

**City Council Meeting Agenda
City Council Chambers
September 3, 2019**

City of Benson Mission Statement

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

Page	1.	5:30 p.m. Call the Meeting to Order at the Benson City Council Chambers (Mayor)	
	2.	Pledge of Allegiance	
	3.	Approval of Agenda Additions? <input type="checkbox"/> None 1. _____ 2. _____ Any Consent Agenda items to be moved to a regular agenda item? Approval of Agenda ____ as Presented or ____ Revised	Action Requested
	4.	Consent Agenda:	Action Requested
2-4	a.	Minutes:	
5-6		▪ 8.19.2019 City Council Meeting	
7-9		▪ 6.17.2019 EDA Meeting	
		▪ Amend August 5, 2019 City Council Minutes	
10-11	b.	Correspondence:	
		▪ Public Works Report	
	c.	Donations:	
		▪ Laura Larson – Beautify Benson - \$20	
	d.	Electronic Transfers:	
		Payroll: \$92,445.68	
		Journal: \$0	
	5.	Persons With Unscheduled Business to Come Before the Council	
12-18	6.	Airport Maintenance & Operation Grant Contract with the State of Minnesota	Action Requested
19-21	7.	Potential Expansion of Alliance Pipeline	Information Only
22	8.	Benson Golf Club Request for Support – Ribfest 2019 - \$2,500	Action Requested
23	9.	League of Minnesota Cities Regional Meetings – Benson October 9, 2019	Information Only
24-29	10.	Capital Authorization Request – Water Department Pick-up \$42,166.68	Action Requested
	11.	Fall Bus Tour	Information Only
	12.	Adjourn: Mayor	Action Requested

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

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
AUGUST 19, 2019**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Jon Buyck, Mark Schreck & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Dan Gens, Police Chief Ian Hodge, Molly Hanson of Hanny's Bar & Grill, Liz Wefel with the Coalition of Greater Minnesota Cities (CGMC) and Roxy Lewis.

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes or additions to the agenda. To which there were none. It was moved by Evenson, seconded by Schreck and carried unanimously to approve the agenda.

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

- August 5, 2019 City Council Minutes
- Donations:
 - SW Initiative Fund – Fire Dept. Turn-out Gear - \$5,500.00
 - Rec – T-Shirts Beautify Benson - \$84.00
 - Brightmark Energy – Beautify Benson - \$1,000.00
 - Library Patrons - \$35.32
 - Ruth Plackner – Library - \$20.00
- Electronic Transfer to Payroll: August 15, 2019 - \$101, 088.26
- Electronic Transfer Journal Entries: July 2019 - \$1,363,684.40

The Mayor asked for anyone with unscheduled business to which there was none.

Hanson approached the Council and introduced herself. She said Hanny's Bar & Grill, Inc. is planning a Grand Opening event for August 31, 2019. Weather permitting they would like to hold part of the celebration out in their parking lot. They will have food and entertainment, and plan to fence off the area. She is requesting the use of the public sidewalk in order to get their patrons from the building out to the parking lot. They will fence the sidewalk from the door to the east parking lot, which will also have a fence around it. She said they plan on having music until 11:30 p.m., and are currently obtaining an outdoor event food license from Countryside Public Health. There was discussion on quiet time. Chief Hodge said they will patrol the area like they do for the Kid Day street dance. After discussion, it was moved by Schreck, seconded by Olson and carried unanimously to approve Hanny's Bar and Grill to use the public right of way sidewalk to enable patrons to travel to the outdoor Grand Opening Event.

Liz Wefel from the Coalition of Greater Minnesota Cities approached the Council and discussed the 2019 Legislative Update. She thanked the Council for their continued support.

Wolfington shared with the Council the owner of 501 – 16th St. S. has had a settlement with their insurance company after a fire destroyed the house. He said the City has received their contingency payment in the amount of \$30,000 through City Attorney Wilcox. He went on to say the utilities are all being disconnected and he presented a proposal for demolition. After discussion, it was moved by Evenson, seconded by Olson and carried unanimously to approve the demolition proposal for 501 – 16th St. S. from T & K Kennedy Excavating in the amount of \$29,188.00.

Wolfington informed the Council of the Missouri River Energy Services Policy Makers Dinner September 5, 2019 in Alexandria, MN. Three Council members expressed interest. It was noted a Quorum of the Council will be advertised for this meeting.

The Benson Women of Today sent correspondence asking to use the Armory for their 17th Annual Holiday Expo in October. After discussion, it was moved by Olson, seconded by Schreck and carried unanimously to approve waiving the rental fee at the Armory for the Benson Women of Today's Holiday Expo on October 19, 2019.

Wolfington presented the Ziegler Power Systems Level 3 Cooling System Service Agreement for the power plant engines. After discussion, it was moved by Schreck, seconded by Buyck and carried unanimously to approve the customer support agreement with Ziegler Power Systems in the amount of \$54,425.00

Next Wolfington discussed staff is in the process of renewing the air permit at the power plant. Emission testing is a requirement of the air permit. A proposal for professional services was reviewed. After discussion, it was moved by Evenson, seconded by Buyck and carried unanimously to accept the proposal for professional services from Comprehensive Emission Services at a cost of \$1,500 for travel and \$2,150 per engine.

Wolfington received a memo from Moss & Barnett regarding the summary of the Federal Communications Commission 621 order outlining the impact on franchise fees received by the City. This order will hopefully trigger an agreement with Charter soon.

Next Wolfington presented reference material for discussion. The Xcel property tax statement was reviewed. Of the taxes they pay approximately 55% goes to the City, 18% to the School and 25% to the County. There were two agreements; first a draft agreement between the City and the Civic Center Board, the other was a draft lease agreement between the Civic Center Board and the School. Both agreements were for the north end of the Civic Center. The agreements have the Civic Center Board making improvements to the north end of the Civic Center, and the School then leasing it. Next he said if the City purchases the Fibrominn land, and Brightmark Energy isn't simultaneously ready to purchase, the City will inherit a large tax burden for taxes payable in 2020. TIF on this land was discussed. When the demolition of the Xcel Power Plant is finished, we will lose roughly 25% of our tax capacity. Wolfington then asked the Council to give direction for the 2020 budget and direction on the agreement with the Civic Center Board to renovate the north end of the Civic Center. There was discussion on whether to share the two payments in lieu of taxes and if so how to distribute it.

First was discussion on the distribution of the Payment in lieu of taxes. The lease spells out the school would make annual payments of \$50,000 for 5 years and two balloon payments at \$125,000 each, totaling \$500,000 which is the cost to renovate the area. The School could use their share of the Xcel payment to put toward the agreement, or they could use the funds for something else. The Civic Center Board will have \$15,000 in expenses annually, leaving \$35,000 to reimburse to the City. After discussion, it was moved by Evenson to distribute the payment in lieu of taxes to the School and County based upon the taxes payable on the property for the last full tax year prior to removal. It was seconded by Olson. The following vote was recorded: AYES: Olson, Evenson, Collins, Buyck NAYS: Schreck. The motion carried.

Next was discussion on the draft agreement between the City and Civic Center Board. It was moved by Evenson to approve the agreement to advance the Civic Center Board \$500,000 for renovation of the north end of the civic center provided that they enter into the lease with the school. It was seconded by Olson and the following vote was recorded: AYES: Olson, Buyck, Evenson, Collins NAYS: Schreck. The motion carried

The CGMC's 2020 dues for the City of Benson were presented. It was moved by Schreck, seconded by Evenson and carried unanimously to approve the 2020 CGMC dues in the amount of \$5,855.

Wolfington also presented the request for support of the Voluntary Assessment for Environmental Action Fund, which helps to continue funding for a proactive environmental program. After discussion, it was moved by Evenson, seconded by Schreck and carried unanimously to approve the 2020 Voluntary Assessment for Environmental Action fund in the amount of \$954.

The Council reviewed the July Budget Report. Pederson noted the entire first half of the LGA payment was received.

It was moved by Evenson, seconded by Schreck and carried unanimously to approve the bills and warrants in the amount of \$556,051.06.

Upcoming City Council meetings were discussed. The next regular City Council Meeting will be on Tuesday, September 3, 2019. There will be a Special City, County Swift County-Benson Healthcare Services meeting on Monday, September 9, 2019. Wolfington suggested there be a change in the following regular Council meeting date from September 15, 2019 to September 23, 2019. After Discussion, it was moved by Schreck, seconded by Olson and carried unanimously to move the regularly scheduled meeting on September 16 to September 23, 2019.

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 6:27 p.m.

Mayor

City Clerk

EDA Meeting

June 17, 2019

Members Present: Jack Evenson, Sheryl Madden, Dan Enderson, Mark Schreck, Dave Martin, Laura Ostlie and Rob Wolfington
Members Absent: Pat Hawley, Dave Martin and Linda Hodge
Also Present: Brian Samuelson

Chairman Evenson called the meeting to order at 7:30 a.m.

It was moved by Schreck, seconded by Madden and carried unanimously to approve the April 15, 2019 EDA minutes. It was moved by Madden, seconded by Schreck and carried unanimously to approve the April 24, 2019 Special EDA minutes.

Meander Request for Support

The Meander is the regional art crawl which covers Big Stone, Yellow Medicine, La qui Parle, Swift and Chippewa counties. Last year 37 artists participated, which brought 1,500 visitors from across the country, and the artists take in about \$3,000 each. Money is also brought into the towns for food, gas and other items. There was discussion about Prairie Waters tourism. Laura has a box of Prairie Waters brochures here for the EDA members. After discussion, it was moved by Enderson, seconded by Madden and carried unanimously to contribute in 2019 the same amount as 2018.

Update on Benson Power Demolition

Xcel has awarded the bid for demolition which is a company out of Mankato. There will be an engineering firm on site to manage the demolition. Wolfington said there was a pre-demolition meeting last week, and next week they will mobilize for demolition. They expect to be done by the end of November 2019.

Update on Brightmark Energy Project

Wolfington stated Bob Powell will be in town for the Mayor's Mingle in July. Brightmark is in the audit phase for the next 60 days, and if all goes well, they will make a down payment. They have signed a letter of intent, which expires the end of June. The City has re-negotiated the letter of intent to extend it another 90 days. At the City Council meeting, there will be an action item to update the Wastewater plant, which needs to be done, as well as look at expanding capacity.

Minnesota Public Utilities Commission Update

The MnPUC requires the City to turn in a report of how we spend the Xcel Grant funds each year. So far we have received \$10.5 million. The City has spent \$63,097. This included \$46,022 in consulting services, \$14,531 in travel and marketing and \$2,522 in miscellaneous expenses.

2nd Xcel Grant Payment

The City has received the second grant payment in the amount of \$6,500,000. Evenson asked if there are the same restrictions on the interest as the actual funds and how we spend them. Wolfington said yes.

Loan Profile

The loan profile was reviewed. It was discussed that Grace & Thorns loan payment has bounced for a second time, and they are 2 months behind on their utility bill.

Other Business

Wolfington noted the City Council will review the bids on the new arrival/departure building at the airport. It is a 1,000 sq. foot building with two bathrooms. The project is 95% paid for through state and federal funds. The City will pay the balance which will be around \$34,000.

Wolfington noted the remains of World War II veteran Lt. William McGowan were returned, and he will be buried in 2020 at Normandy. Wolfington talked about possibly naming the new arrival/departure building after him. The swimming pool park was named after him. His Father is a World War I veteran that was a medic.

Enderson said the rest of the year will be busy at the hospital with the CentraCare merger. There will be a decision on July 10 whether to lease the building to CentraCare or to have a sale of assets.

Wolfington discussed BNSF is coming to discuss railroad operations with the City. There are 3 issues he and the Mayor and another Council member will discuss; 1) the railroad bridge on west Hwy 9 causing ice jams in the spring 2) removing a 60' pole not being used by City Hall on railroad property 3) Trade land for parking across from City Hall 4) discuss the elevator property.

The Gusties's Road Grant has not been awarded yet, but should be announced any day. It will be a \$4 million project, split 50-50 with the railroad.

There being no other business, it was moved by Schreck seconded by Madden and the meeting was adjourned at 8:02 a.m.

Chairman

Secretary

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
AUGUST 5, 2019**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Jon Buyck, Mark Schreck & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Dan Gens, Police Chief Ian Hodge, Police Sergeant Paul Larson, City Attorney Ben Wilcox, City Building Official Mike Jacobson, Helen Flodstrom, Mark Anderson, Jeff Anderson, Zack Moe, Allie Geerdes, James O'Leary, Steve Benson, MRES Regional Supervisor Jeff Bectold, Roxy Lewis and Bill McGeary.

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes or additions to the agenda. The following items were added to the agenda: MS Bike-a-Thon, and the status of 501 – 16th St. S. It was moved by Evenson, seconded by Buyck and carried unanimously to approve the amended agenda.

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

- 7.15.2019 City Council Minutes
- 7.22.2019 Special City Council Minutes
- 7.1.2019 Planning Commission Minutes
- Benson's 89th Kid Day Final Report
- Countryside Public Health Tobacco Compliance Report
- Donations:
 - Rose Collins - \$12.00 Tee Shirt
 - Rose Collins - \$8.00 Mayor's Mingle Donation
 - SCHB/Parkview Manor - \$703.00 – Kid Day
 - SCHB/Parkview Manor - \$200.00 – Kid Day
 - Kathy Jenner - \$40.00 – Beautify Benson
 - Benson Patrons - \$4,595.00 – Mayor's Mingle
 - Benson Patrons – 571.00 – Tee Shirt Sales
 - Benson Patrons - \$5,289.00 – Mayor's Mingle Silent Auction
 - Rec - \$368.00 – Bike Tram Bus Tickets
- Electronic Transfer to Payroll: July 18, 2019 - \$103,657.82
- Electronic Transfer Journal Entries: June 2019 - \$8,210,634.16 and August 1, 2019 - \$122,773.07

The Mayor asked for people with unscheduled business. James O'Leary addressed the Council, asking to change the City Ordinance on ATV operation in the City of Benson. He presented an ordinance from Montevideo, MN to the Council. He said he has visited with Police Chief Hodge. Mayor Collins said the Council will look through the sample ordinance and let O'Leary know when the Council is ready to discuss this.

Mayor Collins re-opened the Public Hearing at 5:30 p.m. on a hazardous house at 801 Kansas Avenue. This is a continuation of the public hearing from the July 15, 2019 Council meeting. Flodstrom approached the Council. Wilcox approached the Council and said Flodstrom's Attorney, Matt Franzen got out of Court late today and asked to be present via phone, to which the City Council agreed. Franzen introduced himself as Flodstrom's Attorney. He went on to explain the homeowner (Flodstrom) had hired her own home inspector Chad Sportel of Sportel Home Inspections, LLC. Sportel stated his findings from his July 19, 2019 inspection of 801 Kansas Ave. Franzen continued on to list the issues and what the

→ July 22, 2019

homeowner has been working on inside and outside of the house, and feels she has met several of the items on the list and asked the City of Benson to give her another month to continue working on repairs, then have Building Official Jacobson inspect what has been done. Wilson said he lives next door and has not seen any activity at the Flodstrom house to indicate construction repairs. Jacobson approached the Council and said no permits have been taken out for any work at the property. He went on to say he is requiring licensed contractors to do the work at the property. All work must meet the building codes. The State Electrical Inspector is required to inspect any electrical repairs. There was discussion by the Council whether to extend the date of completion on the original order to raze or repair, which is August 29, 2019. It was then moved by Olson to extend the order to raze and repair date to 30 days from August 29, 2019 contingent upon Flodstrom securing the proper permits by August 29, 2019. It was seconded by Buyck and the following vote was recorded: AYES: Olson, Buyck, Collins NAYES: Schreck, Evenson. The motion carried. Benson questioned why is it taking so long to get this property cleaned up? Wilcox answered the City was invited into the house. Previous orders were for clean up on the outside. Wilson discussed the fence falling on his yard and questioned if it was on his property when it was put up. Flodstrom said Jacobson helped measure when the fence was placed. Jacobson stated it is the homeowner's responsibility to survey for accurate lot lines, and the City does not survey. Benson said there is an inappropriate message spray painted on the fence, and it should be torn down. Moe said he has been killing rats in his yard he feels are coming from the Flodstrom property. He added his puppy got ahold of a poisoned rat and nearly died. The other neighbors agreed the rats they have seen are coming from the property. Schreck asked if the City can order pest control. Flodstrom agreed to let Jacobson into the out buildings to be sure there are no rats living in them within 1-2 days. It was moved by Evenson, seconded by Schreck and carried unanimously to approve closing the Public Hearing at 6 p.m.

McGeary approached the Council on behalf of the Civic Center Board to discuss a proposed agreement to remodel the North end of the Civic Center for indoor recreation. It is estimated that \$500,000 is needed to complete the project. The School is interested in renting the space for the gymnastics program. Wolfington suggested the funds come from the General Fund and General Capital Outlay Fund. The Civic Center Board would make the improvements and enter into a lease agreement with the school to pay a \$50,000 annual lease payment to the Civic Center Board, with two balloon payments of \$125,000. The Civic Center Board would use a portion of the \$50,000 lease payments to pay for operating costs and then return the remaining balance back to the City. Wolfington went on to say Xcel is making payments to the City of Benson in lieu of taxes for two years. He discussed possibly sharing this money with the School District and the County. He suggested the School's share could go towards the lease balloon payments. Wolfington also cautioned the figures being used for fixing the north end of the civic center are from bids taken by the school in 2017 and could be higher now. He said the other option is to develop the space into industrial rental. After discussion, it was the consensus of the Council to hold off on the proposed agreement at this time.

It was moved by Buyck, seconded by Evenson and carried unanimously to approve the Pioneerland Library System's 3rd quarter funding request in the amount of \$22,127.25. There was a 2020 budget request from Pioneerland Library System for 2020. The Council agreed to review the request when working on the 2020 budget.

It was moved by Evenson, seconded by Olson and carried unanimously to approve a 2020 budget funding request from the Southwest Initiative Foundation in the amount of \$1,046.00.

Wolfington discussed the need to reestablish local access channel 180 after equipment failures and losing the connection at the high school. He said he sent a letter requesting a lead to be brought into the Council Chambers at City Hall. He has not heard back from Charter. He presented a quotation from Alpha Video and is asking for authorization to purchase the equipment necessary to run the channel. He said he will not purchase the equipment until he hears back from Charter. After discussion it was moved by Evenson, seconded by Olson and carried unanimously to authorize Wolfington to purchase the equipment once service is established, in the amount of \$18,360.00.

There were two pay requests from Stantec. It was moved by Buyck, seconded by Schreck and carried unanimously to approve engineering for chlorine damage remediation in the amount of \$7,879.17. It was moved by Schreck, seconded by Evenson and carried unanimously to approve engineering for the Wastewater Treatment Filter Replacement in the amount of \$17,441.00.

Next was a request for a second payment from O'Day Equipment LLC for the above ground duel fuel system at the airport. It was moved by Schreck, seconded by Olson and carried unanimously to approve the second payment request to O'Day Equipment LLC in the amount of \$85,000.00.

Wolfington presented an authorization to proceed with the construction of the new arrival/departure building at the airport. After discussion, it was moved by Schreck, seconded by Evenson and carried unanimously to authorize Wolfington to sign the agreement to proceed with construction of the new arrival departure building.

Next Wolfington said the Line Department has completed 75 overhead to underground electric services so far this year. Goff Electric has the contract to do this work. They will be short some supplies before the project is finished. Wolfington presented a capital outlay request to purchase materials to finish this year's project. It was moved by Evenson, seconded by Buyck and carried unanimously to approve the capital outlay purchase for material in the amount of \$9,384.00.

Next Wolfington discussed a request from Swift County-Benson Healthcare Services to hold a joint City, County, and Hospital meeting to discuss the hospital reorganization. After discussion, it was moved by Buyck, seconded by Evenson and carried unanimously to set a special joint City Council, County, Hospital board meeting on September 9, 2019 at 5:30 p.m.

Pederson reviewed the June budget report. He discussed an early Local Government aid payment and higher department expenditures.

Next was a contract for repairing the chlorine damage at the water treatment plant. Wolfington said he expected to have the contract, but hasn't received it yet and suggested to the Council they table this item until the contract comes in. After discussion, it was moved by Schreck, seconded by Evenson and carried unanimously to authorize the Mayor to sign the contract when it arrives.

The house at 501 - 16th St. S. had a fire in it. Wolfington expressed his desire to get the home taken down as it is unsafe. He informed the Council the City has an escrow for 25% of the proceeds of the insurance money secured for abatement. Wolfington said Jacobson determined it is dangerous. The homeowner hasn't signed off with the City as of yet to allow abatement.

The Mayor discussed the success of the 2019 Kid Day activities.

Collins and Evenson said the MS Bike-a-Thon was a success. There were 400 bikers and 125 support staff that came through Benson. The Mayor thanked all the volunteers for their work put into the event. Wolfington gave Kudos to Mayor Collins for all her hard work with the flowers, the Mayor's Mingle and the MS Bike-a-Thon.

There being no further business to come before the Council upon motion by Evenson, seconded by Buyck and carried unanimously to adjourn the Council meeting at 6:51 p.m.

Mayor

City Clerk

Public Works Report September 2019

Again rain has impacted a lot of this year's season. We all know rain doesn't just impact what we can get done on our own here in the city but also help we can get from others. We seem to be doing ok though. We will get projects wrapped up for the year with a hard push and some strong begging right up to the end.

We have had a lot of personnel and duty changes this year. Water/Wastewater has 3 new people plus we took over for PeopleService. Electric has two new people and John got shifted to head of the department. All is going well but it takes time to train new people and take on new responsibilities. Next year brings the possibility of more changes with retirements looming.

We will not be able to catch up with all the sinkholes and collapsed catch basin and manholes so next year will probably be just a year of small repairs. Playing catch up, patch and repair may be the future of streets and utilities.

The guys have done a great job and worked very hard. Benson has a great crew!

Electric:

- This year's project north of town is on track to be done in plenty of time to put up Christmas Lights.

Parks:

- Another rough year to be a parks guy with all the rain, second wettest on record.

Water:

- Water will be busy well into the off season with insurance repairs and the issues with the sand filters. Pool updates went well but the season is always too short.

Wastewater:

- Filter repairs are moving forward as rehab rather than replacement. Hopefully the saved monies can be used for other needed repairs. The Jet truck ran 3 days a week all summer and still going. We will have the whole south side sanitary sewers cleaned and mostly televised.

Streets:

- This year has gone smoother for asphalt. We have been able to bring them in more often so projects don't sit open. Always busy and will be until the snow flies.

Public Works Report September 2019

Benson has 186 blocks of streets on the South side of town and 153 blocks on the North side of town.

In 2014 an evaluation was done on the streets using DOT standards and rating system. Streets were rated 1 – 5. 1 being a street with no useful life left and 5 being a street in good condition.

40 blocks were rated as 1's

51 blocks were rated as 2's

127 blocks were rated as 3's

85 blocks were rated as 4's

31 blocks were rated as 5's

The street department does about 3-6 blocks of road repair/replacement every year.

More than half the blocks in town have water, sewer, and storm sewer under them. Some of the utilities are newer, many are not. The sewer line we replaced a few years ago that carried 80% of the city sewage to the wastewater plant was installed in 1920.

As the City moves forward in search of new business and other pursuits we need to keep in mind that it's the City infrastructure that makes it all possible.

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A7601-MO20

State Project Number (S.P.): A7601-MO21

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Benson acting through its City of Benson–City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2020 and State Fiscal Year 2021.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2019, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$27,445 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$54,890 (State fiscal years 2020 and 2021).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist
Address: Office of Aeronautics, 222 East Plato Boulevard
Telephone: (651) 234-7240
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Robert Wolfington, City Manager
Address: 1410 Kansas Avenue, Benson, MN 56215
Telephone: (320) 843-4775
E-Mail: Rob.wolfington@co.swift.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in

action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; 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 or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Benson as follows:

1. That the state of Minnesota Contract Number 1033463,
"Airport Maintenance and Operation Grant Contract," at the
Benson Municipal Airport is accepted.
2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Benson.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



Alliance Capacity Expansion Project
7701 France Ave S
Edina, MN 55435

August 12, 2019

Mr. Glen Pederson
Clerk
City of Benson
753 W Lake Dr
Starbuck, MN 56381

Dear Mr. Pederson:

On behalf of Alliance Pipeline, LLC (Alliance)¹, I am writing to notify you of a potential expansion to the Alliance System, as well as the company's plans to communicate about the project with landowners.

Alliance owns, operates and maintains its Alliance System, which is comprised of a 2,391-mile natural gas transmission pipeline system that has been safely and reliably operating across Canada and the U.S. since 2000. The Alliance System traverses through British Columbia, Alberta, Saskatchewan, North Dakota, Minnesota, Iowa, and Illinois. Over the last few years, there has been market interest in increasing the Alliance System's delivery capabilities. Because capacity on the Alliance System is nearly fully utilized, Alliance has been exploring options to meet market demand for domestic supplies of natural gas by expanding the System's capacity. As recently as last year, we evaluated adding capacity by installing new compression facilities in the U.S. and Canada. At that time, details of the project were communicated to public officials and affected landowners. Ultimately, that project lacked adequate commercial support and was not pursued.

Alliance is now exploring whether there is commercial support for a capacity expansion project that would be limited to the U.S. As currently proposed, the Alliance Capacity Expansion Project (ACEP) consists of two main parts: The first part concerns the construction, installation, and operation of the following seven new compressor stations along the Alliance System:

- Maxbass Compressor Station -- Bottineau County, North Dakota
- Munster Compressor Station -- Wells County, North Dakota
- Lisbon Compressor Station -- Ransom County, North Dakota
- Benson Compressor Station -- Swift County, Minnesota
- Mankato Compressor Station -- Nicollet County, Minnesota
- New Hampton Compressor Station -- Chickasaw County, Iowa
- Calamus Compressor Station -- Clinton County, Iowa

¹ Alliance Pipeline Limited Partnership (Alliance Canada) owns the Canadian portion of the Alliance Pipeline system. Alliance Pipeline L.P. (Alliance U.S.A.) owns the U.S. portion of the Alliance Pipeline system. Both Alliance Canada and Alliance U.S.A. are owned 50 percent each by affiliates of Enbridge and Pembina Pipeline Corporation.

Affiliates of Enbridge will lead the technical project execution.



Alliance Capacity Expansion Project
7701 France Ave S
Edina, MN 55435

In addition, modifications are being proposed for the following existing compressor stations along the Alliance System:

- Towner Compressor Station -- McHenry County, North Dakota
- Wimbledon Compressor Station -- Barnes County, North Dakota
- Fairmount Compressor Station -- Richland County, North Dakota
- Olivia Compressor Station -- Renville County, Minnesota
- Albert Lea Compressor Station -- Freeborn County, Minnesota
- Manchester Compressor Station -- Delaware County, Iowa
- Tampico Compressor Station -- Whiteside County, Illinois

The second part of the project concerns the construction of an approximately 81-mile, 20-inch diameter natural gas lateral from Tioga, N.D. to Sherwood, N.D., where the lateral would tie into the Alliance System. The lateral route would loop (or parallel) the existing Tioga Lateral, which has been operational since 2012, and traverse Williams, Mountrail, Burke, and Renville counties. ACEP would have enough capacity to move up to 400 million standard cubic feet per day of natural gas from North Dakota to markets in the Midwest and elsewhere; this represents a 25 percent increase in system capacity.

The Federal Energy Regulatory Commission (FERC) would be the lead federal agency responsible for permitting of ACEP; other federal, state and local agencies would also have permitting authority. Any decision to move forward with ACEP and initiate the permitting process would only happen if the results of a commercial Open Season, to solicit customer support for the project, planned for this fall were successful. Pending the Open Season results, Alliance anticipates filing a request to utilize FERC's Pre-Filing Process in November or December 2019. Following a lengthy environmental review period, which includes numerous opportunities for public involvement, and subject to approval by FERC, we anticipate beginning construction in 2022 and placing the new facilities into service in 2023.

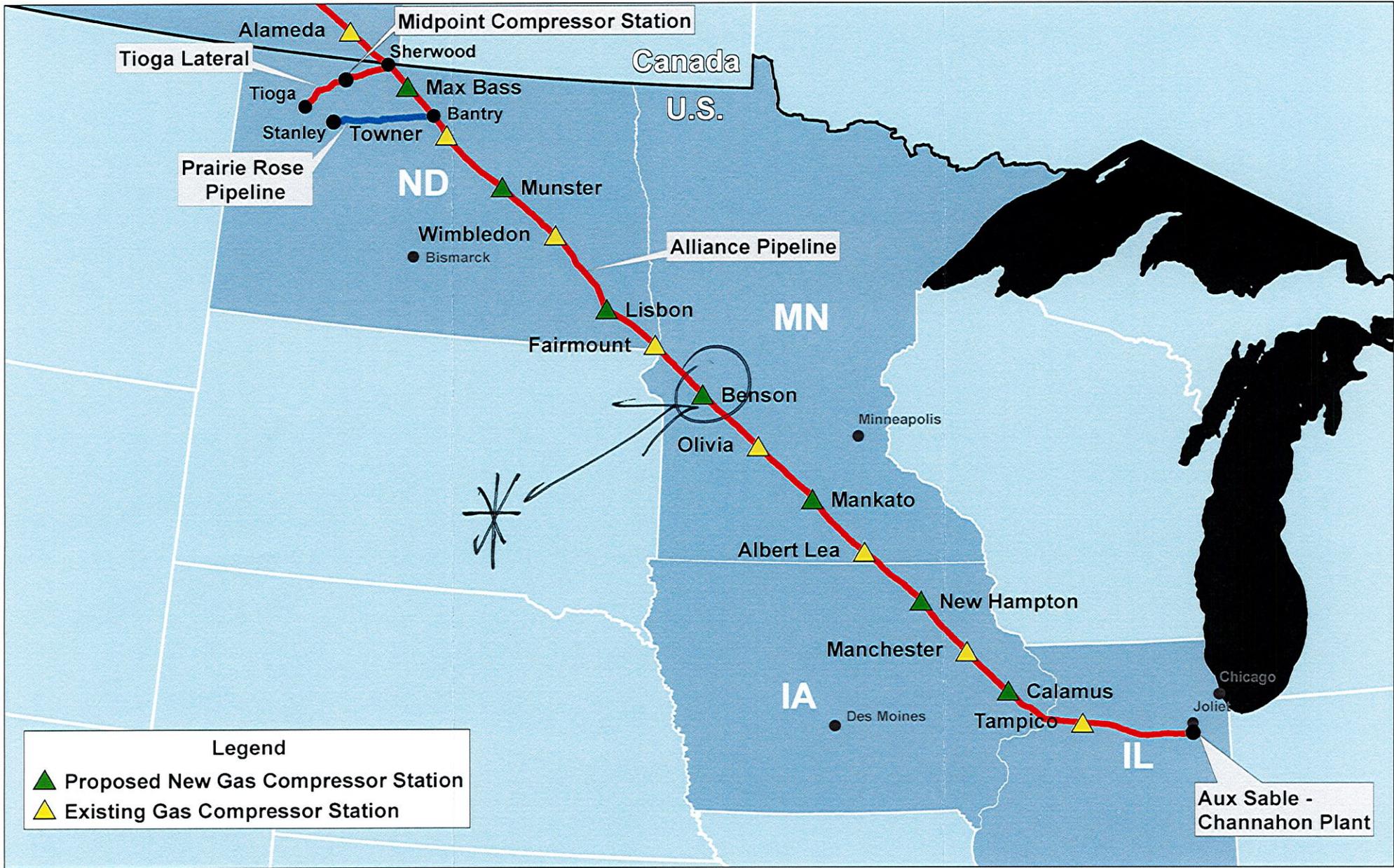
Alliance has not approved or formalized ACEP. As noted above, any decision to move forward with ACEP and initiate the permitting process will turn on the results of commercial Open Season planned for this fall. In the meantime, we are planning to conduct civil and environmental surveys of the 81-mile lateral route right-of-way beginning in August. Surveys of the new compressor station sites, all of which are located on Alliance-owned property, were completed in 2018.

Building and sustaining positive relationships and long-lasting partnerships with all stakeholders is essential to Alliance and will be an important part of the company's approach on ACEP. Please be assured that we are early in the planning process and that you and other stakeholders will have multiple opportunities to interact and engage with the Alliance Pipeline representatives, as well as participate in regulatory proceedings. For more information at this time about ACEP, please feel free to contact me via any of the methods below. I look forward to visiting with you soon to discuss this important project.

Sincerely,

Jon Eisele
Senior Public Awareness Coordinator
Email: Jon.Eisele@enbridge.com
Phone: 952-683-8958

Enclosure



Legend

- ▲ Proposed New Gas Compressor Station
- ▲ Existing Gas Compressor Station

Rob Wolfington

From: Marilyn Lee <marilee813@gmail.com>
Sent: Tuesday, August 20, 2019 1:02 PM
To: rob.wolfington@co.swift.mn.us
Subject: rib fest

SWIFT COUNTY SECURITY NOTICE:

This email originated from an external sender. Use caution before clicking on any links or attachments.

Rob,

On behalf of the Benson Golf Club, I am making a request for \$2,500 to help fund the annual Rib Fest. Your generosity in the past is greatly appreciated.

Thank you,

Marilyn Lee

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**Just announced: dates, locations, and topics
for the 2019 Regional Meetings**

Believe it or not, fall is right around the corner—and so are the [2019 Regional Meetings!](#)

We'll be coming to a city near you and would love to get together and talk about issues affecting your area of the state.

Mark your calendar and join us in one of seven Greater Minnesota locations to:

- Hear from Commissioner Steve Grove or Deputy Commissioner Kevin McKinnon to discover how DEED is working to enhance the economy in your region
- Get tips on how your city and council can support its first responders and their mental health
- Explore a hot topic (like affordable housing or child care) with state and local subject matter experts
- Hear about highlights from the 2019 legislative session—and how you can advocate for key issues impacting cities

Attend the meeting of your choice:

September 25—Thief River Falls

September 26—Perham

October 3—Chisholm

October 9—Benson

October 10—Sleepy Eye

October 16—Waite Park

October 30—Spring Valley

**CITY OF BENSON
CAPITAL AUTHORIZATION REQUEST**

1 Fund: Water capital Department: Water
 Prepared by: Dan Gens Date: 8/30/19
 Describe Proposed Capital Expenditure: New pick-up with service body for water dept.
 Does Proposed Expenditure Replace Existing Equipment? If Yes, Describe Use of Replaced Equipment: Current trucks will be used by parks/street dept.

2	If Included in Capital Improvements Program:	3	Total Cost:	\$ <u>42,166.68</u>
	What Year: <u>2019</u>		-Trade-in (if applicable):	\$ <u>—</u>
	What Heading: <u>Water Capital Pickup</u>		+Net Book Value (depreciated value):	\$ <u>—</u>
	Budgeted Amount: \$ <u>50,000</u>		=Net Capitalized Cost:	= \$ <u>42,166.68</u>

4 Justification of the Expenditure: (Main Objectives and Assumptions)

The City is always in need of pick-ups, Parks needs one + so does water. Getting water a truck with a service body makes them more efficient + parks will get a truck with a liftgate.

5 Approval Section:

Action taken: _____

	Signature	Date
Department Supervisor	_____	_____
Division Director	_____	_____
City Manager	_____	_____

City Council Approval (If Applicable) _____ Council Meeting _____



1130 73rd Avenue NE Highway 60 East
 Fridley, MN 55432 Lake Crystal, MN 56055
 (763) 571-1902 (507) 726-6041
 1-800-795-1902 1-800-722-0588
 Fax # (763) 571-5091 Fax # (507) 726-2984
www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

Date: 8/29/2019 Reference:
 Company: City of Benson Address: 1410 Kansas Ave
 Contact: Dan Gens
 Phone#: 320-843-5444 City: Benson
 Email: dan.gens@city.co.swift.mn.us State: MN

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA	
CONTRACT NO: 150033	
RELEASE NO: T-765(5)	
CONTRACT PERIOD: DECEMBER 28, 2018, THROUGH, SEPTEMBER 30, 2019	
EXTENSION OPTION: Up to 49 months	
1-UNIT	
STATE COOPERATIVE PRICING	
1.0	UTILITY / SERVICE BODY FIBERGLASS
	Fiberline Fiberglass
	1/8" Steel treadplate floor and bulkhead, primed and painted gloss black.
	Gelcoat finish to match standard chassis white.
	Molded fiberglass side packs.
	All interior fiberglass gelcoated white.
	Stainless steel paddle latches, all keyed alike.
	Fully adjustable door strikers with safety catch.
	Fiberline designed automotive style weather-strip.
	Aluminum treadbrite front rock guards.
	Stainless steel rear wheel well rock guards.
	Stainless steel HD hinges.
	All stainless steel bolts and self-locking nuts.
	Extruded aluminum drip rails above all side doors.
	Fiberglass bulkhead between compartments.
	Flush shock mounted exterior lights to meet FMVSS#108.
	Lighted license plate bracket.
	Loomed one piece wiring harness with molded plug.
	Floor drains in front and rear vertical compartments.
	Dual fuel recess molded into streetside side pack.
	12" Aluminum drop-down tailgate (40" high bodies only).
	Vents in each side pack.
	Cable door stops on all side doors.
	Non skid on tops of side packs.

	Warranty	5 years
	Date & I.D. of Price sheet	N/A
	Discount, if any, to be applied to price sheet	N/A
	Installation	\$ 972.76
	96"L x 79"W x 40"H (15" Deep Compartment) for single rear wheel 56" CA	\$ 6,758.57
	Street Side Compartments	
	Add for Std Shelving package for all bodies up to 108" length:	
	(2) Adjustable aluminum open shelves in each vertical front compartment	\$ 1,202.33
	(1) fixed aluminum shelf with removeable dividers in streetside horizontal compartment	
	(1) Adjustable aluminum open shelf in each rear compartment	
*	Add for 1 adjustable aluminum divider tray w/ removable dividers	\$ 260.25
*	Drawer Set (2) - 3" pull out drawers and (1) - 5" Pull out drawer for 1st Vert ea	\$ 1,022.86
	Curb Side Compartments	
	Add for Std Shelving package for all bodies up to 108" length:	
	(2) Adjustable aluminum open shelves in each vertical front compartment	\$ 1,202.33
	(1) fixed aluminum shelf with removeable dividers in streetside horizontal compartment *MOUNTED ON TOP OF 18 Drawer Cabinet	
*	Add for 18 drawer metal cabinet installed	\$ 420.30
	(1) Adjustable aluminum open shelf in each rear compartment	
*	Add for 1 adjustable aluminum divider tray w/ removable dividers	\$ 260.25
	Body Components:	
	1/8" aluminum tread plate floor and subframe in lieu of steel on 40" high bodies on a 108" Body	\$ 650.61
	Exterior Body Accessories:	
	Add for expanded metal aluminum shovel basket up to 132" long and 8" high (\$586.85ea X 2)	\$ 1,173.70
*NCI	Key Storage - (3) 4" PVC pipes mounted under shovel basket (\$228.89 x 2)	\$ 457.78
	Bumpers:	
	Add for 8" non recessed steel treadplate bumper	\$ 561.11
	Add for stake pocket in any bumper for vice mount	\$ 109.30
*NCI	**UPGRADE to 12" work bench bumper	\$ 619.63
	Load bed and compartment tops:	
	Add for 1/8" Aluminum tread-brite on load walls	
	108" Body with 40" high compartments	\$ 763.82

	Buyers Mini Light Bar installed on cab shield, wired to in dash switch (8891060)	\$	509.25
	Add to undercoat 96" & 108" bodies	\$	281.82

Total of all Equipment Installed \$17,226.68

Items noted NCI are Non-Contract Items

*****PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES*****

Delivery Starting Point: Lake Crystal, MN

Price Per loaded mile delivery charge: \$2.75

Vendor Name:	Crysteel Truck Equipment-Lake Crystal
Contact Person:	Bob Chicos & Josh Miller
Street Address:	52248 Ember Rd
City, State, Zip:	Lake Crystal, MN 56055
Phone #:	(507) 726-6041
Toll Free #:	(800) 722-0588
Fax #:	(507) 726-2984
Email Address:	bchicos@crysteeltruck.com & jmiller@crysteeltruck.com

VIRTC1DP

EN

CNGP530 VEHICLE ORDER CONFIRMATION 08/08/19 15:36:11
 --> ----- Dealer: F58515
 _020 F-150 Page: 1 of 2
 Order No: 1000 Priority: K5 Ord FTN: QF467 Order Type: 5B Price Level: 015
 Ord PEP: 101A Cust/Elt Name: CITYOFBENSON PO Number:
 RETAIL RETAIL
 F1C F150 4X2 R/C \$28795 LT CAPABILITY
 141" WHFFIBASE 6170# GVWR
 YZ OXFORD WHITE FRT LICENSE BKT NC
 A VINYL 40/20/10 NC 138 BLK PLAT BDS 250
 G MFD EARTH GRAY PRO TRAILER AST
 101A EQUIP GRP 2230
 .XL SERIES TOTAL BASE AND OPTIONS 35830
 .POWER EQUIP GRP XL MID DISCOUNT (750)
 .SYNC XL MID DISCT CHROME AP (500)
 .FORDPASS CONNCT TOTAL 31580
 .CRUISE CONTRL *THIS IS NOT AN INVOICE*
 99B 3.3L V6 PFDI *TOTAL PRICE EXCLUDES COMP PR
 446 ELEC 6-SPD AUTO
 T7C LT245/70R17E 295 * MORE ORDER INFO NEXT PAGE *
 XL6 3.73 ELEC LOCK 570 F8=Next
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library F9=View Trailers
 S006 - MORE DATA IS AVAILABLE. QC09384

Limited → ?
slip
Dossy Truck

VIRTC093 2,6

\$ 30,850
 - 6,000 GFC
 \$ 24,850 plus tax
 & license
 90 Block Heater ?
 \$ 24,940

Thanks
Tom Baker

Nolan Baker Ford Sales, Inc.
Box 348, 901 Atlantic Ave.
Kerkhoven, MN 56252

VIRT01DP

EN

CNGP530 VEHICLE ORDER CONFIRMATION 08/08/19 15:36:22
 ==> Dealer: F58515
 Page: 2 of 2
 Order No: 1000 Priority: KS Ord FTN: QE467 Order Type: 5B Price Level: 015
 Ord PEP: 101A Cust/Flt Name: CITYOFBENSON PO Number:

Oil cooler
Tranny cooler →
Just a Hitch
or painted
Bumpers

	RETAIL	RETAIL
53A TRAILER TOW PKG	\$995	TOTAL BASE AND OPTONS\$35830
67T TRL BRAKE CNTR	275	XL MID DISCOUNT (750)
794 PRICE CONCESSN		XL MID DISCT CHROME AP (500)
REMARKS TRAILER		TOTAL 34580
86A XL CHROME PKG	775	*THIS IS NOT AN INVOICE*
.CHROME BUMPERS		*TOTAL PRICE EXCLUDES COMP PR
.FOG LAMPS		
.17" SILVER ALUM		
FLEX FUEL		
SP DLR ACCT ADJ		
SP FLT ACCT CR		
FUEL CHARGE		
B4A NET INV FLT OPT	NC	
DEST AND DELIV	1595	

F1=Help F2=Return to Order F7=Prev
 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
 F9=View Trailers
 S099 - PRESS F4 TO SUBMIT QC09384

V1DP0093 2,0