floral

Director: Jason Hausauer, CNH

Director: Rob Anfinson, Friends of the Library

Director: Stefanie Overlie, Coop Credit Union

Benson Area Chamber of Commerce Membership Dues Structure 2019

Individual	\$35
Family	\$50
Non-Profit Organizations	\$50
Independent/ Home Based Small Business (no employees)	\$80
Churches	\$125
Retail, Services, Lodging & Professional Schedule:	
1-5 employees	\$160
6 – 10 employees	\$240
11-25 employees	\$260
26- 50 employees	\$280
51- 100 employees	\$300

For 100+ employees add \$5 for each additional employee

***Maximum amount \$800**

Upcoming Plans for the Chamber 2019

Annual Meeting Friday, January 18, 2019:

Purpose: to bring together all the chamber members in a social setting. This meeting is an opportunity to bring forth new ideas, network, and elect new board members for the Benson Area Chamber of Commerce.

After Hours Mixers:

Purpose: to bring together business members and the community to socialize and connect. Please let us know what date your business would like to host a mixer.

3rd Annual Chili Cook Off – Saturday, March 23, 2019:

Purpose: to highlight Benson area businesses and what our city has to offer. The cook-off will also serve to raise funds for the Chamber to use for advertising our community and local businesses.

Fall Fling and Craft Fair Saturday, October 19, 2019:

Purpose: to promote and advertise for the annual Benson Craft Fair by sponsoring a special tabloid by the Swift County Monitor which is inserted in the local paper as well as delivered to the surrounding communities. The flyer highlights all events and specials around town to facilitate more traffic to our local business on that day.

Small Business Saturday, November 30, 2019:

Purpose: to promote “Shop Small, Shop Local” by involving businesses in the Shop Small free marketing promotion sponsored by American Express. Shop Small Saturday is the Saturday following Thanksgiving.

Holiday Stroll Sunday, November 25, 2019 and Holiday Punch Cards:

Purpose: to promote “Shop Small, Shop Local” in Benson for the holiday season.

2nd Annual – Battle of the Businesses Bowling Event:

Pick your team of 5 and join us for fun, bowling and prizes.

Annual Meeting Friday, January 17, 2020:

Purpose: to bring together all the chamber members in a social setting. This meeting is an opportunity to bring forth new ideas, network, and elect new board members for the Benson Area Chamber of Commerce.



Benson Area Chamber of Commerce

Phone: 320.843.3618
Email: info@bensonareachamber.com
www.bensonareachamber.com

1216 Atlantic Avenue
Benson, MN 56215

2019 Chamber Membership Application

Member/Business Name _____

Mailing
Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Website _____

Primary Contact/Job
Title/Email _____

Secondary Contact/Job
Title/Email _____

Membership Dues \$ _____

Make checks payable to: Benson Area Chamber of Commerce

Thank you for becoming a member of the Benson Area Chamber of Commerce! We look forward to working with you to create a thriving business environment in Benson!

Please email us information for your business that we can share on our website and facebook page to help promote your business.

Deadline for chamber membership is February 1, 2019

Make a copy for your records. Questions? Don't hesitate to contact the Chamber office 320-843-3618.



HOW THE PROCESS WORKS

Team Building

It sounds simple- but all too often this part is over-looked. In order to get the most out of the time, everyone needs to contribute. This happens when the team is on an even playing field and the formalities are left at the door.

Messy Logistic Brainstorming

There isn't a strategic plan that is worth a damn if the process is smooth. There are many variables to consider when implementing plans to create a future for your community.

Put the Plan into Action

We ensure that you are left with a plan that engages everyone. It is comprehensive and clear with deadline

THE END RESULT

1. A strategic economic plan, which
 - incorporates people, economic development, and quality of life factors
 - includes ownership of tasks and performance measures
 - includes a basic communications plan
 - includes a designed version for the public to view (info graphic)
2. A public that is focused on its future and how to adapt to a changing world



PO Box 39, Ardrossan, Alberta, T8E 2A1
587.335.0013 | info@13ways.ca

COMMUNITY BRANDING

Content is Fire - Marketing is Gasoline

13 WAYS
There's Always A Way

Branding

When rooted in logic and collaboration much of the subjectivity of branding design is removed. Our process involves the client at important stages of the brand development to ensure the finished product is representative of the client's needs. These checkpoints provide valuable information that informs the final product. From the point of client engagement, the first step that follows is research into the municipality and strategic plans, competition and category analysis and key differentiators. With this information, we develop out 2-3 moodboards/visual directions to gauge the client's aesthetic needs/wants. Once a visual direction has been agreed upon, the brand and identity development starts which is then presented and discussed with the client.



HOW THE PROCESS WORKS

Brand Research

Connecting with the mavens of your We will create a brand strategy and moodboards that will capture you community's identity.

Brand Application

From your website to social media. The brand of the community will be implemented succinctly and efficiently.

Marketing Recommendations

We ensure that you are left with a plan to implement that engages your community.

THE END RESULT

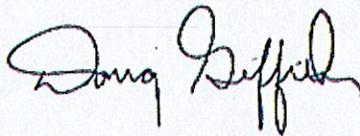
1. Brand Research & Strategy
2. Identity/Brand Development
3. Delivery of final logo files and identity standards
4. Advertising and Marketing material recommendations
5. Brand Application
6. Marketing Strategy Recommendations

13WAYS
There's Always A Way

PO Box 39, Ardrossan, Alberta, T8E 2A1
587.335.0013 | info@13ways.ca

Proposal: Community Economic Strategic Plan

Hope is not a strategy, goals are a strategy



Submitted to:

Rob Wolfington

CAO – Benson, MN

Submitted by:

Doug Griffiths

Chief Community Builder

13WAYS

There's Always A Way

Context:

So many communities focus only on the pillar of economic development. They invest their time and money in generating a strategic economic development plan focused on attracting businesses and industries to the area, believing that will lead to long-term prosperity and success. However, without people there are no businesses and industry, and without a quality of life there are no people. If any one of the three pillars is weak, the community crumbles. Every initiative to focus on long-term prosperity must encompass all three if it is to have a chance of success.

The world is changing faster and more drastically than at any other time in history. New technology and cultural shifts are causing massive disruptions in our communities. Those who are preparing for today are already behind. Communities need to prepare for what is coming at them tomorrow, if they hope to be successful over the long-term.

What Makes 13 Ways Unique?

If your focus is on getting a traditional report and strategy produced, we are not what you need. Those reports often look wonderful, but they sit on a shelf and don't get results. We believe community building is the most important job on Earth, because when communities are strong leadership is successful, businesses are prosperous, and families can take care of themselves and each other. Strong communities mean healthy families, and a good foundation for a strong nation.

We commit to a limited number of projects per year. In fact, we only take on clients who are willing to adapt, committed to success, and as ready to invest their time and energy to get there as are we. That allows me and my team to dedicate ourselves fully to helping you and your organization find your personal pathway to success. We are often more expensive than others who are happy to compile a report and leave. The difference with us is that what keeps you up at night, keeps me up at night. Like you, we are investing to get results.

Build a Strategic Community Economic Plan

13WAYS

There's Always A Way

Our strategic economic plans are different than those done by other consultants. A community does not become stronger and better only by creating jobs. Strong communities find success by being communities where people want to live because of the quality of life, not just because they are business centers. Success requires balance, and we never lose sight of that.

As well, we insist on incorporating elements of ownership, performance measures, and a communications strategy into the strategic economic plan. Too many other plans focus on the vision and goals, but they fail to consider how a community will get there. We make sure your plan, working closely with administration, what action needs to be taken, who is responsible for that action, and how you are going to measure results, all while keeping the public engaged along the way.

The end result-

- ✓ A strategic economic plan, which
 - incorporates people, economic development, and quality of life factors
 - includes ownership of tasks and performance measures
- ✓ A public that is focused on its future and how to adapt to a changing world
- ✓ Branded Strategic Plan report for the public*

Investment- \$25,000USD

-\$30,000USD if report write up is needed

Why it Works?

This works because it is a comprehensive approach that creates your unique path to success. You will understand what you have to offer that makes you different from other communities. You will have a plan that capitalizes on that uniqueness and moves you toward what you want your community to be in the future, along with a public that buys into that plan. You will have a new brand that unites the community, and will inspire others who connect with it. You will have a targeted marketing strategy designed to focus energy and resources on those families and businesses who will know who you are and will be interested in your community.

That is why it works. You get more than reports and generic plans. You get results.

13WAYS

There's Always A Way

These options are presented for your consideration. However, we do not believe one process or one strategy works for all communities. Each community is unique. That is why we believe in custom designing what your organization needs in conversations with you.

At 13 Ways we know when it comes to finding your own pathway to success . . . **There's Always A Way.**

Proposal: City of Benson Brand Identity

Submitted to:
Rob Wolfington
Benson MN

Submitted by:
Doug Griffiths
Chief Community Builder

Build and Implement Your Brand

Development Process

Our process involves the client at important stages of the brand development to ensure the finished product is representative of Benson's needs. These checkpoints provide valuable information that informs the final product. We develop out 2-3 moodboards/visual directions to gauge your aesthetic needs/wants. Once a visual direction has been agreed upon, the brand and identity development starts which is then presented and discussed with the various stake-holders.

The end result-

- 1. Inspiration (Mood boards/Visual Direction)**
- 2. Core Brand Elements**
 - a. Colour Palette**
 - b. Logo – Design, exclusion zones and colour variations**
 - c. Taglines/Slogans**
 - d. Typography**
 - e. Imagery**
 - f. Voice**
- 3. Print, Digital and Spatial Branding – How to use the City of Benson Brand Elements in Print, Digital and Interior/Exterior Spaces.**
- 4. Professional Documents and Signs – Business Cards, Letterhead, Building Signs, Vehicles etc.**
- 5. Website Template and Information transfer***

Investment- \$30000USD

*-\$35000*with website creation*

211 18th No.



PURCHASE AGREEMENT

Benson, Minnesota
_____, 2019

The City of Benson, Minnesota, a municipal corporation, herein referred to as "Buyer", hereby agrees to purchase from Joel Bailey and Beverly Bailey, husband and wife, herein referred to as "Seller", that real property located in the City of Benson, Swift County, Minnesota described as follows:

Lots Five (5) and Six (6), Block Fifty (50), Arthur Thornton Addition to the City of Benson, Swift County, Minnesota.

located at 211 18th St. N., Benson, County of Swift, State of Minnesota, all of which property Seller has this day sold to Buyer for the sum of Two Thousand One Hundred Twenty Four and 18/100 dollars (\$2,124.18) receipt of which is hereby acknowledged by Seller.

SUBJECT TO performance by Buyer, Seller agrees to execute and deliver to Buyer on the date of closing a General Warranty Deed, conveying marketable title to the premises subject to building and zoning laws, ordinances, State and Federal regulations, restrictions relating to use or improvement of the premises without effective forfeiture provision, reservation of any minerals or mineral rights to the State of Minnesota and utility and drainage easements.

REAL ESTATE TAXES - Buyer shall pay all real estate taxes and annual installments of special assessments, if any, due and payable in the year 2018 and all prior years. Real Estate Taxes and annual installments of special assessments, if any, due and payable in the year 2019, and thereafter shall be paid by Buyer. Seller makes no representation concerning the amount of future real estate taxes.

DATE OF CLOSING – The date of closing shall be January 18, 2019, unless otherwise agreed upon by the parties.

LEAD-BASED PAINT DISCLOSURE – Lead Warning Statement: *Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

_____ **Seller's Disclosure:** (Initial) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_____ **Purchaser's Acknowledgment:** (Initial) Purchaser waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

TITLE & EXAMINATION – Seller shall, within 10 days of execution of this agreement, furnish Buyer with any existing Abstract of Title for the above-described property. Buyer shall be allowed 10 business days after receipt of the abstract or thirty (30) days from the date of this agreement, whichever is earliest, for examination of title and making any objections, which shall be made in writing or deemed waived. If any objection is so made, Seller shall be allowed 120 days to make title marketable. Upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this agreement according to its terms. If title is not corrected within 120 days from the date of written objection, this agreement shall be null and void, at option of Buyer, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

DEFAULT – If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this agreement, and on such termination all payments made hereunder shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this agreement, provided this agreement is not terminated and action to enforce specific performance is commenced within six (6) months after such right of action arises. In the event Buyer defaults in his performance of the terms of the Agreement, and Notice of Cancellation is served upon the Buyer pursuant to MSA 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of MSA 559.21. If Buyer defaults in any of the agreements herein after closing, Seller may terminate this agreement and on such termination may retain all payments made by Seller and recover title to said property from Buyer. However, upon completion of the construction of the dwelling and receipt of the certificate of occupancy, the City of Benson shall execute and deliver to Buyer or his heirs, successors, or assigns, a release of the City's right to recover title to the premises from buyer for default. Said release shall be in a form suitable for filing in the office of the Swift County Recorder. Any costs incurred by Seller in enforcing the terms of this paragraph, including attorney fees, shall be paid by Buyer.

METHAMPHETAMINE DISCLOSURE STATEMENT – To the best of Seller's knowledge, methamphetamine production has not occurred on the property.

NOTICE REGARDING PREDATORY OFFENDER INFORMATION – Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

TIME OF ESSENCE – Time is of the essence for all provisions of this Purchase Agreement.

MINNESOTA LAW – This agreement shall be governed by the Laws of the State of Minnesota.

ACCEPTANCE – Buyer understands and agree that this sale is subject to acceptance by Seller in writing.

ADDITIONAL TERMS:

1. Buyer agrees to accept the property “as is” and Seller shall have no obligation whatsoever to make any alterations or improvements to the property, provided however, that nothing contained in this Agreement shall limit or waive the Buyer’s rights under any specific covenants, warranties or representations made by Seller under this Agreement.

2. Buyer shall remove any and all personal property from the premises by no later than April 30, 2019.

3. Buyer shall maintain liability insurance on the premises through April, 2019.

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

SELLER:

BUYER: CITY OF BENSON

Joel Bailey

By: _____
Its: _____

Beverly Bailey

By: _____
Its: _____

Address: _____

Address: 1410 Kansas Avenue
Benson, MN 56215

Telephone No. () _____

Telephone No. (320) 843-4775

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Justin Stelzer
313 10TH ST N
Benson, MN 56215
320-226-7058
alttreeservice@yahoo.com



City of Benson
1410 Kansas Ave
Benson, MN 56215

January 7, 2019

Dear council members,

This letter is to ask you to take into consideration an increase of the rate in our current contract. This request was prompted by an increase in operating costs.

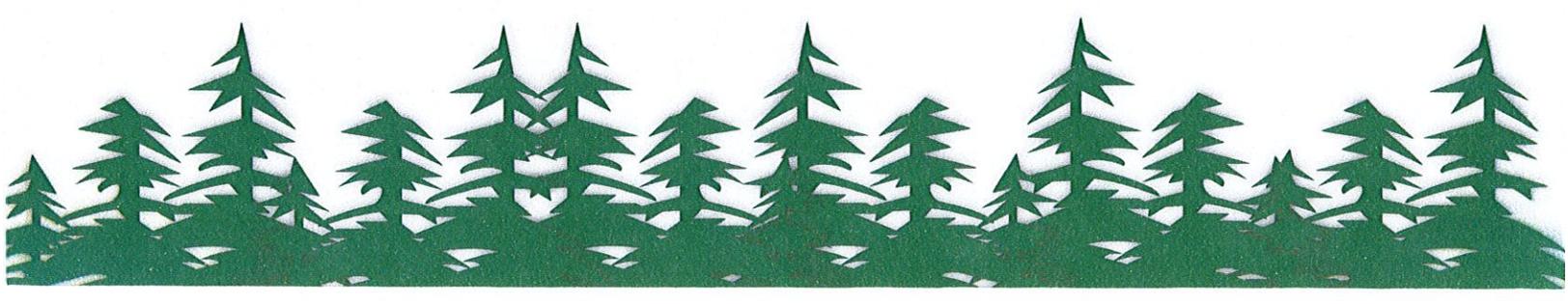
Please see the included bid sheets for the current rates and the proposed increase.

Thank you,

Justin Stelzer

Justin Stelzer
Owner-Operator

6-12-10



PROPOSAL/OFFER FORM

TO: City of Benson hereinafter called "Owner"

1. The undersigned, having examined the proposed specification titled:

Specifications and Tree Removal Agreement, Benson, Minnesota

and having visited the site and examined the conditions affecting the Work, hereby proposes/offers and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Tree Removal Agreement, for that portion of the Work identified as follows:

SCHEDULE OF PRICES

<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
A. Clear and Grub Trees	Inch Diameter	As needed	<u>23.00</u>	_____
B. Grub Only (stump removal)	Inch Diameter	As needed	<u>4.00</u>	_____
C. Prune Branches	Inch Diameter	As needed	<u>20.00</u>	_____
D. Emergency Maintenance (Include Equipment Cost)	Hourly Rate	As needed	<u>185.00</u>	_____

BIDDER/CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER/ CONTRACTOR IS SUBMITTING A PROPOSAL/OFFER TO ENTER INTO AN AGREEMENT WITH CITY FOR TREE REMOVAL SERVICES AND BY SUBMITTING SAID PROPOSAL/OFFER BIDDER/CONTRACTOR IS AGREEING TO BECOME A PARTY TO THE ABOVE TREE REMOVAL AGREEMENT UPON CITY ACCEPTING THE PROPOSAL/OFFER HEREIN AND BIDDER/CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS HEREIN.

Proposal/Offer dated this 1 day of May, 2018.

BIDDER:

A.L.T Tree Service
By Justin Stelzer
Title owner

The Tree Removal Services Proposal/Offer provided by the above-named Bidder/Contractor is hereby accepted by the City of Benson and is included in the terms and conditions of the Tree Removal Agreement set forth above. The Tree Removal Agreement comprises the entire agreement between Bidder/Contractor and City and supersedes any prior agreements pertaining to the subject matter contained herein.

Acknowledgement of Acceptance of Proposal/Offer and Tree Removal Agreement dated this 1 day of May, 2018.

BIDDER:

Alit Tree Service

By Justin Stelzer

Title owner

CITY OF BENSON

By _____

ATTEST:

Justin Stelzer

Title owner

ATTEST:

Title _____

PROPOSAL/OFFER FORM

TO: City of Benson hereinafter called "Owner"

1. The undersigned, having examined the proposed specification titled:

Specifications and Tree Removal Agreement, Benson, Minnesota

and having visited the site and examined the conditions affecting the Work, hereby proposes/offers and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Tree Removal Agreement, for that portion of the Work identified as follows:

SCHEDULE OF PRICES

<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
A. Clear and Grub Trees	Inch Diameter	5000 inches (225 trees)	<u>24.50</u>	_____
B. Grub Only (stump removal)	Inch Diameter	600 inches	<u>4.50</u>	_____
C. Prune Branches	Inch Diameter	300 inches	<u>20.00</u>	_____
D. Emergency Maintenance (Include Equipment Cost)	Hourly Rate	30 Hours	<u>200.00</u>	_____

BIDDER/CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER/ CONTRACTOR IS SUBMITTING A PROPOSAL/OFFER TO ENTER INTO AN AGREEMENT WITH CITY FOR TREE REMOVAL SERVICES AND BY SUBMITTING SAID PROPOSAL/OFFER BIDDER/CONTRACTOR IS AGREEING TO BECOME A PARTY TO THE ABOVE TREE REMOVAL AGREEMENT UPON CITY ACCEPTING THE PROPOSAL/OFFER HEREIN AND BIDDER/CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS HEREIN.

Proposal/Offer dated this 7th day of January, 2019.

BIDDER:

A.L.T. Tree Service

By Justin Stelzer

Title Owner

The Tree Removal Services Proposal/Offer provided by the above-named Bidder/Contractor is hereby accepted by the City of Benson and is included in the terms and conditions of the Tree Removal Agreement set forth above. The Tree Removal Agreement comprises the entire agreement between Bidder/Contractor and City and supersedes any prior agreements pertaining to the subject matter contained herein.

Proposed Increase

Acknowledgement of Acceptance of Proposal/Offer and Tree Removal Agreement dated this _____ day of _____, 20____.

BIDDER:

CITY OF BENSON

A.L.T. Tree Service

By _____

By Justin Stelzer

Title Owner

ATTEST:

ATTEST:

Justin Stelzer

Title Owner

Title _____

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
101.15500 2) PREPAID EXPENSES - INSURANCE	1) GENERAL FUND 2019 AIRPORT LIABILITY	2,252.00	LANGE ASSOCIATES	050657	M-12312018-049	58
101.39106 2) OTHER REVENUE	1) GENERAL FUND CREDIT CARD CHARGES	85.00	BANKCARD CENTER		D-12312018-050	409
101.41110.350 2) MAYOR & COUNCIL	1) GENERAL FUND 3) PRINTING & PUBLISHING TREE PICK UP	181.89	MONITOR & NEWS		D-12312018-050	329
101.41300.201 2) ADMINISTRATION & FINANCE	1) GENERAL FUND 3) OFFICE SUPPLIES PAPER TAPE GLOVES-DAN SOFTWARE & MDSE	9.99 9.99 9.99 9.99 129.77	BACKSTREET PRINTING BACKSTREET PRINTING RUNNING SUPPLY INC BANKCARD CENTER * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050	309 311 334 411
101.41300.201	1) GENERAL FUND					
101.41300.202 2) ADMINISTRATION & FINANCE	3) DUPLICATING & COPYING COPIER PAYMENT COPY PAPER COPIER MAINT	139.00 71.10 33.58 263.68	TOSHIBA FINANCIAL SERVIC WEST CENTRAL SALES LOFFLER COMPANIES-131511 * TOTAL	050654	D-12312018-050 D-12312018-050 M-12312018-049	195 387 55
101.41300.202	1) GENERAL FUND					
101.41300.207 2) ADMINISTRATION & FINANCE	3) SAFETY & DRUG TESTING ROLLS-SAFETY CLASS	25.20	BENSON BAKERY		D-12312018-050	307
101.41300.209 2) ADMINISTRATION & FINANCE	1) GENERAL FUND 3) GAS & OIL GAS	39.38	GLACIAL PLAINS COOPERATI		D-12312018-050	83
101.41300.310 2) ADMINISTRATION & FINANCE	1) GENERAL FUND 3) CONTRACTED SERVICES TECH SUPPORT SVC	360.00	SWIFT COUNTY		D-12312018-050	109
101.41300.315 2) ADMINISTRATION & FINANCE	1) GENERAL FUND 3) CONSULTING SERVICES LEGAL SERVICES	75.00	ABRAMS & SCHMIDT LLC		D-12312018-050	356
101.41300.321 2) ADMINISTRATION & FINANCE	1) GENERAL FUND 3) TELEPHONE LONG DISTANCE CHARGES MONTHLY PRI CHARGE CELL PHONE	165.38 480.47 111.88 757.73	CENTURYLINK CENTURYLINK VERIZON * TOTAL	050658	D-12312018-050 D-12312018-050 M-12312018-049	80 188 30
101.41300.321	1) GENERAL FUND					
101.41300.331 2) ADMINISTRATION & FINANCE	3) TRAVEL EXPENSE PLANNING COMM MEALS	82.18 108.15 190.33	INCIDENTAL FUND BANKCARD CENTER * TOTAL		D-12312018-050 D-12312018-050	358 410
101.41300.331	1) GENERAL FUND					
101.41300.433 2) ADMINISTRATION & FINANCE	3) DUES & SUBSCRIPTIONS WALL STREET JOURNAL SUB	273.93	WOLFINGTON/ROB		D-12312018-050	402
101.41940.235 2) CITY HALL	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL MATS LIGHTS, BALLAST PLATES, FORKS MATS SCREWS, PLYWOOD BILLING OFFICE GLASS DOORBELL CHIME	23.46 15.80 1.74 1.80 1,300.00 1,298.98 1,676.24	BENSON LAUNDRY-MAT HOUSE ZOSEL'S TRUE VALUE DAROLD'S SUPER VALUE BENSON LAUNDRY-MAT HOUSE A. F. BUILDING MATERIALS FRENCH GLASS & SPECIALTY BANKCARD CENTER * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050	60 60 60 60 60 60 412
101.41940.235	1) GENERAL FUND					

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
101.41940.310 2) CITY HALL	1) GENERAL FUND 3) CONTRACTED SERV - CLEANING CLEAN CITY HALL	160.00	SWIFT COUNTY DAC	D-12312018-050		242
101.41940.381 2) CITY HALL	1) GENERAL FUND 3) UTILITIES UTILITIES	788.92	MUNICIPAL UTILITIES	D-12312018-050		93
101.41940.383 2) CITY HALL	1) GENERAL FUND 3) HEATING COST UTILITIES	603.52	MUNICIPAL UTILITIES	D-12312018-050		94
101.41940.383	NATURAL GAS	146.88 750.37	CENTER POINT ENERGY * TOTAL	D-12312018-050		159
101.42100.201 2) POLICE DEPARTMENT	1) GENERAL FUND 3) OFFICE SUPPLIES OFFICE SUPPLIES SHREDDING DATA LABELS, PLANNER, ENVELOP	81.00 104.40 135.31 320.71	TOSHIBA FINANCIAL SERVIC SHRED IT USA BACKSTREET PRINTING * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050		186 250 312
101.42100.201 2) POLICE DEPARTMENT	1) GENERAL FUND 3) GAS & OIL GAS	1,166.11	GLACIAL PLAINS COOPERATI	D-12312018-050		84
101.42100.210 2) POLICE DEPARTMENT	1) GENERAL FUND 3) OPERATING SUPPLIES MONTHLY SCHEDULE SERVICE CABLE WATER/COOLER RENT CHAIR GARBAGE SERVICE	58.35 101.00 101.00 101.00 165.85	CALLBACK STAFFING SOLUTI CHARTER COMMUNICATIONS DRESSER WATER INC RUNNINGS SUPPLY INC MATTHEISEN DISPOSAL, INC * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-049		218 219 220 221 433
101.42100.211 2) POLICE DEPARTMENT	1) GENERAL FUND 3) FORTIFITURE EXPENDITURES TASERS	2,496.00	AXON ENTERPRISE, INC.	050645 M-12312018-049		45
101.42100.213 2) POLICE DEPARTMENT	1) GENERAL FUND 3) UNIFORM ALLOWANCE FLASHLIGHTS HOUSING OVERPAYMENT BOOTS, GLOVES, SHIRT	135.88 101.00 201.00 470.87	TREICHER'S TREICHER'S TREICHER'S * TOTAL	D-12312018-050 M-12312018-050 M-12312018-049		247 248 249
101.42100.213				050640		
101.42100.213				050640		
101.42100.219 2) POLICE DEPARTMENT	1) GENERAL FUND 3) INVESTIGATIONS PORTABLE RECORDING SYSTE TOWING TOWING POSTAGE TOWING TOWING VEHICLE STORAGE JENSEN-STORAGE	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 2,907.60	LAW ENFORCEMENT AUDIT & OUTSIDE BODY SHOP OUTSIDE BODY SHOP ANKARD CENTER OUTSIDE BODY SHOP OUTSIDE BODY SHOP JENSEN BODY SHOP * TOTAL	D-12312018-050 M-12312018-050 M-12312018-050 M-12312018-050 M-12312018-050 M-12312018-050 M-12312018-049		264 265 266 267 268 269 270 47
101.42100.219				050643		
101.42100.219				050646		
101.42100.219				050646		
101.42100.223 2) POLICE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIRS CONTRACTED VEHICLE REPAIRS	251.89	TOM'S SERVICE, INC	D-12312018-050		239
101.42100.235 2) POLICE DEPARTMENT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL MATS	62.69	BENSON LAUNDRY-MAT HOUSE	D-12312018-050		305
101.42100.240 2) POLICE DEPARTMENT	1) GENERAL FUND 3) SMALL TOOLS & EQUIPMENT COMPUTER	2,006.47	BANKCARD CENTER	D-12312018-050		413

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.42100.318 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DARE EXPENDITURES ERASERS, SPORTS PACK	130.02	CREATIVE PRODUCT SOURCIN		D-12312018-050	299
101.42100.321 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE VOICE SERVICES CELL PHONE CELL PHONE LOCAL PHONE CELL PHONE	64.94 1.06 1.88 1.00 1.88 858.84	CENTURYLINK OFFICE OF MN.IT SERVICES VERIZON CENTURYLINK VERIZON * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 M-12312018-049 M-12312018-049	197 226 237 379 40 44
101.42100.331 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TRAVEL EXPENSE VOID CHECK VOID CHECK REPLACE CK 48400/48676	33.93 307.77 341.70 0.00	CR GIRARD/SCOTT CR GIRARD/SCOTT GIRARD/SCOTT * TOTAL	048400 048676 050639	M-12312018-049 M-12312018-049 M-12312018-049	35 36 37
101.42100.332 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TRAINING & INSTRUCTION 2 REGISTRATIONS	750.00	BANKCARD CENTER		D-12312018-050	414
101.42100.381 2) POLICE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	357.65	MUNICIPAL UTILITIES		D-12312018-050	328
101.42100.383 2) POLICE DEPARTMENT	1) GENERAL FUND 3) HEATING NATURAL GAS	269.41	CENTER POINT ENERGY		D-12312018-050	391
101.42100.433 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DUES & SUBSCRIPTIONS FOP SUBSCRIPTIONS	210.00	BANKCARD CENTER		D-12312018-050	416
101.42100.439 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DOG POUND EXPENSES POUND BOARDING FC DOG TAGS	100.00 500.50 65.50	H & H VETERINARY SERVICE J. P. COOKE COMPANY * TOTAL	050647	D-12312018-050 M-12312018-049	362 48
101.42200.209 2) FIRE DEPARTMENT	1) GENERAL FUND 3) GAS & OIL DIESEL FUEL DIESEL	50.01 14.74 64.75	SCHRECK/MARK REUSS/JEFF * TOTAL		D-12312018-050 D-12312018-050	252 398
101.42200.210 2) FIRE DEPARTMENT	1) GENERAL FUND 3) OPERATING SUPPLIES ENVELOPE	1.75	BACKSTREET PRINTING		D-12312018-050	310
101.42200.221 2) FIRE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS TRANS-TUNE ELBOW	35.97 266.00 301.97	NORTHSIDE AUTO HEIMAN FIRE EQUIPMENT, I * TOTAL	050652	D-12312018-050 M-12312018-049	395 53
101.42200.310 2) FIRE DEPARTMENT	1) GENERAL FUND 3) CONTRACTED SERVICES CLEAN FIRE HALL	39.38	SWIFT COUNTY DAC		D-12312018-050	246
101.42200.381 2) FIRE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	865.82	MUNICIPAL UTILITIES		D-12312018-050	95
101.42200.383 2) FIRE DEPARTMENT	1) GENERAL FUND 3) HEATING COST NATURAL GAS	481.01	CENTER POINT ENERGY		D-12312018-050	160

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
101.42600.209 2)ENGINEERING DEPARTMENT	1)GENERAL FUND 3)GAS GAS FUEL	325.85 329.22 365.07	GLACIAL PLAINS COOPERATI BANKCARD CENTER * TOTAL	D-12312018-050 D-12312018-050		86 417
101.42600.209						
101.42600.321 2)ENGINEERING DEPARTMENT	1)GENERAL FUND 3)TELEPHONE CELL PHONE	50.94	VERIZON	050658	M-12312018-049	34
101.42600.331 2)ENGINEERING DEPARTMENT	1)GENERAL FUND 3)TRAVEL EXPENSE MILEAGE TO MORRIS	299.75	JACOBSON/MIKE		D-12312018-050	270
101.42600.332 2)ENGINEERING DEPARTMENT	1)GENERAL FUND 3)TRAINING & INSTRUCTION IBC SUBSCRIPTION	290.00	BANKCARD CENTER		D-12312018-050	418
101.43100.209 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)GAS & OIL GAS DIESEL OIL, FILTERS	1,662.36 321.99 1,239.99 1,817.66	GLACIAL PLAINS COOPERATI ASCHEMAN OIL AUTO VALU BENSON * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050		87 321 371
101.43100.209						
101.43100.210 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)OPERATING SUPPLIES WELDING GAS TOILET SEAT, BATTERY CABLE BUSHING EPOXY, CAP, ROD SWIVEL	353.73 379.30 14.00 309.00 44.20 452.20	AMERICAN WELDING & GAS I ZOSEL'S TRUE VALUE CHARTER COMMUNICATIONS RUNNINGS SUPPLY INC AUTO VALU BENSON NORTHSIDE AUTO * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050		196 327 394
101.43100.210						
101.43100.215 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SHOP SUPPLIES GASKET BOX AIR HOSE, AIR FRESHENER	41.98 28.96 70.96	ZOSEL'S TRUE VALUE RUNNINGS SUPPLY INC * TOTAL	D-12312018-050 D-12312018-050		229 337
101.43100.215						
101.43100.221 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)EQUIPMENT REPAIR PARTS SWITCH ASSEMBLY RESISTOR WIPER BLADES RELAY RELAY, COUPLERS	29.42 11.00 11.00 1.00 1.00 1.00 344.25	HUSTON & SONS TRUCK REPA HUSTON & SONS TRUCK REPA RUNNINGS SUPPLY INC AUTO VALU BENSON NORTHSIDE AUTO * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050		279 306
101.43100.221						
101.43100.227 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)STREET MAINTENANCE-CONTRACTU PORTABLE TOILET RENTAL	380.00	SLAUGHTERS PLUMBING & SE		D-12312018-050	353
101.43100.231 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SNOW REMOVAL CUTTING EDGES AIR/FUEL/OIL FILTERS PIN, GLOVES	3,160.00 67.99 19.88 3,247.74	POWER PLAN AUTO VALU BENSON NORTHSIDE AUTO * TOTAL	D-12312018-050 D-12312018-050		254 393
101.43100.231						
101.43100.235 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL FLOOR PLATE	54.32	LORENZ MFG.		D-12312018-050	266
101.43100.240 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SMALL TOOLS & EQUIPMENT VISE SET SCREWS	37.99 26.99 64.98	ZOSEL'S TRUE VALUE AUTO VALU BENSON * TOTAL	D-12312018-050 D-12312018-050		228 370
101.43100.240						

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
101.43100.381 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)UTILITIES UTILITIES	441.61	MUNICIPAL UTILITIES	D-12312018-050	96
101.43100.383 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)HEATING COST NATURAL GAS	798.59	CENTER POINT ENERGY	D-12312018-050	161
101.43100.386 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)STREET LIGHTING UTILITIES UTILITIES	7,840.20	MUNICIPAL UTILITIES	D-12312018-050	97
101.43100.438 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)LAUNDRY MATS & TOWELS	71.75 73.81 145.56	BENSON LAUNDRY-MAT HOUSE BENSON LAUNDRY-MAT HOUSE * TOTAL	D-12312018-050 D-12312018-050	62 303
101.45121.310 2)ORGANIZED RECREATION	1)GENERAL FUND 3)SENIOR CITIZEN PROGRAM MONTHLY CONTRIBUTION UCARE 12/10/18 A JOHNSON 12/13/18	700.00 25.00 50.00 775.00	SENIOR ADVOCACY CORPORAT SENIOR ADVOCACY CORPORAT SENIOR ADVOCACY CORPORAT * TOTAL	D-12312018-050 D-12312018-050 D-12312018-050	28 399 400
101.45124.321 2)SWIMMING POOL	1)GENERAL FUND 3)TELEPHONE LOCAL SERVICE	33.28	CENTURYLINK	D-12312018-050	178
101.45124.381 2)SWIMMING POOL	1)GENERAL FUND 3)UTILITIES UTILITIES	152.42	MUNICIPAL UTILITIES	D-12312018-050	98
101.45181.310 2)ARMORY	1)GENERAL FUND 3)CONTRACTED SERVICES CLEAN ARMORY	46.76	SWIFT COUNTY DAC	D-12312018-050	245
101.45181.321 2)ARMORY	1)GENERAL FUND 3)TELEPHONE LOCAL SERVICE	45.32	CENTURYLINK	D-12312018-050	179
101.45181.381 2)ARMORY	1)GENERAL FUND 3)UTILITIES UTILITIES	195.39	MUNICIPAL UTILITIES	D-12312018-050	99
101.45181.383 2)ARMORY	1)GENERAL FUND 3)HEATING COST NATURAL GAS	390.01	CENTER POINT ENERGY	D-12312018-050	163
101.45200.208 2)PARKS	1)GENERAL FUND 3)CHEMICALS & CHEM SUPPLIES WEED KILLER	2,024.25	MARC	D-12312018-050	382
101.45200.209 2)PARKS	1)GENERAL FUND 3)GAS & OIL GAS	232.30	GLACIAL PLAINS COOPERATI	D-12312018-050	88
101.45200.210 2)PARKS	1)GENERAL FUND 3)OPERATING SUPPLIES HELMET, ADAPTER STAND	194.15 9.99 204.14	RUNNINGS SUPPLY INC AUTO VALU BENSON * TOTAL	D-12312018-050 D-12312018-050	339 373
101.45200.211 2)PARKS	1)GENERAL FUND 3)LANDSCAPING MATERIALS CEDAR	36.70	A.F. BUILDING MATERIALS	D-12312018-050	322
101.45200.221 2)PARKS	1)GENERAL FUND 3)EQUIPMENT REPAIR PARTS DIRECTCONNECT SWITCH CHAINSAW REPAIR PARTS	77.48 91.55 355.34 524.37	AUTO VALU BENSON ERIC'S MOTORSPORTS JOHN DEERE FINANCIAL * TOTAL	D-12312018-050 D-12312018-050 M-12312018-049	369 383 49

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FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.45200.225 2) PARKS	1) GENERAL FUND 3) BEAUTIFY BENSON TEE SHIRTS FOR SALE 8 POTS	113.93 635.00 748.93	MONITOR & NEWS FLOWER BASKET NURSERY & * TOTAL	050649	D-12312018-050 M-12312018-049	331 50
101.45200.225	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL CLEAN CIVIC CENTER	127.88	SWIFT COUNTY DAC		D-12312018-050	243
101.45200.235 2) PARKS	1) GENERAL FUND 3) CONTRACTED SERVICE - OTHER PORTABLE TOILET RENTAL	1,360.00	SLAUGHTERS PLUMBING & SE		D-12312018-050	355
101.45200.311 2) PARKS	1) GENERAL FUND 3) TELEPHONE SPRINKLER CELL SERVICE	40.01	VERIZON	050658	M-12312018-049	33
101.45200.381 2) PARKS	1) GENERAL FUND 3) UTILITIES UTILITIES	549.26	MUNICIPAL UTILITIES		D-12312018-050	100
101.46500.343 2) TOURISM	1) GENERAL FUND 3) LODGING TAX EXPENDITURES WEB DOMAIN REG LOCATE VALVES	55.00 280.00 335.00	BACKSTREET MEDIA GROSSMAN & TRUMP INC * TOTAL	050655	D-12312018-050 M-12312018-049	350 56
101.49010.210 2) CEMETERY	1) GENERAL FUND 3) OPERATING SUPPLIES COLUMBARIUM AD	122.29	MONITOR & NEWS		D-12312018-050	330
101.49010.310 2) CEMETERY	1) GENERAL FUND 3) CONTRACTED SERVICES PORTABLE TOILET RENTAL CEMETERY CONSULTING	475.00 630.00 1,105.00	SLAUGHTERS PLUMBING & SE NELSON/ELLIOT * TOTAL	050651	D-12312018-050 M-12312018-049	354 52
101.49200.430 2) UNALLOCATED	1) GENERAL FUND 3) MISCELLANEOUS HAM	74.81	BENSON BOWLER		D-12312018-050	351
101.49800.310 2) PUBLIC TRANSIT	1) GENERAL FUND 3) CONTRACTED SERVICES OPERATING/CAPITAL SHARE	6,109.00	PRAIRIE FIVE RIDES	050650	M-12312018-049	51
101.49810.235 2) AIRPORT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL MATS DEC RENT SOAP TISSUE WATER/COOLER RENT	13.51 18.50 58.03 19.70 110.74	BENSON LAUNDRY-MAT HOUSE WEST ACRES WATER SYSTEMS WEST CENTRAL SALES DRIESSEN WATER INC * TOTAL	050653	D-12312018-050 D-12312018-050 D-12312018-050 M-12312018-049	61 348 386 54
101.49810.235	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL MATS DEC RENT SOAP TISSUE WATER/COOLER RENT	13.51 18.50 58.03 19.70 110.74	BENSON LAUNDRY-MAT HOUSE WEST ACRES WATER SYSTEMS WEST CENTRAL SALES DRIESSEN WATER INC * TOTAL	050653	D-12312018-050 D-12312018-050 D-12312018-050 M-12312018-049	61 348 386 54
101.49810.310 2) AIRPORT	1) GENERAL FUND 3) CONTRACTED SERVICES CLEAN AIRPORT	32.01	SWIFT COUNTY DAC		D-12312018-050	244
101.49810.321 2) AIRPORT	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	84.74	CENTURYLINK		D-12312018-050	183
101.49810.383 2) AIRPORT	1) GENERAL FUND 3) HEATING COST NATURAL GAS	157.11	CENTER POINT ENERGY		D-12312018-050	164
211.45500.201 2) LIBRARY	1) LIBRARY FUND 3) OFFICE SUPPLIES COPIER MAINT BAGS, JUICE, CUPCAKES	80.90 38.32 119.22	LOFFLER COMPANIES-131511 DOMAT'S FAMILY FOODS * TOTAL		D-12312018-050 D-12312018-050	223 290

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
211.45500.210 2)LIBRARY	1)LIBRARY FUND 3)OPERATING SUPPLIES SUPPLIES	20.55	BANKCARD CENTER		D-12312018-050	419
211.45500.235 2)LIBRARY	1)LIBRARY FUND 3)BUILDING MAINTENANCE & SUPPL MATS	40.47	BENSON LAUNDRY-MAT HOUSE		D-12312018-050	63
	AED	1,194.00	MN SAFETY COUNCIL		D-12312018-050	261
	SWITCH RELAY	161.00	HAWLEYS, INC		D-12312018-050	282
	MATS	40.47	BENSON LAUNDRY-MAT HOUSE		D-12312018-050	304
	TOWELS	34.00	WEST CENTRAL SALES		D-12312018-050	388
	TOWELS, SOAP	83.00	WEST CENTRAL SALES		D-12312018-050	389
211.45500.235		1,555.88	* TOTAL			
211.45500.321 2)LIBRARY	1)LIBRARY FUND 3)TELEPHONE LOCAL SERVICE	84.79	CENTURYLINK		D-12312018-050	184
211.45500.381 2)LIBRARY	1)LIBRARY FUND 3)UTILITIES UTILITIES	411.75	MUNICIPAL UTILITIES		D-12312018-050	101
211.45500.383 2)LIBRARY	1)LIBRARY FUND 3)HEATING COST UTILITIES	329.38	MUNICIPAL UTILITIES		D-12312018-050	102
228.46500.310 2)PROGRAM COSTS	1)SMALL CITIES GRANT FUND 2005 3)CONTRACTED SERVICES(DESCRIB) FRIDGE REBATE-RAZINK	750.00	HAWLEYS, INC.		D-12312018-050	281
401.39101 2)SALE OF PROPERTY	1)GENERAL CAPITAL OUTLAY FUND 2012 BROOM TRADE IN	1,773.45	CR MIDWEST MACHINERY CO		D-12312018-050	272
401.45200.501 2)PARKS	1)GENERAL CAPITAL OUTLAY FUND 3)CAPITAL OUTLAY BROOM	5,016.22	MIDWEST MACHINERY CO		D-12312018-050	271
509.47000.620 2)DEBT SERVICE	1)G.O. BONDS SERIES 2014A 3)BOND AGENT SERVICE FEES AGENT FEE	285.00	US BANK CORPORATE TRUST		D-12312018-050	404
515.46500.307 2)GENERAL	1)ECONOMIC DEV. AUTHORITY FUND 3)MANAGEMENT FEES MANAGEMENT FEE	8,111.00	GENERAL FUND	003775	M-12312018-049	102
515.46500.315 2)GENERAL	1)ECONOMIC DEV. AUTHORITY FUND 3)CONSULTING SERVICES LEGAL SERVICES	135.00	FLAHERTY & HOOD, P.A.		D-12312018-050	352
515.46500.331 2)GENERAL	1)ECONOMIC DEV. AUTHORITY FUND 3)TRAVEL EXPENSE MEALS	241.91	BANKCARD CENTER		D-12312018-050	420
515.46500.343 2)GENERAL	1)ECONOMIC DEV. AUTHORITY FUND 3)ADVERTISING VOID	0.00	BBI INTERNATIONAL INC	003776	M-12312018-049	104
515.46500.430 2)GENERAL	1)ECONOMIC DEV. AUTHORITY FUND 3)MISCELLANEOUS .125 BUSHEL LOSS	6,187.50	BENSON CORN POOL CORPORA	003774	M-12312018-049	101
601.49400.209 2)WATER DEPARTMENT	1)WATER FUND 3)GAS & OIL GAS	154.49	GLACIAL PLAINS COOPERATI		D-12312018-050	131
601.49400.210 2)WATER DEPARTMENT	1)WATER FUND 3)OPERATING SUPPLIES PIPE RACK MTL	57.20	LORENZ MFG.		D-12312018-050	265
	ICE CREAM FORKS	5.08	DAROLD'S SUPER VALUE		D-12312018-050	293
	PRESTON CAKE	39.99	BENSON BAKERY		D-12312018-050	308
	ADAPTER	8.34	ABNER SALES		D-12312018-050	320
	WATER CLASSIFIED	494.97	MONITOR & NEWS		D-12312018-050	332

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FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
601.49400.210 2)WATER DEPARTMENT	1)WATER FUND 3)OPERATING SUPPLIES BATTERY CYLINDER RENTAL WIEBOLD BACKGROUND	5.99 300.61 300.00 657.18	RUNNINGS SUPPLY INC AMERICAN WELDING & GAS I BUREAU OF CRIMINAL APPRE * TOTAL	038561	D-12312018-050 D-12312018-050 M-12312018-049	343 384 100
601.49400.235 2)WATER DEPARTMENT	1)WATER FUND 3)BUILDING MAINTENANCE & SUPPL CEMENT, ADAPTOR HEATER	8.28 126.88 25.27	RUNNINGS SUPPLY INC RUNNINGS SUPPLY INC * TOTAL		D-12312018-050 D-12312018-050	342 344
601.49400.307 2)WATER DEPARTMENT	1)WATER FUND 3)MANAGEMENT FEES MANAGEMENT FEE	3,410.00	GENERAL FUND	038559	M-12312018-049	89
601.49400.313 2)WATER DEPARTMENT	1)WATER FUND 3)CONTRACTED SERVICES COLIFORM TESTING COLIFORM TESTING	60.00 400.00 105.00	UTILITY CONSULTANTS INC RMB ENVIRONMENTAL LABORA * TOTAL	038558	D-12312018-050 M-12312018-049	403 88
601.49400.321 2)WATER DEPARTMENT	1)WATER FUND 3)TELEPHONE LOCAL SERVICE CELL PHONE-WATER	96.75 153.78 150.53	CENTURYLINK VERIZON * TOTAL	038560	D-12312018-050 M-12312018-049	208 17
601.49400.381 2)WATER DEPARTMENT	1)WATER FUND 3)UTILITIES UTILITIES	1,478.22	MUNICIPAL UTILITIES		D-12312018-050	141
601.49400.620 2)WATER DEPARTMENT	1)WATER FUND 3)BOND AGENT SERVICE FEES AGENT FEE	98.00	US BANK CORPORATE TRUST		D-12312018-050	405
602.16400 2)MACHINERY & EQUIPMENT-COLLEC	1)SEWER COLLECTION & DISPOSAL SALES TAX/REGISTRATION	5,056.94	FLEXIBLE PIPE TOOL COMPA		D-12312018-050	286
602.43250.208 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)CHEMICALS & CHEM SUPPLIES FERRIC CHLORIDE FITTINGS	1,942.38 3.12 1,945.50	HAWKINS, INC. ABNER SALES * TOTAL		D-12312018-050 D-12312018-050	274 319
602.43250.209 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)GAS & OIL GAS	94.53	GLACIAL PLAINS COOPERATI		D-12312018-050	132
602.43250.210 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)OPERATING SUPPLIES GASKET VAC TRUCK LEASE POSTAGE TOWELS VOID CHECK BOOT ALLOWANCE GARBAGE SERVICE	71.84 24.70 93.65 100.00 100.00 261.10 451.29	NORTHERN SAFETY CO.INC. INCIDENTAL FUND WEST CENTRAL SALES KARL BERG/ERIC KARL BERG/ERIC MATTHEW SEN DISPOSAL, INC * TOTAL	0388276 0388276 0388276	D-12312018-050 D-12312018-050 M-12312018-050 M-12312018-050 M-12312018-050 M-12312018-050	258 259 260 261 262 263 264 265 266
602.43250.217 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)LAB EQUIPMENT & SUPPLIES DRILL CLEANER ARMORALL, CLAMP, CPLG	199.00 155.49 37.73 392.22	ZOSEL'S TRUE VALUE MARC RUNNINGS SUPPLY INC * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050	232 260 341
602.43250.221 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIR PARTS JET TRUCK RADIO CITY OF BENSON DECALS ENGINE HEATER	766.61 50.52 710.72	WEST CENTRAL COMMUNICATI BACKSTREET MEDIA MIDWEST TRUCK & PARTS, I		D-12312018-050 D-12312018-050 D-12312018-050	236 340 348

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
602.43250.221	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) EQUIPMENT REPAIR PARTS PAN HEATERS	219.98 1,747.83	NORTHSIDE AUTO * TOTAL		D-12312018-050	397
602.43250.226	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) MAINTAIN SYSTEM CAMERA SEWER-HONEBRINK	1,621.25	GROSSMAN & TRUMP INC	038557	M-12312018-049	87
602.43250.235	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) BUILDING MAINTENANCE & SUPPL HEATER	19.99	RUNNINGS SUPPLY INC		D-12312018-050	340
602.43250.307	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) MANAGEMENT FEES MANAGEMENT FEE	4,426.00	GENERAL FUND	038559	M-12312018-049	90
602.43250.310	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) TESTING SERVICES CONTRACTED SAMPLE TESTING	982.87	UTILITY CONSULTANTS INC		D-12312018-050	238
602.43250.313	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) CONTRACTED SERVICES TRACTOR RENTAL	2,485.00	JOHN DEERE FINANCIAL	038553	M-12312018-049	82
602.43250.321	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) TELEPHONE PHONE EXT WORK CELL PHONE-SEWER	375.00 53.78 428.78	TELE SYSTEMS INC VERIZON * TOTAL	038560	D-12312018-050 M-12312018-049	241 18
602.43250.381	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) UTILITIES UTILITIES	3,578.49	MUNICIPAL UTILITIES		D-12312018-050	142
602.43250.383	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) HEATING COST NATURAL GAS	786.78	CENTER POINT ENERGY		D-12312018-050	191
602.43250.416	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) EQUIPMENT LEASE DOCUMENT/PROCESS FEE	500.00	BANK OF THE WEST	038555	M-12312018-049	85
602.43250.620	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL 3) BOND AGENT SERVICE FEES AGENT FEE	117.00	US BANK CORPORATE TRUST		D-12312018-050	406
604.14300	1) ELECTRIC FUND 2) INVENTORY CONTROL INVENTORY	93.24	BORDER STATES ELECTRIC S		D-12312018-050	368
604.16590	1) ELECTRIC FUND 2) CONSTRUCTION IN PROGRESS OH-UG PROJ OH-UG	280.00 974.61 1,254.61	LOEN ELECTRIC GOFF ELECTRIC, INC. * TOTAL		D-12312018-050 D-12312018-050	267 333
604.49610.221	1) ELECTRIC FUND 2) POWER PRODUCTION 3) MAINT OF GENRATN EQUIP PARTS FILTER ELEMENTS	2,178.15	ZIEGLER, INC.		D-12312018-050	234
604.49610.307	1) ELECTRIC FUND 2) POWER PRODUCTION 3) MANAGEMENT FEES-POWER PROD MANAGEMENT FEE	1,534.00	GENERAL FUND	038559	M-12312018-049	92
604.49610.381	1) ELECTRIC FUND 2) POWER PRODUCTION 3) UTILITIES UTILITIES	4,653.56	MUNICIPAL UTILITIES		D-12312018-050	143
604.49630.307	1) ELECTRIC FUND 2) TRANSMISSION 3) MANAGEMENT FEES MANAGEMENT FEE	1,534.00	GENERAL FUND	038559	M-12312018-049	93

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FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
604.49640.209 2) DISTRIBUTION	1) ELECTRIC FUND 3) FUEL EXPENSE-VEHICLES GAS	566.77	GLACIAL PLAINS COOPERATI		D-12312018-050	133
604.49640.210 2) DISTRIBUTION	1) ELECTRIC FUND 3) OPERATING SUPPLIES BATTERY GLOVES TISSUE PENS INK PENCILS VEST TOWELS CLEANER NON PROC DISPOSAL UPS CHGS POSTAGE MTL	455.99 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00	ZOSEL'S TRUE VALUE STUART'S TRUE VALUE DAROLD'S SUPPLY CO BACKSTREET SUPPLY AMARIL UNIFORM PRINTING RUNNINGS SUPPLY COMPANY SWIFT CO ENVIRONMENTAL S GROSSMAN DEPUTY REGISTR INCIDENTAL FUND BORDER STATES ELECTRIC S * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050 D-12312018-050	231 10 11 11 11 11 11 11 11 11 11 606 607
604.49640.221 2) DISTRIBUTION	1) ELECTRIC FUND 3) EQUIPMENT MAINTENANCE PARTS FILTERS CITY OF BENSON DECALS OVERPAYMENT	374.25 50.50 31.25 393.35	PRODUCTIVITY PLUS ACCOUN BACKSTREET MEDIA * JOHN DEERE FINANCIAL * TOTAL		D-12312018-050 D-12312018-050 M-12312018-049	255 327 83
604.49640.221				038553		
604.49640.223 2) DISTRIBUTION	1) ELECTRIC FUND 3) EQUIPMENT MAINTENANCE CONTR. TRUCK RADIO	767.91	WEST CENTRAL COMMUNICATI		D-12312018-050	401
604.49640.226 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINTENANCE OF OVERHEAD LINE CHUSTE, CUTOUT	525.32	BORDER STATES ELECTRIC S		D-12312018-050	363
604.49640.229 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINT OF METERS/AMR MTR SOCKET	642.83	BORDER STATES ELECTRIC S		D-12312018-050	365
604.49640.230 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINT OF STREET LIGHTING WIRE	183.18	BORDER STATES ELECTRIC S		D-12312018-050	364
604.49640.235 2) DISTRIBUTION	1) ELECTRIC FUND 3) BUILDING MAINTENANCE MATS & TOWELS GARAGE DOOR REPAIR LED	56.78 1,217.35 117.16 1,391.29	BENSON LAUNDRY-MAT HOUSE AMERICAN DOOR WORKS BORDER STATES ELECTRIC S * TOTAL		D-12312018-050 D-12312018-050 D-12312018-050	115 326 366
604.49640.235						
604.49640.307 2) DISTRIBUTION	1) ELECTRIC FUND 3) MANAGEMENT FEES-DISTRIBUTION MANAGEMENT FEE	4,601.00	GENERAL FUND		038559 M-12312018-049	94
604.49640.317 2) DISTRIBUTION	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES AIR PERMIT RENEWAL	174.00	DGR ENGINEERING		D-12312018-050	294
604.49640.321 2) DISTRIBUTION	1) ELECTRIC FUND 3) TELEPHONE INTERNET CELL PHONE-SURVEY	134.98 187.83 322.81	CHARTER COMMUNICATIONS VERIZON * TOTAL		D-12312018-050 M-12312018-049	297 20
604.49640.321				038560		
604.49640.381 2) DISTRIBUTION	1) ELECTRIC FUND 3) UTILITIES UTILITIES	310.16	MUNICIPAL UTILITIES		D-12312018-050	144
604.49640.383 2) DISTRIBUTION	1) ELECTRIC FUND 3) NATURAL GAS UTILITIES	413.28	MUNICIPAL UTILITIES		D-12312018-050	145

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
609.49750.254	1) LIQUOR FUND					
2) LIQUOR	3) OFF SALE MIX PURCHASES					
	ICE	117.02	ARCTIC GLACIER USA INC		D-12312018-050	112
	OFF SALE MIX	245.26	PEPSI		D-12312018-050	148
	MIX	519.50	VIKING COCA COLA BOTTLIN		D-12312018-050	155
		881.78	* TOTAL			
609.49750.254	1) LIQUOR FUND					
2) LIQUOR	3) ON SALE MISC PURCHASES					
	SUPPLIES	26.66	DAROLD'S SUPER VALUE		D-12312018-050	124
	PIZZAS	631.50	HARRYS FROZEN FOOD		D-12312018-050	125
	SNACKS	125.90	MONTE CANDY COMPANY		D-12312018-050	126
	PREMIX	350.00	VIKING COCA COLA BOTTLIN		D-12312018-050	127
	SNACKS	1,039.30	HENRY'S FOODS, INC.		D-12312018-050	128
	CLAMATO JUICE	360.00	DOMAT'S FAMILY FOODS		D-12312018-050	392
		2,533.36	* TOTAL			
609.49750.307	1) LIQUOR FUND					
2) LIQUOR	3) MANAGEMENT FEES					
	MANAGEMENT FEE	2,264.00	GENERAL FUND	024463	M-12312018-049	78
609.49750.321	1) LIQUOR FUND					
2) LIQUOR	3) TELEPHONE					
	LOCAL SERVICE	43.02	CENTURYLINK		D-12312018-050	128
609.49750.343	1) LIQUOR FUND					
2) LIQUOR	3) ADVERTISING					
	LIQUOR ADS	219.00	HEADWATERS MEDIA		D-12312018-050	137
	LIQUOR ADS	158.53	MONITOR & NEWS		D-12312018-050	138
	VOID	0.00	BENSON PUBLIC SCHOOL	024452	M-12312018-049	60
	VOID	0.00	BENSON PUBLIC SCHOOL	024453	M-12312018-049	61
	RENAISSANCE SUPPLIES	109.03	BENSON PUBLIC SCHOOL	024454	M-12312018-049	61
		486.56	* TOTAL			
609.49750.343	1) LIQUOR FUND					
2) LIQUOR	3) UTILITIES					
	UTILITIES	953.54	MUNICIPAL UTILITIES		D-12312018-050	146
609.49750.383	1) LIQUOR FUND					
2) LIQUOR	3) HEATING COST					
	UTILITIES	231.24	MUNICIPAL UTILITIES		D-12312018-050	147
609.49750.430	1) LIQUOR FUND					
2) LIQUOR	3) MISCELLANEOUS					
	CABLE SERVICE	171.07	CHARTER COMMUNICATIONS		D-12312018-050	118
609.49750.438	1) LIQUOR FUND					
2) LIQUOR	3) LAUNDRY					
	MATS, TOWELS, & MOPS	45.61	BENSON LAUNDRY-MAT HOUSE		D-12312018-050	114
	MATS	54.19	BENSON LAUNDRY-MAT HOUSE		D-12312018-050	306
		99.80	* TOTAL			
653.43240.307	1) GARBAGE COLLECTION FUND					
2) GARBAGE DISPOSAL	3) MANAGEMENT FEES					
	MANAGEMENT FEE	782.00	GENERAL FUND	038559	M-12312018-049	91
653.43240.310	1) GARBAGE COLLECTION FUND					
2) GARBAGE DISPOSAL	3) CONTRACTED SERVICES					
	GARBAGE CONTRACT	8,662.00	MATTHEISEN DISPOSAL, INC		D-12312018-050	7
653.43240.384	1) GARBAGE COLLECTION FUND					
2) GARBAGE DISPOSAL	3) REFUSE DISPOSAL					
	TIPPING FEES	3,554.40	SWIFT CO ENVIRONMENTAL S		D-12312018-050	154
	PRINTER DISPOSAL	10.00	SWIFT CO ENVIRONMENTAL S		D-12312018-050	346
		3,564.40	* TOTAL			
801.11655	1) REVOLVING LOAN FUND					
2) LOAN REC-GRACE & THORNS	GRACE & THORN LOAN	10,000.00	WILCOX TRUST ACCOUNT	050656	M-12312018-049	57

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	54,624.38
221	LIBRARY FUND	2,350.00
222	SMALL CITIES GRANT FUND 2005	2,750.00
401	GENERAL CAPITAL OUTLAY FUND	3,200.00
501	G.O. BONDS SERIES 2014A	1,000.00
509	ECONOMIC DEV. AUTHORITY FUND	14,000.00
601	WATER FUND	2,000.00
602	SEWER COLLECTION & DISPOSAL	2,000.00
603	ELECTRIC FUND	7,000.00
604	LICOR FUND	1,000.00
653	GARBAGE COLLECTION FUND	10,000.00
801	REVOLVING LOAN FUND	
TOTAL ALL FUNDS		242,075.72

BANK RECAP:

BANK	NAME	DISBURSEMENTS
GREN	GENERAL BANK CHECKING ACCT	71,423.62
LICR	LICOR FUND	73,420.88
NAVY	ENTERPRISE FUNDS	83,555.84
RUST	ECONOMIC DEV. AUTHORITY CHKN	14,675.41
TOTAL ALL BANKS		242,075.72

Disb. Validation Listing

101.41110.332	1) GENERAL FUND					
2) MAYOR & COUNCIL	3) TRAINING & INSTRUCTION LEADERSHIP CONF	225.00	LEAGUE OF MINN CITIES	D-01102019-051	279	
101.41110.367	1) GENERAL FUND					
2) MAYOR & COUNCIL	3) OTHER INS - PUBLIC OFF LIAB WORK COMP INSURANCE	61.00	LEAGUE OF MN CITIES INS	D-01102019-051	282	
101.41110.433	1) GENERAL FUND					
2) MAYOR & COUNCIL	3) DUES & SUBSCRIPTIONS	5,702.00	CGMC	D-01102019-051	280	
	2019 DUES	1,109.00	CGMC	D-01102019-051	281	
	2019 VOLUNTARY ASSESSMEN	6,811.00	* TOTAL			
101.41300.366	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) WORKERS COMPENSATION WORK COMP INSURANCE	1,622.00	LEAGUE OF MN CITIES INS	D-01102019-051	283	
101.41300.433	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) DUES & SUBSCRIPTIONS 12 MONTH SUBSCRIPTION	178.98	WEST CENTRAL TRIBUNE	D-01102019-051	236	
101.41940.235	1) GENERAL FUND					
2) CITY HALL	3) BUILDING MAINTENANCE & SUPPL 2019 MONITORING	192.00	HEARTLAND SECURITY SERVI	D-01102019-051	229	
101.41940.360	1) GENERAL FUND					
2) CITY HALL	3) INSURANCE WORK COMP INSURANCE	320.00	LEAGUE OF MN CITIES INS	D-01102019-051	284	
101.42100.310	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) CONTRACTED SERVICES-CLEANING POLICE DEPT 12/2-12/28	320.00	MCGEARY/THOMAS	D-01102019-051	210	
101.42100.366	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) WORKERS COMPENSATION WORK COMP INSURANCE	18,483.00	LEAGUE OF MN CITIES INS	D-01102019-051	285	
101.42100.433	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) DUES & SUBSCRIPTIONS					
	7 MEMBERSHIPS	210.00	APPLETON SPORTSMAN CLUB	D-01102019-051	233	
	2019 MEMBERSHIP	278.00	MN CHIEFS OF POLICE ASSN	D-01102019-051	234	
	2019 MEMBERSHIP	100.00	MID-STATES ORGANIZED CRI	D-01102019-051	235	
		588.00	* TOTAL			
101.42200.332	1) GENERAL FUND					
2) FIRE DEPARTMENT	3) TRAINING & INSTRUCTION 2019 MEMBER DUES	187.00	MSFDA	D-01102019-051	228	
101.42200.366	1) GENERAL FUND					
2) FIRE DEPARTMENT	3) WORKERS COMPENSATION WORK COMP INSURANCE	7,728.00	LEAGUE OF MN CITIES INS	D-01102019-051	286	
101.42200.433	1) GENERAL FUND					
2) FIRE DEPARTMENT	3) DUES & SUBSCRIPTIONS					
	2019 MEMBERSHIP	93.00	MN STATE FIRE CHIEFS ASS	D-01102019-051	270	
	2019 MEMBERSHIP	40.00	LAKE REGION FIRE FIGHTER	D-01102019-051	272	
	2019-2020 DUE	50.00	SWIFT COUNTY FIRE CHIEFS	D-01102019-051	273	
		183.00	* TOTAL			
101.43100.366	1) GENERAL FUND					
2) HIGHWAY STREETS & ROADS	3) WORKERS COMPENSATION WORK COMP INSURANCE	15,927.00	LEAGUE OF MN CITIES INS	D-01102019-051	288	
101.45124.360	1) GENERAL FUND					
2) SWIMMING POOL	3) INSURANCE WORK COMP INSURANCE	2,326.00	LEAGUE OF MN CITIES INS	D-01102019-051	287	
101.45200.366	1) GENERAL FUND					
2) PARKS	3) WORKERS COMPENSATION WORK COMP INSURANCE	3,800.00	LEAGUE OF MN CITIES INS	D-01102019-051	289	

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
101.49010.310 2)CEMETERY	1)GENERAL FUND 3)CONTRACTED SERVICES ANNUAL LICENSE	3,840.00	SITE INDUSTRIES LLC	D-01102019-051	278
101.49810.210 2)AIRPORT	1)GENERAL FUND 3)OPERATING SUPPLIES MCOA MEMBER DUE	150.00	MCOA	D-01102019-051	277
211.45500.235 2)LIBRARY	1)LIBRARY FUND 3)BUILDING MAINTENANCE & SUPPL				
	FEB-APR MONITOR -FIRE	83.85	HEARTLAND SECURITY SERVI	D-01102019-051	230
	2019 MONITORING	192.00	HEARTLAND SECURITY SERVI	D-01102019-051	231
		275.85	* TOTAL		
211.45500.310 2)LIBRARY	1)LIBRARY FUND 3)CONTRACTED SERV - CLEANING CLEAN LIBRARY	395.00	MCGEARY/THOMAS	D-01102019-051	26
401.42200.501 2)FIRE DEPARTMENT	1)GENERAL CAPITAL OUTLAY FUND 3)CAPITAL OUTLAY TURNOUT GEAR DRYER	9,149.00	ALEX AIR APPARATUS, INC	D-01102019-051	271
509.47000.601 2)DEBT SERVICE	1)G.O. BONDS SERIES 2014A 3)PRINCIPAL PAYMENTS				
	PRIN ON BONDS	55,000.00	US BANK TRUST NATIONAL A	D-01102019-051	301
	PRIN ON BONDS	45,000.00	US BANK TRUST NATIONAL A	D-01102019-051	302
		100,000.00	* TOTAL		
509.47000.611 2)DEBT SERVICE	1)G.O. BONDS SERIES 2014A 3)INTEREST ON BOND PAYMENTS				
	INT ON BONDS	4,855.00	US BANK TRUST NATIONAL A	D-01102019-051	299
	INT ON BONDS	630.00	US BANK TRUST NATIONAL A	D-01102019-051	300
		5,485.00	* TOTAL		
520.47000.611 2)DEBT SERVICE	1)G.O. CAPITAL IMP BONDS '17B 3)INTEREST ON BOND PAYMENTS				
	INT ON BONDS	12,537.50	US BANK TRUST NATIONAL A	D-01102019-051	298
521.47000.601 2)DEBT SERVICE	1)G.O. BONDS 2012A REFUNDING 3)PRINCIPAL PAYMENTS				
	PRIN ON BONDS	65,000.00	US BANK TRUST NATIONAL A	D-01102019-051	309
521.47000.611 2)DEBT SERVICE	1)G.O. BONDS 2012A REFUNDING 3)INTEREST ON BOND PAYMENTS				
	INT ON BONDS	2,441.25	US BANK TRUST NATIONAL A	D-01102019-051	307
601.15500 2)PREPAID EXPENSES - INSURANCE	1)WATER FUND WORK COMP INSURANCE	3,655.00	LEAGUE OF MN CITIES INS	D-01102019-051	290
601.22500 2)BONDS PAYABLE	1)WATER FUND PRIN ON BONDS				
	PRIN ON BONDS	30,000.00	US BANK TRUST NATIONAL A	D-01102019-051	294
		18,000.00	US BANK TRUST NATIONAL A	D-01102019-051	303
		48,000.00	* TOTAL		
601.49400.611 2)WATER DEPARTMENT	1)WATER FUND 3)INTEREST ON BOND PAYMENTS				
	INT ON BONDS	1,200.00	US BANK TRUST NATIONAL A	D-01102019-051	296
	INT ON BONDS	2,664.85	US BANK TRUST NATIONAL A	D-01102019-051	305
		3,864.85	* TOTAL		
602.22500 2)BONDS PAYABLE	1)SEWER COLLECTION & DISPOSAL PRIN ON BONDS				
	PRIN ON BONDS	45,000.00	US BANK TRUST NATIONAL A	D-01102019-051	295
		22,000.00	US BANK TRUST NATIONAL A	D-01102019-051	304
		67,000.00	* TOTAL		
602.43250.221 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIR PARTS ANNUAL SERVICE	1,584.00	OMNI SITE	D-01102019-051	275

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
602.43250.611	1) SEWER COLLECTION & DISPOSAL				
2) SEWAGE COLLECTION & DISPOSAL	3) INTEREST ON BOND PAYMENTS				
	INT ON BONDS	1,800.00	US BANK TRUST NATIONAL A	D-01102019-051	297
	INT ON BONDS	3,257.03	US BANK TRUST NATIONAL A	D-01102019-051	306
602.43250.611		5,057.03	* TOTAL		
604.22501	1) ELECTRIC FUND				
2) GO BONDS PAYABLE	PRIN ON BONDS	55,000.00	US BANK TRUST NATIONAL A	D-01102019-051	310
604.49640.332	1) ELECTRIC FUND				
2) DISTRIBUTION	3) EDUCATION/TRAINING				
	GOULET REGISTRATION	620.00	MN MUNICIPAL UTILITIES A	D-01102019-051	274
	CANNON/HIPPEN TRAINING	400.00	JOINT UTILITY TRAINING S	D-01102019-051	293
604.49640.332		1,020.00	* TOTAL		
604.49660.360	1) ELECTRIC FUND				
2) ADMINISTRATION AND GENERAL	3) INSURANCE				
	WORK COMP INSURANCE	433.00	LEAGUE OF MN CITIES INS	D-01102019-051	291
604.49660.611	1) ELECTRIC FUND				
2) ADMINISTRATION AND GENERAL	3) INTEREST EXPENSE				
	INT ON BONDS	2,073.75	US BANK TRUST NATIONAL A	D-01102019-051	308
609.15500	1) LIQUOR FUND				
2) PREPAID EXPENSES - INSURANCE	WORK COMP INSURANCE	4,020.00	LEAGUE OF MN CITIES INS	D-01102019-051	292
609.49750.235	1) LIQUOR FUND				
2) LIQUOR	3) BUILDING MAINTENANCE & SUPPL				
	2019 MONITORING	205.20	HEARTLAND SECURITY SERVI	D-01102019-051	232
609.49750.310	1) LIQUOR FUND				
2) LIQUOR	3) CONTRACTED SERVICES-CLEANING				
	LIQUOR STORE CLEANING	825.00	BENSON/KIMBERLY	D-01102019-051	4
609.49750.430	1) LIQUOR FUND				
2) LIQUOR	3) MISCELLANEOUS				
	LICENSE FEE	357.00	AMERICAN SOCIETY OF COMP	D-01102019-051	227

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	62,941.98
211	LIBRARY FUND	6,670.00
401	GENERAL CAPITAL OUTLAY FUND	1,149.00
503	G.O. BONDS SERIES 2014A	10,483.00
220	G.O. CAPITAL IMP BONDS 17B	1,537.00
221	G.O. BONDS 2012A REFUNDING	1,441.00
601	WATER FUND	7,519.00
602	SEWER COLLECTION & DISPOSAL	7,031.00
604	ELECTRIC FUND	5,325.75
609	LIQUOR FUND	5,407.20
TOTAL ALL FUNDS		451,320.41

BANK RECAP:

BANK	NAME	DISBURSEMENTS
GREN	GENERAL BANK CHECKING ACCT	258,225.58
LIOR	LIQUOR FUND	3,407.00
NAVY	ENTERPRISE FUNDS	187,687.63
TOTAL ALL BANKS		451,320.41