

**City Council Meeting Agenda  
City Council Chambers  
March 18, 2019**

**City of Benson Mission Statement**

Benson is a forward looking community that values public safety,  
Quality of life and treats people with dignity and respect.

Page		<b>Action Requested</b>
	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	
	<b>Additions?</b> <input type="checkbox"/> None <b>1.</b> _____ <b>2.</b> _____	
	Any Consent Agenda items to be moved to a regular agenda item?	
	Approval of Agenda ____ as Presented or ____ Revised	<b>Action Requested</b>
	4. Consent Agenda:	<b>Action Requested</b>
3-4	a. Minutes:	
	▪ 3.4.2019 City Council Meeting	
5-6	▪ 2.4.2019 Planning Commission Meeting	
	b. Application:	
7-8	▪ Gambling Permit – Benson Golf Club – May 7, 2019	
	c. Licenses Renewals:	
9	▪ On Sale Liquor	
	▪ Club On-Sale Liquor	
	▪ Sunday Liquor	
	▪ Sidewalk Café Permit	
	▪ Off-Sale 3.2 Malt Beverage	
	▪ Sewer Tap	
	▪ Roller Rink	
	▪ Garbage Collection	
	5. Persons With Unscheduled Business to Come Before the Council	
10-10	6. Patrick’s Pub & Grill – Kid Day Street Dance Proposal	<b>Action Requested</b>
	7. 2019 Flood Fight:	Information Only
	I Flood Plan	
11	▪ Emergency Declaration	
12-13	▪ Maps	
14-34	▪ Feasibility Study	
35-38	▪ BNSF Study	
	II Flood Plan Tour	
39-81	8. First Reading – Benson Power Purchase Agreement	Information Only
82	9. 90 Day Extension of BME Letter of Intent	<b>Action Requested</b>
83-84	10. Missouri River Energy Services 54 <sup>th</sup> Annual Meeting May 8-9, 2019	Information Only

85	11.	SCBH Foundation Request for Support – Pool Pass	<b>Action Requested</b>
86	12.	Christmas Light Replacement Costs - \$42,196.30	<b>Action Requested</b>
87	13.	Quotes for New Street Lights - \$17,428.20	<b>Action Requested</b>
88	14.	Overhead to Underground Project Next Phase Cost - \$107,253.00	<b>Action Requested</b>
	15.	2019 City Flower Baskets & Pots Program	Information Only
89-104	16.	Bills and Warrants	<b>Action Requested</b>
	17.	Adjourn: Mayor	

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

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING  
MARCH 4, 2019**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Mark Schreck, Lucas Olson, Jon Buyck. Members Absent: None. Also present: City Manager Rob Wolfington.

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes or additions to the agenda. An application to the Planning Commission was added to the agenda. It was moved by Evenson, seconded by Buyck and carried unanimously to approve the amended agenda.

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

- February 19, 2019 City Council Minutes
- October 9, 2019 Cemetery Board Minutes
- Humane Society Response to Tara Beyer Letter

There were no persons with unscheduled business.

Wolfington discussed at the Planning Commission meeting held earlier today. There was a public hearing on zoning assignments. The City Council approved the first reading of an ordinance to assign zoning on February 4, 2019, and today was the public hearing. Property owners around the proposed zoning areas were sent a notice and some showed up at the public hearing with questions. Wolfington went on to describe the properties located from Stony Ridge Foods on Hwy 12 going east along the railroad to the City limits, then west from the elevator along the railroad to the river. These two properties are proposed extensions of the I-1, limited industrial zone and each of these strips of land abuts the existing I-1 zone. Then the Girls Ranch, which was annexed into the City had not be assigned a zoning designation. It is proposed to be zoned B-2, General Business. Wolfington said Stony Ridge asked if the proposed zoning would accommodate their business expansion, to which he said it would. Wolfington explained B-2 was the closest zone they could give to the Girls Ranch, and went on to explain if the Girls Ranch closes or sells, the activity cannot remain the same as it is now. He said they had a conference call with the Girls Ranch this morning. Wolfington said the Planning Commission recommended approval of the second reading of the proposed ordinance. He also informed the Council, Stony Ridge will need to move the billboard owned by Lamar Sign to the east in order to achieve their future expansion needs, which the City has no issue with as it is not a new sign, but a relocation. MnDOT sent a letter via email to Wolfington stating they will not allow the relocation of the billboard as they feel the area the billboard will be relocated to is not a buildable lot, which will mean Stony Ridge will not be able to expand. Wolfington feels they came to a wrong determination and is asking the City Attorney to draft a letter explaining the details. After discussion, it was moved by Evenson, seconded by Buyck and carried unanimously to approve the 2<sup>nd</sup> reading of an Ordinance Amending the Zoning Map by Rezoning Certain Land in the City of Benson, Swift County, Minnesota.

Next was a letter from the Pioneerland Band Festival Committee requesting support of the June 14, 2019 Band Festival Parade. Wolfington stated there are four events the City Supports through tourism funds; Rib Fest, Kid Day, Easter Egg Hunt and the Band Festival Parade. After discussion, it was moved by Schreck, seconded by Olson and carried unanimously to support the Pioneerland Band Festival in the amount of \$3,500.

Next was a letter from the UMVRDC, stating Prairie Five Rides is applying for funds to begin the planning process for the Regional Transportation Coordinating Council (RTCC) in west central Minnesota. The letter is to inform agencies like us, giving each town the option to apply as well and to be the RTCC. The Council expressed no interest in applying.

Wolfington recapped his visit to Washington, D.C. last week. Each year there is a legislative rally. Among items lobbied for, MRES lobbied for power management agencies like MISO to stay federally funded and not privatized so municipalities can still use it. MRES paid all expenses for Wolfington.

Thursday, March 7, 2019 at 10 a.m., the Council will have a quorum at the walk through tour of the old Fibrominn plant. The City Building Inspector and Line Department Supervisor will be touring as well. The notice of quorum is posted in the entryway to City Hall.

It was moved by Buyck, seconded by Schreck and carried unanimously to approve Ron Laycock to the Planning Commission with his term ending December 31, 2021.

There being no further business to come before the Council upon motion by Evenson, seconded by Schreck and carried unanimously to adjourn the Council meeting at 5:43 p.m.

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Mayor

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City Clerk

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**MINUTES – BENSON PLANNING COMMISSION**  
**FEBRUARY 4, 2019 AT 12:00 NOON**

**Members Present:** Ron Laycock, Chuck Koenigs, Jon Buyck, Matt Mattheisen, Jack Evenson  
**Members Absent:** Sue Fitz, Nick Newman,  
**Also Present:** City Manager Rob Wolfington, City Attorney Ben Wilcox and Building Official Mike Jacobson,

The meeting came to order at 12:00 p.m.

It was moved by Koenigs, seconded by Buyck and carried unanimously to table election of officers until the March meeting.

It was moved by Evenson, seconded by Mattheisen and carried unanimously to approve the January 14, 2019 minutes.

**Zoning Ordinance**

Wolfington said at the last meeting it was discussed the zoning map needed to be updated. The strip of land on the south side of Highway 9 west from the elevator to the river, the strip of land on the south side of highway 12 east from across from 170 Atlantic Avenue to the eastern city limits, and the newly annexed Girl's Ranch property need zoning designation. Wilcox said the two strips of land along the highways were suggested to be zoned Limited Industrial, which would be a continuation of the zoning it abuts. The Girl's Ranch zoning was discussed to be zoned General Business B-1. Wolfington said the zoning must be done by ordinance, which was presented to the commission. He said the Council will review it tonight and may have the first reading of the ordinance. After discussion, it was moved by Evenson, seconded by Koenigs to approve the proposed zoning ordinance and forward it onto the City Council.

**Strategic Planning/Conference Call with Stantec**

Wolfington discussed last fall the City invited Doug Griffiths to Benson for a community assessment. The Council discussed having him back two more times, once for strategic planning, the other for marketing. His quote for services would cost up to \$65,000. Wolfington and the Mayor asked for other proposals. DWA Consulting Team proposed an 18 month development period at a cost of \$50,000. Huelife's proposal was simpler at a cost of \$7,500. Missouri River Energy Services (MRES) are offering strategic planning services to their members for free for a three day planning session, as they feel if they can help their cities succeed, they succeed. Once the City has a strategic plan, it is handed to the Planning Commission and EDA to work through. The strategic plan gives direction for the comprehensive plan. Wolfington made a conference call to Phil Carlson, with Stantec. They are working with the City on their comprehensive plan. He stated the goals right now are broad for the City, and they need to be focused and detailed for example what are the goals for land use, parks, economic development, land use & development, transportation, etc. A good strategic plan gives the comprehensive plan direction. Koenigs asked how long a comprehensive plan is good for. Carlson said the City of Minneapolis is 20-40 years. Evenson asked Carlson if he has ever worked with these types of consultants before. He said not these particular firms, and their success depends on their expertise & track record, just like any firm. The Commission thanked Carlson for his time. Wolfington said the City usually re-evaluates their comprehensive plan every 10 years. In the metropolitan areas, they have different goals and plans than a smaller community. He also stated a comprehensive plan is required by the State. The Commission discussed the proposals.

**Update on Brightmark Energy**

Wolfington said they started meeting with Brightmark Energy (BME) 1 ½ years ago. BME has signed a letter of intent with the City. Bio Pro Power (BPP) and CVEC woke up to the idea of a business venture last fall, wishing to share the Fibrominn site with BME. BME did not agree to the proposal. Xcel has continued to disassemble and disburse the assets. BPP has filed 2 motions with the Minnesota Public Utilities Commission (MNPUCC) last November which were rejected. BPP has refiled and the City received a letter of a potentially contested case. The comment period runs from February 15 – March 1, 2019. This could create uncertainty with BME, and worst case the City could have an empty site, with no

company on it, and a possible law suit. BME will be in town later this week. It was moved by Koenigs, seconded by Evenson and carried unanimously to affirm the City's stance and relationship with BME.

#### **Possible Courthouse Expansion**

Wolfington discussed the role the Planning Commission may have if the County expands the Courthouse and asked to close Utah Avenue between 14<sup>th</sup> & 15<sup>th</sup> St. N. A road could be vacated, utilities may be moved or an easement obtained for utilities. There was discussion on the City utilities, as well as a new phone line that was just buried there, and where the gas lines are isn't clear. Wolfington stated we will need a building permit with drawings from the County first to determine parking and zoning, etc.

#### **Adjournment**

There being no other business, it was moved by Buyck, seconded by Mattheisen and carried unanimously to adjourn at 12:57 p.m.

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: Benson Golf Club Foundation Previous Gambling Permit Number: \_\_\_\_\_  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 82-0916866  
 Mailing Address: 2222 Atlantic Ave  
 City: Benson State: MN Zip: 56215 County: Swift  
 Name of Chief Executive Officer (CEO): Thomas Traen  
 CEO Daytime Phone: 320-760-5647 CEO Email: t.traen@yahoo.com  
(permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): ttraen@glacialplains.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](http://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): Benson Golf Course Club House  
 Physical Address (do not use P.O. box): 2222 Atlantic Ave  
 Check one:  
 City: Benson Zip: 56215 County: Swift  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): April 29, 2019 May 7, 2019

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

- Bingo
- Paddlewheels
- Pull-Tabs
- Tipboards
- Raffle

**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](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

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

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**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: Thomas Traen Date: 3/20/19  
(Signature must be CEO's signature; designee may not sign)

Print Name: Thomas Traen

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>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</p>	<p>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-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; 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.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

## LICENSE RENEWALS 2019

**DUE APRIL 13, 2019**

### LIQUOR LICENSE

#### Club On-Sale Liquor

V.F.W. - \$500

#### On-Sale Liquor

Benson Bowler - \$1,000

Benson Golf Club - \$1,000

Mi Mexico - \$1,000\*

McKinney's on Southside - \$1,000

Patrick's Pub & Grill - \$1,000

#### Sunday Liquor

Benson Bowler - \$50

Benson Golf Club - \$50

V.F.W. - \$50

McKinney's on Southside - \$50

Patrick's Pub & Grill - \$50

### SIDEWALK CAFÉ PERMIT

Patrick's Pub & Grill - \$100

### OFF SALE 3.2 MALT BEVERAGE LICENSE

Holiday Stationstore, Inc. - \$15

**DUE APRIL 1, 2019**

#### ROLLERSKATING LICENSE

Svor's Family Roller Rink - \$30

#### SEWER TAP LICENSE

Grossman Plumbing and Heating - \$50

Hawley's Inc. - \$50

Craig's Refrigeration - \$50\*

Rapid Response Plumbing & Heating

T & K Kennedy Excavating - \$50

#### GARBAGE LICENSE

Mattheisen Disposal - \$100

\*Applications not yet received

Patrick's Pub & Grill  
1301 Pacific Ave  
Benson, MN 56215

March 05, 2019

Kid Day Street Dance Proposal  
Friday and Saturday July 19-20, 2019

Patrick's Pub & Grill would like to close down 13th Ave between Patrick's and Jimmy's Pizza from Pacific Ave to Kansas Ave, from the hours of 6 am Fri. July 19 until Midnight Sat. July 20. We would like to do the Street Dance on Friday night and the Bean Bag Tournament on Saturday afternoon. This will accommodate plenty of time for setup, breakdown and cleanup for the function. We would also like to;

- \* Setup for outdoor beer/liquor garden in designated area for both nights
- \* Host an afternoon Adult Bean Bag Tournament on Saturday
- \* Outdoor grill for Brats, Burgers
- \* Have a band play (Wondercure) from 9:00 PM - 1 AM on Friday

Patrick's will provide,

- \* Proof of insurance
- \* Police presence
- \* Picnic tables, band stage etc....

We are looking forward to hosting this fun event on Kid Day! We really enjoy doing this annual event for the residents of Benson!!

Sincerely,

Terry, Jen & Nate Sullivan, Patrick's Pub & Grill

## **RESOLUTION TO CONTRACT DURING SPECIAL EMERGENCY**

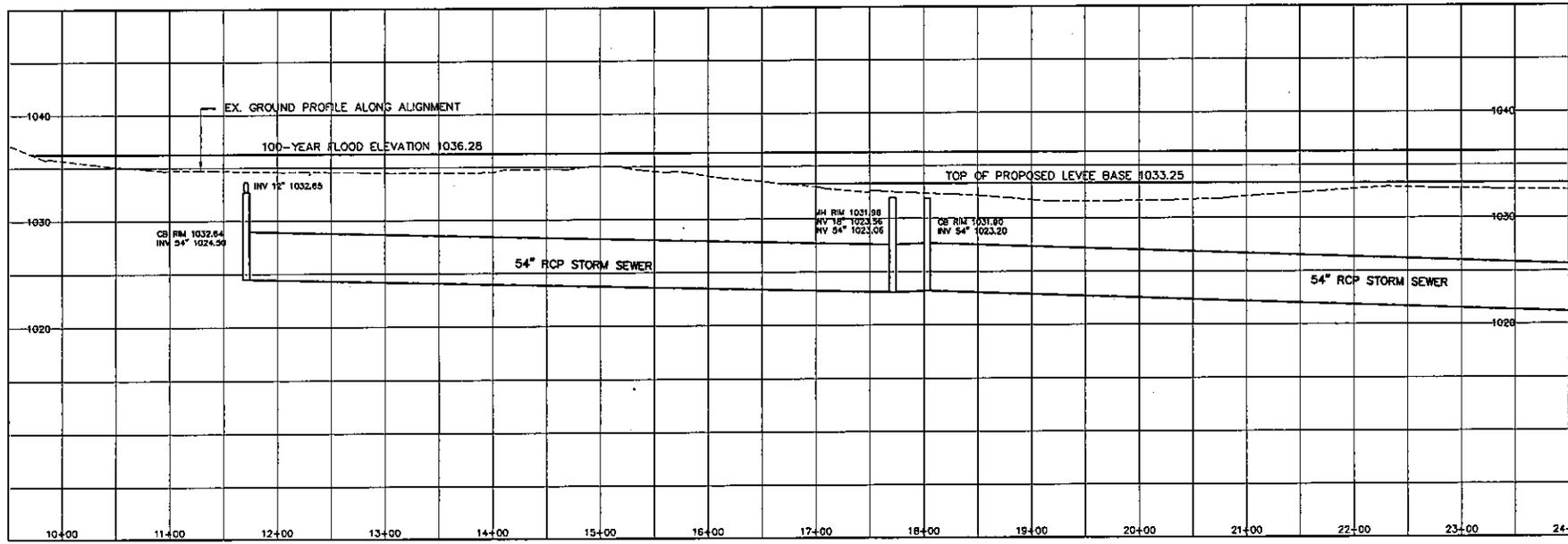
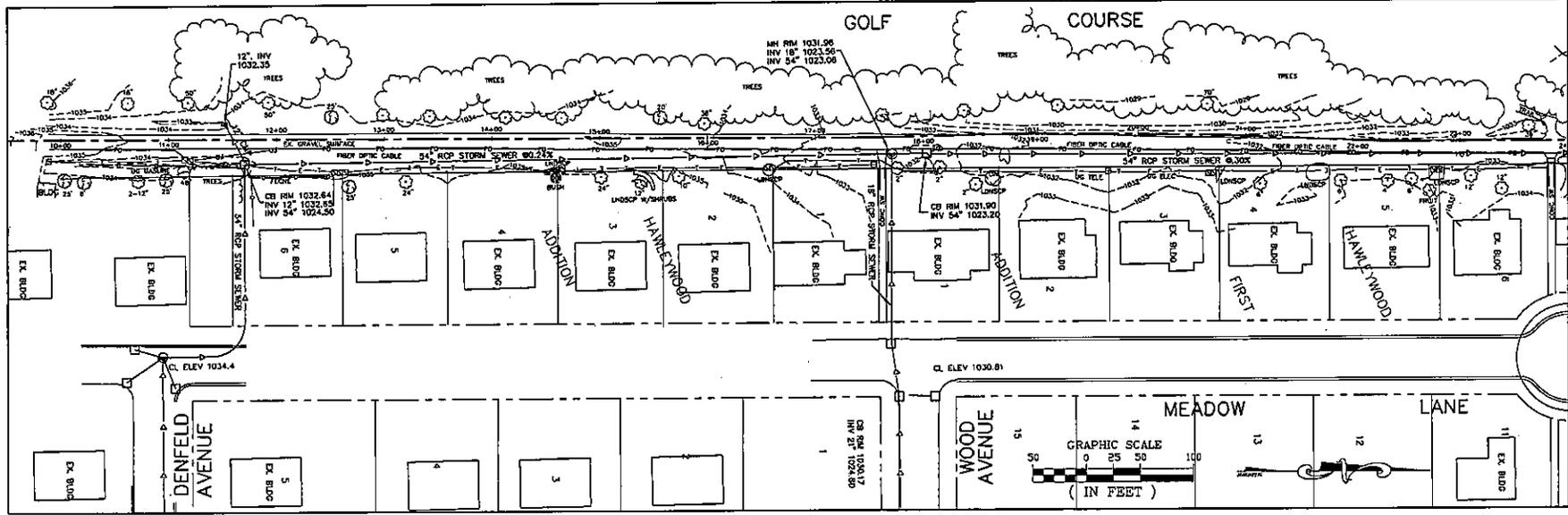
**WHEREAS**, with a pending threat of 2019 Spring flooding in our community, the City Council of the City of Benson has declared that a special emergency is in effect; and,

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

**WHEREAS**, the immediate purchase of flood fight materials and hiring of contractors capable of assisting the public works department with flood fight operations, the cleanup of debris and restoration of essential services is required in order to effectively respond to the emergency; and,

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

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



**LANDTEAM**  
INCORPORATED  
CONSULTING ENGINEERING AND PROFESSIONAL SERVICES

DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

PROJECT: PLAN & PROFILE NORTH-SOUTH NORTHWEST LEVEE  
 CITY OF BENSON  
 BENSON, MN

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

SHEET  
1  
OF  
2



**FEASIBILITY STUDY**  
**FOR**  
**NORTHWEST AREA LEVEE**  
**CONSTRUCTION**

**CITY OF BENSON**  
**SWIFT COUNTY, MN**

REVISED  
JANUARY 2013

*Prepared By:*

**LANDTEAM, Inc.**  
**509 22<sup>nd</sup> Avenue East, Ste. 102**  
**Alexandria, MN 56308**

**NORTHWEST AREA LEVEE CONSTRUCTION**  
**BENSON, MINNESOTA**  
Project No. BE1104

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



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Michael A. Bakken, P.E.

Date January 31, 2013

License No. 42682

This Feasibility Report has been prepared for the City Council of Benson, Minnesota, to analyze the cost of constructing a permanent earthen levee to provide flood protection to the Hawleywood Addition area of the City of Benson. The levee would be constructed as a base to allow the City to install a temporary flood barrier system on the top of the levee to provide additional flood protection up to the FEMA established 100-year flood elevation of the Chippewa River in this area.

#### I. Project Planning Area

The planning area includes portions of Hawleywood Addition, Hawleywood First Addition, and Hawleywood Third Addition. These areas are located on Meadow Lane and Sanford Road north of Wood Avenue. Twenty-seven homes in this area have a flood impact elevation between 1032.00 and 1036.00. The 100-year flood elevation of the Chippewa River in this area reaches 1036.28. The attached exhibit shows the houses affected by this project and the FEMA 100-year flood elevation.

#### II. Existing Conditions

The area of the proposed levee construction lies outside of the residential development in the project area. The west leg of the levee will be constructed on the east side of the golf course property along the existing golf course access road. The north leg of the levee will be constructed on undeveloped land that is currently open field and wooded. There is no natural protection for this area from flood waters from the Chippewa River, which flows through the adjacent golf course.

Soil borings were completed along the project route and the logs of these borings are included with this report. Generally, the ground along the west leg of the proposed levee is suitable for construction. Along the north leg, there is peat and fill material below the proposed levee construction area. Special considerations for construction in this area will be required.

The north leg of the levee is located on privately owned property, which will require land acquisition. The west leg of the levee will be constructed on golf course property that is currently owned by the City.

Overhead high power lines exist in an easement along the north leg of the levee. Initial contact with the utility company owning these lines has been made and they do not object to the project. Coordination of efforts with the utility company will be necessary in this area.

City storm sewer discharges in the project area. Consideration will be required to address flood water surcharge and City stormwater/meltwater backup through the storm sewer system.

#### III. Proposed Improvements

The levee and temporary barrier system must be constructed to provide flood protection to the 100-year flood elevation. The following discussion will address the permanent and temporary components of the system separately.

## Permanent Levee

The permanent portion of the project will consist of constructing an earthen levee to the minimum elevation that allows use of a temporary flood barrier system. Existing conditions require that construction of the levee occur somewhat differently for each of the two legs. The attached typical sections illustrate the proposed construction of the two legs.

The west leg will be considered in two segments. The south segment, that area with an existing elevation above 1033.9, will receive a 3-foot wide clay trench along the west side of the existing golf course gravel access road. This additional width is necessary to allow adequate area for placement of the temporary flood barrier system. The north segment will be constructed with a 20-foot wide top. The west side of this section will receive a 6-foot wide clay berm and 3-foot wide clay trench. The east 14-feet of the levee in this section will be Class 5 gravel golf course access road. Un-graveled portions of the levee will receive topsoil and seed for stabilization.

The north leg of the levee will be constructed with a 16-foot wide top. The south 14-feet of the levee will receive Class 5 aggregate base for access stability. The west segment, that area with existing elevations below 1034.4, will be constructed with a clay core. The east segment, that area above elevation 1034.4, will receive a 3-foot clay core along the north edge. Poor subgrade soils will receive geotextile fabric below the constructed levee. Geogrid will be installed below the gravel surface to ensure a driving surface adequate for equipment movement. The entire levee will receive topsoil and seed for stabilization.

As a result of the construction, backyard areas of several residential lots along the east side of the west leg of the levee will require drainage redirection and collection efforts. Connection to existing trails and sidewalks will also be necessary. During construction, consideration of access to the golf course must be made.

There are existing 54" and 36" RCP storm sewer lines that discharge into a ditch at the northwest corner of the proposed levee construction. In order to maintain flood protection, these lines must be isolated and fitted with water stopping systems to prevent flood waters from backing up the storm sewer system. To accomplish this, junction manholes will be installed on each line. Sluice gates will be installed inside the junction manholes. The gates will remain open under normal operating conditions. City staff will close the gates prior to flooding conditions.

## Temporary Flood Barrier System

The temporary flood barrier system must be placed on the top of the permanent levee to provide flood protection up to the FEMA established 100-year flood elevation in this area. Numerous proprietary temporary flood barrier systems are available commercially. Three general types of temporary flood barrier systems were chosen for inclusion in this report; the permanent levee was designed to accommodate any of these systems. The types chosen for inclusion were:

- Cellular, gabion-like barriers (Hesco® Barrier)—the cellular, gabion-like barrier

system is a series of large geotextile bags contained within a sturdy wire mesh. After placement on the levee top, the bags are filled with sand.

- Water filled geomembrane tubes (Aquadam®)—the water filled geomembrane system consists of a series of large, baffled tubes that are placed on the top of the permanent levee. Water is then pumped into the tubes to inflate them to the design height.
- Water filled plastic barriers (Floodstop®)—the water filled plastic barrier system consists of a series of individual pods that are placed on the permanent levee and are connected together in series. Floodwater fills the pods as the flood stage increases.

A variety of characteristics must be evaluated prior to procurement of any temporary flood barrier system. A list of several of these characteristics is included below. The City of Benson may have additional criteria or system requirements to evaluate as well.

- Ease of Deployment
  - note that the geomembrane tube system requires pre-filling (pumping of water) for deployment (approximately 350,000 gallons in this instance), while the plastic barrier requires pre-filling of several pods along the series, with the remaining pods passively filling with rising floodwaters
- Height Flexibility
- Post-flood Clean Up
- Reusability
- Storage Area Requirements
- Susceptibility to Damage Due to Freezing
- Susceptibility to Damage by Debris
- Anchorage Requirements
- Cost
  - Estimated cost of initial deployment of each of the systems evaluated is included in this report

#### IV. Cost Estimates

The estimated cost for construction of the proposed permanent levee is \$285,403 (\$109.77/lineal foot). This amount includes procurement of the necessary easements and construction of the permanent levee and the storm sewer improvements. It also includes construction contingencies, engineering fees, legal fees, and administrative fees.

Estimated cost for the temporary flood protection systems are as follows.

- The cost to procure and install the temporary cellular gabion barrier system (Hesco®) is estimated at \$119,080 (\$45.80/lineal foot).
- The cost to procure and install the water filled geomembrane tube system (Aquadam®) is estimated at \$87,275 (\$33.57/lineal foot).
- The cost to procure and install the water filled plastic barrier system (Floodstop®) is \$287,713 (\$109.89/lineal foot)

Attached to this report is the Preliminary Estimate of Cost for the permanent levee system, as well as estimates for the three temporary systems.

## V. Flood Protection Funding

### Assessment Determination

The City of Benson has determined that a portion of the permanent levee system construction costs shall be assessed to the benefitting properties. The benefitting properties are those properties in the Hawleywood Additions that are within the FEMA 100-year flood boundary. There are 27 properties that will benefit from this project. However, due to elevation differences of the homes within this area, there are differing levels of benefit. In order to assign level of benefit to each property, each foot of elevation rise was assigned an Assessment Factor (AF). The AF's assigned were 0.25, 0.50, 0.75, and 1.00. Residences with first floor elevation below 1033 are assigned an AF of 1.00 as they receive the highest benefit from this construction. Residences with elevations from 1033 to 1034 are assigned an AF of 0.75. Residences with elevations from 1034 to 1035 are assigned an AF of 0.50 and residences above 1035 are assigned an AF of 0.25. Using this assessment factor method, 18.5 factored assessments are created.

As noted, the estimated permanent levee system construction cost is \$285,403. The City has received preliminary approval to be granted 50% of the permanent levee construction costs, up to a maximum of \$150,000. The ultimate amount of grant funding received will reduce the assessable amount. Based on the estimated construction cost, and considering grant funding of \$142,701, the assessable portion is estimated to be \$142,701. The actual assessment amount will be based on the final project costs. Using the methodology described above and 18.5 factored assessments, the base factored assessment amount is \$7,714.

The term and interest rate for the assessed amounts will be determined by City Council.

A spreadsheet indicating the estimated assessments to benefitting properties is attached.

## VI. Conclusions and Recommendations

This Feasibility Report has examined the costs associated with providing flood protection to the 100-year flood elevation to properties within the Hawleywood area of the City of Benson. This flood protection will be completed through a combination of permanent levee construction and placement of a temporary flood barrier system.

Upon acceptance of this Report and a decision to proceed with the project, the council would proceed by holding a public hearing for the purposes of Chapter 429 special assessments, as required by State Statute. Upon completion of the hearing, the Council may call for Plans and Specifications for the project. The project proposed by this Feasibility Report is necessary, cost-effective, and feasible and should be made as presented.

**CITY OF BENSON  
NORTHWEST LEVEE**  
Estimated Quantities and Costs  
Project No. BE1104

**LEVEE CONSTRUCTION AND STORM SEWER RECONSTRUCTION**

Item Description	Unit	Quantity	Unit Price	Extension
MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
GOLF COURSE ACCESS	LS	1	\$1,500.00	\$1,500.00
CLEAR AND GRUB TREES & BRUSH	ACRE	0.1	\$5,000.00	\$500.00
CLEAR AND GRUB TREES	EACH	3.0	\$1,000.00	\$3,000.00
RELOCATE TREE	EACH	31	\$75.00	\$2,325.00
TOPSOIL STRIPPING	CU YD	890	\$4.00	\$3,560.00
COMMON EXCAVATION	CU YD	1,036	\$6.00	\$6,216.00
SELECT CLAY BORROW (CV)	CU YD	3,800	\$12.00	\$45,600.00
SELECT BORROW ROAD (CV)	CU YD	650	\$12.00	\$7,800.00
CLAY CORE TRENCH	LIN FT	2,000	\$13.00	\$26,000.00
AGGREGATE CLASS 5 (CV)	CU YD	748	\$14.00	\$10,472.00
CONTROL MANHOLE - 4020 - 96" W/ 54" SLUICE GATE	LS	1	\$30,000.00	\$30,000.00
CONTROL MANHOLE - 4020 - 72" W/36" SLUICE GATE	LS	1	\$16,000.00	\$16,000.00
CATCHBASIN	EACH	1	\$2,000.00	\$2,000.00
SALVAGE & REINSTALL CASTING	EACH	1	\$200.00	\$200.00
F & I CASTING	EACH	1	\$400.00	\$400.00
12" RC PIPE	LIN FT	90	\$20.00	\$1,800.00
36" RC PIPE	LIN FT	26	\$100.00	\$2,600.00
54" RC PIPE	LIN FT	32	\$220.00	\$7,040.00
12" RCP APRON	EACH	2	\$500.00	\$1,000.00
36" RCP APRON	EACH	1	\$1,000.00	\$1,000.00
54" RCP APRON	EACH	1	\$1,500.00	\$1,500.00
RIPRAP CL III	CU YD	10	\$50.00	\$500.00
GEO-GRID REINFORCEMENT MAT	SQ YD	960	\$5.00	\$4,800.00
GEO-TEXTILE STABILIZATION FABRIC	SQ YD	2,800	\$2.50	\$7,000.00
AQUABLOK ANTI-SEEPAGE COLLARS	EACH	2	\$400.00	\$800.00
AQUABLOK TRENCH AT TREES	LIN FT	60	\$75.00	\$4,500.00
SILT FENCE MACHINE SLICED	LIN FT	2,700	\$1.50	\$4,050.00
FLOATATION CURTAIN	LIN FT	30	\$15.00	\$450.00
SEEDING (LAWN)	SQ YD	1,900	\$1.10	\$2,090.00
SEEDING (ROAD SIDE)	ACRE	1.4	\$2,000.00	\$2,800.00
			SUBTOTAL	<b>\$212,503.00</b>
10% CONTINGENCIES				\$21,250.30
10% DESIGN ENGINEERING (CONSTRUCTION OBSERVATION AND STAKING BY CITY)				\$21,250.30
<b>ESTIMATED LEVEE CONSTRUCTION COST</b>				<b>\$255,003.60</b>
EASEMENT ACQUISITION				\$30,000.00
MPCA NPDES PERMIT				\$400.00
<b>TOTAL PROJECT COST</b>				<b>\$285,403.60</b>

**CITY OF BENSON**  
**NORTHWEST LEVEE**  
 Estimated Quantities and Costs  
 Project No. BE1104

**INITIAL MOBILIZATION--HESCO ® BARRIER SYSTEM**  
**(ASSUMES BASE LEVEE IS IN-PLACE)**

Item Description	Unit	Quantity	Unit Price	Extension
1 HESCO BARRIERS 3 X 3 X 15 (MATERIAL ONLY)	UNIT	174	\$450.00	\$78,300.00
2 12" PIPE PLUG (MULTI-FLEX)	EACH	2	\$400.00	\$800.00
3 18" PIPE PLUG (MULTI-FLEX)	EACH	1	\$600.00	\$600.00
4 SAND BAGS (2 PER 5 LIN. FT.)	EACH	1,100	\$1.00	\$1,100.00
5 POLYETHYLENE	S.Y.	2,400	\$0.20	\$480.00
6 2 - 12" DIESEL PUMP (RENTAL)	DAY	14	\$300.00	\$4,200.00
7 PUMP FUEL (125 GAL/DAY/PUMP)	GAL	1,750	\$4.50	\$7,875.00
8 SAND (CONCRETE TRUCK)	CU YD	650	\$28.00	\$18,200.00
9 SAND DELIVERY (1 HR/10 C.Y.)	HR	65	\$85.00	\$5,525.00
10 RESEEDING AFTER REMOVAL	ACRE	1	\$2,000.00	\$2,000.00
TOTAL				<b>\$119,080.00</b>

ESTIMATED COST  
 COST/LINEAL FOOT

<b>\$119,080.00</b>
<b>\$45.80</b>

WORK FORCE ASSUMPTIONS

1. CONTRACTOR PROVIDED:
  - a.) SAND DELIVERY (CONCRETE TRUCK)
  - b.) SAND FILLING
2. CITY:
  - a.) DELIVERY AND SETUP
  - b.) PUMPING
  - c.) STORM SYSTEM PLUGGING
  - d.) REMOVALS
3. VOLUNTEER:
  - a.) SAND BAG FILLING
  - b.) POLY AND SAND BAG PLACEMENT

**CITY OF BENSON  
NORTHWEST LEVEE**  
Estimated Quantities and Costs  
Project No. BE1104

**INITIAL MOBILIZATION--AQUADAM ® SYSTEM  
(ASSUMES BASE LEVEE IS IN-PLACE)**

Item Description	Unit	Quantity	Unit Price	Extension
1 AQUADAM UNIT 3' HEIGHT	L.F.	2,600	\$28.00	\$72,800.00
2 AQUADAM UNIT ATTACHMENT COLLAR	EACH	25	\$40.00	\$1,000.00
3 12" PIPE PLUG (MULTI-FLEX)	EACH	2	\$400.00	\$800.00
4 18" PIPE PLUG (MULTI-FLEX)	EACH	1	\$600.00	\$600.00
5 2 - 12" DIESEL PUMP (RENTAL)	DAY	14	\$300.00	\$4,200.00
6 PUMP FUEL (125 GAL/DAY/PUMP)	GAL	1,750	\$4.50	\$7,875.00

TOTAL \$87,275.00

ESTIMATED COST \$87,275.00  
COST/LINEAL FOOT \$33.57

WORK FORCE ASSUMPTIONS

1. CITY:

- a.) AQUADAM DELIVERY AND SETUP
- b.) PUMPING
- c.) STORM SYSTEM PLUGGING
- d.) REMOVALS

2. VOLUNTEER:

- a.) POTENTIAL SANDBAGGING

**CITY OF BENSON  
NORTHWEST LEVEE**  
Estimated Quantities and Costs  
Project No. BE1104

**INITIAL MOBILIZATION--FLOODSTOP® SYSTEM  
(ASSUMES BASE LEVEE IS IN-PLACE)**

Item Description	Unit	Quantity	Unit Price	Extension
1 FLOODSTOP UNIT	EACH	867	\$314.00	\$272,238.00
2 12" PIPE PLUG (MULTI-FLEX)	EACH	2	\$400.00	\$800.00
3 18" PIPE PLUG (MULTI-FLEX)	EACH	1	\$600.00	\$600.00
4 2 - 12" DIESEL PUMP (RENTAL)	DAY	14	\$300.00	\$4,200.00
5 PUMP FUEL (125 GAL/DAY/PUMP)	GAL	1,750	\$4.50	\$7,875.00
TOTAL				<b>\$285,713.00</b>

ESTIMATED COST	<b>\$285,713.00</b>
COST/LINEAL FOOT	<b>\$109.89</b>

WORK FORCE ASSUMPTIONS

1. CITY:
  - a.) FLOODSTOP DELIVERY AND SETUP
  - b.) PUMPING
  - c.) STORM SYSTEM PLUGGING
  - d.) REMOVALS
2. VOLUNTEER:
  - a.) POTENTIAL SANDBAGGING

**NORTHWEST AREA LEVEE CONSTRUCTION  
CITY OF BENSON, MINNESOTA  
January 2013**

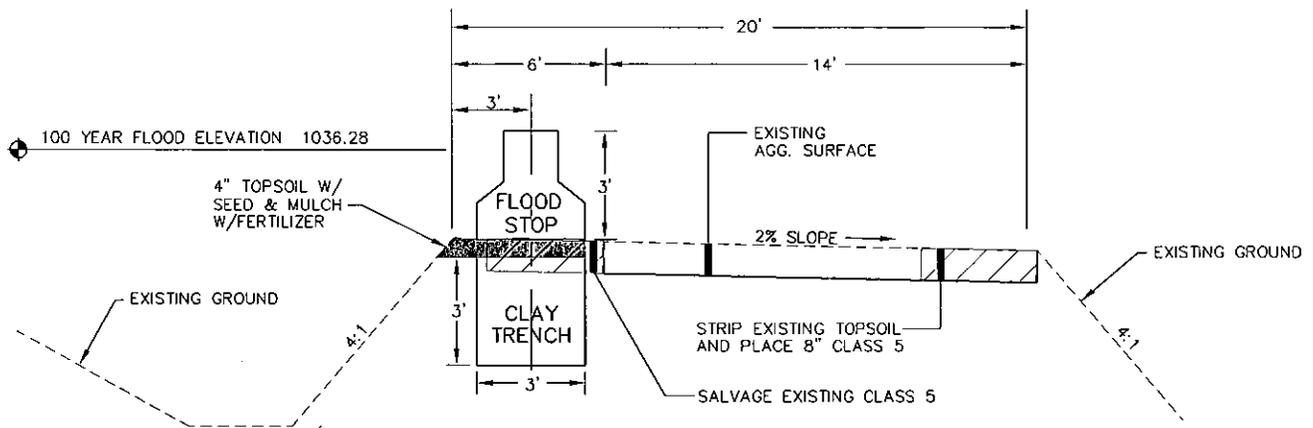
**Assessment Calculations**

Elevation	# of Homes	Assessment Factor	Total Factored Assessments
1032-1033	8	1.00	8
1034	6	0.75	4.5
1035	11	0.50	5.5
1036	2	0.25	0.5
<b>TOTALS</b>	<b>27</b>		<b>18.5</b>

Total Assessable Permanent Project Cost                   \$142,701.00  
 Total Factored Assessments   18.5  
 Permanent Construction Cost per Factored Assessment       \$7,713.57

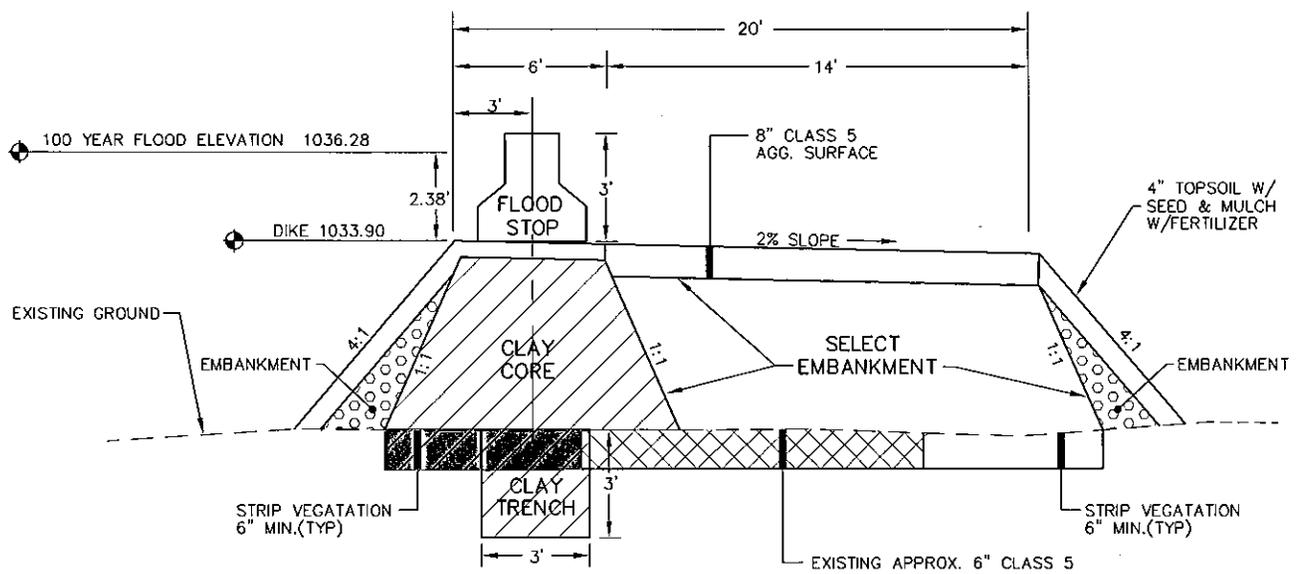
**Estimated Assessments**

PLAT NAME	Lot	Block	Flood Impact Elevation	Assess Factor	Estimated Assessment for Permanent Protection
Hawleywood Addition	1	1	1035	0.50	\$3,856.78
Hawleywood Addition	1	2	1034	0.75	\$5,785.18
Hawleywood 1st Addition	1	1	1033	1.00	\$7,713.57
Hawleywood 1st Addition	2	1	1034	0.75	\$5,785.18
Hawleywood 1st Addition	3	1	1034	0.75	\$5,785.18
Hawleywood 1st Addition	4	1	1033	1.00	\$7,713.57
Hawleywood 1st Addition	5	1	1034	0.75	\$5,785.18
Hawleywood 1st Addition	6	1	1033	1.00	\$7,713.57
Hawleywood 1st Addition	7	1	1035	0.50	\$3,856.78
Hawleywood 1st Addition	8	1	1032	1.00	\$7,713.57
Hawleywood 1st Addition	9 - 10	1	1033	1.00	\$7,713.57
Hawleywood 1st Addition	11	1	1033	1.00	\$7,713.57
Hawleywood 1st Addition	12	1	1034	0.75	\$5,785.18
Hawleywood 1st Addition	13	1	1035	0.50	\$3,856.78
Hawleywood 1st Addition	14	1	1035	0.50	\$3,856.78
Hawleywood 1st Addition	15	1	1034	0.75	\$5,785.18
Hawleywood 3rd Addition	1	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	2	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	3	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	4	1	1036	0.25	\$1,928.39
Hawleywood 3rd Addition	5	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	6	1	1033	1.00	\$7,713.57
Hawleywood 3rd Addition	7 - 8	1	1033	1.00	\$7,713.57
Hawleywood 3rd Addition	9	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	10	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	11	1	1035	0.50	\$3,856.78
Hawleywood 3rd Addition	12	1	1036	0.25	\$1,928.39



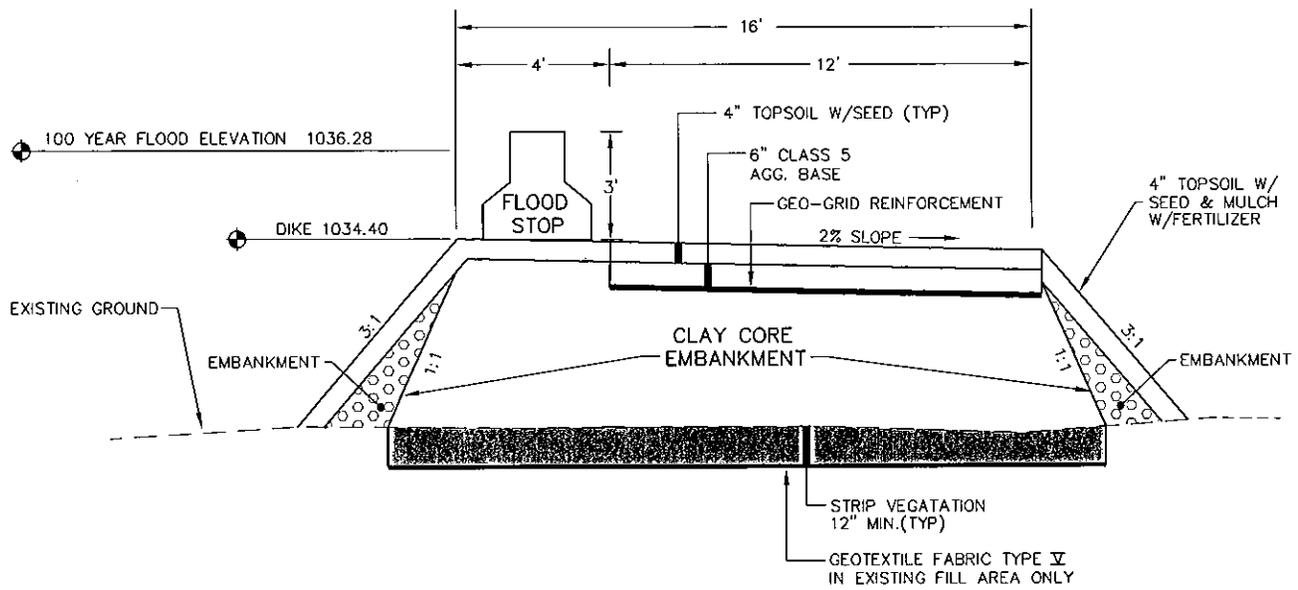
**TYPICAL SECTION "A"**  
 STA. 9+80 - 16+15 (WEST LEG)  
 SCALE = N.T.S.

NOTE: SHOWN WITH FLOOD STOP TEMPORARY FLOOD BARRIER.



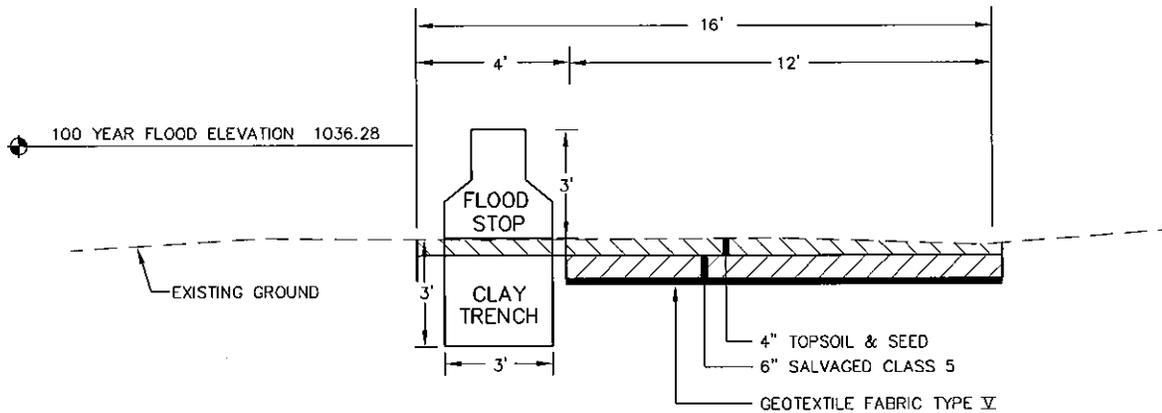
**TYPICAL LEVEL SECTION "B"**  
 STA. 16+15 - 26+30 (WEST LEG)  
 SCALE = N.T.S.

NOTE: SHOWN WITH FLOOD STOP TEMPORARY FLOOD BARRIER.



**TYPICAL LEVEE SECTION "C"**  
 STA. 26+30 - 33+00 (NORTH LEG)  
 SCALE = N.T.S.

NOTE: SHOWN WITH FLOOD STOP TEMPORARY FLOOD BARRIER.



**TYPICAL LEVEE ACCESS SECTION "D"**  
 STA. 33+00 - 36+40  
 SCALE = N.T.S.

NOTE: SHOWN WITH FLOOD STOP TEMPORARY FLOOD BARRIER.





# INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING

**PROJECT:** 12-020 LANDTEAM, INC.  
**FLOOD LEVY IMPROVEMENTS**  
**BENSON, MINNESOTA**

**DATE:** 2/16/12 **BORING #:** B-3  
**START TIME:** 10:26 **END TIME:** 10:54

**METHOD:** 3 1/4" I.D. Hollow Stem Auger  
**CREW:** RB / CW  
**ELEVATION:** N/G

**LOCATION:** 29+00 Easement

Page 1 of 1

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	W <sub>n</sub>	Notes
	SC	CLAYEY SAND, fine grained, black.					
		FILL	1	5			
4.0					V		Water measured at 4.0 feet after completion.
5.0	SC-SM	SILTY CLAYEY SAND, fine grained, w/ a trace of GRAVEL, grey.	2	2			
6.0		FILL					
	PT	PEAT, black, fibrous.	3	4			
		brown.	4	4			
10.0							
12.0			5	8			
	SP	POORLY GRADED SAND, fine grained, grey, water bearing.					
15.0			6	10			
		Boring complete to 15.0 feet. Water was encountered at 4.0 feet during drilling. Water measured at 4.0 feet immediately after completion.					

**INDEPENDENT TESTING TECHNOLOGIES, INC. LOG OF SOIL BORING**

**PROJECT: 12-020 LANDTEAM, INC.  
FLOOD LEVY IMPROVEMENTS  
BENSON, MINNESOTA**

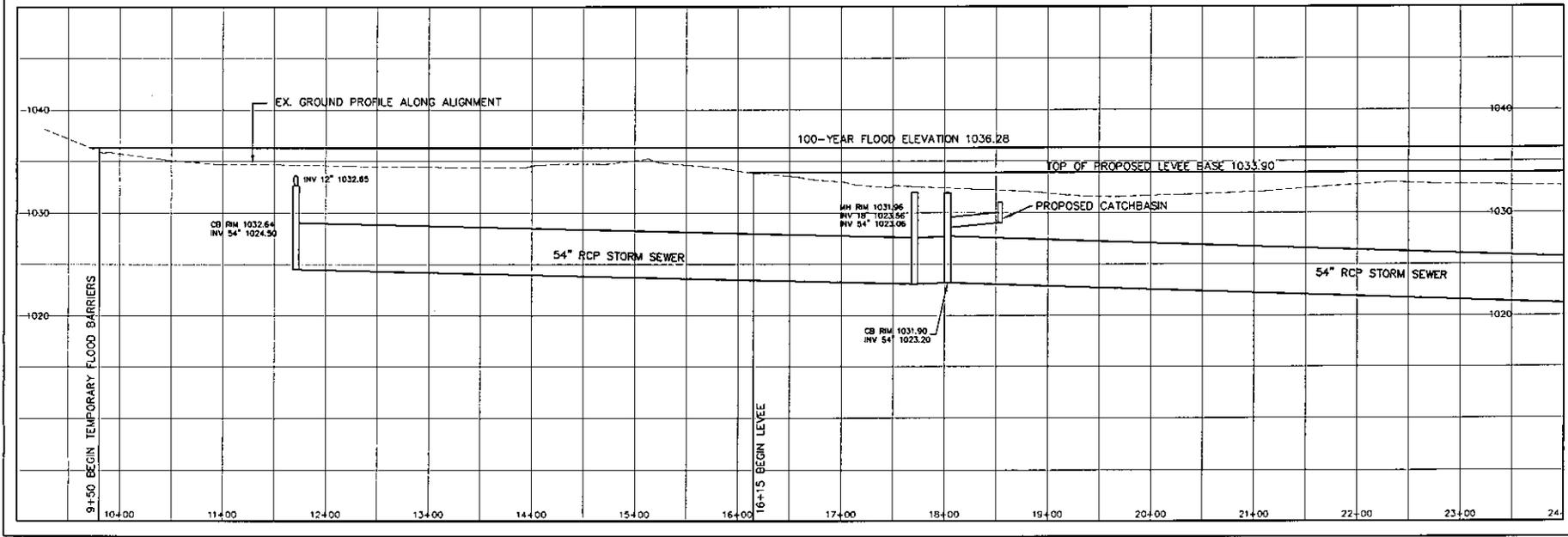
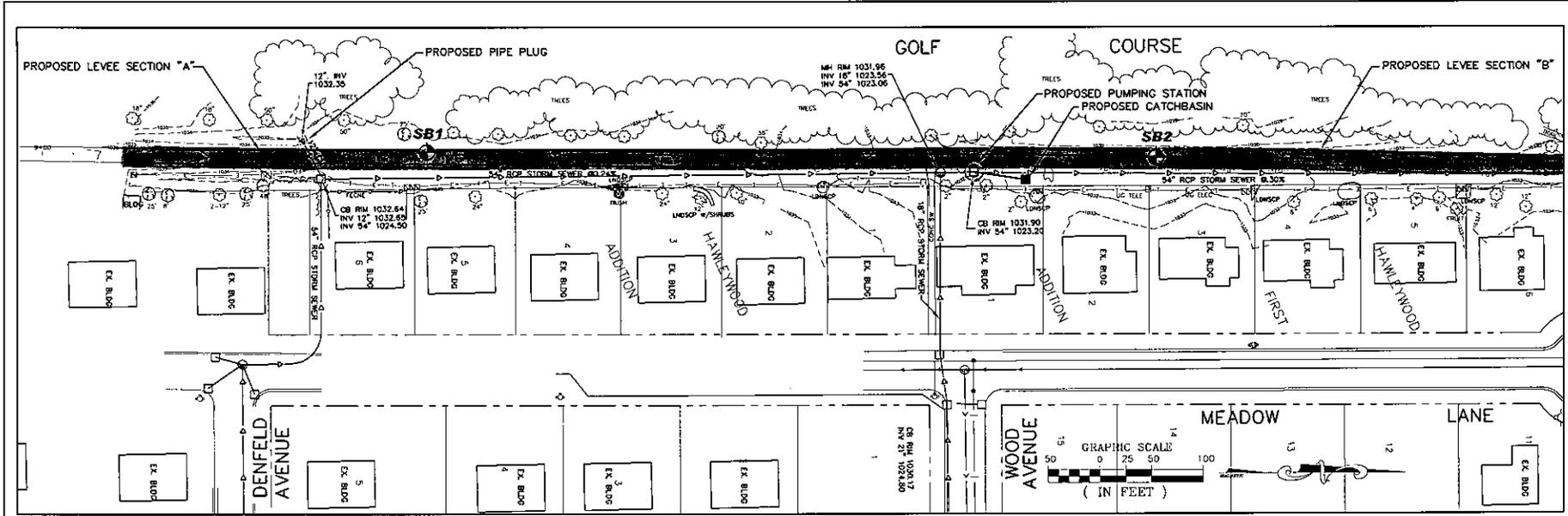
**DATE: 2/16/12 BORING #: B-4  
START TIME: 11:11 END TIME: 11:30**

**METHOD: 3 1/4" I.D. Hollow Stem Auger  
CREW: RB / CW  
ELEVATION: N/G**

**LOCATTON: 34+00 Easement**

**Page 1 of 1**

Depth (Feet)	ASTM Symbol	Soil Description	Sample #	N Value	Water Table	W <sub>n</sub>	Notes
24"	SM	SILTY SAND, fine grained, black. TOPSOIL					
5.0	SC-SM	SILTY CLAYEY SAND, fine grained, w/ a trace of GRAVEL, brown.	1	4			
6.5			2	7			
10.0	SM	SILTY SAND, fine grained, w/ a trace of GRAVEL, brown.	3	10			
			4	11	V		Water encountered at 9.0 feet during drilling.
Boring complete to 10.0 feet. Water was encountered at 9.0 feet during drilling. No water measured to cave-in at 7.0 feet immediately after completion.							



DATE: \_\_\_\_\_

REVISIONS:

**LANDTEAM**  
INCORPORATED  
LAND SURVEYING AND ENGINEERING SERVICES  
509 2nd St. S. • Benson, MN 55005  
Phone: (507) 262-9368 • Fax: (507) 262-9368  
Email: landteam@landteaminc.com

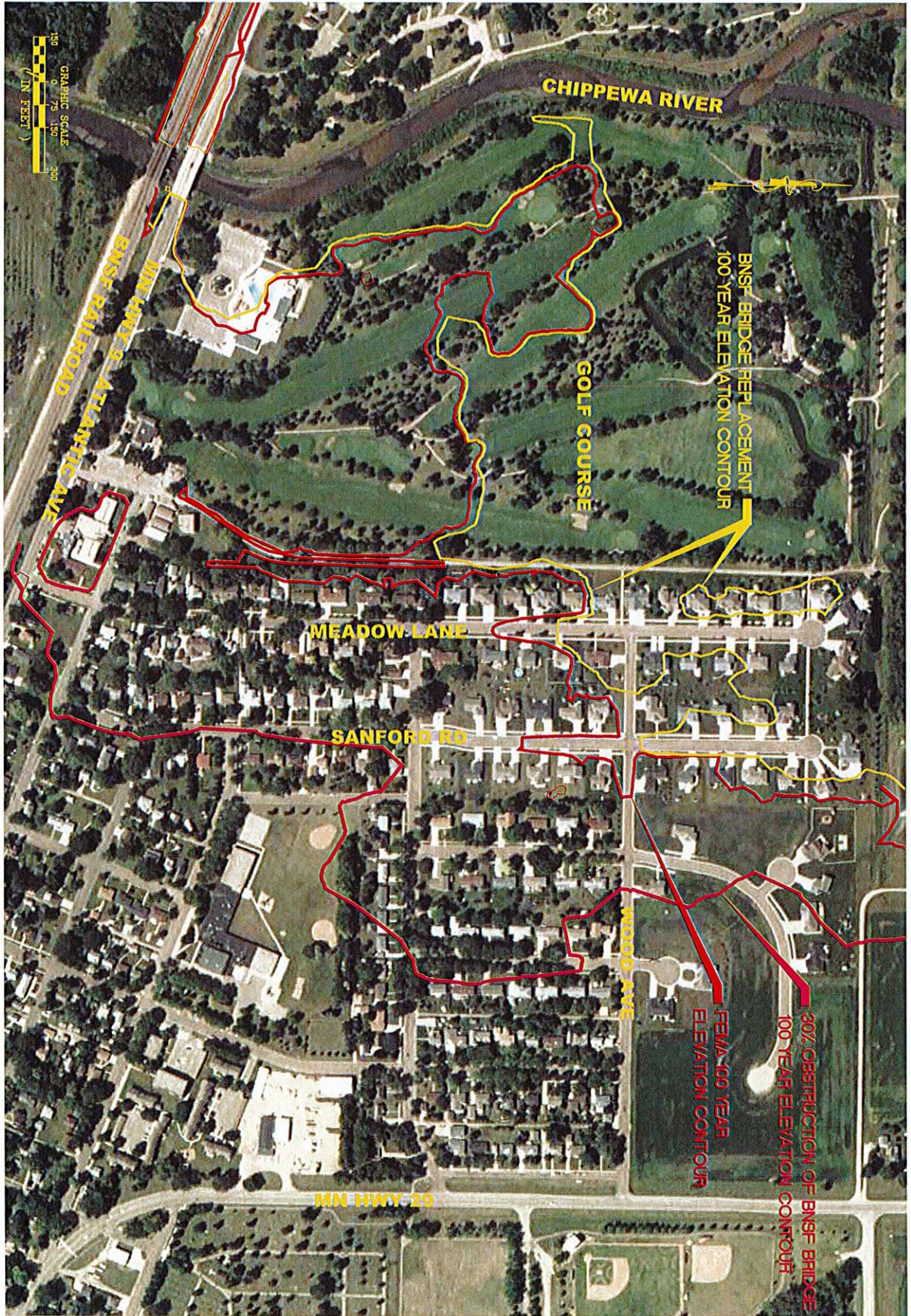
PROJECT: NORTHWEST LEVEE  
DRAWN BY: [Name]      CHECKED BY: [Name]      DATE: \_\_\_\_\_

SCALE: AS SHOWN

PROJECT: NORTHWEST LEVEE  
CITY OF BENSON  
BENSON, MN

SHEET 1 OF 2





1 OF 1  
SHEET

DRAWN: MAB  
DATE: 01-2013  
SCALE: 1"=300'  
PROJ: BE1202  
APPROVED: MAB

EXHIBIT 1  
BNSF BRIDGE HEC-RAS STUDY  
CITY OF BENSON  
BENSON, MN

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
DATE: 3/1/2013 LIC. NO. 42692  
*Michael A. Besson*  
MICHAEL A. BESSON

**LANDTEAM**  
INCORPORATED  
CONSULTING ENGINEERING AND PROFESSIONAL SERVICES  
508 22ND AVENUE EAST - ALEXANDRIA, MINNESOTA 56308  
PHONE: (507) 763-5784 - FAX: (507) 763-5786  
EMAIL: landteam@landteaminc.com

DATE	REVISIONS	BY



**PROFESSIONAL SERVICES AGREEMENT**

**CLIENT:** CITY OF BENSON  
**CONTACT:** Mr. Rob Wolfington  
**DATE SUBMITTED:** December 21, 2012  
**TELEPHONE NO.** 320-843-4775  
**FACSMILE NO.** 320-842-7151  
**ADDRESS Street:** 1410 Kansas Avenue  
City: Benson  
State, Zip: MN, 56215

**PROJECT NO:** BE1201  
**PROJECT DESCRIPTION:** BNSF Railroad Bridge Study

**I. PROJECT UNDERSTANDING:** LANDTEAM understands that the City of Benson would like to assess what effect on flooding the railroad bridge has on the City when it becomes obstructed. And what effect on flooding would occur if the bridge was to be replaced with a pier configuration similar to the upstream highway bridge. The project will make use of the existing HEC-RAS model developed for the Flood Insurance Rate Map for the City of Benson.

**II. SCOPE OF SERVICES:** LANDTEAM Inc. will provide the following services as agreed services:

1. Perform field survey to cross section the river upstream and downstream of the highway bridge and collect information on the hydraulic parameters of the highway and railroad bridges.
2. HEC-RAS modeling assuming blockage of the flow at the railroad bridge.
3. HEC-RAS modeling assuming railroad bridge replacement.
4. Reports detailing the various modeling runs on the 100-year and 500-year flood levels upstream and downstream of the bridge zone.
5. Map showing 100-year inundation for the modeled scenarios.
6. Meet with BNSF representatives to discuss plans the railroad may have for bridge replacement and costs involved in that activity.

**Additional Services:** Additional Services outside the Scope of the Agreement, as requested by the City, will be provided according to the attached Fee Schedule.

**III. SCHEDULE OF SERVICES:** It is anticipated that these services will be completed in January and February, 2013.

**IV. DELIVERABLES:** LANDTEAM will deliver a report summarizing the various model runs for the 100-year and 500-year floods.

**V. COMPENSATION FOR SERVICES:** LANDTEAM will complete the above tasks for a service fee of \$5,000.00.

The attached Rate Schedule dated January 2012 or any subsequent annually revised effective rate schedules shall be effective for the services performed for this project.

LANDTEAM will prepare and submit monthly invoices, which are due and payable within 30 days. Monthly invoices will be submitted to the City on or before the last Wednesday before the next City Council Meeting. Past due invoices will be subject to a service charge of 1% per month.

Additional services, outside the Scope of Services, that are completed by LANDTEAM at the City's request will be billed monthly.

**VI. CLIENT RESPONSIBILITIES:** The CLIENT will be responsible for the following, including, but not limited to:

- Public meetings

**VII. COMMENTS:** This proposal was prepared based on conversations with the Client.

This Contract consists of the following documents:

1. Professional Services Agreement – 1 page
2. General Conditions - 1 page
3. Current Fee Schedule – 1 page
4. Any subsequent amendments written or verbal

Please execute this agreement by signing below and return a copy to our office.

BY: \_\_\_\_\_  
(CLIENT)

DATE: \_\_\_\_\_

**LANDTEAM, INC.**

BY: \_\_\_\_\_  
Thomas A. Klemenhagen,  
President

BY: \_\_\_\_\_  
Michael A. Bakken, P.E.

BURLINGTON NORTHERN SANTA FE  
RAILROAD BRIDGE  
HYDRAULIC (HEC-RAS) STUDY

**CITY OF BENSON  
SWIFT COUNTY, MN**

January 2013

*Prepared by:*

**LANDTEAM, Inc.  
509 22<sup>nd</sup> Avenue East, Suite 102  
Alexandria, MN 56308**

**BNSF BRIDGE HYDRAULIC STUDY**  
**BENSON, MINNESOTA**  
PROJECT No. BE1202

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

A handwritten signature in black ink, appearing to read "Michael A. Bakken". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

---

Michael A. Bakken, P.E.

Date January 31, 2013

License No. 42682

## Purpose

The City of Benson asked Landteam, Inc. to investigate the effects of flooding caused by the Burlington Northern and Santa Fe Railroad (BNSF) Bridge over the Chippewa River. The request was to model the bridge with blockage and replacement of the bridge and document those changes to the flooding of Benson, both upstream and downstream of the bridge. The City of Benson also requested Landteam, Inc. to make contact with BNSF officials to inquire into the railroads future plans for this bridge. In the past, during spring runoff events, debris, such as ice, trees and brush have collected at the railroad bridge piers blocking flow. In the past both the Minnesota Department of Transportation (MNDOT) and BNSF have provided services to remove the debris during flood events.

## Description

The model for development of the Letter of Map Revision (LOMR) for the Federal Emergency Management Agency (FEMA) for the Flood Insurance Rate Map (FIRM) was obtained from the Minnesota Department of Natural Resources. This model was developed using United States Army Corps of Engineers (USACE), Hydraulic Engineering Center (HEC) River Analysis System (RAS) program for the FEMA Flood Insurance Study. The HEC model datum is NGVD 29, all elevations in this report have been converted to NAVD 88 to match the FIRM mapping.

The original HEC-RAS model included the BNSF and the MN Highway 9 bridges as a single bridge that used the bridge deck elevation and pier configuration of the RR bridge and the low steel elevation of the highway bridge. Although doing this is common procedure with close parallel bridges, it is usually done when the two bridges are of similar dimensions and configurations such as interstate highway bridges.

Additional field data was obtained on the configuration of the highway bridge; low steel, pier locations and dimensions, bridge deck profile and curb profile. A cross section of river channel between the railroad and highway bridges was also obtained. The model was then modified to include two bridges at this location.

## Results

Several model scenarios were performed. These were as follows:

- DNR model with railroad and highway bridges combined as one
- Two bridge configuration
- 30 percent blockage of the railroad bridge
- 20 percent blockage of the railroad bridge
- 10 percent blockage of the railroad bridge
- New railroad bridge with pier configuration similar to the highway bridge

Separating the bridges resulted in a reduction in stage upstream of the highway bridge of 0.79 feet from the original FEMA model. (Stage is the elevation of the water surface for a given flow or flood frequency at a given point along the river) In the model assuming 30

percent obstruction of the railroad bridge, a stage increase of 1.88 feet occurred during the 100 year flood event. With replacement of the railroad bridge the stage decreased by a 2.02 feet upstream of the highway.

Upstream TH #9 Elevations		
	Stage (NAVD 88)	Area of Inundation (acre)*
FEMA Study	1036.28	
Two Bridge Model (100 Year)	1035.49	
Existing Bridge with Blockage		
30% Blockage (100 Year)	1038.16	+38.79
20% Blockage (25 Year)	1034.54	
10% Blockage (50 Year)	1035.56	
New RR Bridge (100 Year)	1034.26	-(13.16)

\* Increase or decrease in area of residential and commercial properties inundated within the city limits north of Highway 9 from FEMA 100 year flood event.

- Shading indicates models with flood contours shown on the attached Exhibit 1.

As shown in the table above obstructions of the railroad bridge can cause the probability of property flooding to occur, during smaller and more frequent flood events.

### **Downstream Discussion**

The FEMA model was setup to be run as a steady state model versus a dynamic model. As a result of using the steady state model no downstream affects would be seen when modeled with the railroad bridge replaced. To show what affects the bridge replacement would have downstream a dynamic model would have to be developed. The dynamic model would take a significant amount of engineering and data collection of the flood plain and river channel which is beyond the scope of this study.

### **Summary**

Obstruction of bridges by ice, trees, brush or other debris is always a major concern during a flood event because of the increased stages that occur. The BNSF bridge is of greater concern than most bridges. The number and the tight spacing of piers supporting the bridge are more likely to catch debris and obstruct the flow area thus having a significant impact on the upstream flood damages, potentially causing damages during flood events smaller and more frequent than the FEMA 100 year event.

The BNSF bridge replacement would have a stage reduction of 2.02 feet. Although this seems to be a significant reduction the number of homes removed from the 100 year flood event is minimal, as shown in Exhibit 1. The biggest effect of replacement would be reducing the likelihood of the bridge becoming obstructed.

Contact has been attempted with the BNSF. At this time, no response has been received. Efforts to contact BNSF officials will continue.

## PURCHASE AND SALE AGREEMENT

(Benson/FibroMinn Plant Property)

**THIS PURCHASE AND SALE AGREEMENT**, by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, having an address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 (“Seller” or “NSP”), and the City of Benson having an address of 1410 Kansas Ave., Benson, MN 56215 (“Purchaser” or “Benson”), is made effective for all purposes as of February \_\_, 2019. Purchaser and Seller may be referred to herein individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

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

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

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

1. Definitions.

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

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

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

“Backup Power Agreement” shall mean the City of Benson Agreement for Backup Station Power Service referenced in Section 1.e. of the Letter Agreement, being more particularly that certain Agreement for Backup Service dated April 12, 2004 between the City of Benson, Minnesota and Fibrominn LLC, as assigned to Benson Power LLC, and subsequently assigned to NSP \_\_\_\_\_, as such agreement may have been amended, including, without limitation, all obligations of NSP thereunder.

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

“Benson Confirmation Letter” shall mean that certain letter from the City of Benson to Brian Sullivan of Xcel Energy dated February 19, 2019 confirming the City of Benson’s acknowledgement that the successful Closing of the transaction contemplated by this Agreement, in accordance with the terms contained herein, will eliminate any Claim by the City of Benson for reimbursement from NSP for stranded investment on water, wastewater and/or electric distribution assets as described in Section 1.c. of the Letter of Agreement.

“Benson Fire Hydrant” shall have the meaning set forth in Section 11.a.ii.

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

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

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

“Closing” or “Close” shall have the meaning set forth in Section ~~16~~.

“Closing Date” shall have the meaning set forth in Section ~~16~~.

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

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

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

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

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

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

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

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

“Environmental Laws” means all federal, state, and local laws, rules, and regulations relating to pollution or protection of the public health or the environment, including, the emission, discharge, release, manufacture, processing, distribution, use, treatment, handling, storage, disposal, or transportation of substances, materials, pollutants, contaminants, chemical, solid waste, and/or Hazardous Materials. Environmental Laws include, but are not limited to, (i) the Resource Conservation Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq.; (ii) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. Sections 9601 et seq.; (iii) the Federal Water Pollution Control Act (“Clean Water Act”), as amended, 33 U.S.C. Sections 1251 et seq.; (iv) the Safe Drinking Water Act, as amended, 42 U.S.C. Sections 300f et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. Sections 2601 et seq.; (vi) the Emergency Planning and Community Right-to-Know Act of 1986, as amended; (vii) the National Environmental Policy Act, as amended, 42 U.S.C. Sections 4321 et seq.; (viii) the Occupational Safety and Health Act, as amended, 29 U.S.C. 651 et seq.; (ix) the Pollution Prevention Act of 1990, Pub. L. 101-508, November 5, 1990, as amended; (x) the Oil Pollution Act of 1990, Pub. L. 101-380, August 18, 1990, as amended; (xi) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801 et seq.; (xii) the Clean Air Act, as amended, 42 U.S.C. Sections 7601 et seq.; and (xiii) any regulations promulgated under (i) through (xii) above.

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

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

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

“Indenture” shall mean that certain that certain Trust Indenture dated February 1, 1937, from Northern States Power Company to The Bank of New York Mellon Trust Company, N.A. formerly Harris Trust and Savings Bank and BNY Midwest Trust Company, Trustee., and the Assignment and Assumption of Trust, Supplemental Trust Indentures dated August 1, 2000 from Xcel Energy and Northern States Power Company to Harris Trust and Savings Bank, Trustee and Indentures supplemental thereto.~~[Supplemental and Restated Trust Indenture from Northern States Power Company to Harris Trust and Savings Bank Trustee dated May 1, 1988].~~

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

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

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

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

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

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

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

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

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

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

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

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

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

(including, without limitation, any inspections, tests, investigations or other due diligence involving invasive procedures or activities), or as a result of, related to, or arising in any way from or in connection with Purchaser's, or any of its Representatives' or employees', ingress, egress, activities or presence on the Property.

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

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

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

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

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

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

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

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

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

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

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

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

b. Other Definitional Provisions.

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

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

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

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

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

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

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

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

c. Retained Liabilities. Purchaser shall not assume, and Seller shall retain and be responsible for, subject to the limitations in Sections 12 and 13, and as otherwise set forth in this Agreement, and without affecting the "as is" and other waivers in this Agreement, (i) all Claims (other than Environmental Liabilities) based on, caused by, relating to, arising from or in connection with Ownership and Use of the Lands prior to the Closing Date, including those Claims for personal injury (or death) or property damage, and (ii) all Environmental Liabilities related to, arising from on in connection with the Lands prior to the Closing Date (collectively, the "Retained Liabilities"). As used in this Section 2.c., the phrase "Ownership and Use of the Lands" shall mean the Ownership and Use of the Lands by Seller or by any of its predecessors. Notwithstanding anything in this Section 2.c. or in Section 13 that may appear to the contrary, in respect of any particular Claim regarding an Environmental Liability retained by Seller in Section 2.c.(ii), in the event and to the extent Seller would be responsible for such Claim as an Environmental Liability under Section 2.c.(ii), but also would be relieved of responsibility for such Claim because the Property was sold "as, is, where is," Seller agrees it shall be responsible for such Claim as an Environmental Liability under 2.c.(ii).

3. Earnest Money Deposit. Concurrent with the execution hereof, Purchaser shall deliver the sum of ~~Four~~Three Hundred ~~Fifty~~Forty-Two Thousand Two Hundred and No/100ths U.S. Dollars (~~\$450,0342,200.00~~) in the form of cash, certified funds, or wire transfer of immediately available funds to Commercial Partners Title, LLC (“Title Company”), having an address of 200 South Sixth Street, Suite 1300 Minneapolis, MN 55402, as escrow agent, for immediate deposit into an interest bearing account. The interest accrued ~~and paid~~ on the deposit shall be for the benefit of the Party entitled to the deposit as provided herein. The earnest money deposit and the interest earned on the deposit are referred to herein collectively as the “Earnest Money Deposit”. From and after the end of the Inspection Period, as hereinafter defined, the Earnest Money Deposit shall become non-refundable to Purchaser and shall be considered liquidated damages to which Seller is entitled should Purchaser not thereafter close the purchase for whatever reason, other than for Purchaser’s failure to close due to a default by Seller or due to a Condition Precedent not being satisfied ~~nor~~ waived. If Closing occurs, the Earnest Money Deposit shall be applied to and credited against the Purchase Price at Closing.

Notwithstanding the foregoing, in lieu of delivering the sum set forth in the first paragraph of this Section 3 above, Purchaser may elect to use a portion of the Letter Agreement Section 1.e. Value as the “Earnest Money Deposit.” In the event Purchaser makes such election, such portion of the Letter Agreement Section 1.e. Value shall be treated in the same manner as a sum deposited as an Earnest Money Deposit in the first paragraph of this Section 3 above for all purposes (including, without limitation, from and after the Inspection Period, it will, in an amount equal to Three Hundred Forty-two Thousand Two Hundred and No/100ths Dollars (\$342,200.00), become non-refundable to Purchaser and to that extent shall be considered liquidated damages to which Seller is entitled if Closing does not occur, ~~and~~ if Closing occurs, the entire Letter Agreement Section 1.e. Value (i.e. \$450,000) will be applied to and credited against the Purchase Price, as provided in the first paragraph of this Section 3 above), except such Letter Agreement Section 1.e. Value, in whole or in part, will not be delivered to the Title Company nor will it accrue interest.

Additionally, if Closing does not occur, but the portion of Letter Agreement Section 1.e. Value (\$342,200.00) shall become non-refundable as provided in this Section 3, ~~or~~ and NSP shall pay to Benson, an amount equal to One Hundred Seven Thousand Eight Hundred and No/100ths Dollars (\$107,800.00) (being the difference between the entire Letter Agreement Section 1.e. Value (i.e. \$450,000.00) and the non-refundable portion (i.e. \$342,200.00)), within 30 days following the date that it is definitively determined that Closing will not occur. In the event Closing does not occur and upon the payment by NSP to Benson of the \$107,800.00, then such payment, together with the non-refundable portion of the Letter Agreement Section 1.e. Value, shall be deemed to be a payment by NSP to Benson in full accord and satisfaction of the obligations of Seller under Section 1.e. of the Letter Agreement (including NSP’s obligations under the Backup Power Agreement), and in that event Benson hereby releases and discharges NSP from any and all Claims related to Section 1.e. of the Letter Agreement and related to the Backup Power Agreement.

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If Closing occurs, then the entire Letter Agreement Section 1.e. Value (i.e. \$450,000) shall be deemed to be a payment by NSP to Benson in full accord and satisfaction of the obligations of Seller under Section 1.e. of the Letter Agreement (including NSP’s obligations under the Backup Power Agreement), and in that event Benson hereby releases and discharges NSP from any and

Comment [XE1]: NSP made some modifications to the City’s proposed revision to this paragraph., and a few minor revisions to the rest of Section 3.

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all Claims related to Section 1.e. of the Letter Agreement and related to the Backup Power Agreement.

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

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

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

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

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

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

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

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

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

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

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

8. Title Review.

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

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

c. Seller may, but shall have no obligation to, cure any Closing Encumbrances. Seller shall have 30 days after receipt of notice of any Closing Encumbrances identified by Purchaser to deliver notice to Purchaser (the “Cure Notice”) identifying the Closing Encumbrances, if any, Seller intends to cure, at its discretion, which such cure shall be effected at Seller’s sole cost and expense prior to the Closing; provided, however, (i) Seller shall have no obligation with respect to any Closing Encumbrances not contained in the Cure Notice, and (ii) failure to cure any Closing Encumbrance not listed in the Cure Notice shall not constitute a breach of any of Seller’s representations, warranties, covenants or agreements contained herein.

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

9. Review of Information and Confidentiality of Information.

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

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

b. Confidentiality. Purchaser shall maintain all Information, and all information and documents (including, any reports or results) generated as a result of Purchaser's physical access to conduct due diligence of the Property as provided in Section 10 below ("Physical Access Information"), as strictly confidential and will not disclose such Information or such Physical Access Information, to any third party without the express written consent of Seller, except to its lenders, attorneys and consultants but expressly excluding any Prospective Purchaser ("Representatives"), but only to the extent necessary to complete Purchaser's review of the Information and Purchaser's due diligence of the Property and perform its obligations hereunder, and subject to such third party's agreement to maintain the information as confidential. Information and Physical Access Information shall be disseminated within Purchaser's organization, and to its Representatives, on a "need to know" basis only. In the event that Purchaser does not acquire the Property for any reason, Purchaser will return or deliver to Seller

all copies of any Information and Physical Access Information in its, or its Representatives', possession or within its, or its Representatives', reasonable control.

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

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

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

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

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

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

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

\$2,000,000 aggregate.

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

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

a. Pre-Closing Obligations.

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

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

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

(B) in respect of the Lands, remediate Environmental Contamination, if any, to the extent required by applicable Environmental Law for the Lands' use for commercial or industrial purposes, including entering into the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup Program., if appropriate. The Parties acknowledge that no evidence of Environmental Contamination was identified in the Phase I Environmental Site Assessment performed by WENCK Associates, dated June 21, 2017. Any Environmental Contamination remediated pursuant to this Section 11.a.i.(B) shall not constitute a Retained Liability pursuant to Section 2.c.

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

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

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

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

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

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

b. Post-Closing Obligations.

i. Payments by Seller Calculated Based on Amount of Certain Property Taxes. If Closing occurs, NSP will make two (2) annual payments to Benson within 10 days of receipt of an invoice by Benson, one payment on each of the first and second anniversaries of the Site Restoration Completion Date. Each of the two payments shall equal the amount of local county, city and school property taxes payable by Seller in respect of the Lands for the last full tax year prior to the Site Restoration Completion Date. Notwithstanding that the two payments by Seller are calculated based on the amount of certain taxes paid by Seller in respect of the Lands, Seller shall have no obligation to pay Buyer's taxes or to pay taxes to any taxing authority related to Property, nor any other obligation related to taxes from and after the Closing Date, except as expressly set forth in Section 5.a.i. regarding the proration of general real estate taxes.

Buyer shall be responsible for payment of all taxes related to the Property from and after the Closing Date.

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

c. Letter Agreement Release.

If Closing occurs, then the consideration of providing covenants and agreements regarding matters covered by the Letter Agreement set forth herein, and any amounts applied to and credited against the Purchase Price related to monetized values of NSP's obligations in the Letter Agreement, shall be deemed to be a payment by NSP to Benson in full accord and satisfaction of all of the obligations of NSP under the Letter Agreement (including all of NSP's obligations under any agreements referenced in the Letter Agreement), and Benson hereby releases and discharges NSP from any and all Claims related to the Letter Agreement and related to the any such referenced agreements, including, without limitation, all Claims related to Section 1.c. of the Letter Agreement, being the Claims referenced in the Benson Confirmation Letter.

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## 12. Survival and Indemnification.

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

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

Notwithstanding anything in Section 12.a.(i) or in the paragraph immediately above in this Section 12.a.(ii) that may appear to the contrary, the following representations, warranties,

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

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

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

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

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

b. Seller's Obligation to Indemnify.

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

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

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

(iii) fraud or intentional misrepresentation by Seller in connection with this Agreement; and

(iv.) the Retained Liabilities.

c. Obligation of Purchaser to Indemnify.

To the extent permitted by law, Purchaser shall indemnify, defend and hold harmless Seller, its affiliates and its and their respective directors, officers, shareholders, employees, agents, representatives and assigns (each, a "Seller Indemnified Person") from and against any

and all Claims suffered or incurred by any Seller Indemnified Person arising out of, related to or otherwise in respect of:

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

d. Limitations on Indemnification Obligations.

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

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

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

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

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

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

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

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

14. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the Effective Date and again as of the Closing Date as follows in Sections 14.a, 14.b., 14.c and 14.d., and certifies and discloses to Purchaser as of the Closing Date in Section 14.e. below:

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

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

c. Adverse Proceedings. Except as set forth on Schedule 14.c, There is no pending, or to Seller's knowledge, threatened or contemplated, litigation, investigation, arbitration, condemnation or other proceedings of any kind affecting the Property.

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

e. Statutory Representations. Except for any exceptions to the following set forth in Schedule 14.e. attached hereto, Seller makes the following certifications and disclosures: Pursuant to the Minnesota Ground Water Protection Act, Minn. Stat. Chapter 1031, Seller certifies there is a well with certificate number 812421 located on the Property. Seller certifies that it does not know of any individual sanitary treatment systems or "septic systems" on the Property. To Seller's knowledge, methamphetamine production has not occurred at the Property. Seller discloses that any applicable airport zoning regulations affecting the Property are available for review at the Swift County Courthouse. Seller certifies that it does not know of any above ground or underground storage tanks and associated piping now located in or on the Property. Seller certifies that it does not know of any above ground or underground storage tanks and associated piping that have been located in or on the Property and have subsequently been removed or filled. All of the Seller's certifications and disclosures in this Section 14.e. shall be subject to and automatically modified by any tests, reports, studies or other information concerning the Property previously provided to or obtained by Purchaser or which are provided to or obtained by Purchaser prior to Closing. Purchaser acknowledges that Seller's certifications in this Section entitled "Statutory Representations" are provided only to the extent required by Minnesota law and shall be deemed limited in scope and purpose so as to provide only the certifications and disclosures as expressly required by law.

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

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

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

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

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

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

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

Company their respective closing deliveries, as described below, on or before the Closing Date with appropriate instructions for recording and disbursement consistent with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

vi. Purchaser is satisfied, in Purchaser's sole discretion, that (a) Seller, pursuant to Section 10, has permitted Purchaser to conduct any invasive testing Purchaser believes is warranted required to adequately investigate the Property; and (b) City's Purchaser's physical inspection of the Lands and review of Information in respect of the Lands, did not reveal any Environmental Contamination, beyond the Environmental Contamination, if any, to be remediated pursuant to Section 11.a.i.(B).

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vii. ~~An~~The inspection contemplated in Section 7, conducted not less than twenty-one (21) days prior to the Closing Date shall confirm that none of the material portions of the Structures and Personal Property have been removed or materially damaged by Seller since the previous inspection; or if any material portion of the Structures and Personal Property have been removed or materially damaged since the previous inspection, Seller has either replaced or repaired those portions prior to Closing, or the Parties have agreed to reduce unless the Purchase Price, is adjusted in accordance with Section 7.

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

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

i. Bill of Sale. The Bill of Sale, duly executed by Seller.

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

iii. Indenture Release. Duly executed copy of an Indenture Release.

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

i. Purchase Price. The Purchase Price (as adjusted pursuant to Section 5) by immediately available funds via wire transfer pursuant to instructions provided by Seller prior to the Closing Date.

ii. Bill of Sale. The Bill of Sale, duly executed by Purchaser.

iii. Deed. A recordable Deed, duly executed by Purchaser, with all appropriate notarizations.

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

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

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

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

19. [Reserved].

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

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

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

If to Seller: Northern States Power Company  
d/b/a Xcel Energy  
Attention: Manager  
Siting and Land Rights 6<sup>th</sup> Floor  
414 Nicollet Mall  
Minneapolis, MN 55401

If to Purchaser: City of Benson  
Attention City Manager  
1410 Kansas Ave.,  
Benson, MN 56215

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

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

23. [Reserved].

24. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of law that would apply the law of another jurisdiction. Each Party hereby

irrevocably submits to the exclusive jurisdiction of the state and federal courts in or for Hennepin County in the State of Minnesota (the "Minnesota Courts") in any action arising out of or relating to this Agreement or to the transactions contemplated herein, and, to the extent permitted by applicable law, hereby expressly waives any defense or objection to jurisdiction or venue based on the doctrine of *forum non conveniens*, and stipulates that the Minnesota Courts shall have *in personam* jurisdiction and venue over such Party for the purpose of litigating any dispute or controversy between the Parties arising out of or relating to this Agreement and the transactions contemplated herein.

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

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

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

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

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

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

31. Recording. Neither party shall record this Agreement.

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

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

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

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

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

**SELLER:**

**Northern States Power Company**

By: \_\_\_\_\_  
Name: Christopher B. Clark  
Title: President – NSP Minnesota  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Corporate Secretary  
Date: \_\_\_\_\_

**PURCHASER:**

**City of Benson**

By: \_\_\_\_\_  
Name: Terri Collins  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Rob Wolfington  
Title: City Manager  
Date: \_\_\_\_\_

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE LANDS**

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

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

EXHIBIT A-2

DESCRIPTION OF THE PERSONAL AND OTHER PROPERTY  
CONSTITUTING A PORTION OF THE STRUCTURES AND PERSONAL PROPERTY

<u>Equipment Description</u>	<u>Lot Number</u>
<b>Fuel Hall</b>	<b>601</b>
Clam Shell Bucket	169
Clam Shell Bucket	170
Clam Shell Bucket	171
Clam Shell Bucket	172
Clam Shell Bucket	173
20 Ton Crane	174
20 Ton Crane	175
20 Ton Crane	176
20 Ton Crane	177
Crane & Bucket Parts	178
Fuel Shaker Feeders	179
Fuel Shaker Feeders	180
Blower Unit	205
Blower Unit	206
Motor Control Center	203
Motor Control Center	202
Motor Control Center	201
Fuel Hall Control Cabinet	305
LP Heater	280
LP Heater	281
LP Heater	282
LP Heater	283
LP Heater	284
LP Heater	285
LP Heater	286
Hose Reel	287
Retractable Hose Reel	288
Retractable Hose Reel	289
Storage Cabinets	290
Assorted Electronics	293
Transformer	294
Uninterruptible Power Supply	295
Plant Support	296
Calorimeter	297

Oven	298
Drying Oven	299
Drying Oven	300
Cutting Mill	301
Vertical Cutter Mixer	302
Moister Analyzer	303
Computer Enclosure	304
Control Cabinets	305
Lab Cabinets	306
Assorted Room Contents	307
Barrel Dolly	308
Step Ladder	309
Spools of Wire	310
Conveyor Belt Parts	311
Hoist Brake	312
<b>Truck Scale</b>	
Truck Scale	349
Truck Scale	350
Control Cabinet	208
Truck Wash System	207
2005 Chevy Pickup Truck	214
2008 Chevy Silverado Pickup Truck	215
<b>Admin Building</b>	
	600

**EXHIBIT B**

**FORM OF LIMITED WARRANTY DEED**

**LIMITED WARRANTY DEED**

Date: \_\_\_\_\_

Deed Tax due hereon: \$ \_\_\_\_\_

**FOR VALUABLE CONSIDERATION**, Northern States Power Company, a corporation under the laws of Minnesota, Grantor, hereby conveys and quitclaims to the City of Benson, a municipal corporation, under the laws of Minnesota, Grantee, real property in Swift County, Minnesota, described as follows:

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

*Check here if all or part of the described real property is Registered (Torrens)*

together with all hereditaments and appurtenances belonging thereto, subject to the following exception: the lien of that certain Trust Indenture dated February 1, 1937, from Northern States Power Company to The Bank of New York Mellon Trust Company, N.A. formerly Harris Trust and Savings Bank and BNY Midwest Trust Company, Trustee, and the Assignment and Assumption of Trust, Supplemental Trust Indentures dated August 1, 2000 from Xcel Energy and Northern States Power Company to Harris Trust and Savings Bank, Trustee, and Indentures supplemental thereto, provided however, that Northern States Power Company, a Minnesota corporation, hereby covenants to obtain and furnish to the Grantee a release of said lien within 120 days of the date hereof.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT those matters set forth on Exhibit A attached hereto and made a part hereof.

*Check applicable box:*

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: 812421 →)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**Northern States Power Company,  
a Minnesota corporation**

By \_\_\_\_\_  
Christopher B. Clark  
President, Northern States Power Company

By \_\_\_\_\_  
Assistant Secretary,  
Northern States Power Company

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Christopher B. Clark, President and \_\_\_\_\_, Assistant Secretary of Northern States Power Company, a Minnesota corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary

This instrument drafted by: BES  
Northern States Power Company  
414 Nicollet Mall, 6<sup>th</sup> Floor  
Minneapolis, MN 55402  
Abstract  
200x.xxx

**MAIL REAL PROPERTY TAX STATEMENTS TO:**  
Buyer Name: City of Benson  
Address: 1410 Kansas Ave.,  
Benson, MN 56215

**Exhibit A**  
**of the Limited Warranty Deed**

**Permitted Exceptions**

1. The lien for Real Property taxes not yet due and payable.
2. Utility and drainage easements of record.
3. Building and zoning laws, ordinances and state and federal regulations.
4. Restrictions relating to use or improvement of the Property.
5. Reservation of any mineral rights to the State of Minnesota.
6. ~~[any others ...]~~
7. ~~Reservation of Easement in favor of Seller, as follows~~

**EXHIBIT C**  
**FORM OF BILL OF SALE**

**BILL of SALE**

Know all men by these presents, that Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, (hereinafter referred to as "Seller") in consideration of the terms and conditions stated herein and accepted by the City of Benson, a Minnesota municipal corporation (hereinafter referred to as "Buyer"), does hereby grant, bargain, sell, transfer and deliver unto the Buyer, the following described personal property and other property, namely, described as:

(Description of Property)  
Please refer to the Attached Exhibit A

The personal property and other property being granted, bargained, sold, transferred and delivered hereby is subject and pursuant to that certain Purchase and Sale Agreement between Seller and Buyer dated as of \_\_\_\_\_, 2019 (the "PSA"), and Seller makes no representation or warranty to Buyer, express or implied, in connection with the personal and other property, this Bill of Sale or the grant, bargain, sale, transfer and delivery made hereby, except as may be expressly provided for in the PSA.

In testimony whereof, Seller has caused this instrument to be executed in its name and by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

NORTHERN STATES POWER COMPANY

By \_\_\_\_\_  
Christopher B. Clark  
President – NSP Minnesota  
as Authorized Agent for Northern States  
Power Company, a Minnesota corporation,  
d/b/a Xcel Energy

Buyer hereby accepts the property and the terms hereof.

CITY OF BENSON

By: \_\_\_\_\_  
Terri Collins  
Mayor, City of Benson

**Exhibit A of Bill of Sale**

Equipment Description	Lot Number	Note
<b>Fuel Hall</b>	<b>601</b>	
Clam Shell Bucket	169	Clam Shell Bucket, Capacity 11.0 m3, Lifting Cap. 9900 kg, Dead Weight 7640 kg, Pump Type PV092, Control Block OF5200-15e, Year 2006, Output 33KW, Voltage 440 (Spare Bucket Setting on floor).
Clam Shell Bucket	170	Clam Shell Bucket, Capacity 11.0 m3, Lifting Cap. 9900 kg, Dead Weight 7640 kg, Pump Type PV092, Control Block OF5200-15e, Year 2006, Output 33 kW, Voltage 440 (This bucket still hooked to overhead 20 Ton Crane).
Clam Shell Bucket	171	Clam Shell Bucket, Capacity 11.0 m3, Lifting Cap. 9900 kg, Dead Weight 7640 kg, Pump Type PV092, Control Block OF5200-15e, Year.2006, Output 33 kW, Voltage 440 ( This bucket still hooked to overhead 20 Ton Crane).
Clam Shell Bucket	172	Clam Shell Bucket, Capacity 11.0 m3, Lifting Cap. 9900 Kg., Dead Weight 7640 Kg. Pump Type PV092,Control Block OF5200-15e, yr.2006 Out put 33KW, Voltage 440 ( This bucket still Hooked to over head 20Ton Crane ).
Clam Shell Bucket	173	Clam Shell Bucket, Capacity 11.0 m3, Lifting Cap. 9900 Kg, Dead Weight 7640 kg, Pump Type PV092, Control Block OF5200-15e, Year 2006, Output 33 kW, Voltage 440 (This bucket still hooked to overhead 20 Ton Crane).
20 Ton Crane	174	20 Ton Cap. w/4.5 Ton Aux Hoist, Bridge Span Approx. 80'.
20 Ton Crane	175	20 Ton Cap. w/4.5 Ton Aux Hoist, Bridge Span Approx. 80'.
20 Ton Crane	176	20 Ton Cap. w/4.5 Ton Aux Hoist, Bridge Span Approx. 80'.
20 Ton Crane	177	20 Ton Cap. w/4.5 Ton Aux Hoist, Bridge Span Approx. 80'.
Crane & Bucket Parts	178	Bridge Crane & Clam Bucket Spare Parts.
Fuel Shaker Feeders	179	Fuel Shaker Feeders, 7.5 Motors.
Fuel Shaker Feeders	180	Fuel Shaker Feeders, 7.5 Motors.
Blower Unit	205	Part of fuel hall odor control system
Blower Unit	206	Part of fuel hall odor control system
Motor Control Center	203	Truck Wash Cutler Hammer 2100.MCC w 14 breakers, in fuel hall
Motor Control Center	202	Fuel Building Cutler Hammer 2100 MCC w 4 breakers
Motor Control Center	201	Fuel Building Cutler Hammer 2100 MCC w 35 breakers
Fuel Hall Control Cabinet	305	Fuel Hall, Fuel Handling and Crane Cabinet. Contains cabinet for fuel hall doors and macerators
LP Heater	280	LP Heater, 320000 BTU, 115V ( Mounted on Wall ).
LP Heater	281	LP Heater, 320000 BTU, 115V ( Mounted on Wall ).
LP Heater	282	LP Heater, 320000 BTU, 115V ( Mounted on Wall ).
LP Heater	283	LP Heater, 320000 BTU, 115V ( Mounted on Wall ).
LP Heater	284	LP Heater, 320000 BTU, 115V ( Mounted on Wall ).

LP Heater	285	LP Heater, 320000 BTU, 115V ( Mounted on Wall ) .
LP Heater	286	LP Heater, 320000 BTU, 115V ( Mounted on Wall ) .
Hose Reel	287	Lot: (2) Hose Reel Hand Cranks ( Bolted To Beam ) .
Retractable Hose Reel	288	Lot: (2) Retractable Hose Reels ( Mounted on Beam ) .
Retractable Hose Reel	289	Lot: (2) Retractable Hose Reels ( Mounted on Beam ) .
Storage Cabinets	290	Lot: (2) Two Door Storage Cabinets, (1) Tennsco, (1) Lyon Cabinet .
Assorted Electronics	293	Electronics On Floor & Pallets, Consisting of PCs, Monitors, Phones, Controllers and more.
Transformer	294	Transformer, 45.0 KVA, 480, 3ph. New, never in service.
Uninterruptible Power Supply	295	Uninterruptible Power Supply, AC in 480V , AC out 208 V. Internal DC. 192V, VDC 75.5A.
Plant Support	296	(Lot) Paint Striping Machine, Floor Scraper, Barricades.
Calorimeter	297	Calorimeter, 120v. w/ Tank.
Oven	298	Bake Oven, 30-3000 C. W/ Metal Cabinet .
Drying Oven	299	Carbolite Drying Oven, 35x60x31 Outside, Inside Dimensions 26x38x24 deep.
Drying Oven	300	Carbolite Drying Oven 35x60x31 Outside, Inside Dimensions 26x38x24 deep.
Cutting Mill	301	Cutting Mill, 480V, 50Hz.
Vertical Cutter Mixer	302	Vertical Cutter Mixer.
Moister Analyzer	303	Thermo Spectra-Quad Moister Analyzer.
Computer Enclosure	304	Dust Shield PC. Enclosure.
Control Cabinets	305	Control Cabinets. Consisting of (1) Fuel Hall Control Cabinet, (1) Fuel Handling Cabinet and (1) Crane Cabinet .
Lab Cabinets	306	Lot of Lab Cabinets: ( 1 ) L Shape, 14'x5', (1) L Shape, 8'x5', (1) Straight, 10'8" ( Note: On 3rd Floor- No Elevator ) .
Assorted Room Contents	307	Lot: (2) Two Door Cabinets, Desk, File Cabinet, (4) Lab Chairs, Rubbermaid Cart, Mop Bucket ( Note: On 3rd Floor- No Elevator ) .
Barrel Dolly	308	Barrel Dolly/ Barrel Lift.
Step Ladder	309	12' Step Ladder.
Spools of Wire	310	Lot: (4) Spools of Wire, 12/4, 30 Conductor, 24AWG, Fiber Optic Cable & 1 Other.
Conveyor Belt Parts	311	Assorted Conveyor Belt Parts. To include Rollers, Belting, Used Electric Wire, Light, Wire Cable, Crane Shock Absorbers and other items included but not listed. .
Hoist Brake	312	Hoist Brake Assembly, #2003590.

#### Truck Scale

Truck Scale	349	100000 lbs scale
Truck Scale	350	100000 lbs scale
Control Cabinet	208	Truck wash control cabinet
Truck Wash System	207	Truck Wash System

2005 Chevy Pickup Truck	214	Chevrolet K115432005 Chevy Pickup Truck VIN 2GCEK13T951313538
2008 Chevy Silverado Pickup Truck	215	Chevrolet K105432008 Chevy Silverado Pickup Truck VIN 3GCEK 13398G300929
<b>Admin Building</b>	600	Building along with furnjature and equipment

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**SCHEDULE 14.c**

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PUC Docket Number: E002/M-17-530

On January 25, 2019, Chippewa Valley Ethanol Company (CVEC) and BioPro Power (BPP) filed a Formal Complaint and Request for Contested Case proceeding in the current docket, alleging that Xcel violated the Commission's Order, as stated on page 4 of its filing.

Schedule 14.e.

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Exceptions to Statutory Representations

Notwithstanding any certification or disclosure set forth in Section 14.e, the following are exceptions to such certifications and disclosures:

1. That certain well more particularly described in Exhibit B, Form of Limited Warranty Deed attached to the Agreement.

2. At the time the Property was conveyed to the Seller, there were a number of above ground storage tanks on the Lands, including, without limitation, above ground storage tanks related to the Benson Biomass Plant, some of which could remain on the Property after Closing, to the extent such above ground storage tanks are described as a part of the Structures and Personal Property being conveyed to Purchaser pursuant to the Agreement. Also, the following above ground storage tanks related to petroleum or fuel related products have been located on the Property, but have been removed or will be removed prior to Closing:

- There are several aboveground propane tanks on the Property that are owned by the propane vendor.
- There was a portable aboveground storage tank that contained diesel fuel for use in plant vehicles. That aboveground storage tank was sold at auction.
- There was an above ground storage tank that stored fuel associated with the diesel-powered water fire pump. The pump was sold at auction.

March 18, 2019

Brightmark Energy  
235 Pine Street, Suite 1100  
San Francisco, CA 94104

RE: Extension of Letter of Intent between the City of Benson and Brightmark Energy for  
a new biogas project to repurpose parts of existing Benson Power, LLC facility

Gentlemen;

This letter confirms our mutual intentions to extend the effective period of the Letter of Intent between the parties dated September 28, 2018 for an additional ninety (90) days. All of the terms and conditions of the Letter of Intent dated September 28, 2018 shall remain in effect as stated therein except that the Letter of Intent will now terminate on the earlier of the execution of a Development Agreement or other definitive agreement by the parties hereto relating to the subject matter of the Letter of Intent or on June 26, 2019, whichever occurs first.

Sincerely,

**CITY OF BENSON**

By: \_\_\_\_\_  
Terri Collins, Mayor

Date of Signature: \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

**BRIGHTMARK ENERGY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



Please join us for our  
**54<sup>th</sup> ANNUAL MEETING**

**May 8-9, 2019**

Sioux Falls Convention Center • 1201 Northwest Avenue • Sioux Falls, S.D.

## Tentative Agenda

**WEDNESDAY, MAY 8, 2019**

**WMMPA Annual Meeting (10:30 am)**  
Minnesota members only

**Lunch (11:45 am)**

**Welcome & Opening Session (1 pm)** • Tom Heller

**Municipals Working Together** • Sue Kelly

**Federal Legislative Update** • Marty Kanner

**Beneficial Electrification** • Rob Chapman

**CEO Report** • Tom Heller

**MBMECA & SDMPA Annual Meetings and Board Meetings**

**Reception & Awards (5 pm)**

**THURSDAY, MAY 9, 2019**

**Breakfast (6:45 am)**

**Cybersecurity: What Leaders Need to Know (8 am)** • Doug Westlund

**Customer Service: The Hallmark of Public Power** • Phyllis Currie

**Chairman's Report and Business Meeting** • Harold Schiebout

**Adjourn and Lunch**

**MRES Board of Directors Meeting**



## The MRES Annual Meeting is the perfect opportunity to learn more about the complex issues and challenges facing your municipal utility and MRES.

This year's highlights include **Sue Kelly** of the **American Public Power Association**, who will discuss the value of public power and of municipals working together; **Marty Kanner** of **Kanner & Associates** who will provide an update on federal legislative issues; **Rob Chapman** of the **Electric Power Research Institute** on the value of beneficial electrification; **Doug Westlund** of **AESI-US, Inc.** on what leaders need to know about cyber security; **Phyllis Currie** of **Hometown Connections** who will discuss customer service as the hallmark of public power; and reports by **Tom Heller** of **Missouri River Energy Services** and **Harold Schiebout**, Chairman of the **MRES Board of Directors**.



### Registration

Register online at [www.mrenergy.com](http://www.mrenergy.com), under the EVENTS tab. Or call the MRES office at 800-678-4042. Registration is due April 26. If you do not get an email confirming your registration, email Lisa Korthals at [lisa.korthals@mrenergy.com](mailto:lisa.korthals@mrenergy.com).



### Reservations

Please make room reservations directly with the Sheraton Sioux Falls by calling 605-331-0100 by April 16. Be sure to ask for the MRES block room rate of \$129 plus taxes.



### Questions

Call Jody Peck at 800-678-4042, or email her at [jody.peck@mrenergy.com](mailto:jody.peck@mrenergy.com).



**SWIFT COUNTY - BENSON  
HEALTH SERVICES**

Swift County - Benson Health Services  
1815 Wisconsin Avenue  
Benson, MN 56215

March 11, 2019

City of Benson.

The SCBH Foundation annual fundraiser "Emerald Eve" is planned for April 5<sup>th</sup>, 2019.

We are looking for items for the silent auction. Would you be willing to donate a family outdoor pool pass for the 2019 season?

Thank you,

Jon Hawley,  
Foundation Board Member

# Christmas Light Change out to LED Costs

## Material: Street Light Decorations

4000 c-7 crystal cut LED bulbs

4000 c-7 waterproof gaskets

**Total: 5,450.80**

## Added Material: Street Light Decorations

3000 c-7 crystal cut LED bulbs

3000 c-7 waterproof gaskets

**Total: 4,100.00**

**Grand Total with added material**

**9,550.80**

## Material: For Building Lights

2,250' 14ga. Wire with sockets

1,500 c-9 LED bulbs

1,500 c-9 water proof gaskets

1,500 stainless steel brackets

Labor

**Total: 25,828.00**

## Added Material: For Building Lights

605 ft. 14ga wire with sockets

410 c-9 LED bulbs

410 waterproof gaskets

410 stainless steel brackets

Labor

Added costs

**Total: 6,817.50**

**Total Price for the Christmas Light Project**

**Total: 42,196.30**

## **Bid Approval for new Street Lights**

10- Steel Street Light Poles w/arms Bronze Finish	\$13,228.20
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10- Cobra Head LED Light Fixtures Bronze Finish	\$4,200.00
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**Grand Total: \$17,428.20**

# 2019 Overhead to Underground Project

## Area Job to take Place:

(From Sanford Rd. going East to 16<sup>th</sup> St. and From Utah Ave. Going North to Nevada Ave.)

5,000 ft 1/0 15kw Okonite 220mil Primary Wire	11,335.00
1,000ft 4" Cantex Boreguard	3,500.00
4,000ft 2" Interduct	2,960.00
9- Single Phase Transformers	11,600.00
9- Single Phase Trans. Basements	1,467.00
36- 200 amp Primary Elbows	1,122.12
18- Secondary Pedestals	3,200.04
16- 5/8" x 8' Ground Rods	165.76
4- Single Phase Junction Boxes with Basements	2,341.44
8,000ft 4/0,4/0,2/0 Secondary Wire	12,976.00
33- 200 amp meter sockets with bypass	4,480.00
2- Steel Light Poles (Bronze)	2,665.64
2- LED Street Lights	840.00
2- Street Light Bases	600.00
Contracted Services (Installation and trenching house services)	45,000.00
Unforeseen and Miscellaneous Items	3,000.00

**Grand Total:                      \$107,253.00**

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
101.41110.210 2)MAYOR & COUNCIL	1)GENERAL FUND 3)MAYOR & COUNCIL CONTINGENCY DVD-RWS	27.99	BACKSTREET PRINTING	D-02282019-096		312
101.41110.331 2)MAYOR & COUNCIL	1)GENERAL FUND 3)TRAVEL EXPENSE LODGING	419.69	BANKCARD CENTER	D-02282019-096		412
101.41110.332 2)MAYOR & COUNCIL	1)GENERAL FUND 3)TRAINING & INSTRUCTION LEG ACTION DAY REG-MAYOR	70.00	CGMC	D-02282019-096		307
101.41110.350 2)MAYOR & COUNCIL	1)GENERAL FUND 3)PRINTING & PUBLISHING GARB ADS, ZONING ORD	559.08	MONITOR & NEWS	D-02282019-096		332
101.41300.131 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)HEALTH INSURANCE HEALTH INS/HSA FEES	31.60	FURTHER	050833 M-02282019-097		44
101.41300.201 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)OFFICE SUPPLIES POSTAGE A/P CHECKS ENVELOPES, CDS CASTERS TONER & SUPPLIES	133.85 501.88 50.82 17.95 97.70 801.88	INCIDENTAL FUND CREATIVE FORMS & CONCEPT BACKSTREET PRINTING RUNNINGS SUPPLY INC BANKCARD CENTER * TOTAL	D-02282019-096 D-02282019-096 D-02282019-096 D-02282019-096 D-02282019-096 D-02282019-096		281 306 311 375 413
101.41300.202 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)DUPLICATING & COPYING COPIER MAINT COPIER PAYMENT	108.22 139.00 247.22	LOFFLER COMPANIES-131511 TOSHIBA FINANCIAL SERVIC * TOTAL	D-02282019-096 D-02282019-096		69 195
101.41300.202	1)GENERAL FUND 3)GAS & OIL GAS GAS	90.91 56.71 147.62	GLACIAL PLAINS COOPERATI BANKCARD CENTER * TOTAL	D-02282019-096 D-02282019-096		83 414
101.41300.209 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)CONTRACTED SERVICES COMP TIME/DATA ENTRY	1,200.00	ELECTRIC FUND	D-02282019-096		21
101.41300.310 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)CONTRACTED SERVICES TECH SUPPORT SVC	477.50	SWIFT COUNTY	D-02282019-096		109
101.41300.315 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)CONSULTING SERVICES HALF NORTH END CC STUDY COMP PLAN	2,500.00 124.50 2,624.50	ENGAN ASSOCIATES STANTEC CONSULTING SERVI * TOTAL	D-02282019-096 D-02282019-096		337 427
101.41300.321 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)TELEPHONE LONG DISTANCE CHARGES MONTHLY PRI CHARGE CELL PHONE	165.29 489.07 112.02 766.38	CENTURYLINK CENTURYLINK VERIZON * TOTAL	D-02282019-096 D-02282019-096 M-02282019-097		80 188 30
101.41300.321	1)GENERAL FUND 3)TRAVEL EXPENSE PLANNING COMM MTG MEALS & LODGING	44.91 1,241.86 1,286.77	DOMAT'S FAMILY FOODS BANKCARD CENTER * TOTAL	D-02282019-096 D-02282019-096		298 415
101.41300.331	1)GENERAL FUND 3)TRAINING & INSTRUCTION LEG ACTION DAY REG-WOLFI	70.00	CGMC	D-02282019-096		308



Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.42100.219 2) POLICE DEPARTMENT	1) GENERAL FUND 3) INVESTIGATIONS VEHICLE STORAGE TOW FORD PROSECUTION SERVICE TOWING STORAGE	332.00 375.00 1,989.99 335.00 1,482.00 4,313.99	BENSON BODY SHOP SOUTHSIDE BODY SHOP WILCOX LAW OFFICE P.A. SOUTHSIDE BODY SHOP BENSON BODY SHOP * TOTAL	050829 050840 050841	D-02282019-096 D-03333019-096 M-03333019-097 M-03333019-097 M-02282019-097	352 353 354 355 356 357
101.42100.219	1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS WIPER BLADES	38.98	NORTHSIDE AUTO		D-02282019-096	402
101.42100.223 2) POLICE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIRS CONTRACTED VEHICLE REPAIRS	206.19	TOM'S SERVICE, INC		D-02282019-096	356
101.42100.235 2) POLICE DEPARTMENT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL PEST CONTROL GARBAGE PICKUP	75.00 37.44 112.44	BRANESS PEST CONTROL MATTHEISEN DISPOSAL, INC * TOTAL	050838	D-02282019-096 M-02282019-097	318 89
101.42100.240 2) POLICE DEPARTMENT	1) GENERAL FUND 3) SMALL TOOLS & EQUIPMENT CARTRIDGES, BATTERY PACK SPADE, PAIN, HEATER SUPPLIES	1,335.00 1,224.93 530.68 1,990.61	AXON ENTERPRISE, INC. RUNNINGS SUPPLY INC MIDWEST MONITORING & SUR * TOTAL	050843	D-02282019-096 D-02282019-096 M-02282019-097	357 358 359
101.42100.240	1) GENERAL FUND 3) CONTRACTED SERVICES-CLEANING POLICE DEPT 2/3-3/2	320.00	MCGEARY/THOMAS		D-02282019-096	210
101.42100.321 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE VOICE SERVICES LOCAL SERVICE CELL PHONE CELL SERVICE	64.93 1691.90 1694.94 1030.00 2360.21 759.98	CENTURYLINK OFFICE OF MN.IT SERVICES CENTURYLINK VERIZON VERIZON WIRELESS * TOTAL	050837	D-02282019-096 D-03333019-096 D-02282019-096 D-02282019-096 M-02282019-097	197 198 199 200 201
101.42100.331 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TRAVEL EXPENSE MEALS & LODGING MILEAGE/PARKING AT TRAIN	1,264.84 248.64 1,513.48	BANKCARD CENTER BRUNDAGE/KYLE * TOTAL	050831	D-02282019-096 M-02282019-097	420 43
101.42100.332 2) POLICE DEPARTMENT	1) GENERAL FUND 3) TRAINING & INSTRUCTION ALICE TRAINING MTL REGISTRATIONS	250.52 975.90 1,226.42	WILSON/PAULA BANKCARD CENTER * TOTAL		D-02282019-096 D-02282019-096	254 421
101.42100.381 2) POLICE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	419.10	MUNICIPAL UTILITIES		D-02282019-096	333
101.42100.411 2) POLICE DEPARTMENT	1) GENERAL FUND 3) RENT STORAGE	300.00	SOUTHSIDE STORAGE	050839	M-02282019-097	90
101.42100.433 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DUES & SUBSCRIPTIONS 2019 MEMBERSHIP-MCALPIN	25.00	HUMANE SOCIETY OF SWIFT		D-02282019-096	347
101.42100.439 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DOG POUND EXPENSES POUND BOARDING	20.00	H & H VETERINARY SERVICE		D-02282019-096	411

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.42200.209 2) FIRE DEPARTMENT	1) GENERAL FUND 3) GAS & OIL OIL	45.78	CHAMBERLAIN OIL CO., INC		D-02282019-096	309
101.42200.210 2) FIRE DEPARTMENT	1) GENERAL FUND 3) OPERATING SUPPLIES CABLE SERVICES	15.48	CHARTER COMMUNICATIONS		D-02282019-096	302
101.42200.221 2) FIRE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS CHOP SAW REPAIR ANTIFREEZE	146.51 31.96 178.47	ERIC'S MOTORSPORTS RUNNINGS SUPPLY INC * TOTAL		D-02282019-096 D-02282019-096	297 380
101.42200.223 2) FIRE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIR CONTRACTUAL TIRE REPAIR SCBA FLOW TEST VANTAGE 180 WITH LEDS	52.50 1,287.00 713.46 2,052.96	GLACIAL PLAINS COOPERATI EMERGENCY RESPONSE SOLUT ALEX AIR APPARATUS, INC * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096	85 296 329
101.42200.235 2) FIRE DEPARTMENT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL DRUM RETURN GARBAGE SERVICE	20.00 44.46 24.46	CHAMBERLAIN OIL CO, INC MATTHEISEN DISPOSAL, INC * TOTAL	050835	D-02282019-096 M-02282019-097	367 53
101.42200.240 2) FIRE DEPARTMENT	1) GENERAL FUND 3) SMALL TOOLS & EQUIPMENT MTL HELMET	637.69 205.00 842.69	BORDER STATES ELECTRIC S FIRE SAFETY USA, INC * TOTAL		D-02282019-096 D-02282019-096	240 292
101.42200.310 2) FIRE DEPARTMENT	1) GENERAL FUND 3) CONTRACTED SERVICES CLEANING	62.69	SWIFT COUNTY DAC		D-02282019-096	345
101.42200.332 2) FIRE DEPARTMENT	1) GENERAL FUND 3) TRAINING & INSTRUCTION 5 CONF REGISTRATIONS	800.00	MN STATE FIRE DEPT ASSOC		D-02282019-096	277
101.42200.381 2) FIRE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	467.17	MUNICIPAL UTILITIES		D-02282019-096	95
101.42200.418 2) FIRE DEPARTMENT	1) GENERAL FUND 3) FIRE SERVICE FEE FIRE SERVICE	833.37	WATER FUND		D-02282019-096	24
101.42200.433 2) FIRE DEPARTMENT	1) GENERAL FUND 3) DUES & SUBSCRIPTIONS ANNUAL SUBSCRIPTION 32 SUBSCRIPTIONS	305.00 224.00 529.00	EMERGENCY SERVICES MARKE MSFDA * TOTAL		D-02282019-096 D-02282019-096	295 363
101.42600.131 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) HEALTH INSURANCE HEALTH INS/HSA FEES	7.90	FURTHER	050833	M-02282019-097	46
101.42600.321 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) TELEPHONE CELL PHONE	51.01	VERIZON	050845	M-02282019-097	34
101.42600.331 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) TRAVEL EXPENSE MILEAGE TO MORRIS LODGING	363.08 306.28 669.37	JACOBSON/MIKE BANKCARD CENTER * TOTAL		D-02282019-096 D-02282019-096	358 417
101.43100.131 2) HIGHWAY STREETS & ROADS	1) GENERAL FUND 3) HEALTH INSURANCE HEALTH INS/HSA FEES	40.20	FURTHER	050833	M-02282019-097	47

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.43100.209 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)GAS & OIL GAS	4,770.12	GLACIAL PLAINS COOPERATI		D-02282019-096	87
101.43100.210 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)OPERATING SUPPLIES WELDING GAS	144.17	AMERICAN WELDING & GAS I		D-02282019-096	196
	KNOB	14.88	ZOSEL'S TRUE VALUE		D-02282019-096	196
	CABLE SERVICES	14.70	CHARTER COMMUNICATIONS		D-02282019-096	196
	HEATER HOSE CLAMPS	1.70	AUTO VALU BENSON		D-02282019-096	196
	HINGE T PLATES	1.50	RUNNINGS SUPPLY INC		D-02282019-096	196
	RETURN	2.25	RUNNINGS SUPPLY INC		D-02282019-096	196
	DRUG TESTS	9.00	SWIFT COUNTY BENSON HOSP		D-02282019-096	196
	WAX, PAINT	1.50	MARC		D-02282019-096	196
	WELDING GAS	1,283.45	AMERICAN WELDING & GAS I	050830	M-02282019-096	42
			* TOTAL			
101.43100.215 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SHOP SUPPLIES OIL, RIVETS	25.46	AUTO VALU BENSON		D-02282019-096	325
	DRILL BIT	11.90	RUNNINGS SUPPLY INC		D-02282019-096	325
	OIL DRY, WASHER, NUTS	183.10	NORTHSIDE AUTO		D-02282019-096	401
			* TOTAL			
101.43100.221 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)EQUIPMENT REPAIR PARTS WINDSHIELD	636.42	POWER PLAN		D-02282019-096	267
	BIN PROD	1.99	RUNNINGS SUPPLY INC		D-02282019-096	382
	WIPER BLADES	5.90	NORTHSIDE AUTO		D-02282019-096	404
		715.10	* TOTAL			
101.43100.223 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)EQUIPMENT REPAIRS CONTRACTED INSTALL WINDSHIELD	230.00	BENSON BODY SHOP		D-02282019-096	319
	BUS ACCIDENT REPAIR	5,010.00	BENSON PUBLIC SCHOOL		D-02282019-096	323
	SKID LOADER REPAIR	2,243.00	JOHN DEERE FINANCIAL	050834	M-02282019-096	49
		7,483.00	* TOTAL			
101.43100.231 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SNOW REMOVAL MANIFOLD	95.00	JOHNS MACHINE & DIESEL R		D-02282019-096	229
	STUDS-SNOWBLOWER	140.00	ZIEGLER INC		D-02282019-096	229
	BOLT RETURNS	81.00	HUSTON & SONS TRUCK REPA		D-02282019-096	229
	SNOWBLOWER PARTS	264.00	HUSTON & SONS TRUCK REPA		D-02282019-096	229
	SNOWBLOWER PARTS	1,296.00	HUSTON & SONS TRUCK REPA		D-02282019-096	229
	SNOWBLOWER PARTS	83.00	PRODUCTIVITY PLUS ACCOUN		D-02282019-096	229
	SNOWBLOWER PARTS	83.00	JOHN DEERE FINANCIAL	050834	M-02282019-096	50
		1,979.72	* TOTAL			
101.43100.235 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL GARBAGE SERVICE	110.56	MATTHEISEN DISPOSAL, INC	050835	M-02282019-097	54
101.43100.381 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)UTILITIES UTILITIES	555.55	MUNICIPAL UTILITIES		D-02282019-096	96
	ELECT-GRAVEL PIT & DUMP	88.77	AGRALITE ELECTRIC COOPER	050832	M-02282019-097	14
		644.32	* TOTAL			
101.43100.386 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)STREET LIGHTING UTILITIES UTILITIES	7,119.01	MUNICIPAL UTILITIES		D-02282019-096	97
101.43100.438 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)LAUNDRY MATS & TOWELS	74.23	BENSON LAUNDRY-MAT HOUSE		D-02282019-096	62
	MATS	71.75	BENSON LAUNDRY-MAT HOUSE		D-02282019-096	231
		145.98	* TOTAL			
101.45121.235 2)ORGANIZED RECREATION	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL PEST CONTROL	35.00	BRANESS PEST CONTROL		D-02282019-096	314

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
101.45121.307 2) ORGANIZED RECREATION	1) GENERAL FUND 3) MANAGEMENT FEES SUMMER REC PROGRAM	31,611.06	BENSON PUBLIC SCHOOL	D-02282019-096	322
101.45121.310 2) ORGANIZED RECREATION	1) GENERAL FUND 3) SENIOR CITIZEN PROGRAM MONTHLY CONTRIBUTION	200.00	SENIOR ADVOCACY CORPORAT	D-02282019-096	28
101.45121.310	MONTHLY CONTRIBUTION	500.00	SWIFT COUNTY HUMAN SERVI	D-02282019-096	227
101.45124.210 2) SWIMMING POOL	1) GENERAL FUND 3) OPERATING SUPPLIES CELL PHONE	40.01	VERIZON	050845 M-02282019-097	31
101.45124.235 2) SWIMMING POOL	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL CAULK, PAINT	1,260.30	MARC	D-02282019-096	275
101.45124.321 2) SWIMMING POOL	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	33.27	CENTURYLINK	D-02282019-096	178
101.45124.381 2) SWIMMING POOL	1) GENERAL FUND 3) UTILITIES UTILITIES	142.44	MUNICIPAL UTILITIES	D-02282019-096	98
101.45181.235 2) ARMORY	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL PEST CONTROL	50.00	BRANESS PEST CONTROL	D-02282019-096	317
101.45181.235	TOWELS	25.80	WEST CENTRAL SALES	D-02282019-096	387
101.45181.310 2) ARMORY	1) GENERAL FUND 3) CONTRACTED SERVICES CLEANING	27.14	SWIFT COUNTY DAC	D-02282019-096	344
101.45181.321 2) ARMORY	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	45.32	CENTURYLINK	D-02282019-096	179
101.45181.381 2) ARMORY	1) GENERAL FUND 3) UTILITIES UTILITIES	193.74	MUNICIPAL UTILITIES	D-02282019-096	99
101.45200.131 2) PARKS	1) GENERAL FUND 3) HEALTH INSURANCE HEALTH INS/HSA FEES	7.90	FURTHER	050833 M-02282019-097	48
101.45200.209 2) PARKS	1) GENERAL FUND 3) GAS & OIL GAS	472.87	GLACIAL PLAINS COOPERATI	D-02282019-096	88
101.45200.210 2) PARKS	1) GENERAL FUND 3) OPERATING SUPPLIES NON PROC DISPOSAL	5.00	SWIFT CO ENVIRONMENTAL S	D-02282019-096	262
101.45200.210	ROLLER BIN PROD	158.45	RUNNINGS SUPPLY INC	D-02282019-096	384
101.45200.210	GARBAGE SERVICE	144.10	MATTHEISEN DISPOSAL, INC	050835 M-02282019-097	55
101.45200.221 2) PARKS	1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS WIPER BLADES	9.61	NORTHSIDE AUTO	D-02282019-096	403
101.45200.221	FUEL CAP	41.79	ARNOLD'S OF WILLMAR, INC	D-02282019-096	409
101.45200.221	HITCH	516.00	ARNOLD'S OF WILLMAR, INC	D-02282019-096	410
101.45200.221	VALVE, BOWL	32.69	JOHN DEERE FINANCIAL	050834 M-02282019-097	51
101.45200.235 2) PARKS	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL CLEAN CIVIC CENTER	150.01	SWIFT COUNTY DAC	D-02282019-096	342

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.45200.321 2) PARKS	1) GENERAL FUND 3) TELEPHONE SPRINKLER CELL SERVICE	1.29	VERIZON	050845	M-02282019-097	33
101.45200.331 2) PARKS	1) GENERAL FUND 3) TRAVEL EXPENSE PARK BOARD MTG	97.90	INCIDENTAL FUND		D-02282019-096	282
101.45200.381 2) PARKS	1) GENERAL FUND 3) UTILITIES UTILITIES	538.60	MUNICIPAL UTILITIES		D-02282019-096	100
101.46500.343 2) TOURISM	1) GENERAL FUND 3) LODGING TAX EXPENDITURES PRAIRIE WATERS MBSHP	3,708.00	UPPER MN VALLEY REGIONAL		D-02282019-096	338
101.49010.210 2) CEMETERY	1) GENERAL FUND 3) OPERATING SUPPLIES CEMETERY MTG	55.86	DOMAT'S FAMILY FOODS		D-02282019-096	123
101.49300.723 2) TRANSFERS	1) GENERAL FUND 3) TRANSFER TO GOLF CLUB USED GATOR TORO GREENSMASER SAND RAKE	4,400.00 13,300.00 6,300.00 24,200.00	MIDWEST MACHINERY CO DOUG'S SERVICE & MARINE DOUG'S SERVICE & MARINE * TOTAL	050826 050827 050827	M-02282019-097 M-02282019-097 M-02282019-097	35 36 37
101.49300.723						
101.49810.210 2) AIRPORT	1) GENERAL FUND 3) OPERATING SUPPLIES ROLLS-AIRPORT BOARD MTG HELIPAD LIGHTS	21.60 405.76 427.36	BENSON BAKERY ADB SAFEGATE AMERICAS LL * TOTAL		D-02282019-096 D-02282019-096	365 369
101.49810.210						
101.49810.235 2) AIRPORT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL MATS WATER FEB RENT GARBAGE SERVICE	13.51 33.70 19.50 4.68 70.39	BENSON LAUNDRY-MAT HOUSE DRIESSEN WATER INC WEST ACRES WATER SYSTEMS MATTHEISEN DISPOSAL, INC * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096 M-02282019-097	61 62 253 56
101.49810.235				050835		
101.49810.310 2) AIRPORT	1) GENERAL FUND 3) CONTRACTED SERVICES CLEANING	64.02	SWIFT COUNTY DAC		D-02282019-096	343
101.49810.321 2) AIRPORT	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	84.70	CENTURYLINK		D-02282019-096	183
101.49810.381 2) AIRPORT	1) GENERAL FUND 3) UTILITIES ELECT-AIRPORT	784.33	AGRALITE ELECTRIC COOPER	050832	M-02282019-097	15
211.45500.201 2) LIBRARY	1) LIBRARY FUND 3) OFFICE SUPPLIES COPIER MAINT BAGS, PLATES, CUPS COPY PAPER	81.20 7.02 35.55 123.77	LOFFLER COMPANIES-131511 DOMAT'S FAMILY FOODS WEST CENTRAL SALES * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096	223 269 288
211.45500.201						
211.45500.210 2) LIBRARY	1) LIBRARY FUND 3) OPERATING SUPPLIES BULBS, CHAIR REPAIR ANNUAL SUBSCRIPTION SUPPLIES	31.24 421.00 652.38 138.62	ZOSEL'S TRUE VALUE MONITOR & NEWS BANKCARD CENTER * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096	246 275 422
211.45500.210						
211.45500.235 2) LIBRARY	1) LIBRARY FUND 3) BUILDING MAINTENANCE & SUPPL MATS MATS HEATING SERVICE CALL GARBAGE SERVICE	40.47 40.47 950.00 37.44	BENSON LAUNDRY-MAT HOUSE BENSON LAUNDRY-MAT HOUSE HAWLEYS INC MATTHEISEN DISPOSAL, INC		D-02282019-096 D-02282019-096 D-02282019-096 M-02282019-097	63 64 362 57
211.45500.235				050835		

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
211.45500.235		213.38	* TOTAL			
211.45500.310	1) LIBRARY FUND					
2) LIBRARY	3) CONTRACTED SERV - CLEANING	395.00	MCGEARY/THOMAS		D-02282019-096	26
	CLEAN LIBRARY					
211.45500.321	1) LIBRARY FUND					
2) LIBRARY	3) TELEPHONE	87.69	CENTURYLINK		D-02282019-096	184
	LOCAL SERVICE					
211.45500.381	1) LIBRARY FUND					
2) LIBRARY	3) UTILITIES	245.53	MUNICIPAL UTILITIES		D-02282019-096	101
	UTILITIES					
211.45500.383	1) LIBRARY FUND					
2) LIBRARY	3) HEATING COST	464.23	MUNICIPAL UTILITIES		D-02282019-096	102
	UTILITIES					
228.46500.310	1) SMALL CITIES GRANT FUND 2005					
2) PROGRAM COSTS	3) CONTRACTED SERVICES (DESCRIB)	5,000.00	UPPER MN VALLEY REGIONAL	050844	M-02282019-097	95
	RAZINK ROOF LOAN					
401.49810.501	1) GENERAL CAPITAL OUTLAY FUND					
2) AIRPORT	3) CAPITAL OUTLAY	10,255.00	TKDA		D-02282019-096	257
	A/D BLDG					
515.46500.315	1) ECONOMIC DEV. AUTHORITY FUND					
2) GENERAL	3) CONSULTING SERVICES	478.75	FLAHERTY & HOOD, P.A.		D-02282019-096	294
	LEGAL LEGISLATIVE SERVIC					
530.46500.315	1) NSP (XCEL ENERGY) GRANT FUND					
2) ECONOMIC DEVELOPMENT	3) CONSULTING FEES	1,560.00	PARKWAY LAW		D-02282019-096	270
	LEGAL FEES-XCEL AGREEMEN	33.75	FLAHERTY & HOOD, P.A.		D-02282019-096	293
	PUC LEGAL SERVICES	640.00	STANTEC CONSULTING SERVI		D-02282019-096	426
	WWTP CAPABILITIES	2,233.75	* TOTAL			
530.46500.315	1) WATER FUND					
601.14300	12 METERS W/WIRE	1,596.00	METERING & TECHNOLOGY SO		D-02282019-096	370
2) INVENTORY						
601.16590	1) WATER FUND					
2) CONSTRUCTION IN PROGRESS	CHLORINE DAMAGE	18,536.50	STANTEC CONSULTING SERVI		D-02282019-096	425
601.20200	1) WATER FUND					
2) ACCOUNTS PAYABLE	QUARTERLY CONNECTION FEE	2,280.00	MN DEPT OF HEALTH		D-02282019-096	274
601.49400.131	1) WATER FUND					
2) WATER DEPARTMENT	3) HEALTH INSURANCE	7.90	FURTHER	038696	M-02282019-097	78
	HEALTH INS/HSA FEES					
601.49400.208	1) WATER FUND					
2) WATER DEPARTMENT	3) CHEMICALS & CHEM SUPPLIES	936.26	HAWKINS, INC		D-02282019-096	288
	CHLORINE, HYDRO ACID	35.00	CITY OF APPLETON		D-02282019-096	304
	FLOURIDE	4.49	RUNNINGS SUPPLY INC		D-02282019-096	375
	SIPHON PUMP	975.75	* TOTAL			
601.49400.208	1) WATER FUND					
2) WATER DEPARTMENT	3) GAS & OIL	122.80	GLACIAL PLAINS COOPERATI		D-02282019-096	131
	GAS					
601.49400.210	1) WATER FUND					
2) WATER DEPARTMENT	3) OPERATING SUPPLIES	150.00	INCIDENTAL FUND		D-02282019-096	284
	AQUARIUM	11.56	RUNNINGS SUPPLY INC		D-02282019-096	3376
	PAIL LTD	36.00	GROSSMAN, DEPUTY REGISTR		D-02282019-096	398
	UPS CHGS	30.49	AMERICAN WELDING & GAS I		D-02282019-096	83
	CYLINDER RENTAL	32.23	* TOTAL	038699	M-02282019-097	
	CYLINDER RENTAL	260.28				

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
601.49400.221 2)WATER DEPARTMENT	1)WATER FUND 3)EQUIPMENT REPAIR PARTS WIPER BLADE	55.55	NORTHSIDE AUTO		D-02282019-096	406
601.49400.227 2)WATER DEPARTMENT	1)WATER FUND 3)MAINTAIN COLLECTION SYSTEM FROST PLATES, COUPLINGS	216.92	METERING & TECHNOLOGY SO		D-02282019-096	371
601.49400.235 2)WATER DEPARTMENT	1)WATER FUND 3)BUILDING MAINTENANCE & SUPPL BERKO HEATERS HEATER, PIPE HEATER, BINS, LED TUBE HOSE, FITTING	401.46 78.05 121.53 33.96 635.00	BORDER STATES ELECTRIC S ZOSEL'S TRUE VALUE RUNNINGS SUPPLY INC NORTHSIDE AUTO * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096 D-02282019-096	236 243 377 405
601.49400.235 601.49400.307 2)WATER DEPARTMENT	1)WATER FUND 3)MANAGEMENT FEES MANAGEMENT FEES	3,478.00	GENERAL FUND		D-02282019-096	13
601.49400.321 2)WATER DEPARTMENT	1)WATER FUND 3)TELEPHONE LOCAL SERVICE CELL PHONE-WATER	97.43 53.78 151.21	CENTURYLINK VERIZON * TOTAL	038701	D-02282019-096 M-02282019-097	208 17
601.49400.321 601.49400.381 2)WATER DEPARTMENT	1)WATER FUND 3)UTILITIES UTILITIES	1,946.52	MUNICIPAL UTILITIES		D-02282019-096	141
601.49400.611 2)WATER DEPARTMENT	1)WATER FUND 3)INTEREST ON BOND PAYMENTS INTEREST ON BONDS	19,546.36	MN PUBLIC FACILITIES AUT	038695	M-02282019-097	76
602.43250.131 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)HEALTH INSURANCE HEALTH INS/HSA FEES	15.80	FURTHER	038696	M-02282019-097	81
602.43250.208 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)CHEMICALS & CHEM SUPPLIES FERRIC CHLORIDE	2,200.61	HAWKINS, INC.		D-02282019-096	287
602.43250.209 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)GAS & OIL GAS	48.13	GLACIAL PLAINS COOPERATI		D-02282019-096	132
602.43250.210 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)OPERATING SUPPLIES DEGREASER, BIO BLOCK ROPE	482.21 8.89 491.10	USA BLUE BOOK RUNNINGS SUPPLY INC * TOTAL		D-02282019-096 D-02282019-096	255 374
602.43250.210 602.43250.217 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)LAB EQUIPMENT & SUPPLIES BATTERY, DIS WATER HEATER	33.26 29.99 63.25	ZOSEL'S TRUE VALUE RUNNINGS SUPPLY INC * TOTAL		D-02282019-096 D-02282019-096	245 373
602.43250.217 602.43250.221 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIR PARTS HEATER	1,008.77	BANKCARD CENTER		D-02282019-096	423
602.43250.223 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIRS CONTRACTED PICKUP SEAT REPAIR	378.00	MADDEN UPHOLSTERY INC		D-02282019-096	279
602.43250.226 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)MAINTAIN SYSTEM DRYER MAINT KIT	371.30	BANKCARD CENTER		D-02282019-096	424

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
602.43250.235	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) BUILDING MAINTENANCE & SUPPL					
	HEATER BALLAST	60.98	ZOSEL'S TRUE VALUE		D-02282019-096	244
	FIBER MEDIA CONVERTORS	1,892.34	CDW GOVERNMENT		D-02282019-096	340
	GARBAGE SERVICE	1,892.30	MATTHEISEN DISPOSAL, INC	038700	M-02282019-097	86
		3,322.82	* TOTAL			
602.43250.307	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) MANAGEMENT FEES					
	MANAGEMENT FEES	4,514.50	GENERAL FUND		D-02282019-096	14
602.43250.313	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) CONTRACTED SERVICES					
	GENERATOR MAINT	564.12	GENERATOR SYSTEM SERVICE		D-02282019-096	291
602.43250.321	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) TELEPHONE					
	CELL PHONE-SEWER	53.79	VERIZON	038701	M-02282019-097	18
602.43250.381	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) UTILITIES					
	ELECT-SEWER LIFT	4,208.58	MUNICIPAL UTILITIES		D-02282019-096	142
		62.74	AGRALITE ELECTRIC COOPER	038697	M-02282019-097	16
		4,271.32	* TOTAL			
602.43250.611	1) SEWER COLLECTION & DISPOSAL 2) SEWAGE COLLECTION & DISPOSAL					
	3) INTEREST ON BOND PAYMENTS					
	INTEREST ON BONDS	15,176.70	MN PUBLIC FACILITIES AUT	038695	M-02282019-097	77
604.20210	1) ELECTRIC FUND 2) SALES TAX PAYABLE					
	COLLECTION FEES	0.29	UNITED ACCOUNTS		D-02282019-096	335
604.49580.201	1) ELECTRIC FUND 2) BILLING OFFICE					
	3) OFFICE SUPPLIES					
	COPIER MAINT	78.48	LOFFLER COMPANIES-131511	038698	M-02282019-097	82
604.49610.223	1) ELECTRIC FUND 2) POWER PRODUCTION					
	3) MAINT OF GENRATN EQUIP CONTR					
	ENGINEERING SERVICES	268.50	DGR ENGINEERING		D-02282019-096	300
604.49610.235	1) ELECTRIC FUND 2) POWER PRODUCTION					
	3) BUILDING MAINTENANCE					
	BERKO HEATERS	1,170.94	BORDER STATES ELECTRIC S		D-02282019-096	237
	HEATER THERMOMETER	430.97	RUNNINGS SUPPLY INC		D-02282019-096	378
	GARBAGE SERVICE	11.70	MATTHEISEN DISPOSAL, INC	038700	M-02282019-097	85
		1,613.61	* TOTAL			
604.49610.307	1) ELECTRIC FUND 2) POWER PRODUCTION					
	3) MANAGEMENT FEES-POWER PROD					
	MANAGEMENT FEE	1,564.50	GENERAL FUND		D-02282019-096	211
604.49610.381	1) ELECTRIC FUND 2) POWER PRODUCTION					
	3) UTILITIES					
	UTILITIES	3,780.11	MUNICIPAL UTILITIES		D-02282019-096	143
604.49630.307	1) ELECTRIC FUND 2) TRANSMISSION					
	3) MANAGEMENT FEES					
	MANAGEMENT FEE	1,564.50	GENERAL FUND		D-02282019-096	212
604.49640.209	1) ELECTRIC FUND 2) DISTRIBUTION					
	3) FUEL EXPENSE-VEHICLES					
	GAS	1,125.94	GLACIAL PLAINS COOPERATI		D-02282019-096	133
604.49640.210	1) ELECTRIC FUND 2) DISTRIBUTION					
	3) OPERATING SUPPLIES					
	CIVIC CENTER	228.00	BORDER STATES ELECTRIC S		D-02282019-096	234
	MTL	693.71	BORDER STATES ELECTRIC S		D-02282019-096	330
	RAGS	13.99	ZOSEL'S TRUE VALUE		D-02282019-096	330
	NON PROC DISPOSAL	20.00	SWIFT CO ENVIRONMENTAL S		D-02282019-096	330
	BIBS	240.90	AMARIL UNIFORM COMPANY		D-02282019-096	330
	BIBS	240.57	AMARIL UNIFORM COMPANY		D-02282019-096	330
	TRASH BAGS, LINERS	78.24	RUNNINGS SUPPLY INC		D-02282019-096	372

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
604.49640.210	1) ELECTRIC FUND					
2) DISTRIBUTION	3) OPERATING SUPPLIES					
	UPS CHGS	55.00	GROSSMAN, DEPUTY REGISTR		D-02282019-096	392
	ROPE, BOOSTER PACK	464.80	NORTHSIDE AUTO		D-02282019-096	408
604.49640.210		2,035.21	* TOTAL			
604.49640.221	1) ELECTRIC FUND					
2) DISTRIBUTION	3) EQUIPMENT MAINTENANCE PARTS					
	BATTERY	114.99	AUTO VALU BENSON		D-02282019-096	326
	BATTERY	42.99	NORTHSIDE AUTO		D-02282019-096	409
604.49640.221		157.98	* TOTAL			
604.49640.223	1) ELECTRIC FUND					
2) DISTRIBUTION	3) EQUIPMENT MAINTENANCE CONTR.					
	INSPECTION/DIELECTRIC	797.00	ABM EQUIPMENT & SUPPLY I		D-02282019-096	241
604.49640.226	1) ELECTRIC FUND					
2) DISTRIBUTION	3) MAINTENANCE OF OVERHEAD LINE					
	FUSE LINK	217.50	BORDER STATES ELECTRIC S		D-02282019-096	235
604.49640.229	1) ELECTRIC FUND					
2) DISTRIBUTION	3) MAINT OF METERS/AMR					
	CABLE TIES	87.80	BORDER STATES ELECTRIC S		D-02282019-096	238
	METER	301.88	DAKOTA SUPPLY GROUP		D-02282019-096	398
604.49640.229		389.68	* TOTAL			
604.49640.235	1) ELECTRIC FUND					
2) DISTRIBUTION	3) BUILDING MAINTENANCE					
	MATS & TOWELS	51.48	BENSON LAUNDRY-MAT HOUSE		D-02282019-096	115
	GARBAGE SERVICE	11.70	MATTHEISEN DISPOSAL, INC	038700	M-02282019-097	84
604.49640.235		63.18	* TOTAL			
604.49640.307	1) ELECTRIC FUND					
2) DISTRIBUTION	3) MANAGEMENT FEES-DISTRIBUTION					
	MANAGEMENT FEE	4,693.50	GENERAL FUND		D-02282019-096	213
604.49640.321	1) ELECTRIC FUND					
2) DISTRIBUTION	3) TELEPHONE					
	INTERNET	134.98	CHARTER COMMUNICATIONS		D-02282019-096	303
	CELL PHONE-SURVEY	188.04	VERIZON	038701	M-02282019-097	20
604.49640.321		323.02	* TOTAL			
604.49640.331	1) ELECTRIC FUND					
2) DISTRIBUTION	3) TRAVEL AND MEALS					
	TRAINING-HOTEL/MILE/MEAL	524.72	GOULET/JOHN		D-02282019-096	290
604.49640.332	1) ELECTRIC FUND					
2) DISTRIBUTION	3) EDUCATION/TRAINING					
	HIPPEN TRAINING	950.00	MERCHANT JOB TRAINING AN		D-02282019-096	276
604.49640.381	1) ELECTRIC FUND					
2) DISTRIBUTION	3) UTILITIES					
	UTILITIES	397.69	MUNICIPAL UTILITIES		D-02282019-096	144
604.49640.383	1) ELECTRIC FUND					
2) DISTRIBUTION	3) NATURAL GAS					
	UTILITIES	769.12	MUNICIPAL UTILITIES		D-02282019-096	145
604.49650.307	1) ELECTRIC FUND					
2) DEMAND SIDE MANAGEMENT	3) MANAGEMENT FEES-CIP SALARY					
	MANAGEMENT FEE	782.25	GENERAL FUND		D-02282019-096	222
604.49650.317	1) ELECTRIC FUND					
2) DEMAND SIDE MANAGEMENT	3) OTHER CONTRACTED SERVICES					
	LOAD MGMT SOFTWARE	3,136.00	OMNI-PRO SOFTWARE		D-02282019-096	271
	4TH QTR ASSESSMENT	629.78	MN DEPT OF COMMERCE		D-02282019-096	394
604.49650.317		3,765.78	* TOTAL			
604.49650.475	1) ELECTRIC FUND					
2) DEMAND SIDE MANAGEMENT	3) CONSERVATION REBATES					
	LIGHTING REBATE	314.55	ZNIEWSKI FUNERAL HOME		D-02282019-096	250
	HEATING/COOLING REBATE	150.00	LENZ/TONY		D-02282019-096	280
	HEATING/COOLING REBATE	175.00	CARER/ROBERTA		D-02282019-096	305

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
604.49650.475 2) DEMAND SIDE MANAGEMENT	1) ELECTRIC FUND 3) CONSERVATION REBATES LIGHTING REBATE	191.00 830.55	TRINITY LUTHERAN CHURCH * TOTAL		D-02282019-096	428
604.49655.131 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) HEALTH INSURANCE HEALTH INS/HSA FEES	8.60	FURTHER	038696	M-02282019-097	79
604.49655.201 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) OFFICE SUPPLIES COPIER MAINT COPIER PAYMENT A/P CHECKS	58.04 1488.56 306.60 513.20	LOFFLER COMPANIES-131511 DE LAGE LANDEN CREATIVE FORMS & CONCEPT * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096	192 193 310
604.49655.307 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) MANAGEMENT FEES-CUST ACCTS MANAGEMENT FEE	1,564.50	GENERAL FUND		D-02282019-096	214
604.49655.309 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) DATA PROCESSING SERVICES MONTHLY HOSTING	2,130.19	CONDUENT BUSINESS SERVIC		D-02282019-096	224
604.49655.317 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES METER SERVICE	54.00	AUTOMATED ENERGY INC		D-02282019-096	207
604.49655.318 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) BILL PRINT SERVICES FEB STATEMENT PRINT	1,085.22	INNOVATIVE SYSTEMS		D-02282019-096	228
604.49659.131 2) CUSTOMER SERVICE	1) ELECTRIC FUND 3) HEALTH INSURANCE HEALTH INS/HSA FEES	8.60	FURTHER	038696	M-02282019-097	80
604.49660.307 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-ADMINISTRATN MANAGEMENT FEE	2,346.75	GENERAL FUND		D-02282019-096	215
604.49660.308 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-FINANCE MANAGEMENT FEE	1,564.50	GENERAL FUND		D-02282019-096	216
604.49660.309 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-SALES MANAGEMENT FEE	1,564.50	GENERAL FUND		D-02282019-096	217
604.49660.317 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES 3 GOPHER STATE CALLS COLLECTION FEES	4.05 3.42 7.47	GOPHER STATE ONE CALL UNITED ACCOUNTS * TOTAL		D-02282019-096 D-02282019-096	148 334
604.49660.321 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) TELEPHONE PHONE MAINT MONTHLY PRI CHARGE LOCAL SERVICE	147.84 400.00 193.59 741.43	CENTURYLINK CENTURYLINK CENTURYLINK * TOTAL		D-02282019-096 D-02282019-096 D-02282019-096	126 187 199
604.49660.332 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) EDUCATION/TRAINING WOLFINGTON MTG REG	300.00	MN MUNICIPAL UTILITIES A		D-02282019-096	278
604.49660.343 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) ADVERTISING REG ADS UTILITY ADS	441.50 217.35 658.85	HEADWATERS MEDIA MONITOR & NEWS * TOTAL		D-02282019-096 D-02282019-096	136 138



Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK DATA	JE-ID	LINE#
609.49750.235	1) LIQUOR FUND 3) OFF SALE MIX PURCHASES	367.61	* TOTAL			
609.49750.254	2) LIQUOR					
	ICE	111.41	ARCTIC GLACIER USA INC		D-02282019-096	112
	OFF SALE MIX	109.65	PEPS+		D-02282019-096	149
609.49750.254		430.00	VIKING COCA COLA BOTTLIN		D-02282019-096	155
	MIX	762.86	* TOTAL			
609.49750.292	1) LIQUOR FUND 3) ON SALE MISC PURCHASES					
609.49750.292	2) LIQUOR					
	JUICE	24.72	DAROLD'S SUPER VALUE		D-02282019-096	124
	PIZZAS	2721.00	HARRYS FROZEN FOOD		D-02282019-096	1354
	SNACKS	99.75	MONTE CANDY COMPANY		D-02282019-096	1450
	PREMIX	204.00	VIKING COCA COLA BOTTLIN		D-02282019-096	1556
	SNACKS	5084.94	HENRYS FOODS, INC.		D-02282019-096	289
609.49750.292		1,157.41	* TOTAL			
609.49750.307	1) LIQUOR FUND 3) MANAGEMENT FEES					
609.49750.307	2) LIQUOR					
	MANAGEMENT FEES	2,309.00	GENERAL FUND		D-02282019-096	16
609.49750.310	1) LIQUOR FUND 3) CONTRACTED SERVICES-CLEANING					
609.49750.310	2) LIQUOR					
	LIQUOR STORE CLEANING	825.00	BENSON/KIMBERLY		D-02282019-096	4
609.49750.321	1) LIQUOR FUND 3) TELEPHONE					
609.49750.321	2) LIQUOR					
	LOCAL SERVICE	44.59	CENTURYLINK		D-02282019-096	128
609.49750.333	1) LIQUOR FUND 3) FREIGHT ON LIQUOR					
609.49750.333	2) LIQUOR					
	FREIGHT	445.00	COUNTRY PET FOODS		D-02282019-096	119
609.49750.343	1) LIQUOR FUND 3) ADVERTISING					
609.49750.343	2) LIQUOR					
	LIQUOR ADS	100.42	MONITOR & NEWS		D-02282019-096	139
	RENAISSANCE SUPPLIES	134.05	BENSON PUBLIC SCHOOL		D-02282019-096	346
		234.47	* TOTAL			
609.49750.381	1) LIQUOR FUND 3) UTILITIES					
609.49750.381	2) LIQUOR					
	UTILITIES	950.58	MUNICIPAL UTILITIES		D-02282019-096	146
609.49750.383	1) LIQUOR FUND 3) HEATING COST					
609.49750.383	2) LIQUOR					
	UTILITIES	429.44	MUNICIPAL UTILITIES		D-02282019-096	147
609.49750.430	1) LIQUOR FUND 3) MISCELLANEOUS					
609.49750.430	2) LIQUOR					
	CABLE SERVICE	171.07	CHARTER COMMUNICATIONS		D-02282019-096	118
609.49750.438	1) LIQUOR FUND 3) LAUNDRY					
609.49750.438	2) LIQUOR					
	MATS, TOWELS, & MOPS	43.86	BENSON LAUNDRY-MAT HOUSE		D-02282019-096	114
	MATS	41.64	BENSON LAUNDRY-MAT HOUSE		D-02282019-096	233
		85.50	* TOTAL			
609.49750.721	1) LIQUOR FUND 3) TRANSFER TO GENERAL FUND					
609.49750.721	2) LIQUOR					
	TRANSFER TO GEN FUND	80,000.00	GENERAL FUND	024535	M-02282019-097	58
653.43240.210	1) GARBAGE COLLECTION FUND 3) OPERATING SUPPLIES					
653.43240.210	2) GARBAGE DISPOSAL					
	COLLECTION FEES	2.95	UNITED ACCOUNTS		D-02282019-096	336
653.43240.307	1) GARBAGE COLLECTION FUND 3) MANAGEMENT FEES					
653.43240.307	2) GARBAGE DISPOSAL					
	MANAGEMENT FEES	798.00	GENERAL FUND		D-02282019-096	51
653.43240.310	1) GARBAGE COLLECTION FUND 3) CONTRACTED SERVICES					
653.43240.310	2) GARBAGE DISPOSAL					
	GARBAGE CONTRACT	8,662.00	MATTHEISEN DISPOSAL, INC		D-02282019-096	7

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL:.....	REF/REC/CHK DATA-JE-ID	LINE#
653.43240.384	1) GARBAGE COLLECTION FUND				
2) GARBAGE DISPOSAL	3) REFUSE DISPOSAL	2,926.40	SWIFT CO ENVIRONMENTAL S	D-02282019-096	154
	TIPPING FEES				

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	124,242.88
211	LIBRARY FUND	1,066.00
228	SMALL CITIES GRANT FUND 2005	10,250.00
401	GENERAL CAPITAL OUTLAY FUND	2,477.75
515	ECONOMIC DEV. AUTHORITY FUND	4,800.00
530	NSP (XCEL ENERGY) GRANT FUND	2,490.00
601	WATER FUND	140,000.00
602	SEWER COLLECTION & DISPOSAL	12,389.55
604	ELECTRIC FUND	
609	LIQUOR FUND	
653	GARBAGE COLLECTION FUND	
TOTAL ALL FUNDS		415,559.40

BANK RECAP:

BANK	NAME	DISBURSEMENTS
GRN	GENERAL BANK CHECKING ACCT	141,166.10
LQOR	LIQUOR FUND	140,700.00
NAVY	ENTERPRISE FUNDS	130,970.00
RUST	ECONOMIC DEV. AUTHORITY CHKN	2,712.50
TOTAL ALL BANKS		415,559.40