

**City Council Meeting Agenda
City Council Chambers
December 5, 2016**

Page	5:00 P.M. – Blight Committee Meeting		
	1.	5:30 p.m. Call the Meeting to Order at the Benson City Council Chambers (Mayor)	
	2.	Pledge of Allegiance	
	3.	Approval of Agenda Additions? <input type="checkbox"/> None 1. _____ 2. _____ Any Consent Agenda items to be moved to a regular agenda item? Approval of Agenda ____ as Presented or ____ Revised	Action Requested
	4.	Consent Agenda:	Action Requested
	a.	Minutes:	
3		▪ 11.15.16 Special City Council Minutes	
4-7		▪ 11.21.16 City Council Minutes	
	b.	Applications:	
8-9		▪ Judy Hoberg – Cemetery Board	
10		▪ Jill Hedman – Hospital Board	
11-12		▪ Chippewa Valley Deer Hunters Assn. Gambling Permit 2/10/2017	
	c.	Correspondence:	
13-20		▪ League of Minnesota Cities Insurance Trust – Dividend	
21-26		▪ Minnesota Department of Health Sanitary Survey Report –Public Water System	
27-35		▪ Missouri River Energy Services S-1 Rates	
36		▪ Benson Public Schools Letter	
	5.	Persons with unscheduled Business to Come Before the City Council	
	6.	Benson Golf Course – Jerry Peterson	Information Only
37-43	7.	Missouri River Energy Services – Electric Rate Study Proposal	Action Requested
44	8.	Consider Resolution for Water & Sewer Assessments	Action Requested
45-51	9.	6:00 P.M. Truth in Taxation Hearing	Information Only
52	10.	Consider Resolution for Current Services	Action Requested
53	11.	Openings on Boards & Commissions	Information Only
54-62	12.	TH29 MnDOT Paving Project	Information Only
63-67	13.	Sewer Rate Study	Information Only
68	14.	Consider Resolution Designating Location for Absentee Ballot Voting	Action Requested

- | | | | |
|-------|-----|--|-------------------------|
| 69 | 15. | Consider Resolution Establishing an Absentee Ballot Board | Action Requested |
| 70 | 16. | Consider Resolution Transferring Funds to Capital Outlay Fund | Action Requested |
| 71 | 17. | Consider Resolution Trans Funds - EDA & Revolving Loan – Gen Fund | Action Requested |
| 72-73 | 18. | Pay Request – Central Specialties \$116,758.96 –Consider Deduction | Action Requested |
| 74-75 | 19. | Pay Request – Stantec – Wastewater Plant Assessment - \$5,149.50 | Action Requested |
| | 20. | Adjourn: Mayor | |

**MINUTES - BENSON CITY COUNCIL - SPECIAL MEETING
NOVEMBER 15, 2016**

The meeting was called to order at 5:30 p.m. by Mayor Landmark. Members present: Jack Evenson, Sue Fitz and Gary Landmark. Members Absent: Stephanie Heinzig and Terri Collins. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, SCBH CEO Kurt Waldbillig, Jennifer Frost with the RDA, Brian Samuelson, Mary & Pat Langan, Mike Thompson, Lucas Olson Benson Schools Superintendent Dennis Laumeyer and School Board Members Andy Abner, Cad Payne, Gary Williams, Bill McGeary and Jodi DeJong-Hughes.

The Council recited the Pledge of Allegiance.

Mayor Landmark asked for any additions to the agenda to which there were none. A motion was made by Fitz, seconded by Evenson and carried unanimously to approve the agenda as presented.

Laumeyer started out thanking everyone for coming. He reviewed a list of joint projects the City and School District have worked on together and was wondering if there are any projects or buildings the City and School District could work together on. Wolfington shared a list of projects coming up for the City to include BNSF Safety improvements, 5 year utility improvements, 2017 Highway project, painting the water tower, wastewater plant inspection and possible upgrades, TIF bonding, and a new City Hall. Laumeyer discussed facility maintenance, preschool/daycare issues, updating classrooms, gymnastics and the biggest problem is air quality and the need for new HVAC in the school. Wolfington stated he met with the architect for the armory for an evaluation, environmental and air quality study results. Laumeyer asked if there are any facilities the School and City could both use. Abner stated the public often asks if the City and School District can do a joint venture and lower costs for both entities. Payne suggested combining the public and school libraries and the current public library could be converted into the new City Hall. Laumeyer stated they want to work together with the City and are not asking for a hand out.

Frost discussed the dire need for daycare in the county. She said there is a one-time grant. It matches dollar for dollar up to \$100,000, and is due in January 2017. She asked there be a joint effort between the City and School to work on a daycare center. Wolfington said the truth in taxation meeting will be on December 5, 2016 and budgets will be set for 2017. He went on to ask if there was a dollar amount she was looking for from the City to which she responded \$50,000. McGeary discussed using the old pool area as class rooms or a daycare center.

It was agreed the boards need to listen to the community needs and work together.

There being no other business, a motion was made by Fitz, seconded by Evenson and carried unanimously to adjourn the meeting at 6:55 p.m.

Mayor

City Clerk

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
NOVEMBER 21, 2016**

The meeting was called to order at 5:30 p.m. by Mayor Landmark. Members present: Terri Collins, Jack Evenson, Stephanie Heintzig, Gary Landmark & Sue Fitz. Members Absent: None. Also present: City Manager Rob Wolfington, Liz Auch & Ashlie Johnson from Countryside Public Health, Kim Saterbak and Crystal Erickson from Heartland Girls Ranch, Police Chief Ian Hodge and Lucas Olson.

The Council recited the Pledge of Allegiance.

Mayor Landmark asked for any additions to the agenda, to which there were none. No consent agenda items were moved to the regular agenda. A motion was made by Fitz, seconded by Evenson and carried unanimously to approve the agenda as presented. It was moved by Evenson, Seconded by Collins and carried unanimously to approve the following items on the Consent Agenda:

- November 7, 2016 City Council Minutes
- November 3, 2016 Safety Committee Minutes
- MnDOT Office of Aeronautics Airport Waiver
- Minnesota Pollution Control Agency Permit to Discharge
- Moss & Barnett Update on Charter Communication Renewal Process
- Public Works Report
- Police Report

The Mayor asked for people with unscheduled business, to which there were none.

Kim Saterbak with the Girls Ranch approached the Council. Wolfington presented a petition and joint resolution between the City of Benson and Torning Township for annexation of the Girls Ranch into the City of Benson city limits. Wolfington noted the attached map of the annexation needs to be changed to exclude the St. Francis Cemetery in the annexation in Exhibit A. Wolfington stated he will be meeting with Torning Township at 8 p.m. tonight. Wolfington reminded the Council the City already has an annexation agreement with the Girls Ranch which states if the property is ever sold, partitioned off or if it becomes a for profit business, it will automatically be annexed into the City. He went on to say there will be no tax capacity gained by the annexation, as the Girls Ranch is tax exempt. After discussion, Councilmember Fitz offered the following resolution:

**JOINT RESOLUTION ESTABLISHING AN
ORDERLY ANNEXATION AGREEMENT BETWEEN
THE CITY OF BENSON AND TORNING TOWNSHIP
(RESOLUTION 2016-32)**

WHEREAS, the City of Benson (“City”) and Torning Township (“Township”) hereby designate for orderly annexation the lands legally described in the attached Exhibit A and shown on the attached Exhibit B (collectively referred to herein as the “Designated Area”), all located within Torning Township, County of Swift, State of Minnesota; and

WHEREAS, the City and Township are in agreement as to the orderly annexation of the Designated Area and each determines the annexation is in their best respective interests; and

WHEREAS, Minn. Stat. § 414.0325 provides a procedure whereby the City and Township may agree on a process for the orderly annexation of the Designated Area; and

WHEREAS, on November 21, 2016, the property owner of the Designated Area submitted a petition for orderly annexation to the City and Township pursuant to Minn. Stat. § 414.0325, subd. 1a; and

WHEREAS, notice of intent to designate an area for orderly annexation required by Minn. Stat. § 414.0325, subd. 1b does not apply in this instance because this Joint Resolution only designates for immediate annexation property for which all property owners have petitioned to be annexed; and

NOW, THEREFORE, the City and Township hereby jointly resolve to enter into this agreement to provide for the immediate annexation of the Designated Area into the City upon the following terms and conditions:

1. The City and Township hereby designate the area described in Exhibit A attached hereto and shown in Exhibit B attached hereto as in need of orderly annexation pursuant to Minn. Stat. § 414.0325. The Designated Area consists of 83.44 acres and the population in the area is approximately 40.

2. The City and Township request the immediate annexation of the Designated Area to the City upon submission of this agreement to the Chief Administrative Law Judge.

3. The Township and City, by submission of this Joint Resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confer jurisdiction upon the Chief Judge so as to accomplish the annexation of the Designated Area in accordance with the terms of this agreement.

4. The City and Township mutually agree that no alteration of the boundaries stated herein is appropriate and that all conditions for annexation of the area legally described herein are contained in this Joint Resolution, and that no consideration by Minnesota Planning is necessary. Upon the execution and filing of this Joint Resolution, Minnesota Planning may review and comment thereon, but shall, within thirty (30) days of receipt of this Joint Resolution, order the annexation of the area legally described herein in accordance with the terms and conditions of this Joint Resolution.

5. The City and Township agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Minnesota Planning Municipal Boundary Adjustments Office.

Councilmember Collins seconded the foregoing Resolution and the following vote was recorded: AYES: Collins, Heinzig, Evenson, Fitz, Landmark. NAYES: None. Thereupon the Mayor declared Resolution 2016-32 duly passed and adopted.

Next Ashlie Johnson with Countryside Public Health approached the Council with a revised version of the 1st reading of an amendment to the Tobacco ordinance. There was discussion of paragraphs L & M in the ordinance. There was concern prohibiting tobacco sales within 300' of a school, playground, church or other youth-oriented facilities would put retailers out of the tobacco sales business that they rely on. Also paragraph M stated pharmacies connected to a grocery store will not be eligible for a cigarette license or license renewal. After discussion, it was moved by Collins, seconded by Evenson and carried unanimously to approve the 2nd reading of the Tobacco Ordinance with the removal of paragraphs L & M from the proposed amended tobacco ordinance.

Wolfington informed the Council Reed Becker's environmental report on the Armory is not back from the lab yet. He will give a presentation on December 19, 2016 on his findings.

Wolfington informed the Council he and Landmark attended a Coalition of Greater Minnesota (CGMC) meeting last July. There was discussion on possible additional permits for the wastewater treatment plant which could cause frequent plant updates which are very costly. By contributing to the

CGMC Environmental Action Fund, it would make sure undue hardships would not fall on wastewater facilities. Wolfington recommended approval. It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the CGMC Assessment of \$1,098.

Wolfington updated the Council on the Small Cities grant. Benson is the only town in Swift County that applied for the grant. After discussion, it was moved by Collins, seconded by Evenson and carried unanimously to approve the preliminary plan.

The LELS contract will be reviewed at the December 5, 2016 Council meeting.

Wolfington recapped the joint City Council/School Board meeting from last week. He discussed the school's desire to work together in one of three ways: 1) construct a City Hall facility attached to the school 2) assist the school in helping finance a walking track in a new gym 3) build a community center attached to the school. Any of these options would give leverage to the school with their referendum. Also discussed was a one-time grant for a day care center. Wolfington asked for direction from the Council in responding to the School Board. There was discussion of cooperation, and the many City projects ahead of the City that are all necessary. After discussion, it was the consensus of the Council to inform the school we are not in a position at this time to financially participate in a joint project with them, but will help with marketing.

Councilmember Fitz offered the following resolution:

**POLICE OFFICER DECLARATION
(RESOLUTION NO. 2016-33)**

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City Council of the City of Benson hereby declares that the position titled Part-Time Police Officer, currently held by Allyssa Engfer meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

Councilmember Evenson seconded the foregoing Resolution and the following vote was recorded: AYES: Collins, Heinzig, Evenson, Fitz, Landmark. NAYES: None. Thereupon the Mayor declared Resolution 2016-33 duly passed and adopted.

The Council reviewed the October budget report.

It was moved by Evenson, seconded by Collins and carried unanimously to approve the bills and warrants in the amount of \$483,134.28.

There being no other business, a motion was made by Fitz, seconded by Collins and carried unanimously to adjourn the meeting at 6:14 p.m.

Mayor

City Clerk

CITY OF BENSON
APPLICATION FOR APPOINTMENT TO CITY BOARDS OR COMMISSIONS

Dear Applicant:

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

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

.....

BOARD OR COMMISSION PREFERENCE:

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

RETURN APPLICATION TO:

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

PERSONAL INFORMATION:

Name Judy Hoberg Address 503 17th St. N Benson, MN

Telephone: Home 320-843-3988 Business _____ Zip 56215

How long have you been a resident of Benson? since 1972

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

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

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

Occupation: Daycare/Retired nurse Name of Employer: Self

I am a member of the following civic organizations: Swift County Extension - 4H and Master Gardener Program

Please list your special interests, education, past experiences, etc., which you feel would benefit the City of Benson by your appointment to the board/commission you have indicated a preference to above:

I am retired from a 40+ years nursing career, involving all ages of people with healthcare issues. I enjoy working on projects related to improvements, beautification and gardening.

Do you have any additional comments? I have completed a 3 year term on the Cemetery Board and would like to do another 3 year term. I have enjoyed working with this committee making our City cemetery something we should all be proud of.

DESCRIPTION OF BENSON'S BOARDS AND COMMISSIONS

Airport Commission - Makes recommendations to the City Council for the use, management, and operation of the airport and shall advise the Council in all matters concerning the Airport.

Cemetery Committee - Advises and assists the City Council and City staff in the administration, maintenance and improvement of the Benson City Cemetery.

Housing and Redevelopment Authority - This Authority is a public corporation empowered to undertake certain types of redevelopment projects and low rent housing assistance programs pursuant to the provisions of the M.S.A. 462.411 thru 462.711. These projects may include such activities as planning, acquisition, demolition, clearance, rehabilitation and construction for the purpose of providing decent, safe and sanitary housing for persons of low and moderate income and the improvement and restoration of stagnant, undeveloped land.

Library Board - Acts as an advisory body to the City Council by providing information and make recommendations to the City Council on library matters.

Park Board - Acts as an advisory body to the City Council by making recommendations to the Council on issues associated with City parks, playgrounds, the swimming pool, skating rinks, and other related functions.

Planning Commission - Acts as an advisory body to the City Council by reviewing variance requests, subdivisions, plats, zoning regulations, etc. In addition, they work on developing long-range planning goals and objectives.

Utilities Board - Advises and assists the City Council and Director of Public Works in the administration and improvement of public utilities.

Rob Wolfington

To: Samuelson, Michele
Subject: RE: Reappointment of Jill Hedman to the SCBHS Board

Michele,

I spoke to Jill and I know she would like to be reappointed.

I'll present her reappointment to the city council on December 5th

Rob

From: Samuelson, Michele [<mailto:MSamuelson@scbh.org>]
Sent: Wednesday, November 23, 2016 2:36 PM
To: Rob Wolfington
Subject: Reappointment of Jill Hedman to the SCBHS Board

Rob,

Recommend Approval

As you know, Jill Hedman is willing to accept another term on the SCBHS Board. She is a City Appointee. Please present her reappointment to your Council. If you would like an official letter from Kurt please let me know and we will provide the appropriate documentation. Thank you.

Michele Samuelson | Executive Assistant | P: 320.843.1311 | F: 320.843.4172 | E-mail: MSamuelson@scbh.org
Swift County-Benson Health Services | 1815 Wisconsin Ave., Benson, MN 56215 | 320-843-4232 www.scbh.org

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MINNESOTA LAWFUL GAMBLING
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 MN Deer Hunters Association Previous Gambling Permit Number: _____

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

Mailing Address: 625 7th St N

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

Name of Chief Executive Officer (CEO): Darin Staton

Daytime Phone: 320-760-3949 Email: dinkersss@yahoo.com

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
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
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 Bar

Address (do not use P.O. box): 300 14th St. S

City or Township: Benson Zip: 56215 County: Swift

Date(s) of activity (for raffles, indicate the date of the drawing): February 10, 2017

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, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball 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)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- 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).
- The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

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 Stator* Date: 11-23-16
(Signature must be CEO's signature; designee may not sign)

Print Name: Darin Stator

REQUIREMENTS

- Complete a separate application for:**
- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.
- 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.
- Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

- Mail application with:**
- a copy of your proof of nonprofit status, and
 - 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**.
- To:** Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
- Questions?**
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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 Depart-

ment 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.

This form will be made available in alternative format (i.e. large print, braille) upon request.



CONNECTING & INNOVATING
SINCE 1913

November 22, 2016

To: LMCIT Members

From: League of Minnesota Cities Insurance Trust

Re: **2016-17 Coverage Changes, Rates, and Dividend**

Dear Member,

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees has approved premium rates and several coverage changes for the coming year. Enclosed you will find more information about the changes taking place.

The Board is also happy to return a \$25 million dividend to members of the property/casualty program, the largest dividend amount in LMCIT history. The dividend will be returned mid-December to those who are property/casualty members as of Dec. 1, 2016. Enclosed is more information about this year's dividend amount.

LMCIT is *your organization*, and it has been shaped by a strong and active membership. If you have any questions about the changes taking place, feel free to contact your city's assigned underwriter at 651-281-1200 or 800-925-1122.

Pete Tritz
LMCIT Administrator

Dan Greensweig
LMCIT Assistant Administrator

Liam Biever
LMCIT Underwriting Manager



League of Minnesota Cities Insurance Trust 2016-17 Premium Rates

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees has approved premium rates for the upcoming underwriting year. Following is a summary of rate changes taking place for property/casualty coverages renewing on or after Nov. 15, 2016 and workers' compensation coverage renewing on or after Jan. 1, 2017. If you have questions, contact your underwriter at 651-281-1200 or 800-925-1122.

Property/Casualty Rates, Effective Nov. 15, 2016

- The per sewer connection rate (sewer backup liability) will decrease 10% and the per household rate (land use liability) will decrease 5%. The per police officer rate (police liability) and annual expenditure rate (all other liability) will each increase 5%. The employee rate (employment liability) will not change. These rate changes are designed to offset one another, so for a member with a perfectly average mix of liability exposures, the average rate for liability coverage will remain flat.
- Property rates will decrease 4% for buildings, contents, and property-in-the-open.
- Equipment breakdown rates will decrease 4%.
- The mobile property rating method has been revised. As a result, most members will see a rate decrease but some will see a modest increase.
- Rates for all other lines of coverage will not change.

Workers' Compensation Rates, Effective Jan. 1, 2017

- Overall premium rates will increase 3%.
- Volunteer firefighter rates will increase an additional 2%.

Premium Rates

The rate changes for the coming year don't necessarily mean your premiums will increase or decrease by that amount. In fact, some members' property/casualty premiums could still increase despite the rate decreases and some members' workers' compensation premiums could either decrease or increase by more than the indicated overall rate increase. That's because actual premiums are also affected by changes in city expenditures, property values, payrolls, experience rating, and other exposure measures.

2016-17 Rate Changes

LMCIT's rates are designed to fund projected losses (projected losses are based on claim experience in recent years) and expenses for the year, and a contingency margin is usually also incorporated to cover extra costs in case losses turn out to be more than what LMCIT projected. The idea behind building a margin into the rates is that it allows for rate stability from year to year – in the range of a few percent (either up or down) - rather than the much larger year-to-year premium rate changes that would be needed if LMCIT set lower rates with no contingency margin.

As is typically the case, a solid margin was included on property/casualty rates this year because losses are very volatile and unpredictable from year to year (especially with respect to property damage related to summer storms). In most years, some level of margin is built into the workers' compensation rates as well, albeit generally a much smaller margin compared to the property/casualty rates. This is because workers' compensation loss experience is generally much more predictable from year to year, but the Board of Trustees decided this year forego a margin in order to keep the rate increase as low as possible while remaining fiscally responsible.

Property/Casualty Rate Changes

Premium rates will change as indicated at right for property/casualty coverages renewing on or after Nov. 15, 2016.

For a member with a perfectly average mix of liability exposures, the average rate for liability coverage will remain flat, but specific rates within each liability class (as shown) will vary. The liability rate changes generally reflect changing loss patterns in recent years.

Rates for fixed property (buildings, contents, and property-in-the-open) will decrease by 4%. Equipment breakdown (an optional coverage)

rates are also being reduced 4%. These rate decreases are due in part to positive loss experience, but also reduced reinsurance costs which are being directly passed through to members.

Coverage	Rate Change
Average liability rates	0%
Per household rate (land use liability)	-5%
Per sewer connection rate (sewer backup liability)	-10%
Per police officer rate (police liability)	5%
Per employee rate (employment liability)	0%
Annual expenditure rate (all other liability)	5%
Property rates (buildings, contents, property-in-the open)	-4%
Mobile property rates (the actual effect will vary for individual members due to a change in the rating method)	-40% (average)
Equipment breakdown rates	-4%
All other coverage rates	0%

The rating method for mobile property is changing for the coming year. Mobile property premiums will now be based on the premium for fixed property. Most cities will see a decrease, but some will see a small increase. On average, rates for mobile property will be about 40% lower. This is part of a broader change in how mobile property will be covered. Under the new system, unless the member indicates otherwise, coverage will apply for all mobile property the member owns, subject to a \$100,000 per unit limit; and members will only need to schedule individual items for which more than \$100,000 of coverage is needed. For more information, go to www.lmc.org, select *Coverages* from the *Risk Management* tab then select the *Property/Casualty* link on the left panel.

Workers' Compensation Rate Changes

Members with renewals on or after Jan. 1, 2017 will see a 3% average increase in overall rate levels. One of the main reasons for this increase is because of rising medical costs, which account for nearly 60% of LMCIT's total workers' compensation loss costs. Rates for 2017 assume medical costs will increase at a rate of about 8% annually (it's been in this range for the past several years), which significantly outpaces the increase in wage levels. With the exception of volunteer firefighters, wage levels are what LMCIT uses to calculate premiums, and these levels are only increasing about 2-3% each year.

In addition to the overall 3% average increase, rates for volunteer firefighters will increase an additional 2%. This is because rates are based on the population volunteer firefighters serve, rather than wage levels. Because the rate base – population – doesn't increase with inflation like payrolls do, an additional adjustment is needed to keep volunteer firefighter rates from gradually falling behind the rates for other employee classes.



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League of Minnesota Cities Insurance Trust 2016-17 Coverage Changes

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees has approved several coverage changes for the upcoming underwriting year. Following is an outline of changes taking place for property/casualty coverages renewing on or after Nov. 15, 2016 and workers' compensation coverages renewing on or after Jan. 1, 2017. If you have questions, contact your underwriter at 651-281-1200 or 800-925-1122.

Auto Physical Damage Coverage

Joint Powers Entities

The auto physical damage coverage document has been amended to clarify which member's coverage applies if a city should loan, rent, or lease an auto to a joint powers entity of which the city is a member. The default arrangement going forward will be that coverage follows the entity who owns the vehicle unless the joint powers agreement specifies otherwise (members can work with their LMCIT underwriter to modify the coverage as needed).

Limited Replacement Cost Endorsement

As the default, LMCIT provides auto physical damage coverage on an actual cash value basis, but members can opt for replacement cost coverage for some autos upon request and at an additional premium charge (generally, replacement cost coverage is available for autos that are less than ten years old, but consideration may be given for older autos that have been well-maintained, overhauled, or updated as needed).

The terms of the former replacement cost endorsement provided for the smaller of: 1) the cost of repairing or replacing parts with like kind and quality without deduction for depreciation; 2) the cost of a new auto without deduction for depreciation; or 3) the limit scheduled in the endorsement. It did not specify when damage to an auto is considered to be a total loss – thus, it was difficult for claims staff and members to move past the first element of the loss valuation.

To remedy that problem, the revised endorsement sets a total loss threshold of 80% of the actual cash value of the auto. In a total loss situation (repairs are equal to or greater than 80% of the actual cash value), the terms of the new endorsement provide coverage for the smaller of: 1) 200% of the actual cash value of the auto; 2) the cost of an equivalent new auto without deduction for depreciation; or 3) the limit stated in the endorsement.

Crime Coverage

Electronic Crime

LMCIT provides standard crime coverage (coverage for loss of money resulting from theft by an outside party) with a limit of \$250,000 per occurrence. To ensure coverage applies for electronic theft,

For more information, see Section I.A of the LMCIT Information Memo, *Coverage for Cyber and Computer-Related Risk* at www.lmc.org.

Property Coverage

Buildings in the Course of Construction, Alteration, or Repair

The property coverage has been amended to provide automatic builders risk coverage for projects with an estimated total cost of less than \$3 million (previously it was \$2 million).

Mobile Property

LMCIT provides physical damage coverage for mobile property (e.g., lawnmowers, Zambonis, and firefighter turnout gear) as an extra cost option to property/casualty members. Beginning with the 2016-17 coverage year, the mobile property coverage will still be an optional feature, but coverage will now be provided on a blanket basis for all mobile property, subject to a \$100,000 limit per unit (previously it was \$25,000). LMCIT can increase the \$100,000 limit for individual high value units for an additional charge.

For more information, go to www.lmc.org, select *Coverages* from the *Risk Management* tab then select the *Property/Casualty* link on the left panel.

Property Errors Coverage

The property coverage provides a safety net for cases where members inadvertently fail to report and schedule buildings and property-in-the-open (e.g., a golf course). The coverage is subject to a limit of 90% of the loss or \$500,000 per occurrence, whichever is less. Wording has been clarified to explicitly exclude coverage for errors in the valuation or errors in the scheduled value of covered property. Additionally, because of the change made on mobile property for the coming year, this type of property no longer applies as a covered category under the property errors coverage.

Workers' Compensation Coverage

Fellow Employee Exposure

The employers' liability coverage (which is part of the workers' compensation coverage) provides liability coverage for claims arising out of an employee's work-related injuries that aren't covered under the workers' compensation system. LMCIT has clarified that fellow employees are considered covered parties if named solely in a suit.

Other Insurance or Self-insurance Clause

If a city and a joint powers entity both apply for an injury to a board member of the joint powers entity, the injury will be covered by the joint powers entity's coverage. This change is a minor clarification.



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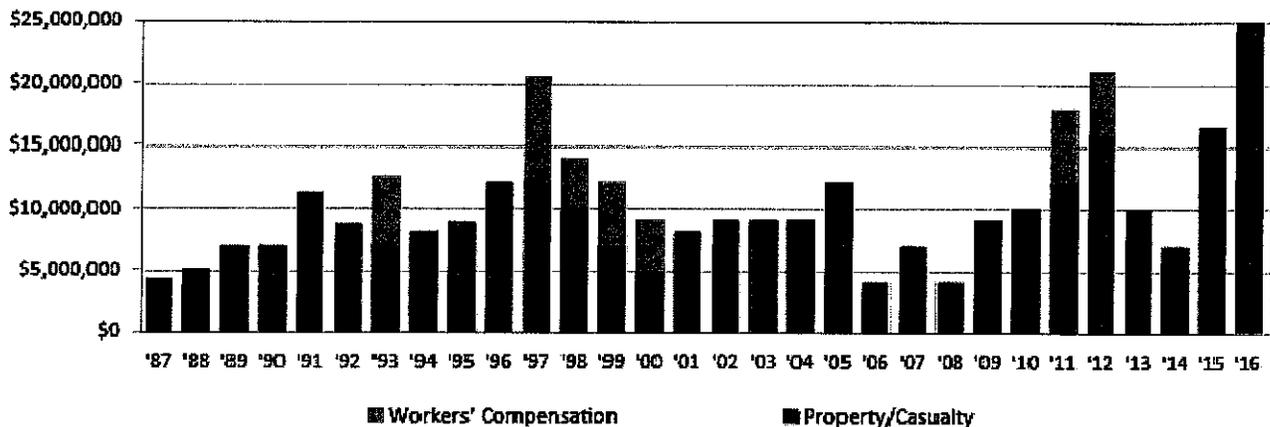
League of Minnesota Cities Insurance Trust 2016 Property/Casualty Dividend

The League of Minnesota Cities Insurance Trust (LMCIT) Board of Trustees is happy to announce the return of \$25 million to members of the property/casualty program for 2016. The dividend, along with a detailed explanation of the dividend formula and calculation, will be distributed mid-December to those who are property/casualty members as of Dec. 1, 2016. If you have questions, contact Laura Honeck, LMCIT Operations Manager, at 651-281-1280 or 800-925-1122.

Largest dividend in LMCIT history

Members of the property/casualty program will share in a \$25 million dividend this year, bringing the total amount of returned dividends since 1987 to \$320 million.

LMCIT Dividends \$320 Million Since 1987



Factors driving the 2016 dividend

This year's dividend amount is largely driven by three factors:

- After a thorough actuarial evaluation of projected loss costs, it was determined LMCIT could decrease its estimates for outstanding liabilities on old claims that were incurred before May 31, 2015. The decrease is due primarily to favorable claim development in recent years for property claims (fewer weather-related events) and liability claims (especially in the areas of land use and employment liability).

- The cost of new property, auto liability, and general liability (the most significant being liability for police, land use, and sewer backups) claims that were incurred after May 31, 2015, is less than what LMCIT projected when it set premium rates last year. That good experience is reflected in this year's dividend.
- For the past couple years LMCIT has been dealing with a large number of claims alleging violation of the Drivers' Privacy Protection Act (DPPA). Because there are so many of these claims and because they involve some complex legal issues, there's a lot of uncertainty about what these claims might ultimately cost. Because of this, LMCIT has been holding some additional funds as a hedge against what they might ultimately cost. However, some favorable court decisions and the fact that very few new DPPA claims have been submitted means that the uncertainty of these claims has lessened. This in turn means that LMCIT is now able to release some of the extra funds. When these claims are ultimately resolved, LMCIT hopes to be able to return the rest to cities too.

In any given year, the dividend amount is really looking at members' claim experience (and other factors) for past years, while the rates LMCIT sets is really looking at what it projects claim experience will be in the future. LMCIT sets rates with a cushion, or margin, to make sure it can cover losses even if they turn out to be more than projected. When loss experience is good, that cushion isn't needed and can be returned to members.

For 2016, members should be very proud of their continued dedication toward controlling expensive losses. The LMCIT Board weighs lots of factors when deciding how much dividend to return, all while ensuring LMCIT remains fiscally responsible to its members. Members will receive a check for their share of the \$25 million dividend mid-December.



Protecting, maintaining and improving the health of all Minnesotans

November 21, 2016

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

Dear Council Members:

**SUBJECT: Sanitary Survey Report for Benson Public Water System (PWS), Swift County,
PWSID 1760008**

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards. Gary Searcy and Dan Gens were present during this inspection.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 320/223-7330.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim A. Larsen". The signature is fluid and cursive, written over a white background.

Kim Larsen, P.E.
Drinking Water Protection
Midtown Square
3333 West Division Street, Suite 212
St. Cloud, Minnesota 56301-4557

KL
Enclosures



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Benson**
PWSID: **1760008**
System Contact: **Gary Searcy**

Survey Date: **11/16/2016**
Surveyor: **Kim Larsen, P.E.**
PWS Type: **Community**

Requirements and Recommendations

Water Source

As a reminder, it is required that a well used for public water supply be located according to distances specified in Minn. Rules 4725.4450 and 4725.5850

Pumps/Pump Facilities and Controls

No deficiencies observed.

Treatment

The chemical feed tanks are required to be equipped with a tight fitting lid that is closed except during filling. [Minn. Rules 4720.3960]

Changes in treatment are required to be approved by the Minnesota Department of Health before they are implemented. [Minn. Rules 4720.0010]

Water Storage

It is recommended that all water storage structures be inspected externally on a seasonal basis to assess and repair environmental damage and verify integrity of vents and screens. A written maintenance program should include periodic internal inspection and cleaning. Operating procedures addressing minimum and maximum water levels and target turnover rates should be in place. [AWWA Standards Distribution Systems Operation and Management, Sec. 4.3]

It is recommended that all water storage tanks be inspected internally on at least an annual basis. Maintain a chlorine residual in the elevated storage at all times. Chlorine residuals measured during this inspection are included in this report.

Distribution

It is recommended that a valve exercising and replacement program be initiated to ensure valves are in working condition. This will minimize sanitary hazards and inconvenience to the customer when working on the distribution system. [AWWA Standards Distribution Systems Operation and Management, Section 4]

It is recommended that dead end plumbing lines be eliminated to prevent stagnant water from deteriorating and negatively impacting drinking water quality. [Recommended Standards for Water Works 8.0]



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Benson**
PWSID: **1760008**
System Contact: **Gary Searcy**

Survey Date: **11/16/2016**
Surveyor: **Kim Larsen, P.E.**
PWS Type: **Community**

Requirements and Recommendations

Monitoring/Reporting Data Verification

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results - 5 years
- b. Chlorine residual results - 5 years
- c. Chemical results - 10 years
- d. Sanitary survey reports - 10 years
- e. All lead and copper materials - 12 years
- f. Consumer confidence reports - 3 years
- g. Public Notices - 3 years
- h. Fluoride quarterly results and monthly reports - 1 year
- i. Turbidity results - 3 years

[Minn. Rules 4720.0350]

Water System Management/Operation

As a reminder, engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.

It is recommended that a comprehensive program of cross-connection surveillance be instituted to protect the water supply. This includes:

- a. The detection and correction of cross-connections to unsafe water supplies.
- b. The education of the public on the dangers of cross-connections.
- c. The installation of vacuum breakers on all threaded hose bibbs in new and old buildings.
- d. The replacement of defective plumbing in older buildings.
- e. Periodic cross-connection inspections of potentially hazardous industries and commercial establishments.
- f. The education of the employees on the dangers of cross-connections.



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Benson**
PWSID: **1760008**
System Contact: **Gary Searcy**

Survey Date: **11/16/2016**
Surveyor: **Kim Larsen, P.E.**
PWS Type: **Community**

Requirements and Recommendations

Operator Compliance with State Requirements

The certified operators are required to qualify themselves by attending waterworks operators training seminars offered throughout the state. Continuing education is valuable experience for anyone engaged in this field. The required contact hours in the previous 3 years for certification renewal are:

- Class A 32 contact hours
 - Class B 24 contact hours
 - Class C 16 contact hours
 - Class D 8 contact hours
 - Class E 4 contact hours
- [Minn. Rules 9400.1200]



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report**



System Name: Benson	Survey Date: 11/16/2016
PWSID: 1760008	Surveyor: Kim Larsen, P.E.
System Contact: Gary Searcy	PWS Type: Community

Well #33

Unique Well No.: 00785663	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 500
Status: Active	Pumping Rate (gpm): 375
Availability: Primary	Emergency Capacity: 500 Gallons per Minute
Year Constructed: 2011	Static Depth (ft): 17
Well Depth (ft): 161	Drawdown (ft): 50
Casing Depth (ft): 123	Pump Type: Submersible VFD
Casing Diameter (in): 18	Vulnerable: Yes
Screen Length (ft): 38	
Aquifer: Quaternary Buried Artesian Aquif	

Treatment Information

TREATMENT PLANT #2

Type: Treatment Plant	Source Water: Groundwater
Status: Active	Design Capacity: 1,200 Gallons per Minute
Availability: Primary	Emergency Capacity: 1,200 Gallons per Minute
	Operating Rate: 775 Gallons per Minute

Treatment Objective

Corrosion control - Lead/Copper
Disinfection
Fluoride (Z)
Iron/Manganese Removal

Treatment Process Mechanism

Stabilization/Inhibitors/Zinc orthophosphate
Chlorine/Gas
Fluoridation/Hydrofluosilicic acid
Aeration/Induced Draft
Detention (chemical reaction time)
Filtration (Gravity)/Anthracite/Sand
Oxidation - chemical/Sodium permanganate
Backwash recycle

Other

Specific Treatment Notes: Stopped adding polyphos 3/16. Started adding orthophos 8/16.

Storage Information

Elevated 500000

Type: Storage-Elevated	Capacity: 500,000 Gallons
Status: Active	Availability: Primary
	Chlorination: <input type="checkbox"/>



**MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report**



System Name: Benson	Survey Date: 11/16/2016
PWSID: 1760008	Surveyor: Kim Larsen, P.E.
System Contact: Gary Searcy	PWS Type: Community

Bacteriological Sample Site Plan

Distribution

<u>Sample Site ID</u>	<u>Sample Location</u>	<u>Status</u>	<u>Notes</u>
	200 22nd Street South	Active	
	201 13th Street South	Active	
	1720 Nevada Avenue	Active	
	1540 Kansas Avenue	Active	
	Nevada Avenue & 8th Street	Active	
	201 Minnesota Avenue	Active	
	1331 Minnesota Avenue	Active	
	1020 Atlantic Avenue	Active	



W
11/28/16

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

November 21, 2016

Robert James Wolfington, Jr.
Benson Municipal Utilities
1410 Kansas Ave
Benson, MN 56215

RE: Official Notice of January 2, 2017, S-1 Rates

Dear Robert James Wolfington, Jr.:

Rate Schedules B and C to the S-1 Power Sale Agreement between Missouri River Energy Services (MRES), Western Minnesota Municipal Power Agency, and your utility, as amended and restated effective January 2, 2017 (S-1 Agreement), are enclosed. Schedule B includes power supply rates for all members, and Schedule C reflects transmission rates for the various transmission groups.

The power supply rates in Schedule B for 2017 increased approximately three percent compared to the 2016 rates. The average power supply rate for all members is projected to be approximately 5.9 cents per kilowatt-hour (kWh) in 2017 compared to the projected 5.8 cent average rate for 2016. The average power supply rate for your utility will depend on the seasonal and annual load factor of your utility.

The power supply rates effective January 2, 2017, and the current rates are:

	<u>Rates effective 01/02/2017</u>	<u>Current Rates</u>
Power Supply Rates:		
Supplemental Power Demand during June, July, and August (per kilowatt (kW))	\$21.00	\$20.75
Supplemental Power Demand during January, February, and December (per kW)	\$16.00	\$15.75
Supplemental Power Demand during all other months (per kW)	\$10.50	\$ 9.75
Midcontinent Independent System Operator, Inc. Capacity Rate (per kW)	\$ 0.32	\$ 0.00
Energy for Supplemental Power (mills per kWh)	31.5	30.5
Production Cost Adjustment Base (mills per kWh)	30.0	30.0
Green Energy Rate (mills per kWh)	49.5	N/A

The attached Schedule B also includes the standby rate for retail customer-owned generation. The standby rates are unchanged from 2016. Any member that has a retail customer with a generator in excess of five

Megawatts should review Schedule B to determine whether to nominate any portion of the retail generation for the nominated standby demand rate.

Your community will pay the transmission rate for the Northern Cities Group (NCG) in the enclosed Schedule C. The NCG transmission rate is unchanged from 2016.

The rates for all MRES transmission groups effective January 2, 2017, and the current rates are:

	<u>Rates effective</u> <u>01/02/2017</u>	<u>Current</u> <u>Rates</u>
Transmission Rates:		
MidAmerican Group Transmission Rate (per kW for all demand)	\$ 3.25	\$ 3.05
NCG Transmission Rate (per kW for all demand based on a 90 percent ratchet)	\$ 4.75	\$ 4.75
Split Rock Group Transmission Rate (per kW for all demand)	\$ 10.78	\$ 11.33
Upper Missouri Zone Group Transmission Rate (per kW for MRES demand)	\$ 6.20	\$ 4.60
Xcel Group Transmission Rate (per kW for all demand)	\$ 6.22	\$ 6.61

The attached Schedules B and C fulfill the requirements of Section 7 of the S-1 Agreement, and supersedes any previously issued rate schedules

If you have any questions about this rate increase, please call Merlin Sawyer at 800-678-4042.

Sincerely,



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

Enclosures

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

**SCHEDULE B
S-1 SUPPLEMENTAL POWER RATES**

1. APPLICABILITY

This Schedule B is applicable to the purchase of Supplemental Power by any Municipality pursuant to the terms of the Power Sale Agreement (S-1 Agreement) with Missouri River Energy Services (MRES). This Schedule B is also applicable to the purchase of the Power Requirements pursuant to the terms of the Pella Power Sale Agreement and the purchase of the Contract Quantity pursuant to the terms of the HUC Power Sale Agreement, collectively "Other Power Sale Agreements". The term Power Supply in this Schedule B includes all power and energy subject to this rate schedule, pursuant to the various power sale agreements identified in this Section. All capitalized terms shall have the meaning defined in the S-1 Agreement, unless otherwise provided in this Schedule B.

2. CHARACTER OF SERVICE

Electric power and energy furnished under this Schedule B shall be alternating current, 60 hertz, three-phase.

3. MONTHLY RATES FOR POWER SUPPLY

For electric power and energy furnished under the S-1 Agreement and Other Power Sale Agreements subject to this rate schedule, the monthly charges shall be determined as follows:

Demand Rate:

- a. Summer Season (June, July, and August): \$21.00 per kilowatt (kW) of Demand as determined in Section 7 below.
- b. Winter Season (January, February, and December): \$16.00 per kW of Demand as determined in Section 7 below.
- c. All Other Months (March, April, May, September, October, and November): \$10.50 per kW of Demand as determined in Section 7 below.

MISO Member Capacity Rate:

\$0.32 per kW. This rate will be charged to the metered demand as determined in Section 7 below for each Municipality in the MISO footprint, except for Cavalier and Northwood, North Dakota.

Energy Rate:

\$0.0315 per Kilowatt-hour (kWh) as determined in Section 9 below.

Green Energy Rate

If Municipality is purchasing Green Energy pursuant to Section 3(a)(ii) of the S-1 Agreement or pursuant to the terms of any Other Power Sale Agreement with a Green Energy option, MRES shall charge for Green Energy at the following rate:

\$0.0495 per kWh.

The applicable Demand Rate identified in this Section 3, above, also applies to Green Energy.

RiverWindsSM Program

MRES shall impose an additional charge of \$1.50 for each 100 kWh block sold to any Municipality under the optional RiverWinds Program.

4. POWER COST ADJUSTMENT

The base variable production and purchased power cost (VC) included in the Energy Rate is \$0.030 per kWh. Six-Month VC (SMVC), for the purposes of this Section, is defined as the actual average VC of energy produced and purchased by MRES for the preceding six-month period. If the SMVC is greater than \$0.032, MRES shall charge Municipality an amount equal to the product of the SMVC less \$0.032, multiplied by the number of kWh for the most recent month.

The VC for purposes of this adjustment shall include, as determined by MRES:

- a. The variable production costs of the generating plants owned by Western Minnesota to meet MRES Power Supply obligations to Members under the S-1 Agreement and Other Power Sale Agreements; and
- b. The cost of power and energy purchased by MRES or Western Minnesota from other power suppliers or markets to meet Member Power Supply needs.

5. MEMBER-OWNED RENEWABLE RESOURCE GENERATION

If MRES has executed a Member Renewable Resource Agreement with Municipality requiring MRES to purchase the output from Municipality's renewable resource generator(s) and to resell the output to Municipality under the S-1 Agreement or Other Power Sale Agreement as part of Municipality's Power Supply, the charges for that generation shall be based on the rates established in the Member Renewable Resource Agreement.

6. RETAIL CUSTOMER-OWNED GENERATION

Standby Rates:

- a. **Applicability:** This rate is available and applicable to each Municipality which has a retail customer with internal generation from a generating unit exceeding five Megawatts (MW). If a Municipality has a retail customer with internal generation from a unit exceeding five MW, such generation shall be separately metered. Municipality is responsible for installing and maintaining all such metering equipment.
- b. **Standby Demand:** If a Municipality so chooses, it may nominate, in writing to MRES, all or a portion of the qualifying retail generation for the Nominated Standby Demand Rate (as defined further in this Section, below). In such event, MRES shall charge Municipality the product of the amount of generation nominated multiplied by the Nominated Standby Demand Rate, on a monthly basis. Municipality may make such nomination at or before the time the generation of the retail customer goes on-line. Subsequently, Municipality is allowed to nominate or change its nomination one time each year by providing written notice of any such action no later than November 30 for the following year. If notice is properly given, any changes to the nomination will be effective on December 31, hour ending 24:00; *provided however* that if a nomination change is made during an Excess Standby Demand Rate period as described in this Section 6 below, the revised nomination shall not take effect until the expiration of the Excess Standby Demand Rate period.

If the generation of a retail customer's internal generating unit exceeding five MW is not in service, whether planned or unplanned (Out-of-Service Event), MRES shall charge Municipality the following demand charge to replace such customer's generation measured as of the time of Municipality's peak supplemental demand:

- (i) If Municipality nominated internal customer generation as described above, and such nomination level exceeds the demand required as a result of the Out-of-Service Event, MRES shall not charge Municipality for any amount in addition to the Nominated Standby Demand Rate.

- (ii) If Municipality elected not to nominate internal customer generation, or nominated an amount less than the demand required due to the Out-of-Service Event, MRES shall charge Municipality the Excess Standby Demand Rate (as defined further below in this Section 6) on demand exceeding the nominated generation or, if Municipality made no nomination of generation, on all demand for the month of the Out-of-Service Event and each of the succeeding 11 months (the Excess Standby Demand Rate period).

Nominated Standby Demand Rate: \$5 per kW-month. This rate shall be multiplied by the amount of retail customer qualifying generation nominated by Municipality.

Excess Standby Demand Rate: The rate shall be the Power Supply demand rate in effect under Section 3 for the month of the Out-of-Service Event. MRES will assess a charge based on the product of the Power Supply Demand Rate multiplied by the retail customer monthly 30 minute coincident peak to the member monthly system 30 minute peak. If there is another Out-of-Service Event during the Excess Standby Demand Rate period, MRES shall charge Municipality the higher of the Excess Standby Demand Rate applicable to the initial Out-of-Service Event and the Excess Standby Demand Rate applicable to the subsequent Out-of-Service Event.

Each retail generation Out-of-Service Event begins a new 12 month Excess Standby Demand Rate period, commencing the month of the Out-of-Service Event.

- c. Standby Energy: The Standby Energy Rate shall be the higher of the energy rate under Sections 3 and 4 of this rate schedule or 125 percent of the day-ahead Locational Marginal Price on the dates of such purchases. MRES shall charge for energy purchased by Municipality during an Out-of-Service Event to replace retail customer generation meeting the applicability requirements of this Section 6 times the Standby Energy Rate.

Other Retail Customer Generation Rates:

If MRES incurs a transmission charge from MISO or SPP for generation of any retail customer (irrespective of size) of a Municipality, and Municipality has not been charged the Excess Standby Demand Rate, MRES shall charge Municipality the cost incurred by MRES from MISO or SPP for that retail customer generation.

7. TAX ADJUSTMENT CLAUSE

In the event that any lawful authority imposes on MRES any tax, or charge for payment in lieu of tax, on the production, transmission, or sale of electric power and energy sold by MRES, MRES may charge the Municipality the cost incurred for its share of such tax or payment in lieu thereof.

8. LATE PAYMENT CHARGE

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

9. BILLING MEASUREMENT

The metered demand in kW shall be the highest 30-minute integrated demand (or corrected to a 30-minute basis in the event 15-minute demand registers are installed) measured during the billing period (with meter reading adjustments, if any, as provided for in Schedule A of the S-1 Agreement or any Other Power Sale Agreement subject to this rate schedule). The billing measurements for Power Supply shall be determined as follows:

- a. S-1 Agreement:

Demand = TD-WD
Energy = TE-WE

TD –The total demand for the current billing period determined on a basis in accordance with the contract in effect between Municipality and Western Area Power Administration (WAPA) pursuant to which WAPA sells the Municipality electric power and energy (WAPA Power).

TE –The total energy delivered during the billing period determined on a basis in accordance with the WAPA Power.

WD –The amount of demand delivered to Municipality by WAPA for the current billing period.

WE –The amount of energy delivered to Municipality by WAPA for the current billing period.

b. Other Power Sale Agreements

Pella Power Sale Agreement: The maximum amount of all power, energy, and related products and services required by Municipality to meet the needs of all of its consumers.

HUC Power Sales Agreement: The Contract Quantity as established in such agreement.

c. Losses - Losses of 3.2 percent shall be added to all demand and energy to reflect market losses. These losses are in addition to any losses charged by a third party transmission provider, if applicable.

10. BILLING PERIOD

The MRES billing period shall be established to coincide with the meter reading schedules of WAPA for all services provided pursuant to the S-1 Agreement, and shall be established by MRES, Municipality, and third party transmission provider, if necessary, for Other Power Sale Agreements.

Effective: The second day of the January 2017 billing period.

Approved November 10, 2016: Board of Directors
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

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

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

**SCHEDULE C
S-1 TRANSMISSION RATES**

1. APPLICABILITY

This Schedule C is applicable to Transmission Service provided by Missouri River Energy Services (MRES) pursuant to the terms of the Power Sale Agreement (S-1 Agreement) and Pella Power Sale Agreement (Pella Agreement). MRES shall charge for Transmission Service based on the costs incurred by MRES from MISO or SPP, or others, for providing Transmission Service to the Point of Delivery at or over those transmission facilities to which Municipality is interconnected. The transmission facilities to which the various Municipalities are interconnected shall be referred to as Transmission Service Groups, as follows:

- a. MidAmerican Group, includes the Municipality listed on page 3c of this Schedule C;
- b. Northern Cities Group, includes the 12 Municipalities listed on page 3c of this Schedule C;
- c. Split Rock Group, includes the five Municipalities listed on page 3c of this Schedule C;
- d. Upper Missouri Zone Group, includes the 35 Municipalities listed on page 3c of this Schedule C; and
- e. Xcel Group, includes the five Municipalities listed on page 3c of this Schedule C.

All capitalized terms shall have the meaning defined in the S-1 Agreement, unless otherwise provided in this Schedule C.

2. CHARACTER OF SERVICE

Transmission Service furnished or made available under this Schedule C shall be that service at Points of Delivery shown on Schedule A for three-phase, 60-hertz alternating current at the voltages shown.

3. MONTHLY RATE

For Transmission Service furnished or made available pursuant to Section 6 of the S-1 Agreement, or the Pella Agreement, MRES shall charge each Municipality for all costs incurred by MRES which may be required to effect Transmission Service, including those costs and charges included in Section 6 and Section 7 of the S-1 Agreement, or the Pella Agreement, and all costs and charges under provisions of any Tariff of MISO or SPP (as such Tariffs may be supplemented or amended by MISO or SPP or their respective successor), pursuant to which MRES has acquired transmission capacity or service for the purpose of supplying Transmission Service to Municipality. The rates for each Transmission Service Group shall be as follows:

- a. MidAmerican Group: The monthly demand rate shall be \$3.25 per kilowatt (kW). This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- b. Northern Cities Group: The monthly demand rate shall be \$4.75 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- c. Split Rock Group: The monthly demand rate shall be \$10.78 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.
- d. Upper Missouri Zone Group: The monthly demand rate shall be \$6.20 per kW. This rate will be multiplied by Municipality's Billing Demand as determined in Section 7 below.
- e. Xcel Group: The monthly demand rate shall be \$6.22 per kW. This rate will be multiplied by Municipality's Monthly Peak Demand as determined in Section 7 below.

4. TRANSMISSION COST ADJUSTMENT (TCA)

MRES shall adjust the charges to Municipality monthly based on the difference between the total charges based on the Monthly Rates in Section 3, above, and the actual costs incurred by MRES for Transmission Service provided to Municipality. This adjustment shall not be made to Municipalities in the Northern Cities Group. Reserves accumulated by the Northern Cities Group will absorb the variances between costs incurred and the rate charged until such time as these reserves are exhausted, which is not expected to occur in 2017.

5. TAX ADJUSTMENT CLAUSE

In the event any lawful authority imposes on MRES any tax, or charge for payment in lieu of tax, on the production, transmission, or sale of electric power and energy sold by MRES, MRES may charge the Municipality the costs incurred for its share of such tax or payment in lieu thereof.

6. LATE PAYMENT CHARGE

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

7. BILLING MEASUREMENT

For the MidAmerican Group, Northern Cities Group, Split Rock Group, and Xcel Group, the Monthly Peak Demand in kW shall be the highest 30-minute integrated demand for Municipality's total electric requirements measured during the billing period. When electricity is measured at more than one Point of Measurement, the total demand shall be the sum of the maximum recorded integrated demand at each Point of Measurement during the same 30-minute interval.

For the Upper Missouri Zone Group, the Billing Demand for each month shall be the monthly average of the demand purchases by Municipality from MRES for the preceding calendar year, calculated by taking the total demand purchases of Municipality for the preceding year (in kW) and dividing this sum by 12 months.

8. BILLING PERIOD

The MRES billing period shall be established to coincide with the meter reading schedules of WAPA for all services provided pursuant to the S-1 Agreement, and shall be established by MRES, Municipality, and third party transmission provider, if necessary, for the Pella Agreement.

Effective: The second day of the January 2017 billing period.

Approved November 10, 2016: Board of Directors
Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

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

Municipalities taking service under Schedule C are:

Upper Missouri Zone Group:

Alton, Iowa
Denison, Iowa
Hartley, Iowa
Hawarden, Iowa
Kimballton, Iowa
Lake Park, Iowa
Manilla, Iowa
Orange City, Iowa
Paulina, Iowa
Primghar, Iowa
Remsen, Iowa
Rock Rapids, Iowa
Sanborn, Iowa
Shelby, Iowa
Sioux Center, Iowa
Woodbine, Iowa
Luverne, Minnesota
Madison, Minnesota
Moorhead, Minnesota
Cavalier, North Dakota
Lakota, North Dakota
Northwood, North Dakota
Riverdale, North Dakota
Valley City, North Dakota
Beresford, South Dakota
Brookings, South Dakota
Burke, South Dakota
Faith, South Dakota
Fort Pierre, South Dakota
Flandreau, South Dakota
Pickstown, South Dakota
Pierre, South Dakota
Vermillion, South Dakota
Watertown, South Dakota
Winner, South Dakota

Northern Cities Group:

Alexandria, Minnesota
Barnesville, Minnesota
Benson, Minnesota
Breckenridge, Minnesota
Detroit Lakes, Minnesota
Elbow Lake, Minnesota
Henning, Minnesota
Lake Park, Minnesota
Ortonville, Minnesota
Staples, Minnesota
Wadena, Minnesota
Big Stone City, South Dakota

Split Rock Group:

Adrian, Minnesota
Jackson, Minnesota
Lakefield, Minnesota
Westbrook, Minnesota
Worthington, Minnesota

Xcel Group:

Marshall, Minnesota
Melrose, Minnesota
Saint James, Minnesota
Sauk Centre, Minnesota
Hillsboro, North Dakota

MidAmerican Group:

Pella, Iowa



Benson Public Schools

ISD #777

1400 Montana Avenue, Benson, MN 56215

Phone: 320.843.2710 • Fax: 320.843.2262

www.benson.k12.mn.us

"Exceptional Opportunities for Every Student's Success"

November 29, 2016

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

Dear Rob and Benson City Council:

On behalf of the Benson Public School Board, thank you for taking the time to meet together and discuss the specific needs of each entity. It is clear from the meeting that both governing bodies want to find ways to improve our community through the different projects presented.

While there are not specific facility projects to collaborate on at this time, we welcome an open dialogue for potential future interests. At the same time, Benson Schools values the numerous partnerships with the city currently in place and look forward to continuing these share activities.

All the best on your facility and infrastructure improvement process as you move forward with plans. We live in a wonderful community and we all want that to continue.

On behalf of the Benson School Board,

Dennis Laumeyer
Superintendent

November 21, 2016

W
11/28/16

Mr. Rob Wolfington
City of Benson
1410 Kansas Ave
Benson, MN 56215

RE: Electric Rate Study Proposal

Dear Rob:

Missouri River Energy Services (MRES) is pleased to submit this proposal to Benson for a retail electric rate study. This will be an update to the rate study completed in 2009. It will contain all of the same major elements as the prior study and will build on that information, while considering current financial and billing data.

This study will accomplish the following:

- Determine whether rates will provide sufficient cash flows to cover operating expenses and capital improvements
- Evaluate cash reserve levels
- Evaluate the costs of serving each customer class
- Propose rates that reflect the fixed costs of providing service and prepare for additional distributed generation in the future
- Compare Benson's rates to other area utilities

MRES proposes to perform the study in accordance with the enclosed Scope of Services, which outlines the study process. **MRES will charge Benson a fee of \$8,500 for this service. This fee is 50 percent of the total cost of \$17,000 to complete the study.** MRES will pay for half of the cost of electric rate studies performed for its members, consistent with the policy established by its Board of Directors.

MRES proposes to begin your study in the first quarter of 2017. Prior to the initial visit, Benson staff will receive a Data Request, which details the information required to begin the study. It is estimated that the study will be completed approximately four months after the data is received. However, this time estimate could change based on the issues that are encountered and the financial needs of Benson.

I have enclosed two originals of the Scope of Services. If Benson agrees with the foregoing, please sign on page 5, Scope of Services, and return one copy to me at MRES. If you have any questions, please call me at (800) 678-4042.

MRES would appreciate the opportunity to perform this rate study for Benson.

Sincerely,

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

Tim Miller
Manager, Financial Analysis and Rates

Enclosures

A. Project Description: Electric Rate Study

The City of Benson (Minnesota) (Electric Utility) is seeking an electric cost-of-service and rate design study (Electric Rate Study). Missouri River Energy Services (MRES) is proposing to provide such consultative services to Benson. The major tasks involved in this Electric Rate Study will include the review of historical operating results, development of a power and energy sales forecast, development of a power and energy cost forecast, development of forecasted operating results, analysis of the cost to serve each customer class, determination of necessary rate adjustments, design of new rates, and bill comparisons to other utilities. The proposed five-year study period (Study Period) for this project is 2017 through 2021.

The specific services to be provided by MRES to conduct the Electric Rate Study are more particularly identified in paragraph B, Scope of Services.

B. Scope of Services

The following tasks identify the Services that MRES will perform in accordance with this Electric Rate Study.

1) Data Requests

Data Requests encompass the request of information from the Electric Utility necessary to develop a projection of revenue requirements, allocation factors, cost-of-service, and rate design analysis.

- a) Data Request. The data collection process will be initiated in the form of a letter to the Electric Utility staff summarizing the data that MRES will need to review. This letter will allow the Electric Utility staff to begin locating and compiling the necessary data to move the study along smoothly.
- b) Revenue Requirements. Development of the revenue requirements will include review of annual historical and budgeted operating expenses, anticipated additions to the system, and any other financial obligations of the Electric Utility, such as free services and transfers to the City. The data to be provided by the Electric Utility and reviewed by MRES shall cover the most recent four years and the current budget year. The Test Year is based on a future year during the study period.
- c) Allocation Data. The data required to complete the study includes monthly billing and accounting data related to retail electric operation, monthly demand (kW) by class for demand billed customers, monthly energy sales (kWh) by class, monthly demand and energy for larger commercial and industrial customers (for the past couple years), and number, size, and type of customers for each rate class.

d) **Data Review.** MRES will review the information collected as a result of the data request. Typically, adjustments will need to be made to operating expenses that have fluctuated to reflect annualized Test Year levels. Additionally, during this period, any one-time expenses or large, non-recurring expenses should be adjusted to reflect normal operations. The adjusted revenue requirements should also account for any reasonably identifiable planned construction costs, improvements, or extensions to the electric system.

2) **Project Future Electric Requirements**

MRES will analyze the Electric Utility's historical sales and customer statistics and the most recent load forecast for the Electric Utility and will project annual electric requirements and retail sales for the five-year Study Period. The estimates will take into account any recent or anticipated changes in customer service characteristics identified by the Electric Utility. In addition, estimated sales during the Study Period will be developed for each customer classification.

3) **Estimate Revenue Requirements**

MRES will evaluate the Electric Utility's historical operating results and prepare an estimate of annual revenue requirements for each year of the Study Period. Estimated revenue requirements will include purchased power expenses, transmission costs, distribution system costs, customer accounting, administrative and general expenses, investment income (as a credit), an allowance for capital improvements and additions or for rate of return, and other pertinent expenses. Estimated purchased power expenses will be based on the future electric requirements projected as part of Task 2 and on any expected changes in wholesale power rates.

4) **Estimate Revenues**

Based on the Electric Utility's existing rates and estimated sales developed in Task 2, MRES will estimate annual revenues, by customer classification, for each year of the Study Period.

5) **Estimate Operating Results**

Based on estimated revenues and revenue requirements developed above, MRES will prepare a summary of annual operating results for each year of the Study Period. This summary will include a determination of the revenue adjustments, if any, required during the Study Period in order to meet annual revenue requirements or to provide a rate of return sufficient to ensure a greater degree of financial stability for the Electric Utility.

6) **Classify Costs**

Using embedded costs, MRES will analyze Test Year revenue requirements and classify to demand, energy, customer, metering, administrative and general, or direct assignment cost components. Before classifying Test Year revenue requirements to individual cost components, each expense item will be evaluated to determine what, if any, adjustments may be required to ensure an appropriate analysis of the near-term costs of providing service to the Electric Utility's customers.

7) **Develop Allocation Factors**

MRES will analyze the service characteristics of the Electric Utility's customers and develop appropriate factors for allocating Test Year revenue requirements to individual customer classifications.

8) Allocate Costs

Based on classified revenue requirements and class allocation factors, MRES will calculate the allocated cost of serving each customer classification. The result is an estimate of the revenue requirements by class linked to the aggregate usage and operating expenses of the entire system.

9) Compare Cost-of-Service to Revenues Under Existing Rates

MRES will compare the allocated cost-of-service with actual Test Year revenues under existing rates and calculate the percentage adjustment, if any, required in the annual revenue recovery in each customer classification in order to meet the allocated cost of providing service.

10) Initial Meeting and Data Review

MRES will meet with representatives of the Electric Utility at its office to review the initial findings of MRES and to identify what, if any, changes to existing retail electric rates may be recommended for implementation.

11) Design Rate Alternatives

Based on the results of the above meeting, MRES will design proposed new rates for each customer classification, including new and modified classes as necessary. MRES will identify changes that may enhance the Electric Utility's financial integrity and recover costs in a more equitable manner. MRES will prepare graphical comparisons of monthly bills under existing and proposed rates at various usage levels in each rate classification. MRES will also provide an analysis of the rate impacts on most or all of the individual large commercial and industrial customers.

12) Comparisons to Other Utility Rates

A comparison will be provided between the Electric Utility's existing and proposed rates and the rates of up to ten utilities including investor-owned utilities, cooperatives, and municipal utilities. The comparisons will include tables showing the rate designs as well as comparison graphs that show the rate levels at typical monthly usages for the major rate classes.

13) Prepare Preliminary Report

MRES will prepare a written report describing the analyses undertaken in the study, including the development of future revenue requirements, cost allocation, proposed rates, and comparison of existing and proposed rates. Estimated operating results at proposed rates will be included. MRES will present copies of this preliminary report to the Electric Utility for review and comment.

14) Submit Final Report

Based on comments received from the Electric Utility staff, MRES will finalize the report and submit copies to the Electric Utility and the governing board.

15) Present Findings to the Governing Board

MRES will meet with representatives of the Electric Utility and the governing board to answer any questions regarding the study.

C. Schedule and Data Requests

MRES will commence its obligations to provide the Services to the Electric Utility in the first quarter of 2017. It is estimated that the study will be completed approximately four months after the data is received; however, this time estimate could change based on the issues that are encountered and the financial needs of Benson. The ability of MRES to perform the Services is dependent upon the cooperation of Benson and the timely response to MRES data requests. MRES will rely on this information in the performance of the study. Because of this reliance, it is essential that the Data Requests be completed with accurate information. As the study proceeds, additional information may be requested.

D. Compensation

MRES will provide the Services at a fee of \$8,500. This fee is 50 percent of the total cost of \$17,000 to complete the study. MRES will pay for half of the cost of electric rate studies performed for its members, consistent with the policy established by its Board of Directors. MRES will send an invoice for the above fee when all tasks are completed.

E. Standard of Care

Although MRES cannot guarantee the results of any recommendations made, MRES will use its best efforts to provide accurate and relevant information. The standard of care applicable to this service is the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. MRES is not liable for any damages resulting from services performed, except to the extent that it has not exercised reasonable due care in performing the study. The final responsibility for local policy decisions rests with the staff and governing board of Benson.

F. Privacy and Security of Information

Upon disclosing any non-public and confidential information, as defined by applicable law, in response to an MRES data request, the Electric Utility must designate in writing the information as confidential, using the phrase "Confidential, Subject to Restricted Access and Disclosure," or similar words. MRES may not disclose such information to any third party, except as required by law, by a specific written agreement between the Electric Utility and MRES and/or the subject of the information, or as otherwise provided in this Section. In the event MRES receives a request for disclosure of the confidential information and, in the opinion of MRES legal counsel, disclosure is required by law, then, MRES must immediately inform the Electric Utility prior to making any such disclosure. MRES will cooperate to enable the Electric Utility, or other affected entities, if they so desire, to obtain a protective order or other reliable assurance that confidential treatment will be maintained consistent with applicable law. MRES agrees to defend, indemnify, and hold harmless the Electric Utility and their officials, officers, agents, employees, and volunteers from and against any claims resulting from the unauthorized and unlawful disclosure and/or use of data by MRES in violation of the terms of this Section. The terms of this Section will survive the cancellation or termination of the Services provided by MRES in the performance of the study for a term as provided by law or, in the absence of a specific law, as provided by records management policies of MRES and the Electric Utility.

ACCEPTED

CITY OF BENSON

By: _____

Title: _____

Date: _____



MISSOURI RIVER ENERGY SERVICES

By: Tim Miller
Tim Miller, as its
Manager, Financial Analysis & Rates

Date: 11-21-16



**RESOLUTION SETTING ASSESSMENTS FOR WATER AND
SEWER SERVICES RENDERED BY THE CITY OF
BENSON, MINNESOTA FOR 2015 PAYABLE 2016
(RESOLUTION NO. 2016-__)**

BE IT RESOLVED, by the Benson City Council that pursuant to Minnesota Statutes Chapter 444 that the assessment roll for 2016 Sewer and Water Bills as prepared by the City Manager is hereby approved and made a part therefore; and,

BE IT FURTHER RESOLVED that the assessments hereinafter noted shall be submitted to the County Auditor on or before December 12, 2016 and placed on the tax roll for collection with the taxes collectable in 2017.

Account Number, Name & Address	Legal Description & Parcel No.	Sewer	Water	Totals
104-0055-00-01 708 11 th St. N Orlen Pangrac	Lynn Park Addition Lot 2 & S ½ Lot 3 Blk 8 23-0692-000-01	\$112.00	\$6.36	\$118.36
201-0093-00-04 313 16 th St. S Stateline Properties	McKinney's 3 rd Addition LT 2 BLK 1 23-0503-000-01	\$467.20	\$6.36	\$473.56
202-0051-00-14 209 18 th St. N Joel/Beverly Bailey	Arthur Thornton Addition Lts 5 & 6 Blk 50 23-0314-000-01	\$121.10	\$0.00	\$121.10
202-0083-00-04 117 19 th St. N Robert Wilson/Diane Rodi	Alton Hume Addition Lot 1 Block 1 23-0763-000-01	\$330.00	\$6.36	\$336.36
303-0014-00-07 1935 McKinney Ave Cory/Jamey Grussing	Tatge's 1 st Addition LT 3 BLK 5 23-0092-000-01	\$182.93	\$137.03	\$319.96
304-0141-00-02 203 18 th St. S Deb Leibold	Stone Addition; Lts 20&21 Blk 50; S 15' Lt 22 Blk 50 23-0553-000-01	\$330.00	\$6.36	\$336.36
402-0185-00-12 212 9 th St. S Jose Salinas	City of Benson Lots 10,11, & 12 Blk 6 23-0029-000-01	\$439.20	\$25.36	\$464.56
TOTALS		\$1,982.43	\$187.83	\$2,170.25

CITY OF BENSON
2017
PROPOSED
GENERAL FUND & UTILITY BUDGETS

Truth In Taxation

Public Hearing

December 5, 2016

6:00 P.M.

CITY OF



MINNESOTA

Proposed General Fund 2017 Operating Budget

Presented for City Council consideration is the proposed 2017 General Fund operating budget. The 2017 budget relies on a combination of general fund revenues including general property taxes, state revenue sharing and fees for service to achieve a budget of \$3,929,743. The proposed levy represents an increase of 10.1% in the City of Bensons portion of the property tax.

The following charts provide a broad overview of budget priorities with a breakdown by department of general fund revenues and expenditures.

The proposed annual budget is not the product of individual effort, rather is represents the collective effort of City staff to deliver a responsible financial plan for the delivery of City services that meet the goals and objectives of the City Council.

1410 KANSAS AVE. • BENSON, MINNESOTA 56215

City Offices: 320-843-4775

City Fax: 320-842-7151

Municipal Utilities: 320-843-3707

WWW.BENSONMN.ORG

E-MAIL: STAFF@BENSONMN.ORG

2016 SIGNIFICANT ACCOMPLISHMENTS

1. Reduced Blight
2. Street Reconstruction
3. Small Cities Application
4. Central Business District Loans
5. 2017 MnDOT Project Approved
6. Fire Truck Approved
7. Police Body Cameras Deployed
8. Underground Electric Project 2016
9. Annexation of Girls Ranch Property
10. Merged Transit Services
11. BNSF Safety & Mobility Plan Approved

2017 GOALS AND OBJECTIVES

1. 2017 MnDOT Project
2. Facilities Planning
3. Cemetery Expansion
4. Underground Conversion & Services
5. BNSF Safety/Mobility Funded
6. SCBH Project Financed & TIF District Approved
7. Improved Water Chemistry
8. ID Wastewater Scope of Work
9. Complete Industrial Park Plan
10. Assist School in Promoting Their Priorities

2015 Actual Levy	Tax Capacity Levy	Market Value Levy	Final 2015 Levy
Description			
General Fund	631,310		631,310
Claussen Properties II Abatement (final)	20,000		20,000
Police Personnel	587,000		587,000
Library Fund	109,710		109,710
G.O. Swimming Pool	0	75,705	75,705
Total Levy	1,348,020	75,705	1,423,725
			2.2%

2016 Actual Levy	Tax Capacity Levy	Market Value Levy	Final 2016 Levy
Description			
General Fund	567,531		567,531
Police Personnel	631,000		631,000
Library Fund	112,142		112,142
G.O. Equipment Bonds 2014 (Golf)	44,706		44,706
G.O. CIP Bonds 2014 (Street Garage)	69,014		69,014
G.O. Swimming Pool	0	69,807	69,807
Total Levy	1,424,393	69,807	1,494,200
			5.0%

2017 Proposed Levy	Tax Capacity Levy	Market Value Levy	Proposed 2017 Levy
Description			
General Fund	673,792		673,792
Police Personnel	664,750		664,750
Library Fund	113,778		113,778
G.O. Equipment Bonds 2014 (Golf)	49,447		49,447
G.O. CIP Bonds 2014 (Street Garage)	68,552		68,552
G.O. Swimming Pool	0	74,332	74,332
Total Levy	1,570,319	74,332	1,644,651
			10.1%

Includes 90,865 Fire truck lease

City of Benson General Fund Budget

Revenue

	2016	2017
Tax	\$1,338,000	\$1,364,000
Aid	989,000	993,000
Fees	1,303,000	1,294,000
Transfers	<u>172,000</u>	<u>171,000</u>
	\$3,802,000	\$3,822,000

Expenses

Gen Gov	\$ 633,000	694,000
Public Safety	1,097,000	1,238,000
Transportation	857,000	671,000
Culture & Recreation	684,000	716,000
Transfers CIP	<u>500,000</u>	<u>610,000</u>
	\$3,771,000	\$3,929,000

2017 BUDGET TALKING POINTS

- Budget Maintains Current Level of Service
- General Fund Revenue up .05%
- General Fund Expenditures up .042%
- Levy Increased by 10.1%
- General Fund Reserve at 43%
- General Fund Capital Transfer at \$610,000
- General Fund Capital Expenditures _____
- No Significant Changes in Staffing But...

**RESOLUTION SETTING ASSESSMENTS FOR CURRENT SERVICES
BY THE CITY OF BENSON, MINNESOTA FOR 2015 PAYABLE 2016
(RESOLUTION NO. 2016-)**

BE IT RESOLVED, by the Benson City Council that the following assessments for 2016 as prepared by the City Manager are hereby approved and made a part thereof; and,

BE IT FURTHER RESOLVED, that the assessments hereinafter noted shall be submitted to the County Auditor on or before December 12, 2016 and placed on the tax roll for collection with the taxes collectable in 2017.

Charges	Name & Mailing Address	Legal Description & Parcel No.	Amnt Due
Mowing 1935 McKinney Ave.	Cory Grussing & Jamey Verhelst 104 - 40 th St. NE Benson, MN 56215	Lot 3, Block 5 Tatge's 1 st Addition 23-0992-000	\$513.00
Mowing Charges 212 - 9 th St. S.	Jose Salinas 1411 Linden St., #7 Hull, IA 51239	Lots 10,11,12, Block 6 City of Benson Addition 23-0029-000	\$427.50
Diseased Elm Removal 618 - 12 th St. S.	Tolifson Investments 917 - 13 th St. S. Benson, MN 56215	Lots 8 & 9, Block 1 Sunnyside 1 st Addition 23-0581-000	\$449.00
TOTALS			\$1,389.50

Board Openings and Vacancies

Cemetery Board 1

EDA 2

Hospital Board 1

HRA Board 0

Library Board 1

Park Board 2

Planning Commission 3



Minnesota Department of Transportation

1000 Highway 10 West
Detroit Lakes, MN, 56501

Office: 218-846-3600

November 28, 2016

Rob Wolfington
City Administrator
1410 Kansas Av
Benson, MN 56215

RE: Proposed Const. Agreement No. **1027072**
City of Benson
S.P. 7608-20 (T.H.29)
Mill and Overlay on T.H. 29, 12 & 9

Dear Mr. Wolfington:

Transmitted herewith in duplicate is a proposed agreement with the City of Benson. This agreement provides for a lump sum payment to the State of the City's share of the costs of the utility adjustments and parking lane striping construction to be performed on T.H. 29, 12 & 9 within the corporate City limits.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Please return the two original signed copies of the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

Lori Vanderhider, PE
Project Manager

Enc. Proposed Agreement (2)
Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682
File

An Equal Opportunity Employer



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF BENSON
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	7608-20 & 7607-33	Estimated Amount Receivable
Trunk Highway Number (T.H.):	29	<u>\$49,988.88</u>
State Project Number (S.P.):	7604-24 & 7605-91	
Trunk Highway Number (T.H.):	12	
State Project Number (S.P.):	7606-30 & 7602-20	
Trunk Highway Number (T.H.):	9	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Benson acting through its City Council ("City").

Recitals

1. The State will perform bituminous mill and overlay construction and other associated construction upon, along and adjacent to Trunk Highway No. 29 from 400 feet south of Oakwood Avenue to the Chippewa River and adjacent to Trunk Highway No. 9 from Chippewa River to 400 feet north of County State Aid Highway No. (CSAH) 104 and adjacent to Trunk Highway No. 12 from 18 ½ Street South to 300 feet west of CSAH 25 according to State-prepared plans, specifications and special provisions designated by the State as State Project Nos. 7608-20 & 7607-33 (T.H. 29), S.P. 7602-20 & 7606-30 (T.H. 9) and S.P. 7605-91 & 7604-24 (T.H. 12) ("Project"); and
2. The City has requested the State include in its Project utility adjustments and parking lane stripping construction; and
3. The City wishes to participate in the costs of the utility adjustments and parking lane stripping construction and associated construction engineering; and
4. Agreement number 1026272 between the State and the City of Benson will address the City's maintenance responsibilities; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

- 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
 - 1.1. *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2. *Expiration Date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
 - 1.3. *Survival of Terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker

Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project Nos. 7608-20 & 7607-33 (T.H. 29), S.P. 7602-20 & 7606-30 (T.H. 9) and S.P. 7605-91 & 7604-24 (T.H. 12) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and incorporated into this Agreement by reference.

2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

C. The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

2.5. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. *Parking Lanes.* Routine Maintenance of any parking lanes. Maintenance includes, but is not limited to, snow, ice and debris removal, pavement markings and any other maintenance activities necessary to perpetuate the parking lanes in a safe, useable, and aesthetically acceptable condition. The State will pay the City for the loading of snow pushed from the driving lanes into the parking area adjacent to the Trunk Highway. The cost for hauling of snow will be negotiated annually between the District Maintenance Office and the City.

4. Basis of City Cost

4.1. *Schedule "I".* The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. *City Participation Construction.* The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization and traffic control.

A. 100 Percent will be the City's rate of cost participation in all of the utility adjustments and parking lane stripping construction.

4.3. *Construction Engineering Costs.* The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

4.4. *Plan Changes, Additional Construction, Etc.* The City will share in the costs of construction contract addenda for the City participation construction covered under this Agreement and any additional City requested work and plan changes. The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

5. City Cost and Payment by the City

5.1. *City Cost.* \$49,988.88 is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.

5.2. *Conditions of Payment.* The City will pay the State the full and complete lump sum amount, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".

B. The City's receipt of a written request from the State for the advancement of funds.

5.3. *Final Payment, Additional City Requested Work.* Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Rob Wolfington, City Administrator (or successor)
Address: 1410 Kansas Avenue, Benson, MN 56215
Telephone: 320-843-5448
E-Mail: rob.wolfington@co.swift.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

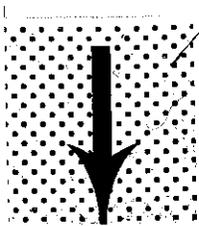
13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF BENSON

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____

By: _____
(District Engineer)

Title: _____

Date: _____

Date: _____

Approved:

By: _____

By: _____
(State Design Engineer)

Title: _____

Date: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

AK-5

PRELIMINARY SCHEDULE "I"
Agreement No. 1027072
City of Benson

State Project Nos. 7608-20, 7607-33 (TH 29)
 State Project Nos. 7604-24, 7605-91 (TH 12)
 State Project Nos. 7606-30, 7602-20 (TH 9)

Preliminary: November 23, 2016

BREAKDOWN OF LUMP SUM (On Estimate) COST PARTICIPATION

ITEM NUMBER	WORK ITEM	UNIT	UNIT PRICE	S.P. 7608-20 TH. 29		S.P. 7607-33 TH. 29		S.P. 7602-20 TH. 9		S.P. 7606-30 TH. 9		S.P. 7605-91 TH. 12		S.P. 7604-24 TH. 12	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
2021.501	Mobilization	Lump Sum	110,000.00	0.004	440.00	0.004	440.00	0.002	220.00	0.007	770.00	0.001	110.00	0.002	220.00
2104.509	Remove Castings	Each	165.00	3	495.00	3	495.00	1	165.00	6	990.00	1	165.00	0	0.00
2504.602	Adjust Valve Box-Water	Each	400.00	11	4,400.00	8	3,200.00	0	0.00	14	5,600.00	0	0.00	5	2,000.00
2506.516	Castings Assembly	Each	685.00	3	2,055.00	3	2,055.00	1	685.00	6	4,110.00	1	685.00	0	0.00
2506.522	Adjust Frame & Ring Castings	Each	568.00	2	1,136.00	6	3,408.00	6	3,408.00	9	5,112.00	2	1,136.00	4	2,272.00
2563.601	Traffic Control	Lump Sum	20,000.00	0.004	80.00	0.004	80.00	0.002	40.00	0.007	140.00	0.001	20.00	0.002	40.00
2582.502	4" Solid Line Paint	Lin Ft.	0.15	120	18.00	0	0.00	135	20.25	0	0.00	505	75.75	0	0.00
				\$8,624.00		\$9,678.00		\$4,538.25		\$16,722.00		\$2,191.75		\$4,532.00	
Subtotal			\$46,286.00												
Construction Engineering (8%)			\$3,702.88												
(1) Totals (Construction + CE)			\$49,988.88												
(1) Amount of advance payment as described in Article 5, of the Agreement (Estimated amount)															

CITY OF BENSON

RESOLUTION

IT IS RESOLVED that the City of Benson enter into MnDOT Agreement No. 1027072 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility adjustments and parking lane stripping construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 29 from 400 feet south of Oakwood Avenue to the Chippewa River and adjacent to Trunk Highway No. 9 from Chippewa River to 400 feet north of County State Aid Highway No. (CSAH) 104 and adjacent to Trunk Highway No. 12 from 18 ½ Street South to 300 feet west of CSAH 25 within the corporate City limits under State Project No. 7608-20.

IT IS FURTHER RESOLVED that the Mayor and the _____ are authorized to execute the Agreement and any amendments to the Agreement.

(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Benson at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

To: Rob Wolfington, City Manager
From: Glen Pederson, Director of Finance
Re: Sewer Rate Study
Date: November 22, 2016



It was about this time last year that I last reviewed sewer rates. Throughout the year I looked over the budget report and noticed that the increase approved was not generating the amount of revenue we had budgeted or that I had expected. Here is where the rates were in 2015 and what was adopted for 2016 and 2017:

	2015	Adopted for 2016	Adopted for 2017
Unit Rate	\$6.10	\$6.10	\$6.20
Minimum Charge	25.00	\$28.00	\$31.00

At first blush a \$3.00 increase to the minimum charge would generate a 12% increase in revenues. But 25% of our customers are already over the minimum charge so they did not receive any rate increase at all. The only customers who paid more were those who had a water consumption of 4 units or less. Conversely the rate adopted for 2017 would do the same thing. The low consumption customers will pay more and higher consumptions will result in only a minor increase.

Attached are several documents I have prepared to analyze sanitary sewer rates.

Water Consumption

I prepared a graph to show water usage since 2009. Usage has dropped substantially right along with the increase in rates. It appears that the drop has leveled off and we should be able to firmly budget on this type of consumption in the future.

Sewer Fund Budget

The first two columns are 2015 actual and 2016 projected amounts. Revenues are projected to be up in 2016 but not anywhere near the \$884,000 that we budgeted. The next 2 columns divide the 2016 projected numbers between fixed and variable expenses (not including depreciation). In rate setting, typically the minimum charges are used to fund the fixed operating costs and any debt service amounts. These charges appear to be sufficient to cover those costs. The variable charges are where the problem is and we didn't seem to be gaining any ground by increasing the unit rate. That's why we increased the minimum charge last year but we still didn't get the result we expected. So this year another substantial increase to the minimum charge is being proposed as well as to the unit rate. Successive year increases will be 25 cents per unit.

Sewer System Rate Table

We've used this table the last several years to track our system. It starts out by estimating population and changes to the number of Residential Equivalent Units served. Then the annual water usage is estimated in Column E. From there income can be projected in columns H through O.

The other columns include Capital Outlay (CIP) and Debt service, Capital Loan column R will have bond proceeds to cover some capital costs. Column W is year ending Cash on Hand. Our cash balance has not been high enough to make debt service payments. We need to increase rates in order to replenish our reserves. Therefore these two columns show maintaining a cash

balance of at least \$130,000 in order to have enough cash on hand to make debt service payments and showing what would be available for debt service in future years.

The box below the main rate table has the charge per unit of water (100 cubic feet) which is then converted to the charge per 1,000 gallons to apply to the estimated annual water usage.

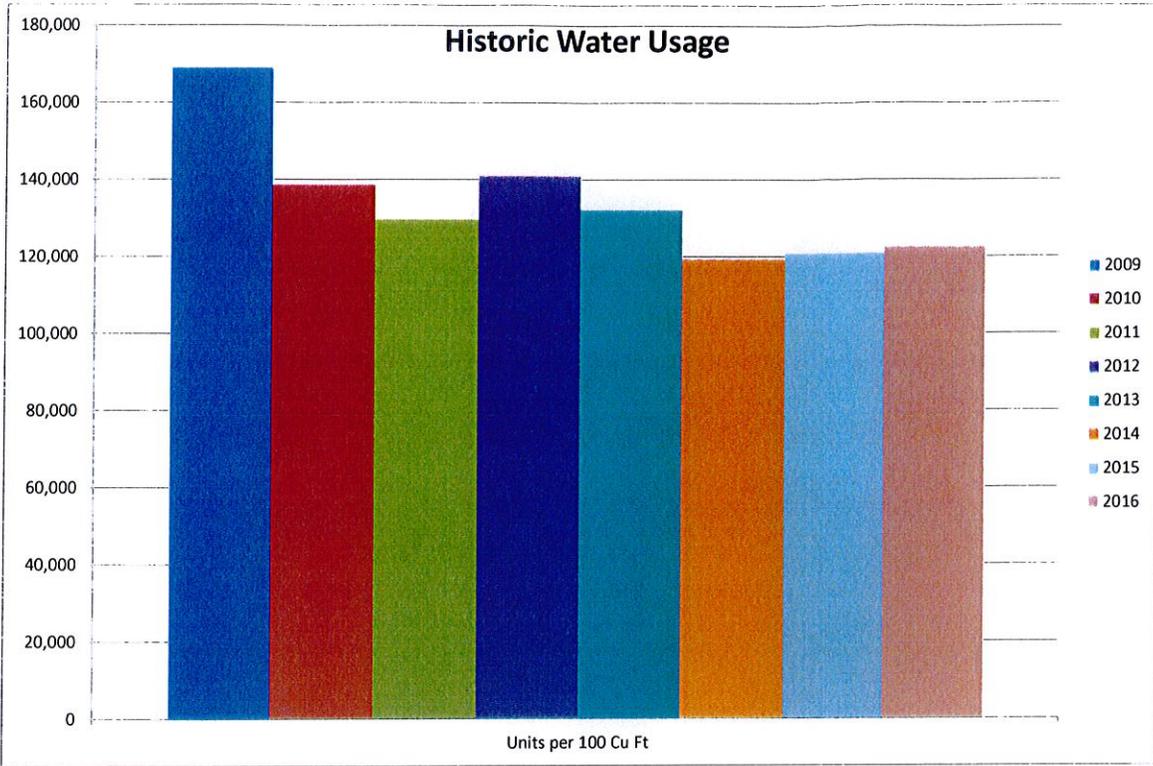
Proposed Rates

The proposal is to increase the minimum rate by \$4.50 to cover current costs and replenish our cash balance. This would take it from \$28.00 to \$32.50 and also increase per unit charge to \$6.50. This reestablishes the minimum to be calculated at 5 units.

The proposed rates will increase the revenue from \$933,000 in 2017 to \$971,000 in 2018.

Proposed Sewer Rates

	Current 2016	Proposed 2017	Proposed 2018
Unit Rate	\$6.10	\$6.50	\$6.75
Minimum Charge	28.00	\$32.50	\$33.75





Sewer Fund Budget

	2015 Actual	2016 Projected	2016 Fixed	2016 Variable	2017 Fixed	2017 Variable	2017 Total	2018 Total
REVENUES								
Sale of Service	799,168	830,000	483,000	347,000	483,000	450,000	933,000	971,000
Miscellaneous	0	0	0	0	0	0	0	0
Connection Fees	6,000	6,072	0	6,072	0	2,000	2,000	2,000
Interdepartmental Charges	0	0	0	0	0	0	0	0
Refunds & Reimbursements	3,601	2,000	0	2,000	0	2,000	2,000	2,000
TOTAL REVENUE	808,769	838,072	483,000	355,072	483,000	454,000	937,000	975,000
EXPENSES								
Salaries	7,904	6,300	0	6,300	0	8,000	19,000	8,000
Earned Benefits	2,137	1,200	0	1,200	0	1,200	2,000	1,200
Fringe Benefits	2,782	2,500	0	2,500	0	3,000	9,525	3,000
Office Supplies	0	100	0	100	0	100	100	100
Chemicals & Chemical Supplies	39,489	30,000	0	30,000	0	30,000	30,000	30,000
Gas & Oil	1,502	2,000	0	2,000	0	2,000	2,000	2,000
Operating Supplies	730	1,500	1,500	0	2,000	0	2,000	2,000
Laboratory and Testing	1,183	2,000	0	2,000	0	2,000	2,000	2,000
Contracted Services - Testing	0	0	0	0	0	0	0	0
Equipment Repair & Maint.	16,332	10,000	0	10,000	0	15,000	15,000	15,000
Maintain System	28,710	30,000	0	30,000	0	30,000	30,000	30,000
Building Repair & Maint.	5,076	3,000	0	3,000	0	5,000	5,000	5,000
Contracted Operations	241,332	241,332	0	241,332	0	246,158	246,158	246,158
Management Fees	50,052	51,053	51,053	0	52,074	0	52,074	53,115
Telephone	219	200	0	200	0	200	200	200
Travel Expense	434	380	0	380	0	500	500	500
Training & Instruction	333	823	0	823	0	1,000	1,000	1,000
Insurance	10,711	18,075	18,075	0	19,000	0	19,000	19,000
Work Comp Insurance	0	0	0	0	0	0	0	0
Electric Utilities	50,641	50,000	0	50,000	0	50,000	50,000	50,000
Heat	4,179	3,500	0	3,500	0	4,000	4,000	4,000
Depreciation	0	0	0	0	0	0	0	0
Miscellaneous	5,511	8,000	0	8,000	0	8,000	8,000	8,000
Interdepartmental Charges	21,360	21,360	21,360	0	21,360	0	21,360	21,360
Total Expenses	490,617	483,323	91,988	391,335	94,434	406,158	518,917	501,633
OPERATING PROFIT/(LOSS)	318,152	354,749	391,012	(36,263)	388,566	47,842	418,083	473,367
Other Income & Expense								
Interest Income	1,354	279	279	0	500	0	500	500
Contributed Capital Depreciation	0	0	0	0	0	0	0	0
Interest Expense	(62,478)	(56,400)	(56,400)	0	(52,495)	0	(52,495)	(46,084)
Principal on Debt	(260,000)	(288,250)	(288,250)	0	(301,000)	0	(301,000)	(305,000)
NET INCOME/ (LOSS)	(2,972)	10,378	46,641	(36,263)	35,571	47,842	65,088	122,783

Table 13: Benson Sewer System Rate Table

Year	Service Unit Projections						Income							Expenditure							Total (x 1000)				Year
	Population 1.05%	Residential Equivalent Units Served		Annual Water (1000 gal/yr)	Below Minimum Usage	Above Minimum Usage	Income From Connection Fees				Interest 4%	Total	Capital		Treatment Plant		System O&M* 2.5%	Total	Surplus/Deficit	Other Revenue/Exp	Cumulative Balance (Cash)	Interest 2%			
		New	Total				Connect. Fee	Income	Charge/1000 gallon	Minimum			Income From Min.	Income From Use	CIP	Debt							Capital Loan	Loan Debt, 20yrs,3%	
2001		7		120,631			\$100.00	\$700	\$3.60	\$13.50	\$119,394	\$303,473	\$25,581	\$449,148	\$125,114	\$53,452			\$261,861	\$440,427	\$8,721		\$520,972	\$28,028	2001
2002		10		119,250			\$100.00	\$1,000	\$3.60	\$13.50	\$119,394	\$302,494	\$28,028	\$450,916	\$138,985	\$51,365			\$281,750	\$472,100	-\$21,184		\$499,788	\$21,451	2002
2003	3,340	8	1,921	125,471			\$100.00	\$800	\$3.60	\$13.50	\$119,394	\$388,219	\$21,451	\$529,864	\$136,906	\$52,635			\$276,489	\$466,030	\$63,834		\$563,622	\$15,938	2003
2004	3,375	20	1,941	113,025	35,800	77,225	\$2,000.00	\$4,165	\$4.00	\$15.00	\$132,660	\$335,570	\$15,938	\$488,333	\$22,195	\$50,296	\$1,478,424	\$0	\$279,398	\$351,889	\$136,444		\$700,067	\$16,038	2004
2005	3,390	6	1,947	116,726	35,800	80,926	\$2,000.00	\$18,083	\$4.40	\$16.50	\$145,926	\$361,866	\$16,038	\$541,913	\$12,410	\$0	\$2,584,998	\$0	\$304,774	\$317,184	\$224,729		\$924,796	\$25,788	2005
2006	3,425	4	1,951	129,820	35,800	94,020	\$2,000.00	\$8,210	\$4.40	\$16.50	\$145,926	\$407,774	\$25,788	\$587,698	\$63,445	\$0	\$184,554	\$296,516	\$388,590	\$748,551	-\$160,852		\$763,943	\$36,063	2006
2007	3,461	13	1,964	132,149	35,800	96,349	\$2,000.00	\$46,776	\$5.20	\$19.50	\$172,458	\$469,414	\$36,063	\$724,711	\$59,869	\$0	\$48,224	\$272,494	\$361,334	\$693,697	\$31,015	\$46,189	\$841,147	\$32,855	2007
2008	3,497	0	1,964	120,865	35,800	85,065	\$2,000.00	\$0	\$5.20	\$19.50	\$172,458	\$498,062	\$32,855	\$703,375	\$304,409	\$0	\$0	\$272,319	\$432,324	\$1,009,052	-\$305,677	\$4,796	\$540,266	\$33,986	2008
2009	3,534	1	1,965	126,798	35,800	90,998	\$2,000.00	\$2,000	\$5.20	\$19.50	\$172,458	\$496,623	\$33,986	\$705,067	\$200,669	\$34,000	\$410,000	\$273,636	\$433,251	\$531,556	\$173,511		\$713,777	\$18,428	2009
2010	3,571	1	1,966	103,970	35,800	68,170	\$2,000.00	\$2,000	\$6.13	\$23.00	\$235,704	\$499,296	\$18,428	\$755,428	\$26,504	\$12,007	\$0	\$273,676	\$432,042	\$744,229	\$11,199	-\$30,751	\$694,225	\$13,998	2010
2011	3,608	0	1,966	97,746	35,800	61,946	\$2,000.00	\$0	\$6.53	\$24.50	\$251,076	\$505,724	\$13,998	\$770,798	\$326,862	\$47,350		\$273,637	\$463,285	\$1,111,134	-\$34,066	-\$34,066	\$319,823	\$6,396	2011
2012	3,646	0	1,966	105,761	35,800	69,961	\$2,000.00	\$0	\$6.53	\$24.50	\$251,076	\$479,188	\$6,396	\$736,660	\$32,544	\$46,650	\$0	\$273,519	\$458,006	\$810,719	-\$74,059	-\$19,669	\$226,096	\$4,522	2012
2013	3,684	2	1,968	98,358	35,800	62,558	\$2,000.00	\$4,000	\$6.53	\$24.50	\$251,076	\$486,950	\$4,522	\$746,548	\$20,662	\$50,950	\$0	\$273,321	\$473,289	\$818,222	-\$71,674		\$154,422	\$3,088	2013
2014	3,723	1	1,969	88,522	35,800	52,722	\$2,000.00	\$2,000	\$7.87	\$24.50	\$416,108	\$409,088	\$3,088	\$830,284	\$221,521	\$65,077.80	\$346,500	\$273,044	\$515,724	\$728,867	\$101,417		\$255,839	\$1,036	2014
2015	3,761	3	1,972	88,000	36,000	52,000	\$2,000.00	\$6,000	\$8.13	\$25.00	\$432,500	\$366,668	\$1,036	\$806,204	\$192,405	\$53,285	\$0	\$273,688	\$490,617	\$1,009,995	-\$203,791		\$52,049	\$1,041	2015
2016	3,801	2	1,974	91,627	36,000	55,627	\$2,000.00	\$4,072	\$8.13	\$28.00	\$483,000	\$347,000	\$1,041	\$835,113	\$19,105	\$74,188	\$0	\$273,233	\$484,191	\$850,717	-\$15,604		\$36,445	\$729	2016
2017	3,841	1	1,975	89,383	36,000	53,383	\$2,000.00	\$2,000	\$8.67	\$32.50	\$560,820	\$369,902	\$729	\$933,451	\$0	\$80,583	\$0	\$273,699	\$496,296	\$850,578	\$82,873		\$119,318	\$2,386	2017
2018	3,881	1	1,976	89,670	36,000	53,670	\$2,000.00	\$2,000	\$9.00	\$33.75	\$582,390	\$384,698	\$2,386	\$971,474	\$0	\$78,805	\$0	\$273,066	\$508,703	\$860,574	\$110,900		\$230,218	\$4,604	2018
2019	3,921	1	1,977	90,226	36,000	54,226	\$2,000.00	\$2,000	\$9.33	\$35.00	\$603,960	\$400,086	\$4,604	\$1,010,650	\$0	\$76,971	\$0	\$273,353	\$521,421	\$871,745	\$138,906		\$369,123	\$7,382	2019
2020	3,962	1	1,978	89,760	36,000	53,760	\$2,000.00	\$2,000	\$9.67	\$36.25	\$625,530	\$416,089	\$7,382	\$1,051,002	\$510,000	\$74,863	\$510,000	\$273,542	\$534,456	\$882,861	\$168,141		\$537,264	\$10,745	2020
2021	4,004	1	1,979	89,885	36,000	53,885	\$2,000.00	\$2,000	\$10.00	\$37.50	\$647,100	\$432,733	\$10,745	\$1,092,578	\$0	\$27,706	\$0	\$273,632	\$547,818	\$849,156	\$243,423		\$780,687	\$15,614	2021
2022	4,046	1	1,980	89,957	36,000	53,957	\$2,000.00	\$2,000	\$10.33	\$38.75	\$668,670	\$450,042	\$15,614	\$1,136,326	\$0	\$62,299	\$0	\$273,622	\$561,513	\$897,434	\$238,892		\$1,019,579	\$20,392	2022
2023	4,088	1	1,981	89,867	36,000	53,867	\$2,000.00	\$2,000	\$10.67	\$40.00	\$690,240	\$468,044	\$20,392	\$1,180,676	\$0	\$61,853	\$0	\$273,514	\$575,551	\$910,918	\$269,758		\$1,289,336	\$25,787	2023

\$2,413,605

Column O: Addition of Columns I, L, M, & N

Column U: Addition of Columns P, Q, S & T

Column V: Column O minus Column U

\$930,722.00

BOX D

% Increase Minimum	% Increase Per unit	Minimum	Charge for Water Use		Year
			Per Unit	Per 1,000 Gallons	
11.1%	11.1%	13.50	\$2.70	\$3.60	2003
10.0%	10.0%	15.00	\$3.00	\$4.00	2004
0.0%	0.0%	16.50	\$3.30	\$4.40	2005
18.2%	18.2%	16.50	\$3.30	\$4.40	2006
0.0%	0.0%	19.50	\$3.90	\$5.20	2007
0.0%	0.0%	19.50	\$3.90	\$5.20	2008
0.0%	0.0%	19.50	\$3.90	\$5.20	2009
17.9%	17.9%	23.00	\$4.60	\$6.13	2010
6.5%	6.5%	24.50	\$4.90	\$6.53	2011
0.0%	0.0%	24.50	\$4.90	\$6.53	2012
0.0%	0.0%	24.50	\$4.90	\$6.53	2013
0.0%	20.4%	24.50	\$5.90	\$7.87	2014
2.0%	3.4%	25.00	\$6.10	\$8.13	2015
12.0%	0.0%	28.00	\$6.10	\$8.13	2016
16.1%	6.6%	32.50	\$6.50	\$8.67	2017
3.8%	3.8%	33.75	\$6.75	\$9.00	2018
3.7%	3.7%	35.00	\$7.00	\$9.33	2019
3.6%	3.6%	36.25	\$7.25	\$9.67	2020
3.4%	3.4%	37.50	\$7.50	\$10.00	2021
3.3%	3.3%	38.75	\$7.75	\$10.33	2022
3.2%	3.2%	40.00	\$8.00	\$10.67	2023

**RESOLUTION DESIGNATING LOCATION FOR ABSENTEE
BALLOT VOTING FOR 2017 SPECIAL ELECTION
(RESOLUTION NO. 2016-)**

WHEREAS, the City of Benson is holding a Special Election on January 10, 2017 to elect a City Council member and

WHEREAS, the City is required to designate a location for absentee voting.

NOW, THEREFORE, be it resolved that City Hall, 1410 Kansas Avenue, Benson, MN 56215 is designated as the location for absentee voting at the City Special Election.

**A RESOLUTION ESTABLISHING AN ABSENTEE BALLOT BOARD
(RESOLUTION NO. 2016-)**

WHEREAS, The City of Benson is required by Minnesota Statute 203B.121; Subd. 1 to establish an Absentee Ballot Board effective December 5, 2016; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the City of Benson; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges or officials as provided in sections 204B.19 to 204B.22;

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Benson hereby establishes an Absentee Ballot Board to consist of the following individuals as provided in sections 204B.19 to 204B.22 to perform the task.

City Manager	Rob Wolfington
City Clerk	Glen Pederson
Administrative Assistant	Valerie Alsaker

**RESOLUTION TRANSFERRING AMOUNT DESIGNATED FOR FUTURE
CAPITAL OUTLAY TO THE GENERAL CAPITAL OUTLAY FUND
(RESOLUTION NO. 2016-)**

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

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

WHEREAS, there are monies appropriated in the General Fund 2016 Budget for this purpose.

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

Police Department	40,000
Fire Department	40,000
Street Department	300,000
Park	30,000
Armory	20,000
Airport	<u>30,000</u>
TOTAL	\$460,000

**RESOLUTION TRANSFERRING \$4,275 FROM THE EDA FUND AND \$12,438 FROM THE
REVOLVING LOAN FUND TO THE GENERAL FUND
(RESOLUTION NO. 2016-)**

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City Council authorized the transfer of \$4,275 from the EDA Fund and \$12,438 from the Revolving Loan Fund to the General Fund.

REQUEST FOR PROGRESS PAYMENT

CB0120 CITY OF BENSON
 CITY HALL
 1410 KANSAS AVENUE EAST
 BENSON, MN 56215

CONTRACTOR: Central Specialties, Inc.
 6325 County Road 87 SW
 Alexandria, MN 56308

JOB 16032: BENSON: 2016 BITUMINOUS

PROGRESS
 BILLING NO: 1

INVOICE DATE: November 05, 2016
 INVOICE NBR: 16032-1

PAGE: 1

Item No	Description	UOM	Quantity Bid	Unit Price	Contract Amount	Previous Units	Current Units	Total Units	Stored Materials	Total Amount
10	BIT PAVER LAID BITUMINOUS	TON	2,000.0000	50.4500	100,900.00		2,314.3500	2,314.3500		116,758.96
	Total Installed				100,900.00					116,758.96

TOTAL CONSTRUCTION TO DATE: \$ 116,758.96

TOTAL AMOUNT DUE: \$ 116,758.96

TERMS: Net 10 Days
 1 1/2% Monthly Finance Charge
 on Balance After 30 Days

CITY OF _____



MINNESOTA _____

December 1, 2016

Central Specialties, Inc.
6325 County Road 87 SW
Alexandria, MN. 56308

To Whom It May Concern:

Central Specialties did work for the City of Benson in the southern portion of town. While performing said work damage was done to existing concrete structures and landscaping. The equipment that was used to deliver product was large and had a difficult time managing corners and resulted in damage and left ridges in the asphalt surfaces.

The City of Benson will have to do repairs to the damaged areas to restore them to the previous condition. The cost of repairs will be \$2400.00. The City of Benson has removed this cost from the amount owed in the Central Specialties invoice job # 16032.

If you have any questions or concerns please call me. Thank You.

Dan Gens
Public Works Director

Enclosure: Picture of project area

1410 KANSAS AVE. • BENSON, MINNESOTA 56215

City Offices: 320-843-4775

City Fax: 320-842-7151

Municipal Utilities: 320-843-3707

WWW.BENSONMN.ORG

E-MAIL: STAFF@BENSONMN.ORG



INVOICE

Page 1 of 2

Invoice Number	1131787
Invoice Date	December 2, 2016
Customer Number	92404
Project Number	193803741

Bill To

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

Please Remit To

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

Project Description: Benson WWTF Condition Assessment

Stantec Project Manager: Dye, Tom
Stantec Office Location: St. Paul MN
Current Invoice Due: \$5,149.50
For Period Ending: November 18, 2016

Due on Receipt

INVOICE

Invoice Number
Project Number

1131787
193803741

Top Task 200

WWTF Condition Assessment

Conduct cost assessment, research equipment costs, prepare report, review as-builts.

Professional Services

Billing Level

Engineer

Hours	Rate	Current Amount
6.50	103.00	669.50
6.50		669.50

Project Manager

28.00	160.00	4,480.00
28.00		4,480.00

Professional Services Subtotal

34.50		5,149.50
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Top Task 200 Total

5,149.50

Total Fees & Disbursements

\$5,149.50

INVOICE TOTAL (USD)

\$5,149.50