

**City Council Meeting
Benson City Hall
June 15, 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.

The Council Meeting is at City Hall. Limited seating available. Masks recommended, not required.

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

Call-in Information

Dial In: 1-425-436-6384

Access Code: 457987#

Page		Action Requested
	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	
	4. Consent Agenda:	
3-5	a. Minutes:	
	▪ 6.1.2020 City Council Meeting	
6-23	b. State of Minnesota Emergency Executive Order 20-74	
	b. Electronic Transfers:	
	Payroll: \$122,542.34 – June 4, 2020	
	Journal: \$4,281,216.86 – May 2020	
	5. Persons With Unscheduled Business to Come Before the Council	
24-26	6. 5:30 P.M. – Public Hearing –Nuisance Abatement at 406 – 12 th St. S.	Action Requested
27-44	7. BCA Joint Powers Agreement & Resolution	Action Requested
45-46	8. Consider Swift Co.-Benson Hospital Appropriation Agreement (Amendment)	Action Requested
47	9. Consider Resolution Transferring Xcel Grant Dollars-\$200,596.65	Action Requested
	10. Surplus Equipment to go to Auction-1984 Dump Truck & Attachments	Action Requested
48-53	11. Review Chapter 119: Sidewalk Cafés	Action Requested
54	12. Set 2020 Swimming Pool Fee Schedule	Action Requested
55-56	13. Overview of 2021 General Fund Budget Assumptions	Information Only
57-74	14. Bills & Warrants	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
JUNE 1, 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, Public Works Director Dan Gens, Don Wilcox, Anne Hippe, Sara Hoffman, Shelly Vergin, Brenda Parsley with Conway Deuth & Schmeising, Roxy Lewis, and Shelly Mickelson.

The Council recited the Pledge of Allegiance.

The Mayor asked for any changes to the agenda. There were two additions. Pay request from U.S. Water Services, Inc for \$192,800 and Gusty's Road memo. 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.

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

- May 18, 2020 City Council Minutes
- May 26, 2020 Special City Council Minutes
- April 13, 2020 EDA Minutes
- Electronic Transfers:
Payroll: \$89,723.31 – May 21, 2020

The Mayor called for anyone with unscheduled business and there was none.

The Mayor called on Brenda Parsley to present the City Audit for 2019. Ms. Parsley went through a power point presentation showing changes in fund balances from the prior year. Their audit report shows an unqualified opinion. Motion was made by Schreck and seconded by Buyck to accept the 2019 Audit for the City of Benson. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Wolfington reviewed a copy of the CARES Act Grant for the Benson Airport. No action was taken.

Wolfington reviewed a copy of Governor Walz Emergency Executive Order 20-63 and its effect on the city. No action was taken.

Next was a review of 2020 Summer Activities. Vergin reported that they have ideas to make it work with social distancing and the current Covid-19 guidelines. Buyck stressed the need to provide swimming lessons. Fee structures, cleaning, and operating guidelines were all discussed. Wolfington advised that the only decision that needed to be made tonight was whether or not to begin making the pool ready and that the operating guidelines could be brought to the June 15th meeting. Motion was made by Evenson and seconded by Buyck to begin making the pool ready. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Mayor Collins read a memo from Roger Ebnet recommending that Kid-Day be cancelled for 2020. Motion was made by Schreck and seconded by Buyck to concur and cancel Kid-Day. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed. Evenson inquired if that included the car show? Consensus of the council was that was a separate activity and could possibly still be held.

Vergin discussed a reduced Summer Recreation program. Staff is prepared to hold groupings of 10 within the guidelines that have been given. The need to get kids outside albeit in a safe manner was stressed. It was moved by Evenson, seconded by Schreck to approve going ahead with a Summer Recreation program. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Rosie Peters was on the call to inquire if they still had permission to use the downtown parking lot for a Farmers Market. Motion was made by Schreck and seconded by Evenson to allow them to have a Farmers Market and follow applicable Covid-19 guidelines. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Ann Hippe reviewed a letter she submitted asking to have a “prom grand march” at Roosevelt Park on Saturday July 25 while following Covid-19 guidelines that we be in place at that time. Motion was made by Schreck and seconded by Evenson to allow them to use the park as requested. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Wolfington reported that today was the first official day that bars and restaurants could be serving outdoors. Ambush Park camping and shelters are also open today with reduced occupancies.

Wolfington presented two demolition proposals from Kennedy Excavating on the former Rob’s Motel buildings. One is less expensive and allows the fire department to perform training activities but cleanup takes longer due to the ashes needing to settle for 4-8 weeks. Motion was made by Schreck and seconded by Evenson to approve a demo contract allowing fire department training for Rob’s Motel at a cost of \$41,798 with Kennedy Excavating. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

An Appropriation Repayment Agreement of \$1,885,000 with the Swift County Benson Hospital was presented to the Council. This agreement allows the use of Xcel Grant dollars to refinance some of the Hospital debt at a much lower interest rate of 2%. Closing will not take place until later in July. Monthly repayments of \$14,213.30 will begin in September 2020 and continue until February 1, 2033. The Agreement has been prepared by Attorney Don Wilcox and has been approved by the Hospital Board. It was moved by Buyck and seconded by Schreck to approve the agreement as presented. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

Next on the agenda is a grant agreement of up to \$1,000,000 with the Swift County Benson Hospital for capital outlay purposes to be disbursed as needed over the next year. It was moved by Buyck and seconded by Schreck to approve the grant as presented. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

It was moved by Olson and seconded by Evenson to approve a \$10,000 invoice to Benson Public Schools for Discovery Kids 19-20 school year. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

It was moved by Evenson and seconded by Schreck to approve the final pay request to KHC Construction, Inc. for the WWTP Filter project in the amount of \$7,796.65. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

It was moved by Olson and seconded by Buyck to approve two invoices from U.S. Water Services, Inc. totaling \$190,800 for WWTP Filter Equipment. The following vote was taken: AYES: Olson, Schreck, Collins, Buyck, Evenson. NAYES: None. The motion passed.

The City Manager reviewed a letter received from homeowners along East Pacific Avenue regarding water drainage. The new owners of the Sylte land to the South are planning to drain the farmland and perhaps there could be an opportunity to extend the tiling to Pacific Avenue for drainage. Councilmembers Schreck and Buyck offered to meet with the City Manager and property owners to see if a benefit to the City could be realized.

There being no further business to come before the Council upon motion by Evenson, seconded by Schreck and carried unanimously to adjourn the Council meeting at 6:45 p.m.

Mayor

City Clerk

STATE OF MINNESOTA

Executive Department



Governor Tim Walz

Emergency Executive Order 20-74

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, 20-56, and 20-63 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 provide opportunities for such businesses to scale up their operations.

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. Activities resulting in increased respiration rates pose higher risk than sedentary activities. Unpredictable settings are riskier than more predictable settings. Large social gatherings 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 Order 20-63 is rescinded as of Tuesday, June 9, 2020 at 11:59 pm.

2. Paragraphs 6 through 8 of this Executive Order are effective as of Tuesday, June 9, 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 or Places of Public Accommodation.
 - f. “Place of Public Accommodation” means a business, or an educational, refreshment, entertainment, 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 of this Executive Order.
 - g. “Establishments Providing Personal Care Services” are broadly defined to include 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.

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 for facilities and the public (“Outdoor Recreation Guidelines”) available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - 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. **Social gatherings.** All indoor social gatherings of more than 10 people and all outdoor social gatherings of more than 25 people are prohibited, except as set forth below. Social gatherings are groups of individuals, who are not members of the same household, congregated together for a common or coordinated social, community, or leisure purpose—even if social distancing can be maintained. This prohibition includes planned and spontaneous gatherings as well as public and private gatherings. Prohibited gatherings do not include commercial activity by workers and customers of Critical and Non-Critical Businesses and Places of Public Accommodation.
 - 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 people, drive-in gatherings are permitted, provided that all participants remain within their own vehicles and follow the applicable guidance available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
- 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 exceeding the limits set forth above, 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 50 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>).

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.** The protections noted in Executive Order 20-54 (Protecting Workers from Unsafe Working Conditions and Retaliation) remain 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. **Places of Public Accommodation.** Places of Public Accommodation are subject to the following requirements and limitations:
 - i. **All Places of Public Accommodation remaining open or opening under this Executive Order 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - ii. For the purposes of this Executive Order, the following establishments and facilities are not Places of Public Accommodation:
 - A. Establishments and facilities 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 otherwise subject to the requirements of this paragraph 7.c.

- 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 subject to the restrictions in this Executive Order, may be exempted from such restrictions if they have been repurposed to exclusively provide services permitted under paragraph 7.c.ii.
- 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.
- v. Barbershops, salons, and other Establishments Providing Personal Care Services may be open. Occupancy must not exceed 50 percent of the normal occupant capacity as determined by the fire marshal, with a maximum of 250 people in a single self-contained space. Workers, customers, and clients must follow face-covering requirements as set forth in the applicable guidance available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
- vi. Restaurants, food courts, cafes, coffeehouses, bars, taverns, brewer taprooms, micro distiller cocktail rooms, farm wineries, craft wineries, cideries, golf courses and clubs, dining clubs tobacco product shops, and other Places of Public Accommodation offering food, beverages (including alcoholic beverages), or tobacco products for on-premises consumption, may provide indoor and outdoor service, provided that they adhere to the following requirements:
 - A. Occupancy of any indoor space must not exceed 50 percent of the normal occupant capacity as determined by the fire marshal, with a maximum of 250 people in a single self-contained space.
 - B. Occupancy of any outdoor space 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 250 people.

- C. Workers and customers must follow face-covering requirements as set forth in the applicable guidance available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - 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. The capacity limitation 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.
 - F. 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/>).
- vii. Indoor and outdoor pools may open to the general public only in accordance with industry guidance available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - viii. Gymnasiums, fitness centers, recreation centers, indoor and outdoor sports facilities, indoor climbing facilities, trampoline parks indoor and outdoor exercise facilities, and exercise studios may open to the general public only in accordance with industry guidance available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - ix. Venues providing indoor events, entertainment, or recreation such as theaters, cinemas, concert halls, museums, performance venues, stadiums, arcades, and bowling alleys may open to the general public only in accordance with industry guidance available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - x. Venues (including racetracks) providing outdoor events, entertainment, or recreation, paintball, go-karts, mini-golf, and amusement parks may open to the general public only in accordance with industry guidance available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
- 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.

- i. Beginning on June 29, 2020, all Critical Businesses must have developed and implemented a COVID-19 Preparedness Plan as set forth in paragraph 7.e of this Executive Order and in accordance with the industry guidance currently posted to the Stay Safe Minnesota website (<https://staysafe.mn.gov>) and any additional applicable industry guidance that will be posted to the Stay Safe Minnesota website (<https://staysafe.mn.gov>) on or before June 15, 2020 as provided in paragraph 7.d.ii of this Executive Order.
 - ii. In consultation with relevant agencies, the Commissioners of Health, Employment and Economic Development, and Labor and Industry are directed to prepare and publish additional industry guidance for Critical Businesses, as necessary, no later than June 15, 2020. All such guidance will be posted to the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - iii. For state licensed or state certified Critical Businesses that are operating under and adhering to existing policies and procedures or requirements related to health and safety, including requirements to establish and implement COVID-19 Preparedness Plans, state agencies are directed to develop guidance and template addendum plans that address unique risks and hazards of COVID-19 for their operations. Relevant agencies must publish such guidance no later than June 15, 2020. All such guidance will be posted to the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
- 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
- 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>). This includes requirements that workers and customers must maintain physical distancing of 6 feet and that store occupancy must not exceed limits set forth in the guidance. In customer facing businesses that share common areas, such as malls, all Plans must similarly include a facility occupancy that must not exceed the limits set forth in the guidance 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - iv. **Optional template.** A template COVID-19 Preparedness Plan, which covers the above requirements, is available as part of the Plan Guidance, available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>).
 - 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 an entity, association, club, or organization 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>). 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 and follow 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 the Stay Safe Minnesota website (<https://staysafe.mn.gov>). 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. **Organized Adult Sports.** Organized Adult Sports organizations and programs intending to operate must do so in accordance with the following requirements:

- i. "Organized Adult Sports" means any sports activity, where participants are adults, organized by an entity, association, club, or

organization providing for registration of participants and oversight on a regular basis for a defined period of time.

- ii. Entities, associations, organizations, and clubs that provide Organized Adult 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 adult sports available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>). COVID-19 Preparedness Plans must be distributed and available for review by participants or guardians.
 - iii. Entities, associations, organizations, and clubs that provide Organized Adult 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 Adult Sports must also adhere to the requirements set forth in paragraph 7.e of this Executive Order, including the development and implementation of a COVID-19 Preparedness Plan in accordance with applicable guidance for adult sports available on the Stay Safe Minnesota website (<https://staysafe.mn.gov>). COVID-19 Preparedness Plans must be distributed to, available for review, and followed by entities, associations, organizations, and clubs that provide Organized Adult Sports
- i. **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 25 people. 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.i 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.** Institutions of higher education should continue to 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 general guidance available at the Stay Safe Minnesota website (<https://staysafe.mn.gov>) and other applicable guidelines.

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 indoor or outdoor activities are required, such activities must be subject to limitations set forth by relevant OHE and MDH guidance.
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.

- 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 in accordance with the Outdoor Recreation Guidelines. 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 gatherings prohibited by paragraph 6.c, and that adhere to the Outdoor Recreation Guidelines. This paragraph does not apply to activities covered by paragraphs 7.f through 7.h.
 - p. Guided and instructional activities such as guided fishing or birding that do not require gatherings prohibited by paragraph 6.c, adhere to social distancing requirements, and are conducted in accordance with the Outdoor Recreation Guidelines. This paragraph does not apply to activities covered by paragraphs 7.c.vii or 7.f.
 - 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

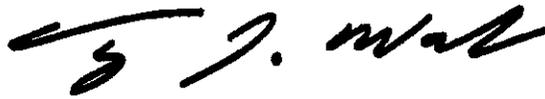
those businesses' social distancing and hygiene instructions. Employers and businesses must post social distancing and hygiene instructions at entrances and in locations that can be easily seen by customers and visitors.

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. State and local licensing and regulatory entities that inspect businesses for compliance with rules and codes to protect the public are encouraged to assess regulated businesses' compliance with this Executive Order and use existing enforcement tools to bring businesses into compliance. 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 June 5, 2020.



Tim Walz
Governor

Filed According to Law:

Steve Simon
Secretary of State

Approved by the Executive Council on June 5, 2020:

Alice Roberts-Davis
Secretary, Executive Council

NOTICE OF PUBLIC HEARING TO DETERMINE WHETHER A PUBLIC NUISANCE EXISTS ON PRIVATE PROPERTY, WHETHER ABATEMENT OF A PUBLIC NUISANCE ON PRIVATE PROPERTY BY CITY OF BENSON IS REASONABLE AND NECESSARY, AND DETERMINATION OF SPECIAL ASSESSMENT AGAINST THE PRIVATE PROPERTY.

PLEASE TAKE NOTICE that on the 15th day of June, 2020 at 5:30 p.m. the City Council of Benson at the Benson Armory, 203 14th St. S, Benson, MN 56215, will hold a public hearing to determine proposed abatement by the City of Benson of proposed nuisance conditions of inoperable or junk motor vehicles, and special assessment for costs of abatement of said nuisance conditions against the following property:

Lots Fifteen (15) and Sixteen (16), Block Three (3) and the North Six Feet (N 6') of Lot Seventeen (17), Block Three (3), Railway First Addition to the City of Benson, Swift County, Minnesota

406 12th St. S., Benson, MN 56215

The Council shall first determine whether a public nuisance exists on the above-named real property based on whether the conditions unreasonably annoy, injure, or endanger the safety, health, morals, comfort, or repose of any considerable number of members of the public.

Second the Council shall determine whether abatement/removal of the public nuisance by the City of Benson is reasonable and necessary and the time limit in which the property owner/occupant has to remove the public nuisance prior to the City of Benson entering premises and removing the offending item or items and cleaning up the nuisance.

If a condition is determined to be a public nuisance and must be abated by the City of Benson, the special assessment is estimated to be the following minimum amount for the above-described property:

\$4,500.00

A reasonable estimate of the impact of the special assessment will be available at the hearing for review. Also, the proposed special assessment roll is on file with the Benson City Clerk. Written and oral objections regarding the proposed special assessment against the above-named property will be considered at the public hearing.

NO APPEAL MAY BE TAKEN AS TO THE AMOUNT OF THE SPECIAL ASSESSMENTS UNLESS A WRITTEN OBJECTION SIGNED BY THE AFFECTED PROPERTY OWNER IS FILED WITH THE BENSON CITY CLERK PRIOR TO THIS PUBLIC HEARING OR PRESENTED TO THE PRESIDING OFFICER AT THE PUBLIC HEARING.

PURSUANT TO MINNESOTA STATUTE SECTION 429.081, WITHIN THIRTY (30) DAYS AFTER THE ADOPTION OF THE SPECIAL ASSESSMENTS, ANY AFFECTED PROPERTY OWNER WHO IS NOT PRECLUDED BY FAILURE TO OBJECT PRIOR TO OR AT THE SPECIAL ASSESSMENTS HEARING MAY APPEAL TO THE DISTRICT COURT BY SERVING NOTICE UPON THE MAYOR OF BENSON OR BENSON CITY CLERK, AND BY FILING SAID NOTICE WITH THE COURT ADMINISTRATOR OF THE DISTRICT COURT WITHIN TEN (10) DAYS OF SERVING NOTICE UPON THE MAYOR OF BENSON OR THE BENSON CITY CLERK

Pursuant to Minnesota Statutes Sections 435.193 to 435.195, any county, statutory or home rule charter city, or town making special assessments may in its discretion defer the payment of that special assessment for any homestead property owned by a person sixty-five (65) years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments, and homeowner shall make application for deferred payment of special assessments on forms prescribed by the county auditor of the county in which the homestead is located.

Adoption by the Council of the proposed special assessments may be taken at the hearing, and the property owners have the right to prepay the entire special assessments to the City of Benson, and partial prepayment has not been authorized by ordinance.

Prepayment of the entire special assessments may be made no later than 14 days after the date the resolution is passed without the accrual of interest, and interest shall accrue at the rate of 8 percent per annum if the entire special assessments are not prepaid.

Benjamin R. Wilcox
City Attorney
City of Benson, Minnesota

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Benson on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 121467, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Benson on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Ben Wilcox, City Attorney, 1150 Wisconsin Ave, PO Box 100, Benson, MN 56215, (320) 842-5391, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement. Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF BENSON ON BEHALF OF ITS CITY ATTORNEY AND POLICE
DEPARTMENT
(RESOLUTION NO. 20-)**

WHEREAS, the City of Benson on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Benson on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Ian Hodge, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Benson City Attorney, Ben Wilcox, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Terri Collins, the Mayor for the City of Benson, and Glen Pederson, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF BENSON

By: Terri Collins
Its Mayor

ATTEST: _____
By: Glen Pederson
Its City Clerk

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 what- ever 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, 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. 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.

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

6. 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.

7. If any event of default occurs, the City shall have all rights accorded to it 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.

8. 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 _____

**RESOLUTION AUTHORIZING TRANSFER OF XCEL ENERGY GRANT DOLLARS FOR
ECONOMIC DEVELOPMENT PURPOSES
(RESOLUTION 2020-)**

WHEREAS, the City Council of the City of Benson, County of Swift, State of Minnesota, received grant dollars from Northern State Power (Xcel Energy) as part of the Benson Power LLC biomass plant closing, and;

WHEREAS, these grant dollars are limited in use for the purposes of economic development, and;

WHEREAS, the Council has determined that sanitary sewer collection and treatment improvements quality as an economic development purpose, and;

WHEREAS, the 2019 Sanitary Sewer WWTP Filter project is an authorized use of grant dollars, and:

WHEREAS, the estimated cost of this project is \$600,000.

NOW, THEREFORE, BE IT RESOLVED that \$200,596.65 as itemized on the attached invoices to be transferred from the NSP Grant Fund to the Sewer Fund.

CHAPTER 119: SIDEWALK CAFES

Section

- 119.01 Purpose
- 119.02 Definitions
- 119.03 Permit fee
- 119.04 Permit application
- 119.05 Notice required
- 119.06 Location rules and review criteria
- 119.07 Liability and insurance
- 119.08 Forms and conditions of permit
- 119.09 Denial, revocation, suspension of permit
- 119.10 Expiration date

119.99 Penalty

§ 119.01 PURPOSE.

The purpose of this chapter is to permit and encourage sidewalk dining that is compatible with other uses of the public sidewalk. The city finds that sidewalk cafes encourage a pedestrian-oriented environment, help to create a visually attractive atmosphere and streetscape, and promote overall commerce.
(Ord. 1128.09, passed 2-9-09)

§ 119.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context indicates or clearly requires a different meaning.

ABUTTING PROPERTY OWNERS AND OCCUPANTS. Any owner or occupant of property which abuts the subject sidewalk cafe site excluding public right-of-way; and any other person who has requested in writing to be provided such notice.

ADJACENT SIDEWALK AREA. That portion of the public sidewalk between the curb line and the property line demarcated by extending the side building lines of the premises until they intersect the curb.

OPERATE A SIDEWALK CAFE. Serving food or beverage from a restaurant to patrons seated at tables located within the adjacent sidewalk area, including, in the case of a permittee in

possession of a valid license for the sale of alcoholic beverages covering such sidewalk, the service of such beverages, or providing seating for patrons in the adjacent sidewalk area. (Ord. 1128.09, passed 2-9-09)

§ 119.03 PERMIT FEE.

The permit fee shall be established by resolution of the City Council and adjusted annually. (Ord. 1128.09, passed 2-9-09)

§ 119.04 PERMIT APPLICATION.

(A) Application for a permit to operate a sidewalk cafe shall be made at the City Manager's Office on a form provided. The request for permit shall minimally contain:

- (1) A completed application;
- (2) A scale diagram of the area for sidewalk café use, with dimensions shown;
- (3) A certificate of insurance and endorsement form; and
- (4) The location and description of the tables and materials requested to be in the right-of-way.

(B) Other information shall be provided as required by the City Manager to carry out the purpose of this chapter. (Ord. 1128.09, passed 2-9-09)

§ 119.05 NOTICE REQUIRED.

Prior to rendering a decision, the City Manager shall mail abutting property owners and occupants notice that an application for a sidewalk cafe has been filed. The notice shall contain the diagram submitted by the applicant, state whether or not the business is licensed to serve alcoholic beverages which may be served and consumed at the sidewalk cafe if the permit is granted, and state that all comments concerning the proposed sidewalk cafe must be received by the City Manager within ten calendar days from the date of mailing the notice. (Ord. 1128.09, passed 2-9-09)

87

§ 119.06 LOCATION RULES AND REVIEW CRITERIA.

(A) The City Manager shall review the application for its compliance with the following criteria:

(1) The operation of a sidewalk cafe is limited to structures which are sited within ten feet of a public sidewalk, and which are located in one of the following zoning districts: B-1 (Central Business District) and B-2 (General Business District).

(2) The operation of a sidewalk cafe shall be located such that there is at least five feet clear and unobstructed passageway between the sidewalk cafe tables, chairs and barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions. The City Manager may require more than five feet if necessary to protect the public safety. The City Manager may also reduce this requirement where unusual circumstances exist and where public safety would not be jeopardized.

(3) The sidewalk cafe may only be located in the adjacent sidewalk area to the applicant's business, but may extend in front of adjacent businesses with the written consent of both the property owner and the business owner, subject to review by the City Manager.

(4) The sidewalk cafe shall be located five feet from driveways and alleys, and ten feet from intersections. These requirements may be modified by the City Manager where unusual circumstances exist.

(5) The location of the sidewalk cafe shall be as approved by the City Manager.

(B) The City Manager shall forward all applications for review to the Planning Commission. The Planning Commission shall confirm the zoning of the request, and confirm that the proposed use is in conformance with the requirements of the Land Use Ordinance. (Ord. 1128.09, passed 2-9-09)

§ 119.07 LIABILITY AND INSURANCE.

A signed statement that the permittee shall hold harmless the city, its officers and employees, and shall indemnify the city, its officers and employees for any claims for damages to property or injury to persons which may occur in connection with an activity carried on under the terms of the permit. Permittee shall furnish and maintain such public liability, food products liability, and property damages insurance as will protect permittee and city from all claims for damage to property or bodily injury, including death, which may arise from operations under the permit or in connection therewith. Such insurance shall provide coverage of not less than the amount of municipal tort liability under M.S. Ch. 444, Tort Liability, Political Subdivisions. The permittee shall name the city as an additional insured by attaching an endorsement to the certificate of insurance (provided by the city). Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the city, its officers and employees, and shall further provide that the policy shall not terminate or be canceled prior to the expiration of the permit without 30 days written notice to the city. (Ord. 1128.09, passed 2-9-09)

§ 119.08 FORMS AND CONDITIONS OF PERMIT.

(A) *Requirements for all sidewalk cafes:*

- (1) Each permit issued shall terminate December 31 of the year in which it is issued.
- (2) The permit issued shall be personal to the permittee only and is not transferable in any manner.
- (3) The permit may be temporarily suspended by the City Manager if the public interest requires use of the right-of-way for a public event, construction, repair, or any other purpose.
- (4) The permit is specifically limited to the area approved or as modified by the City Manager, and will include a diagram indicating the area approved for the sidewalk cafe and the location of the tables and materials permitted to be in the right-of-way.
- (5) The operation of the sidewalk cafe shall be such that there is at least five feet from the outermost edge of the sidewalk café to the street curb, that also includes a minimum of three feet clear and unobstructed passageway between the sidewalk cafe tables, chairs and barriers and street trees, bike racks, lamp posts, sign posts, and any other fixtures or obstructions. The City Manager may require more than five feet if necessary to protect the public safety. The City Manager may also reduce this requirement where unusual circumstances exist and where public safety would not be jeopardized.
- (6) The sidewalk and all things placed there shall at all times be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the diagram may be stored in the public right-of-way when the sidewalk cafe is not in operation. Should the permittee not utilize the sidewalk as authorized for a period of seven days or more, all the tables and materials shall be removed therefrom.
- (7) The operation of a sidewalk cafe requires that covered trash containers be provided on site and emptied on a regular basis.
- (8) All required building modifications or parking improvements shall be completed prior to the commencement of the operation of the sidewalk cafe.
- (9) No signs shall be attached to any furniture, umbrellas, awnings, or other structure related to the operation of the sidewalk cafe.
- (10) Sidewalk cafes shall be continuously supervised by employees of the establishment.
- (11) Sidewalk cafes shall meet all requirements of the local health licensing authority.

(12) Tables, chairs, and other structures associated with the sidewalk cafe shall be kept free of litter and other debris at all times.

(13) Sidewalk cafes and adjoining sidewalks shall remain clear of litter, food scraps, and soiled dishes at all times. Where establishments provide take-out or self-service, an adequate number of employees must be maintained to clear sidewalk cafes on a regular basis. Sidewalk and flooring areas must be cleaned daily, including adjacent sidewalk areas.

(14) Sidewalk cafes that serve alcohol shall install a portable fence surrounding the café so as to prevent access from the sidewalk by patrons. Access must be achieved through the applicant's business.

(15) The city has the right to repeal or amend this chapter and thereby terminate or modify all sidewalk cafe operations. No permittee shall obtain any property right in the continued private commercial use of the public sidewalk.

(B) Businesses which intend to serve alcoholic beverages at the sidewalk cafe must additionally meet the following requirements:

(1) The business shall hold a valid liquor license as set forth in M.S. Ch. 340A.

(2) Storage of containers commonly used for dispensing alcoholic beverages to customers including but not limited to bottles, pitchers, and carafes must be kept inside the business unless an employee is stationed in the outside area at all times. No taps, kegs, coolers, or other alcoholic beverage storage devices are allowed outside on the sidewalk.

(3) Sidewalk cafes where alcoholic beverages are served and consumed require supervision by employees of the license business, as required by M.S. Ch. 340A for said issued liquor license.

(4) Non-emergency entrance and exit to and from the sidewalk cafe shall be from the main entrance and exit of the establishment and not directly to or from the sidewalk cafe area.

(5) All service and consumption of alcoholic beverages at sidewalk cafes shall coincide with liquor license hours of operation.

(6) All alcoholic beverage service providers must also provide food service in the licensed area.

(Ord. 1128.09, passed 2-9-09)

§ 119.09 DENIAL, REVOCATION, SUSPENSION OF PERMIT.

The City Manager may deny, revoke, or suspend the permit upon finding that any provision of this chapter or condition of approval will be or has been violated. Upon denial, revocation, or suspension the City Manager shall give notice of such action to the applicant or permittee in writing stating the action which has been taken and the reason therefor. The action shall be effective immediately, but the applicant or permittee may make written request, within ten calendar days after the notice is issued, for a hearing by the City Council. Upon hearing the matter, the City Council shall render a final decision concerning the permit.
(Ord. 1128.09, passed 2-9-09)

~~§ 119.10 EXPIRATION DATE.~~

~~———— This chapter permitting and regulating sidewalk cafes within the city shall expire on December 31, 2014. This provision, commonly known as a “sunset provision,” is included in this chapter to ensure that this chapter, its purpose and its desirability will be reviewed by the City Council within a reasonable time after its adoption.
(Ord. 1128.09, passed 2-9-09)~~

§ 119.99 PENALTY.

Any person, firm, or corporation who violates any provision of this chapter for which another penalty is not specifically provided shall, upon conviction, be penalized as provided in § 10.99. After two infractions, the sidewalk cafe permit shall be revoked for a period of at least one year.
(Ord. 1128.09, passed 2-9-09)

**RESOLUTION SETTING 2020 FAMILY POOL PASS FEES
(RESOLUTION NO. 2020-)**

WHEREAS, COVID-19 regulations have limited the operation of businesses including the Benson Swimming Pool,

AND, WHEREAS in accordance with Minnesota Governor Tim Walz Emergency Executive Order 20-74 allows outdoor pools to open to the general public in accordance with industry guidance,

AND WHEREAS, the Benson Pool will not be open for the full summer season, families will not get the full value out of their family pool passes,

NOW, THEREFORE, BE IT RESOLVED that family passes will be reduced only for the 2020 swimming season as follows: Residential Family Pass will be \$108.75, Residential Individual Pass will be \$78.75, Non-Residential Family Pass will be \$135.00 and Individual Non-Residential Passes will be \$97.50. All other fees will remain the same.

City of Benson
General Fund and Capital Budget
2020 and 2021

TALKING POINTS

State of Minnesota Budget Impact:

Minnesota Requires a Balanced Budget

COVID-19 Impact to the Economy

Expense Associated with Civil Unrest

Rebuild Minneapolis – Metro Oriented Bonding Bill

New State Unfunded Mandates on Police Departments

Two Year Budget with Second Year Starting in July 2020

Legislative Leadership or Administrative

Two Annual Budget Forecasts (February and November)

Tools to Balance the Budget

Legislative: Revenue and Spending – Amend the Budget

Administration: (Shifts and Un-allotment)

Federal Aid:

FEMA

CARES Act Local Government Aid

Cares Act II (To Be Determined)

City of Benson Budget Impact:

Propose 2021 “Balanced” General Fund Budget with a “Near ZERO percent increase in the City Tax Rate

Propose we reduce the City of Benson Tax Levy by approximately \$450,000

Distribute approximately \$1M of XCEL Payment to the City, County and School

Seek FEMA Reimbursement for COVID-19 Related Expenses

Transfer Reserves Above 40% to General Fund Revenue – If Needed

Use Xcel Grant for Street Capital Outlay Projects

Tighter Spending:

Attrition

Discretionary Spending

Reduce OT and PT Expense

Prepare for Potential Cuts in LGA

Prepare for CARES Act Revenue – Offset General Spending (?)

Prepare for Unfunded Mandates Related to State Police Initiatives

BOTTOM Line: We have options to deliver a balanced budget with minimum changes to the level of service. After three years this becomes more difficult.

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
101.20210	1) GENERAL FUND					
2) SALES TAX PAYABLE	CAMPING CANCELLATION	10.32	RADUNZ/SUSAN	052310	M-05312020-447	50
	REFUND POOL PASS	11.57	MADDEN/JANELLE	052319	M-05312020-447	91
101.20210		21.89	* TOTAL			
101.31410	1) GENERAL FUND					
2) LODGING TAX	CAMPING CANCELLATION	4.50	RADUNZ/SUSAN	052310	M-05312020-447	51
101.34207	1) GENERAL FUND					
2) FIRE DEPARTMENT CALLS	FIRE CALL OVERPAYMENT	400.00	LANGHEI TOWNSHIP	052315	M-05312020-447	84
101.34720	1) GENERAL FUND					
2) SWIMMING POOL RECEIPTS	REFUND POOL PASS	168.43	MADDEN/JANELLE	052319	M-05312020-447	92
101.34780	1) GENERAL FUND					
2) PARK FEES	CAMPING CANCELLATION	149.99	RADUNZ/SUSAN	052310	M-05312020-447	49
101.41110.350	1) GENERAL FUND					
2) MAYOR & COUNCIL	3) PRINTING & PUBLISHING	531.98	MONITOR & NEWS		D-05312020-446	475
	PUB HEARING GRAD TAB	2,295.45	MONITOR & NEWS		D-05312020-446	476
	COVID-19 ADS	2,827.43	* TOTAL			
101.41300.131	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) HEALTH INSURANCE					
	HEALTH INS-HSA FEES	15.80	FURTHER		D-05312020-446	456
101.41300.201	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) OFFICE SUPPLIES					
	ENVELOPES	1.99	BACKSTREET PRINTING		D-05312020-446	349
	CARD FEE-WOLFINGTON	35.00	BANKCARD CENTER		D-05312020-446	468
		36.99	* TOTAL			
101.41300.202	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) DUPLICATING & COPYING					
	COPIER MAINT	162.63	LOFFLER COMPANIES-131511		D-05312020-446	69
	COPIER PAYMENT	139.00	TOSHIBA FINANCIAL SERVIC		D-05312020-446	195
	COPIER MAINT	147.23	LOFFLER COMPANIES-131511	052307	M-05312020-447	43
		448.86	* TOTAL			
101.41300.207	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) SAFETY & DRUG TESTING					
	SAFETY CLASS	15.45	BENSON BAKERY		D-05312020-446	273
101.41300.209	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) GAS & OIL					
	GAS	33.51	GLACIAL PLAINS COOPERATI		D-05312020-446	83
101.41300.309	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) CONTRACTED SERVICES					
	COMP TIME/DATA ENTRY	1,200.00	ELECTRIC FUND		D-05312020-446	21
101.41300.310	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) CONTRACTED SERVICES					
	TECH SUPPORT SVC	347.50	SWIFT COUNTY		D-05312020-446	109
	GASB 75 VALUATION	1,100.00	VAN IWAARDEN ASSOCIATES		D-05312020-446	428
		1,447.50	* TOTAL			
101.41300.321	1) GENERAL FUND					
2) ADMINISTRATION & FINANCE	3) TELEPHONE					
	LONG DISTANCE CHARGES	164.43	CENTURYLINK		D-05312020-446	80
	MONTHLY PRI CHARGE	494.16	CENTURYLINK		D-05312020-446	188
	VOID	0.00	VERIZON	052316	M-05312020-447	85
	VOID	0.00	VERIZON	052317	M-05312020-447	86
	CELL PHONES	95.06	VERIZON	052318	M-05312020-447	87
		753.65	* TOTAL			

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
101.41300.366 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)WORKERS COMPENSATION 2019 AUDIT	427.00	LEAGUE OF MN CITIES INS		D-05312020-446	420
101.41300.433 2)ADMINISTRATION & FINANCE	1)GENERAL FUND 3)DUES & SUBSCRIPTIONS MEMBERSHIP-KENT MEMBERSHIP-ALSAKER MEMBERSHIP-PEDERSON WSJ	45.00 45.00 45.00 21.49 156.49	MUN CLERKS & FIN. OFF. A MUN CLERKS & FIN. OFF. A MUN CLERKS & FIN. OFF. A BANKCARD CENTER * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446	447 464 465 470
101.41610.201 2)CITY ATTORNEY	1)GENERAL FUND 3)OFFICE SUPPLIES POSTAGE	1.25	WILCOX LAW OFFICE, P.A.	052308	M-05312020-447	47
101.41610.304 2)CITY ATTORNEY	1)GENERAL FUND 3)CITY ATTORNEY CONTRACT CITY ATTORNEY FEES LEGAL SERVICES	3,932.00 3,651.50 7,583.50	WILCOX LAW OFFICE, P.A. WILCOX LAW OFFICE, P.A. * TOTAL	052308	D-05312020-446 M-05312020-447	220 45
101.41940.235 2)CITY HALL	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL MATS GARBAGE SERVICE PEST CONTROL FIRE EXT MAINT MATS TOWELS COFFEE GARBAGE SERVICE	23.46 19.89 50.00 143.85 23.46 59.30 20.00 19.89 359.85	BENSON LAUNDRY-MAT HOUSE MATTHEISEN DISPOSAL, INC BRANESS PEST CONTROL AMERICAN WELDING & GAS I BENSON LAUNDRY-MAT HOUSE WEST CENTRAL SALES INCIDENTAL FUND MATTHEISEN DISPOSAL, INC * TOTAL	052304	D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 M-05312020-447	60 165 276 292 361 367 414 35
101.41940.235 2)CITY HALL	1)GENERAL FUND 3)CONTRACTED SERV - CLEANING CLEAN CITY HALL	395.00	MCGEARY/THOMAS		D-05312020-446	26
101.41940.381 2)CITY HALL	1)GENERAL FUND 3)UTILITIES UTILITIES	433.91	MUNICIPAL UTILITIES		D-05312020-446	93
101.41940.383 2)CITY HALL	1)GENERAL FUND 3)HEATING COST UTILITIES NATURAL GAS	128.00 44.83 172.83	MUNICIPAL UTILITIES CENTER POINT ENERGY * TOTAL		D-05312020-446 D-05312020-446	94 159
101.42100.131 2)POLICE DEPARTMENT	1)GENERAL FUND 3)HEALTH INSURANCE HEALTH INS-HSA FEES	32.30	FURTHER		D-05312020-446	457
101.42100.201 2)POLICE DEPARTMENT	1)GENERAL FUND 3)OFFICE SUPPLIES COPIER PAYMENT COVID-HAND SANITIZER SHREDDING COPIER MAINT	81.00 221.92 118.16 951.03 1,372.11	TOSHIBA FINANCIAL SERVIC MARC SHRED-IT-CO STERICYCLE I LOFFLER COMPANIES-131511 * TOTAL	052309	D-05312020-446 D-05312020-446 D-05312020-446 M-05312020-447	229 387 426 48
101.42100.209 2)POLICE DEPARTMENT	1)GENERAL FUND 3)GAS & OIL GAS FUEL REIMB	1,024.37 22.45 1,046.82	GLACIAL PLAINS COOPERATI LEONARD/TAYLOR * TOTAL		D-05312020-446 D-05312020-446	84 377
101.42100.210 2)POLICE DEPARTMENT	1)GENERAL FUND 3)OPERATING SUPPLIES CABLE TOWELS TOWELS, LINERS	16.58 34.29 133.58	CHARTER COMMUNICATIONS WEST CENTRAL SALES WEST CENTRAL SALES * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446	271 368 369

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.42100.213	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) UNIFORM ALLOWANCE					
	HAT	29.99	STREICHER'S		D-05312020-446	237
	POUCH	50.00	STREICHER'S		D-05312020-446	238
	BATON, HANDCUFFS	256.95	STREICHER'S		D-05312020-446	239
	BOOTS	139.99	STREICHER'S		D-05312020-446	240
	BOOTS	134.99	STREICHER'S		D-05312020-446	385
	FOOTS	54.99	STREICHER'S		D-05312020-446	386
	LOCKING SYSTEM	236.93	BANKCARD CENTER		D-05312020-446	471
	SHOES, KNIFE	883.83	* TOTAL			
101.42100.213						
101.42100.215	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) CANINE EXPENSE					
	K9 TRAINING	289.02	DEHAAN/BRENNDEN		D-05312020-446	268
	K9 TRAINING	159.36	DEHAAN/BRENNDEN		D-05312020-446	269
	K9 VET CHECK	885.80	H & H VETERINARY SERVICE		D-05312020-446	382
	K9 TRAINING, LODGING	580.41	DEHAAN/BRENNDEN		D-05312020-446	384
	DOG TREATS	169.62	RUNNINGS SUPPLY INC		D-05312020-446	402
		1,284.21	* TOTAL			
101.42100.215						
101.42100.219	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) INVESTIGATIONS					
	PROSECUTION FEES	689.99	WILCOX LAW OFFICE, P.A.		D-05312020-446	221
	TOWING	592.00	BK TOWING		D-05312020-446	280
	VEHICLE STORAGE	212.00	BENSON BODY SHOP		D-05312020-446	376
	POSTAGE	14.70	BANKCARD CENTER		D-05312020-446	472
	PROSECUTION SERVICES	689.99	WILCOX LAW OFFICE, P.A.	052308	M-05312020-447	46
		2,198.68	* TOTAL			
101.42100.219						
101.42100.221	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) EQUIPMENT REPAIR PARTS					
	SQUAD JUMP START	60.00	GIRARD/SCOTT		D-05312020-446	378
101.42100.223	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) EQUIPMENT REPAIRS CONTRACTED					
	OIL CHG	34.60	TOM'S SERVICE, INC		D-05312020-446	388
	IGNITION COIL REPLACE	356.48	TOM'S SERVICE, INC		D-05312020-446	389
		391.08	* TOTAL			
101.42100.223						
101.42100.235	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) BUILDING MAINTENANCE & SUPPL					
	WATER	12.95	DRIESSEN WATER INC		D-05312020-446	262
	PEST CONTROL	75.00	BRANESS PEST CONTROL		D-05312020-446	278
	FIRE EXT MAINT	111.90	AMERICAN WELDING & GAS I		D-05312020-446	293
	SERVICE EQUIPMENT	183.94	HAWLEYS INC		D-05312020-446	326
	GARBAGE SERVICE	37.44	MATTHEISEN DISPOSAL, INC		D-05312020-446	365
	GARBAGE SERVICE	67.44	MATTHEISEN DISPOSAL, INC	052304	M-05312020-447	41
		488.67	* TOTAL			
101.42100.235						
101.42100.310	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) CONTRACTED SERVICES-CLEANING					
	POLICE DEPT 4/26-5/30	500.00	MCGEARY/THOMAS		D-05312020-446	210
101.42100.318	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) DARE EXPENDITURES					
	DARE ITEMS	714.92	CREATIVE PRODUCT SOURCIN	052320	M-05312020-447	98
101.42100.321	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) TELEPHONE					
	LOCAL SERVICE	64.97	CENTURYLINK		D-05312020-446	197
	VOICE SERVICES	198.40	OFFICE OF MN.IT SERVICES		D-05312020-446	226
	CELL PHONE	102.14	VERIZON		D-05312020-446	380
	LOCAL SERVICE	164.91	CENTURYLINK		D-05312020-446	381
		530.42	* TOTAL			
101.42100.321						
101.42100.332	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) TRAINING & INSTRUCTION					
	POST BOARD	362.24	BANKCARD CENTER		D-05312020-446	473
101.42100.366	1) GENERAL FUND					
2) POLICE DEPARTMENT	3) WORKERS COMPENSATION					
	2019 AUDIT	863.00	LEAGUE OF MN CITIES INS		D-05312020-446	419

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
101.42100.381 2) POLICE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	225.54	MUNICIPAL UTILITIES		D-05312020-446	448
101.42100.383 2) POLICE DEPARTMENT	1) GENERAL FUND 3) HEATING NATURAL GAS	52.65	CENTER POINT ENERGY		D-05312020-446	162
101.42100.433 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DUES & SUBSCRIPTIONS ANNUAL SUBSCRIPTION	42.00	MONITOR & NEWS		D-05312020-446	247
101.42100.439 2) POLICE DEPARTMENT	1) GENERAL FUND 3) DOG POUND EXPENSES POUND BOARDING	40.00	H & H VETERINARY SERVICE		D-05312020-446	383
101.42200.209 2) FIRE DEPARTMENT	1) GENERAL FUND 3) GAS & OIL GAS	344.48	GLACIAL PLAINS COOPERATI		D-05312020-446	85
101.42200.209	KEROSENE	262.15	CHAMBERLAIN OIL CO., INC		D-05312020-446	375
101.42200.210 2) FIRE DEPARTMENT	1) GENERAL FUND 3) OPERATING SUPPLIES	606.63	* TOTAL			
	ATV RENT-CRP BURNS	150.00	DEHAAN/JEFF		D-05312020-446	230
	ATV RENT-CRP BURNS	225.00	ASCHEMAN/TOM		D-05312020-446	231
	ATV RENTAL-CRP BURNS	150.00	HOBERG/ROBERT		D-05312020-446	232
	FIRE EXT MAINT	110.95	AMERICAN WELDING & GAS I		D-05312020-446	294
	UPS CHARGES REIMB	239.00	FOLEY/TOM		D-05312020-446	392
	CABLE	23.76	CHARTER COMMUNICATIONS	052313	M-05312020-447	54
101.42200.210		688.71	* TOTAL			
101.42200.221 2) FIRE DEPARTMENT	1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS TIRE	86.36	TOM'S SERVICE, INC		D-05312020-446	391
101.42200.221	PUMP, FITTINGS	636.70	RUNNINGS SUPPLY INC		D-05312020-446	393
101.42200.235 2) FIRE DEPARTMENT	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL GARBAGE SERVICE	44.46	MATTHEISEN DISPOSAL, INC		D-05312020-446	166
101.42200.235	ANNUAL SIREN CHECK	345.00	WEST CENTRAL COMMUNICATI		D-05312020-446	233
	GARBAGE SERVICE	44.46	MATTHEISEN DISPOSAL, INC	052304	M-05312020-447	36
		433.92	* TOTAL			
101.42200.381 2) FIRE DEPARTMENT	1) GENERAL FUND 3) UTILITIES UTILITIES	449.51	MUNICIPAL UTILITIES		D-05312020-446	95
101.42200.383 2) FIRE DEPARTMENT	1) GENERAL FUND 3) HEATING COST NATURAL GAS	35.15	CENTER POINT ENERGY		D-05312020-446	160
101.42200.418 2) FIRE DEPARTMENT	1) GENERAL FUND 3) FIRE SERVICE FEE FIRE SERVICE	833.33	WATER FUND		D-05312020-446	24
101.42600.131 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) HEALTH INSURANCE HEALTH INS-HSA FEES	3.95	FURTHER		D-05312020-446	458
101.42600.210 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) OPERATING SUPPLIES WALLET	7.69	BACKSTREET PRINTING		D-05312020-446	348
101.42600.210	CARD FEE-WOLFINGTON	35.00	BANKCARD CENTER		D-05312020-446	469
		42.69	* TOTAL			
101.42600.321 2) ENGINEERING DEPARTMENT	1) GENERAL FUND 3) TELEPHONE CELL PHONES	42.53	VERIZON	052318	M-05312020-447	88

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.42600.331 2)ENGINEERING DEPARTMENT	1)GENERAL FUND 3)TRAVEL EXPENSE MILEAGE TO MORRIS	320.85	JACOBSON/MIKE		D-05312020-446	324
101.43100.131 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)HEALTH INSURANCE HEALTH INS-HSA FEES	20.10	FURTHER		D-05312020-446	459
101.43100.209 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)GAS & OIL GAS OIL HYGARD	1,015.55 55.26 634.20 1,705.01	GLACIAL PLAINS COOPERATI AUTO VALU BENSON JOHN DEERE FINANCIAL * TOTAL	052314	D-05312020-446 D-05312020-446 M-05312020-447	87 355 55
101.43100.210 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)OPERATING SUPPLIES WELDING GAS EAR PLUGS HAND SANITIZER DIAMOND BLADE VINEGAR, CLEANER, BAGS CABLE HOUSING	161.17 39.19 55.49 533.56 22.56 14.37 4.83 830.22	AMERICAN WELDING & GAS I NORTHERN SAFETY CO.INC. MARC LOCATORS & SUPPLIES DOMAT'S FAMILY FOODS CHARTER COMMUNICATIONS NORTHSIDE AUTO * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446	196 244 317 323 338 340 441
101.43100.215 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SHOP SUPPLIES HOSE, FUEL LINE OXYGEN CYLINDER	215.79 96.73 312.52	AUTO VALU BENSON AMERICAN WELDING & GAS I * TOTAL		D-05312020-446 D-05312020-446	356 445
101.43100.221 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)EQUIPMENT REPAIR PARTS BATTERY BATTERY HOSE, FITTING	126.99 59.69 117.91 304.89	AUTO VALU BENSON RUNNINGS SUPPLY INC NORTHSIDE AUTO * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446	357 395 440
101.43100.223 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)EQUIPMENT REPAIRS CONTRACTED REPAIRS	726.01	HUSTON & SONS TRUCK REPA		D-05312020-446	328
101.43100.235 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL GARBAGE SERVICE LUNCHROOM COUNTERTOP FIRE EXT MAINT TOILET SEAT OUTLETS, BOXES, TRAP TV MOUNT SINK, STOOLS GARBAGE SERVICE	192.46 526.63 229.80 20.99 40.37 1,085.58 2,204.16 2,299.99	MATTHEISEN DISPOSAL, INC A.F. BUILDING MATERIALS AMERICAN WELDING & GAS I ZOSEL'S TRUE VALUE RUNNINGS SUPPLY INC BANKCARD CENTER MATTHEISEN DISPOSAL, INC * TOTAL	052304	D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 M-05312020-447	167 281 295 305 396 479 37
101.43100.240 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)SMALL TOOLS & EQUIPMENT WELDING GAS	156.45	AMERICAN WELDING & GAS I	052305	M-05312020-447	42
101.43100.366 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)WORKERS COMPENSATION 2019 AUDIT	1,461.00	LEAGUE OF MN CITIES INS		D-05312020-446	416
101.43100.381 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)UTILITIES UTILITIES ELECTRIC ELECT-GRAVEL PIT & DUMP	365.85 90.04 92.04 547.93	MUNICIPAL UTILITIES AGRALITE ELECTRIC COOPER AGRALITE ELECTRIC COOPER * TOTAL	052306	D-05312020-446 D-05312020-446 M-05312020-447	96 462 14
101.43100.383 2)HIGHWAY STREETS & ROADS	1)GENERAL FUND 3)HEATING COST NATURAL GAS	76.53	CENTER POINT ENERGY		D-05312020-446	161

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
101.43100.386 2) HIGHWAY STREETS & ROADS	1) GENERAL FUND 3) STREET LIGHTING UTILITIES	4,670.54	MUNICIPAL UTILITIES	D-05312020-446	97
101.43100.438 2) HIGHWAY STREETS & ROADS	1) GENERAL FUND 3) LAUNDRY MATS & TOWELS	73.81 71.75 145.56	BENSON LAUNDRY-MAT HOUSE BENSON LAUNDRY-MAT HOUSE * TOTAL	D-05312020-446 D-05312020-446	62 362
101.45121.310 2) ORGANIZED RECREATION	1) GENERAL FUND 3) SENIOR CITIZEN PROGRAM MONTHLY CONTRIBUTION	200.00 500.00 700.00	SENIOR ADVOCACY CORPORAT SWIFT COUNTY HUMAN SERVI * TOTAL	D-05312020-446 D-05312020-446	28 229
101.45124.210 2) SWIMMING POOL	1) GENERAL FUND 3) OPERATING SUPPLIES CELL PHONES	40.01	VERIZON	052318 M-05312020-447	89
101.45124.235 2) SWIMMING POOL	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL FIRE EXT MAINT	52.95	AMERICAN WELDING & GAS I	D-05312020-446	296
101.45124.321 2) SWIMMING POOL	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	43.81	CENTURYLINK	D-05312020-446	178
101.45124.360 2) SWIMMING POOL	1) GENERAL FUND 3) INSURANCE 2019 AUDIT	236.00	LEAGUE OF MN CITIES INS	D-05312020-446	422
101.45124.381 2) SWIMMING POOL	1) GENERAL FUND 3) UTILITIES UTILITIES	297.00	MUNICIPAL UTILITIES	D-05312020-446	98
101.45181.235 2) ARMORY	1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL PEST CONTROL FIRE EXT MAINT	50.00 24.00 74.00	BRANESS PEST CONTROL AMERICAN WELDING & GAS I * TOTAL	D-05312020-446 D-05312020-446	277 297
101.45181.321 2) ARMORY	1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE	47.02	CENTURYLINK	D-05312020-446	179
101.45181.381 2) ARMORY	1) GENERAL FUND 3) UTILITIES UTILITIES	136.22	MUNICIPAL UTILITIES	D-05312020-446	99
101.45181.383 2) ARMORY	1) GENERAL FUND 3) HEATING COST NATURAL GAS	64.41	CENTER POINT ENERGY	D-05312020-446	163
101.45200.131 2) PARKS	1) GENERAL FUND 3) HEALTH INSURANCE HEALTH INS-HSA FEES	3.95	FURTHER	D-05312020-446	460
101.45200.208 2) PARKS	1) GENERAL FUND 3) CHEMICALS & CHEM SUPPLIES CHEMICAL GLOVES	930.33 33.60 963.93	GLACIAL PLAINS COOPERATI ABNER SALES * TOTAL	D-05312020-446 D-05312020-446	86 333
101.45200.209 2) PARKS	1) GENERAL FUND 3) GAS & OIL GAS	989.14	GLACIAL PLAINS COOPERATI	D-05312020-446	88
101.45200.210 2) PARKS	1) GENERAL FUND 3) OPERATING SUPPLIES GARBAGE SERVICE EAR PLUGS/GLASSES BOOTS	328.74 229.05 75.99	MATTHEISEN DISPOSAL, INC NORTHERN SAFETY CO. INC. JOHNSON/KEVIN	D-05312020-446 D-05312020-446 D-05312020-446	168 245 254

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
101.45200.210	1) GENERAL FUND					
2) PARKS	3) OPERATING SUPPLIES					
	BOOTS	999.99	JOHNSON/DANIEL		D-05312020-446	255
	TRIMMER LINE	333.90	ERIC'S MOTORSPORTS		D-05312020-446	261
	FULLY WATER CAN, HDWRE	555.30	ZOSEL'S TRUE VALUE		D-05312020-446	309
	HAND SANITIZER	555.40	MARC		D-05312020-446	318
	TAPE	444.40	BACKSTREET PRINTING		D-05312020-446	346
	ALEX WROBLESKI BOOTS	139.99	RUNNINGS SUPPLY INC		D-05312020-446	399
	GLOVES, WATER, SUNSCREEN	188.99	RUNNINGS SUPPLY INC		D-05312020-446	400
	C RINGS	111.99	NORTHSIDE AUTO		D-05312020-446	439
	GARBAGE SERVICE	245.99	MATTHEISEN DISPOSAL, INC	052304	M-05312020-447	38
		1,467.46	* TOTAL			
101.45200.211	1) GENERAL FUND					
2) PARKS	3) LANDSCAPING MATERIALS					
	MULCH, GRASS SEED	79.96	ZOSEL'S TRUE VALUE		D-05312020-446	307
	GRASS SEED, GLOVES, WATE	162.72	RUNNINGS SUPPLY INC		D-05312020-446	401
		242.68	* TOTAL			
101.45200.211	1) GENERAL FUND					
2) PARKS	3) EQUIPMENT REPAIR PARTS					
	BLADES, BELT	505.11	HAUG-KUBOTA LLC		D-05312020-446	258
	TIRES	200.00	HAUG-KUBOTA LLC		D-05312020-446	329
	SPRAY GUN HOSE	173.05	ABNER SALES		D-05312020-446	334
	IN-LINE HOLDER	55.99	AUTO VALU BENSON		D-05312020-446	358
	BRAKE INSPECTION	34.50	TOM'S SERVICE INC		D-05312020-446	390
	BATTERY, WAND	59.16	RUNNINGS SUPPLY INC		D-05312020-446	398
	BATTERY	133.34	NORTHSIDE AUTO		D-05312020-446	438
		1,417.15	* TOTAL			
101.45200.221	1) GENERAL FUND					
2) PARKS	3) EQUIPMENT REPAIRS CONTRACTED					
	RADIO INSTALL-KUBOTA	106.48	WEST CENTRAL COMMUNICATI		D-05312020-446	314
	TIRE REPAIRS	117.17	JOHN DEERE FINANCIAL	052314	M-05312020-447	56
		223.65	* TOTAL			
101.45200.223	1) GENERAL FUND					
2) PARKS	3) BUILDING MAINTENANCE & SUPPL					
	FIRE EXT MAINT	106.00	AMERICAN WELDING & GAS I		D-05312020-446	298
	FIRE EXT MAINT	89.99	AMERICAN WELDING & GAS I		D-05312020-446	399
	FIRE EXT MAINT	99.99	AMERICAN WELDING & GAS I		D-05312020-446	300
	MATS KEYS	99.99	ZOSEL'S TRUE VALUE		D-05312020-446	306
	AMBUSH BATHROOM PAINT	161.73	SHERWIN WILLIAMS		D-05312020-446	321
	LUGS FOR RV PEDS	220.10	BORDER STATES ELECTRIC S		D-05312020-446	353
	SCHOOL HOUSE PUMP	85.00	INCIDENTAL FUND		D-05312020-446	415
	RACQUETBALL REPAIRS	1,043.00	HAWLEYS INC	052311	M-05312020-447	52
	RACQUETBALL REPAIRS	124.16	DONS FLOORING	052312	M-05312020-447	53
		4,668.83	* TOTAL			
101.45200.235	1) GENERAL FUND					
2) PARKS	3) SMALL TOOLS & EQUIPMENT					
	TRIMMER	387.95	ERIC'S MOTORSPORTS		D-05312020-446	260
	TRIMMER	208.94	RUNNINGS SUPPLY INC		D-05312020-446	397
		596.89	* TOTAL			
101.45200.240	1) GENERAL FUND					
2) PARKS	3) CONTRACTED SERVICES-MOWING					
	MOWING	1,017.88	SWIFT COUNTY DAC		D-05312020-446	236
101.45200.310	1) GENERAL FUND					
2) PARKS	3) TELEPHONE					
	CELL PHONES	40.01	VERIZON	052318	M-05312020-447	90
101.45200.366	1) GENERAL FUND					
2) PARKS	3) WORKERS COMPENSATION					
	2019 AUDIT	588.00	LEAGUE OF MN CITIES INS		D-05312020-446	423
101.45200.381	1) GENERAL FUND					
2) PARKS	3) UTILITIES					
	UTILITIES	476.30	MUNICIPAL UTILITIES		D-05312020-446	100

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
101.49010.210 2)CEMETERY	1)GENERAL FUND 3)OPERATING SUPPLIES MULCH, HOSE GRASS SEED CEMETERY BOARD MEMORIAL DAY NOTICES	124.89 151.56 47.06 282.19 605.70	ZOSEL'S TRUE VALUE RUNNINGS SUPPLY INC INCIDENTAL FUND MONITOR & NEWS * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446	308 398 414 477
101.49010.210						
101.49200.430 2)UNALLOCATED	1)GENERAL FUND 3)MISCELLANEOUS BEAVER TRAPPING	600.00	GOLDEN/ALAN		D-05312020-446	259
101.49810.235 2)AIRPORT	1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL MATS WATER GARBAGE SERVICE FIRE EXT MAINT MAY RENT OVERHEAD DOOR PARTS GARBAGE SERVICE	13.51 10.95 4.68 115.34 19.50 274.96 4.68 443.62	BENSON LAUNDRY-MAT HOUSE DRIESSEN WATER INC MATTHEISEN DISPOSAL, INC AMERICAN WELDING & GAS I WEST ACRES WATER SYSTEMS BANKCARD CENTER MATTHEISEN DISPOSAL, INC * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-447 M-05312020-447	61 71 16.9 301 364 478 39
101.49810.235				052304		
101.49810.321 2)AIRPORT	1)GENERAL FUND 3)TELEPHONE LOCAL SERVICE	45.01	CENTURYLINK		D-05312020-446	183
101.49810.381 2)AIRPORT	1)GENERAL FUND 3)UTILITIES ELECTRIC ELECT-AIRPORT	704.46 966.00 1,670.46	AGRALITE ELECTRIC COOPER AGRALITE ELECTRIC COOPER * TOTAL	052306	D-05312020-446 M-05312020-447	463 15
101.49810.381						
101.49810.383 2)AIRPORT	1)GENERAL FUND 3)HEATING COST NATURAL GAS	18.18	CENTER POINT ENERGY		D-05312020-446	164
211.45500.201 2)LIBRARY	1)LIBRARY FUND 3)OFFICE SUPPLIES COPIER MAINT PRINTING COPIER MAINT	100.52 13.00 55.61 169.13	LOFFLER COMPANIES-131511 BACKSTREET PRINTING LOFFLER COMPANIES-131511 * TOTAL	052307	D-05312020-446 D-05312020-446 M-05312020-447	223 347 44
211.45500.201						
211.45500.210 2)LIBRARY	1)LIBRARY FUND 3)OPERATING SUPPLIES SUPPLIES	85.74	BANKCARD CENTER		D-05312020-446	474
211.45500.235 2)LIBRARY	1)LIBRARY FUND 3)BUILDING MAINTENANCE & SUPPL MATS GARBAGE SERVICE PLEXIGLASS FIRE EXT MAINT ENAMEL TOILET REPLACEMENTS GARBAGE SERVICE	40.47 37.44 43.14 12.00 4.99 1,410.79 37.44 1,586.27	BENSON LAUNDRY-MAT HOUSE MATTHEISEN DISPOSAL, INC ALSAKER/VALERIE AMERICAN WELDING & GAS I ZOSEL'S TRUE VALUE HAWLEYS INC MATTHEISEN DISPOSAL, INC * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446 M-05312020-447	63 170 284 302 304 327 40
211.45500.235				052304		
211.45500.321 2)LIBRARY	1)LIBRARY FUND 3)TELEPHONE LOCAL SERVICE	90.25	CENTURYLINK		D-05312020-446	184
211.45500.381 2)LIBRARY	1)LIBRARY FUND 3)UTILITIES UTILITIES	313.41	MUNICIPAL UTILITIES		D-05312020-446	101
211.45500.383 2)LIBRARY	1)LIBRARY FUND 3)HEATING COST UTILITIES	56.10	MUNICIPAL UTILITIES		D-05312020-446	102

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
601.49400.313 2)WATER DEPARTMENT	1)WATER FUND 3)CONTRACTED SERVICES BOOSTER PUMP REPAIR COLIFORM TESTING	1,084.00 60.00 1,144.00	WW GOETSCH ASSOCIATES IN UTILITY CONSULTANTS INC * TOTAL		D-05312020-446 D-05312020-446	313 315
601.49400.321 2)WATER DEPARTMENT	1)WATER FUND 3)TELEPHONE LOCAL SERVICE CELL PHONE-WATER	100.10 15.91 116.01	CENTURYLINK VERIZON * TOTAL	039684	D-05312020-446 M-05312020-447	208 17
601.49400.366 2)WATER DEPARTMENT	1)WATER FUND 3)WORKERS COMPENSATION 2019 AUDIT	761.00	CR LEAGUE OF MN CITIES INS		D-05312020-446	417
601.49400.381 2)WATER DEPARTMENT	1)WATER FUND 3)UTILITIES UTILITIES	1,830.54	MUNICIPAL UTILITIES		D-05312020-446	141
602.14300 2)INVENTORY	1)SEWER COLLECTION & DISPOSAL INVENTORY	1,051.96	MILBANK WINWATER WORKS		D-05312020-446	429
602.16590 2)CONSTRUCTION IN PROGRESS	1)SEWER COLLECTION & DISPOSAL 90% FILTER MATERIALS 10% FILTER MATERIALS FILTER FINAL	173,520.00 19,280.00 7,796.65 200,596.65	U.S. WATER SERVICES, INC U.S. WATER SERVICES, INC KHC CONSTRUCTION INC * TOTAL	039685 039685 039686	M-05312020-447 M-05312020-447 M-05312020-447	93 94 97
602.43250.131 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)HEALTH INSURANCE HEALTH INS-HSA FEES	7.90	FURTHER		D-05312020-446	452
602.43250.201 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)OFFICE SUPPLIES WATER, TISSUE	12.28	RUNNINGS SUPPLY INC		D-05312020-446	407
602.43250.209 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)GAS & OIL GAS	347.46	GLACIAL PLAINS COOPERATI		D-05312020-446	132
602.43250.210 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)OPERATING SUPPLIES HAND SANITIZER UPS CHGS JB WELD, WRENCH SET	55.41 47.00 137.43 239.84	MARC GROSSMAN, DEPUTY REGISTR RUNNINGS SUPPLY INC * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446	320 330 408
602.43250.217 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)LAB EQUIPMENT & SUPPLIES TISSUE, DISTILLED WATER	10.97	DOMAT'S FAMILY FOODS		D-05312020-446	337
602.43250.221 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIR PARTS DRILL BIT SET PIPE, PLUG PIPE, PVC BATTERY, FILTER	43.98 2.39 3.98 214.58 264.93	ZOSEL'S TRUE VALUE ABNER SALES RUNNINGS SUPPLY INC NORTHSIDE AUTO * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446	311 335 405 442
602.43250.226 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)MAINTAIN SYSTEM PAIL, LID OIL	5.78 12.35 18.13	RUNNINGS SUPPLY INC DOMAT'S FAMILY FOODS * TOTAL		D-05312020-446 D-05312020-446	406 430
602.43250.235 2)SEWAGE COLLECTION & DISPOSAL	1)SEWER COLLECTION & DISPOSAL 3)BUILDING MAINTENANCE & SUPPL GARBAGE SERVICE FIRE EXT MAINT CHARGE A/C	286.06 108.95 175.26	MATTHEISEN DISPOSAL, INC AMERICAN WELDING & GAS I CRAIGS, INC.		D-05312020-446 D-05312020-446 D-05312020-446	171 287 446

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
602.43250.235	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) BUILDING MAINTENANCE & SUPPL					
	GARBAGE SERVICE	378.49	MATTHEISEN DISPOSAL, INC	039679	M-05312020-447	80
602.43250.235		946.76	* TOTAL			
602.43250.307	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) MANAGEMENT FEES	4,604.75	GENERAL FUND		D-05312020-446	14
	MANAGEMENT FEES					
602.43250.310	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) TESTING SERVICES CONTRACTED	1,147.87	UTILITY CONSULTANTS INC		D-05312020-446	316
	SAMPLE TESTING	104.20	AGVISE LABORATORIES		D-05312020-446	360
602.43250.310		1,252.07	* TOTAL			
602.43250.321	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) TELEPHONE	15.91	VERIZON	039684	M-05312020-447	18
	CELL PHONE-SEWER					
602.43250.366	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) WORKERS COMPENSATION	4,140.00	LEAGUE OF MN CITIES INS		D-05312020-446	418
	2019 AUDIT					
602.43250.381	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) UTILITIES	4,446.20	MUNICIPAL UTILITIES		D-05312020-446	142
	UTILITIES	57.67	AGRALITE ELECTRIC COOPER		D-05312020-446	461
	ELECTRIC	59.05	AGRALITE ELECTRIC COOPER	039681	M-05312020-447	16
602.43250.381		4,562.92	* TOTAL			
602.43250.383	1) SEWER COLLECTION & DISPOSAL					
2) SEWAGE COLLECTION & DISPOSAL	3) HEATING COST	375.81	CENTER POINT ENERGY		D-05312020-446	191
	NATURAL GAS	425.24	CENTER POINT ENERGY		D-05312020-446	436
602.43250.383		801.05	* TOTAL			
604.14300	1) ELECTRIC FUND					
2) INVENTORY CONTROL	LED STREET LIGHTS	1,731.38	JT SERVICES		D-05312020-446	256
	BASEMENTS, CABINETS	9,332.49	JT SERVICES		D-05312020-446	325
604.14300		11,063.87	* TOTAL			
604.15504	1) ELECTRIC FUND					
2) PREPAID ELECTRIC GEN. MAINT.	GENSET ANNUAL SERVICE	21,105.24	ZIEGLER, INC.		D-05312020-446	450
604.22500	1) ELECTRIC FUND					
2) BONDS PAYABLE	PRIN ON LOAN	345,000.00	BB&T GOVERNMENTAL FINANC	039683	M-05312020-447	95
604.49610.223	1) ELECTRIC FUND					
2) POWER PRODUCTION	3) MAINT OF GENRATN EQUIP CONTR	185.00	DGR ENGINEERING		D-05312020-446	265
	ENGINEERING					
604.49610.235	1) ELECTRIC FUND					
2) POWER PRODUCTION	3) BUILDING MAINTENANCE	6.00	AMERICAN WELDING & GAS I		D-05312020-446	288
	FIRE EXT MAINT	54.00	AMERICAN WELDING & GAS I		D-05312020-446	289
	FIRE EXT MAINT	11.70	MATTHEISEN DISPOSAL, INC		D-05312020-446	366
	GARBAGE SERVICE	11.70	MATTHEISEN DISPOSAL, INC	039679	M-05312020-447	79
604.49610.235		83.40	* TOTAL			
604.49610.307	1) ELECTRIC FUND					
2) POWER PRODUCTION	3) MANAGEMENT FEES-POWER PROD	1,595.80	GENERAL FUND		D-05312020-446	211
	MANAGEMENT FEE					
604.49610.381	1) ELECTRIC FUND					
2) POWER PRODUCTION	3) UTILITIES	4,401.68	MUNICIPAL UTILITIES		D-05312020-446	143
	UTILITIES					

Disb. Validation Listing

FUND & ACCOUNT	DESCRIPTION	AMOUNT	VEND/CUST/EXPL	REF/REC/CHK	DATA-JE-ID	LINE#
604.49610.383 2) POWER PRODUCTION	1) ELECTRIC FUND 3) NATURAL GAS NATURAL GAS	22.51	CENTER POINT ENERGY		D-05312020-446	437
604.49630.307 2) TRANSMISSION	1) ELECTRIC FUND 3) MANAGEMENT FEES MANAGEMENT FEE	1,595.80	GENERAL FUND		D-05312020-446	212
604.49640.201 2) DISTRIBUTION	1) ELECTRIC FUND 3) OFFICE SUPPLIES COVID-HAND SANITIZER	54.45	RUNNINGS SUPPLY INC		D-05312020-446	403
604.49640.209 2) DISTRIBUTION	1) ELECTRIC FUND 3) FUEL EXPENSE-VEHICLES GAS	309.40	GLACIAL PLAINS COOPERATI		D-05312020-446	133
604.49640.210 2) DISTRIBUTION	1) ELECTRIC FUND 3) OPERATING SUPPLIES FLAG BRACKETS/STRAPS METER DISPOSAL DRILL BIT, WHEEL, FITTING	481.00 148.40 108.72 738.12	DISPLAY SALES SWIFT CO ENVIRONMENTAL S RUNNINGS SUPPLY INC * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446	270 372 404
604.49640.210						
604.49640.221 2) DISTRIBUTION	1) ELECTRIC FUND 3) EQUIPMENT MAINTENANCE PARTS HANDLE FILTERS	57.90 66.01 123.91	POWER PLAN AUTO VALU BENSON * TOTAL		D-05312020-446 D-05312020-446	322 359
604.49640.221						
604.49640.226 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINTENANCE OF OVERHEAD LINE WIRE	103.06	BORDER STATES ELECTRIC S		D-05312020-446	354
604.49640.227 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINT OF UNDERGROUND LINE SECONDARY PEDESTALS CLAY DRILL	1,364.12 493.14 1,857.26	JT SERVICES DITCH WITCH OF MINNESOTA * TOTAL		D-05312020-446 D-05312020-446	257 263
604.49640.227						
604.49640.229 2) DISTRIBUTION	1) ELECTRIC FUND 3) MAINT OF METERS/AMR NAF-CTS	506.66	DAKOTA SUPPLY GROUP		D-05312020-446	264
604.49640.235 2) DISTRIBUTION	1) ELECTRIC FUND 3) BUILDING MAINTENANCE MATS & TOWELS GARBAGE SERVICE FIRE EXT MAINT GARBAGE SERVICE	28.90 49.44 103.95 11.70 193.99	BENSON LAUNDRY-MAT HOUSE MATTHEISEN DISPOSAL, INC AMERICAN WELDING & GAS I MATTHEISEN DISPOSAL, INC * TOTAL		D-05312020-446 D-05312020-446 D-05312020-446 M-05312020-447	115 172 290 78
604.49640.235				039679		
604.49640.307 2) DISTRIBUTION	1) ELECTRIC FUND 3) MANAGEMENT FEES-DISTRIBUTION MANAGEMENT FEE	4,787.40	GENERAL FUND		D-05312020-446	213
604.49640.321 2) DISTRIBUTION	1) ELECTRIC FUND 3) TELEPHONE INTERNET HOT SPOTS CELL PHONE-SURVEY	144.98 111.03 85.06 341.07	CHARTER COMMUNICATIONS VERIZON VERIZON * TOTAL		D-05312020-446 M-05312020-447 M-05312020-447	339 82 20
604.49640.321				039682 039684		
604.49640.381 2) DISTRIBUTION	1) ELECTRIC FUND 3) UTILITIES UTILITIES	250.91	MUNICIPAL UTILITIES		D-05312020-446	144
604.49640.383 2) DISTRIBUTION	1) ELECTRIC FUND 3) NATURAL GAS UTILITIES	96.00	MUNICIPAL UTILITIES		D-05312020-446	145

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
604.49650.307 2) DEMAND SIDE MANAGEMENT	1) ELECTRIC FUND 3) MANAGEMENT FEES-CIP SALARY MANAGEMENT FEE	797.90	GENERAL FUND	D-05312020-446	222
604.49650.317 2) DEMAND SIDE MANAGEMENT	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES 1ST QTR ASSESSMENT	607.46	MN DEPT OF COMMERCE	D-05312020-446	374
604.49650.475 2) DEMAND SIDE MANAGEMENT	1) ELECTRIC FUND 3) CONSERVATION REBATES LIGHTING RETROFIT LIGHTING REBATE COOLING REBATE-DOKKEN LIGHTING REBATE	587.52 350.00 100.00 58.05 1,095.57	PIONEER FABRICATION DOKKEN/JON HAWLEYS, INC. BENSON BAKERY * TOTAL	D-05312020-446 D-05312020-446 D-05312020-446 D-05312020-446	243 266 267 279
604.49655.131 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) HEALTH INSURANCE HEALTH INS-HSA FEES	3.95	FURTHER	D-05312020-446	453
604.49655.201 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) OFFICE SUPPLIES COPIER PAYMENT MOUSE PAD SUPPLIES COPY PAPER	148.56 99.01 73.00 320.57	DE LAGE LANDEN BACKSTREET PRINTING WEST CENTRAL SALES * TOTAL	D-05312020-446 D-05312020-446 D-05312020-446	193 350 370
604.49655.307 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) MANAGEMENT FEES-CUST ACCTS MANAGEMENT FEE	1,595.80	GENERAL FUND	D-05312020-446	214
604.49655.309 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) DATA PROCESSING SERVICES MONTHLY HOSTING-APRIL MONTHLY HOSTING-MAY	2,211.88 2,211.88 4,423.76	AVENU AVENU * TOTAL	D-05312020-446 D-05312020-446	224 303
604.49655.317 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES METER SERVICE	54.00	AUTOMATED ENERGY INC	D-05312020-446	207
604.49655.318 2) CUSTOMER ACCOUNTS	1) ELECTRIC FUND 3) BILL PRINT SERVICES MONTHLY BILL PRINT	1,109.54	INNOVATIVE SYSTEMS	D-05312020-446	228
604.49659.131 2) CUSTOMER SERVICE	1) ELECTRIC FUND 3) HEALTH INSURANCE HEALTH INS-HSA FEES	4.30	FURTHER	D-05312020-446	454
604.49660.307 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-ADMINISTRATN MANAGEMENT FEE	2,393.70	GENERAL FUND	D-05312020-446	215
604.49660.308 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-FINANCE MANAGEMENT FEE	1,595.80	GENERAL FUND	D-05312020-446	216
604.49660.309 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) MANAGEMENT FEES-SALES MANAGEMENT FEE	1,595.80	GENERAL FUND	D-05312020-446	217
604.49660.317 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) OTHER CONTRACTED SERVICES 114 GOPHER STATE CALLS	153.90	GOPHER STATE ONE CALL	D-05312020-446	148
604.49660.321 2) ADMINISTRATION AND GENERAL	1) ELECTRIC FUND 3) TELEPHONE PHONE MAINT MONTHLY PRI CHARGE LOCAL SERVICE	147.84 400.00 194.13 741.97	CENTURYLINK CENTURYLINK CENTURYLINK * TOTAL	D-05312020-446 D-05312020-446 D-05312020-446	126 187 199
604.49660.321					

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK	DATA-JE-ID	LINE#
604.49660.343	1) ELECTRIC FUND					
2) ADMINISTRATION AND GENERAL	3) ADVERTISING					
	REG ADS	235.50	HEADWATERS MEDIA		D-05312020-446	136
604.49660.343	UTILITY ADS	253.94	MONITOR & NEWS		D-05312020-446	138
		489.44	* TOTAL			
604.49660.611	1) ELECTRIC FUND					
2) ADMINISTRATION AND GENERAL	3) INTEREST EXPENSE					
	INT ON LOAN	35,790.24	BB&T GOVERNMENTAL FINANC	039683	M-05312020-447	96
609.14200	1) LIQUOR FUND					
2) OFF SALE LIQUOR INVENTORY						
	LIQUOR	3,358.30	PHILLIPS WINE & SPIRITS		D-05312020-446	241
	LIQUOR	380.00	PHILLIPS WINE & SPIRITS		D-05312020-446	242
	LIQUOR	1,891.00	JOHNSON BROTHERS LIQUOR		D-05312020-446	250
	LIQUOR	4,788.43	JOHNSON BROTHERS LIQUOR		D-05312020-446	252
	LIQUOR	2,892.19	SOUTHERN GLAZERS OF MN	0251993	M-05312020-447	65
	LIQUOR	4,881.38	BREAKTHRU BEVERAGE MINNE	0251994	M-05312020-447	67
	LIQUOR	2,692.90	BELLBOY CORPORATION	0251995	M-05312020-447	69
	LIQUOR	438.45	PHILLIPS WINE & SPIRITS	0251998	M-05312020-447	72
	LIQUOR	744.80	PHILLIPS WINE & SPIRITS	0251998	M-05312020-447	73
	LIQUOR	2,021.00	JOHNSON BROTHERS LIQUOR	0251999	M-05312020-447	75
	LIQUOR	1,788.20	JOHNSON BROTHERS LIQUOR	0251999	M-05312020-447	76
		25,876.65	* TOTAL			
609.14200	1) LIQUOR FUND					
2) OFF SALE WINE INVENTORY						
	WINE	1,604.10	JOHNSON BROTHERS LIQUOR		D-05312020-446	251
	WINE	1,141.70	JOHNSON BROTHERS LIQUOR		D-05312020-446	253
	WINE	492.00	BREAKTHRU BEVERAGE MINNE	0251994	M-05312020-447	66
	WINE	440.00	BELLBOY CORPORATION	0251995	M-05312020-447	68
	WINE	1,189.99	JOHNSON BROTHERS LIQUOR	0251999	M-05312020-447	74
	WINE	435.43	JOHNSON BROTHERS LIQUOR	0251999	M-05312020-447	77
		5,302.80	* TOTAL			
609.14205	1) LIQUOR FUND					
2) OFF SALE BEER INVENTORY						
	BEER CREDIT	121.00	BEVERAGE WHOLESALERS INC		D-05312020-446	116
	BEER	7,818.50	H. BOYD NELSON		D-05312020-446	134
	BEER	210.00	TALKING WATERS BREWING C		D-05312020-446	234
	BEER	617.00	TALKING WATERS BREWING C		D-05312020-446	235
	BEER	175.40	ARTISAN		D-05312020-446	283
	BEER CREDIT	2,222.40	BEVERAGE WHOLESALERS INC		D-05312020-446	341
	BEER	3,868.00	BEVERAGE WHOLESALERS INC		D-05312020-446	342
	BEER	1,888.00	BEVERAGE WHOLESALERS INC		D-05312020-446	343
	BEER	311.20	BEVERAGE WHOLESALERS INC		D-05312020-446	344
	BEER	6,117.44	BEVERAGE WHOLESALERS INC		D-05312020-446	345
	BEER	343.00	H. BOYD NELSON		D-05312020-446	430
	BEER	13,073.00	H. BOYD NELSON		D-05312020-446	433
	BEER	140.00	H. BOYD NELSON		D-05312020-446	434
	BEER	2,600.00	H. BOYD NELSON		D-05312020-446	435
	BEER	8,331.00	H. BOYD NELSON		D-05312020-447	21
	BEER	1,420.00	H. BOYD NELSON	0251999	M-05312020-447	58
	BEER CREDIT	1,000.00	H. BOYD NELSON	0251999	M-05312020-447	59
	BEER CREDIT	11,234.44	H. BOYD NELSON	0251999	M-05312020-447	60
	BEER	1,888.00	BEVERAGE WHOLESALERS INC	0251999	M-05312020-447	61
	BEER	7,700.00	BEVERAGE WHOLESALERS INC	0251999	M-05312020-447	62
	BEER	330.00	BEVERAGE WHOLESALERS INC	0251999	M-05312020-447	63
	BEER	5,331.00	BEVERAGE WHOLESALERS INC	0251999	M-05312020-447	64
	BEER	373.00	TALKING WATERS BREWING C	0251999	M-05312020-447	70
	BEER	3,590.00	ARTISAN	0251999	M-05312020-447	71
		67,714.78	* TOTAL			
609.14210	1) LIQUOR FUND					
2) LIQUOR	3) HEALTH INSURANCE					
	HEALTH INS-HSA FEES	7.90	FURTHER		D-05312020-446	455
609.49750.201	1) LIQUOR FUND					
2) LIQUOR	3) OFFICE SUPPLIES					
	TAPE, TONER	51.88	BACKSTREET PRINTING		D-05312020-446	351

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
609.49750.210	1) LIQUOR FUND				
2) LIQUOR	3) OPERATING SUPPLIES				
	COVID-BLEACH, TAPE	4.38	DAROLD'S SUPER VALUE	D-05312020-446	123
	COVID MASKS	24.00	BRENS THRIFTY WHITE DRU	D-05312020-446	272
	BATTERY CLEANER	433.52	ZOSEL'S TRUE VALUE	D-05312020-446	310
	ARTWORK, NUMBERS	423.75	BACKSTREET PRINTING	D-05312020-446	352
	BAGS	500.22	WEST CENTRAL SALES	D-05312020-446	371
609.49750.210		164.87	* TOTAL		
609.49750.235	1) LIQUOR FUND				
2) LIQUOR	3) BUILDING MAINTENANCE & SUPPL				
	SALT	24.37	DRIESSEN WATER INC	D-05312020-446	121
	GARBAGE SERVICE	178.21	MATTHEISEN DISPOSAL, INC	D-05312020-446	173
	CLEANER UNINAL CLEANER	220.64	MARC	D-05312020-446	248
	ANNUAL AUTO FRYER INSPEC	100.00	KORSMO FIRE PROTECTION	D-05312020-446	249
	PEST CONTROL	42.75	BRANESS PEST CONTROL	D-05312020-446	274
	FIRE EXIT MAINT	30.00	AMERICAN WELDING & GAS I	D-05312020-446	291
	GARBAGE SERVICE	213.51	MATTHEISEN DISPOSAL, INC	025189 M-05312020-447	57
609.49750.235		815.48	* TOTAL		
609.49750.254	1) LIQUOR FUND				
2) LIQUOR	3) OFF SALE MIX PURCHASES				
	ICE	481.22	ARCTIC GLACIER USA INC	D-05312020-446	112
	OFF SALE MIX	212.46	PEPSI	D-05312020-446	149
	MIX	367.30	VIKING COCA COLA BOTTLIN	D-05312020-446	155
	POP	107.30	AMERICAN BOTTLING COMPAN	D-05312020-446	282
609.49750.254		1,168.28	* TOTAL		
609.49750.292	1) LIQUOR FUND				
2) LIQUOR	3) ON-SALE MISC PURCHASES				
	PIZZAS	40.00	HARRYS FROZEN FOOD	D-05312020-446	135
609.49750.307	1) LIQUOR FUND				
2) LIQUOR	3) MANAGEMENT FEES				
	MANAGEMENT FEES	2,355.00	GENERAL FUND	D-05312020-446	16
609.49750.310	1) LIQUOR FUND				
2) LIQUOR	3) CONTRACTED SERVICES-CLEANING				
	LIQUOR STORE CLEANING	825.00	BENSON/KIMBERLY	D-05312020-446	4
609.49750.321	1) LIQUOR FUND				
2) LIQUOR	3) TELEPHONE				
	LOCAL SERVICE	43.94	CENTURYLINK	D-05312020-446	128
609.49750.343	1) LIQUOR FUND				
2) LIQUOR	3) ADVERTISING				
	LIQUOR ADS	154.73	MONITOR & NEWS	D-05312020-446	139
609.49750.360	1) LIQUOR FUND				
2) LIQUOR	3) INSURANCE				
	2019 AUDIT	451.00	LEAGUE OF MN CITIES INS	D-05312020-446	421
609.49750.381	1) LIQUOR FUND				
2) LIQUOR	3) UTILITIES				
	UTILITIES	734.04	MUNICIPAL UTILITIES	D-05312020-446	146
609.49750.383	1) LIQUOR FUND				
2) LIQUOR	3) HEATING COST				
	UTILITIES	62.40	MUNICIPAL UTILITIES	D-05312020-446	147
609.49750.433	1) LIQUOR FUND				
2) LIQUOR	3) LICENSES				
	HOSPITALITY FEE	40.00	MN DEPARTMENT OF HEALTH	D-05312020-446	443
609.49750.438	1) LIQUOR FUND				
2) LIQUOR	3) LAUNDRY				
	MATS, TOWELS, & MOPS	50.92	BENSON LAUNDRY-MAT HOUSE	D-05312020-446	114
	MATS	38.19	BENSON LAUNDRY-MAT HOUSE	D-05312020-446	363
609.49750.438		89.11	* TOTAL		

Disb. Validation Listing

FUND & ACCOUNT.....	DESCRIPTION.....	AMOUNT	VEND/CUST/EXPL.....	REF/REC/CHK DATA-JE-ID	LINE#
653.43240.307 2) GARBAGE DISPOSAL	1) GARBAGE COLLECTION FUND 3) MANAGEMENT FEES MANAGEMENT FEES	798.00	GENERAL FUND	D-05312020-446	51
653.43240.310 2) GARBAGE DISPOSAL	1) GARBAGE COLLECTION FUND 3) CONTRACTED SERVICES GARBAGE CONTRACT	8,662.00	MATTHEISEN DISPOSAL, INC	D-05312020-446	7
653.43240.384 2) GARBAGE DISPOSAL	1) GARBAGE COLLECTION FUND 3) REFUSE DISPOSAL TIPPING FEES RESIDENTIAL GARB DISP	4,621.00 10.00 4,631.00	SWIFT CO ENVIRONMENTAL S SWIFT CO ENVIRONMENTAL S * TOTAL	D-05312020-446 D-05312020-446	154 373

GOVERNMENT FINANCIAL SYSTEM
6/10/2020 8:12:33

Disb. Validation Listing

CITY OF BENSON
GL304L-V08.14 PAGE 17

TOTAL NUMBER OF RECORDS PRINTED

427

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL FUND	62,912.22
211	LIBRARY FUND	2,300.90
231	SMALL CITIES GRANT FUND 2013	46.00
515	ECONOMIC DEV. AUTHORITY FUND	10,000.00
530	NSP (XCEL ENERGY) GRANT FUND	5,453.45
601	WATER FUND	17,438.35
602	SEWER COLLECTION & DISPOSAL	218,873.58
604	ELECTRIC FUND	447,189.23
609	LIQUOR FUND	105,897.86
653	GARBAGE COLLECTION FUND	14,091.00
TOTAL ALL FUNDS		884,202.59

BANK RECAP:

BANK	NAME	DISBURSEMENTS
GREN	GENERAL BANK CHECKING ACCT	65,259.12
LIOR	LIQUOR FUND	105,897.86
NAVY	ENTERPRISE FUNDS	697,592.16
RUST	ECONOMIC DEV. AUTHORITY CHKN	15,453.45
TOTAL ALL BANKS		884,202.59