

**City Council Meeting
Benson Armory and Telephonically
June 1, 2020**

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.

Please use the FCC App on your device. (Activate video)

Call-in Information

Dial In: 1-425-436-6384

Access Code: 457987#

Page

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|---------------------------------|--------------------------------|---|-------------------------|------------------|-----------------|--------------------------------|---------------------|-------------------|---------------------------------|--|--|
| | 1. | 5:30 p.m. Call the Meeting to Order (Mayor) | | | | | | | | | |
| | 2. | Pledge of Allegiance | | | | | | | | | |
| | 3. | Approval of Agenda | | | | | | | | | |
| | | Additions? <input type="checkbox"/> None 1. _____ 2. _____ | | | | | | | | | |
| | | Any Consent Agenda items to be moved to a regular agenda item? | | | | | | | | | |
| | | Approval of Agenda ____ as Presented or ____ Revised | Action Requested | | | | | | | | |
| | 4. | Consent Agenda: | | | | | | | | | |
| | | a. Minutes: | | | | | | | | | |
| 3-5 | | ▪ 5.18.2020 City Council Meeting | | | | | | | | | |
| 6-7 | | ▪ 5.26.2020 Special City Council Meeting | | | | | | | | | |
| 8-9 | | ▪ 4.13.2020 EDA Meeting | | | | | | | | | |
| | | b. Electronic Transfers: | | | | | | | | | |
| | | Payroll: \$89,723.31 | | | | | | | | | |
| | 5. | Persons With Unscheduled Business to Come Before the Council | | | | | | | | | |
| | 6. | 2019 Audit | Action Requested | | | | | | | | |
| 10-21 | 7. | CARES Act Grant Transmittal Letter-Airport | Information Only | | | | | | | | |
| 22-39 | 8. | Governor Walz Emergency Executive Order 20-63 | Information Only | | | | | | | | |
| | 9. | 2020 Summer Activities Discussion: | Action Requested | | | | | | | | |
| 40-47 | | <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">▪ Kid Day</td> <td>▪ Outdoor Dining</td> </tr> <tr> <td>▪ Swimming Pool</td> <td>▪ Ambush Park Camping/Shelters</td> </tr> <tr> <td>▪ Summer Recreation</td> <td>▪ Farmer’s Market</td> </tr> <tr> <td colspan="2">▪ Prom Request – Roosevelt Park</td> </tr> </table> | ▪ Kid Day | ▪ Outdoor Dining | ▪ Swimming Pool | ▪ Ambush Park Camping/Shelters | ▪ Summer Recreation | ▪ Farmer’s Market | ▪ Prom Request – Roosevelt Park | | |
| ▪ Kid Day | ▪ Outdoor Dining | | | | | | | | | | |
| ▪ Swimming Pool | ▪ Ambush Park Camping/Shelters | | | | | | | | | | |
| ▪ Summer Recreation | ▪ Farmer’s Market | | | | | | | | | | |
| ▪ Prom Request – Roosevelt Park | | | | | | | | | | | |
| 48-50 | 10. | Consider Demolition & Environmental Bids for Rob’s Motel | Action Requested | | | | | | | | |
| 51-53 | 11. | Appropriation Repayment Agreement – Swift Cty-Benson Hosp. 2013 Bond | Action Requested | | | | | | | | |
| 54-55 | 12. | Swift County-Benson Hospital Grant Agreement | Action Requested | | | | | | | | |
| 56 | 13. | Consider Pay Request – Discovery Kids 2019-2020 School Year-\$10,000 | Action Requested | | | | | | | | |
| 57-58 | 14. | Consider Final Pay Request KHC - \$7,796.65 – Wastewater Filter | Action Requested | | | | | | | | |

15. Adjourn: Mayor

Action Requested

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

DRAFT

**MINUTES - BENSON CITY COUNCIL MEETING
TELEPHONICALLY
MAY 18, 2020**

The meeting was called to order telephonically at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Mark Schreck, Jon Buyck & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Police Chief Ian Hodge, Public works Director Dan Gens, City Attorney Ben Wilcox, Jen Sullivan, Roxy Lewis, Kirk Bustron with the UMVRDC, Jeff Martin and Roger Ebnert.

The Council recited the Pledge of Allegiance.

The Mayor asked for any changes to the agenda. There were two additions. One was the High School Senior Banner and High School Graduation. It was moved by Evenson, seconded by Schreck to approve the amended agenda. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed to approve the agenda.

It was moved by Schreck, seconded by Evenson and carried unanimously to approve the following items on the consent agenda:

- May 4, 2020 City Council Minutes
- March 23, 2020 Special Planning Commission Minutes
- March 30, 2020 Special Planning Commission Minutes
- March 11, 2020 Cemetery Board Minutes
- Gambling Permit Date Change for National Turkey Fed. Banquet-6/12/2020
- Electronic Transfers:
 - Payroll: \$99,843.10 – May 7, 2020
 - Journal: \$3,299,387.26 – April 2020

The Mayor called for anyone with unscheduled business. Jeff Martin asked the Council what actions are being taken to bring the City back to life. He said he didn't think the City is going to bat for local businesses in light of Governor Walz's order for businesses to remain closed. The Mayor said the UMVRDC has been contracted to reach out to local businesses to find assistance, and there are more programs coming out. There is a Zoom meeting scheduled with the Governor and local cities on Wednesday. The Mayor said she has sent an email and a letter to the Governor sharing concerns about small town businesses. Martin said the City wasn't doing enough. Wolfington referred to the three recent executive orders put out by Governor Walz, #20-56, 20-55 and 20-54. He said the first order is the Stay Safe Minnesota order and rescinds order #20-48. He referred to paragraphs 6-8 of Order 23-56 which outlines what businesses are affected discussing a phased opening on June 1, 2020. He went on to say on May 20, 2020 at 2 p.m. the re-opening plan will be unveiled. He said bars and restaurants are anticipated to be able to be opened based on capacity, and certain businesses will only be allowed 50% occupancy with social distancing. Businesses will also have to have an employee preparedness plan in place. Certain outdoor activities are still being prohibited. Fines for violating the Governor's order will run \$1,000-\$25,000 per day. Martin said he feels it is unconstitutional and we shouldn't be dictated to by the Governor. The Mayor said we have to follow the Governor's orders. Wolfington said in America, we have limited government and we have divided government and discrepancies are handled through the Courts. Wilcox said he reviewed the Governor's orders. They hold up to the constitutional and state laws. In the City of Benson's statutes, we are bound by Minnesota law. He said the City Council, Police and he are all bound by the State Law and Constitution of the United States. Martin said he is very worried about the businesses in town, and not so much himself. The Mayor said she is very concerned as well. She thanked him for his input.

Wolfington presented the latest CDC Guidance for Public Pools for the Council's reference. Wolfington said it takes 3 weeks and roughly \$30,000 to start the pool up, and hopes to know if we will be able to open our pool this year. No action was taken.

The Mayor called on Ebnet to give his thoughts on Kid Day. Ebnet said he has been in contact with his committee over whether to hold Kid Day this year. He said the committee doesn't see how they can hold the carnival and keep all things cleaned properly. He said the parade brings a lot of people watching, and will they be able to be socially distanced? There won't be a band, and some floats are cancelling. He said they are in a quandary on how to proceed, and feels they will not be able to safely hold the event this year. There was discussion by the Council as to whether a scaled back version of Kid Day could be held, and also discussion on the Governor's comments on what can open up and operate on June first. Ebnet said if the Council decides to have Kid Day he will be delegating his jobs as he has a pre-existing medical condition and will not be able to be at the Kid Day events. After discussion, it was moved by Evenson, and seconded by Schreck to vote on the pool opening and Kid Day at the June 1, 2020 City Council meeting. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Wolfington said he received an email the Discovery Kids Day Care rescinded their request for additional funding from the City Council.

Next was discussion on relocating the school trades house on a City lot. Buyck said the Planning Commission recommended the City not participate as it appears the City is in direct competition with local developers. Evenson said the EDA was not interested in participating in this project at this time. After discussion, it was moved by Evenson to not participate in this project at this time, the motion was seconded by Buyck and the following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Next was a capital authorization request for a transformer for the new gymnastics building. The first quote staff received was for \$6,940.00, but the transformer was not available until January 2021. A new quote from GE Grid Solutions in the amount of \$7,960.00 will be ready August 2020. After discussion it was moved by Evenson to purchase the transformer from GE Grid Solutions in the amount of \$7,960.00, the motion was seconded by Buyck and the following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

There was a request from the Racquetball Club to consider paying an overrun on their recent remodeling expenses. The Mayor said they asked for \$9,000 to complete upgrades, and in the end the costs were \$10,427.26. After discussion it was moved by Evenson, seconded by Buyck to approve paying the Racquetball over-run costs of \$1,427.26.

The Council reviewed the April 2020 Budget Report.

It was moved by Evenson and seconded by Schreck to approve bills and warrants in the amount of \$1,352,342.84. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

The Council was informed the School Superintendent had approached the City Manager and Mayor asking to hold graduation in the swimming pool parking lot on May 29, 2020 at 5pm. The Mayor read the list of precautions to ensure social distancing and allow only families to attend in their cars. Then the Mayor said this year's graduating senior's parents purchased a banner and are asking to display it down town. The Mayor said we need to keep in mind signs on City property is against City ordinance, and we have several requests each year to place signs where the old Community Sign was at the intersection of 14th St. S. & Atlantic Ave. After discussion Olson made a motion due to the uniqueness of the situation this year and the opportunity for the City to offer support and congratulations to the graduating class we approve the banner placement at the above referenced location for a period of two weeks. The motion was seconded by Schreck and the following vote was taken: AYES: Olson, Schreck,

Collins, Buyck, Evenson. NAYES: None. The motion passed.

There being no further business to come before the Council upon motion by Evenson, seconded by Buyck and carried unanimously to adjourn the Council meeting at 6:22 p.m.

Mayor

City Clerk

**MINUTES - SPECIAL CITY COUNCIL MEETING
TELEPHONICALLY
MAY 26, 2020**

The meeting was called to order at 5:30 p.m. telephonically by Mayor Collins. Members present: Jack Evenson, Terri Collins, Jon Buyck, Mark Schreck & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Police Chief Ian Hodge, City Attorney Ben Wilcox, Terry Sullivan and Stacy Erickson

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes to the agenda to which there were none. It was moved by Schreck, seconded by Buyck and carried unanimously to approve the agenda as presented.

The Mayor called for anyone with unscheduled business. The Mayor said she and Mr. Sullivan talked out by Patrick's Pub about the Governor's order allowing outdoor dining only to open on June 1, 2020. She said they are asking to put tables in the parking spots on the east side of their building. She said they talked about concrete barriers to define and protect the space and to create about 7-8 places for diners to sit. They would also like to expand their sidewalk café to the curb on the north side of the building and create another 5-6 tables socially distanced. Sullivan said he felt this plan would get them close to 50 people, and the City would not have to close off 13th Street South. He said this proposal is different from his plan he discussed with the City earlier. He also asked if tents could be put up?

Next Wolfington discussed the need to extend the Mayor's Emergency Management Order. Wolfington said continuing the Emergency Declaration will qualify the City for any State or Federal Emergency reimbursements if needed down the road as a result of the COVID-19 Pandemic. It was moved by Evenson, seconded by Schreck and carried unanimously to approve ratify and extend the Declaration of Local Emergency for an additional 60 days from today.

Next was discussion allowing outdoor dining per the Governor of Minnesota's order. Wolfington asked if the Council had any thoughts on tables in streets with traffic driving by. Fencing and barricades were discussed. Wolfington said he could purchase 150' of flood stop barriers that are 25" tall for \$3,000 from Custom Roto Mold. Buyck said he didn't think we needed to purchase barriers and felt there could be another alternative. Schreck pointed out if 13th Street is closed off between Kansas and Pacific Avenues, there would need to be a fire lane left open. Sullivan invited the Council to the Bar to look at his proposal. Wilcox said the resolution allows staff to approve the plans submitted by the applicant. Sullivan said he isn't asking the City to spend a lot of money for him, he wants it to be simple. Wolfington confirmed the Council approved of using all or part of 13th Street, and not in agreement about using City funds for barricade purchase. Sullivan and Wolfington agreed to meet at Patrick's on Wednesday, May 27, 2020 at 9am.

Councilmember Evenson offered the following resolution:

**RESOLUTION TO ALLOW OUTDOOR DINING DURING SPECIAL EMERGENCY
(RESOLUTION 2020-16)**

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

WHEREAS, The Governor of Minnesota has issued Executive Order 20-56, allowing bars and restaurants to open on June 1, 2020 for outdoor service so long as certain conditions including social distancing are maintained to prevent the spread of COVID-19; and,

WHEREAS, immediate action to respond to the situation is needed in order to allow local businesses to operate according to the Governor's order; and,

WHEREAS, the City of Benson wishes to allow local businesses to operate as allowed by the Governor's order; and,

WHEREAS, Minnesota Statutes allow expansion of outdoor business areas provided that:

- a. Retail alcoholic beverage licensed premises be compact and contiguous
 - b. Retailers provide proof that their liquor liability insurance covers alcohol sales in such expanded outdoor spaces
 - c. The city is allowed to approve a map of expanded service areas;
- and,

WHEREAS, Benson Code of Ordinances § 36.08 (A) authorizes the city, by resolution, to promulgate regulations, consistent with applicable federal or state law or regulation, respecting the conduct of persons and use of property during emergencies;

NOW THEREFORE IT IS HEREBY RESOLVED that:

- a. The city manager is authorized to accept, review and either approve or deny applications from local businesses that wish to expand their outdoor service during the declared emergency.
- b. The city manager is authorized to allow the use of public areas, including local streets and sidewalks, for businesses that wish to expand their outdoor service during the declared emergency.

This resolution shall expire at the end of 30 days or at the end of the emergency, whichever comes first.

Councilmember Buyck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Collins, Buyck, Olson. NAYS: None. Thereupon the Mayor declared Resolution 2020-16 duly passed and adopted.

There being no other business, it was moved by Evenson, seconded by Buyck to adjourn the meeting. The following vote was taken: Olson, Schreck, Buyck, Evenson and Collins. The meeting was adjourned at 6:07 p.m.

Mayor

City Clerk

**EDA MEETING
APRIL 13, 2020
12:15 P.M.
TELEPHONICALLY**

Members Present: Laura Ostlie, Rob Wolfington, Sheryl Madden, Dave Martin, Jack Evenson, Mark Schreck, Dan Enderson, Pat Hawley and Stephanie Heinzig.

Members Absent: None

Also Present: Kirk Bustrom Upper Minnesota Valley Rural Development Commission (UMVRDC)

All members are present telephonically, except Wolfington who is running the meeting at City Hall.

Chairman Evenson called the meeting to order at 12:17 p.m.

It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the March 31, 2020 Special EDA Meeting minutes. The following vote was taken: AYES: Hawley, Madden, Schreck, Heinzig, Enderson, Evenson, Martin.

Wolfington discussed a small business assistance program agreement drawn up with the UMVRDC. This agreement is to help those businesses looking for help as a result of the COVID-19 pandemic. He went on to say the contract was amended as of this morning. As mentioned at the last meeting, there are a lot of state and federal programs and businesses are having trouble accessing them. Wolfington said he contacted Bustrom to see if UMVRDC could help these local businesses. Bustrom said he has developed a scope of work and would like to break the program into two pieces. First he said he developed a contact list of businesses totaling approximately 195 excluding public offices and has prioritized them, the hospitality business being the top priority. The second part would be matching interested businesses with a program that would give them the best benefit. He figured they could assist approximately 20 businesses. Hawley asked who will the businesses contact? To which Bustrom said he and Rob Wolfington. Ostlie said it needs to be clear it is the City of Benson reaching out to the businesses and that the UMVRDC is only here to help them through the process. Madden asked how the businesses will be contacted. Bustrom said a letter from the City will be sent to all he businesses. She went on to say the bank she works at has reached out to all their businesses and has tried to maneuver though the programs to help in assisting their customers. There was discussion whether this program with UMVRDC is needed. It was also discussed there are programs the UMVRDC may know of that can help a business that some standard programs cannot. Managing expectations and working with other entities such as the Swift County RDC were discussed. Schreck asked about only assisting 20 businesses. Bustrom said we can help more, but really need to manage & prioritize so we don't over-extend ourselves. Martin asked how a bank can help a business. Madden said she has seen lots of questions on the Payroll Protection program. They have been doing loan modifications, as well as looking into the SBA disaster recovery programs. This contract will be an extra resource. Wolfington said the contract will be billed at \$80/hour not to exceed a total of \$24,000. He hopes this will be reimbursable through FEMA and hopes to offer more than a \$24,000 benefit to the local businesses. Wolfington then asked for the Commission's comments. Evenson said he feels they should reach out and see what comes of it. Madden and Hawley agreed it would be good to reach out and show support. After discussion, it was moved by Martin, seconded by Hawley to recommend to the City Council to move forward with the business assistance program by contracting with the UMVRDC. The following vote was taken: AYES: Madden, Martin, Evenson, Hawley, Schreck, Heinzig and Enderson. NAYES: None. Motion passed.

Next Ostlie stated City Finance Director Glen Pederson asked to write off the existing Monitor Printing loan. The business filed bankruptcy in March of 2017, and their last payment was in October of 2017. One of the owners has passed away as well. The balance is just under \$8,000. It was moved by Hawley, seconded by Madden to write off the Monitor Printing Loan. The following vote was taken: AYES: Madden, Martin, Evenson, Hawley, Schreck, Heinzig, Enderson. NAYES: None. Motion passed.

There were no updates to the loan profile.

There being no other business it was moved by Schreck, seconded by Hawley and carried unanimously to adjourn the meeting. The following vote was taken: AYES: Madden, Martin, Evenson, Hawley, Schreck, Heinzig and Enderson. NAYES: None. Motion passed.

Chairman

Secretary



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

3-27-0011-012-2020
FAA DMA ADO
6020 28th Avenue South
Room 102
Minneapolis, MN 55450

CARES Act Grant Transmittal Letter

May 18, 2020

Mr. Dan Gens
1410 Kansas Drive
Benson, MN 56215

Dear Mr. Gens:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-27-0011-012-2020 for Benson Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than September 30, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify us by email that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



E. Lindsay Butler
Deputy Manager



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 18, 2020

Airport/Planning Area Benson Municipal Airport

CARES Grant Number 3-27-0011-012-2020

Unique Entity Identifier 076513993

TO: City of Benson

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 23, 2020, for a grant of Federal funds at or associated with the Benson Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Benson Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Benson Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is ~~100,000~~ **\$30,000.**

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before ~~September 30~~ **2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Deputy Manager, DMA-ADO

(Title of FAA Official)

Part II - Acceptance

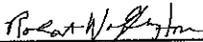
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated May 18, 2020

City of Benson

(Name of Sponsor)



Robert Wolfington (May 18, 2020)

(Signature of Sponsor's Authorized Official)

By: Robert Wolfington

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Benjamin R. Wilcox, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at May 18, 2020

By: Benjamin R. Wilcox
Benjamin R. Wilcox (May 18, 2020)
(Signature of Sponsor's Attorney)

STATE OF MINNESOTA

Executive Department



Governor Tim Walz

Emergency Executive Order 20-63

Continuing to Safely Reopen Minnesota's Economy and Ensure Safe Non-Work Activities during the COVID-19 Peacetime Emergency

I, Tim Walz, Governor of the State of Minnesota, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic continues to present an unprecedented and rapidly evolving challenge to our State. Since the World Health Organization characterized the COVID-19 outbreak as a pandemic on March 11, 2020, confirmed cases of COVID-19 in Minnesota have rapidly increased. On March 15, 2020, Minnesota detected the first confirmed cases caused by “community spread”—infections not epidemiologically linked to overseas travel. By March 17, 2020, all fifty states had reported a confirmed case of COVID-19, and on March 21, 2020, the Minnesota Department of Health (“MDH”) announced the first confirmed fatality due to COVID-19 in Minnesota.

The President declared a national emergency related to COVID-19 on March 13, 2020. Since then, and for the first time in history, the President has approved major disaster declarations for all fifty states and the District of Columbia. In concert with these federal actions and the actions of states across the nation, Minnesota has taken proactive steps to ensure that we remain ahead of the curve. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, endangers the lives of Minnesotans, and local resources were—and continue to be—inadequate to address the threat. After notifying the Legislature, on April 13, 2020 and again on May 13, 2020, I issued Executive Orders extending the peacetime emergency declared in Executive Order 20-01.

The need to slow the spread of the virus required the closure of certain non-critical businesses in our economy. Although Minnesota's April unemployment rate was the second lowest in the country, over 700,000 Minnesotans have applied for unemployment insurance since March 16, 2020. In Executive Order 20-33, seeking to balance public health needs and economic considerations, we began planning to allow more Minnesota workers to safely return to work. We drafted guidelines and requirements for appropriate social distancing, hygiene, and public health best practices. Executive Order 20-38 expanded exemptions for outdoor recreational

activities and facilities, and Executive Orders 20-40, 20-48, and 20-56 allowed for the gradual reopening of certain non-critical businesses that planned for and provided safe workplaces.

Our increased preparedness to treat those most vulnerable to COVID-19 allows us to continue slowly and safely reopening our economy in accordance with guidance from MDH, the Department of Employment and Economic Development (“DEED”), and the Department of Labor and Industry (“DLI”). Businesses reentering the economy must ensure compliance with the Minnesota Occupational Safety and Health Act of 1973, Minnesota Statutes 2019, Chapter 182 (“Minnesota OSHA Standards”), in addition to guidelines related to COVID-19 set forth by MDH and the Centers for Disease Control and Prevention (“MDH and CDC Guidelines”).

Despite the progress we have made since declaring the COVID-19 peacetime emergency, certain establishments—including those in which people gather and linger, those with communal facilities, and those in which close physical contact is expected—continue to pose a public health risk. We continue to carefully consider and prepare for the reopening of such businesses.

Likewise, certain non-work activities outside of the home are conducive to social distancing and hygiene, while others raise significant public health risks. Indoor activities pose higher risks than outdoor activities. Unpredictable settings are riskier than more predictable settings. Large social and other gatherings of people for extended time periods increase the risk of transmission between households, but the risks of transmission are diminished in transitory settings, such as retail establishments, where individual interactions and contact are more limited in duration.

In Minnesota Statutes 2019, section 12.02, the Minnesota Legislature conferred upon the Governor emergency powers to “(1) ensure that preparations of this state will be adequate to deal with disasters, (2) generally protect the public peace, health, and safety, and (3) preserve the lives and property of the people of the state.” Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the state’s emergency management as well as carry out the provisions of Minnesota’s Emergency Management Act.

Minnesota Statutes 2019, section 12.21, subdivision 3(7), authorizes the Governor to cooperate with federal and state agencies in “matters pertaining to the emergency management of the state and nation.” This includes “the direction or control of . . . the conduct of persons in the state, including entrance or exit from any stricken or threatened public place, occupancy of facilities, and . . . public meetings or gatherings.” Pursuant to subdivision 3 of that same section, the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency.

For these reasons, I order as follows:

1. Executive Orders 20-04, 20-08, 20-18, 20-52, 20-56, and 20-62 are rescinded as of Sunday, May 31, 2020 at 11:59 pm.
2. Paragraphs 6 through 8 of this Executive Order are effective as of Sunday, May 31, 2020 at 11:59 pm.

3. **Masks and face coverings strongly encouraged.** I strongly encourage all Minnesotans to wear a manufactured or homemade cloth face covering when they leave their homes and travel to any public setting where social distancing measures are difficult to maintain (*e.g.*, grocery stores and pharmacies) and to follow face covering guidelines issued by MDH and the CDC until this Executive Order is rescinded. As set forth below, Minnesotans may be required to wear cloth face coverings in certain settings. Such face masks and coverings are for source control (to help limit the person wearing the covering from infecting others). They are not yet known to be protective of the wearer and therefore are not personal protective equipment.
4. **At-risk persons.** All persons currently living within the State of Minnesota who are at risk of severe illness from COVID-19, as defined by Executive Order 20-55, are strongly urged to stay at home or in their place of residence and follow the provisions of Executive Order 20-55.
5. **Definitions.**
 - a. “Home,” “homes,” “residence,” and “residences” are broadly defined to include mobile homes, hotels, motels, shared rental units, shelters, and similar facilities, to the extent they are used for lodging.
 - b. “Worker” and “workers” are broadly defined to include owners, proprietors, employees, contractors, vendors, volunteers, and interns.
 - c. “Business” and “businesses” are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.
 - d. “Critical Businesses” are all businesses whose workers qualified for a Critical Sector exemption under paragraph 6 of Executive Order 20-48.
 - e. “Non-Critical Businesses” are all businesses that are not Critical Businesses and are not Places of Public Accommodation closed under paragraph 7.c of this Executive Order.
 - f. “Place of Public Accommodation” means a business, or an educational, refreshment, entertainment, or recreation facility, or an institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public. Places of Public Accommodation include, but are not limited to, the businesses identified in paragraph 7.c.i of this Executive Order.
6. **Activities outside of the home.** Mindful that we must continue to limit social interactions to protect public health, individuals may leave their homes for activities, subject to the requirements and guidelines set forth below. These requirements may be clarified, as deemed necessary by the Governor, to ensure the health, safety, and

security of all Minnesotans. Clarifications will be available for public review at the State's COVID-19 website (<https://mn.gov/covid19/>).

- a. **Guidelines.** Individuals engaging in activities outside of the home must follow the requirements of this Executive Order and MDH and CDC Guidelines. Individuals engaging in outdoor recreational activities must follow the Minnesota Department of Natural Resources (“DNR”) and MDH guidelines on outdoor recreation and guidelines for facilities and the public (“Outdoor Recreation Guidelines”) available at DEED’s website (<https://mn.gov/deed/guidance>).
- b. **Unnecessary travel strongly discouraged.** Consistent with federal guidance and to protect our neighbors, Minnesotans are encouraged to stay close to home and are strongly discouraged from engaging in unnecessary travel.
- c. **Gatherings.** All gatherings of more than 10 people are prohibited, except as set forth below. Gatherings are groups of individuals, who are not members of the same household, congregated together for a common or coordinated social, civic, community, faith-based, leisure, or recreational purpose—even if social distancing can be maintained. This prohibition includes planned and spontaneous gatherings, public and private gatherings, and indoor and outdoor gatherings. Examples of prohibited gatherings include, but are not limited to, social, civic, community, faith-based, or leisure events, sporting or athletic events, performances, concerts, conventions, fundraisers, parades, fairs, and festivals that bring together more than 10 people from more than one household. Prohibited gatherings do not include commercial activity by workers and customers of Critical and Non-Critical Businesses.
 - i. **Legislative and other governmental meetings.** The limits on gatherings in this Executive Order do not apply to legislative and other governmental meetings. Remote meetings are strongly encouraged whenever possible as permitted by state or local authority.
 - ii. **The Judicial Branch.** The limits on gatherings in this Executive Order do not apply to proceedings held by the Minnesota Judicial Branch. Proceedings held by the Judicial Branch are subject to the policies established by the chief justice and will occur as directed by court order. Individuals may appear as directed by a Minnesota state court, including to serve as a juror, appear as a party, as a witness, or as legal counsel on behalf of a party, or otherwise to comply as directed by a court order, subpoena, or summons.
 - iii. **Federal activities.** Nothing in this Executive Order will be construed to limit, prohibit, or restrict in any way the operations of the federal government or the movement of federal officials in Minnesota while acting in their official capacity, including federal judicial, legislative, and executive staff and personnel.

- iv. **Drive-in gatherings.** To enable safe congregation of more than 10 people, drive-in gatherings are permitted, provided that all participants remain within their own vehicles and follow the applicable guidance available at DEED's website (<https://mn.gov/deed/guidance>).
- v. **Weddings, Funerals, and Services.** Places of worship, funeral homes, and other venues that offer gathering space for weddings, funerals, or planned services such as worship, rituals, prayer meetings, or scripture studies, may host such weddings, funerals, or services with over 10 people, provided that they adhere to the following requirements:
 - A. In all settings, ensure a minimum of 6 feet of physical distancing between households.
 - B. In indoor settings, occupancy must not exceed 25 percent of the normal occupant capacity as determined by the fire marshal, with a maximum of 250 people in a single self-contained space.
 - C. In outdoor settings, gatherings must not exceed 250 individuals.
 - D. Develop and implement a COVID-19 Preparedness Plan in accordance with applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>).

d. **Tribal Activities and Lands.**

- i. Activities by tribal members within the boundaries of their tribal reservations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.
- ii. Activities within the boundaries of federal land held in trust for one of the 11 Minnesota Tribal Nations are exempt from the restrictions in this Executive Order but may be subject to restrictions by tribal authorities.
- iii. Activities by tribal members to exercise their federal treaty rights within the boundaries of their treaty territory (also known as "ceded territory") are exempt from the restrictions in this Executive Order but may be subject to restrictions by applicable tribal authorities.
- iv. Tribal members may travel to and from their tribal reservations in accordance with applicable tribal law.

7. **Workers and businesses.** Workers and businesses are subject to the requirements set forth below. These requirements may be clarified, as deemed necessary by the Governor, to ensure the health, safety, and security of all Minnesotans. Clarifications

will be available for public review at the State's COVID-19 website (<https://mn.gov/covid19/>).

- a. **Continue to work from home whenever possible.** Any worker who can work from home must do so.
- b. **Safe work.** Executive Order 20-54 (Protecting Workers from Unsafe Working Conditions and Retaliation) remains in full force and effect. All work must be conducted in a manner that adheres to Minnesota OSHA Standards and MDH and CDC Guidelines, including social distancing and hygiene practices. Under existing law and authority, DLI may issue citations, civil penalties, or closure orders to places of employment with unsafe or unhealthy conditions, and DLI may penalize businesses that retaliate against employees who raise safety and health concerns.
- c. **Extension of temporary closure of bars, restaurants, and other Places of Public Accommodation.** Places of Public Accommodation are subject to the following restrictions:
 - i. The following Places of Public Accommodation are closed to ingress, egress, use, and occupancy by members of the public, except as specified in this Executive Order:
 - A. Restaurants, food courts, cafes, coffeehouses, and other Places of Public Accommodation offering food or beverage for on-premises consumption, excluding institutional or in-house food cafeterias that serve residents, employees, and clients of businesses, child care facilities, hospitals, and long-term care facilities.
 - B. Bars, taverns, brew pubs, breweries, microbreweries, distilleries, wineries, tasting rooms, clubs, and other Places of Public Accommodation offering alcoholic beverages for on-premises consumption.
 - C. Hookah bars, cigar bars, and vaping lounges offering their products for on premises consumption.
 - D. Theaters, cinemas, indoor and outdoor performance venues, and museums.
 - E. Gymnasiums, fitness centers, recreation centers, indoor sports facilities, indoor exercise facilities, and exercise studios.
 - F. Amusement parks, arcades, bingo halls, bowling alleys, indoor climbing facilities, skating rinks, trampoline parks, and other similar recreational or entertainment facilities.

- G. Country clubs, golf clubs, boating or yacht clubs, sports or athletic clubs, and dining clubs.
 - H. “Establishments Providing Personal Care Services,” including tanning establishments, body art establishments, tattoo parlors, piercing parlors, businesses offering massage therapy or similar body work, spas, salons, nail salons, cosmetology salons, esthetician salons, advanced practice esthetician salons, eyelash salons, and barber shops. This includes, but is not limited to, all salons and shops licensed by the Minnesota Board of Cosmetologist Examiners and the Minnesota Board of Barber Examiners.
- ii. The restrictions imposed by this Executive Order do not apply to any of the following:
- A. Places of Public Accommodation that offer food and beverage not for on-premises consumption, including grocery stores, markets, convenience stores, pharmacies, drug stores, and food pantries, other than those portions of the place of public accommodation subject to the requirements of paragraph 7.c.i.
 - B. Health care facilities, child care facilities, residential care facilities, congregate care facilities, and juvenile justice facilities.
 - C. Crisis shelters, soup kitchens, or similar institutions.
 - D. Restaurants and food courts inside the secured zones of airports.
- iii. Places of Public Accommodation, which would otherwise be ordered closed, may stay open if they have been repurposed to exclusively provide services permitted under paragraph 7.c.ii. For example, a gymnasium that has been repurposed to provide child care services is authorized to provide those essential services, subject to relevant licensing and other requirements, and applicable MDH and CDC Guidelines.
- iv. Places of Public Accommodation subject to this Executive Order are encouraged to offer food and beverage using delivery service, window service, walk-up service, drive-through service, or drive-up service, and to use precautions in doing so to mitigate the potential transmission of COVID-19, including social distancing. In offering food or beverage, a place of public accommodation subject to this section may permit up to five members of the public at one time in the place of public accommodation for the purpose of picking up their

food or beverage orders, so long as those individuals are at least 6 feet apart from one another while on the premises.

- v. This Executive Order does not prohibit an employee, contractor, vendor, or supplier of a Place of Public Accommodation from entering, exiting, using, or occupying such place of public accommodation in their professional capacity.
- vi. Barbershops, salons, and other Establishments Providing Personal Care Services may conduct retail product sales in accordance with the requirements for Non-Critical Businesses set forth below in paragraph 7.e of this Executive Order.
- vii. Barbershops, salons, and other Establishments Providing Personal Care Services may reopen to the public and resume services in accordance with the following requirements:
 - A. All establishments must adhere to the applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>), as well as the requirements set forth in paragraph 7.e, including development and implementation of a COVID-19 Preparedness Plan.
 - B. Occupancy of any indoor space must not exceed 25 percent of the normal occupant capacity as determined by the fire marshal.
 - C. Workers, customers, and clients must follow face-covering requirements as set forth in the applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>).
- viii. Restaurants, food courts, cafes, coffeehouses, bars, taverns, brewer taprooms, micro distiller cocktail rooms, farm wineries, craft wineries, cideries, golf courses, and other Places of Public Accommodation offering food or beverages (including alcoholic beverages) for on-premises consumption, may provide outdoor service in accordance with the following requirements:
 - A. All establishments must adhere to the requirements set forth in paragraph 7.e of this order, including development and implementation of a COVID-19 Preparedness Plan in accordance with applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>).
 - B. All establishments must ensure that the number of customers at any one time is limited to the number for whom physical distancing of 6 feet can be maintained between tables, not to exceed 50 people.

- C. Workers and customers must follow face-covering requirements as set forth in the applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>).
 - D. All establishments must follow applicable state and local laws and regulations. Local governments are encouraged to work collaboratively with establishments to allow for outdoor service.
 - E. In the event of inclement weather, customers may move indoors to package food and pay bills but must exit quickly. While indoors, customers must follow social distancing rules and avoid congregating. Nothing in this Executive Order prohibits indoor sheltering in the event of severe weather.
 - F. The prohibition on indoor activity extends to the sale and play of lawful games as provided under Minnesota Statutes 2019, section 349.12. This does not include outdoor and on-premises sale and play.
 - G. Pursuant to Minnesota Statutes 2019, section 349.12, subdivision 3a, veterans or fraternal organizations may lend gambling funds to their general fund accounts for up to one year to pay for allowable expenses necessary to reopen such organizations' permitted premises as set forth in the guidance available at the Gambling Control Board's website (<https://mn.gov/gcb/>).
- ix. Because indoor dine-in service is still prohibited at restaurants, for the purposes of Minnesota Laws 2020, Chapter 75, nothing in this Executive Order constitutes, prescribes, or should be deemed as, the expiration, termination, or rescission of the closure of restaurants as set forth in Executive Order 20-04, as modified and extended by Executive Orders 20-18 and 20-33, or any subsequent order.
 - x. Class A and B licensed racetracks, subject to regulation by the Minnesota Racing Commission, may open their licensed facilities for the running of regulated horse races on which legal pari-mutuel wagering is allowed. Other commercial racetracks may open their facilities to run auto, motorcycle, or other similar races otherwise permitted by law. Nothing in this Executive Order should be construed to allow for patrons or spectators at a racetrack. Facilities must adhere to the following:
 - A. All establishments must adhere to the requirements set forth in paragraph 7.e of this order, including development and implementation of a COVID-19 Preparedness Plan in

accordance with applicable guidance available at DEED's guidance website (<https://mn.gov/deed/guidance>).

- B. The total number of workers facilitating the event (including all persons licensed by the Minnesota Racing Commission, owners, drivers, pit crews, or other support personnel) must not exceed 250 persons in single self-contained space.
- xi. Places of Public Accommodation may open to provide space and facilities (indoor and outdoor) for Organized Youth Sports and Youth Programs pursuant to the requirements in paragraph 7.f and 7.g. Nothing in this paragraph should be construed to permit Places of Public Accommodation otherwise closed by this order to reopen to the general public.
- xii. If allowed by the facility owner and operator, indoor and outdoor pools may be used by Organized Youth Sports and Youth Programs pursuant to the requirements in paragraph 7.f and 7.g. Public pools must otherwise remain closed to the general public.
- d. **Critical Businesses.** Businesses whose workers qualified for a Critical Sector exemption under paragraph 6 of Executive Order 20-48 may continue to operate in the same manner as provided in Executive Order 20-48.
- e. **Non-Critical Businesses.** If it has not done so already, a Non-Critical Business choosing to open or remain open must establish and implement a COVID-19 Preparedness Plan ("Plan"). Each Plan must provide for the business's implementation of guidance for their specific industry or, if there is no specific guidance, general guidance for all businesses, as well as Minnesota OSHA Standards and MDH and CDC Guidelines in their workplaces. These requirements are set forth in guidance ("Plan Guidance") available on DEED's website (<https://mn.gov/deed/guidance>).
 - i. **Required Plan content.** As set forth in the Plan Guidance, at a minimum, each Plan must adequately address the following areas:
 - A. **Require work from home whenever possible.** All Plans must ensure that all workers who can work from home continue to do so.
 - B. **Ensure that sick workers stay home.** All Plans must establish policies and procedures, including health screenings, that prevent sick workers from entering the workplace.
 - C. **Social distancing.** All Plans must establish social distancing policies and procedures.

- D. **Worker hygiene and source control.** All Plans must establish hygiene and source control policies for workers.
- E. **Cleaning, disinfection, and ventilation protocols.** All Plans must establish cleaning, disinfection, and ventilation protocols for areas within the workplace.
- ii. **Customer facing businesses.** All Non-Critical Businesses that are customer facing (*i.e.*, businesses that have in-person customer interactions) must include additional Plan provisions to keep the public and workers safe as set forth in the applicable guidance available on DEED's website (<https://mn.gov/deed/guidance>). This includes requirements that workers and customers must maintain physical distancing of 6 feet and that store occupancy must not exceed the percentage set by the guidance of the normal occupant capacity as determined by the fire marshal. In customer facing businesses that share common areas, such as malls, all Plans must similarly include a facility occupancy that must not exceed the percentage set by the guidance of the normal occupant capacity as determined by the fire marshal and provide an enhanced sanitizing, cleaning, and disinfecting regimen consistent with Minnesota OSHA Standards and MDH and CDC Guidelines for those common areas. All Plans must also include signage in common areas to discourage congregating.
- iii. **Household services businesses.** All Non-Critical Businesses that provide household services (*e.g.*, housecleaning, maid services, and piano tuners) must also develop Plan provisions intended to keep customers and workers safe as set forth in the applicable guidance available on DEED's website (<https://mn.gov/deed/guidance>).
- iv. **Optional template.** A template COVID-19 Preparedness Plan, which covers the above requirements, is available as part of the Plan Guidance, available on DEED's website (<https://mn.gov/deed/guidance>).
- v. **Certification and signature.** Senior management responsible for implementing the Plan must sign and certify the Plan, affirming their commitment to implement and follow the Plan.
- vi. **Dissemination and posting.** Each Non-Critical Business must provide its Plan, in writing, to all workers, and the Plan must be posted at all of the business's workplaces in locations that will allow for the Plan to be readily reviewed by all workers. Where physical posting is impracticable, the Plan can be posted electronically, provided that the Plan is received by all workers and remains available for their review.

- vii. **Training.** Each Non-Critical Business must ensure that training is provided to workers on the contents of its Plan and required procedures, so that all workers understand and are able to perform the precautions necessary to protect themselves and their co-workers. This training should be easy to understand and available in the appropriate language and literacy level for all workers. Businesses should also take steps to supervise workers and ensure that workers understand and adhere to necessary precautions to prevent COVID-19 transmission. Documentation demonstrating compliance with this training requirement must be maintained and made available to regulatory authorities and public safety officers, including DLI, upon request.
 - viii. **Compliance.** Workers and management must work together to ensure compliance with the Plan, implement all protocols, policies, and procedures, and create a safe and healthy work environment.
 - ix. **Availability to regulatory authorities and public safety officers.** Non-Critical Businesses do not need to submit their Plans for preapproval. Upon request, Non-Critical Businesses must make their Plans available to regulatory authorities and public safety officers, including DLI.
 - x. In the event of a complaint or dispute related to a Non-Critical Business's Plan, DLI is authorized to determine whether the Plan adequately implements the applicable guidance, Minnesota OSHA Standards and MDH and CDC Guidelines in its workplaces.
- f. **Youth Programs.** This Executive Order intends to allow as many summer programs for youth as can safely be provided. Youth Programs intending to operate must do so in accordance with the following requirements:
- i. "Youth Programs" means programs providing care or enrichment to children or adolescents such as day camps, summer activities, and recreational or educational classes that require registration and have on-site supervision. "Youth Programs" does not include licensed child care facilities or school-district summer learning programs.
 - ii. Youth Programs must adhere to the requirements set forth in paragraph 7.e of this Executive Order, including development and implementation of a COVID-19 Preparedness Plan in accordance with guidance for youth and student programs available on MDH's website (<https://www.health.state.mn.us/diseases/coronavirus/schools/>). COVID-19 Preparedness Plans must be distributed, available for review, and followed by participants and their parents or guardians.
 - iii. Youth Programs must comply with any public health restrictions implemented by the manager or owner of property or facilities used by

the program, including any restrictions set by school districts on the use of their facilities, and adhere to guidance for youth and student programs available on MDH's website (<https://www.health.state.mn.us/diseases/coronavirus/schools/>).

- g. **Organized Youth Sports.** Organized Youth Sports organizations and programs intending to operate must do so in accordance with the following requirements:
- i. "Organized Youth Sports" means any sports activity where participants are children or adolescents, organized by entities, associations, clubs, or organizations providing for registration of participants and oversight on a regular basis for a defined period of time. Sports activities within this definition include all sports offered by the Minnesota State High School League as well as dance, cheerleading, and other sports traditionally offered by supplemental associations or organizations.
 - ii. Entities, associations, organizations, and clubs that provide Organized Youth Sports must adhere to the requirements set forth in paragraph 7.e of this Executive Order, including development and implementation of a COVID-19 Preparedness Plan in accordance with applicable guidance for youth sports available on DEED's website (<https://mn.gov/deed/guidance>). COVID-19 Preparedness Plans must be distributed and available for review by participants and their parents or guardians.
 - iii. Entities, associations, organizations, and clubs that provide Organized Youth Sports must ensure that all trainers and coaches understand their COVID-19 Preparedness Plan and related guidance.
 - iv. Indoor or outdoor facilities that support Organized Youth Sports must also adhere to the requirements set forth in paragraph 7.e of this Executive Order, including development and implementation of a COVID-19 Preparedness Plan in accordance with applicable guidance for youth sports available on DEED's website (<https://mn.gov/deed/guidance>). COVID-19 Preparedness Plans must be distributed to, available for review, and followed by entities, associations, organizations, and clubs that provide Organized Youth Sports.
- h. **Higher education institutions.** To the extent higher education classes cannot be provided through distance learning, higher education institutions, in consultation with their governing boards, the Office of Higher Education ("OHE"), and MDH, may offer in-person classes or activities consisting of no more than 10 individuals. Education and training programs not registered or licensed with OHE or part of the Minnesota State Colleges and Universities or University of

Minnesota systems must follow the guidance provided by the state agency or board under which they are authorized to operate.

- i. **Higher education definitions.** For the purposes of paragraph 7.h of this Executive Order:
 - A. “Higher education institution” means all post-secondary institutions, including but not limited to institutions licensed and registered with the OHE, with a physical campus in the State.
 - B. “Staff and instructors” means all employees, contractors, and volunteers of a higher education institution, including but not limited to janitorial and cleaning professionals, secretarial and administrative professionals, instructors, instructor assistants, researchers, research assistants, graduate assistants, faculty, and administrators.
 - C. “Students” means any person enrolled at a higher education institution.
 - D. “Activities” includes, but is not limited to, testing, short-term training programs, student services, advising, internships, clinical rotations/placements, customized training, internships, campus visits, programs, credit and non-credit classes, and all research activities and functions.
- ii. **Requirements for higher education institutions.** Before students may return to a higher education institution for in-person or on-site activities, the institution must establish and implement a higher education institution COVID-19 Preparedness Plan (“Higher Ed Plan”). Each Higher Ed Plan must provide for implementation of Minnesota OSHA Standards and MDH and CDC Guidelines in classrooms, labs, or other areas that students and staff may visit. Such requirements, which are adaptable to higher education institutions, are set forth in the guidance available at DEED’s website (<https://mn.gov/deed/guidance>).
 - A. **Required Higher Ed Plan content.** As set forth in the Plan Guidance, at a minimum, each Higher Ed Plan must adequately address the following areas:
 1. **Require distance learning wherever possible.** Each Higher Ed Plan must require that distance learning continues for all students when possible. If in-person activities are required, such activities must be limited to no more than 10 individuals (including students, staff, and instructors).

2. **Ensure that sick students and institution staff and instructors stay home.** Each Higher Ed Plan must establish policies and procedures, including health screenings, that prevent sick students or institution staff and instructors from entering the institution for in-person or on-site activities.
 3. **Social distancing.** Each Higher Ed Plan must implement social distancing policies and procedures set forth by the CDC and MDH. Such Plans must also include signage in common areas to discourage gathering. Each Higher Ed Plan should encourage all students, visitors, staff, and instructors to wear masks or face coverings.
 4. **Cleaning and disinfection protocols.** Each Higher Ed Plan must establish cleaning and disinfection protocols for areas within the institution where students, staff, and instructors may visit and provide an enhanced sanitizing, cleaning, and disinfecting regimen consistent with Minnesota OSHA Standards and MDH and CDC Guidelines for common areas.
- iii. **Certification and signature.** Institutional leadership responsible for implementing the Higher Ed Plan must sign and certify such Higher Ed Plan, affirming their commitment to implement and follow the Higher Ed Plan.
 - iv. **Dissemination and posting.** A higher education institution must make its Higher Ed Plan available according to applicable guidelines.
 - v. **Training.** Higher education institutions must ensure that training is provided to staff and instructors on the contents of their Higher Ed Plan according to applicable guidelines.
8. **Outdoor recreational activities and associated facilities.** Notwithstanding paragraph 7.c, the below facilities are permitted to be open and do business, provided that they adhere to paragraph 6 of this Executive Order and the Outdoor Recreation Guidelines available at DEED's website (<https://mn.gov/deed/guidance>). This permission **does not extend to** facilities and activities that involve prohibited gatherings of individuals in groups of more than 10 or in close proximity. **Indoor facilities** associated with outdoor recreational facilities covered by paragraph 7.c of this Executive Order must comply with paragraphs 7.c and 7.e of this Executive Order, as applicable. I encourage public outdoor recreational facilities to be open for families and children, and direct all individuals utilizing such facilities to follow the Outdoor Recreation Guidelines. All outdoor recreational activities and facilities must

comply with Minnesota law, including but not limited to license and permit requirements, invasive species regulations, and park rules.

- a. Minnesota State Parks, Trails, State Forests, State Recreation Areas, Wildlife Management Areas, Scientific and Natural Areas, and other State managed recreational lands.
- b. Locally, regionally, and privately managed parks and trails.
- c. State, regional, or local public water accesses.
- d. Public and private marinas and docks that provide storage, docking, and mooring services to slip owners, seasonal renters, and the general public, as well as facilities that provide safety-related services including fueling, emergency dockage, and sanitary pump-out stations.
- e. Public and private golf courses and outdoor driving ranges.
- f. Ski areas.
- g. Off-highway vehicles, snowmobiles, and watercraft repair shops, sales facilities, and showrooms.
- h. Lake service providers to install, repair, and remove docks, boatlifts, and other water related equipment or deliver boats.
- i. Bait and tackle shops.
- j. Outdoor shooting ranges and game farms.
- k. Outdoor recreational equipment rental outlets. Equipment may be rented but only if the equipment can be effectively sanitized between uses. Such outlets must implement clear check-in and check-out procedures that minimize contact between customers and workers. Any rentals must be conducted in accordance with the Outdoor Recreation Guidelines.
- l. Dispersed and remote camping sites for single household use. A dispersed campsite is a single campsite, not in a developed campground, used for overnight camping. A remote campsite is a designated backpack or watercraft campsite, not in a developed campground, used for overnight camping.
- m. Public and private campgrounds that have adopted a COVID-19 Preparedness Plan in accordance with the Guidance for Campgrounds website (<https://www.dnr.state.mn.us/aboutdnr/safely-opening-outdoor-recreation.html>).
- n. Charter boats and launches that have adopted a COVID-19 Preparedness Plan in accordance with Guidance for Charter and Launch Boats website

<https://www.dnr.state.mn.us/aboutdnr/safely-opening-outdoor-recreation.html>).

- o. Outdoor tournaments, competitions, practices, and sports that allow for social distancing, that do not require group gatherings prohibited by paragraph 6.c, and that adhere to the Outdoor Recreation Guidelines.
 - p. Small one-on-one or one-on-two person guided and instructional activities such as guided fishing, birding, or outdoor fitness training. Guided and instructional activities must be conducted in accordance with the Outdoor Recreation Guidelines.
 - q. Any other outdoor recreation activities and facilities that may be designated in the Outdoor Recreation Guidelines.
9. **Respect for workers.** Minnesotans must respect the efforts of employers and businesses to protect the safety of their workers and customers by complying with those businesses' social distancing and hygiene instructions. Employers and businesses must post social distancing and hygiene instructions at entrances and in locations that can be easily seen by customers and visitors.
10. **Enhanced local measures permitted.** Nothing in this Executive Order or previous Executive Orders should be construed to prohibit or prevent political subdivisions from implementing, within their jurisdictions and pursuant to applicable law and authority, restrictions beyond the restrictions contained in this Executive Order, as long as those additional restrictions have a real or substantial relation to the public health crisis caused by COVID-19. Pursuant to Minnesota Statutes 2019, section 12.32, political subdivisions may not relax or reduce this Executive Order's restrictions. In other words, to the extent that they have authority to do so, cities and other political subdivisions may take actions that are more protective of the public health but may not take actions that are less protective of the public health.
11. **Enforcement.** I urge all Minnesotans to voluntarily comply with this Executive Order. Pursuant to Minnesota Statutes 2019, section 12.45, an individual who willfully violates this Executive Order is guilty of a misdemeanor and upon conviction must be punished by a fine not to exceed \$1,000 or by imprisonment for not more than 90 days. Any business owner, manager, or supervisor who requires or encourages any of their employees, contractors, vendors, volunteers, or interns to violate this Executive Order is guilty of a gross misdemeanor and upon conviction must be punished by a fine not to exceed \$3,000 or by imprisonment for not more than a year. In addition to those criminal penalties, the Attorney General, as well as city and county attorneys, may seek any civil relief available pursuant to Minnesota Statutes 2019, section 8.31, for violations of this Executive Order, including civil penalties up to \$25,000 per occurrence from businesses and injunctive relief. Nothing in this Executive Order is intended to encourage or allow law enforcement to transgress individual constitutional rights.

Pursuant to Minnesota Statutes 2019, section 4.035, subdivision 2, and section 12.32, this Executive Order is effective immediately upon approval by the Executive Council. It remains in effect until the peacetime emergency declared in Executive Order 20-01 is terminated or until it is rescinded by proper authority.

A determination that any provision of this Executive Order is invalid will not affect the enforceability of any other provision of this Executive Order. Rather, the invalid provision will be modified to the extent necessary so that it is enforceable.

Signed on May 27, 2020.



Tim Walz
Governor

Filed According to Law:

Steve Simon
Secretary of State

Approved by the Executive Council on May 27, 2020:

Alice Roberts-Davis
Secretary, Executive Council

Reopening of Public Swimming Pool and Aquatic Facilities

UPDATED 5/28/2020

NOTE: Swimming pools used for youth sports and recreational activities, as described in [Executive Order 20-63](https://www.leg.state.mn.us/archive/execorders/20-63.pdf) (<https://www.leg.state.mn.us/archive/execorders/20-63.pdf>), may operate according to language in the Executive Order. Broader recreational reopening of pools is currently not allowed, although guidance for “before reopening” may be helpful for all swimming pool operators.

Before reopening and for pools that choose to remain closed

Secure premises to prevent access

Drowning remains a leading cause of accidental injury death in the United States. If the pool is closed, be sure all doors, gates, and windows that allow access are closed and locked.

Maintain recirculation and disinfection

All pools and spas

Maintain the pool chemistry even if the pool is not operational.

- Keep the water chemically balanced to prevent damage to surfaces and equipment by corrosive or scale-forming water. Properly balanced water will prevent biofilm and algae growth.
- Minimize the use of pool heaters. Heaters should be run for 15-20 minutes after starting circulation to ensure they are operating correctly. After that, they can be turned off until the pool is ready to be open for bathers.
- Reduce the speed of the circulation pump. Ensure there is enough water flow to keep the chemical controllers operating, and to turn the volume of water over at least once daily.
- Maintain the pool as normal. Check and balance the water chemistry, remove debris, and clean the skimmer and pump baskets no less than once a week. Continued maintenance includes brushing, vacuuming, and backwashing.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

Aquatic play features

Aquatic play features or fountains such as water slides, cascading mushrooms, dumping buckets, or spray decks must be operated intermittently. Circulate water through these features several times per week for at least 30 minutes to help reduce pathogens in plumbing lines that service these features.

Seasonal pools

Clean and start the pool as normal, and follow the guidance above.

If present, leave safety covers installed to reduce the amount of debris entering the water.

Hot tubs and spas: *Legionella* concerns

Extended closures of hot tubs and spas can increase the risk of waterborne diseases such as Legionnaires' disease. *Legionella* is the organism that causes Legionnaire's Disease and Pontiac Fever. It is important to ensure hot tubs and spas are safe to use and minimize the transmission of *Legionella* and other bacteria.

See the following CDC guidance:

[Extended Hot Tub/Spa Closures \(https://www.cdc.gov/healthywater/swimming/aquatics-professionals/extended-hot-tub-closures.html\)](https://www.cdc.gov/healthywater/swimming/aquatics-professionals/extended-hot-tub-closures.html)

[Operating Public Hot Tubs/Spas \(https://www.cdc.gov/healthywater/swimming/aquatics-professionals/operating-public-hot-tubs.html\)](https://www.cdc.gov/healthywater/swimming/aquatics-professionals/operating-public-hot-tubs.html)

[Guidance for Reopening Buildings After Prolonged Shutdown or Reduced Operation \(https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html\)](https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html)

Planning for reopening

Capacity and distancing

The pool operator is ultimately responsible for ensuring that social distancing requirements are met. Determine user capacity based on social distancing requirements, and the facility's pool, spa deck, restroom, and locker room configurations.

Planning for reduced capacity

Consider the square footage needed per bather to allow for 6 feet of space for each patron (except for family groups) in the pool and on the deck at all times. In most cases, this will effectively reduce the regular posted capacity by 50%.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

- Ensure that capacity allows for proper social distancing on the pool deck in the event of a fecal incident or other life-safety situation where bathers may need to exit the pool and remain on the pool deck or evacuate to another location.
- Establish a schedule with time slots for various activities, and allow sign-ups online and/or by phone.
- Consider assigning separate entries and exits, and manage the flow of users to move in one direction.
- Consider impact on programs – recreational swim, water exercise, lap swim, swim lessons, swim team practices. Develop a plan for these scenarios, as applicable to your facility.

Lobby and locker rooms

Consider staggering entry of users and establish time limits to maximize the number of users while maintaining capacity limits.

- Establish safe places for guests to wait for entry.
- Encourage re-arranging locker rooms or putting in place other physical barriers or markings to encourage social distancing.
- Install sanitizing stations at the entrance to your facility and at key locations throughout the facility where customers are likely to contact shared equipment. If hand sanitizer is provided, ensure it contains at least 60% alcohol.
- Enforce the requirements for user sanitation and safety, including showering, as stated in Minnesota Rule 4717.1650: User Sanitation and Safety (<https://www.revisor.mn.gov/rules/4717.1650/>).
- Do not allow guests to congregate while waiting for access. Consider using floor markings, outdoor distancing, waiting in cars, or other techniques to maintain adequate separation.

Pool deck and bodies of water

Locate deck furniture in accordance with distancing requirements.

- Consider marking furniture locations.

Limit the number of individuals on play features to avoid crowding.

If diving boards, slides, or other aquatic play features are used, consider marking off the proper distance for people standing in line.

During lap swim, consider proper distance between swimmers.

- One patron per lane at a time is recommended for lap swimming or competition. Patrons should swim in the middle of the lane to allow for maximum distance between their heads.

Staffing

Ensure adequate staffing to accommodate modifications to the operation, including altered hours of operation and enhanced cleaning and disinfecting protocols. Train all staff on new procedures and expectations.

Each facility must have a designated person on site to ensure that guidelines and regulations are followed. A facility may appoint an attendant or other staff member to perform these duties, as long as the facility is otherwise properly staffed. **A lifeguard while on lifeguard duty may not perform duties of the attendant** or be given additional duties that distract from the responsibilities of lifeguarding.

Plan employee schedules so that cohort groups work together, when practical. For example, Aaden, Javier, and Ann always work together; Hodan, Dawb, and Peter always work together. However, members of one team never work with another team. Scheduling in teams can help to reduce exposures within the staff.

For pools without lifeguards, make a plan to determine how mandated capacity limits and access will be monitored. Options may include using a screener at the pool entrance, or using a video monitoring system.

Implement sick leave (time off) policies and practices for staff that are flexible and non-punitive.

Signage

Identify and post additional signage, including for:

- Capacity and social distancing
- Reminders to wash hands and practice good personal hygiene
- Location of handwashing and sanitizing stations
- Instructions on how to identify symptoms of COVID-19
- Information about being excluded if individuals or household members are exhibiting symptoms of COVID-19

Emergency protocols and other safety considerations

Evaluate COVID-19 impact on rescue protocol:

- Ensure adequate supply and reliable source of personal protective equipment (PPE).
- Evaluate and revise CPR protocol as needed (example: acquire bag valve mask to eliminate the need for mouth to mouth resuscitation).
- Have staff treat any emergency victim as COVID-19 positive until otherwise determined.

Cloth face coverings

Encourage the use of cloth face coverings for employees and guests, when not in the pool. See CDC guidance on cloth face coverings: [Use of Cloth Face Coverings to Help Slow the Spread of COVID-19 \(https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html\)](https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html).

Do not allow swimming with cloth face coverings on. Cloth face coverings can make it difficult to breathe when wet, increasing the risk of drowning.

Cleaning and disinfecting the facility

In addition to regular maintenance, establish a cleaning protocol that includes:

- Defined times of day when cleaning and disinfection will occur (examples include before opening, between shifts, after closing).
- Defined areas and equipment that need to be cleaned (for example: frequently touched surfaces such as ladders and hand rails, diving equipment, tables, doorknobs, switches, deck furniture, drinking fountains, emergency phones, toilets, faucets, sinks).
 - Discourage people from sharing items that are difficult to clean, sanitize, or disinfect, or ones that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - Discourage people from sharing equipment and toys that are not part of their household.
 - Ensure adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between uses.
- For indoor pools, establish a cleaning protocol that addresses the HVAC system.
- Do not allow chemicals used to enter the pool water that are used to clean the decks, furniture, or other equipment.

See the following CDC guidance:

[Cleaning and Disinfection for Community Facilities \(https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html\)](https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html).

Children and swimming lessons

Modify the number of swimmers allowed in swim classes, according to limits on capacity.

Require that a parent or guardian from the same household remain in the water for lessons that require hands-on assistance for beginning swimmers.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

Communicating expectations

Prepare your staff and community for your anticipated new operating procedures.

Notify customers of new expectations, compliance plan and restrictions in advance, and the need to cooperate for the pool to remain open.

Professional guidance

Contact your swimming pool maintenance provider or local sanitarian / health inspector if you have questions. [State and Local Environmental Health Delegated Agencies](https://www.health.state.mn.us/communities/environment/food/license/delegation.html) (<https://www.health.state.mn.us/communities/environment/food/license/delegation.html>).

After opening

Water chemistry and maintenance

Proper operation, maintenance, and disinfection (with chlorine or bromine) of swimming pools should kill the virus that causes COVID-19. Maintain the disinfection residuals required in the Minnesota pool code: [Minnesota Rule 4717.1750: Pool Water Condition](https://www.revisor.mn.gov/rules/4717.1750/) (<https://www.revisor.mn.gov/rules/4717.1750/>).

Employee COVID-19 screening

Have a protocol to check employee health such as conducting employee health screening of all employees at the beginning of each shift.

- You may opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.
- Consider using the [Visitor and Employee Health Screening Checklist](https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf) (<https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf>).

Instruct employees who are sick to stay home.

- Follow the MDH guidelines for [COVID-19 and When to Return to Work](https://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf) (<https://www.health.state.mn.us/diseases/coronavirus/returntowork.pdf>).

Have a protocol to address employees who begin showing symptoms of COVID-19 while at work.

Train and remind employees of required hand hygiene practices, including handwashing procedure and frequency, and COVID-19 precautions when reopening.

Customer screening

It is recommended that you screen all customers and visitors before allowing them to enter your business.

You may opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.

Consider using the [Visitor and Employee Health Screening Checklist](https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf) (<https://www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf>).

Surface cleaning and disinfection

Cleaning hard (non-porous) surfaces

If surfaces are dirty, they should be cleaned using a detergent or soap and water before disinfection.

Use U.S. Environmental Protection Agency (EPA)-approved [List N: Disinfectants for Use Against SARS-CoV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2) (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>) to thoroughly clean and disinfect the entire facility, especially if it has been closed.

Focus on high-contact surfaces (e.g., tables, doorknobs, light switches, faucets, point-of-sale systems, keyboards, telephones) that would be touched by both employees and guests.

Follow the manufacturer's instructions for all cleaning and disinfection products. For example, concentrations, application method, contact time, and the use of personal protective equipment. Do not mix them together.

Cleaning soft (porous) surfaces and laundry

For soft (porous) surfaces such as carpeted floors, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces.

For items that can be laundered such as towels, follow the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely. Otherwise, use products that are EPA-approved and suitable for porous surfaces:

[List N: Disinfectants for Use Against SARS-CoV-2](https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2) (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>).

Cleaning electronics

For electronics such as tablets, touch screens, keyboards, remote controls, and ATMs, remove visible contamination if present. Clean and disinfect according to manufacturer's recommendations. Consider using wipeable covers for these items, if possible.

REOPENING OF PUBLIC SWIMMING POOL AND AQUATIC FACILITIES

If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry the surfaces thoroughly to avoid damage to the equipment.

Additional Resources

Visit the CDC website for additional guidance about prevention of COVID-19 and public aquatic facilities: [Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19](https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html) (<https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>).



Minnesota Department of Health | health.mn.gov | 651-201-5000
625 Robert Street North PO Box 64975, St. Paul, MN 55164-0975
Contact health.communications@state.mn.us to request an alternate format.

05/28/2020

Proposal

- GENERAL EXCAVATING
- GRAVEL
- BLACK DIRT
- BACK HOE WORK

T & K KENNEDY EXCAVATING, INC.

250 Hwy. 12 SE, Benson, MN 56215
OFFICE 320-842-4911 FAX 320-843-4727

Licensed Designer & Installer of Septic Systems

- SNOW REMOVAL
- CAT WORK
- DEMOLITION
- WATER AND SEWER

PROPOSAL SUBMITTED TO: City of Benson		PHONE:	DATE: 05/15/2020
STREET: 1410 Kansas Ave		JOB NAME: Demolition of Extended Stay West	
CITY, STATE, AND ZIP CODE: Benson, MN 56215		JOB LOCATION:	
ARCHITECT:	DATE OF PLANS:	JOB PHONE:	

We hereby submit specifications and estimates for:

Mobilization	\$500.00
Removal and disposal of ashes from burning of Extended Stay West Motel (old Rob's Motel) to a certified landfill	
Trucking and disposal fees	\$9,392.00
-The price for trucking and disposal of ashes is only an estimate, price may vary due to landfill location and disposal fees	
- If burnt, the ashes will need to sit for a minimum of 4 - 8 weeks depending on landfill requirements	
Equipment for loading of buildings, footings and foundations and sidewalks	\$19,226.00
Fill and equipment to match existing grade	\$8,050.00
Labor and equipment to clean out furniture and household garbage from buildings	\$4,630.00
Price includes, trailer house, main motel, three units behind motel and the two small buildings on the NW end of property, furniture and household garbage	
Owner's Responsibilities	
- Removal of all hazardous material prior to demolition	
- City of Benson to pay for disposal of furniture and household garbage to Swift County Environmental	
- City of Benson to provide fencing or barricades around the buildings perimeter while the ashes sit	

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Forty one thousand seven hundred ninety eight dollars and 00/100 _____ dollars (**\$41,798.00** _____).

Payment to be made as follows:

Upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Proposal

- GENERAL EXCAVATING
- GRAVEL
- BLACK DIRT
- BACK HOE WORK

T & K KENNEDY EXCAVATING, INC.

250 Hwy. 12 SE, Benson, MN 56215
OFFICE 320-842-4911 FAX 320-843-4727

Licensed Designer & Installer of Septic Systems

- SNOW REMOVAL
- CAT WORK
- DEMOLITION
- WATER AND SEWER

PROPOSAL SUBMITTED TO: City of Benson	PHONE:	DATE: 05/15/2020
STREET: 1410 Kansas Ave	JOB NAME: Demolition of Extended Stay West	
CITY, STATE, AND ZIP CODE: Benson, MN 56215	JOB LOCATION:	
ARCHITECT:	DATE OF PLANS:	JOB PHONE:

We hereby submit specifications and estimates for:

Mobilization	\$500.00
Demolition and removal of Extended Stay West Motel (old Rob's Motel) to a certified landfill	
Trucking and disposal fees	\$22,008.00
Equipment for loading of buildings, footings and foundations and sidewalks	\$19,226.00
Fill and equipment to match existing grade	\$8,050.00
Labor and equipment to clean out furniture and household garbage from buildings	\$4,630.00

Price includes, trailer house, main motel, three units behind motel and the two small buildings on the NW end of property, furniture and household garbage

Owner's Responsibilities

- Removal of all hazardous material prior to demolition
- City of Benson to pay for disposal of furniture and household garbage to Swift County Environmental

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

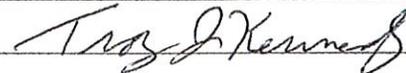
Fifty four thousand four hundred fourteen dollars and 00/100 dollars (\$**54,414.00**).

Payment to be made as follows:

Upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Rob Wolfington

From: Jason Kirwin <jasonkirwin@gmail.com>
Sent: Friday, May 29, 2020 10:02 AM
To: Rob Wolfington
Subject: Asbestos Survey and Abatement Bids - Benson Motel

Rob:

As discussed, Environmental Scientific inspected the old motel property, reviewed existing asbestos analytical results from inside the buildings, examined the identified asbestos materials, and collected an exterior sample of the transite siding for analysis. In total, asbestos containing materials inside the majority of the motel cabins included: floor tile, linoleum, ceiling texture, and floor tile with mastic. The transite siding on all the cabins also contained asbestos.

We prepared an Asbestos Abatement Request for Bid (RFB), including insurance and indemnification requirements, for removing all exterior and interior asbestos containing materials. We submitted this RFB to several MN Licensed Abatement Contractors and received four bids back. These bids were for: 1) \$19,891.60, 2) \$25,600.00, 3) \$28,455.75, and \$32,482.69.

The lowest bid for \$19,891.60 was from Larson Construction and Asbestos Service Co LLC of Montevideo. I have talked to the owner (Dale Larson) and they are ready to start on the project ASAP. I believe they can start on the exterior siding first, and then do the interior once all the debris is removed from the cabins.

Thanks
Jason

Jason Kirwin - President
ENVIRONMENTAL SCIENTIFIC LLC.
Office (320) 589-9893 | Cell (320) 349-0794
jasonkirwin@gmail.com www.environmental-scientific.com

APPROPRIATION REPAYMENT AGREEMENT

AGREEMENT made as of this ____ day of _____, 2020, by and between the City of Benson, Minnesota a public body corporate and politic, with its principal office at 1410 Kansas Avenue, Benson, Minnesota 56215, herein referred to as the “City”, and Swift County – Benson Hospital, a public body corporate and politic, with its principal office at 1815 Wisconsin Avenue, Benson, Minnesota 56215, herein referred to as “SCBH”.

RECITALS

1. SCBH is a duly organized and validly existing hospital district pursuant to the laws of the State of Minnesota and in good standing thereunder.

2. The City was, prior to the establishment of SCBH as a hospital district, a part owner of Swift County – Benson Hospital and, as a result of this prior ownership, the City was, in the special legislation that established SCBH as a hospital district, granted certain rights with respect to the operation of SCBH including the right, in its discretion, to make appropriations in whatever amount it deems appropriate for capital acquisition, capital improvements, maintenance and operating subsidy for SCBH subject to terms of repayment thereof from revenues to be derived from operations which are agreed upon by the parties.

3. SCBH intends to acquire the capital assets of Residential Options, Inc. which are comprised of a senior living a memory care facility operated under the name “Scandi Haven Village”, herein referred to as the “capital acquisition project”, for which it needs to borrow funds to partially finance. The City is willing to make an appropriation of [**One Million Eight Hundred Eighty-five Thousand Dollars (\$1,885,000.00)**], upon terms of repayment which are mutually agreeable to the parties including acceptable collateral to secure such repayment, to be used by SCBH to refund existing bonded debt from 2013 and enable it to raise capital with which to fund the capital acquisition project SCBH is willing to accept such appropriation and to repay it pursuant to such terms.

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

1. The City will make an appropriation to SCBH in the amount of [**One Million Eight Hundred Eighty-five Thousand Dollars (\$1,885,000.00)**] from its Economic Development Account. The appropriation will be made on July ___, 2020 or on such other date as to which the parties mutually agree.

2. SCBH will repay the appropriation to the City in monthly installments of [**Fourteen Thousand Two Hundred Thirteen and 30/100 Dollars (\$14,213.30)**] beginning on the first day of September, 2020 and on the first day of each month thereafter until February 1, 2033 when the then remaining balance of principal and accrued interest will be due and payable in full. Interest will accrue on the unpaid balance of principal remaining from time to time at the rate of two percent (2%) per annum commencing on the date that the appropriation is received by

SCBH. Each monthly installment shall be applied first to the payment of accrued interest and the remainder to the payment of principal. Payments will be made by Automated Clearing House (ACH) unless otherwise directed by the City. In addition to the monthly payment to be made by SCBH pursuant to this paragraph, SCBH will also pay any applicable ACH service fee.

3. SCBH may prepay all, or any part, of the principal balance of the appropriation at any time without penalty provided that partial prepayment shall not postpone the due date of the installments to be paid pursuant to this agreement or change the amount of such installments.

4. As security for the repayment of the appropriation SCBH agrees that the City shall have a mortgage lien on SCBH's real property in Benson, Minnesota, including that property to be purchased from Residential Options, Inc., subject, however, to any prior mortgage lien thereon

5. Throughout the term of this appropriation, or until further notice from the City, SCBH shall keep the real property which is pledged as collateral for the repayment of this appropriation fully insured against risks of fire (including so-called extended coverage), theft, and against such other risks as is usually carried by owners of similar businesses and properties or as the City may require and such policy shall name the City as an additional insured thereon.

6. Throughout the term of this appropriation or until further notice from the City, SCBH will provide financial statements, including balance sheets and statements of profit and loss to the City at its request. Either party may, in addition, call a meeting of the parties at any time to review financial statements or business operations.

7. SCBH agrees that the appropriation will be used exclusively for the capital acquisition project referenced above and for no other purpose.

8. The following shall be considered events of default:

A. Failure by SCBH to make any payment required hereby when due.

B. Failure by SCBH to make any payments required to be made on its bonded debt or to any other creditor.

C. Failure by SCBH to provide any information required hereby when due or requested.

D. Commencement by or against SCBH of any bankruptcy proceeding, voluntary or involuntary.

E. Violation by SCBH of any of the terms of this Agreement.

9. If any event of default occurs, the City shall have all rights accorded to it as a mortgagee pursuant to law in addition to the rights or remedies provided herein or in any other instrument or paper executed by SCBH relating to this appropriation.

10. This writing constitutes the full agreement between the parties. No modification of the terms hereof shall be effective unless in writing and signed by all of the parties and attached hereto.

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

CITY OF BENSON

SWIFT COUNTY – BENSON HOSPITAL

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

GRANT AGREEMENT

THIS AGREEMENT, is entered into as of this ___ day of _____, 2020, by and between the City of Benson, Minnesota, a municipal corporation under the laws of the State of Minnesota, herein referred to as the “City”, and Swift County – Benson Hospital, a hospital district under the laws of the State of Minnesota, herein referred to as “SCBH”.

RECITALS

1. SCBH is a duly organized and validly existing hospital district pursuant to the laws of the State of Minnesota and in good standing thereunder.

2. The City was, prior to the establishment of SCBH as a hospital district, a part owner of Swift County – Benson Hospital and, as a result of this prior ownership, the City was, in the special legislation that established SCBH as a hospital district, granted certain rights with respect to the operation of SCBH including the right, in its discretion, to make appropriations in whatever amount it deems appropriate for capital acquisition, capital improvements, maintenance and operating subsidy for SCBH subject to terms of repayment thereof from revenues to be derived from operations which are agreed upon by the parties.

3. SCBH has a need to make capital improvements to its facility in order to continue to provide quality medical care to the citizens of the City and the surrounding area.

4. The City is willing to grant to SCBH, upon the terms set forth herein, the sum of One Million Dollars (\$1,00,000.00) to be used for capital improvements.

5. SCBH is willing to accept the grant from SCBH subject to the terms described herein.

NOW THEREFORE, the City hereby grants to SCBH the sum of One Million Dollars (\$1,000,000.00) and SCBH agrees to accept said grant all subject to the following terms and conditions:

1. The grant will be paid by the City in installments as requested by SCBH over a two-year period commencing upon the execution of this agreement. SCBH will submit to the City an invoice detailing the cost of any qualified capital improvements for which payment is requested. The City will, within fifteen (15) days of receipt of an invoice, remit to SCBH a distribution of a portion of the grant equal to the amount of the invoice until such time as the grant funds have been fully distributed or until the second anniversary of the date of this Agreement, whichever first occurs.

2. SCBH agrees that it will use grant funds only for qualified capital improvements. For purposes of this Agreement, qualified capital improvements shall include air handlers, control systems upgrades, boiler replacement, roof repairs or upgrades and any other capital improvements to the facility which have been authorized by the governing board of SCBH.

3. The governing board of SCBH accepts responsibility for complying with the terms and conditions of this Agreement and will exercise full control over the grant and the expenditure of grant funds.

4. As long as this Agreement is in effect, at the end of each of its fiscal years SCBH will provide to the City a report of the use of grant funds for the fiscal year just ended.

5. SCBH will provide to the City, upon its request, such additional information, reports and documents as the City may, in its discretion, require for its own accounting purposes with regard to the grant funds.

6. The City reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any grant funds previously distributed if, in its sole discretion, the City finds such action to be necessary because SCBH has not complied with the terms and conditions of this Agreement or to comply with any law or regulation applicable to the City or SCBH.

7. Unless otherwise agreed to by the parties in writing any grant funds which a request for distribution has not been requested by SCBH in accordance with paragraph 1 of this Agreement prior to the second anniversary of the date of this Agreement will be retained by the City.

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

CITY OF BENSON

SWIFT COUNTY – BENSON HOSPITAL

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Benson Public Schools
District #777
1400 Montana Avenue
Benson MN 56215
Phone: (320)843-2710
Fax: (320)843-2262

INVOICE

Number	Date	Page
2654	05/15/2020	Pg 1 of 1

Materials on this order are exempt from state sales tax #8016434

Ext Invoice No Ref:

Bill To: City of Benson
 1410 Kansas Avenue
 Benson MN 56215

Ship To: City of Benson
 1410 Kansas Avenue
 Benson MN 56215

Email:

Customer	Cus Phone	Cus Fax	Customer PO No.	Sales Order No	Terms	Due Date
1-1104					Due on Receipt	05/15/2020
City of Benson						

No.	SKU Code/Description/Comments	Taxable	U/M	Units	Rate	Extended
1	Operational Partnership in Discovery Kids 19-20 School Year	No	EA	1.00	10,000.00	10,000.00

Subtotal	\$10,000.00
Sales Tax	\$0.00
Invoice Total	\$10,000.00
Payment Received	\$0.00
Discounts Given	\$0.00
Balance Due	\$10,000.00

APPLICATION NO. 5
 PERIOD TO: 04/13/2020
 APPLICATION DATE: 04/13/2020

BERNSON, MN WASTEWATER EFFLUENT FILTER REFURBISHMENT
 SCHEDULE OF VALUES

KHC Construction, Inc.
 703 Ontario RD N, PO Box 450
 Marshall, MN 56258

A	B	C	D	E	F	G	H	I	
WORK COMPLETED									
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS	THIS PERIOD	STORED MATERIAL	TOTAL COMPLETED & STORED	0%	BALANCE TO FINISH	RETAINAGE
	General Expenses 5 Mos	10,000	10,000			10,000	100%	0	0
	Admin OH 5 Mos	10,000	10,000			10,000	100%	0	0
	Bonds & Insurance	6,833	6,833			6,833	100%	0	0
024119	Selective Demolition								0
	Labor	37,500	37,500			37,500	100%	0	0
033010	Cast-in-Place Concrete								0
	Materials	7,500	7,500			7,500	100%	0	0
	Labor	25,000	25,000			25,000	100%	0	0
055000	Steel Filter Repairs								0
	Materials	1,500	1,500			1,500	100%	0	0
	Labor	3,000	3,000			3,000	100%	0	0
099100	Painting								0
	Subcontractor	49,000	49,000			49,000	100%	0	0
260505	Basic Electrical Materials & Methods								0
	Subcontractor	1,246	1,246			1,246	100%	0	0
260519	Low Voltage Electrical Power Conductors								0
	Subcontractor	4,164	4,164			4,164	100%	0	0
260526	Grounding & Bonding for Electrical Sys								0
	Subcontractor	800	800			800	100%	0	0
260533	Raceways & Boxes for Electrical Systems								0
	Subcontractor	5,318	5,318			5,318	100%	0	0
260800	Commission of Electrical Systems								0
	Subcontractor	3,000	3,000			3,000	100%	0	0
329200	Turf & Grasses								0
	Subcontractor	500		500		500	100%	0	0
400510	Process Piping								0
	Materials	7,500	7,500			7,500	100%	0	0
	Labor	15,000	15,000			15,000	100%	0	0
409514	Supervisory Control System								0
	Subcontractor	14,062	14,062			14,062	100%	0	0
444313	Filter Refurbishment-Materials By Owner								0
	Materials	2,000	2,000			2,000	100%	0	0
	Subcontractor	5,000	5,000			5,000	100%	0	0
	Labor	78,077	78,077			78,077	100%	0	0
	ALLOWANCE	10,000		10,000		10,000	100%	0	0
	CHANGE ORDER #1-TIME EXTENSION	0		0		0	####	0	0
	CHANGE ORDER #2-4-14" 90 Degree Bends & SS Hardware in lieu of Zinc	5,359	5,359			5,359	100%	0	0
	CHANGE ORDER #3 - Deduct Allowance	(10,000)		-10,000		-10,000	100%	0	0
	TOTAL THROUGH THIS PAGE	292,358.73	291,858.73	500.00	0.00	292,358.73	100%	0.00	0.00