

City Council Regular Meeting Agenda
City Council Chambers
April 7, 2014

Page

1. 5:30 p.m. Call the Meeting to Order at City Hall (Mayor)
2. Persons with Unscheduled Business to Come Before the City Council (Mayor)
3. Review the Consent Agenda: (Mayor)
 - a. Minutes:
 - 2-4 ▪ 3.17.14 City Council Meeting
 - 5-6 ▪ 3.13.14 Safety Committee Meeting
 - 7 ▪ 1.13.14 Park Board Meeting
 - 8 ▪ 11.19.13 Cemetery Board Meeting
 - b. Applications:
 - 9-10 ▪ Planning Commission – Lyle Popma

 - Vacancies on Boards & Commissions:
 - Park Board – 1
 - Benson Area Tourism Board – 2
 - Benson HRA Board – 1
 - Planning Commission – 2
 - Airport Commission - 2
 - c. Correspondence:
 - 11-12 ▪ League of Minnesota Cities 2014 Annual Conference- June 18-20, 2014
 - 13 ▪ MRES News Release – Red Rock Hydroelectric Project
 - 14 ▪ Chamber of Commerce – Armory Parking Lot Request
 - d. Overnight Travel:
 - Mayor’s Conference – April 25-26, 2014
- 15-18 4. 5:40 p.m. - Charter Upgrade – Lee Ann Herrera
- 19-21 5. Benson Power Plant Air Emission Permit Extension
- 22-27 6. Loader Quotes – RDO Equipment & Titan Machinery
- 28-31 7. Electric Department – New Van – State Contract Price Quote - \$27,509.05
- 32 8. City of Benson Using J.A.X. K-Bid – Resolution
- 33 9. Police Officer Declaration
10. Sale of Property to Glacial Plains Coop
- 34-42 11 Transit Cameras Grant Agreement - \$18,000.00
- 43 12. Consider Resolution Adopting Penalty Fee
- 44-46 13. Pay Request: Stantec - \$7,334.80
14. Adjourn: Mayor

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
MARCH 17, 2014**

The meeting was called to order at 5:30 p.m. by the Mayor Pro-Tem Fitz. Members present: Mike Fugleberg, Jack Evenson, Stephanie Heinzig & Sue Fitz. Members Absent: Paul Kittelson. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Police Chief Ian Hodge, Benson HRA Director Michelle Bouta, Public Works Director Dan Gens, Cherrie Stielow and Shannon Herrington.

Mayor Pro-Tem Fitz opened the public hearing on the Wellhead Protection Plan at 5:30 p.m.

Wolfington said on Friday, March 14, 2014 at noon, all three railroad crossings in town and the crossings on the east and west edges of town were blocked for one hour and forty two minutes by several trains stopping on the tracks. Chief Hodge stated he has written six citations in the last thirty days. Wolfington stated trains tying up the tracks for this kind of time are a risk to public safety. He went on to say an ambulance was stuck behind the train during this time that day. Wolfington said Burlington Northern-Santa Fe Railroad will be contesting recent citations in court this Friday.

Next Michelle Bouta from the Benson Housing & Redevelopment Authority (HRA) approached the Council. Bouta said they took bids for an elevator modernization project, which came in significantly higher than anticipated. Bouta estimated they are short about \$70,000 if they use a CD they currently have. The Elevator has been stopping between floors and is a safety issue. Wolfington stated there is a special Benson HRA meeting on April 7, 2014 to discuss the elevators and financing. The project will be scheduled this summer. Bouta asked the Council if they would consider transferring up to \$125,000 from the Community Development Revolving Fund when and if needed. Wolfington will keep the Council posted.

Next Fitz asked if there was anyone present with unscheduled business. Cherrie Stielow and Shannon Herrington asked about having chickens in their back yard. Wolfington said chickens are currently not permitted in the City limits, and there has been no variance given. He went on to say the question should go on to the Planning Commission first. At that time, the Planning Commission could review the ordinance, and send a recommendation to the City Council. Mr. Herrington and Ms. Stielow said they will talk to the Planning Commission.

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

- March 3, 2014 City Council Meeting
- December 2, 2013 Planning Commission Meeting
- January 13, 2014 Park Board Meeting

It was moved by Fugleberg, seconded by Evenson and carried unanimously to approve the following liquor licenses effective April 13, 2014 contingent upon receiving the necessary paperwork:

Club On-Sale Liquor License:
Benson VFW

Sunday Liquor License:
Benson VFW
Benson Bowler
Benson Golf Club
Patrick's Pub & Grill
McKinney's on Southside

On-Sale Liquor License:
Benson Bowler
Benson Golf Club
Patrick's Pub & Grill
Mi Mexico
McKinney's on Southside

Sidewalk Café Permit
Patrick's Pub & Grill, LLC
Mi Mexico

Off-Sale 3.2 Malt Beverage License:

Holiday Stationstore, Inc.

It was moved by Fugleberg, seconded by Evenson and carried unanimously to approve the following licenses effective April 1, 2014:

Rollerskating License:

Svor’s Family Roller Rink

Sewer Tap License:

Grossman Plumbing and Heating

Hawley’s Inc.

Garbage Collection License:

Mattheisen Disposal

Craig’s Refrigeration

The Mayor Pro-Tem acknowledged openings on City boards and commissions.

Wolfington shared correspondence with the Council from Charter announcing their intent to move to an all-digital environment in September of 2014 in the City of Benson. Wolfington also stated there will be a representative from Charter at the April 7, 2014 meeting to discuss the change.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve a gambling permit for the Benson Women of Today for April 4, 11, 25, 2014 and May 2, 2014.

Wolfington presented correspondence from the Minnesota Department of Transportation announcing construction to begin on Highway 29 south of Benson late this summer.

Wolfington reminded the Council he and Dr. Horecka will be at the International Biomass Conference in Florida March 23-26, 2014.

Wolfington initiated a conference call with Stantec Engineer, Mark Janovec to review the draft of the City of Benson’s Wellhead Protection Plan, Part 2. Janovec said our plan originated in 2002. Two notable changes in the plan were 3 wells were sealed and 2 more were drilled. Once the plan is ready, it will be submitted to the Department of Health, and it will take them 90 days to review.

Being there were no questions from staff, Council or the public, Mayor Pro-Tem Fitz closed the public hearing at 6:01 p.m.

It was moved by Fugleberg, seconded by Heinzig and carried unanimously to approve a project in the Benson Small Cities grant program in the amount of \$5,157.00.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve conducting the 2014 Residential Tagged Item Pick-Up April 30 – May 2, 2014 as presented by the City Manager.

Next Wolfington presented two bids for tree removal services. Tree Toppers and Dude’s Tiling submitted bids as follows:

	Dude’s Tiling	Tree Toppers
Clear & Grub Trees	\$47.90 per diameter inch	\$20.00 per diameter inch
Grub only (stump)	\$10.45 per diameter inch	\$3.50 per diameter inch
Prune Branches	\$20.25 per diameter inch	\$20.00 per diameter inch
Excessive Stump	\$10.45 per diameter inch	\$3.50 per diameter inch
Emergency Maintenance	\$200.00 per hour	\$180.00 per hour

After discussion, it was moved by Evenson, seconded by Heinzig and carried unanimously to accept the low bid from Tree Toppers as presented. Wolfington said Tree Toppers owner is related to a MRES employee, but will have no financial interest in the tree removal contract.

Next Mayor Pro-Tem Fitz asked to table the Resolution using K-Bid owned by Councilman Evenson until Mayor Kittelson returned.

Wolfington presented an engineering proposal from DGR Engineering for a Phase I overhead to underground electric line conversion project. The area this project would start in is the northwest corner of town, which includes the City Cemetery. Estimated engineering costs would be \$77,000. The overall project will be in 5 Phases, ending in 2034. Labor will be done in house. After discussion it was moved by Evenson, seconded by Heinzig and carried unanimously to proceed with Phase I of the overhead to underground project.

Pederson presented a request to add new Librarian Dawn Erickson to the Bank of the West credit card account with a credit limit of \$2,000. It was moved by Fugleberg, seconded by Heinzig and carried unanimously to approve the addition of Dawn Erickson to the City of Benson credit card account.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve a pay request from Ziegler Power Systems in the amount of \$24,825.00 for the annual service invoice on the power plant generators.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve the bills and warrants in the amount of \$327,586.00.

There being no other business, a motion was made by Evenson, seconded by Fugleberg and carried unanimously to adjourn the meeting at 6:12 p.m.

Mayor Pro-Tem

City Clerk

✓
3/26/14

Safety Committee Meeting

Thursday, March 13, 2014

9 AM

Members Present: Tim O'Conner , Rob Wolfington, Wade Ascherman, Mike Hoffman, Erik Stephen, Gary Searcy, Dan Gens, John Goulet, Ian Hodge and Val Alsaker

Members Absent: None

Old Business

1. Check lists were turned in from Parks, Wastewater, Transit and Power Plant departments with no noted issues. Street department noted they need an inspection tag for a ladder and the forks on the skid loader mount needs to be welded. Val said she has the tags in house. Line garage just had an inspection on their slings with the MMUA training officer and discarded bad ones. Liquor store had new light fixture installed in the beer storage room as a result of an inspection by Countryside Public Health. Water department needs a first aid kit, and line crew needs colored lock-out tag-out locks. Val will order them.
2. Tim, Dan and Mike Jacobson, Building Official, met and discussed engineering solutions for draining water from the roof of the liquor store. Several options were discussed. This project will be planned for spring or early summer. A plan will be drawn up and Tim will continue to develop it.
3. Everyone felt the Lock-out Tag-out class was good on February 13 with RISC.
4. The Street department got flashers installed on the snow blower. They also placed them on the tandem trucks and the Parks's blower as well.
5. Val reworked the accident/incident form. She is asking everyone to start using these and if there are any issues with it to let her know.
6. Ian is going to go through the squad's first aid kits and wants to bring back a first responder status for his officers and carry oxygen again.
7. Ian said he applied for a grant from the Shakopee Band of Sioux for 3 new defibrillators.

New Business

1. March 11 was the high voltage electricity class. Jeff Becthold from MRES and Dave Johnson taught the class. Everyone thought it was good.
2. Val said our regular audio technician is out on medical leave. As a result ACMC will be sending someone from Willmar to conduct the annual audios. They are asking we schedule all our audios on one day so they won't have to come back.
3. There will be a hazardous vehicle identification class on April 14, 2014 taught by the State Patrol.

Other Business

Val mentioned if anyone needs reflective clothing for spring/summer to see her.

There being no other business, the meeting was adjourned at 9:25 a.m.

Benson City Park Board Minutes
Jan. 13, 2014
At the City Council Chambers

The meeting was called to order by Sally Jones.

The minutes of the last meeting were approved as read.

Members present were: Jack Evenson, Janet Baukol, Wendy Munsterman, Bill McGeary, Robin Dehne, Paul Kittelson and Sally Jones.

Also present Rob Wolfington, Lisa Kent, Gail Brehmer, Shelly Vergin and Duane Hopp.

1. There was a discussion about pool passes for the summer. The discussion centered on the definition of a family and being a resident of Benson. The question was asked what constitute a family?
2. A motion was made to recommend to the city council to leave the family passes, punch cards and individual passes as they are. Instead have better adult supervision at the enters to the pool and have the city staff work on a better definition of a family, by Bill McGeary, seconded by Janet Baukol, passed.
3. A motion was made to recommend to the city council to change the charge for non-swimmers from \$6 per person to \$2 per person by Bill McGeary, seconded by Jack Evenson, passed.
4. The next topic for discussion was the reservation process for Ambush Park. It was brought to the attention of the board that the present reservation process is time consuming for the people in the city office. There was discussion about hiring a person part-time to take reservation. Also there was discussion about purchasing a computer program to take reservation like the state parks system has.
5. A motion was made to recommend to the city council to purchase the computer program that takes reservation by Bill, seconded by Jack, passed.
6. A motion was made to recommend to the city council to leave two of the camp sites open for people that may drive in and not have reservation by Jack, seconded by Wendy, passed.
7. A motion to adjourn by Bill seconded by Jack, passed

Recorded by Duane Hopp

Duane Hopp

Minutes of Benson Cemetery Board
November 19, 2013

Members present were: Jack Evenson, Donald Placker, Jim Hilleren, and Greg Zniewske
Also present were Rob Wolfington and Duane Hopp.

The meeting was called to order by Jack Evenson.

1. Discussion on last meeting minutes. A motion was made to accept the minutes as written by Jim, seconded by Greg, passed.
2. Greg then presented a complain about damage to a headstone own by Virgil and Iola Thielke family. There was a lengthy discussion about what to do or not to do. The estimated cost to replace the stone was approximately \$3000.00. A motion was made that the city would not pay towards the replacement or repairs of the stone by Jack Evenson, seconded by Don, passed. Greg abstains from voting.
3. Discussion on the proposed expansion of the cemetery. Rob stated the process would start with them moving and burying of the power lines.
4. Discussion on the Columbaria. Rob stated the project might have to be delay, because of the tight work schedule and the hiring of a replacement for Elliot Nelson, who will be retiring on January 18,2014. Jack stated that the most recent quote he got for 48-niche columbaria is approximately \$12,000.00. It has not gone up a lot since we last discussed it.
5. Duane brought Elliot request up to the board about not selling all number 06 graves in Section19 because of the graves being so close to the road. A motion was made to not sell grave 06 in Section 19 in Lots 01 through10 by Don, seconded by Jim, passed.
6. The work at the cemetery to remove the stumps left because of the storm is completed and the grass will be planted in the spring.
7. Rob brought up that the board should review the written policy of removal of decorations from the cemetery. Jack would review the policy and talk to Don Wilcox about any porposed changes.
8. There was a discussion about purchasing a smaller lawn mower for the cemetery. It will be looked into and brought back to the board.
9. A motion to adjourn by Don, seconded by Greg, passed.

Recorded by Duane Hopp

CITY OF BENSON
APPLICATION FOR APPOINTMENT TO CITY BOARDS OR COMMISSIONS

Dear Applicant:

We welcome you as an applicant for one of the City's boards or commissions. These groups play a very important role in Benson City Government. These boards and commissions serve as advisory bodies to the Benson City Council. They provide information and recommendations to the City Council so the Council can make sound decisions regarding issues and policy matters.

Please fill out the information requested below. You are encouraged to attach any additional information which you believe qualifies you for appointment to the board or commission you have selected.

.....
BOARD OR COMMISSION PREFERENCE:

- | | |
|---|--|
| <input type="checkbox"/> Airport Advisory Commission | <input type="checkbox"/> Housing & Redevelopment Authority |
| <input type="checkbox"/> Benson Area Tourism Board | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Cemetery Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Economic Development Authority | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Hospital Board | <input type="checkbox"/> Utilities Board |

RETURN APPLICATION TO:

Office of the City Manager
City of Benson
1410 Kansas Avenue
Benson, MN 56215
Telephone: 320-843-4775
Date Received: / /

PERSONAL INFORMATION:

Name Lyle L. Popma Address 510 18th St. N, Benson

Telephone: Home 320-843-4698 Business _____ Zip 56215

How long have you been a resident of Benson? 35 yrs

Have you served previously on any of Benson's boards or commission? YES NO

Have you served previously on any city board/commission in any other community? YES NO

Are any members of your immediate family in the same household presently employed by the City of Benson or serving on any of the City's boards or commissions? YES NO

Occupation: Retiree Name of Employer: _____

I am a member of the following civic organizations: Pilgrimage Congregational Church -
NARFE - Indian History Club

Please list your special interests, education, past experiences, etc., which you feel would benefit the City of Benson by your appointment to the board/commission you have indicated a preference to above:

BA Degree in Biology
Worked Ag Research Service Ohio 14y
also Conservation Service USDA 20 yrs
Natural Resource Conservation Service 25 yrs
Served in 4 areas of Minnesota

Do you have any additional comments? _____

DESCRIPTION OF BENSON'S BOARDS AND COMMISSIONS

Airport Commission - Makes recommendations to the City Council for the use, management, and operation of the airport and shall advise the Council in all matters concerning the Airport.

Cemetery Committee - Advises and assists the City Council and City staff in the administration, maintenance and improvement of the Benson City Cemetery.

Housing and Redevelopment Authority - This Authority is a public corporation empowered to undertake certain types of redevelopment projects and low rent housing assistance programs pursuant to the provisions of the M.S.A. 462.411 thru 462.711. These projects may include such activities as planning, acquisition, demolition, clearance, rehabilitation and construction for the purpose of providing decent, safe and sanitary housing for persons of low and moderate income and the improvement and restoration of stagnant, undeveloped land.

Library Board - Acts as an advisory body to the City Council by providing information and make recommendations to the City Council on library matters.

Park Board - Acts as an advisory body to the City Council by making recommendations to the Council on issues associated with City parks, playgrounds, the swimming pool, skating rinks, and other related functions.

Planning Commission - Acts as an advisory body to the City Council by reviewing variance requests, subdivisions, plats, zoning regulations, etc. In addition, they work on developing long-range planning goals and objectives.

Utilities Board - Advises and assists the City Council and Director of Public Works in the administration and improvement of public utilities.



SHAPING THE FUTURE.



LEAGUE OF MINNESOTA CITIES

2014 ANNUAL CONFERENCE

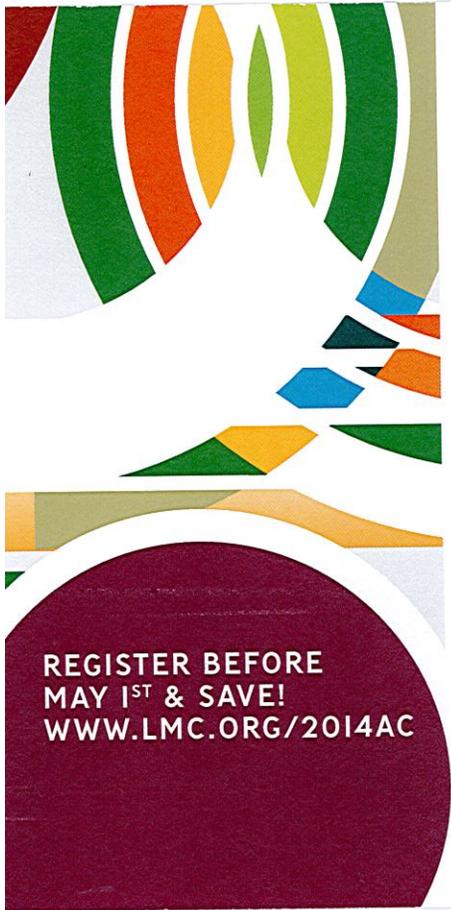
JUNE 18-20

ST. CLOUD, MN

RIVER'S EDGE
CONVENTION CENTER

WHERE IDEAS INTERSECT AND INSIGHTS EMERGE!

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DISCOVER IDEAS AND RESOURCES TO HELP SHAPE THE FUTURE OF YOUR COMMUNITY!

Join us at the 2014 League of Minnesota Cities Annual Conference and position your community to thrive into the future.

- Be inspired by keynote speakers Peter Kageyama and Mark Scharenbroich
- Consider the latest, cutting-edge ideas and new-and-improved ways to do the day-to-day work of cities at several breakout sessions
- Network with colleagues and vendors from around the state

REGISTER BEFORE
MAY 1ST & SAVE!
WWW.LMC.ORG/2014AC



145 University Ave. West
St. Paul, MN 55103-2044

PRSR STD
US POSTAGE PAID
TWIN CITIES MN
PERMIT NO. 3223

*****3-DIGIT 562*****7 0000569

ROBERT WOLFINGTON MGR
CITY OF BENSON
1410 KANSAS AVE
BENSON, MN 56215-1799



NEWS RELEASE

FOR IMMEDIATE RELEASE

MARCH 27, 2014

Red Rock Hydroelectric Project developers choose construction firm

SIOUX FALLS, S.D. – The Boards of Directors of Missouri River Energy Services (MRES) and Western Minnesota Municipal Power Agency (WMMPA) have approved moving forward with the Red Rock Hydroelectric Project and have chosen Ames Construction, Inc., as the general contractor.

The hydroelectric plant will be built at the existing Red Rock Dam along the Des Moines River near Pella, Iowa. With a nameplate capacity of 36.4 megawatts, it will be the second largest hydroelectric plant in the State of Iowa. It will be capable of meeting the electrical needs of about 18,000 homes. At certain times of the year, when water is plentiful, the plant will be capable of generating up to 55 megawatts of power.

“Since we first announced our intentions to build the Red Rock Hydroelectric Project in 2011, we have been working our way through an intense, time-consuming regulatory process with state and federal agencies,” said MRES CEO Tom Heller.

Earlier this month, the U.S. Army Corps of Engineers granted the final two approvals needed before construction of the Red Rock Hydroelectric Project (RRHP) can begin. Those approvals were for the 408 process, which is designed to ensure that the project will not impact the Corps’ operations at Red Rock and that the project will be constructed safely, and for the 404 Permit, which covers dredge and fill for the project.

MRES is an organization of 61 municipalities in the states of Iowa, Minnesota, North Dakota, and South Dakota. WMMPA will provide financing for the project on behalf of MRES. WMMPA is made up of MRES members in the State of Minnesota and has provided financing for all of the major generating and transmission facilities that MRES uses to serve its member municipal electric systems.

Ames Construction Inc., is headquartered in Burnsville, Minn., and has offices in several locations throughout the Midwest, Western U.S., and Canada.

Construction of RRHP could begin late this year and the plant could be ready for commercial operation in the second quarter of 2018.

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*For more information, contact MRES Director of Member and Public Relations Bill Radio, phone: 605-338-4042;
e-mail: bill.radio@mrenergy.com.*

W
3/31/14

To members of the Benson City Council.—

The Benson Chamber of Commerce is requesting permission for the use of the city parking lot, just to the south of the Benson Armory, for a vendor event on the afternoon of June 14, 2014. It is the day of the Pioneerland Band Festival and the Chamber is attempting to liven up the town a bit for the afternoon preceding the evening parade with the hope that visitors will come to the town for the afternoon to shop at our businesses, which are being encouraged to do special promotions in preparation for the event.

The vendor event—consisting of arts & crafts and home based businesses would probably run from about noon until 4 pm.; with a request for the parking lot to be empty of vendors by 5 p.m. to make room for parade goers.

✓ One more request in regards to the event—I would like some live music for Roosevelt Park for about an hour from 4:30 pm to 5:30 pm. This would provide a back drop for the food purchased at the Music Boosters booths. I would like to request the council's permission to have this performance in the park. It would be free for the public to enjoy—hopefully they would purchase their food and then sit on the grass in the park for a few minutes before finding their place for the parade. A family friendly moment – if you will.

It is my hope that the weather will be a perfect early summer day with lots of sunshine and few bugs.

I thank you for considering my requests. It's just part of the goal of making Benson, a nice place to visit (as stated on our tourism brochures).

Best regards,

MaryBeth Thayer



VIA E-MAIL & CERTIFIED MAIL

March 14, 2014

Mr. Rob Wolfington, City Manager
City of Benson
1410 Kansas Avenue
Benson, MN 56215-1718

Dear Mr. Rob Wolfington:

At Charter, we continue to make significant investments in our network to improve the quality of the video, internet and voice services in your community. A critical part of our current effort is conversion of Charter's network to an All-Digital platform. Charter is moving to an all-digital environment in September 2014 in the City of Benson, which will allow us upon completion to provide customers with higher quality pictures on every TV, over 200 channels in High Definition, increased internet speeds, and an enhanced content viewing experience. We seek to partner with your community to fully implement these content viewing enhancements by aligning channel locations on Charter's lineup, including PEG channels, in a more customer friendly format that optimizes customer access to highly-viewed content and "neighborhoods" of similar programming. As explained below, we believe such a partnership will yield significant long-term benefits for both City and your constituents.

Our customers clearly are more satisfied with their video service when they have access to a digital set top box with a digital programming guide to navigate the hundreds of channels available today. Such enhancements have changed the way our customers view television. Where Charter customers in Benson, Minnesota have a digital set top box on each television, it's easier to quickly search and find programming of particular interest. Gone are the days of flipping through channels and stumbling across programming. Our guide allows for interactive searching, tuning and recording of programming, similar to functionality provided by competitive service offerings.

Indeed, a major impetus for these product changes is to enhance Charter's ability to successfully compete against strong competitors. Charter currently faces substantial and increasing competition from Direct Broadcast Satellite ("DBS") providers, Telephone companies, as well as alternative sources of video content on the Internet. Consumers in your community have a choice among at least three competing subscription video providers: Charter, DISH Network, and DIRECTV. Competition from DIRECTV and DISH Network has taken a significant toll on Charter, as its video penetration in your City has dropped to the lowest level in over 10 years. As a result of Charter's dwindling penetration in the City, and because DIRECTV and DISH Network do not carry PEG programming, this

community-oriented programming reaches significantly fewer residents than in previous years.

As explained below, we seek the Cities' partnership in further enhancing the value proposition for our customers (and your constituents) by strategically optimizing our channel lineup, including location of PEG channels, in a manner that customers will find more valuable.

There are common sense reasons for working with Charter on this. Our ability to compete and regain market share increases the amount of Charter's franchise fee to the City *and* increases the amount of potential viewers of this local programming in your community. DIRECTV and DISH Network provide none of these benefits. Indeed, your City's collection of franchise fees from Charter is dependent on Charter being able to compete successfully with competitors that do not pay those fees. In just 2013, Charter remitted franchise fees amounting to \$33,481.66 for the City. Direct TV and DISH contributed \$0. Charter's remittances would substantially increase should Charter be able to match its market penetration in your community to that achieved nationally.

One of the keys to optimizing our video product means providing our customers with an enhanced, user-friendly channel lineup, organized into "Neighborhoods" of similar channels and content, and placing channels with highest viewership in the lowest channel lineup positions, which allows new customers unfamiliar with our services to easily find the programming that interests them.

For these reasons, Charter requests the City's partnership in modernizing our lineup to enhance our competitive position in Benson, which will provide your community with substantial long-term financial benefits, as well as improved product choices for your constituents. With your community's consent, Charter will consolidate each City Public, Education and Government (PEG) Channel into a new neighborhood on the Basic Tier of service effective September, 2014. The new "Public Affairs Neighborhood" will likely include, among others, C-SPAN3 and PBS. This is your audience and we strongly believe our proposed approach will build more audience with higher value programming.

Charter will build an advertising campaign to promote these moves, having the dual benefit of notification to current viewers and promoting awareness of your content. We look forward to working closely with your community to promote awareness of your brand.

We realize there may be other needs to help re-brand your channels and we stand ready to provide reasonable support. When your channels are migrated to the "Public Affairs Neighborhood" on the lineup, Charter's interactive program guide will list program information. Additionally, we will provide listings to services feeding local newspapers, TV Guide, and other appropriate media outlets.

Charter views our relationship with the city as a partnership and our growth has a direct benefit to the City. We have contacted you specifically because of your role as a decision maker in the community, and are hopeful you will engage with Charter as a partner on this

issue of key importance to our customers and your constituents. We will contact you soon to set up meetings with you and other key City decision makers in the coming weeks to discuss consent for these channel moves. We look forward to the opportunity to explain to you directly the importance of this initiative and unique partnership opportunity presented by Charter's proposed All-Digital network platform and channel placement enhancements. Toward that end, the attached form may be executed today by your City.

We are eager to move forward on this project together.

Sincerely,



Government Affairs
Charter Communications

ATTACHED: CONSENT FORM

Consent Form

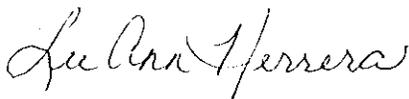
PEG channels are no longer separated from each other on the lineup, making it easier to switch between programming on City channels. All PEGs will be searchable on the Program Guide, which will be available to all customers going forward.

Charter will actively communicate channel changes through the following tactics: direct mail to customers, an informational website and a full-time promotional channel. Our customer service staff will be educating customers on the new locations through our customer care helpline.

Please sign on the space provided below indicating your consent to the above-referenced channel position and return a signed copy of this letter to my attention.

Please contact me electronically at LeeAnn.Herrera@charter.com, 952-367-4233 should you have any questions.

Sincerely,



ACKNOWLEDGED AND AGREED:

City of Benson

By: _____

Title: _____

Date: _____



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | 651-282-5332 TTY | www.pca.state.mn.us | Equal Opportunity Employer

COPY

March 10, 2014

Mr. Elliot Nelson
Public Works Director
City of Benson
1410 Kansas Avenue
Benson, MN 56215

RE: Air Emission Permit No. 15100006-005

Dear Mr. Nelson:

The enclosed permit, Air Emission Permit No. 15100006-005, authorizes operation of your facility located at 1414 Kansas Avenue, Benson, Swift County, Minnesota.

The permit is effective from the issuance date of the permit until the expiration date of the permit. Please read through the permit and review its conditions and requirements. Distribute the permit to staff members responsible for ensuring compliance with the conditions and limitations in the permit. If appropriate, post the permit at the facility.

We appreciate your cooperation and compliance with environmental laws. If you have questions about the permit, please contact me at 651-757-2342.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Sulita", with a horizontal line extending to the right.

Eric Sulita
Engineer
Air Quality Permits Section
Industrial Division

ES:lao

Enclosure

cc: Rachel Studanski, MPCA, Brainerd
AQ File No. 942



AIR EMISSION PERMIT NO. 15100006-005
Total Facility Operating Permit - Reissuance

IS ISSUED TO

City of Benson

BENSON MUNICIPAL UTILITIES
1414 Kansas Avenue
Benson, Swift County, Minnesota 56215

The emission units, control equipment and emission stacks at the stationary source authorized in this permit reissuance are as described in the Permit Applications Table.

This permit reissuance supersedes Air Emission Permit No. 15100006-004 and authorizes the Permittee to operate the stationary source at the address listed above unless otherwise noted in Table A. The Permittee must comply with all the conditions of the permit. Any changes or modifications to the stationary source must be performed in compliance with Minn. R. 7007.1150 to 7007.1500. Terms used in the permit are as defined in the state air pollution control rules unless the term is explicitly defined in the permit.

Unless otherwise indicated, all the Minnesota rules cited as the origin of the permit terms are incorporated into the SIP under 40 CFR § 52.1220 and as such as are enforceable by U.S. Environmental Protection Agency (EPA) Administrator or citizens under the Clean Air Act.

Permit Type: Federal Permit; Part 70/Limits to Avoid NSR

Operating Permit Issue Date: March 10, 2014

Expiration Date: March 10, 2019 - All Title I Conditions do not expire.

A handwritten signature in blue ink, appearing to read "Don Smith", written over a horizontal line.

Don Smith, P.E., Manager
Air Quality Permits Section
Industrial Division

for John Linc Stine
Commissioner
Minnesota Pollution Control Agency

NOTICE TO THE PERMITTEE:

Your stationary source may be subject to the requirements of the Minnesota Pollution Control Agency's (MPCA) solid waste, hazardous waste, and water quality programs. If you wish to obtain information on these programs, including information on obtaining any required permits, please contact the MPCA general information number at:

Metro Area	651-296-6300
Outside Metro Area	1-800-657-3864
TTY	651-282-5332

The rules governing these programs are contained in Minn. R. chs. 7000-7105. Written questions may be sent to: Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

Questions about this air emission permit or about air quality requirements can also be directed to the telephone numbers and address listed above.

PERMIT SHIELD:

Subject to the limitations in Minn. R. 7007.1800, compliance with the conditions of this permit shall be deemed compliance with the specific provision of the applicable requirement identified in the permit as the basis of each condition. Subject to the limitations of Minn. R. 7007.1800 and 7017.0100, subp. 2, notwithstanding the conditions of this permit specifying compliance practices for applicable requirements, any person (including the Permittee) may also use other credible evidence to establish compliance or noncompliance with applicable requirements.

FACILITY DESCRIPTION:

Benson Municipal Utilities provides electrical service to the City of Benson, Minnesota and is under contract to Missouri River Energy Services (MRES). The facility has seven generators, which are on standby unless called upon by MRES. The seven reciprocating diesel engine generators have a total generating capacity of 11.325 MW. The seven engines produce PM/PM₁₀, SO_x, NO_x, VOC, and CO emissions; however, CO emissions are reduced on five engines through the use of catalytic oxidizers. The remaining two engines are classified as emergency.

We are proposing to replace our 1990 Case 721 loader with 3 yard bucket. The machine was purchased in 1996 with 4,000 hours on it for a cost of \$61,770.00. The machine currently has 12,250 hours on it and is in need of engine overhaul (approximately \$15,000) and repairs on the transfer case estimates at between \$5,000-\$10,000 depending on the wear of the parts.

This machine is used for loading trucks during the construction season, snow removal and loading gravel from the pit in the winter. We have been trying to use our other two loaders more the last few years because of the condition of this one to try to stretch the life out of it as long as we could. Our other two loaders, the 2001 and 2007, already have 8,500 hours and 6,000 hours on them and they were purchased new. A new loader will take some of the workload off of the other two machines and help extend their years of service to the City.

The new machine will be purchased with a new snow pusher for cleaning parking lots and be equipped from the factory to be used on our plows and also the snow blower in case of any breakdowns on either of the machines we have.

Investment Proposal for:
 CITY OF BENSON
 1410 KANSAS AVE

BENSON, MN 56215
 Phone: (320) 843-4775



John Bot
 1710 East College Drive
 PO Box 1051
 Marshall, MN 56258
 Phone: (507) 532-0994
 Mobile: (507) 828-6599
 Fax: (507) 532-0993

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. John

Equipment: NEW 2014 JOHN DEERE 544K

Key Features

7640T	544K 4WD LOADER	0810	STANDARD GATHERING GROUP
0914	IT4 ENGINE	1010	STD 544K LOADER
1110	TRANSMISSION WO AX DISC	1215	130AMP ALTERNATOR
1310	MUFFLER WITH BLACK EXHAUST	1410	AIR INTAKE WO PRECLEANER
1510	STANDARD FAN DRIVE	1610	FUEL TANK W STD FILTER
1700	JD LINK ULTIMATE	1915	STEERING CYLINDERS NG
2010	STD ZB BOOM W STD LINKAGE	2120	CONVENTIONAL STEERING
2220	SEAT, CLOTH W AIR SUSPENSION	2444	4FN 4 LEVER W STRG CLMN FNR
2510	RIDE CONTROL SYSTEM	2605	ENGLISH DECALS
3049	AXLE,W/ HYD FRONT & REAR	3120	AXLE MANUAL DIFF LOCK
4422	20.5R25 1 STAR L3 BS-3PC RIM	5540	FULL COV FR FNDR/R PLATFORM
7110	STD MARKER/TURN LIGHTS	8220	CAST HITCH
8310	OUTSIDE MIRRORS	8422	CAB WITH AIR
8450	AC CHARGE	8560	ZBAR COUPLER
8835	3YD BUCKET W/ AUX CUT EDGE	9015	ENGINE BLOCK HEATER
9125	SINGLE BEACON BRACKET	9420	TRANSMISSION GUARDS
9430	BOTTOM GUARDS	AT324507	HITCH ASSEMBLY
AT365108	KIT, ELECTRIC 5TH FUNCTION	AT367521	4LEV FINGERTP TO DUAL JOYSTK
9225	24 VOLT TO 12 VOLT CONVERTER	9105	AM/FM RADIO
1520	REVERSING FAN		

Serial Number

TBD (0 Approximated Hours)

Equipment Price \$148,703.00

Warranty Information

John Deere / Mfg. Base / 12 Months / 2000 Hours / \$0.00 Deductible

\$0.00

Additional Items

Other	amber strobe light	\$573.00
Other	4 additional countwreights	\$1,100.00
Other	Bracket for snow wing	\$700.00
Other	sure grip control	\$2,000.00
Delivery Out		\$360.00

Estimated Conversion Price: \$153,436.00

Additional Attachments

NEW	2014 WAHPETON FABRICATION INC 12SNOWDZR	No Serial #	\$5,500.00
-----	---	-------------	------------

TRADE INFORMATION

1990 CASE 721 - JAK0022294 Hrs 12087 Allowance \$25,000.00



Are you interested in getting the most production out of your machines?

Then it's time to ask about Topcon Machine Control Products and how RDO Equipment Co. can provide the solutions that will help make your operation more profitable.

There are solutions available to purchase or rent for: Dozers • Motor Graders • Excavators • Pavers



PROPOSAL SUMMARY

Equipment Total	\$158,936.00
Total Trade-In Allowance	(\$25,000.00)
Sub Total	\$133,936.00
Estimated sales tax to apply (MNEX MN EXEMPT 0%)	\$0.00
Total Investment	\$133,936.00

John Bot
Sales Professional
RDO EQUIPMENT CO.
jbot@rdoequipment.com



Dependability • Commitment • Performance

The RDO Promise - Uptime Guaranteed™ includes*:

- 1. **Equipment walk around upon delivery (Included)**
 - A qualified RDO Equipment Co. employee will be responsible for a thorough explanation of the machine when the unit is delivered
- 2. **Balance of Basic Factory Warranty (Included)**
- 3. **FREE loaner (Included)**
 - RDO Equipment Co. will make every effort possible to supply the customer a free loaner during the first 12 months of ownership, if it is determined we cannot get your machine up and running within 36 hours
- 4. **FREE travel time on warranty items during Basic Factory Warranty period (Included)**
- 5. **FREE After Sales Inspection (Included)**
 - RDO Equipment Co. will perform the first scheduled engine oil change and machine inspection after purchase. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR). It is the customer's responsibility to schedule the oil change
- 6. **FREE inspection prior to unit coming out of warranty period (Included)**
 - A qualified RDO Equipment Co. employee will inspect machine before any basic or extended warranty expires
- 7. **Guaranteed field service response time (Included)**
 - RDO Equipment Co. guarantees a field service technician will be on the road toward your jobsite within 4 hours of contacting our field service dispatch personnel
 - During normal store hours of operation, 8:00 am - 5:00 pm, Monday - Friday, excluding holidays
- 8. **Lease or retail finance plan**
 - Optional and tailored to customer
- 9. **Secure Extended Warranty plan**
 - Optional and tailored to customer
- 10. **GPS Monitoring**
 - Optional and tailored to customer with access to the tracking data upon request
- 11. **Total repair and scheduled maintenance**
 - Optional and tailored to customer with preventive maintenance programs, oil samples, and machine inspections



JOHN DEERE



www.rdoequipment.com

*Please refer to the RDO Promise Customer Agreement for complete details.

C&F012012

TITAN MACHINERY

1201 HWY 59 N, MARSHALL, MN | 507-532-5783

Quotation # 81614

Quote Date: 3/14/2014

Quote Valid Until:

JOSEPH SWENHAUGEN 507-829-6373

CUSTOMER: CITY OF BENSON
1410 KANSAS AVE
BENSON MN 56215-1506

Telephone: 320-843-4775
Cell Phone: -

PURCHASED EQUIPMENT:

(1) NEW	1306860	QUICK QUOTE QQCE, Serial # QQ 2014 Case 721F Wheel Loader	\$171,655.00
		Total Delivery Charge:	\$0.00
			Total Price: \$171,655.00

TRADE-IN EQUIPMENT:

(1) USED	11522576	CASE 721, Serial # JAK0022294	\$20,000.00
			Total Trade-In Allowance: \$20,000.00

QUOTE SUMMARY:

RETAIL FINANCE TERMS:

Finance Company:

Total Equipment/Trade Difference:	\$151,655.00
Other Options/Fees:	\$0.00
Sales Tax:	\$0.00
Total Balance Due:	\$151,655.00

Payment Schedule

EST. NO. OF PAYMENTS	EST. PERIOD OF PAYMENTS	EST. BEGINNING MM/DD/YYYY	EST. AMOUNT OF EACH PAYMENT
	0 months		\$0.00



Dependability • Commitment • Performance

The RDO Promise - Uptime Guaranteed™ includes*:

- 1. Equipment walk around upon delivery (Included)**
 - A qualified RDO Equipment Co. employee will be responsible for a thorough explanation of the machine when the unit is delivered
- 2. Balance of Basic Factory Warranty (Included)**
- 3. FREE loaner (Included)**
 - RDO Equipment Co. will make every effort possible to supply the customer a free loaner during the first 12 months of ownership, if it is determined we cannot get your machine up and running within 36 hours
- FREE travel time on warranty items during**
 - Basic Factory Warranty period (Included)
- FREE After Sales Inspection (Included)**
 - RDO Equipment Co. will perform the first scheduled engine oil change and machine inspection after purchase. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR). It is the customer's responsibility to schedule the oil change
- 6. FREE inspection prior to unit coming out of warranty period (Included)**
 - A qualified RDO Equipment Co. employee will inspect machine before any basic or extended warranty expires
- 7. Guaranteed field service response time (Included)**
 - RDO Equipment Co. guarantees a field service technician will be on the road toward your jobsite within 4 hours of contacting our field service dispatch personnel
 - During normal store hours of operation, 8:00 am - 5:00 pm, Monday - Friday, excluding holidays
- 8. Lease or retail finance plan**
 - Optional and tailored to customer
- 9. Secure Extended Warranty plan**
 - Optional and tailored to customer
- 10. GPS Monitoring**
 - Optional and tailored to customer with access to the tracking data upon request
- 11. Total repair and scheduled maintenance**
 - Optional and tailored to customer with preventive maintenance programs, oil samples, and machine inspections



JOHN DEERE



www.rdoequipment.com

*Please refer to the RDO Promise Customer Agreement for complete details.

CRF012612



POLAR



THANE HAWKINS POLAR CHEVROLET

1801 E. County Rd. F, White Bear Lake, MN 55110 (651) 429-7791

Phone: 612.750.1275 Fax: 651.653.5511 Toll-Free: 866.299.8188

December 17, 2013

City of Benson
1410 Kansas Avenue
Benson, MN 56215
Attn: Wade Ascheman

Regarding your request for a State Contract price quote for a 2014 Chevrolet Express AWD 1500 cargo van, we have itemized the information you require:

STATE CONTRACT 72021:

ITEM/MODEL:

CV14 Chevrolet Express 1500 AWD cargo van **\$23,590.00**

CONTRACT EQUIPMENT:

5.3 liter gas/E85 V8	included
4 spd electronic automatic trans	included
StabiliTrak electronic stability control	included
3.42 open rear axle	included
P245/70R17 all-season tires	included
AM/FM radio <u>accommodations</u>	included
Side curtain airbags	included
Air conditioning & heat front only	included
Power windows/power door locks W/O keyless entry	included
Full vinyl floors	included
Vinyl front bucket seats	included
Front airbags, driver and passenger	included
Daytime running lamps	STD

REVISIONS REQUESTED:

Custom cloth bucket seats	42.50
Rear park assist	250.75
Rear view camera	170.00
AM/FM stereo	174.25
Cruise control/tilt steering wheel	335.75
Bulkhead behind seats with door	415.65
Interior dome & reading lamps	STD
Summit White ext/ Pewter int	N/C

Specializing in State, county and local municipal sales

TOTAL VEHICLE PRICE:

\$24,978.90

WARRANTY COVERAGE:

Bumper to Bumper:	3 years/36,000 miles
Federal Emissions	5 years/50,000 miles
Rust-through	6 years/100,000 miles
Powertrain (engine, transmission, drive axles, etc)	5 years/100,000 miles

MAINTENANCE COVERAGE:

Scheduled maintenance 2years/24,000 miles
includes oil, filter, tire rotation for a maximum of 4 visits

WARRANTY COVERAGE:

Bumper to Bumper:	3 years/36,000 miles
Powertrain processor & Catalytic convertor	8 years/80,000 miles
Rust-through	6 years/100,000 miles
<i>Powertrain (engine, transmission, drive axles, etc)</i>	<i>5 years/100,000 miles</i>

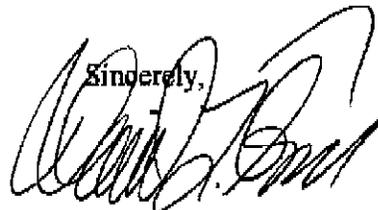
APPROXIMATE DELIVERY:

90 days A.R.O.

IF YOU PURCHASE -WE NEED:

PURCHASE ORDER OR LETTER OF PURCHASE

Thank you for your consideration.

Sincerely,


David L. Thomas
Fleet Sales Manager

Specializing in State, county and local municipal sales

218
770
7698



• Thane Hawkins Polar Chevrolet
• 1801 East County Road F
• White Bear Lake, MN 55110

To: Todd
Fax number: (320) 842-7151

From: Dave Thomas
Fax number: (651) 653-5511
Business phone: (612)750-1275
Home phone: (866)299-8188

Date & Time:
Pages: 2
Re: Additional cost for bin package



Date: 3/14/2014

GM DEALER

N/A

DETROIT

MI 12345

RE: GM Full Size Van (2014)

Item#	QTY	Description	Remarks	Price
6455	1	25526 Electrical Container Interior		
1		1 DOOR KIT 80030-42		
2		1 DRAW SYS 8-DRAW, 12X13X18		
3		6 DIVIDER/PNTD. #50KD		
4		1 DIVIDER KIT,UPRSHLFLA,PC		
5		7 KD UMT 16X26X2 HD		
6		1 DWR/CAB/RK MIDDLE		
7		1 B1-M2-C2 PARTITION		
8		2 FOUR HOOK BAR		
9		7 WAG KIT,ROUND,NORMAL,GM		
10		1 SPOOL WLDR 8' S-BAR		
11		1 2-DRAWER MEDIUM		
12		1 WELDED SHELF,87W		
TOTAL				\$ 3,919.05

NOTES:

Spec subject to change pending 2014 vehicle validation.

Quote No.: 10-42897-10
 Quoted: 5/06/2013
 Version No.: 1
 Page: 1

**RESOLUTION TO CONTRACT FOR SALE OF
SURPLUS, OBSOLETE OR UNUSED EQUIPMENT**

WHEREAS, the City of Benson has a need from time to time to sell surplus, obsolete or unused equipment; and,

WHEREAS, the Minnesota Municipal Contracting Law, Minnesota Statutes Section 471.345, Subdivision 17 permits a municipality to sell such surplus, obsolete or unused equipment, without a requirement of competitive bidding, by using an electronic selling process in which purchasers compete to purchase the surplus equipment at the highest price in an open and interactive environment; and,

WHEREAS, the City Council finds that the use of such an electronic selling process would be cost effective, efficient and in the best interest of the City and its citizens; and,

WHEREAS, J.A.X. of Benson is a local franchisee of K-Bid and is able to provide an electronic selling process which will fill the needs of the City; and,

WHEREAS, Jack Evenson, the owner of J.A.X. of Benson is a member of the Benson City Council and therefore a public officer of the City of Benson, Minnesota Statutes Section 471.87 prohibits a public officer who is authorized to take part in any manner in making any sale, lease or contract in an official capacity from having a financial interest in that sale, lease or contract or from personally benefitting therefrom; and,

WHEREAS, Minnesota Statutes Section 471.88 provides an exception to the prohibition stated in Minnesota Statutes Section 471.87 for a contract for which competitive bids are not required by law; and,

WHEREAS, competitive bids are not required by law to enter into a contract for services for arranging the sale of city property; and,

WHEREAS, the City Council finds that the contract price offered by J.A.X of Benson is as low as or lower than the price at which the services could be obtained elsewhere.

NOW THEREFORE IT IS HEREBY RESOLVED that the city manager is authorized to enter into a contract with J.A.X of Benson for the sale of surplus, obsolete or unused City equipment through the use of an electronic selling process which meets the requirements of Minnesota Statutes Section 471.345, Subdivision 17.

**POLICE OFFICER DECLARATION
(RESOLUTION NO. 2014-)**

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City Council of the City of Benson hereby declares that the position titled Part-Time Police Officer, currently held by Scott Girard meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

2014 Capital Grant Contract

This Grant Contract is made by and between the state of Minnesota, acting by and through its Commissioner of Transportation ("STATE") and City of Benson, a Government Unit ("RECIPIENT").

BACKGROUND

The purpose of this Grant Contract is to provide non-operating assistance to rural transit systems for capital projects that further the purposes of Minnesota Statutes, Section 174.21. STATE capital funds from the Greater Minnesota Transit Account are available in amounts determined at the sole discretion of the commissioner under the Public Transit Participation Program in Minnesota Statutes, Section 174.24, subdivision 3c.

NOW therefore, it is agreed:

I. TERM OF GRANT CONTRACT

This Grant Contract is effective upon execution by STATE and RECIPIENT officials for work performed under this Grant Contract during the period from January 1, 2014 through December 31, 2014.

II. RESPONSIBILITIES OF RECIPIENT

A. Making Capital Purchases.

RECIPIENT will make capital purchases for its public transit program as described in the *Management Plan*, which is attached and incorporated into this grant contract as **Exhibit II**.

B. Procurement Procedures.

RECIPIENT will follow and document its own procurement procedures and agrees to work with STATE to ensure compliance with STATE's procurement procedures.

C. Participation in Cooperative Vehicle Procurement Process & Ordering Vehicles.

For any vehicle procurement, RECIPIENT agrees to participate in STATE's Cooperative Vehicle Procurement process, which has been conducted in compliance with all federal and state procurement requirements. RECIPIENT must be an approved member of Minnesota's Cooperative Purchasing Venture (CPV) to purchase vehicles through the STATE Cooperative Vehicle Procurement. RECIPIENT must submit all orders to purchase vehicles to its STATE transit project manager for approval by June 30, 2014. STATE will not fund any RECIPIENT vehicles for which orders are not received by the transit project manager by June 30, 2014, unless RECIPIENT has received pre-authorization from STATE to order vehicles after June 30, 2014.

RECIPIENT is responsible for all costs that exceed the total approved capital costs as determined by STATE in Article III.

D. Disposing of Vehicles.

Vehicles purchased by RECIPIENT under this grant contract must be disposed of in accordance with the policy outlined in STATE's Office of Transit *Vehicle Disposition/Transfer Procedures (March 2010)*, which is available on STATE's website.

E. Records and Reports

RECIPIENT will establish a set of accounts in which all public transit costs and revenues are recorded so that they may be clearly identified, easily traced, and substantially documented. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles.

RECIPIENT will provide STATE with reports summarizing the financial and operational data for each month of the Grant Contract Term. RECIPIENT will prepare reports on the *Request for Funds* form prescribed by STATE. Reports must be submitted no later than 30 days following the month for which the report is prepared, with the exception of the final report, which will be submitted no later than 90 days following the end of the Grant Contract Term. If RECIPIENT fails to submit required records on time, STATE may withhold funds until RECIPIENT complies with the reporting requirement.

III. RESPONSIBILITIES OF STATE**A. Determination of STATE Funds.**

According to the discretion provided in Minnesota Statutes, section 174.24, subdivision 3c, STATE has determined that the capital funds available for eligible costs to RECIPIENT shall not exceed the amounts in **Exhibit I, Financial Assistance**, which is attached and incorporated into this Grant Contract.

B. Payment of STATE Share.

STATE will pay RECIPIENT the STATE share of eligible capital costs when RECIPIENT submits to STATE a *Request for Funds* form prescribed by STATE and accompanying invoice(s). STATE will not process a payment for eligible capital equipment or facility improvements that have not been fully inspected by or in the possession of RECIPIENT.

IV. State Audits

RECIPIENT and any third party contractor will establish a set of accounts in which all public transit-related costs and revenues are recorded so that they may be clearly identified, easily traced, and substantially documented. All accounting practices applied and all records maintained must be in accordance with Generally Accepted Accounting Principles. The books, records, documents, and accounting procedures and practices of RECIPIENT and any third party contractor relative to this Grant Contract are subject to examination by the Auditor, State Auditor, the Legislative Auditor, and the Federal Transit Administration, during regular working hours, whenever necessary.

RECIPIENT will have 14 calendar days from receipt of a final audit to respond to the audit. Failure to respond to the audit within 14 calendar days may be deemed to be acceptance of the audit findings by RECIPIENT, after which STATE may proceed to final closeout of the grant contract. All required records must be maintained for at least six years from the date of final payment or the expiration date of this Grant Contract, whichever occurs first.

V. Authorized Agents

STATE's Authorized Agent for administering this Grant Contract is **MnDOT's Office of Transit, 395 John Ireland Blvd., St. Paul, MN 55155**. STATE's Authorized Agent will have final authority for acceptance of RECIPIENT's services provided for under this Grant Contract.

RECIPIENT's Authorized Agent(s) for administering this Grant Contract is: **City of Benson, Robert Wolfington, 1410 Kansas Avenue, Benson, MN 56125, (320) 843-4293, or his/her successor.**

VI. Jurisdiction and Venue.

The laws of the state of Minnesota govern this Grant Contract. Venue for all legal proceedings arising out of this Grant Contract, or breach of this Grant Contract, is in state or federal court with competent jurisdiction in Ramsey County, Minnesota.

VII. Liability

RECIPIENT will indemnify, save, and hold STATE, its agents, and employees harmless from any and all claims or causes of action arising from the performance of this Grant Contract by RECIPIENT or RECIPIENT's agents or employees. This clause does not bar any legal remedies RECIPIENT may have for STATE's failure to fulfill its obligations pursuant to this Grant Contract.

VIII. Officials Not to Benefit

RECIPIENT and all third party contractors warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for RECIPIENT, to solicit and secure this Grant Contract. RECIPIENT has not paid or agreed to pay any company or person, other than a bona fide employee working for RECIPIENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Grant Contract.

IX. Assignment, Transfer, or Waiver

RECIPIENT may neither assign nor transfer any rights or obligations under this Grant Contract without the prior written consent of STATE. This Grant Contract contains all prior negotiations and Grant Contracts between RECIPIENT and STATE. No other understandings, whether written or oral, regarding the subject matter of this Grant Contract will be deemed to exist or to bind either or both of the parties. STATE's acceptance of RECIPIENT's services does not waive any provision of this Grant Contract and does not relieve RECIPIENT of the responsibility for subsequent corrections.

X. Amendments

An amendment to this Grant Contract must be in writing and executed by all parties, or their successors in office, to this Grant Contract. The parties to this Grant Contract expect to amend this Grant Contract when future federal funds become available for these vehicles and agree to follow appropriate contract execution procedures for any subsequent amendments.

XI. Insurance**A. Certificate of Insurance.**

RECIPIENTs who are governmental entities will obtain the insurance required in paragraph B for the term of this Grant Contract. Within 30 days of expiration of an insurance policy, RECIPIENT will provide STATE with evidence that a new policy has been obtained. RECIPIENT will notify STATE immediately upon a change in the term or conditions of an insurance policy.

B. Types of Insurance Required.

1. **Workers' Compensation Insurance.** RECIPIENT will provide workers' compensation insurance for all RECIPIENT's employees and, in case any work to be performed by a third party contractor, RECIPIENT will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than:
 - \$100,000.00 bodily injury by disease per employee;
 - \$500,000.00 bodily injury by disease aggregate; and
 - \$100,000.00 bodily injury by accident.

Evidence of third party contractor's insurance must be filed with RECIPIENT.
2. **Commercial General Liability Insurance.** RECIPIENT is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under the Contract.
 - **For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern.**
 - **All other RECIPIENTs must have minimum insurance coverage of \$2,000,000 per occurrence.**

The following coverages will be included:

 - Premises and Operations Bodily Injury and Property Damage
 - Personal and Advertising Injury
 - Blanket Contractual Liability
 - Products and Completed Operations Liability
 - State of Minnesota named as an Additional Insured
3. **Commercial Automobile Liability:** RECIPIENT is required to maintain insurance protecting the them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under the Contract whether such operations were by

RECIPIENT or by a subcontractor or by anyone directly or indirectly employed under the Contract.

- **Minimum insurance amounts are the same as provided in clause 2 above.**

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile
- State of Minnesota named as an Additional Insured.

4. **Excess insurance.** An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this Contract. (FSC) VII or better and must be authorized to do business in the State of Minnesota.

XII. TERMINATION OF GRANT CONTRACT

A. Termination

STATE may terminate this Grant Contract at any time, with or without cause, upon 30 days written notice to RECIPIENT. If this Grant Contract is terminated, STATE will pay RECIPIENT on a pro rata basis for services satisfactorily performed or delivered.

In the event STATE cannot or does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a level sufficient to allow for the purchasing of the services or goods contained herein, this Grant Contract may be immediately cancelled, at STATE's option, by written notice of cancellation delivered in person, by mail, or via facsimile to RECIPIENT at the address specified in this Grant Contract. STATE will not be obligated to pay for any services or goods provided by RECIPIENT after such notice of cancellation.

B. Non-Performance

RECIPIENT will provide timely records and reports as required in Article II, paragraph E. STATE may withhold all federal funds quarterly payments and the second and third STATE funds payments until RECIPIENT submits reports as required. STATE may terminate this Grant Contract upon 30 days' written notice to RECIPIENT for RECIPIENT's repeated failure to comply with state, federal, and local regulations and with the Management Plan. STATE may withhold payment or immediately terminate this Grant Contract at any time if RECIPIENT fails to comply with the provisions of this Grant Contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, and unusually severe weather, provided that the defaulting party gives notice as soon as possible to the other party for the inability to perform.

XIII. DATA DISCLOSURE

Under Minnesota Statutes § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

XIV. GOVERNMENT DATA PRACTICES.

The RECIPIENT and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes § Chapter 13, as it applies to all data provided by the STATE under this Grant Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the RECIPIENT under this Grant Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the RECIPIENT or STATE.

IN WITNESS WHEREOF, the parties have caused this Grant Contract to be duly executed intending to be bound thereby.

1. RECIPIENT

RECIPIENT certifies that the appropriate person(s) have executed the contract on behalf of RECIPIENT required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: **City Manager**

Date: _____

AND

By: _____

Title: **City Clerk**

Date: _____

City of Benson

2. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Joe Schowell

Date: 2/27/2014

P.O. No. T9901-3000172662

4. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: Contract Administrator

Date: _____

3. DEPARTMENT of TRANSPORTATION

By: _____
(with delegated authority)

Title: Office or Planning Director, Office of Transit

Date: _____

2014 Financial Assistance

Legal Name	City of Benson
Contract Number	05508
Funding Source	State Funds (GMT)

State Funds (GMT)			
Description	Total Amount (100%)	State Share Amount (80%)	Local Share Amount (20%)
Bus Camera Systems	\$18,000.00	\$14,400.00	\$3,600.00

Exhibit I

10 Year Capital Plan Report

Calendar Year: 2014
Organization Legal Name: City of Benson
Transit System Name: Benson Heartland Express

Advanced Technology Plan

Description	Anticipated Total Projected Cost									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
bus cameras for 3 buses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Facility Plan

Description	Anticipated Total Projected Cost									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
None	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Transit Vehicles Capital Plan

Vehicle Vin #	Vehicle Class	Replace/ Expand	STIP Year	Anticipated Total Replacement Cost									
				2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1FDXE45S14HB0 4632	400	Replace	2015	\$57,000	\$0	\$60,000	\$0	\$62,000	\$0	\$64,000	\$0	\$66,000	\$0

Exhibit II

Comments

Revisions

Created By/Date: rob.wolfington@co.swift.mn.us 07/23/2013

Modified By/Date: herf1bev 02/12/2014

Councilmember Fugleberg offered the following resolution:

**RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT
WITH THE STATE OF MINNESOTA TO PROVIDE
PUBLIC TRANSPORTATION SERVICE IN THE CITY OF BENSON
(RESOLUTION NO. 2013-09)**

Resolved that the City of Benson, MN to enter into an Agreement with the State of Minnesota to provide public transportation service in the City of Benson.

Further resolved that the City of Benson agrees to provide a local share of 20% percent of the total operating cost and 20% of the total capital costs.

Further resolved that the City of Benson authorizes the City Manager and the City Clerk to execute the aforementioned Agreement and any amendments thereto.

Council Member Hess seconded the foregoing Resolution and the following vote was recorded: AYES: Landmark, Fitz, Kittelson, Hess, Fugleberg. NAYS: None. Thereupon the Mayor declared Resolution 2013-09 duly passed and adopted.

Adopted this 17th day of June, 2013

/s/ Paul Kittelson
Mayor

Attest: /s/ Glen Pederson
City Clerk

CERTIFICATION

State of Minnesota
City of Benson

I hereby certify that the foregoing Resolution is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Benson, Minnesota at a duly authorized meeting thereof held on the 17th day of June, 2013, as shown by the minutes of said meeting in my possession.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this 29th day of July, 2013.

(SEAL)

Glen Pederson
City Clerk

**A RESOLUTION ADOPTING A SCHEDULE OF FEES AND CHARGES
FOR VARIOUS SERVICES
FOR THE CITY OF BENSON, MINNESOTA
(RESOLUTION NO. 2014-)**

Now Therefore, the City Council of the City of Benson, Minnesota, resolves:

Section 1. All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this resolution. All citations below are to various sections of the city code unless otherwise indicated.

Section 2. The following are the fees and charges for the permits, licenses and services listed below which are referenced to the section of the city code which authorizes their establishment:

1. Pursuant to Ch. 50: Appendix: Utility Rates, Ch. 52: Appendix: Sewer Service Charges, Ch. 53 & Ch. 55, the utility rates are as follows:

- A) The monthly penalty assessed for all utility services is ~~10%~~ 1.5% to be effective on the first day of the month this resolution is adopted.



INVOICE

Invoice Number	779182
Invoice Date	March 28, 2014
Customer Number	92404
Project Number	193802690

Bill To

City of Benson
Accounts Payable
1410 Kansas Avenue
Benson MN 56215
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: 2014 Benson General

Stantec Project Manager:	Lembke, Eric S
Stantec Office Location:	St. Paul MN
Current Invoice Due:	\$7,334.80
For Period Ending:	March 21, 2014

Due on Receipt

INVOICE

Invoice Number

779182

Project Number

193802690

Top Task 201

GIS

Review City's laptop, load record plans, add lot dimensions, block numbers and plat information.

Professional Services

Category/Employee	Hours	Rate	Current Amount
GIS Specialist	18.00	106.00	1,908.00
	0.50	88.00	44.00
	18.50		1,952.00
Professional Services Subtotal	18.50		1,952.00

Top Task 201 Total

1,952.00

Top Task 202

Mapping

Data dictionary set up, calibration, work flow establishment, meet with City staff.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	18.00	122.00	2,196.00
	18.00		2,196.00
Professional Services Subtotal	18.00		2,196.00

Top Task 202 Total

2,196.00

Top Task 207

Public Works- Sanitary

Discuss WWTP items, obtain costs, evaluate options for plan with staff, research hydrants, pipe length locations on site, research availability of chlorine water for backwash of filters.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Field Supervisor	6.00	110.00	660.00
	6.00		660.00
Project Manager	2.00	152.00	304.00
	2.00		304.00
Professional Services Subtotal	8.00		964.00

Disbursements

Direct - Vehicle (mileage)

Current Amount

30.80

INVOICE

Invoice Number

779182

Project Number

193802690

Disbursements Subtotal

30.80

Top Task 207 Total

994.80

Top Task 210

WWTP Trickling Filter Repair

Review change orders, negotiations with KHC, review contractor submittal, prepare change order letter and send to City for review, send formal letter to KHC, discuss payment application.

Professional Services

Category/Employee

Hours

Rate

Current Amount

Project Manager

3.00

148.00

444.00

11.50

152.00

1,748.00

14.50

2,192.00

Professional Services Subtotal

14.50

2,192.00

Top Task 210 Total

2,192.00

Total Fees & Disbursements

\$7,334.80

INVOICE TOTAL (USD)

\$7,334.80