

**City Council Meeting Agenda
City Council Chambers
October 5, 2015**

Page		5:00 p.m. Tour Swift County HRA House	
	1.	5:30 p.m. Call the Meeting to Order at City Hall (Mayor)	
	2.	Pledge of Allegiance	
	3.	Persons with Unscheduled Business to Come Before the City Council (Mayor)	
	4.	Review the Consent Agenda: (Mayor)	
2		a. Minutes:	Action Requested
		▪ 9.21.15 City Council Minutes	
3		b. Correspondence:	Information Only
		▪ Swift County Benson Hospital Governing Board	
4-5		c. Applications:	Action Requested
		▪ Gambling Permit – Chippewa Valley Deer Hunters – Feb. 5, 2016	
6-7	5.	Open Burning Fire Calls	Action Requested
8-14	6.	Swift County-Benson Hospital Recovery	Information Only
15-30	7.	Charter Franchise Transfer Information & Resolution	Action Requested
	8.	Police Report	Information Only
31	9.	Public Works Report	Information Only
32-40	10.	MnDOT 2017 Construction Information	Information Only
41-43	11.	Small Cities Grant Survey	Information Only
	12.	Special City Council Meeting – Golf Course Project – Suggested Oct. 14	Action Requested
44	13.	Prairie 5 CAC – Reach Out For Warmth	Action Requested
45	14.	General Aviation Appreciation Month Proclamation	Action Requested
46-48	15.	Pay Request – Kue Contractors, Inc. - \$236,029.00	Action Requested
	16.	Adjourn: Mayor	

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
SEPTEMBER 21, 2015**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Jack Evenson, Mike Fugleberg, Sue Fitz & Stephanie Heinzig. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Director of Public Works Dan Gens, Terri Collins, Gary Landmark, Larry Smith and Dan & Mark Pillatzki.

The Council recited the Pledge of Allegiance.

Dan & Mark Pillatzki approached the Council with unscheduled business. Dan was sent an invoice for \$750 for a fire call after open burning on their property on August 29, 2015. Mark stated they were burning old lumber and items from their shed. He claimed the Police officer on the scene called the Fire Department off from the call. Their request is to waive the fire call charge. The Mayor asked Wolfington's opinion. He responded the fire was not in compliance with the recreational fire ordinance. After discussion Wolfington suggested there be a discussion with the Fire Chief on these situations and make a policy.

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

- September 8, 2015 City Council Minutes
- August 3, 2015 Planning Commission Minutes
- August 20, 2015 EDA Minutes

Wolfington shared with the Council there will be a MRES area meeting in Alexandria on October 29, 2015, and to please let Val know if anyone is interested in attending.

It was moved by Fugleberg, seconded by Heinzig and carried unanimously to approve a gambling permit for the Fraternal Order of Police at McKinney's on October 26, 2015.

It was moved by Evenson, seconded by Fitz and carried unanimously to approve support of the Benson Public Schools Renaissance Program in the amount of \$250 paid out of the Utility fund.

The Council reviewed the August Budget Report.

It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the bills and warrants in the amount of \$857,973.06.

The Mayor declared a recess at 5:46 p.m. in order to tour City projects.

The Mayor reconvened the meeting at 6:45 p.m.

There being no other business, a motion was made by Fugleberg, seconded by Evenson and carried unanimously to adjourn the meeting at 6:46 p.m.

Mayor

City Manager



1815 WISCONSIN AVENUE
 BENSON, MN 56215
 320.843.4232
 FAX 320.843.4172
 WEBSITE: WWW.SCBH.ORG

SWIFT COUNTY - BENSON HOSPITAL

September 30, 2015

Dear Mayor and Council Members,

As members of the Swift County-Benson Hospital Governing Board, we recognize that there is a great need in the Benson community for assisted living. However, we do not believe that the options proposed by the Summit Development Company will provide the best outcomes for our community. As a board, we are in support of the plan that has been proposed by the SCBH CEO, Kurt Waldbillig. Kurt has proposed a single campus facility, where assisted living and memory care are on the same campus as the hospital. The benefits of choosing this option are numerous. We believe this will provide better and more efficient care to the patients and residents. They will have more convenient access to healthcare, as there will be no need to arrange travel to and from a separate building. In the event of an emergency, the staff would be available at a moment's notice to respond.

This proposed option also provides a way for the hospital to remain sustainable. The income generated from providing assisted living and memory care, coupled with the ability to utilize staff more efficiently, would create a substantial amount of revenue for SCBH. The hospital's success is a critical component of providing for the overall healthcare needs of the Benson community.

Sincerely,

SCBH Governing Board

SCBH is an equal opportunity employer and provider.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Chippewa Valley Chapter of the MN. Deer Hunters Assoc. Previous Gambling Permit Number: X-05095

Minnesota Tax ID Number, if any: 4326991 Federal Employer ID Number (FEIN), if any: 41-1390958

Mailing Address: 625-7th Street North

City: Benson State: MN Zip: 56215 County: Swift

Name of Chief Executive Officer (CEO): Darin Staton

Daytime Phone: 320-760-3949 Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): McKinney's On Southside

Address (do not use P.O. box): 300-14th Street South

City or Township: Benson Zip: 56215 County: Swift

Date(s) of activity (for raffles, indicate the date of the drawing): February 5, 2016

Check each type of gambling activity that your organization will conduct:

Bingo* Paddlewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Darin Staton* Date: 9-28-15

(Signature must be CEO's signature; designee may not sign)

Print Name: DARIN STATON

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CHAPTER 96: FIRE PREVENTION

Section

96.01 Fuel oil tanks

96.02 Open burning

Cross-reference:

Motor vehicles impeding fire fighting as nuisances, see § 95.04

§ 96.01 FUEL OIL TANKS.

(A) *Installation of tanks.* No person shall connect, alter, or use any fuel oil tank in any building or structure in the city unless the tanks shall be equipped with proper overflow pipes, outlets, and vents such as shall conform to the Safety Code of the Fire Underwriters Laboratories. ('75 Code, § 11.401)

(B) *Filling of tanks.* No person shall fill any tank in any building not equipped as specified in subsection (A). ('75 Code, § 11.402)

Penalty, see § 10.99

§ 96.02 OPEN BURNING.

(A) *Open burning prohibited.* Except as otherwise permitted by this section, all open burning is prohibited within the geographical limits of the city.

(B) *Recreational fires and mobile cooking devices.* Recreational fires and mobile cooking devices are permitted in the city except as otherwise set forth herein.

(C) *Definitions.* For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MOBILE COOKING DEVICES. Devices such as manufactured hibachis, charcoal grills, wood smokers and propane gas devices and are not defined as recreational fires.

OPEN BURNING. A fire burning in matter, whether concentrated or dispersed, which is not contained within a fully enclosed firebox or structure from which the products of combustion are emitted directly to the open atmosphere without passing through a stack, screen, duct or chimney.

RECREATIONAL FIRE. A fire set with approved starter fuels no more than three feet in height, contained within a pit, portable fire pits, and portable fireplaces passing through a stack, screen,

duct or chimney. The use of a unit under an overhang is prohibited. A portable outdoor fireplace or fire pit must be located a safe distance from any structure. No portable outdoor fireplace or fire pit may be located on or beneath any balcony, stairway or similar outdoor projection. Only dry, clean wood; producing little detectable smoke, odor or soot; conducted with an adult tending the fire at all times; for recreational, ceremonial, food preparation or social purposes; extinguished completely before quitting the occasion; and respecting weather conditions, neighbors, burning bans, and air quality so that nuisance, health or safety hazards will not be created. If a county-wide fire ban is announced, no recreational fires are permitted.

STARTER FUELS. Dry, untreated, unpainted wood and kindling.

WOOD. Dry, clean fuel only such twigs, branches, limbs, "presto logs", charcoal, cord wood or untreated dimensional lumber. **WOOD** does not include wood that is green, leaves or needles, rotten, wet, oil soaked or treated with paint, glue or preservatives.

(D) *Recreational burning.* Recreational fires are permitted under the following conditions:

(1) Burning shall occur between 9:00 a.m. and 12:00 midnight during any day of the week.

(2) The fire shall not exceed three feet in diameter and a flame height of approximately three feet and shall be contained in a pit, portable fire pits, and portable fireplaces passing through a stack, screen, duct or chimney.

(3) Only natural firewood less than two feet in length may be burned. No burning of trash, leaves or brush is allowed.

(4) The use of flammable or combustible liquids is not permitted.

(5) The fire is constantly attended by a person knowledgeable in the use of fire-extinguishing equipment and that person supervises the fire until the fire has been totally extinguished.

(6) Fire-extinguishing equipment such as a fire extinguisher, buckets, shovels, or garden hoses, are readily available.

(7) Recreational fires must be conducted at a safe distance from any structure.

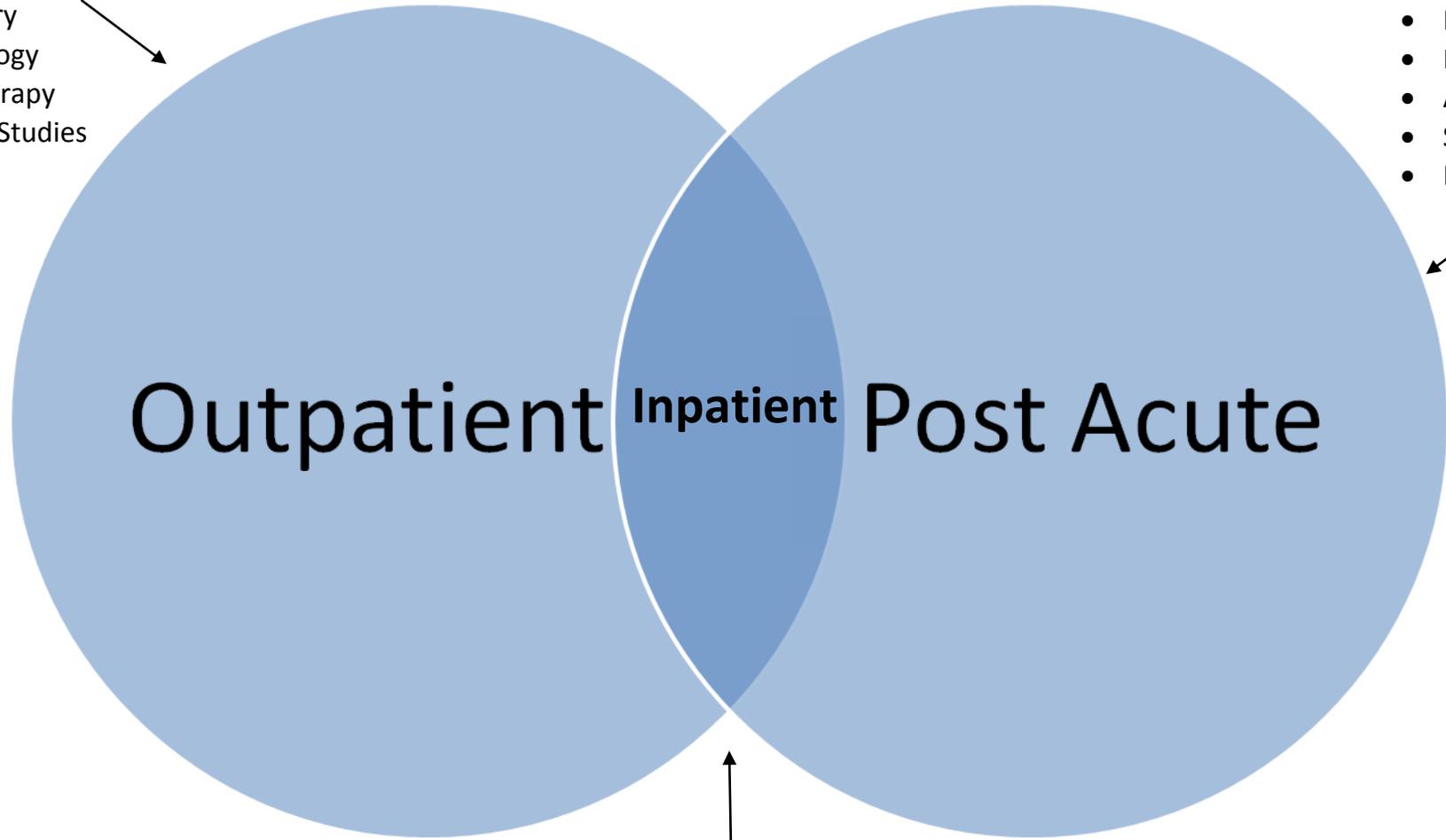
(8) Recreational fires are not permitted on commercial or industrial sites with construction activity.

(9) Police officers, fire officials or building official are authorized to require that a recreational fire be immediately extinguished if it is determined that the fire is not in compliance with the above rules, the smoke is offensive to neighbors or the burning is determined to constitute a hazardous condition.

(Ord. 1120.06, passed 6-12-06) Penalty, see § 10.99

- ASC
- Virtual Visits
- Specialists
- Lab
- Radiology
- Surgery
- Oncology
- IV Therapy
- Sleep Studies

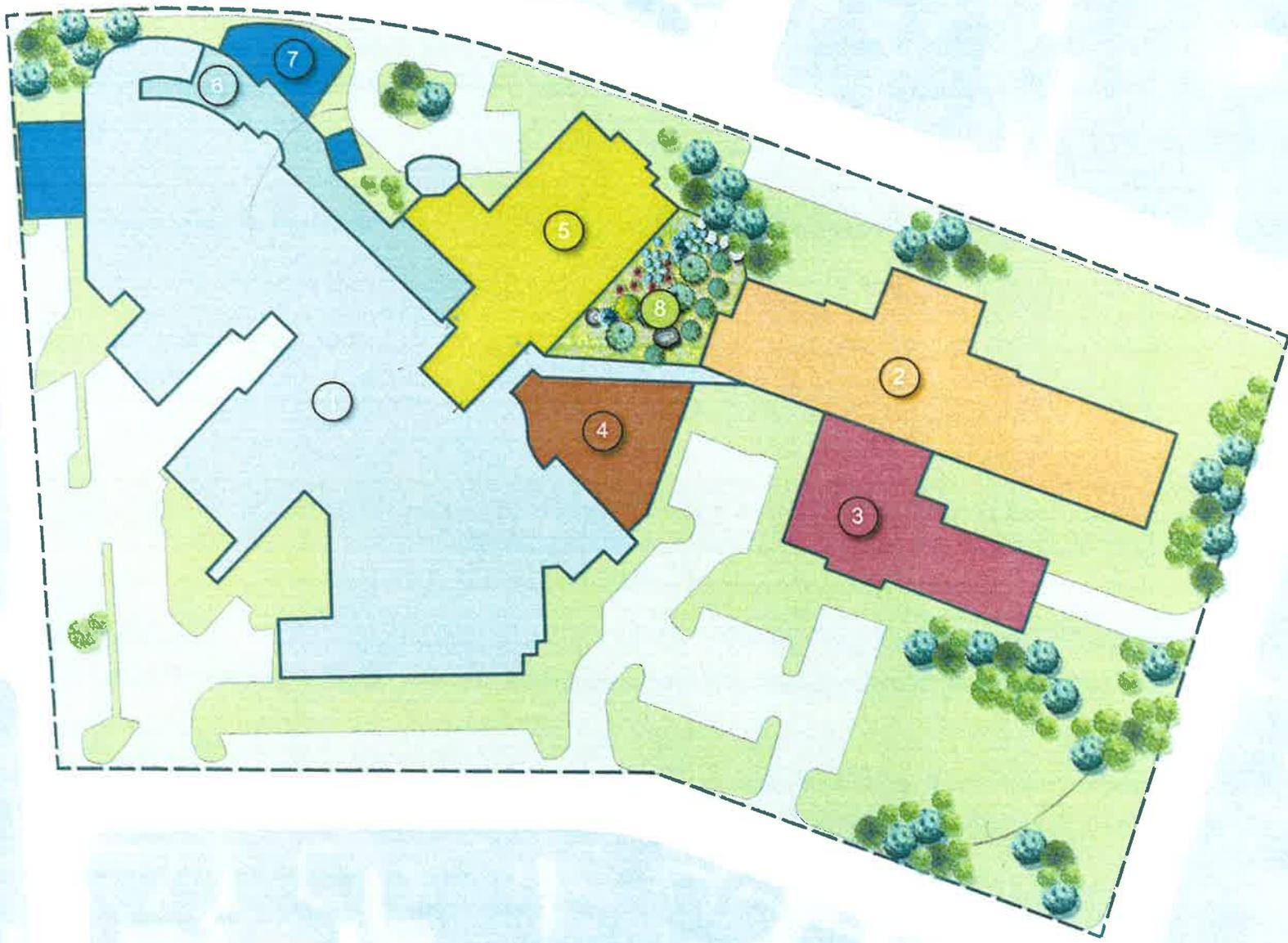
- Home Health
- Rehab
- Assisted Living
- Skilled Nursing
- Hospice



Higher Acuity



SWIFT COUN'
BENSON HOSP



- 1 EXISTING HO & CLINIC ARE
- 2 EXISTING ASE LIVING REFRI 5,000 SF APPROX COST \$
- 3 PROPOSED 2 ASSISTED LIV ADDITION 18,290 SF APPROX COST \$
- 4 BEHAVIORAL CLINIC ADDIT 7,829 SF APPROX COST \$
- 5 MEMORY CA/ 10,483 SF APPROX COST \$
- 6 PROPOSED H RENOVATION ONCOLOGY & NURSE'S STAT 2,920 SF APPROX COST \$
- 7 PROPOSED A GARAGE, INEY & 8-BED INPP ADDITION 4,600 SF APPROX COST \$
- 8 MEMORY CA 25,000 SF APPROX COST \$

SCBH addition, Scofield plus addition and Memory Care Unit**REVENUE**

Assisted Living 53 units	\$ 1,430,160
Memory Care 16 units	<u>751,488</u>
Total Revenue	2,181,648

See individual worksheets for detailed information regarding revenue and expenses

EXPENSES

Salaries and benefits	\$ 650,440
Elevator/Fire contracts	\$ 12,188
Interest Expense	\$ 161,729
Principal payments	\$ 185,484
Depreciation	\$ 210,000
Food costs	\$ 269,731
Software Program	\$ 8,280
Utilities	\$ 118,578
Insurance	\$ 10,430

Total expenses \$ 1,626,860

NET INCOME \$ 554,788

Hospital addition

SAVINGS

Reduction in FTE's	<u>\$ (173,763)</u>	reduce 2 RN FTE's
Total	\$ (173,763)	

EXPENSES

Addl Housekeeping sal & ben	\$ 17,250	.54 FTE @ \$16.59/hour, inclds benefits
Addl Maintenance sal & ben	\$ 14,066	.33 FTE @ \$20.20/hour, inclds benefits
Elevator/Fire contracts	\$ 4,188	Current contract
Interest Exp	\$ 37,711	Based on 20 year bond at 3.2%
Principal	\$ 36,369	
Depreciation	\$ 50,000	Depreciated over 20 years
Utilities	<u>\$ 8,778</u>	4389 sq ft x 2.00/sq ft

Total expenses \$ 168,362

TOTAL SAVINGS \$ (5,401)

Savings due to building redesign and ability to lower staffing levels

Memory Care

REVENUE

751,488 16 units @ \$3,914/month

Total Revenue 751,488

EXPENSES

Universal Workers sal & ben	\$ 295,058	8.4 FTE's @ \$16.89/hour
Housekeeping sal & ben	\$ 17,250	.54 FTE @ \$16.59/hour
Maintenance sal & ben	\$ 14,066	.33 FTE @ \$20.20/hour
Elevator/Fire contracts	\$ -	
Interest Exp	\$ 23,784	Based on 20 year bond at 3.2%
Principal	\$ 27,277	
Depreciation	\$ 37,500	Depreciated over 20 years
Food costs	\$ 62,546	3 meals/day
Software program	\$ 1,920	\$10.00 per resident per month
Utilities	\$ 30,000	15000 sq ft at 2.00 sq ft.

Total expenses \$ 509,401

NET INCOME \$ 242,087

Assisted Living - Scofield and additional Units

REVENUE

	\$ 1,366,008	47 assisted living w/avg rate \$2,422/month/unit
	\$ 64,152	6 independent living w/services base \$891/month
Total Revenue	<u>\$ 1,430,160</u>	

EXPENSES

RN salaries and benefits	\$ 43,433	.5 FTE @ \$41.77/hour, inclds benefits
LPN salaries and benefits	\$ 76,549	1.4 FTE's @ \$26.29/hour, inclds benefits
Universal Worker or HHA	\$ 315,215	4.2 FTE's @ \$17.04/hour, inclds benefits
Housekeeping sal & ben	\$ 17,250	.54 FTE @ \$16.59/hour, inclds benefits
Maintenance sal & ben	\$ 14,066	.33 FTE @ \$20.20/hour, inclds benefits
Elevator/Fire contracts	\$ 8,000	
Interest Exp	\$ 82,450	Based on 20 year bond at 3.2%
Principal	\$ 94,561	
Depreciation	\$ 130,000	Depreciated over 20 years
Food costs	\$ 207,185	3 meal/day
Utilities	\$ 79,800	Doubled current Scofield rates
Software program	\$ 6,360	\$10.00 per resident per month
Insurance	<u>\$ 10,430</u>	Doubled current Scofield rates

Total expenses \$ 650,102

NET INCOME \$ 780,058

Assisted Living - Scofield only

REVENUE

Base rate	\$ 331,452	31 units at base rate \$891
Services	<u>\$ 459,300</u>	25 units with assisted living services @ \$1,531/mo
Total Revenue	\$ 790,752	

EXPENSES

RN salaries and benefits	\$ 7,520	15 hours/month @ \$41.77/hour, inclds benefits
LPN salaries and benefits	\$ 27,342	.5 FTE's @ \$26.29/hour, inclds benefits
Universal Worker or HHA s&b	\$ 73,978	2.1 FTE's @ \$17.04/hour, inclds benefits
Housekeeping salaries & ben	\$ 17,250	.54 FTE @ \$16.59/hour, inclds benefits
Maintenance salaries & ben	\$ 14,066	.33 FTE @ \$20.20/hour, inclds benefits
Elevator/Fire contracts	\$ 2,700	Current contract
Food costs	\$ 121,184	3 meals/day
Utilities	\$ 39,900	Current annual Scofield utilities
Insurance	<u>\$ 5,215</u>	Current annual Scofield insurance
Total expenses	\$ 309,155	
NET INCOME	\$ 481,597	

Rob Wolfington

From: Hammer, Terri L. <terri.hammer@lawmoss.com>
Sent: Thursday, September 10, 2015 11:38 AM
To: Hammer, Terri L.
Cc: Grogan, Brian T.
Subject: Report and Resolutions - Charter 2015 Transfer
Attachments: Report - Charter 2015 Transfer.pdf; DOCS-#2940263-v1-Resolution_-_Charter_2015_Transfer.DOCX

SENT ON BEHALF OF BRIAN GROGAN

Your City is part of a group of Moss & Barnett clients that requested to participate in a joint review of the financial qualifications of New Charter. This email will provide you with Moss & Barnett's Report and related information.

REPORT

Attached please find Moss & Barnett's Report regarding Charter's FCC Form 394 – Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise for your review and consideration.

Also attached please find a proposed resolution in a WORD document which can be customized to meet your City's format for resolutions.

DEADLINE

As I previously mentioned, if your City plans to adopt the attached Resolution it should do so no later than October 29, 2015.

ADOPTED AND EXECUTED RESOLUTION

Please forward one executed original of the Resolution directly to Charter at the below address:

LeeAnn Herrera
Director Government Affairs
Charter Communications
16900 Cedar Avenue
Rosemount, MN 55068

Please also send a copy to my attention at the address below.

If you should have any questions regarding this matter, please feel free to contact me.

Thanks,

Brian

Brian T. Grogan

Attorney At Law

Moss & Barnett

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

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

www.LawMoss.com

INTRODUCTION

This report has been provided by Moss & Barnett, a Professional Association, for the express purpose of evaluating FCC Form 394 ("Form 394") - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application").

Moss & Barnett has been retained by a number of jurisdictions including the City (hereinafter collectively referred to as "City" or "Cities") to review the Application.

Pursuant to each jurisdiction's Franchise, this proposed transfer is prohibited without the written consent of the City. Federal law provides the City with a period of 120 days to examine the legal, technical and financial qualifications of the proposed transferee. The Cities have directed that this report shall focus solely on the financial qualifications of Charter Communications, Inc. as more fully described herein. In addition to local franchise requirements, the following provisions of Federal law and State law govern the actions of the City in acting on the request for approval of the proposed transfer.

FEDERAL LAW

The Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 ("Cable Act"), provides at Section 617 (47 U.S.C. § 537):

Sales of Cable Systems. A franchising authority shall, if the franchise requires franchising authority approval of a sale or transfer, have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Commission regulations and by the franchising authority. If the franchising authority fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the franchising authority agree to an extension of time.

Further, the Federal Communications Commission ("FCC") has promulgated regulations governing the sale of cable systems. Section 76.502 of the FCC's regulations (47 C.F.R. § 76.502) provides:

Time Limits Applicable to Franchise Authority Consideration of Transfer Applications.

(a) *A franchise authority shall have 120 days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the terms of the franchise agreement or applicable state or local law to act upon an application to sell, assign, or otherwise transfer controlling ownership of a cable system.*

(b) *A franchise authority that questions the accuracy of the information provided under paragraph (a) must notify the cable operator within 30 days of the filing of such information, or such information shall be deemed accepted, unless the cable operator has failed to provide any additional information reasonably requested by the franchise authority within 10 days of such request.*

(c) *If the franchise authority fails to act upon such transfer request within 120 days, such request shall be deemed granted unless the franchise authority and the requesting party otherwise agree to an extension of time.*

STATE LAW

Minnesota Statutes Section 238.083 provides:

Sale or Transfer of Franchise.

Subd. 1. Fundamental corporate change defined. *For purposes of this section, "fundamental corporate change" means the sale or transfer of a majority of a corporation's assets; merger, including a parent and its subsidiary corporation; consolidation; or creation of a subsidiary corporation.*

Subd. 2. Written approval of franchising authority. *A sale or transfer of a franchise, including a sale or transfer by means of a fundamental corporate change, requires the written approval of the franchising authority. The parties to the sale or transfer of a franchise shall make a written request to the franchising authority for its approval of the sale or transfer.*

Subd. 3. Repealed, 2004 c 261 art 7 s 29

Subd. 4. Approval or denial of transfer request. *The franchising authority shall approve or deny in writing the sale or transfer request. The approval must not be unreasonably withheld.*

Subd. 5. Repealed, 2004 c 261 art 7 s 29

Subd. 6. Transfer of stock; controlling interest defined. *Sale or transfer of stock in a corporation so as to create a new controlling interest in a cable communication system is subject to the requirements of this section.*

The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

FINANCIAL QUALIFICATIONS

I. SCOPE OF REVIEW

Charter Communications, Inc., a Delaware corporation (“Charter”), is the ultimate parent company of the current holder of the cable television franchises (hereinafter referred to as the “Franchise Agreement”) granted by the Cities (collectively referred to herein as the “City”). Under the Franchise Agreement, Charter, through its subsidiaries, operates cable television systems (the “System”) that provide cable services and other communication services in the City. Charter has requested the City’s approval of the proposed pro forma transfer of control of Charter to CCH I, LLC, a Delaware limited liability company (“New Charter”), as part of the acquisition by New Charter of the cable systems owned and operated by Bright House Networks, LLC (“BHN”) and Time Warner Cable Inc. (“TWC”).

At the request of the City, Moss & Barnett, PA has reviewed selected financial information that was provided by Charter and New Charter or publicly available to assess the financial qualifications of New Charter, as a new publicly traded entity, following completion of the proposed transfer of control and the acquisition of the TWC and BHN cable systems.

The financial information that was provided or available through other public sources and to which our review has been limited, consists solely of the following financial information (hereinafter referred to collectively as the “Financial Statements”):

1. FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” dated July 1, 2015, provided by Charter Communications, Inc. (the “Application”), along with such other exhibits as provided therewith;
2. Form 10-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on February 24, 2015, for the fiscal year ended December 31, 2014;
3. Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on March 31, 2015 that includes the Contribution Agreement dated March 31, 2015 by which Charter would acquire the BHN cable systems;
4. Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on May 23, 2015 that includes the Agreement and Plan of Mergers under which Charter will acquire the TWC cable systems;
5. Form 10-Q for Time Warner Cable Inc. filed with the Securities and Exchange Commission on July 30, 2015 for the fiscal quarter and six-month period ended June 30, 2015;
6. Form 10-Q for Charter Communications, Inc. filed with the Securities and Exchange Commission on August 4, 2015 for the fiscal quarter and six-month period ended June 30, 2015;
7. The audited financial statements of Charter Communications, Inc. and subsidiaries as of December 31, 2014 and 2013, including Consolidated Balance Sheets as of December 31, 2014 and 2013, Consolidated Statements of Operations, Cash Flows and Change

in Shareholders' Equity for the years ended December 31, 2014, 2013 and 2012, and the Independent Auditors' Report of KPMG LLP dated February 23, 2015;

8. The Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH I, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC and related transaction documents (the "Agreement and Plan of Mergers");

9. The Contribution Agreement dated March 31, 2015, as amended on May 23, 2015, by and among Advance/Newhouse Partnership; A/NPC Holdings LLC; CCH I, LLC; and Charter Communications Holdings, LLC (a subsidiary of Charter Communications, Inc.)(the "Contribution Agreement");

10. The Investment Agreement dated May 23, 2015 by and among Charter Communications, Inc., CCH I, LLC, and Liberty Broadband Corporation; and

11. Such other information as is publicly available.

Our procedure is limited to providing a summary of our analysis of the Financial Statements in order to facilitate the City's assessment of the financial capabilities of New Charter to control and operate the System in the City. We have not requested any additional financial information from Charter other than what is available publicly due to Federal securities regulations that restrict financial information disclosures by public companies.

II. OVERVIEW OF TRANSACTION

On March 31, 2015, Charter entered into a Contribution Agreement to acquire the BHN membership interests and cable business.¹ On May 23, 2015, this Contribution Agreement was amended to integrate the BHN transaction into Charter's acquisition of the TWC cable business.² Under the BHN transaction, the Charter acquisition price includes approximately \$2 billion in cash, \$2.5 billion of preferred Charter ownership that includes a 6% coupon return for its owners and upon completion of the transactions, approximately 34.3 million shares of New Charter common stock with an estimated value of approximately \$6 billion.³

On May 23, 2015, Charter entered into the Agreement and Plan of Mergers pursuant to which Charter agreed to acquire the cable assets of TWC through a series of merger transactions.⁴ Upon completion of the mergers, New Charter will become a new publicly traded entity and wholly own the TWC and Charter cable business systems.⁵ As a result of the merger, the TWC shareholders will receive cash in an amount between \$100 and \$115 per TWC common share and New Charter common stock, except for the TWC stock owned by Liberty Broadband

¹ Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on March 31, 2015 ("March Form 8-K") at p. 1.

² Form 8-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on May 23, 2015 ("May Form 8-K") at p. 1.

³ Form 10-Q for Charter Communications, Inc. filed with the Securities and Exchange Commission on August 4, 2015 for the fiscal quarter and six-month period ended June 30, 2015 ("Form 10-Q") at p. 5.

⁴ May Form 8-K at p. 1.

⁵ Form 10-Q at p. 4.

Corporation and Liberty Interactive Corporation whose TWC shares will be converted fully into New Charter stock.⁶ The aggregate enterprise value of TWC is projected to be approximately \$79 billion.⁷

As part of the above merger and acquisition transactions, Charter, the ultimately parent company of the holder of the System serving the City, will use its subsidiary, CCH I, LLC, as defined herein as New Charter to facilitate the transactions.⁸ Upon consummation of the transactions, Charter will merge with and into New Charter creating a pro forma change of control of the System serving the City for which Charter is seeking the City's approval.⁹

In order to complete the transactions, Charter will need a significant amount of cash. Charter estimates, at a minimum, that approximately \$30 billion of cash will be needed to complete the transactions as set forth above.¹⁰ Charter's sources of cash include (i) \$4.3 billion from Liberty Broadband Corporation through the issuance of New Charter stock, (ii) \$15.5 billion of senior secured notes, (iii) \$3.8 billion of senior secured bank loans, (iv) \$5.2 billion for incremental senior secured term loan facilities and unsecured notes, (v) \$1.7 billion from a revolving loan facility and (vi) commitments for an additional \$4.3 billion bridge loan facility, if necessary.¹¹ New Charter's \$15.5 billion senior secured notes mature starting in 2020 and ending in 2055 and bear interest between 3.579% and 6.834%.¹² In total the credit facilities, if fully extended, would provide almost \$35 billion of cash. In addition, as part of the transactions, New Charter will be assuming approximately \$23 billion of TWC debt, which is in addition to Charter's \$13.9 billion of long-term debt as of June 30, 2015.¹³

This transaction is subject to many conditions including federal regulatory approval, performance covenants, legal and tax opinions, and other requirements of the parties that are common for a transaction of this type and size.¹⁴ Both TWC and Charter are subject to termination fees of \$1 billion to \$2 billion upon the termination of the Agreement and Plan of Mergers under certain circumstances.¹⁵

As a result of the transactions described above, Charter's current shareholders, who include Liberty Broadband Corporation and Berkshire Hathaway, Inc., which own 25.74% and 5.53% of the Charter's Class A Common stock, respectively, will continue to own a majority of

⁶ Id.

⁷ Id.

⁸ FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" dated July 1, 2015, provided by Charter Communications, Inc. (the "Application") at Exhibit 1.

⁹ Id.

¹⁰ Form 10-Q at p. 25.

¹¹ Form 10-Q at p. 5.

¹² Charter Communications, Inc. Press Release – July 23, 2015.

¹³ Form 10-Q at p. 1 and Form 10-Q for Time Warner Cable Inc. filed with the Securities and Exchange Commission on July 30, 2015 for the fiscal quarter and six-month period ended June 30, 2015 at p. 22.

¹⁴ Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH I, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC at pp. 94 -97.

¹⁵ Id. at p. 100.

the outstanding equity interests of New Charter.¹⁶ BHN owners and the TWC shareholders will own a minority interest in New Charter after the transactions.¹⁷

The transactions are expected to close in late 2015.¹⁸

III. OVERVIEW OF CHARTER AND NEW CHARTER

At the current time, Charter Communications, Inc. provides full service communications and cable services, along with other video programming, Internet services, and voice services to residential and commercial customers in certain markets in the United States and is the 7th largest cable provider in the United States.¹⁹ Charter currently has over 4.2 million residential cable subscribers and operates in 28 states with over 23,500 employees.²⁰

New Charter was formed on June 9, 2003 as a Delaware limited liability company.²¹ After the transactions, New Charter will assume all of Charter's existing business and acquire the TWC and BHN communication businesses.²² After the transactions, it is projected that New Charter will be the 3rd largest cable provider in the United States.²³ New Charter's cable system will include approximately 17.3 million video customers located in 41 states in the United States.²⁴

Cable providers and telecommunication companies operate in a competitive environment and the financial performance of cable television operators, like New Charter, are subject to many factors, including, but not limited to, the general business conditions, programming costs, incumbent operators, digital broadcast satellite service, technology advancements, burdensome service contracts, and customer preferences, as well as competition from multiple sources, which provide and distribute programming, information, news, entertainment and other telecommunication services.²⁵ New Charter has no operating history as a stand-alone company. New Charter, as a result of the transaction, will be a highly leveraged company, which may reduce its ability to withstand prolonged adverse business conditions and there is no assurance that New Charter will be able to obtain financing in the future to cover its cash flow and debt financing needs.²⁶ The cable business is inherently capital intensive, requiring capital for the construction and maintenance of its communications systems. Each of these factors could have a significant financial impact on New Charter and its ability to continue to operate the System.

¹⁶ Application at Exhibit 3.

¹⁷ Id. at July 1, 2015 Cover Letter from Adam E. Falk, Senior Vice President, State Government Affairs, Charter Communications, Inc.

¹⁸ Press Release of Time Warner Cable Inc. dated May 26, 2015.

¹⁹ Application at Exhibit 9.

²⁰ Id.

²¹ Application at p. 3.

²² Form 10-Q at p. 4-5.

²³ Application at Exhibit 1.

²⁴ Id.

²⁵ Form 10-K for Charter Communications, Inc. filed with the Securities and Exchange Commission on February 24, 2015, for the fiscal year ended December 31, 2014 at pp. 19-25

²⁶ Form 10-Q at pp. 5, 8-9.

V. FINDINGS

As part of our review, we have analyzed the Financial Statements, including the historical financial statements of Charter. New Charter did not provide us with projected statements of cash flow and income or a balance sheet for the combined Charter/TWC/BHN operations. The historical audited financial statements do not include transaction costs and ongoing additional costs and synergies of the new New Charter operation, including the new debt and the assets and operations of TWC and BHN.

Since New Charter combined and projected financial statements are not available, we are reporting our Findings hereunder based upon Charter's historical information with some comments regarding certain known financial aspects of New Charter.

1. **Analysis of Financial Statements.** Federal law and FCC regulations provide franchising authorities, such as the City, with limited guidance concerning the evaluation of the financial qualifications of an applicant for a cable franchise. In evaluating the financial capabilities of a cable operator, we believe it is appropriate to consider the performance of an applicant based on the applicant's historical performance plus its projected or budgeted financial information along with its financial capabilities (financing). We believe a general review of the historical Charter financial information may provide some insight into the general financial operations of New Charter with respect to the Application, but we note that there are many unanswered questions regarding New Charter's operations going forward.

New Charter's operations will include both cable television video services and non-cable television services. According to Charter's financial statements, Charter's video service compromised approximately fifty percent (50%) of its revenue in 2014 and 2013.²⁷ The Charter financial information discussed below includes all of the Charter operations, including the non-cable television video services, but excludes TWC and BHN financial information. We have analyzed historical financial statements as of June 30, 2015 and December 31, 2014 and 2013 in providing the information in this Section. As described below, these financial statements do not reflect the post-merger fair value of New Charter's assets and liabilities, but rather, the assets and liabilities are presented based on Charter's historical information.

2. Specific Financial Statement Data and Analysis.

(a) **Assets.** Charter had (i) current assets of \$456 million, \$371 million, and \$322 million; (ii) working capital of a negative \$1,180 million, a negative \$1,264 million, and a negative \$1,145 million; and (iii) total assets of \$17,319 million, \$24,550 million, and \$17,295 million as of June 30, 2015 and December 31, 2014 and 2013, respectively.²⁸ Working capital, which is the excess of current assets over current liabilities, is a short-term analytical tool used to assess the ability of a particular entity to meet its current financial obligations in the ordinary course of business. The trend shows that Charter, as a stand-alone company, has significant negative working capital from December 31, 2013 to June 30, 2015, and suggests that Charter's cash flow may be

²⁷ Form 10-K at p. 46.

²⁸ Form 10-K at p. F-3 and Form 10-Q at p. 1.

unable to meet its current obligations.²⁹ Charter's current ratio (current assets divided by current liabilities) as of June 30, 2015, of 0.28:1 is well below a generally recognized standard of 1:1 for a sustainable business operation.³⁰ Charter's inflated total assets as of December 31, 2014 reflect restricted cash relating to a potential transaction with Comcast Corporation that has since been terminated.³¹

(b) **Liabilities and Net Equity.** Charter had (i) current liabilities of \$1,636 million, \$1,635 million and \$1,467 million; and (ii) deferred taxes of \$1,745 million, \$1,674 million and \$1,431 million; and (iii) long term debt of \$13,896 million, \$21,023 million and \$14,181 million as of June 30, 2015 and December 31, 2014 and 2013, respectively.³² Charter's long term debt as of December 31, 2014 reflects the credit facilities relating to a potential transaction with Comcast Corporation that has since been terminated.³³ New Charter's long-term debt after the transaction is estimated to be at or over \$65 billion which will have a significant impact on New Charter's balance sheet.³⁴ The specific interest rates of the new indebtedness vary and some of Charter's existing debt is subject to interest rates in excess of 8% per annum.³⁵ If New Charter's annual interest rate averages six percent (6%), New Charter's annual interest expense would be approximately \$4 billion (and this does not include the required principal payments under the debt facilities). This additional debt will require New Charter to generate additional cash flow, including through its operations, to fund its debt service. New Charter's initial debt leverage will likely be greater than 5.0 times its earnings before interest, taxes, depreciation and amortization, which is significantly higher than competitors Comcast and DirecTV, but in line with smaller operators including Cablevision, Suddenlink, and Mediacom.³⁶ In order to close these transactions, New Charter will be required to obtain certain levels of financing which, if not received, would terminate the above described transactions.

(c) **Income and Expense.** Charter reported (i) revenue of \$4,792 million and \$9,108 million; (ii) operating expenses of \$4,274 million and \$8,137 million; and (iii) operating income of \$518 million and \$971 million for the six-month period ending June 30, 2015 and the year ending December 31, 2014, respectively.³⁷ Charter posted overall net losses for both periods.³⁸ We note that Charter has a long history of reporting net losses and has remained an operating entity solely as a result of equity funding and financing.³⁹ There is no guaranty that the transactions will allow New Charter to fund its operations or make capital improvements on a going forward basis. The ability to generate cash is important for Charter due to its highly leveraged operations. As a result of the merger transactions, New Charter will likely incur significant non-recurring

²⁹ Id.

³⁰ Id.

³¹ Form 10-K at p. F-3.

³² Form 10-K at p. F-3 and Form 10-Q at p. 1.

³³ Form 10-K at p. F-3.

³⁴ Form 10-Q at p. 5 and Form 10-Q at p. 1.

³⁵ Form 10-K at p. F-17.

³⁶ Form 10-K at F-3, F-4.

³⁷ Form 10-K at p. F-4 and Form 10-Q at p. 2.

³⁸ Id.

³⁹ Form 10-K at p. 27.

expenses which may negatively affect New Charter's short-term income statement performance. In addition, as a result of the transaction, New Charter may be required to incur significant capital expenditures for the assimilation of its new business and customers along with additional programming costs to maintain its current programming in the future. We have not been provided with the estimated cost of the integration of TWC and BHN into New Charter or the benefit of the synergies of the acquisitions.

VI. SUMMARY

Using the FCC Form 394 to establish an absolute minimum standard of financial qualifications that a proposed applicant must demonstrate in order to be qualified as the successor operator of the System, Charter and New Charter have the burden of demonstrating to the City's satisfaction that New Charter has "sufficient net liquid assets on hand or available from committed resources" to consummate the transaction and operate the System, together with its newly acquired operations, for three (3) months. This minimum standard is not easy to apply to the newly merged highly leveraged company with significant transaction and ongoing service costs. In general, we have also considered the standard practice of lenders that requires borrowers to maintain certain debt covenants on new and outstanding debt, including certain cash flow requirements, financial ratios and adequate security, in order to make and maintain a loan. We note that if a borrower does not meet these lender requirements at inception, the loan would not be initially funded (and the proposed transaction would not be completed).

Based solely on Charter's financial information that we reviewed, Charter's public filings show that New Charter has receive funding and sufficient debt and equity commitments to consummate the Agreement and Plan of Mergers. Based on the foregoing and limited strictly to the financial information analyzed in conducting this review, we do not believe that Charter's request for transfer of control of the ownership of the System to New Charter can reasonably be denied based solely on a lack of financial qualifications of New Charter. This assumes that financing to consummate the transactions is obtained by New Charter so that New Charter will have the funds to acquire and operate the System for at least some initial period of time. The failure to obtain the financing would result in the termination of the Agreement and Plan of Mergers and proposed transfer of control. Due to the many uncertainties and lack of information regarding the proposed financing and future operations, there is not enough information that has been made available to review to make any conclusions regarding the financial qualification of New Charter's ability to own and operate the System after the acquisition and initial operating period.

In the event the City elects to proceed with approving the proposed transfer of control, the assessment of New Charter's financial qualifications should not be construed in any way to constitute an opinion as to the financial capability or stability of New Charter to (i) operate under the Franchise Agreement, (ii) operate its other operations, or (iii) successfully consummate the transactions as contemplated in the Agreement and Plan of Mergers. The sufficiency of the procedures used in making an assessment of New Charter's financial qualifications and its capability to operate the System is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures used either for the purpose for which this analysis of financial capabilities and qualifications was requested or for any other purpose.

Lastly, in order to ensure compliance with its obligations to operate the System, we recommend that the City maintain any performance bonds or corporate parent guaranty, if any, required under any City Franchise Agreement. If security funds are not required in the City Franchise Agreement, the City may wish to consider pursuing a corporate parent guaranty from New Charter in a form as set forth in Exhibit A or as otherwise mutually agreeable to New Charter and the City. If the City is interested in pursuing this option please contact Moss & Barnett to discuss the options that may be available to the City under its existing Franchise and applicable law.

RESOLUTION REGARDING THE PROPOSED TRANSACTION

Moss & Barnett has prepared a proposed Resolution approving the Transactions for the City's review and consideration - attached hereto as Exhibit B.

EXHIBIT A
CORPORATE PARENT GUARANTY

THIS AGREEMENT is made this _____ day of _____, 201__ (this "Agreement"), by and among CCH I, LLC, a Delaware limited liability company (the "Guarantor"), the City of _____, _____ ("Franchising Authority"), and _____, a _____ ("Company").

WITNESSETH

WHEREAS, on _____, 20__ the Franchising Authority adopted Ordinance No. _____ granting a Cable Television Franchise which is now held by _____ (the "Franchise"), pursuant to which the Franchising Authority has granted the rights to own, operate, and maintain a cable television system ("System"); and

WHEREAS, pursuant to the Agreement and Plan of Mergers dated May 23, 2015 by and among Time Warner Cable Inc.; Charter Communications, Inc.; CCH 1, LLC; Nina Corporation I, Inc.; Nina Company II, LLC; and Nina Company III, LLC (the "Agreement"), Charter Communications, Inc. will transfer control of the Company to the Guarantor and the Guarantor will acquire control of the Company as an indirect subsidiary of Guarantor as a result of Charter Communications, Inc. merger under the Agreement ("Change of Control"); and

WHEREAS, Company and Charter Communications, Inc. have requested the consent to the Change of Control in accordance with the requirements of Section ___ of the Franchise; and

WHEREAS, pursuant to Resolution No. _____, dated _____, 20__, Franchising Authority conditioned its consent to the Change of Control on the issuance by Guarantor of a corporate parent guaranty guaranteeing certain obligations of Company under the Franchise.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in consideration of the approval of the Change of Control, Guarantor hereby unconditionally and irrevocably agrees to provide all the financial resources necessary for the observance, fulfillment and performance of the obligations of the Company under the Franchise and also to be legally liable for performance of said obligations in case of default by or revocation or termination for default of the Franchise.

This Agreement, unless terminated, substituted, or canceled, as provided herein, shall remain in full force and effect for the duration of the term of the Franchise.

Upon substitution of another Guarantor reasonably satisfactory to the Franchising Authority, this Agreement may be terminated, substituted, or canceled upon thirty (30) days prior written notice from Guarantor to the Franchising Authority and the Company. Such termination shall not affect liability incurred or accrued under this Agreement prior to the effective date of such termination or cancellation.

**EXHIBIT B
RESOLUTION**

**APPROVING THE PROPOSED TRANSFER OF
THE CABLE FRANCHISE CURRENTLY HELD BY
CC VIII OPERATING, LLC D/B/A CHARTER COMMUNICATIONS
RESOLUTION NO. (2015-)**

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

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

WHEREAS, on May 23, 2015, Charter Communications, Inc. (“Charter Communications”), the ultimate parent company of Grantee, directly and indirectly, with its subsidiary CCH I, LLC (“New Charter”), entered into agreements with Advance/Newhouse Partnership and A/NPC Holdings LLC (collectively “A/N”), the ultimate parent company of Bright House Networks, LLC (“BHN”), Time Warner Cable Inc. (“TWC”), and Liberty Broadband Corporation (“Liberty”) (collectively “the Agreements”), the purpose of which are to effectuate the acquisition of BHN and merge with TWC (the “Transactions”); and

WHEREAS, Charter Communications will merge with and into New Charter, and all shares of Charter Communications will be converted into shares of New Charter, and New Charter will assume the Charter Communications name; and

WHEREAS, pursuant to the Agreements, A/N, TWC shareholders, and Liberty will acquire ownership interests in New Charter; and

WHEREAS, on or about July 1, 2015 the City received from Grantee, FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise (“Application”); and

WHEREAS, Federal law, and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before October 29, 2015; and

WHEREAS, Minnesota state law and the Franchise require the City’s advance written consent prior to the Grantee’s change in ownership; and

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

WHEREAS, the City has reviewed the proposed Transactions, and based on information provided by Grantee and information otherwise publicly available, the City has elected to approve the proposed Transactions subject to certain conditions as set forth herein.

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

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

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

Approved by the City of Benson, Minnesota this ___ day of _____, 2015.

ATTEST:

CITY OF BENSON, MINNESOTA

By: _____

By: _____

Its: _____

Its: _____

Public Works Report October 5, 2015

Electric:

- Helipad lighting has begun and will be complete before the end of the month.
- The guys will be tearing down all the overhead on the project from 19th to 22nd street. Olivia owes us some time and will be coming in to help. Should be complete and wrapped up for winter by mid-month latest.
- The project by the Golden Living Center is complete and hopefully by the time you read this all of the overhead has been torn down and everything is raked and seeded.
- Once the above listed projects are done the crew will move to street lights, tree trimming, a few small requested items and then Christmas Lights! Can you believe it!

Parks:

- Stan has been moved to the Benson hospital and it does not look like he will be coming back to work. I sure the guys will visit. Thanks Stan for your help.
- Gene will be leaving on vacation and Duane will be in and out with farming. I am helping when I can. Still a lot to get done.

Water:

- The water plant is now running at 22 hours. We are bumping it up as we can. If we can get to 30 hour safe run times we can start to use the reclaim tank again. It hasn't been use for over two years. Water quality is greatly improved.
- Lots of little projects to complete before winterizing begins.
- My nephew is going to do a volunteer internship with the City Water Dept. at the end of the month. He is attending St. Cloud Tech. for water/wastewater.

Wastewater:

- PeopleService has found a new operator that is scheduled to begin mid month.
- Shawn is doing well at improving routine maintenance.

Streets:

- Check out the new Street Garage, it's going up fast. Will be nice.
- Big ticket is getting Amundsen Concrete in here before it gets too late for asphalt. Will be a push I'm sure.
- The guys should have the helipad all to grade and ready by the time you read this. Just concrete after that.
- Many small projects to wrap up before they put the plows on. Gates, aprons, seeding, tree cutting, equipment wrap up, to name a small few. Let's hope Mother Nature is patient.

MINNESOTA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION PLAN FOR BITUMINOUS MILL AND OVERLAY AND ADA IMPROVEMENTS

LOCATED ON T.H. 29 FROM 400' SOUTH OF OAKWOOD AVE. TO CHIPPEWA RIVER
 LOCATED ON T.H. 9 FROM CHIPPEWA RIVER TO 600' NORTH OF CSAH 104
 LOCATED ON T.H. 12 FROM 18TH ST. S TO CSAH 25

STATE PROJ. NO. 7608-19 (TH 29)
 GROSS LENGTH 10106.29 FEET 1.914 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 10106.29 FEET 1.914 MILES
 REF. POINT 32+00.083 TO REF. POINT 34+00.668
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 29 (29N) ALIGNMENT

STATE PROJ. NO. 7602-17 (TH 9)
 GROSS LENGTH 3992.05 FEET 0.756 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 3992.05 FEET 0.756 MILES
 REF. POINT 36+00.618 TO REF. POINT 35+00.861
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 9 (9N12E) ALIGNMENT

STATE PROJ. NO. 7604-21 (TH 12)
 GROSS LENGTH 1852.54 FEET 0.351 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 1852.54 FEET 0.351 MILES
 REF. POINT 42+00.268 TO REF. POINT 42+00.633
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 12 (12W) ALIGNMENT

STATE PROJ. NO. 7605-90 (TH 12)
 GROSS LENGTH 4592.99 FEET 0.870 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 4592.99 FEET 0.870 MILES
 REF. POINT 42+00.860 TO REF. POINT 43+00.775
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 12 (9N12E) ALIGNMENT

STATE PROJ. NO. 7606-29 (TH 9)
 GROSS LENGTH 4691.78 FEET 0.889 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 4691.78 FEET 0.889 MILES
 REF. POINT 35+00.791 TO REF. POINT 34+00.964
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 9 (9E) ALIGNMENT

STATE PROJ. NO. 7607-32 (TH 29)
 GROSS LENGTH 3620.08 FEET 0.686 MILES
 BRIDGES-LENGTH FEET MILES
 EXCEPTIONS-LENGTH FEET MILES
 NET LENGTH 3620.08 FEET 0.686 MILES
 REF. POINT 32+00.083 TO REF. POINT 32+00.760
 NOTE: LENGTH AND DESCRIPTION BASED ON THE T.H. 29 (29S12E) ALIGNMENT

STATION EQUATIONS:

T.H. 9 (9N12E) STA. 471+98.15 (BACK) =
 T.H. 12 (9N12E) STA. 123+90.81 (AHEAD)
 T.H. 9 (9E) STA. 74+96.68 (BACK) =
 T.H. 9 (9E) STA. 75+17.50 (AHEAD)
 T.H. 29 (29N) STA. 607+67.18 (BACK) =
 T.H. 29 (29N) STA. 11+01.78 (AHEAD)
 T.H. 29 (29N) STA. 19+41.40 (BACK) =
 T.H. 29 (29N) STA. 19+42.91 (AHEAD)
 T.H. 29 (29N) STA. 57+19.84 (BACK) =
 T.H. 29 (29N) STA. 57+21.15 (AHEAD)
 T.H. 29 (29N) STA. 110+79.15 (BACK) =
 T.H. 29 (29N) STA. 110+80.66 (AHEAD)

PLAN REVISIONS		
DATE	SHEET NO.	APPROVER

FED. PROJ. NO. _____

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 3	GENERAL LAYOUT
4	STATEMENT OF ESTIMATED QUANTITIES
5 - 18	INPLACE UTILITY TABULATIONS
19 - 23	TYPICAL SECTIONS
31 - 34	STANDARD PLANS
36	ALIGNMENT TABULATION
37 - 59	INPLACE UTILITY AND REMOVAL PLANS
60 - 82	CONSTRUCTION PLANS
83 - 121	INTERSECTION DETAILS

THIS PLAN CONTAINS 121 SHEETS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: _____
 PRINTED NAME: MICHELLE GERRITY
 DATE: 9/23/2018 LIC. NO. 43898

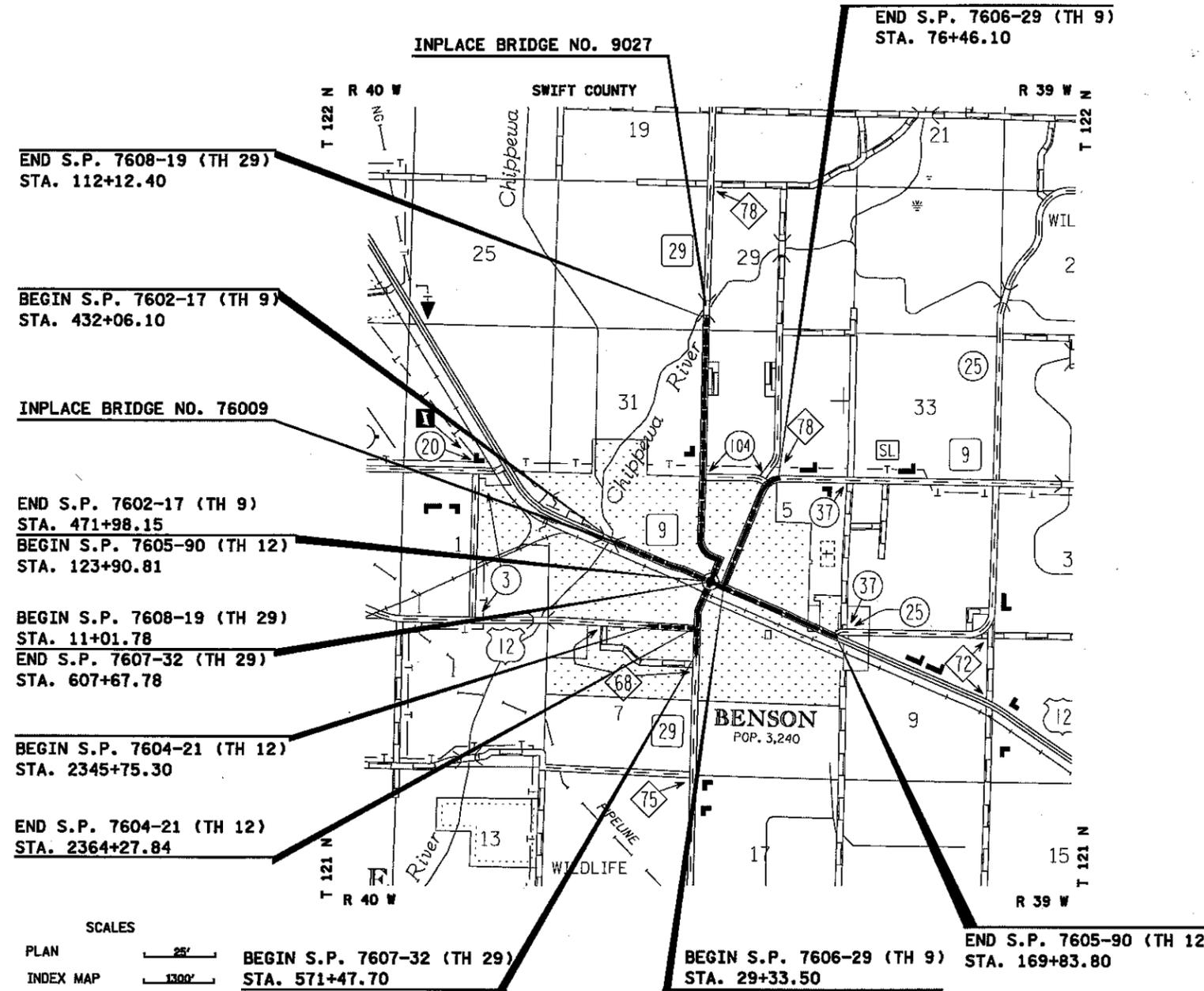
RECOMMENDED FOR APPROVAL	DISTRICT TRANSPORTATION ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT MATERIALS ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT WATER RESOURCES/HYDRAULICS ENGINEER	20
RECOMMENDED FOR APPROVAL	DISTRICT TRAFFIC ENGINEER	20
RECOMMENDED FOR APPROVAL	STATE PRE-LETTING ENGINEER	20
OFFICE OF LAND MANAGEMENT APPROVAL	DIRECTOR, LAND MANAGEMENT	20
APPROVED	STATE DESIGN ENGINEER	20

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____ LICENSE # _____
 DATE: _____ SIGNATURE: _____

STATE PROJ. NO. 7602-17	(TH 9 = 010)
STATE PROJ. NO. 7604-21	(TH 12 = 026)
STATE PROJ. NO. 7605-90	(TH 12 = 010)
STATE PROJ. NO. 7606-29	(TH 9 = 210)
STATE PROJ. NO. 7607-32	(TH 29 = 026)
STATE PROJ. NO. 7608-19	(TH 29 = 038)

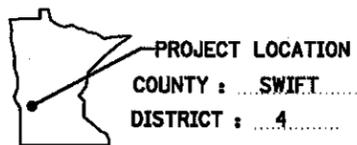
SHEET NO. 1 OF 121 SHEETS



PLAN SCALE 25'
 INDEX MAP SCALE 1300'
 BEGIN S.P. 7607-32 (TH 29) STA. 571+47.70
 BEGIN S.P. 7606-29 (TH 9) STA. 29+33.50
 END S.P. 7605-90 (TH 12) STA. 169+83.80

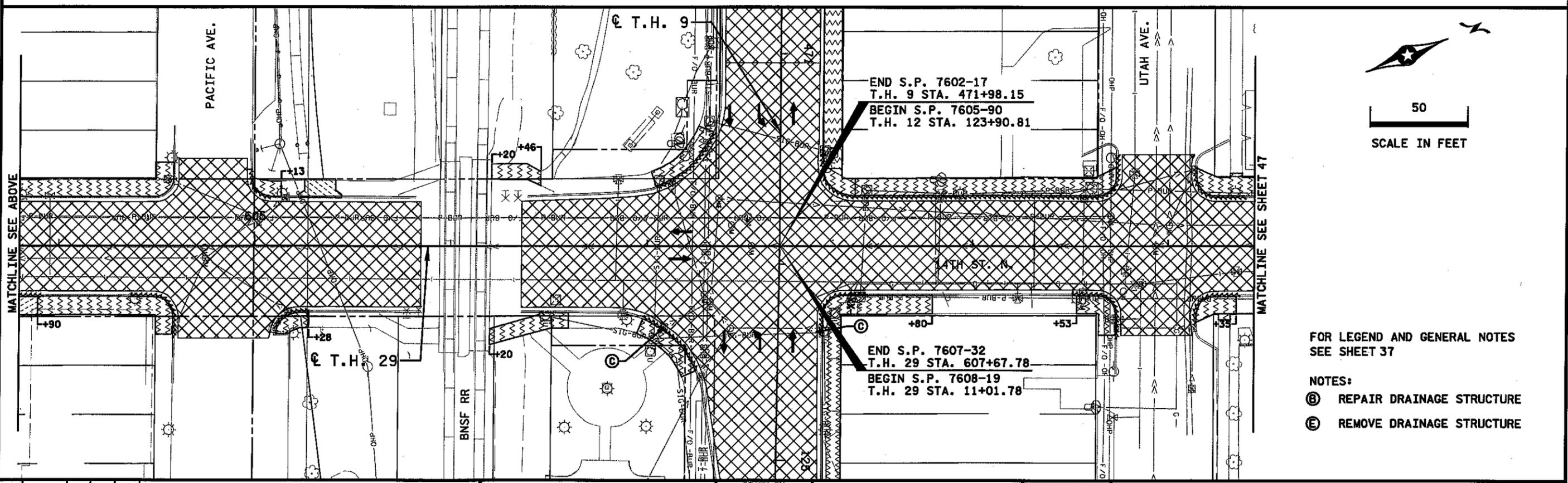
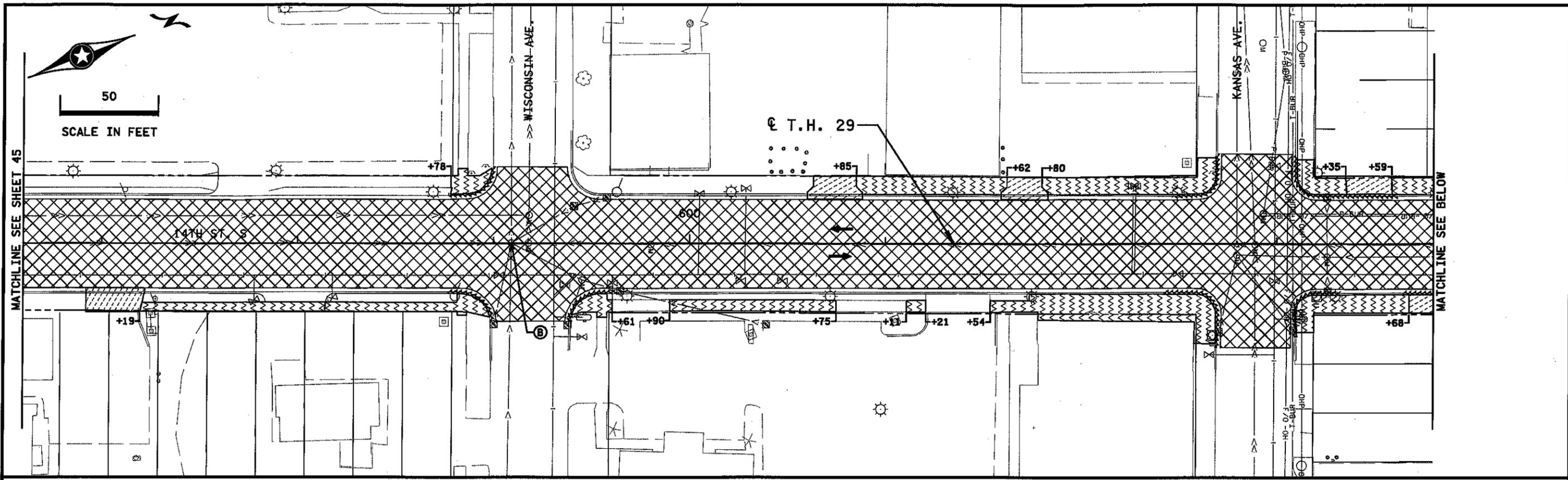
DESIGN DESIGNATION

S.P. NO. 7608-19/ 7607-32 (T.H.29)	S.P. NO. 7606-29/ 7602-17 (T.H.9)
Design ESALS =	Design ESALS =
ADT (Current Year) = 9122	ADT (Current Year) = 3300
ADT (Future Year) =	ADT (Future Year) =
S.P. NO. 7604-21/ 7605-90 (T.H.12)	Design Speed 30 MPH
Design ESALS =	Based on STOPPING Sight Distance
ADT (Current Year) = 4641	Height of eye 3.5 Height of object 2.0
ADT (Future Year) =	



FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO.	CHARGE IDENTIFIER
7602-17	
7604-21	
7605-90	
7606-29	
7607-32	
7608-19	



END S.P. 7602-17
 T.H. 9 STA. 471+98.15
 BEGIN S.P. 7605-90
 T.H. 12 STA. 123+90.81

END S.P. 7607-32
 T.H. 29 STA. 607+67.78
 BEGIN S.P. 7608-19
 T.H. 29 STA. 11+01.78

FOR LEGEND AND GENERAL NOTES
 SEE SHEET 37

- NOTES:
- ⓑ REPAIR DRAINAGE STRUCTURE
 - Ⓒ REMOVE DRAINAGE STRUCTURE

8/23/2015 4:57:57 AM

NO	DATE	BY	CHKD	APPR	REVISION

I:\Projects\ur\DOT\Benson ADA\Design\CAD\Plan\od760819_rml0.dgn

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Print Name: **MICHELLE GERRITY**
 Date: **XX/XX/XXXX** License # **43935**

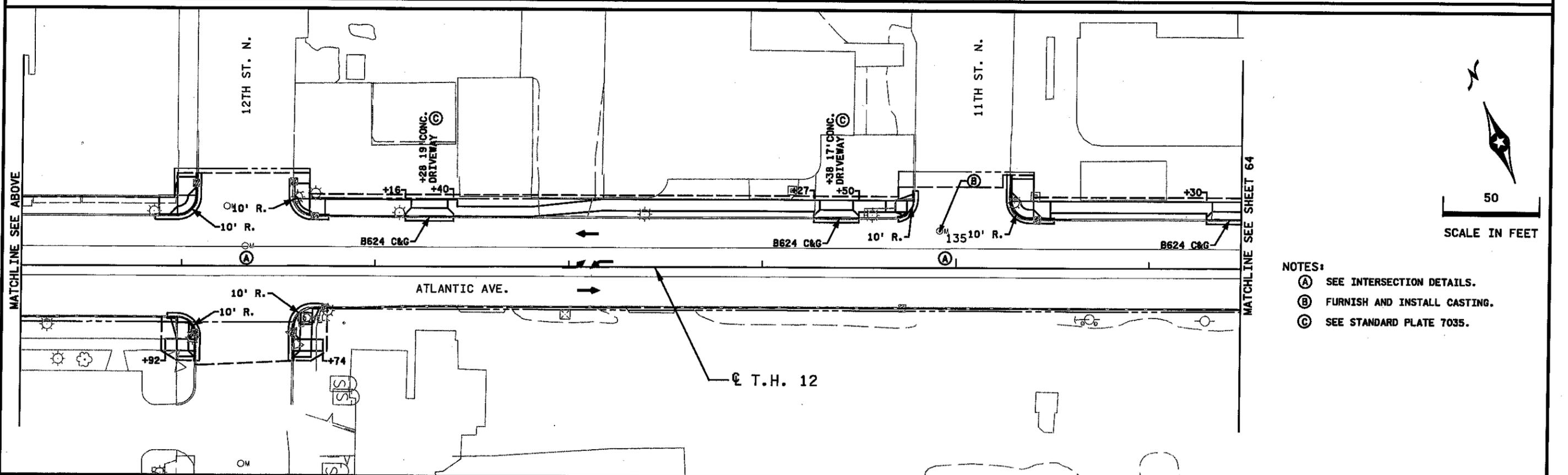
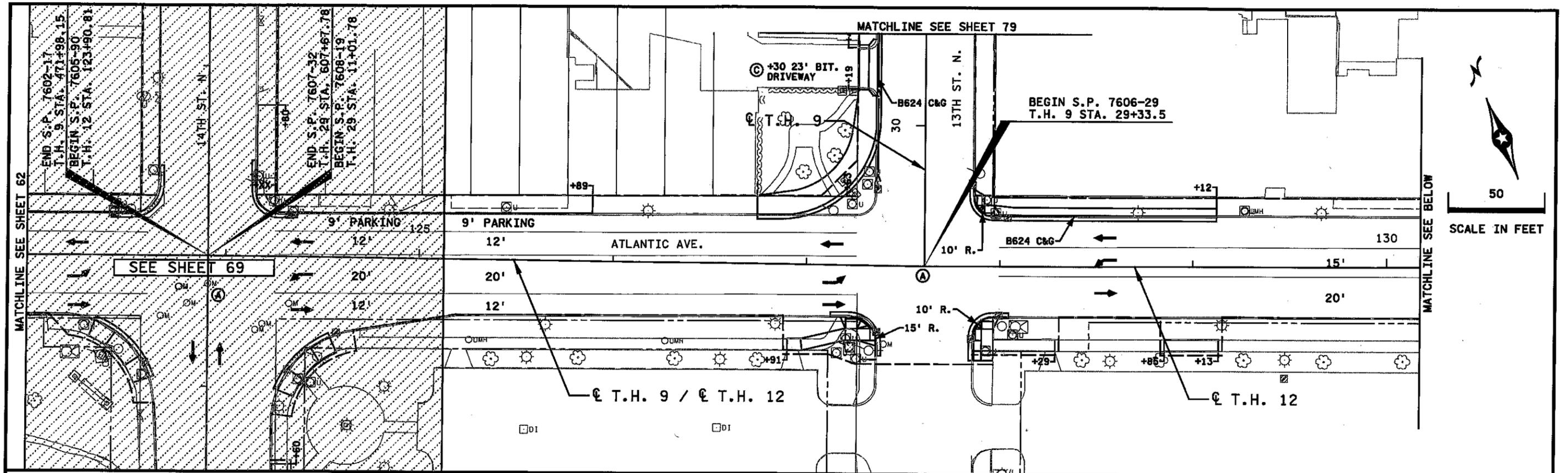
DRAWN BY
R DEE
 DESIGNED BY
M GERRITY
 CHECKED BY
A TOGHRAJADJIAN



MINNESOTA STATE PROJECT NO.
7608-19 (T.H. 29)

MINNESOTA DEPARTMENT OF TRANSPORTATION
 INPLACE UTILITY AND REMOVAL PLANS
 BENSON PAVEMENT REHABILITATION & ADA IMPROVEMENTS
 T.H. 29 (14TH ST. N.)

SHEET
46
 OF
121



- NOTES:
- (A) SEE INTERSECTION DETAILS.
 - (B) FURNISH AND INSTALL CASTING.
 - (C) SEE STANDARD PLATE 7035.

9/23/2015 4:38:04 AM

NO	DATE	BY	CHK	APPR	REVISION
I:\Projects\MDOT\Benson ADA\Design\CAD\PI\an\760819_op04.dgn					

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **MICHELLE GERRITY**

Date: XX/XX/XXXX License # 43935

DRAWN BY
R DEE

DESIGNED BY
M GERRITY

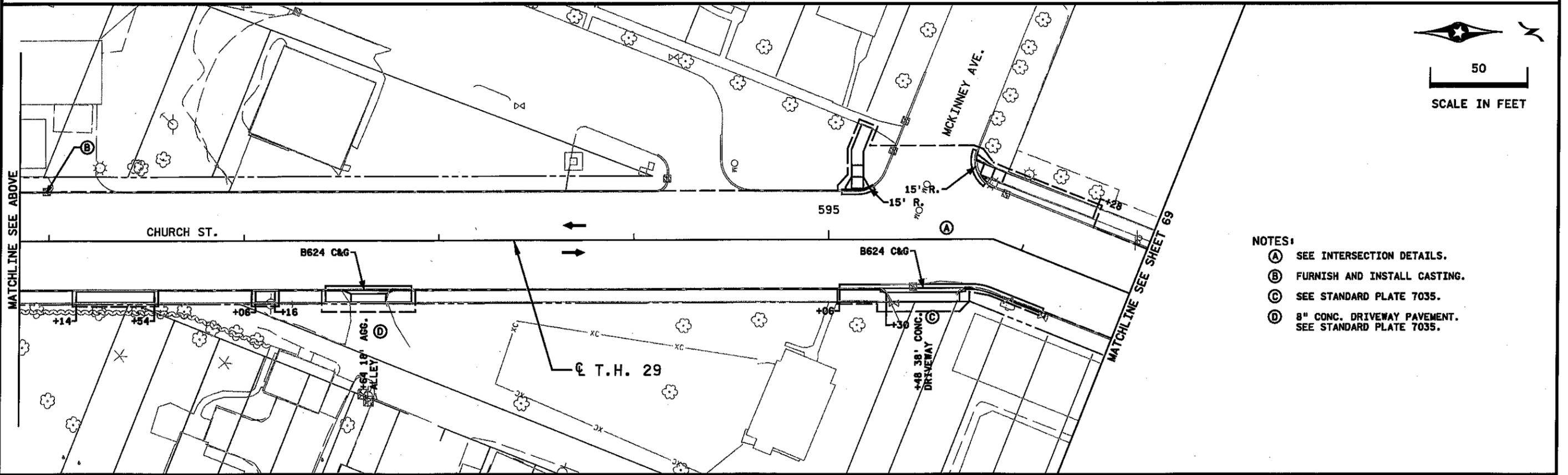
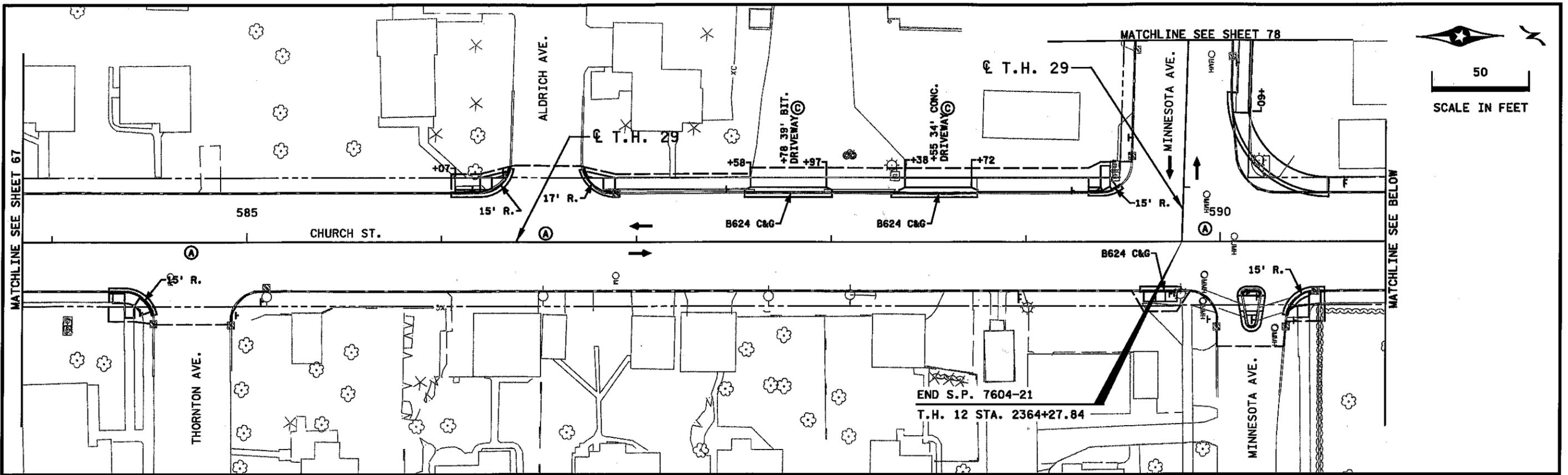
CHECKED BY
A TOHRAMADJIAN



MINNESOTA STATE PROJECT NO.
7608-19
(T.H. 29)

MINNESOTA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS
BENSON PAVEMENT REHABILITATION & ADA IMPROVEMENTS
T.H. 9 / T.H. 12 (ATLANTIC AVE.)

SHEET
63
OF
121



- NOTES:
- (A) SEE INTERSECTION DETAILS.
 - (B) FURNISH AND INSTALL CASTING.
 - (C) SEE STANDARD PLATE 7035.
 - (D) 8" CONC. DRIVEWAY PAVEMENT. SEE STANDARD PLATE 7035.

NO	DATE	BY	CHKD	APPR	REVISION

9/23/2018 4:58:27 AM
 I:\Projects\18007\Benson ADA\Design\CAD\Plan\760819_op09.dgn

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **MICHELLE GERRITY**

Date: XX/XX/XXXX License # 43935

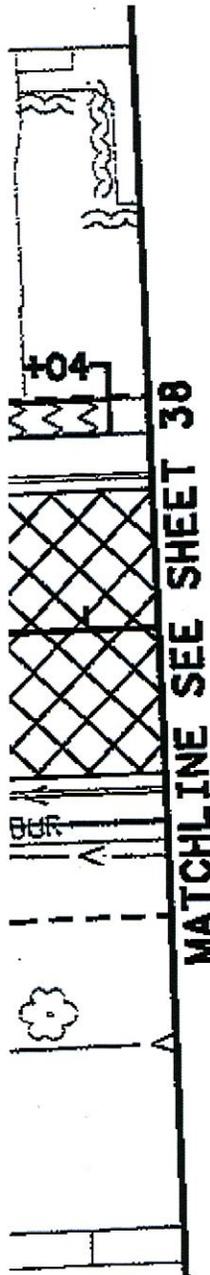
DRAWN BY
R. DEE
 DESIGNED BY
M. GERRITY
 CHECKED BY
A. TOGHRAHADJIAN



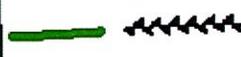
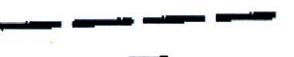
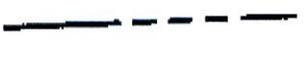
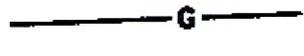
MINNESOTA STATE PROJECT NO.
7608-19 (T.H. 29)

MINNESOTA DEPARTMENT OF TRANSPORTATION
 CONSTRUCTION PLANS
 BENSON PAVEMENT REHABILITATION & ADA IMPROVEMENTS
 T.H. 29 (CHURCH ST.)

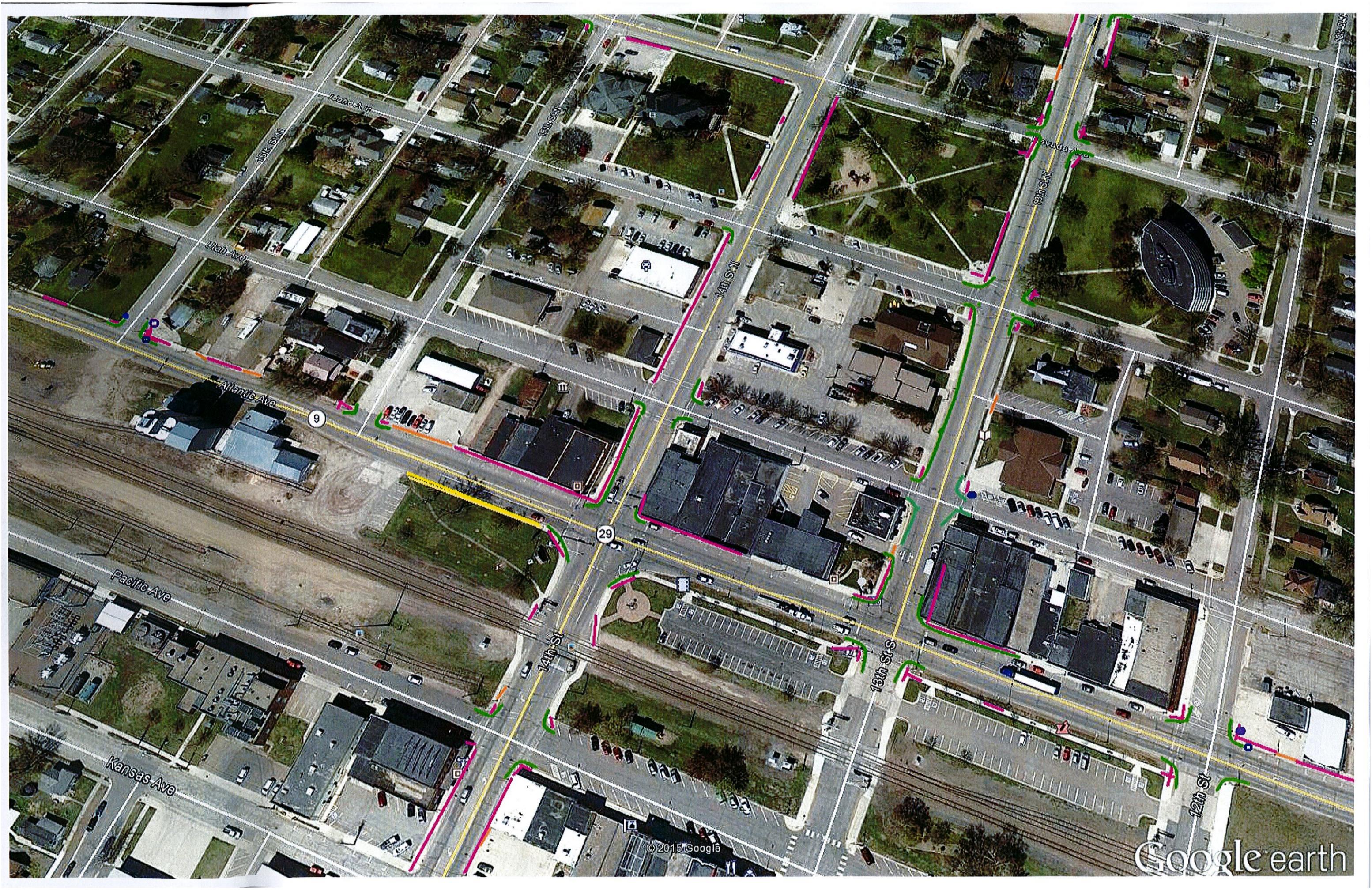
SHEET
68
OF
121

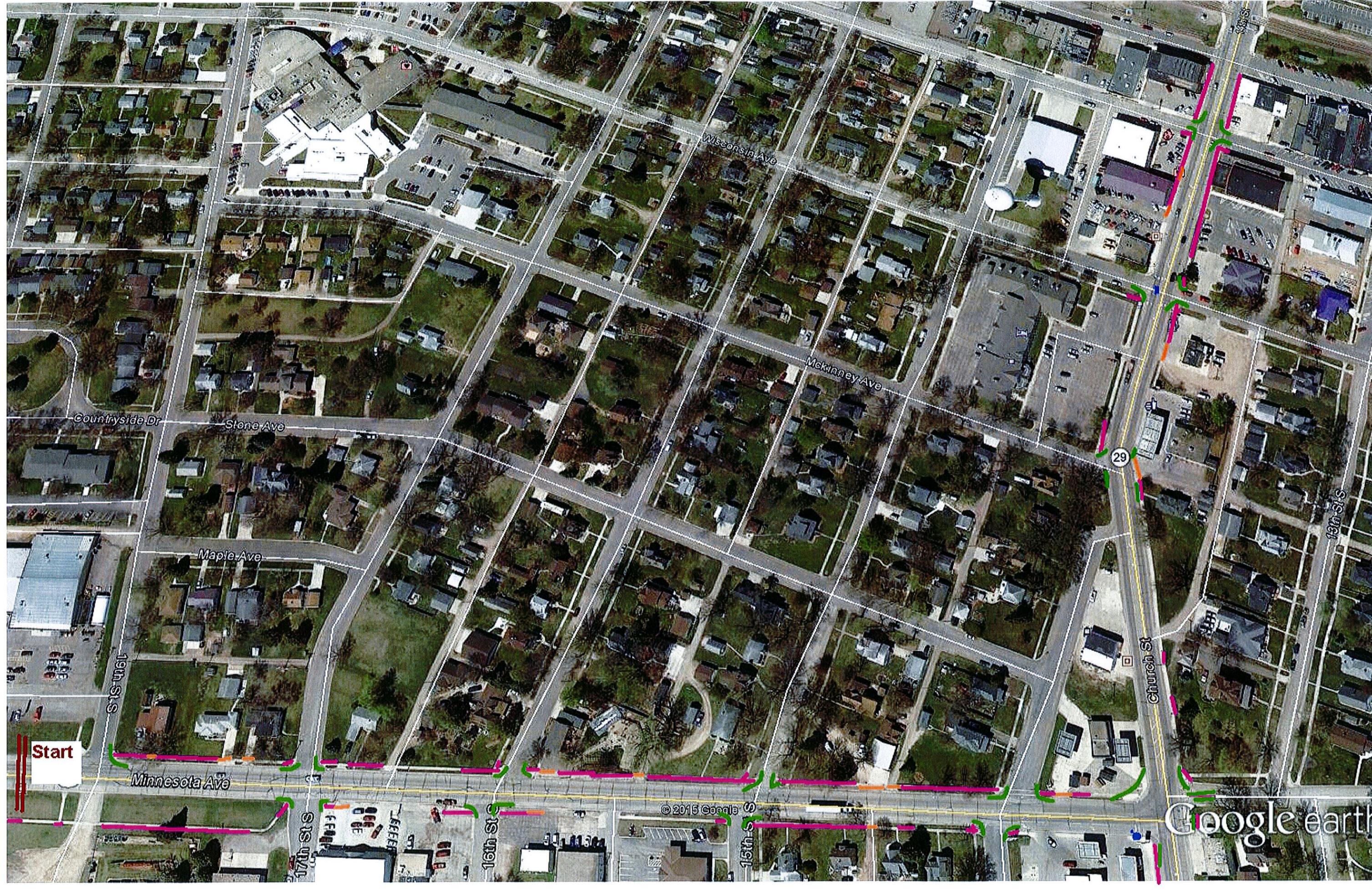


LEGEND

-  REMOVE CONCRETE WALK
-  REMOVE BITUMINOUS WALK
-  REMOVE CONC. DRIVEWAY PVMT
-  MILL BITUMINOUS SURFACE
-  REMOVE CURB AND GUTTER
-  REMOVE PIPE SEWERS
-  SAWCUT
-  POWER PEDESTAL
-  TRAFFIC SIGNAL LIGHT
-  PEDESTRIAN WALK BUTTON
-  CATCH BASIN
-  RIGHT OF WAY
-  POWER LINE
-  GAS
-  FIBER OPTIC
-  DRAINAGE PIPE
-  SANITARY PIPE
-  LIGHT POLE
-  POWER HAND HOLE
-  WATER LINE
-  SIGNAL BURIED

 Proposed City sidewalk/curb





Start

Minnesota Ave

17th St

16th St

15th St

19th St

Maple Ave

Countryside Dr

Stone Ave

Wisconsin Ave

McKinney Ave

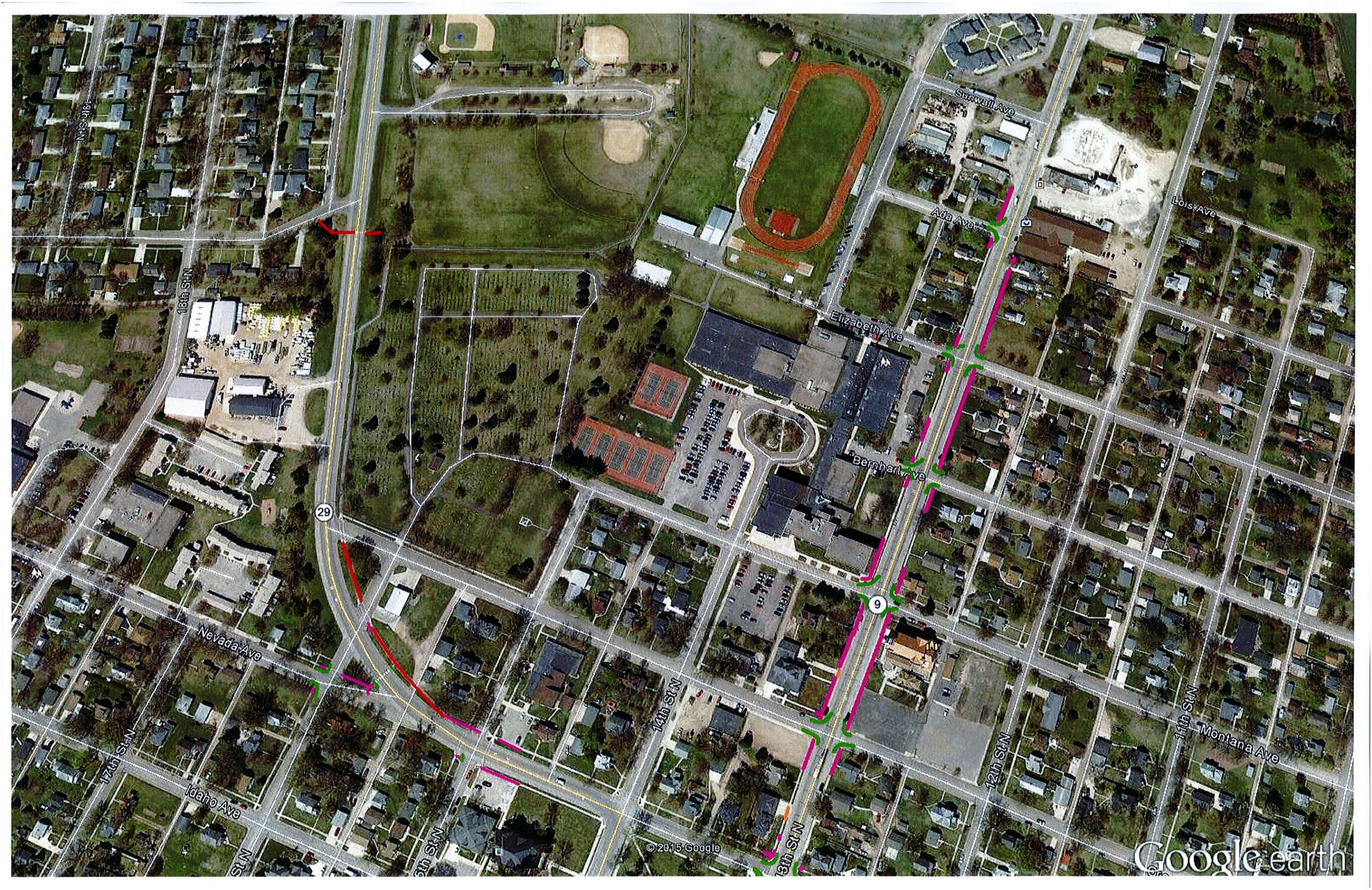
Church St

13th St

29

© 2015 Google

Google earth





Pacific Ave

Kansas Ave

21st St S

20th St S

19th St S

29th St N

18th St

18th St N

Utah Ave

Idaho Ave

Atlantic Ave

17th St

17th St N

Nevada Ave

Sanford Rd

Meadow Ln

Golf Rd

Park Place Rd

© 2015 Google

Google earth

CITY OF

BENSON

Municipal Utilities
1410 Kansas Ave
Benson, MN 56215

Forwarding Service Requested

1 1 AV 0.391 T1



Stan Antolick
Grace Antolick
PO Box 5
Benson MN 56215-0005

**ONE MINUTE
Community Survey
URGENT! – Please Return!**

The City of Benson is preparing a grant application for Small Cities Development Program funds available through the MN Department of Employment and Economic Development. It is a very competitive grant process. Grant funds if awarded will be used for **low-to-moderate** income owner-occupied housing rehabilitation and rental rehabilitation.

To Prepare a competitive grant it is important to return the survey by October 12, 2015. A self-addressed envelope is provided to return the completed attached survey to the Upper Minnesota Valley Rural Development Commission. **All information will remain confidential.**

The survey takes less than one minute to complete. Please take the time to complete **both front and back** to help the City with this project. **If you have questions call the City Manager at 320-843-4775.**

Sincerely,

CITY OF BENSON

Paul Kittelson, Mayor

**Please return by October 12, 2015.
Thank You!**



SMALL CITIES DEVELOPMENT PROGRAM

Housing Rehabilitation

City of Benson

The City of Benson is preparing an application to Minnesota's **Small Cities Development Program (SCDP)**. The program helps eligible homeowners with funding to make improvements to their home. Eligibility is based on the following:

2015 HUD

Income Guidelines	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
Household Income	\$36,050	\$41,200	\$46,350	\$51,450	\$55,650	\$59,700	\$63,800	\$67,950

I may be interested in making the following improvements to my home:

- | | | | |
|----------------------------------|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Gutters | <input type="checkbox"/> Insulation | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Safety/Accessibility Improvements |
| <input type="checkbox"/> Windows | <input type="checkbox"/> Electrical | <input type="checkbox"/> Roofing | <input type="checkbox"/> Lead Testing & Removal |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Heating | <input type="checkbox"/> Foundations | <input type="checkbox"/> Building Code Violations |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Front Steps | <input type="checkbox"/> Railings | <input type="checkbox"/> Energy Efficiency |

Other/Comments: _____

How old are the following electric appliances in your home? 1-5 yrs 6-10 yrs 10+ yrs

Refrigerator: _____ Stove: _____ Washer: _____
 Dryer: _____ Hot water Heater: _____

Do you: _____ Own Your Home _____ Rent Your Home **Are you a veteran?** _____ Yes _____ No

Is the home currently: _____ In a Life Estate _____ Contract for Deed _____ Trust

Would you be interested in participating if:

- 75% of the project costs (maximum \$18,750) would be in the form of a deferred/forgivable loan
 - 7 year loan with 1/7th forgiven each year and then become a grant after 7 years.
- 25% of the project costs would be the homeowner's responsibility.
- Any costs above the maximum allowed would be the homeowner's responsibility.

An example project based on the maximum allowable forgivable loan would look similar to the following financial package:

Example Project Costs	\$25,000
75% SCDP forgivable loan would be	\$18,750 (1/7 th forgiven each year for 7 years)
25% Owner responsibility would be	\$6,250 (owner cash or low interest loans)

IMPORTANT: If you have any interest in learning more about the program please sign the form on the next page and send it back to the UMRDC. The signed form in no way commits you to the program; it is simply an indication of interest that builds support for the application. *If you are interested your name will be placed on a priority list to receive more information if funds are awarded next spring.*

Continued on back >

BENSON SMALL CITIES DEVELOPMENT PROGRAM INTENT TO PARTICIPATE FORM

Please return this form to:

UMVRDC

323 W. Schlieman Ave

Appleton, MN 56208

OCTOBER 12TH, 2015

Yes, I am interested in this program.

Name: _____

Home Address: _____

Mailing Address (if different than above): _____

Owner's Phone: _____

Email: _____

I understand that:

- SCDP funds are limited and in competition and may **not** be awarded to Benson.
- If the grant is awarded, funds are limited and in competition.
- Participants in the program **must be** income-qualified – the field administrator is the Swift County HRA who will do the verification.
- Homes must have needs that go beyond basic maintenance and will be inspected as part of the program.
- There will be a deferred loan (lien) placed upon my home for the SCDP funding for seven (7) years. If the home is sold or changes owners in that time, the remaining un-forgiven loan must be paid back to the city. Refer to SCDP policies.
- The rehabilitation must be coordinated through the Swift County HRA, the field administrator for the project, and competitive bids must be received for the work. **Any improvements/work done before coordinating with the Swift County HRA will NOT be eligible for SCDP funding.**
- The home must be occupied. No vacant households will be rehabilitated.
- Being placed on a priority list does not guarantee funding.

After reviewing the above information, including the financing package, I am interested in participating in this program.

Owner Signature

Date

Thank you. In completing this form your name will be placed on a priority list showing a strong interest if funds are awarded. Award announcements are made in May/June, if funds are awarded additional information about the program and how to apply will be provided.

PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC.

W
9/18/15

Main Office
719 North 7th Street
Suite 302
P.O. Box 159
Montevideo, MN 56265-0159

Phone: 320/269-6578
FAX: 320/269-6570
TDD: 320/269-6988
www.prairiefive.com
E-mail: prairie5@willmarnet.com

Branch Offices
Benson
Canby
Clinton
Madison



Mission Statement: Working together to strengthen the quality of life in our communities.

Heat Share
PRAIRIE FIVE

September 10th, 2015

To Whom It May Concern,

In our communities we have many families who during the winter struggle with a heating emergency due to unexpected circumstances that happen in our daily lives.

The Reach Out For Warmth Program is a community-based fuel program and its success is dependent upon the support of our communities. All funds raised are used to help people in the five counties that Prairie Five serves.

This program was designed to help households supplement their need for oil, propane, or that have electrical or natural gas disconnect.

Every year is hard to predict what the Energy Assistance Program funding will be like and our families and seniors are running into more emergencies which make this program more important.

I would like to thank each of you for your donations this past heating season. Some of you have donated every year and we really appreciate it. I am thanking those of you that are considering donating this year in advance.

We would appreciate any donation that you or your company can make. Please send your donation to Prairie Five C.A.C., Inc. P. O. Box 159, Montevideo, MN 56265. Attention: Nora Guerra and please specify the donation is for the Reach Out For Warmth Program.

If you have any questions please feel free to contact me at 320-269-6578. Thank you once again.

Sincerely,

Nora Guerra

Energy Assistance Program Coordinator

**GENERAL AVIATION APPRECIATION
MONTH PROCLAMATION**

WHEREAS: the city of Benson in the state of Minnesota has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS: general aviation and the Benson Municipal Airport has an immense economic impact on the city of Benson; and

WHEREAS, Minnesota is home to 153 public-use airports, which serve 12,478 pilots and 4,365 active general aviation aircraft; and

WHEREAS, Minnesota is home to 109 fixed-based operators, 51 repair stations, 522 heliports, 11 FAA-approved pilot schools, 1,933 flight students and 2,500 flight instructors; and

WHEREAS, general aviation in Minnesota contributes over \$5.3 billion to the state's economy annually; and

WHEREAS: general aviation not only supports Minnesota's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law-enforcement, firefighting, disaster relief, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS: the nation's aviation infrastructure represents an important public benefit, and Congressional oversight should be in place to ensure stable funding of this system;

THEREFORE, I, Paul Kittelson, Mayor of Benson, Minnesota, do hereby proclaim general aviation a vital strategic resource to the city of Benson and declare October 2015 to be General Aviation Appreciation Month.

Mayor

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Benson 1410 Kansas Ave Benson, MN 56215	PROJECT: Benson City Shop Addition 2175 Kansas Ave Benson, MN 56215	APPLICATION NO: 3 PERIOD TO: 09/30/15 CONTRACT FOR: Construction of City Shop Building Addition CONTRACT DATE: 05/18/15 PROJECT NOS: / /	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: KUE CONTRACTORS, INC. 130 Central Ave S WATKINS, MN 55389	VIA ARCHITECT: Ringdahl Architects, Inc. 510 22nd Avenue East, Ste 102 Alexandria, MN 56308		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 586,040.00
2. NET CHANGE BY CHANGE ORDERS	\$ 726.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 586,766.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 310,437.00
5. RETAINAGE:	
a. _____% of Completed Work (Columns D + E on G703)	\$ _____
b. _____% of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 15,521.00
6. TOTAL EARNED LESS RETAINAGE	\$ 294,916.00
<i>(Line 4 minus Line 5 Total)</i>	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 58,887.00
<i>(Line 6 from prior Certificate)</i>	
8. CURRENT PAYMENT DUE	\$ 236,029.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 291,850.00
<i>(Line 3 minus Line 6)</i>	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 726.00	\$.00
Total approved this month	\$.00	\$.00
TOTAL	\$ 726.00	\$.00
NET CHANGES by Change Order	\$ 726.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: KUE Contractors, Inc.

By: [Signature] Date: 10/01/15

State of: Minnesota

County of: Mekker

Subscribed and sworn to before me this 1st day of October, 2015

Notary Public: [Signature]
 My commission expires: January 31, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
 APPLICATION DATE: 3
 PERIOD TO: 09/30/15
 ARCHITECT'S PROJECT NO: 09/30/15

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
010000	General Requirements	45,883	5,000	14,000	0	19,000	41	26,883	950
011000	Bonds	8,828	8,828	0	0	8,828	100	0	441
032000	Concrete Reinforce/033000	0	0	0	0	0	0	0	0
033000	Cast-in-Place Concrete	93,789	38,922	54,867	0	93,789	100	0	4,689
055000	Metal Fabrications	3,644	3,644	0	0	3,644	100	0	182
055410	Cast Trench Drains	6,412	5,592	820	0	6,412	100	0	321
061000	Rough Carpentry	844	0	0	0	0	0	844	0
072120	Board Insulation	1,582	0	1,582	0	1,582	100	0	79
079000	Joint Sealers	4,241	0	0	0	0	0	4,241	0
081100	Steel Doors and Frames	7,301	0	0	0	0	0	7,301	0
083600	Sectional Overhead Doors	33,332	0	0	0	0	0	33,332	0
086310	Tubular Plastic Windows	2,059	0	0	0	0	0	2,059	0
087100	Door Hardware/081100	0	0	0	0	0	0	0	0
088000	Glass and Glazing	211	0	0	0	0	0	211	0
099000	Painting	6,330	0	0	0	0	0	6,330	0
105200	Fire Exting & Cabinets	485	0	485	0	485	100	0	24
133419	Metal Building Systems-M	117,067	0	117,067	0	117,067	100	0	5,853
133421	Metal Building System-L	82,079	0	12,660	0	12,660	15	69,419	633
133422	Building Insulation	11,658	0	11,658	0	11,658	100	0	583
220000	Plumbing	74,483	0	8,624	0	8,624	12	65,859	431
230000	HVAC/220000	0	0	0	0	0	0	0	0
260000	Electrical	73,379	0	14,255	0	14,255	19	59,124	713
312316	Excavation	12,433	0	12,433	0	12,433	100	0	622
312317	Trenching/312316	0	0	0	0	0	0	0	0
312513	Erosion Controls/312316	0	0	0	0	0	0	0	0
GRAND TOTAL		586,040	61,986	248,451	0	310,437	53	275,603	15,521

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G703[™] – 1992

Continuation Sheet

AIA Document G702[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
 APPLICATION DATE: 09/30/15
 PERIOD TO: 09/30/15
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	% <i>(G ÷ C)</i>		
321600	Ext Site Concrete/033000	0	0	0	0	0	0	0	0
400010	Change Order #01	726	0	0	0	0	0	726	0
GRAND TOTAL		586,766	61,986	248,451	0	310,437	53	276,329	15,521

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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