

**City Council Work Session Meeting Agenda  
City Council Chambers  
March 7, 2016**

Page		
	1.	5:30 p.m. Call the Meeting to Order at City Hall (Mayor)
	2.	Pledge of Allegiance
	3.	Approval of Agenda <span style="float: right;"><b>Action Requested</b></span>
	4.	Persons with Unscheduled Business to Come Before the City Council (Mayor)
	5.	Review the Consent Agenda: (Mayor) <span style="float: right;"><b>Action Requested</b></span>
		a. Minutes:
2-6		▪ 2.22.2016 City Council Minutes
7-8		▪ 1.21.2016 EDA Minutes
9		▪ 1.14.2016 Cemetery Board Minutes
10		▪ 2.10.2016 Cemetery Board Minutes
11-18	6.	2015 Annual Fire Report – Chief Schreck <span style="float: right;">Information Only</span>
	7.	Heartland Express – Ted Nelson Prairie 5 <span style="float: right;">Information Only</span>
19-24	8.	Golf Course – Management Services Agreement <span style="float: right;">Information Only</span>
	9.	Economic Development
25	a)	DoMat’s Request for Tax Abatement <span style="float: right;">Information Only</span>
	b)	207 – 11 <sup>th</sup> Street South
26	10.	Consider City Attorney Rate Increase Request <span style="float: right;"><b>Action Requested</b></span>
27	11.	Consider Mosquito Spraying Chemical Quotes <span style="float: right;"><b>Action Requested</b></span>
28	12.	Consider Crack Filler Quote <span style="float: right;"><b>Action Requested</b></span>
29	13.	Swift County-Benson Hospital Foundation Request <span style="float: right;"><b>Action Requested</b></span>
30	14.	Cemetery Columbarium Concrete Quote <span style="float: right;"><b>Action Requested</b></span>
	15.	Cafeteria Plan Agreements <span style="float: right;"><b>Action Requested</b></span>
31-34	a)	Adopt Select Account Plan and Summaries
35-37	b)	Adopt FSA Agreement
38-40	c)	Adopt HSA Agreement
41	16.	Public Purpose Donation Policy <span style="float: right;">Discussion</span>
	17.	Annual Meetings: <span style="float: right;">Information Only</span>
		League of Minnesota Cities <span style="float: right;">June 15-17 – St. Paul, MN</span>
		Missouri River Energy Services <span style="float: right;">May 11-12 – Sioux Falls, SD</span>
		Coalition of Greater Minnesota Cities <span style="float: right;">July 20-22 – Austin, MN</span>
42-50	18.	Water <span style="float: right;">Information Only</span>
	19.	Adjourn: Mayor <span style="float: right;"><b>Action Requested</b></span>
		Facility Committee Meeting

**DRAFT**

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING  
FEBRUARY 22, 2016**

The meeting was called to order at 5:30 p.m. by Mayor Landmark. Members present: Gary Landmark, Terri Collins, Jack Evenson, Jonathon Pogge-Weaver & Stephanie Heinzig. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Dan Gens, Police Chief Ian Hodge, MnDOT Regional Transit Director Bev Herfindahl, Byron Giese & Tom Simonson.

The Council recited the Pledge of Allegiance.

Mayor Landmark asked for any additions or changes to the agenda Wolfington added Charter Communications Franchise Agreement. The Mayor noted the addition.

It was moved by Collins, seconded by Evenson and carried unanimously to approve the agenda.

The Mayor called for any persons with unscheduled business. Byron Giese and Tom Simonson asked to address the Council. They approached the Council with information on Benson Area Cares 4 Kids (BACK), asking for \$2,000 in funds to support their program to supply kids with weekend meals that may otherwise not have enough to eat. Giese stated they are now a 501C entity. After discussion, it was moved by Collins, seconded by Pogge-Weaver and carried unanimously to approve a \$2,000 donation to the BACK pack program.

Mayor Landmark brought the Charter Communications discussion to the table. Wolfington said there have been several extensions to the 2013 franchise agreement. There have also been business changes to the format. Smaller cities decided to let the larger cities work through the new agreement first. They have settled and now Moss and Barnett are ready to handle the negotiations for the City of Benson. Wolfington stated there are no major changes. It will be a 10 year agreement with a 5 year extension. Councilmember Evenson offered the following resolution:

**A RESOLUTION GRANTING CHARTER COMMUNICATIONS, INC.  
A FRANCHISE EXTENSION TO JULY 18, 2016  
(RESOLUTION NO. 2016-06)**

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

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

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

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

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

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

**WHEREAS**, the City adopted Resolution No. 2015-04 on March 2, 2015 extending the term of the Franchise through and including August 31, 2015; and

**WHEREAS**, Charter executed said Resolution No. 2015-04 and agreed to continue complying with the Franchise, as amended by the Resolution; and

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

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

1. The Franchise is hereby amended by extending the term of the Franchise from September 1, 2015 through and including July 18, 2016.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the Benson City Council; and (2) Charter's acceptance of this Resolution.

Councilmember Heinzig seconded the foregoing Resolution and the following vote was recorded  
AYES: Collins, Landmark, Heinzig, Evenson, Pogge-Weaver. NAYES: None. Thereupon the Mayor declared Resolution 2016-06 duly passed and adopted.

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

- February 1, 2016 City Council Minutes
- December 7, 2015 Planning Commission Minutes

Wolfington informed the Council the U.S. Census Bureau will be sending out a Government Units Survey to prepare for the 2017 Census of Governments.

Wolfington presented information from the Minnesota Pollution Control Agency, with a compliance evaluation inspection of the Benson Wastewater Treatment facility on February 1, 2016. There were two minor notations, which have been corrected.

It was moved by Collins, seconded by Evenson and carried unanimously to approve Sue Fitz to the Benson HRA Board with her term expiring 12/31/2020.

It was moved by Collins, seconded by Evenson and carried unanimously to approve Sue Fitz to fill out a term on the Planning Commission with her term expiring on 12/31/2016.

It was moved by Evenson, seconded by Pogge-Weaver and carried unanimously to approve Mike Berreau to the Planning Commission with his term expiring on 12/31/2018.

The Police report was noted.

Wolfington introduced Bev Herfindahl to the Council. Wolfington stated the Benson Heartland Express has been in service for 40 years. The City now has to make a decision how the service will proceed. There are three options; 1. Merge with Prairie 5 Rides out of Montevideo. It covers 5 counties with a dispatch center GPS that ties into a tablet on the bus directing rides. 2. Do nothing, which will trigger a series of FTA State audits and a cascade of consequences. 3. We provide our own dispatch service, hiring 3 full time dispatchers, software and equipment at around \$150,000 plus staff costs. The State will not fund costs associated with this to start up on our own. There will be no cost to merge with Prairie 5 Rides. They will accept our system and can start on July 1, 2016. If we decide to merge, there will be an amendment to the Labor contract as they transition over to the Prairie 5 system. Herfindahl shared what expenses the City will have if we merge, which should be under \$7,000 per year. Wolfington said he wasn't asking for a decision today. Program Manager Ted Nelson will be at the March 7, 2016 Council meeting to answer questions. Wolfington asked the Council to consider making a decision at that meeting.

Next Wolfington conducted a conference call with Peggy Harter, with Stantec on the Railroad Safety and Mobility Study options. Harter went over all the options and discussed comments from the January 11, 2016 public input meeting. Wolfington recommended option 2 – Recommendation for mobility project improvements include the following:

- a. Reconstruction of Pacific Avenue to provide year round access to the 20<sup>th</sup> Ave. SE crossing when the downtown crossings are blocked. Cost = \$1,100,000.
- b. 20<sup>th</sup> Ave. SE crossing upgrade from a passive to active crossing with two quadrant gates. This upgrade would be required in order for Intelligent Transportation System (ITS) technology to be installed at this crossing for emergency service vehicle use. Cost = \$691,574.
- c. ITS improvements at all six crossings within the City of Benson that would provide real time rail crossing conditions to emergency service vehicles. Cost \$29,834.

Total cost of Mobility Improvements = \$1,821,408. After discussion, it was moved by Pogge-Weaver, seconded by Evenson and carried unanimously to accept Option 2 as presented, and to start the grant application process.

Wolfington discussed renewal of the township fire contracts. He said the Fire Board met and discussed budgets. After discussion it was moved by Evenson, seconded by Heinzig and carried unanimously to approve renewing the township fire contracts at a 5% yearly increase over the next three years.

Chief Hodge approached the Council with a capital authorization request to purchase a 2016 Ford SUV to be utilized as a patrol vehicle to replace the existing 2010 Ford Explorer LXT patrol squad. Hodge stated the 2010 Explorer will be sold after it is decommissioned. After discussion it was moved by Collins, seconded by Evenson and carried unanimously to approve the purchase of a 2016 Ford SUV at a cost of \$39,902.82.

Wolfington brought a language change from the Swift County-Benson Hospital by-laws approving a non-voting City representative to the Hospital Board. He noted Councilmember Collins had been appointed to the board at the last City Council meeting. It was moved by Pogge-Weaver, seconded by Evenson and carried unanimously to approve Section 3.02 Number, Election, Eligibility in the Swift County-Benson Hospital by-laws.

Wolfington presented a request from The First Evangelical Free Church for funding for the annual Easter Egg hunt they have taken over since the Chamber of Commerce decided to no longer run this event. After discussion, it was moved by Collins, seconded by Heinzig and carried unanimously to support the Easter Egg Hunt in the amount of \$800 to be paid out of the Tourism Fund.

Next Wolfington discussed the Airport Maintenance and Operation agreement with the State of Minnesota. It was moved by Collins, seconded by Evenson and carried unanimously to approve the State of Minnesota Airport Maintenance and Operation Grant Contract for two years. Councilmember Evenson offered the following resolution:

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT  
(RESOLUTION 2016-07)**

It is resolved by the City of Benson as follows:

1. That the state of Minnesota Agreement No. 1000953, "Airport Maintenance and Operation Grant Contract," at the Benson Municipal Airport is accepted.
2. That the Mayor and City Manager are authorized to execute this Contract and any amendments on behalf of the City of Benson.

Councilmember Heinzig seconded the foregoing Resolution and the following vote was recorded  
AYES: Collins, Landmark, Heinzig, Evenson, Pogge-Weaver. NAYES: None. Thereupon the Mayor declared Resolution 2016-07 duly passed and adopted.

The PeopleService Operations and Maintenance annual compensation adjustment was discussed. The adjustment is based on the Consumer's Price Index Urban (CSI-U). The change to the CPI-U was 0.0%, thus effective January 1, 2016 the City of Benson monthly compensation will remain unchanged at \$20,111. It was moved by Collins, seconded by Evenson and carried unanimously to accept the 0.0% increase.

There was discussion on donations for charitable causes using levied funds. The Council discussed having a policy in place for these requests.

Gens presented the overhead to underground conversion material list for 2016. After reviewing the information, it was moved by Evenson, seconded by Heinzig and carried unanimously to approve the material list in the amount of \$76,309.30.

Next the power plant fuel tank replacement project was discussed. There will be new double walled tanks installed. After discussion, it was moved by Heinzig, seconded by Pogge-Weaver and carried unanimously to proceed with planning the project.

Gens presented an Electric Capital Authorization request to purchase a new Ditch Witch trencher for the line crew. This purchase is in the budget. The old one will be traded in. After discussion, it was moved by Evenson, seconded by Collins and carried unanimously to approve the purchase of a new Ditch Witch trencher in the amount of \$35,093.00.

Gens presented a Parks Capital Authorization for a small lawn mower to use around buildings. It was moved by Evenson, seconded by Collins and carried unanimously to approve the purchase of a Select Series X370 John Deere Tractor in the amount of \$3,500.00.

Gens informed the Council he has several projects lined up for the 2016 season and would like to go out for bids and quotes. It was moved by Collins, seconded by Evenson and carried unanimously to approve going out for the following bids and quotes: Bituminous, Chip Sealing, Concrete, Concrete & Bituminous Crushing, Tree Removal Contract and Chemicals for Water, Wastewater and Swimming pool.

Councilmember Heinzig offered the following resolution:

**RESOLUTION TRANSFERRING AMOUNT TO COVER EXCESS COSTS  
ASSOCIATED WITH THE STREET DEPARTMENT  
ADDITION PROJECT  
(RESOLUTION 2016-08)**

WHEREAS, the Benson City Council issued bonds in 2014 part of which was to pay the costs of adding to the Street Department Garage, and

WHEREAS, the costs exceeded the amount of bond proceeds, and

WHEREAS, the Council desires to cover all costs and have sufficient funds available to pay future debt service payments.

NOW, THEREFORE BE IT RESOLVED that \$43,451.15 be transferred from the General Fund to the G.O. Bonds Series 2014A Debt Service Fund

Councilmember Evenson seconded the foregoing Resolution and the following vote was recorded  
AYES: Collins, Landmark, Heinzig, Evenson, Pogge-Weaver. NAYES: None. Thereupon the Mayor declared Resolution 2016-08 duly passed and adopted.

It was moved by Evenson, seconded by Collins and carried unanimously to approve the bills and warrants in the amount of \$552,472.30.

Pederson distributed 2016 Budget books to the Councilmembers.

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

W  
1/25/16

## EDA Meeting January 21, 2016

**Members Present:** Pat Hawley, Stephanie Heinig, Jack Evenson, Rick Horecka, Jon Buyck, and Rob Wolfington.  
**Members Absent:** Paul Estenson  
**Also Present:** City Attorney Don Wilcox and Jim Lindahl.

Vice Chairman Buyck called the meeting to order at 12:12 p.m.

It was moved by Hawley, seconded by Evenson and carried unanimously to approve the December 9, 2015 EDA Meeting Minutes.

It was moved by Evenson, seconded by Hawley and carried unanimously to approve the December 21, 2015 EDA Meeting Minutes.

Wolfington invited Lindahl to the meeting today as he had called Wolfington with concerns on the structural repairs needed at the SNAP building. Because of the inspection findings, the loan resolution has some changes to it. Wilcox changed the loan amount from \$50,000 to \$75,000 to cover unforeseen structural related repairs. The loan conditions have been revised to a maximum loan up to \$75,000, forgivable over 7 years. The loan will be from the Economic Development Loan Fund. The loan will not be disbursed as a lump sum, rather invoices for work on the building will be turned into the City for approval and payment from the loan proceeds. Lindahl met with Brian from Asche and did a full building inspection. He said the original cost estimates could be reduced by using local contractors and looking at different repair options. Wolfington said the building sale closing will be on January 29, 2015. After discussion, it was moved by Hawley, seconded by Evenson and carried unanimously to approve the amendments to the resolution as presented approving the new loan conditions.

Wolfington discussed the Tech-Box loan hearing scheduled for today.

Wolfington stated Heinzig has time conflicts with the EDA meeting time, and that Councilmember Collins could meet as the EDA Council representative if the time was changed from 11:30-12:30pm. There was discussion by Heinzig, and she decided she could make her schedule work to be a Council representative on the EDA board.

Wolfington discussed the latest Small Cities Grant Application. He said the pre application was judged non-competitive. It was decided to make changes to the full application and continue to submit it.

Wolfington discussed the public input meeting on the BNSF railroad crossing improvements. He said MnDOT submitted their comments and favored the option to pave Gusty's Road, and close the 12<sup>th</sup> Street South crossing, as they feel mobility is more important than quad-gates. The Planning Commission will be briefed by conference call at their meeting on February 1, 2016, and Stantec will attend the City Council meeting on February 22, 2016 to give the summation of all the comments. Wolfington went on to say the railroad is not fond of quad gates as it adds to their maintenance load. There would be an annual maintenance fee of \$10,000 the City would have to pay on the Hwy 12/29 crossing to BNSF.

It was moved by Horecka, seconded by Hawley and carried unanimously to elect Buyck as the EDA Chairman for 2016. It was moved by Hawley, seconded Evenson and carried unanimously to elect Horecka as Vice Chair of the EDA. Wolfington will remain the secretary.

The loan profile was reviewed.

It was moved by Horecka, seconded by Evenson and carried unanimously to approve Wilcox to move on collecting on the Staton Snack Shack loan.

Wolfington updated the EDA on the White Dog Labs project, stating they are still interested in Benson as their primary site. They are working on securing land.

There being no other business, it was moved by Hawley, seconded by Evenson and carried unanimously to adjourn the meeting at 12:49 p.m.

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Vice-Chairman

Attest:

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Secretary

January 14, 2016

**Benson City Cemetery Board minutes**

Cemetery Board met at City Hall at noon, members present were Greg, Jim, Judy and Pastor Will.  
Also present were Dan and Duane.

Meeting was called to order by Greg.

The meeting started with a discussion on the Columbarium. We then had a conference call with the Eickhoff Columbaria Co.

They explained that the columbaria the city is purchasing has 80 niches. There are twenty one niches that are 11 7/8 by 15 7/8 (12x 16) and the rest are 11 7/8 by 12 (12 x12).

The columbaria will weight app. 10,000 lbs.

There was discusslon about lettering the doors. Through Eickhoff the cost is \$175.00 per full name. It will only take three days to do the lettering. They also have available a niche sales tracker.

Then discussion turned to landscaping of the area around and to the columbaria. It was discussed That we should have Duane Molden come the next meeting and make suggestion on the landscaping.

There was more discusslon on rules and regulation for the new columbaria. It was decided to research more on this matter and bring it to next meeting.

A motion to adjourn by Jim, seconded by Pastor Will, passed.

Recorded by Duane Hopp

February 10, 2016

### **Benson City Cemetery Minutes**

Members present were Michel Lee, Pastor Will, Judy Hoberg, and Greg Zniewski  
Also present were Rob Wolfington, Duane Molden, Dan Gens, and Duane Hopp.

Greg called the meeting to order.

Duane Molden was given the floor to discuss the columbaria at the cemetery.

Duane stated that there were different options to landscaping the area around  
The Columbaria. These were 1. Stamped cement, 2. Colored cement, 3. Plain  
Cement, 4. Cement and pavers.

Duane Molden explained the different between the options and his thoughts on  
each options. He said the standard concrete would cost about \$ 5.50 per square  
foot, colored would be about \$6.50 per square foot, and the stamped would be  
about \$11.00 per square foot. He also stated that he thought if we decided to use  
pavers, it should have a cement pad under the pavers.

The sidewalk is approximately 65 feet long and the circle is approximately  
24 feet in diameter.

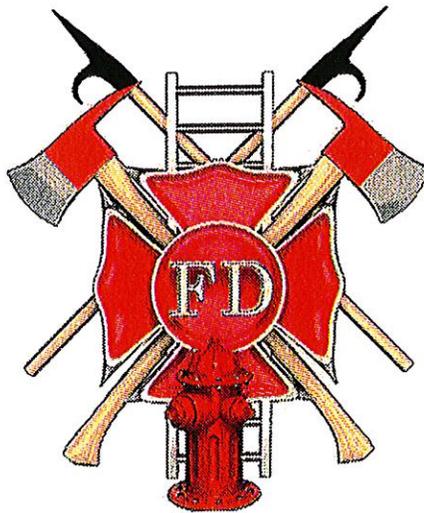
A motion was made to go with the standard cement sidewalk and circle by Greg  
Seconded by Judy, passed.

There was discussion about the operation of the Golf course.

A motion to adjourn by Michel seconded by Judy, passed.

Recorded by Duane Hopp

2015  
**FIRE REPORT**  
BENSON FIRE DEPARTMENT



## INTRODUCTION

The 2015 Fire Department Report from the City of Benson to the areas under contract for fire protection is included in the following pages. The first page is titled *2015 Annual Fire Department Report* showing the Benson Fire Department financials from 2006 - 2015, and projections for 2016. The 2006 - 2015 figures (with the exception of capital outlay) are the actual expenditures by the City of Benson in those calendar years. The 2015 figure is our year still subject to audit and the 2016 figures are projections. The second page titled *Fire Calls January 1, 2015 - December 31, 2015* is a breakdown of the fire and rescue squad calls that were made by the Benson Fire Department.

The second portion of the report is a copy of the Benson Fire Department's Annual Report as it is prepared for the Benson City Council.

**BENSON FIRE DEPARTMENT FINANCIALS 2006 - 2015**  
**NOTE: CAPITAL OUTLAY ADJUSTED TO TEN YEAR AVERAGES**

COSTS	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Projected 2016	TOTAL	AVERAGE
	Firemen's Compensation	\$46,467	\$53,991	\$47,861	\$52,337	\$40,034	\$43,738	\$46,054	\$56,500	\$42,709	\$57,758	\$48,000	\$535,449
Training	\$5,233	\$5,448	\$9,875	\$4,225	\$6,228	\$8,241	\$5,583	\$6,000	\$5,735	\$6,854	\$8,000	\$71,422	\$6,493
Insurance	\$14,117	\$16,565	\$15,837	\$16,046	\$18,363	\$19,522	\$19,246	\$20,300	\$15,664	\$16,023	\$16,500	\$188,183	\$17,108
Utilities	\$17,579	\$19,353	\$18,393	\$17,747	\$17,446	\$16,981	\$15,953	\$18,750	\$17,863	\$16,547	\$18,000	\$194,612	\$17,692
Operations & Maintenance	\$19,853	\$26,181	\$26,046	\$32,979	\$32,733	\$64,613	\$30,283	\$28,250	\$23,200	\$23,307	\$25,200	\$332,645	\$30,240
Capital Outlay	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$21,450	\$235,950	\$21,450
<b>TOTAL COST</b>	<b>\$124,699</b>	<b>\$142,988</b>	<b>\$139,462</b>	<b>\$144,784</b>	<b>\$136,254</b>	<b>\$174,545</b>	<b>\$138,569</b>	<b>\$151,250</b>	<b>\$126,621</b>	<b>\$141,939</b>	<b>\$137,150</b>	<b>\$1,558,261</b>	<b>\$141,660</b>

REVENUES													
Township Contracts	\$41,425	\$43,495	\$45,670	\$49,096	\$52,778	\$55,361	\$58,131	\$61,000	\$61,669	\$63,522	\$66,698	\$598,845	\$54,440
Fire & Rescue Calls	\$18,625	\$25,995	\$21,275	\$49,702	\$20,397	\$23,357	\$49,357	\$25,500	\$28,502	\$32,225	\$33,836	\$328,771	\$29,888
<b>TOTAL REVENUES</b>	<b>\$60,050</b>	<b>\$69,490</b>	<b>\$66,945</b>	<b>\$98,798</b>	<b>\$73,175</b>	<b>\$78,718</b>	<b>\$107,488</b>	<b>\$86,500</b>	<b>\$90,171</b>	<b>\$95,747</b>	<b>\$100,534</b>	<b>\$554,664</b>	<b>\$50,424</b>
% of Total Adjusted Costs	48.2	48.6	48.0	68.2	53.7	45.1	77.6	57.2	71.2	75.6	73.3	35.6	35.6
MUNICIPAL CONTRIBUTION	\$64,649	\$73,498	\$72,517	\$45,986	\$63,079	\$95,827	\$31,081	\$64,750	\$36,450	\$46,192	\$36,616	\$1,003,597	\$91,236
% of Total Adjusted Costs	51.8	51.4	52.0	31.8	46.3	54.9	22.4	42.8	28.8	32.5	26.7	64.4	64.4

**BENSON FIRE CALLS FOR 2006 - 2015 & PROJECTIONS FOR 2016**

FIRE CALLS	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Projected TOTAL	Projected AVERAGE
	Rural Fire Calls	22	33	22	20	10	12	26	23	23	19	210
Rural Rescue Calls	16	19	4	13	8	3	4	9	8	11	95	9
City Fire Calls	26	43	25	29	29	33	30	33	26	30	304	28
City Rescue Calls	3	5	5	5	1	2	2	2	3	1	29	3
<b>TOTAL CALLS</b>	<b>67</b>	<b>100</b>	<b>56</b>	<b>67</b>	<b>48</b>	<b>50</b>	<b>62</b>	<b>67</b>	<b>63</b>	<b>67</b>	<b>638</b>	<b>59</b>
Rural % of Calls	56.7	52.0	46.4	49.3	37.5	30.0	48.4	47.8	49.2	44.8	47.8	47.5
City % of Calls	43.3	48.0	53.6	50.7	62.5	70	51.6	52.2	46	46.3	52.2	52.5

GOVERNMENTAL UNIT	Sections	Percent	Present Contract	Proposed Contracts		
			2016	2017	2018	
BENSON	36	100.0	\$7,365	\$7,733	\$8,120	\$8,526
CAMP LAKE	33	91.7	\$5,508	\$5,783	\$6,073	\$6,376
CASHEL	36	100.0	\$6,190	\$6,500	\$6,824	\$7,166
CLONTARF	1.5	4.2	\$3,620	\$3,801	\$3,991	\$4,191
GRACE	13	36.1	\$2,200	\$2,310	\$2,426	\$2,547
KILDARE	23.75	66.0	\$4,358	\$4,576	\$4,805	\$5,045
LANGHEI	18	50.0	\$2,961	\$3,109	\$3,265	\$3,428
ROLLING FORKS	12.5	34.7	\$1,915	\$2,011	\$2,111	\$2,217
SIX MILE GROVE	19.5	54.2	\$8,319	\$8,735	\$9,172	\$9,630
SWENODA	22	61.1	\$3,742	\$3,929	\$4,126	\$4,332
TORNING	36	100.0	\$17,344	\$18,211	\$19,122	\$20,078
<b>TOTAL TOWNSHIPS</b>	<b>251.25</b>	<b>69.8</b>	<b>\$63,522</b>	<b>\$66,698</b>	<b>\$70,033</b>	<b>\$73,535</b>

**FIRE CALLS**  
**JANUARY 1, 2015 - December 31, 2015**

Township Calls	Calls	Calls Not Billed	Calls Billed	Calls Paid	Amount Billed	Amount Paid
Benson Twp	3	1	2	2	\$2,550.00	\$2,550.00
Camp Lake	1	0	1	1	\$2,150.00	\$2,150.00
Cashel	1	0	1	1	\$1,100.00	\$1,100.00
Clontarf Twp	1	0	1	1	\$750.00	\$750.00
Grace	0	0	0	0	\$0.00	\$0.00
Kildare	1	0	1	1	\$1,100.00	\$1,100.00
Langhei	0	0	0	0	\$0.00	\$0.00
Rolling Forks	0	0	0	0	\$0.00	\$0.00
Six-Mile Grove	1	0	1	1	\$750.00	\$750.00
Swenoda	0	0	0	0	\$0.00	\$0.00
Torning	8	4	4	4	\$3,950.00	\$3,950.00
Mutual Aid	6	6	0	0	\$0.00	\$0.00
Rescue Calls	11	1	10	5	\$6,480.37	\$3,614.37
<b>TOTAL RURAL</b>	<b>33</b>	<b>12</b>	<b>21</b>	<b>16</b>	<b>\$18,830.37</b>	<b>\$15,964.37</b>
City Calls	Calls	Calls Not Billed	Calls Billed	Calls Paid	Amount Billed	Amount Paid
Fire Calls	30	10	20	16	\$15,440.00	\$12,990.00
Weather Watch	3	3	0	0	\$0.00	\$0.00
Rescue Calls	1	0	1	0	\$267.25	\$0.00
<b>TOTAL CITY</b>	<b>34</b>	<b>13</b>	<b>21</b>	<b>16</b>	<b>\$15,707.25</b>	<b>\$12,990.00</b>
<b>ALL FIRE/RESCUE CALLS RECORDED</b>						
Rural Calls	33					
City Calls	34					
<b>TOTAL</b>	<b>67</b>					
Mutual Aid Requested of Us - 6 (Rural Fire)						
Mutual Aid We Requested - 3 (Rural Fire)						

**BENSON FIRE DEPARTMENT  
ANNUAL REPORT**

**JANUARY 1, 2015 - DECEMBER 31, 2015**

**2015  
ORGANIZATIONAL CHART**

**CHIEF:** Mark Schreck

**1<sup>st</sup> ASST. CHIEF:** Rob Lee

**2<sup>nd</sup> ASST. CHIEF:** Tom Ascheman

**CAPTAIN:** Dave Vollan

**LIEUTENANT:** Robert Hoberg

**SECRETARY:** Jeff Reuss

## 2015 BENSON FIRE DEPT. MEMBERSHIP

MEMBER	notes	% OF Calls	% OF DRILLS	% OF Meetings	START DATE	YEARS OF SERVICE	ADDRESS	HOME	WORK	EMPLOYER
Tom Ascheman		76%	92%	100%	6/3/1998	17	145 - 20th Ave SE	843-3961	843-2380	Tom's Service
Steve Benson		82%	92%	92%	6/3/1998	17	625 - 7th St. N.	843-4761	843-4813	CVEC
Kyle Brundage		54%	67%	67%	2/18/2015	1	135 Hwy 9 NE	203-241-9735	843-3133	Swift County
Jeff DeHaan*		36%	88%	100%	10/13/1993	26	400 - Sanford Rd.	843-3839	320-208-7020	State of Minnesota
Tom Foley		52%	83%	75%	2/18/2015	1	1047 13th st N	320-808-6684		Benson Public Schools
Adam Golden		54%	100%	92%	3/19/2014	1	1815 Denfield Drive	952-255-8211	843-9013	Benson Power
Dan Hermes		52%	83%	83%	2/18/2015	1	705 12th St S	320-894-4469		John Timmons trkng.
Brent Hill		73%	92%	92%	9/7/1988	27	613 - 11th St. S.	843-3823	320-214-5446	Benson Power
Mike Hill		39%	83%	100%	10/4/2006	9	616 - 10th St. S.	843-3823	320-287-1171	Amundson ,Peterson
Bob Hoberg		46%	79%	75%	11/6/2002	13	435 - Hwy 12 SW	842-3117	843-4150	Agralite Electric Co-op.
Russell Kalthoff	1	21%	58%	83%	12/3/2008	7	110 7th St. N., Danvers	567-2123	843-5714	CNH
Paul Larson		36%	79%	82%	5/2/2012	4	1002 12 st N	221-0199	221-0199	Benson Police Dept.
Rob Lee		84%	96%	92%	11/6/2002	13	615 - 10th St. N.	843-4832	842-4267	Swift County
Matt Mattheisen*		55%	88%	100%	5/1/1996	20	905 - 11th St. S.	842-4450	842-7221	DoMat's
Randy McLean		51%	83%	100%	12/3/2008	8	1745 Stone Ave	701-228-4332	843-4150	Agralite Electric Co-op.
Jason McVinua		37%	46%	50%	2/18/2015	1	2010 Atlantic Ave	320-905-6544		Benson Public Schools
Nathan Motzko		36%	54%	50%	7/1/2015	5 mo	302 19th st N	320-333-5086		Cashel Farms
Mark Plumhoff		64%	96%	83%	11/6/2002	13	215 - 15th St. N.	843-4606	843-4813	CVEC
Jeff Reuss*		51%	96%	100%	1/3/2001	17	512 19th Street North	320-808-8196	320-208-7021	State of Minnesota
Sean Roeman		52%	75%	75%	1/1/2011	3	608- 14th St. S.	297-0338		CVEC
Jeremy Schauer		48%	92%	92%	10/6/2004	11	605 - 10th St. S.	842-5904	843-4150	Agralite Electric Co-op
Mark Schreck		64%	92%	100%	1/6/1981	34	707 - 19th St. S.	843-4126	842-7561	Benson Body Shop, Inc.
Kaleb Schwendemann		64%	88%	92%	10/3/2012	3	204 12 st N	805-0060		Edens Green
Jeff Shea		73%	96%	100%	8/7/1996	18	702 - 15th St. N.	843-4374	843-2356	Glacial Plains Co-op
Wayne Thompson	2	33%	71%	75%	12/1/2010	5	130- Armagh St. Clontarf	843-3072		CNH
Dave Tolifson		52%	92%	92%	1/6/2010	4	595- Pacific Ave.	843-4988		Agralite Electric Co-op
Eric Tolifson		72%	96%	100%	10/4/2006	9	701 - Pacific Ave.	843-3335		Olson-Tolifson Const.
Mike Touhey		67%	100%	100%	9/4/1985	30	607 - 10th St. S.	843-3579	843-4636	Loen Electric, Inc.
Dave Vollan		55%	96%	92%	3/3/1993	23	110 - 30th Ave NE	843-4804	842-5261	Swift County
Eric Whalberg		85%	100%	100%	3/11/2014	1	1720 Nevada Ave	320-226-0311	842-7221	DoMat's
Pat Winters		60%	79%	92%	4/7/1993	23	907 - 10th St. N.	843-4849	843-4932	CNH
Eric Ziegler	1	25%	58%	a	3/11/2014	1	105 7th St. N, Danvers	567-2214		Spec Systems

\* Denotes Interrupted years of service

1< Part Time d=from Danvers FD, 2<Part Time from Clontarf FD, 3<Leave of Absence, 4<Retired, 5<Resigned,

## COMPARISON OF CALLS

YEAR	FIRE CALLS		RESCUE CALLS		MUTUAL AID		TOTAL
	CITY	RURAL	CITY	RURAL	*R	**W R	
1988	25	41					66
1989	22	38					60
1990	13	23					36
1991	11	19					30
1992	30	23					53
1993	27	14	0	4			45
1994	35	17	1	14			67
1995	33	17	1	5			56
1996	36	21	3	9			69
1997	21	28	0	7			56
1998	19	13	2	6			40
1999	21	20	3	13	5		62
2000	25	33	1	7	2		68
2001	26	18	1	8	8		61
2002	26	33	3	4	2		68
2003	18	32	1	15	7		73
2004	13	19	7	4	9		52
2005	26	28	2	8	4		68
2006	26	15	3	16	7		67
2007	43	20	5	19	13		100
2008	25	16	5	4	6		56
2009	29	16	5	13	4		67
2010	29	8	1	8	2		48
2011	27	15	2	2	4		50
2012	29	23	2	4	3	1	62
2013	32	20	2	10	1	2	67
2014	22	15	3	5	2	0	47
2015	33	16	1	11	6	3~	67 (70)

\*R – Requested of Us

\*\*WR – We Requested

~3 Were counted as structure fires, we requested Mutual Aid for

# BENSON FIRE DEPARTMENT ANNUAL REPORT

**January 1, 2015 - December 31, 2015**

Monthly Meeting Attendance .....	88%
Amount Paid for Meetings ....339 Hrs .....	\$4,366.32
Monthly Drill Attendance.....	84%
Amount Paid for Drills ..... 1293 Hrs .....	\$16,653.84
Officers Pay .....\$4732 + Chief.....	\$8,632.00
Yearly Fire Call Attendance ..	56%
Amount Paid for Fire Calls....	<u>\$17,439.52</u>
<b>TOTAL PAY</b>	<b>\$47,091.68</b>

## CALLS

**January 1, 2015 - December 31, 2015**

Alarms - System Malfunctions .....	17
Vehicle.....	4
Investigate & Weather Watch.....	5
Gas Leaks .....	4
Co Detectors .....	2
Commercial .....	2
Grass ..	5
Structure Fires.....	10
Rescue .....	12
Mutual Aid.....	<u>6</u>
<b>TOTAL</b>	<b>67</b>

	<b>Calls</b>	<b>Man Hours</b>	<b>Cost</b>
Rural Fires	19	382	\$4,920.16
City Fires	30	566	\$7,290.08
Rural Rescue	11	252	\$3,245.76
City Rescue	1	20	\$257.60
Mutual Aid	6	134	\$1,725.92

DRAFT

## MANAGEMENT SERVICES AGREEMENT

**THIS AGREEMENT**, is made as of the \_\_\_ day of February, 2016, by and between the City of Benson, Minnesota, a municipal corporation, herein referred to as the "City", and Benson Golf Club, a Minnesota non-profit corporation, herein referred to as "BGC".

### RECITALS

1. The City is the owner of real property located in the City of Benson which has been developed for, and is currently in use as, a municipal golf course consisting of an 18 hole golf course, driving range, practice greens, club house, pro shop, food/beverage area, parking lot and other related amenities all collectively referred to herein as the "golf course".
2. BGC has for many years managed, supervised and operated the golf course under a lease agreement with the City.
3. The parties desire to continue a relationship whereby BGC will manage, supervise and operate the golf course. However, they desire to terminate the existing lease arrangement and redefine their relationship as a management services agreement whereby BGC, as manager agrees to manage, supervise and operate the golf course on behalf of the City, as owner, subject to the terms and conditions of said agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree that BGC will supervise and direct the management and operations of the Benson Golf Club, subject to the following terms and conditions:

### SECTION I TERMINATION OF EXISTING LEASE

Effective on the date set forth above, the Lease between the parties, dated \_\_\_\_\_, 1997, is hereby terminated.

### SECTION II MANAGEMENT SERVICES AND RESPONSIBILITIES

2.1 Authority and Responsibility of BGC. Subject to the general supervision and control of the City Council of the City of Benson, BGC shall have the authority and responsibility to conduct, supervise and manage the day-to-day operations of the golf course as a public golf course. Such management shall be in accordance with such policies and guidelines which, from time to time, may be established by the City and communicated to BGC and in accordance with applicable law. In the absence of oral or written direction or written policies of the City, manager shall exercise such judgments as it believes reasonable under the circumstances, and shall have all reasonable authority in the exercise of its management activities.

2.2 Specific Authority and Responsibility. BGC's responsibility and commensurate authority (subject to further direction of the City) shall extend to all golf course operations and activities and shall include, but shall not be limited to, the following:

- a. Promotion and operation of all golf related activities including setting and collecting membership fees, greens fees, golf cart and equipment rentals, facility use fees and other miscellaneous fees, scheduling tee times and special events, scheduling and conducting membership events and opening and closing the golf course.
- b. Promotion and management of all clubhouse activities including bar, restaurant, pro shop and the use of the clubhouse for public and/or private events.
- c. Maintenance of the golf course, driving range, practice greens, clubhouse, parking lot and all fixtures, machinery and equipment.
- d. Administrative and accounting functions including, but not limited to, payroll for employees of BGC, accounts payable, accounts receivable and bookkeeping.

2.3 Responsibility of the City. The City shall retain supervisory responsibility for the golf course and its operations and all authority placed upon it by applicable law.

### **SECTION III TERM**

The original term of this Agreement shall commence on \_\_\_\_\_, 2016 and shall terminate on February 28, 2017. Thereafter, it shall automatically annually extend for consecutive one (1) year terms ending on the last day of February of each year unless either party gives the other party written notice of its intention not to renew this Agreement by no later than January 1 of the year in which the Agreement will terminate.

### **SECTION IV PERSONNEL**

4.1 Director of Golf. The Director of Golf shall be an individual hired by, and who shall at all times remain an employee of, the City. The City shall make the Director of Golf available to BGC on a full time basis during the golf season (approximately April 1 – November 1) of each year and on an as needed basis during the off season to act as the general manager of the golf course. While assigned to BGC the Director of Golf shall report to, and shall be subject to the direction of, the BGC board. The Director of Golf shall be responsible for carrying out the directions of BGC with respect to all facets of BGC's responsibilities under this Agreement.

4.2 Additional Personnel. BGC shall hire, train, supervise and discipline as necessary such additional personnel as it deems necessary to carry out the terms of this Agreement. Such personnel shall be, at all times and for all purposes, employees of BGC and not of the City.

## **SECTION V REVENUES AND EXPENSES**

5.1 Revenues. BGC shall be entitled to retain all revenues of any kind related to the operation of the golf course or the use of golf course facility including, but not limited to, green fees , cart rentals, pro-shop revenue, driving range fees, membership dues, equipment rentals, facility rentals, revenue from food and beverage sales but excluding any revenue from the sale of the golf course or any of its fixtures or improvements, proceeds from condemnation awards or money paid under threat of condemnation and insurance proceeds received for loss or damage to real property, fixtures or improvements of the golf course.

5.2 Expenses. BGC shall be responsible for all costs and expenses relating to the operations and maintenance of the golf course including, but not limited to, all normal expenses and recurring disbursements related to operations, expenses related to employees of BGC including payroll, payroll taxes, other withholding taxes and employee benefits, supplies, maintenance and repair expenses, golf cart leasing expenses, utilities, insurance premiums, cost of goods sold, parts, maintenance expenses, advertising and debt service.

5.3 Annual Review. Prior to March 1 of each year BGC will provide an annual report, of golf course operations for the previous calendar year. This report shall include, at a minimum, a detailed summary of revenue and expenses. Prior to August 1 of each year BGC will provide a proposed budget for the following year including plans for capital improvements, revenue forecasts and proposed changes in membership fees, green fees and other fees to be charged, and anticipated expenses. BGC shall meet in person with the Benson City Council to discuss the budget and answer any questions that may arise. Based upon the budget submitted and the discussion between the parties the City will make a decision as to what amount, if any, shall be added to the City's budget for the following year as a line item for golf courses expenses and such amount shall be available to BGC, by request to the City and subject to the City's final approval, to be used to defray costs of operation of, or capital improvements to, the golf course.

## **SECTION VI INSURANCE**

During the term of this Agreement and any extension thereof BGC will keep in full force and effect, at its cost, the following insurance policies obtained from responsible insurance companies selected by BC which are authorized under the laws of Minnesota to assume the risks covered thereby:

- a. A policy of general liability insurance against loss from any claim of injury to, or death of, any person occurring on the premises or as a result of the operation of the golf course in a minimum amount of \$1,000,000.00 per person/  
\$1,000,000.00 aggregate.

- b. A policy insuring against damage to property occurring on the premises or as a result of the operation of the golf course in a minimum amount of \$100,000.00.
- c. Liquor liability insurance against loss from any claim of injury to, or death of, a person or damage to property arising out of the sale of alcoholic beverages on the premises in at least the minimum coverage required by Minnesota Statutes section 340A.409 or any laws amendatory or supplementary thereof.
- d. Such other insurance, including workers' compensation insurance respecting employees of BGC, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

## **SECTION VII SCHEDULING OF USE**

BGC shall be responsible for all scheduling of use of the golf course including the club house by individuals, members and non-members, or by groups. BGC shall develop and maintain a system for receiving and processing applications from prospective users and shall establish requirements to be met by all users. In carrying out this scheduling function BGC shall at all times do so in a way that does not discriminate against any individual or group in a way prohibited by law and shall insure that the golf course is at all times operated as a public golf course. The City reserves the right to prohibit or allow any proposed use of the golf course, or any of its facilities, notwithstanding a contrary decision by BGC. Membership in the golf club shall be open to the general public and BGC shall not discriminate in awarding membership on any basis prohibited by law. The City reserves the right to use the club house and its facilities from time to time for municipal purposes, without charge, so long as such use does not unreasonably interfere with other uses of the golf course or its facilities for which arrangements have been made by BGC.

## **SECTION VIII CAPITAL IMPROVEMENTS**

BGC will not commence any project to alter, remodel or relocate any buildings or structures on the golf course or to perform any landscaping or alterations to the golf course such as relocating fairways, removing trees (diseased or dead trees excepted), dredging or removing major quantities of soil, sand or gravel from the premises, if the cost of such project is estimated to exceed Fifty Thousand Dollars (\$50,000.00), without the prior written consent of the City.

## **SECTION IX UNLAWFUL OR DANGEROUS ACTIVITY**

BGC shall not use, or permit others to use, any portion of the golf course or its facilities for any unlawful, disreputable or ultrahazardous purpose or in a manner constituting a nuisance of any kind.

## **SECTION X DEFAULT**

10.1 Default. Failure by BGC to perform or comply with any of the terms and conditions of this Agreement if such failure is not corrected within ten (10) days after written notice thereof is given by the City to BGC shall constitute a default by BGC of this Agreement.

10.2 Effect of Default. In the event of any default of this Agreement by BGC the City shall have the right to terminate this Agreement immediately and, without further notice to BGC, to take possession of the golf course and all of its facilities and remove any property and personnel of BGC therefrom. The City shall also have such additional remedies as may be available to it pursuant to law, including the right to recover from BGC damages arising from the breach or caused by BGC to the golf course.

## **SECTION XI RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor-employer relationship will be created by this Agreement. Neither BGC nor any of its agents or employees, with the exception of the Director of Golf as described in Section IV, paragraph 4.1, shall be or shall be deemed to be employees of the City for any purpose and the City shall have no liability for payment wages, payroll taxes or other expenses of employment. The City is interested only in the results obtained under this Agreement. The manner of conducting the day-to-day activities and operation of the golf course shall be under the sole control of BGC.

## **SECTION XII INDEMNITY**

12.1 By BGC. BGC shall indemnify, defend and hold the City, and its officials, officers, agents and employees and their respective successors, heirs, assigns and representatives, harmless from and against any and all liability, loss, cost, expense, damage and reasonable attorneys' fees resulting from or arising out of (i) negligent acts or omissions by BGC and/or (ii) any willful misconduct of BGC or its officers, agents or employees and/or (iii) any claims brought by employees against the City relating to operation of the golf course, except as caused by gross negligence or willful misconduct of the City.

12.2 By the City. The City shall indemnify, defend and hold BGC, and its officers, agents and employees and their respective successors, heirs, assigns and representatives, harmless from and against any and all liability, loss, cost, expense, damage and reasonable attorneys' fees resulting from or arising out of (i) any negligent acts or omissions, and/or (ii) willful misconduct of the City or its officials, officers, agents or employees, except as caused by gross negligence or willful misconduct of BGC.

**SECTION XIII  
MISCELLANEOUS**

13.1 Restrictions on Assignment. BGC may not assign its interest in, or delegate the performance of its obligations under, this Agreement to any other party without the prior written consent of the City.

13.2 Successors. This Agreement shall be binding upon the parties and their respective heirs, successors and/or assigns.

13.3 Notices. All written notices, requests, demands and other communications to a party shall be directed to the party by first class mail, postage prepaid, addressed as follows:

To the City: City of Benson  
Attn: City Manager  
1410 Kansas Avenue  
Benson, MN 56215

To BGC: Benson Golf Club  
2222 Atlantic Avenue  
Benson, MN 56215

13.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and the venue for any legal or equitable action arising out of this Agreement shall be the District Court of Minnesota, Eighth Judicial District, Swift County, Minnesota.

13.5 Amendments. No amendments or alterations to this Agreement shall be effective unless in writing and signed by both parties hereto.

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

**CITY OF BENSON**

**BENSON GOLF CLUB**

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

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



# DoMat's Family Foods

2004 Minnesota Ave, PO Box 118  
Benson, MN 56215

Phone: 320-842-7221

Fax: 320-843-4842

E-mail: domats@domats.com

February 19, 2016

To: City of Benson Economic Development Committee  
Benson City Council

Re: Request for Property Tax Abatement

DoMat's Family Foods is planning to construct a new building to create retail space for our business currently located at 2004 Minnesota Ave in Benson.

At this time, we are formally requesting property tax abatement from the City of Benson for property located at 1701 Minnesota Ave and 1901 Minnesota Ave. This property is described as follows:

Lot One (1), Block Seven (7), Westwood Acres to the City of Benson  
Lot Two (2), Block (7), Westwood Acres to the City of Benson  
A section of Lot 3, Block Seven (7), Westwood Acres to the City of Benson

We are requesting 100% property tax abatement for a period of 20 years commencing March 1, 2016. The seller of this property will pay the first 2 months of pro-rated taxes for the year 2016, based on the 2015 tax statement. We are requesting property tax abatement to begin March 1, 2016 based on the 2015 tax statement. The building we currently occupy is owned by Running's Fleet and Farm and will remain on the property tax roles.

These requests are made to help our business lower its tax liability during a time when our operating costs will run unusually high due to loan payments. After 20 years the City of Benson will benefit by the increased tax base with a building and business on a currently vacant lot. It is expected this new building will create a significant impact on the local economy through job creation and property value increase. It has the potential to attract out of town people and will create an asset to the community.

We thank you for your consideration in this matter.

Sincerely,

Timothy Mattheisen, President  
DoMat's, Inc.

CITY OF



February 19, 2016

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

Re: Rates for City Attorney Services

Dear Rob:

The current rate for services provided by our office as city attorney other than criminal prosecutions, is \$145.00 per hour. This rate has been the same for eleven (11) years since 2005.

The current rate for criminal prosecution services provided by our office is \$100.00 per hour. This rate has been the same since 2013.

We request that the city council and you consider an increase in these rates. Our suggestion is \$165.00 per hour for services other than criminal prosecution and \$125.00 per hour for criminal prosecution.

Thank you for your consideration. Please let me know if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Donald A. Wilcox".

Donald A. Wilcox  
City of Benson Attorney

DAW:kw

OFFICE OF CITY ATTORNEY

Donald A. Wilcox  
Benjamin R. Wilcox

1150 Wisconsin Avenue  
P.O. Box 100  
Benson, MN 56215

320-842-5391  
FAX 320-843-4285

# MEMO

**DATE:** March 3, 2016  
**TO:** City Council  
**FROM:** Dan Gens, Public Works Director  
**RE:** Mosquito Spraying Chemical Quotes

---

The Benson Parks Department received two verbal quotes for Mosquito Control Chemicals for 2016:

## Univar

Kontrol 4-4	300 Gallons	\$40.00/gallon	\$12,000.00
-------------	-------------	----------------	-------------

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## Clarke

Clarke Biomist 4-4	300 Gallons	\$47.33/gallon	\$14,199.00
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## MEMO

**DATE:** March 3, 2016  
**TO:** City Council  
**FROM:** Dan Gens, Public Works Director  
**RE:** Crack Filler Quote

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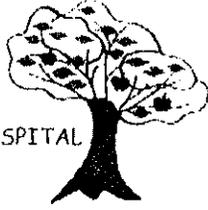
The Benson Street Department received a verbal quote for crack filler material for 2016:

### **Brock White**

\$7,500 Lbs. at \$.60/Lb.                      \$4,500.00

**SCBH**  
**FOUNDATION**

SWIFT COUNTY-BENSON HOSPITAL  
1815 WISCONSIN AVE  
BENSON, MN 56215



March 2, 2016

City of Benson,

The SCBH Foundation annual fundraiser "Emerald Eve" is planned for April 8<sup>th</sup>, 2016. We are looking for items for the silent auction. Would you be willing to donate a family outdoor pool pass for the 2016 season?

Thank you,

A handwritten signature in black ink that reads "Don Hawley". The signature is written in a cursive, flowing style.

SCBH Foundation Member

Molden Concrete Construction LLC

455 Hwy 12 SW  
 Benson MN 56215

# Estimate

Date	Estimate #
2/22/2016	26

Name / Address
City of Benson

			Project
Description	Qty	Rate	Total
Pour concrete footing ,sonotubes and base	1	2,000.00	2,000.00
Concrete sidewalk 6' x 65'	390	5.50	2,145.00
Concrete pad around columbarium 8' wide	367	5.50	2,018.50
Price includes concrete rebar and labor			
excavation, backfill and gravel will be supplied by city			
<b>Total</b>			\$6,163.50

**CITY OF BENSON**

**SELECTACCOUNT FLEXIBLE BENEFIT PLAN DOCUMENT  
SIGNATURE PAGE**

CITY OF BENSON restates its cafeteria plan by adopting the attached SelectAccount Flexible Benefit Plan and applicable Benefit Summaries (collectively the "Plan Document").

This restatement is effective as of January 1, 2016.

The Company has caused this instrument to be executed by its authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**\*\*Please sign and keep this page for your records\*\***

**CITY OF BENSON**

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

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

**City of Benson**

# **Flexible Benefit Plan**

**Plan Document**

**City of Benson**

# **Flexible Spending Plan**

**Medical FSA, Dependent Care FSA, and  
Pre-Tax Premium Summary**

**City of Benson**

# **Health Savings Account Program**

**Summary**

# FSA Adoption Agreement

## Section 125 Cafeteria-Flexible Benefits Plan Master Services Agreement With MII Life, Incorporated d/b/a SelectAccount

City of Benson ("Employer") hereby adopts the Section 125 Cafeteria-Flexible Benefit Plan attached hereto (the "Plan") effective on January 1, 2016 and end on December 31, 2016. Each service year thereafter will begin January 1 and end on December 31. The Plan restates and amends the Section 125 cafeteria-flexible benefits plan maintained by the Employer and in effect prior to the Effective Date.

Employer also adopts and agrees to the terms of the FSA Master Services Agreement ("the Agreement") attached hereto for the provision of administrative services by MII Life, Incorporated dba SelectAccount.

---

### Signatures

#### City of Benson

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

#### SelectAccount

Accepted: \_\_\_\_\_  
Reed Erickson, VP, Compliance & Risk Management

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



Southwest/West Central Service Cooperative

**Section 125 Cafeteria -  
Flexible Benefits Plan  
Master Services  
Agreement**

With MII Life Incorporated d/b/a  
SelectAccount



**SOUTHWEST/WEST CENTRAL SERVICE COOPERATIVE  
125 CAFETERIA-FLEXIBLE BENEFITS PLAN  
MASTER SERVICES AGREEMENT  
WITH  
MII LIFE INCORPORATED**

This Master Services Agreement (the "**Agreement**") is between MII Life, Incorporated dba SelectAccount ("**SelectAccount**"), and Southwest/West Central Service Cooperative (the "**Service Cooperative**"), for the benefit of itself and other public employers that are participant members of the Service Cooperative (the "**Employer**" or "**Employers**"). SelectAccount and the Service Cooperative (or an Employer, in the case of an adopting Employer) may be referred to jointly as the "**Parties**," or individually as a "**Party**." The purpose of this Agreement is to provide uniform pricing, services, terms, and conditions for the administration of cafeteria plans with flexible benefit arrangements described in Section 125 of the Internal Revenue Code (the "**Plan**" or "**Plans**"). It is intended that each participating Employer establish its own Plan and agree to be bound to the terms of the Agreement. The Agreement is established pursuant to the authority of the Service Cooperative to engage in cooperative purchasing services under Minnesota Statutes Section 123A.21.

This Agreement is effective as of January 1, 2014. Fee increases for Employers adopting this agreement shall be effective on the plan renewal date for each employer. SelectAccount will provide the services described herein for Plans adopted by Employers at any time during the term of this Agreement. SelectAccount is not an attorney, tax advisor or investment advisor and does not render legal, tax or investment advice in connection with the creation, adoption or operation of the Plan. Employers will seek the advice of counsel, as needed, as to matters that might arise in connection with design, adoption or operation of the Plans.

SelectAccount is a corporation organized and domiciled in Minnesota and is authorized by law to provide administrative services to an Employer with respect to employee benefits for its employees.

# HSA Adoption Agreement

Health Savings Account Master Service Agreement  
With MII Life, Incorporated d/b/a SelectAccount

City of Benson ("Employer") hereby adopts the Health Savings Account Master Services Agreement attached hereto effective on January 1, 2016 and end on December 31, 2016. Each service year thereafter will begin January 1 and end on December 31. The Plan restates and amends the Health Savings Account maintained by the Employer and in effect prior to the Effective Date.

Employer also agrees to the terms of the HSA Master Services Agreement ("the Agreement") attached hereto for the provision of administrative services by MII Life, Incorporated dba SelectAccount.

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## Signatures

### City of Benson

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

### SelectAccount

Accepted: \_\_\_\_\_  
Reed Erickson, VP, Compliance & Risk Management

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



Southwest/West Central Service Cooperative

# HSA Master Service Agreement

With MII Life Incorporated d/b/a  
SelectAccount

**SOUTHWEST/WEST CENTRAL SERVICE COOPERATIVE  
HSA MASTER SERVICE AGREEMENT  
WITH  
MII LIFE INCORPORATED**

This HSA Master Service Agreement (the “**Agreement**”) is between MII Life, Incorporated dba SelectAccount (“**SelectAccount**”), and Southwest/West Central Service Cooperative (the “**Service Cooperative**”), for the benefit of itself and other public Employers that are participant members of the Service Cooperative (the “**Employer**” or “**Employers**”). SelectAccount and the Service Cooperative (or an Employer, in the case of an adopting Employer) may be referred to jointly as the “**Parties**,” or individually as a “**Party**.” The purpose of this Agreement is to provide uniform pricing, services, terms, and conditions for the administration of health savings accounts (“**HSAs**”) that are established by employees of the Employers. The Agreement is established pursuant to the authority of the Service Cooperative to engage in cooperative purchasing services under Minnesota Statutes Section 123A.21.

This Agreement is effective as of January 1, 2014. Fee increases for Employers adopting this agreement shall be effective on the renewal date for each Employer’s HSA-eligible high deductible health (“**Plan**”). SelectAccount will provide the services described herein for HSAs and Employers at any time during the term of this Agreement. SelectAccount is not an attorney, tax advisor or investment advisor and does not render legal, tax or investment advice in connection with the creation, adoption or operation of HSAs. Employers will seek the advice of counsel, as needed, as to matters that might arise in connection with design, adoption or operation of their employee benefit and compensation arrangements, including agreements to contribute or permit contributions to HSAs on behalf of employees. .

SelectAccount is a corporation organized and domiciled in Minnesota and is authorized by law to provide HSA custodian and administrative services.

**APPLICATION REQUESTING FUNDS  
FROM THE CITY OF BENSON**

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Number of Members in Organization: \_\_\_\_\_

Number of Benson Members in Organization: \_\_\_\_\_

Description and Purpose of Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Request of Funds: \_\_\_\_\_  
\_\_\_\_\_

Amount of Funds Requested: \$ \_\_\_\_\_

How will the Use of these Funds Benefit or Promote Benson? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Funds committed by other groups or governmental agencies:

Organization: _____	Amount: \$ _____
_____	_____
_____	_____

Funds requested from other groups or governmental agencies, but not committed:

Organization: _____	Amount: \$ _____
_____	_____
_____	_____

**COUNCIL ACTION**

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

Approved

Denied

Reasons:

Attached is a copy of the organization's most recent budget and/or financial statement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

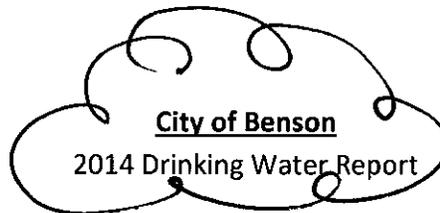
\_\_\_\_\_  
Representative of Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

# CONSUMER CONFIDENCE REPORT

PWSID: 1760008



*2015 report  
will be  
available on line  
in April 2016*

The City of Benson is issuing the results of monitoring done on its drinking water for the period from January 1 to December 31, 2014. The purpose of this report is to advance consumers' understanding of drinking water and heighten awareness of the need to protect precious water resources.

## Source of Water

The City of Benson provides drinking water to its residents from a groundwater source: three wells ranging from 151 to 340 feet deep, that draw water from the Quaternary Buried Artesian aquifer.

The Minnesota Department of Health has determined that the source(s) used to supply your drinking water is not particularly susceptible to contamination. If you wish to obtain the entire source water assessment regarding your drinking water, please call 651-201-4700 or 1-800-818-9318 (and press 5) during normal business hours. Also, you can view it on line at [www.health.state.mn.us/divs/eh/water/swp/swa](http://www.health.state.mn.us/divs/eh/water/swp/swa).

Call if you have questions about the City of Benson drinking water or would like information about opportunities for public participation in decisions that may affect the quality of the water.

## Results of Monitoring

The results contained in the following table indicate an exceedance of a federal standard. Some other contaminants were detected in trace amounts that were below legal limits. The table that follows shows the contaminants that were detected in trace amounts last year. (Some contaminants are sampled less frequently than once a year; as a result, not all contaminants were sampled for in 2014. If any of these contaminants were detected the last time they were sampled for, they are included in the table along with the date that the detection occurred.)

### Key to abbreviations:

**MCLG**—Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**MCL**—Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

**MRDL**—Maximum Residual Disinfectant Level.

# CONSUMER CONFIDENCE REPORT

PWSID: 1760008

MRDLG—Maximum Residual Disinfectant Level Goal.

✓ AL—Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirement which a water system must follow.

90th Percentile Level—This is the value obtained after disregarding 10 percent of the samples taken that had the highest levels. (For example, in a situation in which 10 samples were taken, the 90th percentile level is determined by disregarding the highest result, which represents 10 percent of the samples.) Note: In situations in which only 5 samples are taken, the average of the two with the highest levels is taken to determine the 90th percentile level.

ppm—Parts per million, which can also be expressed as milligrams per liter (mg/l).

ppb—Parts per billion, which can also be expressed as micrograms per liter (µg/l).

N/A—Not Applicable (does not apply).

*Not Contaminant Level Goal*

Contaminant (units)	MCLG	MCL	Level Found		Typical Source of Contaminant
			Range (2014)	Average/Result*	
Barium (ppm) (09/30/2013)	2	2	N/A	.56	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Fluoride (ppm)	4	4	.95-1.1	1.08	State of Minnesota requires all municipal water systems to add fluoride to the drinking water to promote strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories.
Nitrate (as Nitrogen) (ppm)	10.4	10.4	N/A	1.1	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Nitrite (as Nitrogen) (ppm) (09/30/2013)	1	1	N/A	.04	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
TTHM (Total trihalomethanes) (ppb)	0	80	N/A	2.1	By-product of drinking water disinfection.
Total Coliform Bacteria	0 present	>1 present	N/A	1♥	Naturally present in the environment.

# CONSUMER CONFIDENCE REPORT

PWSID: 1760008

\*This is the value used to determine compliance with federal standards. It sometimes is the highest value detected and sometimes is an average of all the detected values. If it is an average, it may contain sampling results from the previous year.

♥Follow-up sampling showed no contamination present.

Contaminant (units)	MRDLG	MRDL	****	*****	Typical Source of Contaminant
Chlorine (ppm)	4	4	.2-1.1	.51	Water additive used to control microbes.

\*\*\*\*Highest and Lowest Monthly Average.

\*\*\*\*\*Highest Quarterly Average.

Contaminant (units)	MCLG	AL	90% Level	# sites over AL	Typical Source of Contaminant
Copper (ppm)	1.3	1.3	2.11★	3 out of 10	Corrosion of household plumbing systems; Erosion of natural deposits.
Lead (ppb)	0	15	3	0 out of 10	Corrosion of household plumbing systems; Erosion of natural deposits.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Benson is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

★We are in exceedance of the action level for copper. Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time could experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years could suffer liver or kidney damage. People with Wilson's Disease should consult their personal doctor. In response to this issue, we performed a corrosion control study and/or have taken actions to make the water less likely to absorb materials such as copper from your plumbing.

# CONSUMER CONFIDENCE REPORT

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Monitoring may have been done for additional contaminants that do not have MCLs established for them and are not required to be monitored under the Safe Drinking Water Act. Results may be available by calling 651-201-4700 or 1-800-818-9318 during normal business hours.

## Compliance with National Primary Drinking Water Regulations

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

*Microbial contaminants*, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

*Inorganic contaminants*, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

*Pesticides and herbicides*, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.

*Organic chemical contaminants*, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.

*Radioactive contaminants*, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U. S. Environmental Protection Agency (EPA) prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

***Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC***

# CONSUMER CONFIDENCE REPORT

PWSID: 1760008

*guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.*

The only chemical additions to Benson's water supply are as follows:

1. Chlorine 1-2 parts per million at the plant
2. Fluoride 1 - 1.5 parts per million at the plant

50/50 blend Poly Phosphate  
75/25

The treatment process includes iron and manganese removal. This removes iron content of water to less than .02 parts per million. The raw water in Benson contains 1.3 to 2.5 parts per million of iron.

The presence of iron and manganese in drinking water is not considered harmful for human consumption. However, it is objectionable aesthetically. Relatively small concentrations of these metals will discolor water, turning it red or turbid yellow/brown or even black colored. It can do this and still be biologically safe, but undesirable to customers. Iron and manganese can also cause a build up of deposits in pipelines. Red water is especially noticeable in dead ends where there is little or no circulation. A good hydrant flushing schedule helps alleviate this problem.

Iron removal treatment generally consists of at least two unit processes, namely oxidation and filtration. Oxidation is accomplished by aeration in the filters and filtration of all water in Benson is accomplished at each pump house through a system of sand filters.

Although minor problems can develop in any water system, public water systems are more thoroughly tested and regulated than water from any source, including bottled water.

This report will not be mailed to Benson customers but copies are available upon request.

Kim Horn

SOA on site visit = ~~Richard~~

4 / 2 improved ?  
2 worse ?



(<http://www.health.state.mn.us/index.html>)

## Minnesota Department of Health

### Copper in Drinking Water

### Health Effects and How to Reduce Exposure

Download a print version of this document: [Copper in Drinking Water \(PDF: 370KB/1 page\)](#)

(<http://www.health.state.mn.us/divs/eh/water/factsheet/com/copper.pdf>)

In 1991, the U. S. Environmental Protection Agency (EPA) established rules for controlling lead and copper levels in public water supplies. Since that time, water systems across the country have been sampling water in the homes of their customers to determine if there is a problem. Enclosed is information on copper in drinking water: why it is cause for concern, how it enters water, and how you and your family can reduce your exposure to it.

Copper is a reddish metal that occurs naturally in rock, soil, water, sediment, and air. It has many practical uses in our society and is commonly found in coins, electrical wiring, and pipes. It is an essential element for living organisms, including humans, and-in small amounts-necessary in our diet to ensure good health. However, too much copper can cause adverse health effects, including vomiting, diarrhea, stomach cramps, and nausea. It has also been associated with liver damage and kidney disease.

The human body has a natural mechanism for maintaining the proper level of copper in it. However, children under one year old have not yet developed this mechanism and, as a result, are more vulnerable to the toxic effects of copper. People with Wilson's disease also have a problem with maintaining the proper balance and should also exercise particular care in limiting exposure to copper.

Water is one of the ways that copper may enter our bodies. The EPA has established an "action level" for copper in drinking water. This action level is exceeded if the level of copper in more than 10 percent of the tap water samples collected by a water system is greater than 1,300 micrograms per liter (or 1,300 parts per billion). You may wish to check with your water supplier for the results of the copper testing it did. Steps should be taken to reduce exposure if this level of 1,300 parts per billion is exceeded.

This level has been set to protect against acute toxic effects in humans. ***However, it is not protective against copper toxicity in sensitive members of the population, such as those with Wilson's disease, who will have to further limit their intake of copper from all sources.***

#### **How can I reduce my exposure to copper?**

Copper works its way into the water by dissolving from copper pipes in the household plumbing. The longer the water has stood idle in the pipes, the more copper it is likely to have absorbed. (Newer homes with copper pipes may be more likely to have a problem. Over time, a coating forms on the inside of the pipes and can insulate the water from the copper in the pipes. In newer homes, this coating has not yet had a chance to develop.) Thus, anytime the water has not been used for more than six hours-overnight, for example, or during the day when people have been gone to work or school-it should be cleared from the pipes before being used for drinking or cooking.

This can be achieved by letting the cold water faucet run until you can feel the water getting colder-usually 30 to 60 seconds. This must be done before taking drinking water from any faucet in the house.

In addition, hot water dissolves copper more quickly than cold water; as a result, water to be used for drinking or cooking should not be drawn from the hot water tap. If you need hot water for cooking or

drinking, take water from the cold tap and heat it. *It is especially important not to use the hot water for making baby formula.*

**What is my local water supplier doing about copper?**

Water supply systems that have exceeded the federal "action level" of 1,300 parts per billion of copper are taking a number of steps to deal with the problem. These include testing the source water for contamination and treating the water to make it less corrosive or less likely to absorb copper from the plumbing.

651-201-5000 Phone  
888-345-0823 Toll-free

Information on this website is available in alternative formats to individuals with disabilities upon request.

Updated Monday, March 25, 2013 at 12:09PM

# Lead and Copper Rule: A Quick Reference Guide

Overview of the Rule	
Title <sup>1</sup>	Lead and Copper Rule (LCR) <sup>2</sup> , 56 FR 26460 - 26564, June 7, 1991
Purpose	Protect public health by minimizing lead (Pb) and copper (Cu) levels in drinking water, primarily by reducing water corrosivity. Pb and Cu enter drinking water mainly from corrosion of Pb and Cu containing plumbing materials.
General Description	Establishes action level (AL) of 0.015 mg/L for Pb and 1.3 mg/L for Cu based on 90 <sup>th</sup> percentile level of tap water samples. An AL exceedance is not a violation but can trigger other requirements that include water quality parameter (WQP) monitoring, corrosion control treatment (CCT), source water monitoring/treatment, public education, and lead service line replacement (LSLR).
Utilities Covered	All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) are subject to the LCR requirements.

Public Health Benefits	
Implementation of the LCR has resulted in	<ul style="list-style-type: none"> <li>▶ Reduction in risk of exposure to Pb that can cause damage to brain, red blood cells, and kidneys, especially for young children and pregnant women.</li> <li>▶ Reduction in risk of exposure to Cu that can cause stomach and intestinal distress, liver or kidney damage, and complications of Wilson's disease in genetically predisposed people.</li> </ul>

## Major Monitoring Provisions

### Lead and Copper Tap

Applicability	▶ All CWSs and NTNCWSs.
Standard	<ul style="list-style-type: none"> <li>▶ CWSs and NTNCWSs must collect first-draw samples at taps in homes/buildings that are at high risk of Pb/Cu contamination as identified in 40 CFR 141.86(a).</li> <li>▶ Number of samples is based on system size (see Table 1).</li> <li>▶ Systems must conduct monitoring every 6 months unless they qualify for reduced monitoring.</li> </ul>
Reduced	▶ See Table 1 for sample number and Table 2 for criteria.

### Water Quality Parameter (WQP)

Applicability	<ul style="list-style-type: none"> <li>▶ Systems serving &gt; 50,000 people.</li> <li>▶ Systems serving ≤ 50,000 during monitoring periods in which either AL is exceeded.</li> </ul>
Standard	<ul style="list-style-type: none"> <li>▶ WQP samples at taps are collected every 6 months.</li> <li>▶ WQPs at entry points to distribution system (EPTDS) are collected every 6 months prior to CCT installation, then every 2 weeks.</li> </ul>
Reduced	▶ See Table 1 for sample number and page 2 for criteria. Does not apply to EPTDS WQP monitoring.

Table 1: Lead and Copper Tap and WQP Tap Monitoring

Size Category	System Size	Number of Pb/Cu Tap Sample Sites <sup>3</sup>		Number of WQP Tap Sample Sites <sup>4</sup>	
		Standard	Reduced	Standard	Reduced
Large	> 100K	100	50	25	10
	50,001 - 100K	60	30	10	7
Medium	10,001 - 50K	60	30	10	7
	3,301 - 10K	40	20	3	3
Small	501 - 3,300	20	10	2	2
	101 - 500	10	5	1	1
	≤ 100	5	5	1	1

<sup>3</sup> With written State approval, PWSs can collect < 5 samples if all taps used for human consumption are sampled.

<sup>4</sup> Two WQP tap samples are collected at each sampling site.

Table 2: Criteria for Reduced Pb/Cu Tap Monitoring

Annual	<ol style="list-style-type: none"> <li>1. PWS serves ≤ 50,000 people and is ≤ both ALs for 2 consecutive 6-month monitoring periods; or</li> <li>2. Any PWS that meets optimal WQPs (OWQPs) and is ≤ Pb AL for 2 consecutive 6-month monitoring periods.</li> </ol>
Triennial	<ol style="list-style-type: none"> <li>1. PWS serves ≤ 50,000 people and is ≤ both ALs for 3 consecutive years of monitoring; or</li> <li>2. Any PWS that meets OWQP specifications and is ≤ Pb AL for 3 consecutive years of monitoring; or</li> <li>3. Any PWS with 90<sup>th</sup> percentile Pb and Cu levels ≤ 0.005 mg/L and ≤ 0.65 mg/L, respectively, for 2 consecutive 6-month monitoring periods (i.e., accelerated reduced Pb/Cu tap monitoring).</li> </ol>
Every 9 years	PWS serves ≤ 3,300 people and meets monitoring waiver criteria found at 40 CFR 141.86(g).

## Lead Consumer Notice

Within 30 days of learning the results, all systems must provide individual Pb tap results to people who receive water from sites that were sampled, *regardless of whether the results exceed the Pb AL*, as required by 40 CFR 141.85(d).

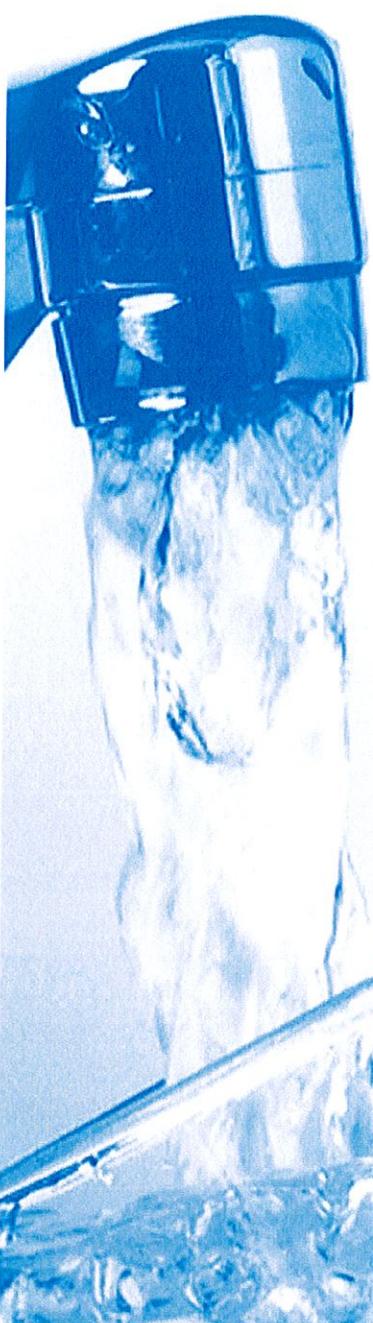
## Consumer Confidence Report (CCR)

All CWSs, irrespective of their lead levels, must provide an educational statement about lead in drinking water in their CCRs as required by 40 CFR 141.154. Must be in 2008 CCR (due July 1, 2009) if EPA is Primacy Agency, State adopts the rule by reference automatically, or adopts during 2008. Otherwise, this statement is required in the 2009 CCR (due July 1, 2010).

<sup>1</sup>This document provides a summary of federal drinking water requirements; to ensure full compliance, please consult the federal regulations at 40 CFR 141 and any approved state requirements.

<sup>2</sup> The June 1991 LCR was revised with the following Technical Amendments: 56 FR 32112, July 15, 1991; 57 FR 28785, June 29, 1992; 59 FR 33860, June 30, 1994.

It was subsequently revised by: the LCR Minor Revisions, 65 FR 1950, January 12, 2000; and the LCR Short-Term Revisions, 72 FR 57782, October 10, 2007.



## Treatment Technique and Sampling Requirements if the AL is Exceeded<sup>5</sup>

<sup>5</sup> Based on 90<sup>th</sup> percentile level. Multiply number of valid samples by 0.9 (e.g., 10 samples x 0.9 = 9; thus, use 9<sup>th</sup> highest Pb and Cu test result to compare to AL). For 5 samples, average 4<sup>th</sup> and 5<sup>th</sup> highest results. For < 5 samples, use highest result.

### Water Quality Parameter (WQP)

Applicability	Refer to page 1.
Parameters	▶ pH, alkalinity, calcium ( <i>initial only, unless calcium carbonate stabilization is used</i> ), conductivity ( <i>initial monitoring only</i> ), orthophosphate ( <i>if inhibitor is phosphate-based</i> ); silica ( <i>if inhibitor is silicate-based</i> ), and temperature ( <i>initial monitoring only</i> ).
Frequency	▶ Systems installing CCT, must conduct follow-up monitoring for 2 consecutive 6-month periods. ▶ WQP tap monitoring is conducted every 6 months, EPTDS monitoring increases to every 2 weeks. ▶ After follow-up monitoring, State sets OWQP specifications that define optimal CCT.
Reduced Tap Monitoring	▶ Collect reduced number of sampling sites (see Table 1) if meet OWQPs for 2 consecutive 6-month periods. ▶ Collect reduced number of sampling sites at reduced frequency if meet OWQPs for: - 6 consecutive 6-month monitoring periods can monitor annually; - 3 consecutive years of annual monitoring can monitor triennially.

### Public Education (PE)

Applicability	▶ Systems that exceed the Pb AL ( <i>not required if only the Cu AL is exceeded</i> ).
Purpose	▶ Educates consumers about lead health effects, sources, and steps to minimize exposure.
Delivery Method	▶ CWSs: deliver materials to bill-paying customers and post lead information on water bills, work in concert with local health agencies to reach at-risk populations (children, pregnant woman), deliver to other organizations serving "at-risk" populations, provide press releases, include new outreach activities from list in 40 CFR 141.85(a)(2)(vi), and post to Web site (CWSs serving > 100,000 only). ▶ NTNCWSs: posting and distribution to all consumers (can be electronic with State permission). Can apply to CWSs such as hospitals and prisons where population cannot make improvements.
Timing	▶ Within 60 days <i>after end of monitoring period</i> in which Pb AL was exceeded if not already delivering PE. <sup>6</sup> ▶ Repeat annually except: water bill inserts - quarterly; press releases - 2x/year, and Web posting - continuous. ▶ Can discontinue whenever ≤ Pb AL but must recommence if subsequently exceed Pb AL.

<sup>6</sup>State may allow extension in some situations. Also, State may require approval of message content prior to delivery.

### Source Water Monitoring and Source Water Treatment (SOWT)

Applicability	▶ Systems that exceed Pb or Cu AL.
Purpose	▶ Determine contribution from source water to total tap water Pb and Cu levels and need for SOWT.
Timing	▶ One set of samples at each EPTDS is due within 6 months of first AL exceedance. ▶ System has 24 months to install any required SOWT. ▶ State sets maximum permissible levels (MPLs) for Pb and Cu in source water based on initial and follow-up source water monitoring.
Standard	▶ Ground water PWSs monitor once during 3-year compliance periods; surface water PWSs monitor annually.
Reduced	▶ Monitor every 9 years if MPLs are not exceeded during 3 consecutive compliance periods for ground water PWSs or 3 consecutive years for surface water PWSs.

### Corrosion Control Treatment (CCT)

Applicability	▶ All large systems except those meeting requirements of 40 CFR 141.81(b)(2) or (b)(3). ▶ Medium and small systems that exceed either AL; may stop CCT steps if ≤ both ALs for 2 consecutive 6-month periods but must recommence CCT if subsequently exceed either AL.
Study	▶ All large systems except as noted above. ▶ If State requires study for small or medium systems, it must be completed within 18 months.
Treatment	▶ Once State determines type of CCT to be installed, PWS has 24 months to install. ▶ Systems installing CCT must conduct 2 consecutive 6 months of follow-up tap and WQP monitoring.
OWQPs	▶ After follow-up Pb/Cu tap and WQP monitoring, State sets OWQPs. <i>Refer to WQP section above.</i>

### Lead Service Line Replacement (LSLR)

Applicability	▶ Systems that continue to exceed the Pb AL after installing CCT and/or SOWT. ▶ Can discontinue LSLR whenever ≤ Pb AL in tap samples for 2 consecutive 6-month monitoring periods; must recommence if subsequently exceed.
Monitoring	▶ Optional: Sample from LSL to determine if line must be replaced. If all samples are ≤ 0.015 mg/L, line is considered "replaced through testing"; must reconsider these lines if Pb AL is subsequently exceeded. ▶ Required: Sample from any LSLs not completely replaced to determine impact on Pb levels.
Replacement	▶ Must replace at least 7% of LSLs annually; State can require accelerated schedule. ▶ If only portion of LSL is replaced, PWS must: - Notify customers at least 45 days prior to replacement about potential for increased Pb levels. - Collect samples within 72 hours of replacement and provide results within 3 days of receipt.

For additional information on the LCR

Call the Safe Drinking Water Hotline at 1-800-426-4791; visit the EPA Web site at <http://water.epa.gov/drink>; or contact your State drinking water representative.