

**City Council Regular Meeting Agenda
City Council Chambers
May 21, 2012**

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|---------|-----|---|
| Page | | 5:30 p.m. Call the Meeting to Order at City Hall (Mayor) |
| | 1. | Persons with Unscheduled Business to Come Before the City Council (Mayor) |
| | 2. | Review the Consent Agenda: (Mayor) Canary |
| | | a. Minutes: |
| 2-5 | | ▪ 5.7.12 City Council Meeting |
| 6-7 | | ▪ 5.7.12 Planning Commission Meeting |
| | | b. Correspondence: |
| 8 | | ▪ SCBH Emerald Eve Committee |
| 9 | | ▪ Charter Communications Rate Change |
| | | ▪ Notice of Termination of Lease – Benson Market South |
| 10-11 | | ▪ UMRDC – Benson Small Cities Development Grant – Plan to Promote Economic Opportunities |
| | | c. Applications: |
| | | Vacancies on Boards & Commissions: |
| | | ▪ Airport Advisory – 1 |
| | | ▪ Park Board - 2 |
| | | d. Overnight Travel: |
| | | ▪ Mayor - LMCIT Annual Conference Duluth June 20-22, 2012 |
| | | ▪ City Manager – FEMA Training June 17-22, 2012 |
| 12-17 | 3. | Secretary of Energy Steven Chu – WAPA Memo (Blue) |
| 18-26 | 4. | MRES Transmission Owner Revenue Sharing Services Agreement (Tan) |
| 27-29 | 5. | MRES -Midwest Independent Transmission System Operator Transmission Facilities Assignment Agreement (Green) |
| 30 | 6. | Swift County HRA – Benson Small Cities Policy Approval (White) |
| | 7. | Review Draft of Stormwater Utility: (Blue) |
| 31-32 | a. | Stormwater Ordinance |
| 33 | b. | Stormwater Resolution |
| | 8. | Airport Hangar Project Agreement: (Tan) |
| 34-39 | a. | TDKA Authorization for Performance of Services |
| 40-71 | b. | FAA Terms & Conditions |
| 72 | 9. | Pay Request – Stantec – Engineering Services Water Treatment Plant - \$13,384.22 (Green) |
| 73 | 10. | Pay Request – Stantec – General Engineering Services - \$6,229.54 (Green) |
| 74-117 | 11. | Budget Report, Bills & Warrants (White) |
| 118-120 | 12. | Addition of 2 nd Slide at the Benson Water Park (Mayor) (Blue) |
| | 13. | Adjourn: Mayor |

Draft

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
MAY 7, 2012**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Gary Landmark, Ben Hess, Mike Fugleberg, and Sue Fitz. Members Absent: None. Also present: Director of Public Works Elliot Nelson, Director of Finance Glen Pederson, City Manager Rob Wolfington, Building Official Mike Jacobson, City Attorney Don Wilcox, Missouri River Energy Services employees William Steinmetz, Todd Berg, John Goulet and Bill Radio, Swift County-Benson Hospital Administrator Frank Lawatsch, Swift County-Benson Hospital Board Chairman Chuck Koenigs, Hospital Project Manager Steve Larson, Stantec Engineer Ryan Capelle, Pauline Wroblewski and Nikki Larson.

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

- April 16, 2012 City Council Meeting
- April 12, 2012 Safety Committee Meeting
- March 26, 2012 Swift County-Benson Hospital Meeting

Wolfington reviewed a letter from the Minnesota Department of Health regarding the Sanitary Survey Report for the Benson Public Water Supply. He reported that no deficiencies were identified.

It was moved by Fugleberg, seconded by Hess and carried unanimously to appoint Sandy Hill to the Benson Area Tourism Board with a term ending 12/31/2015.

Wolfington recapped the International Bio-Mass Conference he attended in Denver, Colorado last month. He stated next year it will be held in Minneapolis, Minnesota. Wolfington and Mayor Kittelson will be attending the Missouri River Energy Services Annual Meeting May 9 & 10 in Sioux Falls, SD.

Wolfington invited Bill Radio to approach the Council. Wolfington explained that recently Missouri River Energy Services (MRES) became recognized by the Midwest Independent Transmission Operator (MISO) as an electric transmission owner. Benson is one of the MRES members that also have transmission capabilities. By transferring control of our transmission facilities to MRES, we would be eligible for a small amount of revenue until 2016. After that we would be eligible for recovery of our entire transmission revenue requirement. Current MRES members considering this agreement are Benson and Detroit Lakes. Radio explained the Facility Assignment Agreement with MRES would sign over operational control of the City's transmission facilities to MRES. The Revenue Sharing Agreement details how MRES would provide us with any revenues they receive from our transmission. The Council agreed to review and table this item until a future meeting.

Next Wolfington stated the City of Benson signed an agreement with MRES in 1998 for Operations and Maintenance of our electric utility. A renewal contract has been reviewed by City Attorney Wilcox. Wolfington recommended approval of the contract. It was moved by Fitz, seconded by Landmark and carried unanimously to approve a 6 year contract with MRES.

Next Bill Radio introduced William Steinmetz as a new MRES apprentice line worker in Benson.

Radio informed the Council the American Public Power Association (APPA) recognized Benson Line Department with a Platinum award of excellence. The APPA reviews several areas of operation. Of the of 2,000 public power communities in the country, 176 were designated with awards. Out of 126 communities in Minnesota, 6 were designated award winners, 4 were MRES communities and 2 were Maintenance and Operations participants.

Wolfington discussed Resolution 2012-09 passed at the April 18th, 2012 Council meeting to Raze and Remove a dangerous garage damaged by fire. Wilcox stated the Council needed to set a date for the building to be demolished by and to give the homeowner the option to appeal the resolution. Jacobson stated nothing has been done to the building since the fire. Jacobson also stated the roof was failing before the fire, as well as the rest of the building. Pauline Wroblewski and Nikki Larson stated their insurance company compensated them to repair the building, which has minimal damage. The Council directed Jacobson to meet with Wroblewski on Wednesday, May 9, 2012 to look over the building and make an assessment. Wilcox stated 30 days from analyzing the structure, a date can be set to complete whatever work will need to be done.

Swift County-Benson Hospital (SCBH) Administrator Lawatsch, Board Chairman Koenigs and Clinic project manager Steve Larson approached the Council with a project update on the new Clinic addition to the Hospital. Also presented was a resolution to approve SCBH funding the project by issuing taxable and non-taxable hospital revenue bonds in the amount of \$2.6 million dollars each. The City and County both need to approve the resolution before bonds can be issued.

Councilmember Landmark offered the following Resolution and moved its adoption:

**RESOLUTION TO GIVE SWIFT COUNTY-BENSON HOSPITAL
AUTHORITY TO ISSUE BONDS
(RESOLUTION NO. 2012-10)**

WHEREAS, the Swift County-Benson Hospital (SCBH) intends to undertake a construction project, at a cost of approximately \$5,217,050.00, which will include the addition of a new clinic to be occupied by Affiliated Community Medical Centers and other improvements to the existing hospital building; and,

WHEREAS, SCBH intends to finance the construction project by issuing taxable hospital revenue bonds for the clinic construction and non-taxable hospital revenue bonds for the other improvements, in the amounts of approximately \$2.6 million each; and,

WHEREAS, SCBH has no authority to issue said bonds except with the approval of the County of Swift and the City of Benson; and,

WHEREAS, the City finds that the construction project will be of great benefit to the citizens of the City of Benson and that the proposed issuance of hospital revenue bonds is a proper method with which to finance the project.

NOW THEREFORE IT IS HEREBY RESOLVED, that the proposed issuance by Swift County-Benson Hospital of hospital revenue bonds in the amounts of approximately \$2.6 million of taxable bonds and approximately \$2.6 million of non-taxable bonds for the purpose of financing the planned hospital construction project is hereby approved.

Member Fugleberg seconded the foregoing motion and the following vote was recorded: AYES: Landmark, Fugleberg, Kittelson, Hess. NAYS: None. ABSTAIN: Fitz. Whereupon the Mayor declared Resolution No. 2012-10 duly passed and adopted.

Mayor Kittelson reviewed an ordinance to vacate alleys south of the Swift County-Benson Hospital. There was discussion homeowner Beth Schlangan should be able to access her back yard from the parking lot which will be adjacent to her property. It was moved by Landmark, seconded by Hess and carried unanimously to approve the second reading of An Ordinance To Vacate Alleys No. 203. The following vote was recorded: AYES: Kittelson, Landmark, Fugleberg, Fitz and Hess. NAYS: None. Koenigs shared appreciation from SCBH for the City's support in all of the hospital's projects.

Next was discussion on service coverage of the caterpillar generators in the power plant. Currently the City has two agreements. One is a maintenance agreement which expires in February of 2013. The other is an extended warranty agreement which expires in May of 2012. The cost of the warranty on each engine will be \$9,960.00 for three years and we have 5 engines. There was discussion on the maintenance agreement. Wolfington stated we have had good luck so far with the engines. He also stated the City can have the option of one of the agreements or both. It was moved by Landmark, seconded by Fitz and carried unanimously to approve the Extended Warranty Agreement.

Next was discussion about replacing the playground equipment at Countryside Park, which is mostly original from 35 years ago. Fitz stated this is the last park in town to be updated. Wolfington stated there will be a \$7,000 discount from the manufacture per a Little Tikes In Motion Outdoors Grant. After discussion and review of the playground plans, it was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the Flanagan Sales Inc. quote in the amount of \$14,850.00.

Wolfington presented 2 maps to the Council, outlining possible railroad right-of-way projects. One area is on west highway 9 which is an old lumber yard currently owned by Glacial Plains. He would like to remove old buildings there. The other map is on highway 12 west, east of the old Benson Market site, which is also owned by Glacial Plains. He would like to turn this into a green space. He said the projects would be paid for by EDA funds. After discussion it was moved by Landmark, seconded by Fugleberg and carried unanimously to direct the City Manager to bring to the Council the cost of these projects.

Nelson approached the Council, introducing Ryan Cappelle with Stantec. He is the engineer working on the Water Treatment Project. Cappelle gave an update on the project. Nelson presented pay request #9 from KHC Construction for the Water Treatment Plant project. It was moved by Fitz, seconded by Hess and carried unanimously to approve the pay request to KHC Construction in the amount of \$152,162.00

Nelson presented the results of the concrete crushing bid opening. Bids were as follows: Central Specialties Inc. at \$4.04 per ton, Hard Rock Screening, LLC in the amount of \$3.49 per ton, Commerford Construction in the amount of \$6.98 per ton and Kraemer Trucking & Excavating, Inc. in the amount of \$4.15 per ton. It was moved by Hess, seconded by Fugleberg and carried unanimously to approve the bid from Hard Rock Screening in the amount of \$3.49 per ton.

Next Nelson discussed 3 street repair projects. First was a water main break repair on 16th Street South which will cost \$5,715.75. Next was an intersection at 10th Street South & Minnesota Ave. which is one of the oldest paved streets in town that continues to deteriorate after repairs made in the past. This will cost \$17,392.50. Lastly is a stretch of street on Kansas Avenue between 17th Street South and 19th Street South in the amount of \$68,902.25. It was moved by Hess, seconded by Fitz and carried unanimously to repair the three streets.

Rob stated the Senior Citizen Center runs and mostly maintains their building. In recent years they have lost Federal funding, making it impossible to pay their utility bill. After review Finance Director Pederson presented 3 options. One would be to convert their electric furnace to a high efficiency natural gas furnace. The next option would be for the City to pay their bill. The third would be to change their rate class from a demand customer to a commercial customer. After discussion, it was the consensus of the Council to change their rate from demand to commercial.

Landmark informed the City Council that he met with Rob Wolfington, Building Official Mike Jacobson, Administrative Assistant Val Alsaker and Police Chief Mike Jambor about the junk nuisance and abandoned vehicle ordinance. Wolfington stated our nuisance ordinance is adequate. Junk vehicles have been difficult. Per state statutes, towing vehicles, doing a lien search, inventorying contents of the vehicle and assessing costs to owners are some of the requirements involved in enforcing abandoned vehicles. A possible alternative is to charge penalties and fees and have the Police enforce and write citations, which can progress to the court system if unpaid fines occur. Other cities have had success with

this approach. After discussion, the Council directed Wolfingotn to bring proposed language back to the Council for consideration.

The March 2012 budget report was reviewed.

There being no other business, a motion was made by Landmark, seconded by Fitzand carried unanimously to adjourn the meeting at 7:10 p.m.

Mayor

City Clerk

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**MINUTES – BENSON PLANNING COMMISSION – REGUALR MEETING
MAY 7, 2012 AT 12:00 NOON**

Members Present: Ronan Rolland, Delbert Gonnerman, Sue Fitz, Ron Laycock and Mark Schreck

Members Absent: Karen Evenson, David Stewart

Also Present: Mike Jacobson & Rob Wolfington

Review Minutes

The April 2, 2012 Planning Commission minutes were reviewed. There was a motion by Fitz to approve the minutes, second by Rolland. The motion passed unanimously.

Storm Water Utility

Rob discussed creating a storm water utility. The City Council has been in discussion on this. An article about the possibility of creating a storm water utility was put in the Monitor News paper, with no feedback from the public. Proposed rates would generate revenue to maintain the storm sewer, as well as defray street sweeping costs, which prevents gravel and other debris from entering the storm sewer.

Street Reconstruction

Rob discussed street reconstruction and cost possibly associated with these projects. The Commission reviewed a map which showed evaluation of street conditions.

Other Business

Rob visited with Amundson-Peterson who is interested in ways to drain their property of excess water. The original plan was to drain it into the storm sewer, which isn't feasible. They are exploring other options.

City Attorney Wilcox received the deed for Benson Market South. The lease has been cancelled with the current lease holder of the bins on the site. The City is in the process of planting grass and trees at the Benson Market North sight.

At the City Council meeting tonight, there will be discussion on the old west lumber yard site owned by Glacial Plains and the possibility of buying it, and demolishing it, creating a green space. Another area of interest owned by Glacial Plains is property to the east of the Benson Market North which is currently a gravel parking area.

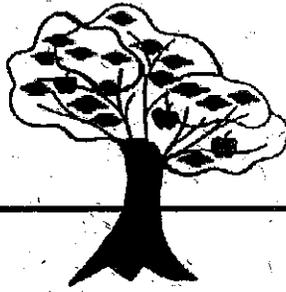
Rob gave an update on the new clinic project. The City Council will have the second reading of an ordinance to vacate two alleys at the proposed site. The Council will also have a resolution to approve bonding on the project.

There was discussion on adding the second slide to the Benson Aquatic Center.

Adjournment

There was a motion by Schreck, second by Gonnerman and passed unanimously to adjourn the meeting at 12:58 p.m.

SCBH
SWIFT COUNTY - BENSON HOSPITAL
FOUNDATION



*Sprint
us
CC next mtg*

1815 WISCONSIN AVE.
BENSON, MN 56215

PHONE: 320.843.4232
FAX: 320.843.4172

April 24, 2012

Dear City of Benson,

Thanks to you, the 17th annual Emerald-Eve "sailed away" with over \$20,000.00 that will be used for improvements at the Swift County-Benson Hospital's physical therapy department!

Under this year's "Sail into Spring" theme, the over 160 people who purchased tickets enjoyed an evening of delicious food, fund raising and dancing to celebrate and support our local hospital.

We thank you again for **your** continued support of the SCBH and Emerald Eve.

Sincerely,

Julie Holte, Chair
SCBH Emerald Eve Committee



E-MAIL / FACISMILIE / U.S. MAIL

May 11, 2012

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

Dear Mr. Wolfington:

Charter greatly values our relationship with local government officials and wants to make certain we alert you to forthcoming changes. Effective July 1, 2012, pricing will be adjusted for the following residential fees involving unreturned equipment, equipment rental and installation/service call fees. Customers are being provided advance notice of these price adjustments via bill message at least 30 days prior to the effective date.

Equipment Rental -- TV : Standard Digital Receiver & Remote from \$1.40 to \$0.00 for a decrease of (\$1.40), HD or DVR or Multi-Room Primary Receiver & Remote from \$6.40 to \$5.00 for a decrease of (\$1.40), Multi-Room Secondary DVR Receiver & Remote from \$3.40 to \$5.00 for an increase of \$1.60, Interactive Guide Services fee from \$3.60 to \$5.00 for an increase of \$1.40 (except for the Multi-room Secondary DVR receiver & remote, the Interactive Guide increase is offset by the receiver decrease listed above and will result in NO CHANGE in the Equipment/Service package fee).

Unreturned Equipment Pricing -- TV: HD only or Multi-room Secondary DVR Receiver from \$212.00 to \$184.00 for a decrease of (\$28.00), DVR or Multi-room Primary DVR Receiver from \$331.00 to \$289.00 for a decrease of (\$42.00), Remote Control from \$4.00 to \$3.00 for a decrease of (\$1.00), Basic Video Jumper from \$0.93 to \$1.00 for an increase of \$0.07, HD Video Jumper from \$3.85 to \$3.84 for a decrease of (\$0.01).

Installation / Service Call Fees: -- Special Trip Additional Outlet Activation (1 outlet) from \$29.98 to \$49.99, for an increase of \$20.01; Labor Charge from \$33.39 to \$49.99, for an increase of \$16.60; Inside Wire Service call from \$35.00 to \$45.00 for an increase of \$10.00; Special Trip Ancillary Equipment Installation from \$29.99 to \$49.99 for an increase of \$20.00.

We remain committed to providing excellent cable services to your community and all communities we serve. If you have any questions about these changes, please contact me at (763) 682-5982 Ext. 11511 or Tom.Bordwell@chartercom.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Bordwell'.

Tom Bordwell
Director, Government Relations
Charter

(763) 682-5982 Ext. 11511 | 101 6th Street NE
www.charter.com | Buffalo, MN 55313



Upper Minnesota Valley
REGIONAL DEVELOPMENT COMMISSION
Helping Communities Prosper

323 W Schlieman Ave. Appleton, MN 56208-1299 320.289.1981 (office) 320.289.1983 (fax) www.umvrdc.org

May 9, 2011

*Val
re next mtg*

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

RE: Benson Small Cities Development Grant #CDAP-10-0049-O-FY11

Dear Rob,

One of the conditions of the Benson Grant #CDAP-10-0049-O-FY11 is that all grantees must have a plan documenting how they promote Section 3 regarding economic opportunities for low and very low income persons.

Enclosed is a Section 3 Plan for your review and approval. Could you please return the signed copy to me. Please let me know if you have any questions.

Sincerely,

Barb Jordahl
Grants Administration

Enclosure



Section 3 Plan

The City of Benson, in conjunction with Small Cities Development Program Grant #CDAP-10-0049-O-FY11, has the following plan to direct employment and other economic opportunity generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 is a HUD requirement that is intended to ensure that when employment or contracting opportunity are available on HUD funded projects, preference is given to low- and very low-income persons or businesses. Being a Section 3 Business is not required; however, preference is given to those businesses.

The City of Benson will attempt to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within Swift County in which the Section 3 covered program or project is located.

The City of Benson, will participate in the HUD program which promotes the training or employment of Section 3 residents.

The City of Benson will participate in a HUD program or other program which promotes the award of contracts to businesses which meet the definition of Section 3.

The City of Benson will require all contractors to complete and submit the Section 3 Business Certification Form prior to awarding contracts. While being a Section 3 business is not required for the program, Benson will give preference to qualified, competitive Section 3 businesses.

Mayor

City Manager



The Secretary of Energy

Washington, DC 20585

March 16, 2012

MEMORANDUM FOR THE POWER MARKETING ADMINISTRATORS

KENNETH LEGG, SEPA
JAMES MCDONALD, SWPA (ACTING)
TIMOTHY MEEKS, WAPA
STEPHEN WRIGHT, BPA

FROM:

STEVEN CHU

SUBJECT:

Power Marketing Administrations' Role

BACKGROUND:

Our Nation has unprecedented opportunities to build a more secure and sustainable electric sector, one that:

- stimulates job creation along with local and regional economic development;
- accelerates introduction of new technologies ranging from cyber-security to alternative energy generation;
- takes greater advantage of our indigenous and inexhaustible resources;
- improves public health;
- reduces strategic vulnerabilities, price and supply risk, and environmental liabilities; and
- advances our competitiveness in international markets.

Taking greater advantage of energy efficiency, demand resources and clean energy – while at the same time reducing costs to consumers – requires a transition to a more flexible and resilient electric grid and much greater coordination among system operators. This can only be accomplished by upgrading our infrastructure to take advantage of modern communications and control technologies and bringing the benefits of increased connectivity to more Americans. As the Department of Energy's (DOE) own Power Marketing Administrations (PMAs) have historically played a valuable role in the electric sector, they can and should help lead this evolution.

As owners and operators of a significant portion of the infrastructure that is vital to this Nation's prosperity, the PMAs have the tools to take a leadership role in transforming our Nation's electric sector, to the extent allowable under their enabling statutes. In the weeks and months to come, I will be calling on the hard-working and dedicated employees of the PMAs. While the PMAs have been doing an admirable job in implementing the DOE's goals and are leaders in some areas, we can all do better. To that end, I will identify specific



goals intended to strengthen each PMA's ability to modernize the grid through leadership roles in their regions. Because of their uniqueness, I will provide individualized direction to each of the PMAs. This memorandum is intended to describe my foundational goals for the PMAs, thereby establishing a framework on which subsequent memoranda will build.

THE FOUR POWER MARKETING ADMINISTRATIONS:

The DOE's four PMAs have been reliably delivering electricity from federal hydroelectric dams for over 75 years. The federal hydropower system produces prodigious amounts of carbon free, low-cost electricity. The PMAs' transmission systems overlay the transmission and distribution systems of utilities in 20 states, which represent about 42% of the continental United States.¹

Over the years, the rights and responsibilities of three PMAs have expanded beyond simply selling energy from federal dams:

- BPA and WAPA purchase energy from non-federal generators on behalf of their customers;
- BPA has the authority to acquire the output of resources, including conservation, to meet load requirements;
- BPA, SWPA, and WAPA collectively own and operate 33,700 miles of transmission lines and 594 substations;
- BPA and WAPA have revolving loan funds for expanding this Nation's transmission grid;
- BPA is the primary transmission operator over two states; and
- SWPA and WAPA are empowered to facilitate private-sector development of transmission through use of the federal eminent domain authorities.

Each PMA has a different enabling statute. Within a PMA, each system of dams may have a different statute, and sometimes, even a single dam within the system has its own statute. All of this makes the administration of the PMAs extremely complex.

IMPROVING PMA EXISTING INFRASTRUCTURE:

The following summarizes the existing infrastructure owned and operated by the PMAs:

¹ The PMAs market power in 30 states, but only have transmission assets in 20 states.

FY 2011 PMA Statistics

| | Transmission lines (miles) | Substations (all voltages) | Powerplants ¹ | Installed capacity (MW) | Customers ² | Total Power & Transmission Rev (millions of dollars) | Sales (billions of kWh) | Percent of sales in marketing area |
|--------------|-------------------------------|-------------------------------|--------------------------|----------------------------|------------------------|--|----------------------------|---------------------------------------|
| Bonneville | 15,215 | 263 | 31 | 22,363 ³ | 276 | \$3,285 ⁴ | 83.1 ⁵ | 30% ⁷ |
| Southeastern | N/A | N/A | 22 | 3,392 | 489 | \$265 | 6.2 | 2% |
| Southwestern | 1,360 | 25 | 24 | 2,174 | 103 | \$171 ⁴ | 4.1 | 8% ⁸ |
| Western | 17,135 | 321 | 57 ⁹ | 10,508 | 687 | \$1,202 | 42.4 | 6% |
| Total | 33,730 | 609 | 134 | 38,437 | 1,555 | \$4,923 | 135.8 | N/A |

1. Plants are primarily owned by the Federal government and operated primarily by the U.S. Army Corps of Engineers and the U.S. Bureau of Reclamation. Production is marketed by the power marketing administrations.
2. Includes firm and nonfirm power customers and project use customers.
3. Nameplate rating for federally owned generation from BPA's 2010 "White Book" on loads and resources.
4. Total operation revenue, as reflected on page 1 of BPA's 2011 Annual Report.
5. Not an audited number.
6. FY 2010 number from 2012 BPA Rate Case Wholesale Power Rate Final Proposal, Statements A-F, July 2011.
7. Approximate percentage from page 22 of BPA's 2011 Annual Report.
8. Calculated from 2010 data.
9. Includes 56 hydropower plants and 1 coal-fired plant

Rev: 2/27/2012

As with much of the Nation's infrastructure, the PMAs' infrastructure is aging and some of it needs to be upgraded or replaced. The federal hydropower system needs investment just to maintain capability as well as capture additional incremental capability. As referenced above, the PMA's transmission lines overlap the transmission grid in more than 40% of the continental United States, the vast majority of which is alternating current (AC). Its AC nature means that the PMAs' equipment is integrally intertwined with the underlying system; therefore, the PMAs' equipment must be resilient.

I will be directing² that each of the PMA's strategic plans and capital improvement plans recognize the changing nature of the electric sector, including but not limited to complying with NERC reliability standards, integrating variable resources, scheduling on an intra-hour basis, centralizing dispatch, responding to solar flares and minimizing cyber-security vulnerabilities. As the grid becomes smarter, it is also imperative to address its vulnerabilities and to protect critical infrastructure. The PMAs are uniquely positioned to serve as test beds for innovative cyber-security technologies, and we should take advantage of that opportunity.

² I recognize that, in some cases, one or more of the PMAs may already be accomplishing the directive.

I recognize that the current economic environment is creating pressure on many of the PMAs' customers. Capital improvements, therefore, must be staged to ensure the costs are appropriately managed.

1. IMPLEMENTING THE PMA's NEW TRANSMISSION AUTHORITIES:

In the 2005 Energy Policy Act (EPAAct 05) and in the 2009 American Reinvestment and Recovery Act (ARRA), Congress gave new powers to two of the PMAs. These PMAs have been administering and must continue to administer their new authorities distinctly from their historic mission of delivering power from federal hydro dams.

a. Section § 1222:

While EPAAct 05 enabled both WAPA and SWPA to partner with third parties to develop needed transmission, the §1222 Program has not yet been used. Both WAPA and SWPA are actively evaluating applications under this authority.

DOE will continue to work with WAPA and SWPA to evaluate these applications, with a critical eye toward achieving the transmission development goals that Congress intended.

b. Borrowing Authority Program:

The Deputy Secretary has been working and will continue to work with WAPA and other Department entities to implement reforms necessary to ensure the borrowing authority programs are building the infrastructure this Nation needs while protecting and providing value to the taxpayer. Subsequent memoranda will provide specific directives on the borrowing authority program.

2. IMPROVING THE PMAs' RATE DESIGNS:

With the changing needs for and uses of the electric grid, rate design will also change. While continuing to market and deliver federal hydropower at cost-based rates, to the extent allowed by their enabling statutes and existing contractual arrangements, I am directing the PMAs to create rate structures that incentivize the following:

- energy efficiency programs,
- demand response programs,
- integration of variable resources, and
- preparation for electric-vehicle deployment.

I am also directing the PMAs, if applicable, to take actions that will minimize rate pancaking in their service territories.³ Further instructions will be provided by subsequent memoranda to implement the partnership between DOE headquarters and the PMAs to achieve this end.

³ Rate pancaking inhibits the transport of electricity over large distances. Advocating for the elimination of rate pancaking should not be viewed as a call for the creation of a regional transmission organization. My goal is to make the transport of electricity more economic.

3. IMPROVING COLLABORATION WITH OTHER OWNERS AND OPERATORS OF THE GRID:

The reliability of the grid depends on cooperation and collaboration among all owners and operators of the grid. I direct the PMAs to continue to look for ways to strengthen relations with other owners and operators of the grid and grid components, which should include, but not be limited to, the following:

- coordinating operations with neighboring balancing authorities;
- increasing cooperation between public and private power; and
- participating more effectively in regional planning.

I am also directing the PMAs to capture economies through partnering with others in planning, building, and operating the grid. I have been informed that WAPA is working with the WECC and other critical stakeholders, including the Public Utility Commission driven Energy Imbalance Market (PUCeim), National Renewable Energy Lab (NREL), and its customers, on the Energy Imbalance Market (EIM) proposal. WAPA has made a decision to assume that the EIM will go forward and that it will be a market participant. I applaud this decision, as it will capture many of the potential efficiencies that remain untapped in the Western Interconnection. While WAPA may incur costs during the initial transition to an EIM, ultimately the move should reduce the overall costs for WAPA's customers.

4. WORKING WITH CONGRESS TO MODERNIZE OVERSIGHT OF THE PMAS:

As discussed above, the statutes governing the PMAs are extremely complex. There are hundreds of different statutes--the earliest dating back to 1902--that affect how and to whom the PMAs market Federal power. Of course, there are also a plethora of statutes that apply to all entities in the electric sector including the PMAs, such as reliability standards and environmental laws. The maze of statutes can divert the PMAs' attention away from building and maintaining the infrastructure needed to compete in the global economy.

One of the PMAs, BPA, has a revolving fund that allows it to fund capital improvements. However, two PMAs--WAPA and SWPA⁴--must obtain Congressional approval to invest in even modest capital improvement, which could inadvertently limit the PMA's ability to maintain the reliability of the transmission grid.⁵ The PMAs should be given the financial rights and responsibilities to go along with their existing responsibilities for keeping the lights on.

⁴ While SEPA must also get Congressional approval for capital improvements, it does not own or operate transmission lines. Therefore, its ability to finance capital improvements does not directly affect grid reliability.

⁵ Historically, the PMA customers have recognized the difficulties created by this model and have worked with the PMAs either to fund directly capital projects or to pre-pay some of their utility bills allowing the PMA to use these customer advances towards capital improvements.

DOE will be asking Congress to provide both WAPA and SWPA with a revolving fund similar to BPA.

CONCLUSION:

The PMAs have done an admirable job delivering federal hydropower over the last century. However, while continuing a commitment to cost-based rates, the PMAs must now rise to the challenges of the 21st century. Just as DOE is calling on the private sector to help our Nation win the future, DOE and the PMAs must do the same. The federal government should be leading the way for a modern, secure and reliable electric transmission grid.

**TRANSMISSION OWNER REVENUE SHARING
SERVICES AGREEMENT
(MRES – CITY OF BENSON)**

This Transmission Owner Revenue Sharing Service Agreement ("Agreement") is made and entered into this ___ day of ____, 2012, by and between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services, a body corporate and politic organized under the laws of the State of Iowa and existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota and South Dakota ("MRES"), and the City of Benson, Minnesota, a municipal corporation of the State of Minnesota ("Municipality") (MRES and Municipality may be referred to individually as a "Party" and collectively as "Parties").

WHEREAS, Municipality desires to obtain revenue from certain 115 kV transmission facilities owned by Municipality and more particularly described in a Transmission Facilities Assignment Agreement between MRES and Municipality dated the same date hereof (the "Municipality Transmission Facilities"), which facilities are integrated with the Otter Tail Power Company ("OTP"), Great River Energy ("GRE"), Missouri River Energy Services ("MRES") and Midwest Independent Transmission System Operator, Inc. ("MISO") transmission systems; and

WHEREAS, Municipality will turn over operational control of the Municipality Transmission Facilities to MRES pursuant to the terms of the Transmission Facilities Assignment Agreement;

WHEREAS, MRES and the Municipality are parties to the Northern Cities Group Transmission Service Agreement ("TSA") dated November 1, 2010, pursuant to which MRES provides transmission service to Municipality;

WHEREAS, MRES, Western Minnesota Municipal Power Agency ("WMMPA"), and OTP are parties to the Integrated Transmission Agreement ("ITA") dated March 31 1986, pursuant to which such parties have use of certain common transmission facilities, and which will terminate on December 31, 2015;

WHEREAS, MRES receives Network Integrated Transmission Service (NITS) from MISO for the Municipality;

WHEREAS, MRES had previously turned over to MISO operational control of other transmission facilities owned and/or controlled by MRES as part of the MISO Transmission, Energy and Operating Reserve Market Tariff ("Tariff") and the Transmission Owner Agreement between MISO and MRES dated August 24, 2007; and

WHEREAS, MRES will also assign operational control to MISO of the Municipality Transmission Facilities covered under the Transmission Facilities Assignment Agreement; and further the Parties agree to cooperate to achieve the objectives of this Agreement to provide Attachment O data, to follow MISO/NERC requirements, to

exchange information, audits and records appropriate to supporting this Agreement, and to be protective of the status of all entities as non-taxable;

NOW THEREFORE, the Parties agree as follows:

- 1.0 INCORPORATION OF RECITALS, SCHEDULES AND EXHIBITS. All recitals, schedules and exhibits identified in this Agreement and attached hereto are hereby incorporated into the Agreement by this reference.

- 2.0 PROVISION OF SERVICES.
 - 2.1 Based upon the information provided by Municipality, and subject to the limitations described in Section 2.2 below, MRES shall take all steps required to include the revenue requirement related to the Municipality Transmission Facilities in the Annual Transmission Revenue Requirement (as defined in the MISO Tariff) for the OTP pricing zone in MISO on an annual basis and shall share with Municipality the Municipality's share of revenues attributed to the Municipality Transmission Facilities that MRES receives from MISO as set forth in this Agreement.

 - 2.2 Due to the continuation of the ITA through the end of 2015, whereby MRES continues to take transmission service from MISO under a grandfathered transmission service agreement under the MISO Tariff, Municipality is not eligible to collect its Annual Transmission Revenue Requirement until after December 31, 2015. However, prior to this date, MRES, on behalf of Municipality, will pursue other revenues available to comparable transmission owners in the OTP pricing zone.

 - 2.3 Municipality shall provide MRES annually, at a time specified by MRES, the following:
 - 2.3.1 A copy of Municipality's most recent audited financial statement.

 - 2.3.2 A copy of Municipality's Attachment O, calculating the annual revenue requirement for the integrated transmission assets for which MISO transmission revenue is requested. This can be of either the levelized form or the non-levelized form for utilities operating on a cash basis, as MRES specifies.

 - 2.3.3 Execution of a notarized Statement of Authenticity as to the correctness of the financial statements and the resulting Attachment O calculations.

 - 2.3.4 Written notification to MRES with the details of how revenues are to be transferred to the Municipality.

2.3.5 Any other information that MRES reasonably requests for the purpose of carrying out its obligations under this Agreement.

- 3.0 MISO TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT. This Agreement will be established and executed in conjunction with the Transmission Facilities Assignment Agreement.
- 4.0 TERM. This Agreement shall become effective upon the effective date of the Transmission Facilities Assignment Agreement between the Parties. Municipality will not be entitled to receive payments under this Agreement, as described in Section 5.0, unless and until the Municipality Transmission Facilities are integrated into MISO for transmission revenue sharing purposes and Municipality begins to take network transmission service from MISO under the MISO Tariff. The initial term of this Agreement expires May 31, 2021. This Agreement shall automatically renew for additional periods of one (1) year unless either Party gives written notice to the other Party of its intention to terminate this Agreement not less than one (1) year prior to the end of the original term or any extension thereof, unless mutually agreed otherwise. Notwithstanding anything to the contrary in this Agreement or in the Transmission Facilities Assignment Agreement: (i) immediately upon termination of this Agreement, and without any further action by the Parties, the Transmission Facilities Assignment Agreement shall also terminate; and (ii) immediately upon termination of the Transmission Facilities Assignment Agreement, and without any further action by the Parties, this Agreement shall also terminate.
- 5.0 PAYMENT. MRES anticipates receiving monthly transmission revenue sharing payments from MISO paid through OTP and paid through terms of individual zonal revenue sharing agreements to be negotiated and signed between MRES, GRE, OTP, and possibly MISO and other MISO transmission owners owning transmission facilities in the OTP pricing zones. MRES will establish reasonable accounting procedures to distribute shared monthly transmission revenue received from MISO through OTP on a prorated basis of the summation of MISO approved MISO Attachment O annually updated combined filings from MRES, Municipality, and other cities. MRES may deduct from the revenue remitted to Municipality costs incurred by MRES in performing the services hereunder and under the Transmission Facilities Assignment Agreement and a reasonable administrative charge payable to MRES for such services. In the unlikely event that significant payments are required to MISO, such as if refunds of transmission revenues are ordered by MISO or FERC, Municipality will reimburse MRES on a timely basis after proper notification.

6.0 TERMINATION.

- 6.1 MRES MISO Transmission Owner Status The continuation of MRES as a MISO Transmission Owner is essential to the collection and processing of the transmission revenue cash flow which is the fundamental premise for this Agreement. If for any reason, MRES ceases, voluntarily or involuntarily, to be a MISO Transmission Owner, this Agreement will terminate and the Parties will work together to attempt to find an alternate Transmission Owner to process Municipality's transmission revenue and to distribute any remaining revenues.
- 6.2 Transmission Service Agreement The continuation of the TSA or similar agreement acceptable to MRES is essential to the eligibility of Municipality to collect revenues for the Municipality Transmission Facilities. If, for any reason, Municipality ceases to be a party to the TSA or a similar agreement acceptable to MRES for transmission service, this Agreement may be terminated upon written notice by MRES to Municipality, provided such termination is permitted by the MISO Tariff.
- 6.3 Default in Payment. Upon default by Municipality in making any payments lawfully required by Municipality herein, this Agreement may be terminated at the option of MRES, provided, however, before any such termination, MRES shall give Municipality written notice pursuant to Section 9.0 specifying the default and stating that this Agreement will be terminated and forfeited within thirty (30) days after delivery of such notice, unless such default is remedied within fifteen (15) days.
- 6.4 Contrary to Law. If at any time during the term of this Agreement, either MRES or Municipality determines that its continued performance under the terms of this Agreement is contrary to law, then this Agreement may be immediately terminated by written notice provided by the terminating Party to the other Party.

7.0 FORCE MAJEURE.

- 7.1 Notice. In the event either Party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure Condition (as defined below) and if such Party gives written notice and particulars of the Force Majeure Condition to the other Party as soon as reasonably possible, then the obligations of the Party giving such notice insofar as they are affected by such Force Majeure Condition will be suspended during the continuance of the Force Majeure Condition.

7.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected Party. Force Majeure Conditions include, without limitation: acts of God; natural disaster; war, insurrection or other unlawful act against public order or authority; explosion, fire, freezing or other accidents or acts of sabotage causing breakage of machinery, transmission lines, or equipment such that they prevent a Party from performing its obligations hereunder.

7.3 Payment Obligation. The Parties agree that a change in price or market condition does not constitute a Force Majeure Condition.

8.0 LIMITATION OF LIABILITY. MRES and its officers, directors, employees and agents, shall not be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non-performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

9.0 NOTICES. Any notice or other communication required or permitted under this Agreement (collectively a "Notice") shall be: (a) in writing and (b) addressed by the sender to the other Party at the address or number and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

If to MRES: Director, Legal
 3724 West Avera Drive
 P. O. Box 88920
 Sioux Falls, SD 57109-8920

If to Municipality City Manager City of Benson
 1410 Kansas Ave
 Benson, MN 56215

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, email, or by fax (on the condition that a copy of the notice is mailed as set forth below on the same day and the sending Party has confirmation of transmission receipt of the notice), or (ii) on the third day after the notice is postmarked for mailing by first class, postage prepaid, certified, or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

10.0 REPRESENTATIONS OF MRES. MRES represents and warrants as follows:

- 10.1 MRES is duly organized, validly existing and in good standing under the laws of the State of Iowa and is authorized to conduct business in the states in which it does business.
- 10.2 MRES has taken all such action as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- 10.3 This Agreement is a legal, valid and binding obligation of MRES enforceable in accordance with its terms.

11.0 MUNICIPALITY REPRESENTATIONS. Municipality represents and warrants as follows:

- 11.1 Municipality is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota.
- 11.2 Municipality has taken all such action as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- 11.3 This Agreement is a legal, valid and binding obligation of Municipality enforceable in accordance with its terms.

12.0 TRANSMISSION DEVELOPMENT RIGHTS

- 12.1 Development Rights. The Parties acknowledge and agree that Municipality, now or in the future, may have or receive rights, options or other interests, pursuant to federal, state or local law, to develop and/or own, or to participate in the development and/or ownership of, transmission facilities that connect to the Municipality Transmission Facilities or other transmission facilities of Municipality (the "Development Rights"). The Parties agrees that, for purposes of this Agreement, Development Rights shall include only those rights, options or other interests associated with transmission facilities to be located outside of the city limits of Municipality not intended to solely meet the needs of the Municipality.
- 12.2 Notice of Development Rights. Each Party, within ten (10) days of the date upon which such Party is first notified or becomes aware of any Development Rights, shall provide written notification thereof to the other Party.

- 12.3 Right to Receive Transfer. Municipality hereby grants to MRES or its assignee, during the term of this Agreement, the irrevocable right to receive assignment and transfer of any Development Rights of Municipality, to the extent permitted by applicable law, rule or regulation, as additional consideration to MRES for the performance by MRES of its obligations under this Agreement.
- 12.4 Exercise of Right. MRES or its assignee, to exercise its rights under Section 12.3 above, shall provide written notice to Municipality of such exercise within sixty (60) days after MRES provides or receives (as is applicable) written notice under Section 12.2 above. In the event MRES or its assignee elects to receive assignment and transfer of Development Rights, Municipality shall execute and deliver all documents required to further memorialize such assignment and transfer. Upon MRES's receipt of Development Rights, MRES may determine, in its sole discretion based on its review and analysis of the development opportunity, whether or not to utilize and participate in the Development Rights.

13.0 MISCELLANEOUS

- 13.1 Assignment. No Party hereto shall assign this Agreement or delegate any of its duties, obligations, responsibilities or rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, MRES shall have the right to assign its rights under Section 12.0 above to WMPA.
- 13.2 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the signatory Parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.
- 13.3 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.
- 13.4 Savings Clause. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 13.5 Exclusive Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be limited as follows, provided however that such limitations shall not apply to the failure of a Party to perform its obligations under Section 12.0. The exclusive remedy of Municipality under this Agreement is to recover funds received by MRES as described in Section 5.0 which are

attributable to the Municipality Transmission Facilities, if and to the extent MRES fails to remit these funds to Municipality as required by this Agreement. The exclusive remedy of MRES under this Agreement shall be the recovery from Municipality of funds for overpayments of transmission revenues and costs (including adders, true-ups, penalties, etc.), implementation costs or charges, and fees for services provided by MRES. The Parties hereto waive every other claim or form of damage arising at law or in equity.

- 13.6 Modification. This Agreement shall not be amended, changed, modified, waived, discharged or terminated except in writing signed by the Party or Parties against which enforcement of the change, waiver, modification or amendment is sought.
- 13.7 Counterparts/Facsimile Copies. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signature thereon shall be considered for all purposes as an original.
- 13.8 Further Assurances. The Parties hereto shall execute any and all further assurance, documents or writings reasonably requested by the other Party to carry out the terms and provisions of this Agreement.
- 13.9 Headings. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of the respective sections.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

MISSOURI BASIN MUNICIPAL POWER AGENCY

d/b/a MISSOURI RIVER ENERGY SERVICES

By _____

Title _____

CITY OF BENSON

By _____

Title _____

**MISO TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT
(MRES – CITY OF BENSON)**

This MISO Transmission Facilities Assignment Agreement (“Agreement”) is dated as of _____, 2012, and is by and between the City of Benson , Minnesota, a municipal corporation of the State of Minnesota (“Benson”), and Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services, a body politic and corporate organized under the laws of the State of Iowa and existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”). Benson and MRES are sometimes referred to singly as ”Party” and collectively as “Parties”, with respect to the intent to assign operational control of qualifying transmission facilities under the terms and conditions as follows:

Assignee: MRES
Assignor: Benson

Governing Agreements: The Midwest Independent Transmission System Operator, Inc. (“MISO”) Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”), effective March 1, 2005 and subsequent revisions; Transmission Owner Agreement (“TO Agreement”) between MRES and MISO dated August 24, 2007; and MISO Revenue Sharing Agreement for the OTP Zone between MRES, Otter Tail Power Company, and Great River Energy dated January 24, 2012, as subsequently revised.

Contract Term: This Agreement shall become effective as of the later of September 1, 2012 or the date that MISO accepts the Benson Attachment O information. The initial term of this Agreement shall expire on May 31, 2021. This Agreement shall automatically renew for additional periods of one (1) year unless either Party gives written notice to the other Party of its intention to terminate this Agreement not less than one (1) year prior to the end of the original term or any extension thereof unless mutually agreed otherwise.

Transmission Facilities: Transmission facilities operated at 115 kV integrated into the OTP rate zone of MISO, which integrated facilities are more fully set forth on Attachment “A” (the “Benson Transmission Facilities”).

Assignment: Benson does hereby transfer operational control of the Benson Transmission Facilities, as set forth in Attachment “A”, to MRES during the term of this Agreement and any renewal terms. Benson shall retain physical control of the Benson Transmission Facilities along with the obligations to repair, maintain and insure these facilities in accordance with good utility practices. MRES has no liability for, and by execution of this Agreement assumes no liability for, the Benson Transmission Facilities.

Reassignment: Benson acknowledges and agrees that MRES will fully reassign and convey operational control of the Benson Transmission Facilities to MISO in accordance with MISO requirements and Federal Energy Regulatory Commission (“FERC”) law and policy.

NERC Compliance Responsibility: Benson retains all responsibilities to comply with the North American Electric Reliability Corporation (“NERC”) rules and regulations.

Designated MISO Transmission Owner ("TO") Collection of Revenues: Benson hereby appoints MRES as its MISO TO agent for all purposes required under the TO Agreement and for protesting or contesting, on its behalf, any errors in billing or related matters. On its behalf, Benson authorizes MRES to obtain rate recovery and revenue distributions from MISO and other TOs as necessary.

Disbursement of Revenues Received: MRES shall, after collecting reasonable fees and costs for its services and those of necessary engineering and legal consultants and subject to any other relevant agreements with Benson (including the Transmission Owner Revenue Sharing Services Agreement between MRES and Benson dated the same date hereof), disburse the revenues received from MISO and other TOs for the use of the Benson Transmission Facilities to Benson in an equitable manner.

Other MISO Charges: Benson shall be responsible for and reimburse MRES for any miscellaneous MISO charges reasonably allocable to Benson, which MRES may initially pay on Benson's behalf, including but not limited to administrative and scheduling charges associated with the Benson Transmission Facilities. Benson shall also be responsible for and reimburse MRES for Benson's allocable share of MRES costs incurred in performing its TO agent function including all costs incurred under the TO Agreement with MISO.

The terms and conditions in this Agreement shall remain in effect for the term of the transactions described herein.

MRES as to its signatory and Benson as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by each execution set forth below, such party is hereby duly and lawfully bound by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES**

By _____

Title _____

CITY OF BENSON

By _____

Title _____

**ATTACHMENT A
TO
TRANSMISSION FACILITIES ASSIGNMENT AGREEMENT**

Those transmission facilities to be assigned are specifically identified as:

Benson owns transmission facilities operated at 115 kV integrated in to the OTP rate zone of the Midwest Integrated Transmission System Operator, as follows:

Substations

Benson Municipal Substation 115kV

Transmission Lines

115kV line tap to Benson Municipal Substation 1.4miles

Sources of Evidentiary Information:

Date: _____, 2012

By: _____, Utility Superintendent

**AN ORDINANCE OF THE CITY OF BENSON MINNESOTA AMENDING THE CITY CODE
CHAPTER 50 BY ESTABLISHING A STORMWATER UTILITY AT SECTION 55 OF THE
CITY CODE**

CHAPTER 50: UTILITIES

Section 55 STORMWATER UTILITY

§55.01 STATUTORY AUTHORITY.

Minnesota Statute § 444.075 authorizes cities to impose just and equitable charges for the use and availability of storm sewer facilities. By this section the City elects to exercise such authority. The stormwater utility shall be part of the Public Works Department and subject to the administration of the Director of Public Works.

§55.02 PURPOSE.

It is the intent of this article to establish a stormwater utility to collect charges to finance costs associated with the operation and maintenance of the city's storm sewer system, implementation of stormwater management programs, and stormwater improvements. Revenues received from charges should be placed in a separate stormwater utility fund and used for any purpose as permitted by Minnesota Statute §444.075.

§55.03 RATE STRUCTURE.

The charges imposed as a part of this stormwater utility shall be derived from a parcel's net acreage and residential equivalency factor (REF). The REF is defined as the ratio of runoff volume generated by one acre of non-residential land to the runoff volume generated by one acre of residential land. The residential equivalency factors for each land use established as part of this stormwater utility shall be as follows:

LAND USE/REF TABLE:

| Land Use | REF |
|-----------------|-----|
| Residential | 1.0 |
| Non-Residential | 9.0 |

Residential stormwater utility fees shall be charged on a per parcel basis at the base rate as established by the City Council.

Non-residential stormwater utility fees shall be calculated based on the following formula:

$$9.0 \times (\text{Base Rate as established by the City Council}) \times (\text{Parcel(s) Acreage})$$

The base rate shall be determined by Resolution of the City Council.

§55.04 EXEMPTIONS.

The following land uses are exempt from the stormwater utility fee:

- (1) Public rights-of-way
- (2) Land outside of the corporate city limits
- (3) Railroad property
- (4) Undeveloped property

§55.05 FEE ADJUSTMENT.

Fee adjustment for non-residential parcels can be made by providing to the City evidence that the actual impervious surface coverage on the lot is different than that used to determine the initial fee (80% impervious). The credit allowed shall be as follows:

| Actual Percent Impervious Coverage | Fee Adjustment |
|------------------------------------|----------------|
| 5-10% | 95% less |
| 11-20% | 85% less |
| 21-30% | 75% less |
| 31-40% | 66% less |
| 41-50% | 50% less |
| 51-60% | 33% less |
| 61-70% | 16% less |
| 71-80% | 0% less |

§55.06 BILLING.

These charges shall be included on the utility accounts of affected properties and are payable in accordance with the provision for filing and payment of water and sanitary sewer bills.

§55.07 CERTIFICATION OF PAST DUE FEES.

Penalties for late payment or nonpayment of billings for charges shall be the same as those applicable for water and sanitary sewer billings. The city may certify delinquent and unpaid charges to be certified to the County Auditor with taxes against the property served for collection as other taxes and collections.

§55.08 RATE APPEAL.

Property owners may appeal their stormwater utility fee by providing data demonstrating that the actual stormwater runoff volume from their site is substantially different from that of the assigned land uses. These appeals shall be made to the City who may make adjustments to individual parcels based on the information provided. No adjustments to the utility fee shall be made retroactive.

**RESOLUTION ESTABLISHING STORM WATER UTILITY BASE RATE
(RESOLUTION No. 2012-)**

WHEREAS, the Benson City Council has adopted an ordinance establishing Section 55, Stormwater Utility and

WHEREAS, the rate structure uses a base rate that is charged to each residential parcel and is also used to calculate the non-residential Stormwater fee.

NOW, THEREFORE, be it resolved that the following rate is hereby adopted:

Stormwater Base Rate \$2.00

THE CITY OF BENSON, MINNESOTA
AUTHORIZATION FOR PROFESSIONAL SERVICES

TO: Toltz, King, Duvall, Anderson
and Associates, Incorporated
444 Cedar Street, Suite 1500
St. Paul, Minnesota 55101

Pursuant to our Professional Services Agreement dated May 4, 2009, you are hereby authorized to proceed with the services described as follows:

NEW 4-UNIT AIRCRAFT HANGAR BUILDING AND
SITE/APRON/TAXILANE DESIGN

I. PROJECT DESCRIPTION

The CITY has a need for a New 4-Unit Aircraft Hangar Building for based aircraft storage. The building is to be a 178' x 38' pre-engineered metal hangar, which also requires construction of the building site, apron pavements, and rehabilitation of a taxilane. The CITY is authorizing TKDA to provide the necessary Engineering Services to complete the design, assist in obtaining bids, provide a recommendation regarding award of the construction contract, provide construction phase representation, and prepare the Project closeout.

Building design shall include the preparation of the drawings to the 30% point, for bidding of a design-build project delivery method. Civil site design will be prepared to the 100% point for design-bid-build, to be included in the contractor's design-build proposal.

II. SERVICES TO BE PROVIDED

TKDA is requested to provide the following services for the Project:

A. PROJECT FORMULATION SERVICES - BASIC

1. Conduct up to three meetings and site visits to determine Project needs.
2. Assist with CIP preparation and submittals to regulatory and funding agencies.
3. Coordinate with Mn/DOT and FAA regarding funding assistance.
4. Determine Project scope and schedule.

B. DESIGN PHASE SERVICES

1. Basic
 - a. Develop preliminary site design.
 - b. Perform building site grading and drainage design.
 - c. Prepare construction cost estimates.
 - d. Prepare civil site construction plans and specifications.

- e. Discuss and define scope of Project and design criteria in terms of architectural, structural, civil, and electrical requirements.
- f. Provide Project Criteria to describe character, scope, relationships, forms, size, and appearance of the Project, and in general, their quality levels, performance standards, requirements, or criteria.
- g. Provide a summary work description of the proposed Project. This will include building size, materials, and uses; space program/build out requirements, and site work.
- h. Prepare preliminary architectural floor plan, building elevations, and building section.
- i. Prepare architectural technical performance specifications.
- j. Prepare structural foundation performance specification, foundation plans and details, and hangar performance specification.
- k. Prepare electrical criteria.
- l. Assist in obtaining bids, tabulate results, and make recommendations to the City regarding construction contract award.

2. Special

- a. Perform topographic surveys and prepare project base maps.
- b. Perform geotechnical coordination.
- c. Complete a "Construction Safety Plan" per FAA requirements and submit for FAA approval.
- d. Complete the various required permit applications and submit for agency approval.
- e. Prepare Project-specific DBE goals and submit for FAA approval.

C. CONSTRUCTION PHASE SERVICES

1. Basic

- a. Assist the CITY in the execution of construction Contract Documents.
- b. Conduct the Preconstruction Conference.
- c. Consult with and advise the CITY during construction, and act as the CITY's representative as provided in the Contract Documents.
- d. Prepare supplemental drawings of minor construction details.
- e. Interpret plans and specifications during construction.
- f. Review required submittals to determine compliance with the design concept of the Project.
- g. Make up to four visits to the construction site to observe the progress and quality of the executed work of the contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents.
- h. Review performance test data for compliance with specifications.

- i. Review laboratory test data to determine suitability of construction materials.
- j. Review payrolls and advise contractor of deficiencies.
- k. Review and make recommendations on requests for partial payments.
- l. Negotiate and process up to four change orders, if necessary.
- m. Conduct final inspection and make a recommendation for final acceptance and payment.

2. Special

- a. Provide a Resident Project Representative (and any assistants) at the site for general construction.

These resident services are provided to assist the CITY and to provide up to 40 hours of observation of the contractor's work during the time that the construction is occurring. The Resident Project Representative (and any assistants) will be TKDA's agent/s or employee/s under TKDA supervision. The Resident Project Representative's dealings with matters pertaining to the on-site work shall, in general, be only with the CITY and the contractor, and dealings with the subcontractors shall only be through or with full knowledge of the contractor. Written communication with the CITY will only be through or as described by TKDA. Through the observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the CITY against defects and deficiencies in the work of the contractor; but the furnishing of such Resident Project Representative will not make TKDA responsible for construction means, methods, techniques, sequences or procedures, or safety precautions or programs, or for the contractor's failure to perform his work in accordance with the Contract Documents.

- b. Provide construction controls and verification surveys.
- c. Provide administrative assistance relative to state and federal airport funding.

D. CLOSEOUT SERVICES - BASIC

Provide FAA grant closeout services.

III. ADDITIONAL SERVICES

If authorized by the CITY, furnish or obtain from others services of the types listed below which are not considered as basic services under this Authorization. These services shall be billable on an Hourly Cost Reimbursement Plus Fixed Fee basis as defined in our Agreement, and such billings shall be over and above the amounts set forth herein.

- A. Registered land or right-of-way surveys, legal descriptions, or related services.
- B. Preparation of DBE Program (beyond contract-specific goals).
- C. More than four trips by TKDA staff to the site.
- D. Environmental services beyond securing Categorical Exclusion.

IV. PERIOD OF SERVICE

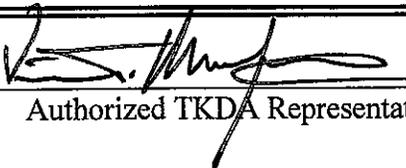
SECTION II services shall be provided in accordance with schedules to be established for the Project.

V. COMPENSATION

Compensation to TKDA for services provided as described shall be as defined in Article 3 of our Agreement, summarized as follows:

| | | |
|---|--------------|------------------------|
| SECTION II.A - Project Formulation Basic (Lump Sum) | | <u>\$ 3,600</u> |
| SECTION II.B - Design Phase Basic and Special | | |
| Total Reimbursable Cost | 29,295 | |
| Fixed Fee | <u>3,805</u> | |
| Subtotal (Hourly Cost Reimbursement Plus Fixed Fee) | | <u>\$33,100</u> |
| SECTION II.C - Construction Phase Basic and Special | | |
| Total Reimbursable Cost | 23,728 | |
| Fixed Fee | <u>2,572</u> | |
| Subtotal (Hourly Cost Reimbursement Plus Fixed Fee) | | <u>\$26,300</u> |
| SECTION II.D - Closeout Basic (Lump Sum) | | <u>\$ 3,000</u> |
| Total Ceiling Amount | | <u><u>\$66,000</u></u> |

Approved by _____, _____, 2012.
Authorized City Representative

Consultant Acceptance by  _____, May 7, 2012.
Authorized TKDA Representative

| Client: City of Benson | | Date: 5/7/2012 | | | | | | | | | | | | | | |
|---|--|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|
| Project: New 4-Unit Aircraft Hangar (Design-Build 30% Design) and Apron/Taxiway/Site Design (Final) | | Prepared By: SLS | | | | | | | | | | | | | | |
| Task | Task Description | Estimated Person Hours Required | | | | | | | | | | | | | Total | |
| | | Aviation | | | | Facilities | | | | Other | | | | | | |
| | | Sr Reg Engr | Reg Engr | Spec I | Tech | Sr Arch | Tech II | Tech | Sr Reg Engr | Reg Engr | Spec II | Spec | Sr Reg Engr | Spec I | Spec | |
| A PROJECT FORMULATION SERVICES - BASIC | | | | | | | | | | | | | | | | |
| 1 | Meeting & Site Visit | | 12 | | | | | | | | | | | | | 12 |
| 2 | Assist w/CIP Preparation and Submittal | 2 | 4 | | 1 | | | | | | | | | | | 7 |
| 3 | Mn/DOT, FAA Funding Coordination | 1 | 10 | | 1 | | | | | | | | | | | 12 |
| 4 | Project Scope and Schedule | 1 | 6 | | | | | | | | | | | | | 7 |
| Total Person Hours | | 4 | 32 | | 2 | | | | | | | | | | | 36 |
| 2012 Direct Labor Rate, \$/Hr. | | \$ 52.53 | \$ 27.87 | \$ 35.74 | \$ 19.20 | \$ 62.10 | \$ 23.85 | \$ 19.95 | \$ 40.00 | \$ 29.22 | \$ 47.52 | \$ 22.00 | \$ 58.60 | \$ 58.19 | \$ 28.79 | |
| Total Direct Labor Cost, \$ | | \$ 210 | \$ 892 | \$ - | \$ 38 | \$ - | \$ 1,140 |
| Indirect Labor Cost @ 1.565%, \$ | | \$ 329 | \$ 1,398 | \$ - | \$ 59 | \$ - | \$ 1,784 |
| Subtotal Labor Cost | | | | | | | | | | | | | | | | \$ 2,924 |
| Expenses | | | | | | | | | | | | | | | | |
| Travel & Subsistence (TS) | | | | | | | | | | | | | | | | \$ 200 |
| Subtotal Expenses | | | | | | | | | | | | | | | | \$ 200 |
| Subtotal Part A | | | | | | | | | | | | | | | | \$ 3,124 |
| Fixed Fee - 15.0% x Total Labor Cost | | | | | | | | | | | | | | | | \$ 439 |
| Total Part A | | | | | | | | | | | | | | | | \$ 3,563 |
| Total Part A LUMP SUM | | | | | | | | | | | | | | | | \$ 3,800 |
| B DESIGN PHASE SERVICES | | | | | | | | | | | | | | | | |
| 1 BASIC | | | | | | | | | | | | | | | | |
| a | Preliminary Site Options | 1 | 8 | 2 | 1 | | | | | | | | | | | 12 |
| b | Building Site Grading/Drainage Design | 1 | 16 | 12 | | | | | | | | | | | | 29 |
| c | Construction Cost Estimates | 1 | 2 | | 1 | 1 | | | 2 | | 1 | | | 1 | | 9 |
| d | Civil Plans and Specifications | 2 | 20 | 12 | 12 | | | | | | | | | | | 46 |
| e | Architectural/Structural Design & Drawings | | | | | 8 | 32 | 2 | 16 | | | | | | | 58 |
| f | Mechanical Design & Drawings | | | | | | | | | | | | | | | - |
| g | Electrical Design & Drawings | | | | | | | | | | | | | 6 | 12 | 18 |
| h | Preliminary Specification/D-B Manual | | | | 2 | 6 | 4 | | 2 | 2 | | | | 2 | | 18 |
| i | Coordination & QA/QC | 2 | 6 | | 2 | 1 | 1 | 1 | 2 | | 2 | | | 1 | | 18 |
| j | Add Alternates (per list from tenant) | | 4 | | | 1 | 2 | 1 | | 8 | | 12 | | | | 28 |
| k | Bidding Assistance / Results | 2 | 8 | | 6 | 2 | | 1 | 1 | | 1 | | | 1 | | 22 |
| 2 SPECIAL | | | | | | | | | | | | | | | | |
| a | Topographic Surveys & Base Maps | | 4 | 16 | | | | | | | | | | | | 20 |
| b | Geotechnical Coordination | 1 | 2 | 2 | 1 | | | | | | | | | | | 6 |
| c | Construction Safety Plan | 1 | 4 | | 1 | | | | | | | | | | | 6 |
| d | Permit Applications | | 4 | | 1 | | | | | | | | | | | 5 |
| e | DBE Compliance Goals | 1 | 4 | | 1 | | | | | | | | | | | 6 |
| Total Person Hours | | 12 | 82 | 44 | 28 | 19 | 39 | 5 | 23 | 19 | 4 | 12 | 1 | 10 | 12 | 301 |
| 2012 Direct Labor Rate, \$/Hr. | | \$ 52.53 | \$ 27.87 | \$ 35.74 | \$ 19.20 | \$ 62.10 | \$ 23.85 | \$ 19.95 | \$ 40.00 | \$ 29.22 | \$ 47.52 | \$ 22.00 | \$ 58.60 | \$ 58.19 | \$ 28.79 | |
| Total Direct Labor Cost, \$ | | \$ 630 | \$ 2,265 | \$ 1,573 | \$ 538 | \$ 1,180 | \$ 931 | \$ 100 | \$ 920 | \$ 292 | \$ 180 | \$ 264 | \$ 59 | \$ 582 | \$ 345 | \$ 9,889 |
| Indirect Labor Cost @ 1.565%, \$ | | \$ 986 | \$ 3,576 | \$ 2,482 | \$ 842 | \$ 1,847 | \$ 1,457 | \$ 157 | \$ 1,440 | \$ 457 | \$ 297 | \$ 413 | \$ 92 | \$ 911 | \$ 540 | \$ 15,477 |
| Total Labor Cost | | | | | | | | | | | | | | | | \$ 25,368 |
| Expenses | | | | | | | | | | | | | | | | |
| Travel & Subsistence (TS) | | | | | | | | | | | | | | | | \$ 200 |
| Miscellaneous | | | | | | | | | | | | | | | | \$ 100 |
| Reproduction & Reprographics (RR) | | | | | | | | | | | | | | | | \$ 300 |
| Outside Services (OS): | | | | | | | | | | | | | | | | |
| Subconsultant Fees - Geotechnical | | | | | | | | | | | | | | | | \$ 3,000 |
| Subconsultant Mark-Up - | | | | | | | | | | | | | | | | 10% \$ 300 |
| Total Outside Services (OS) | | | | | | | | | | | | | | | | \$ 3,300 |
| Subtotal Expenses | | | | | | | | | | | | | | | | \$ 3,900 |
| Subtotal Part B | | | | | | | | | | | | | | | | \$ 29,268 |
| Fixed Fee - 15.0% x Total Labor Cost | | | | | | | | | | | | | | | | \$ 3,805 |
| Subtotal Part B | | | | | | | | | | | | | | | | \$ 33,073 |
| Total Part B NTE (ROUNDED) | | | | | | | | | | | | | | | | \$ 33,109 |
| C CONSTRUCTION PHASE SERVICES | | | | | | | | | | | | | | | | |
| 1 BASIC | | | | | | | | | | | | | | | | |
| a | Contract Documents | | 4 | | | | | | | | | | | | | 4 |
| b | Preconstruction Conference | 1 | 8 | | | | | | | | | | | | | 9 |
| c | Construction Administration | 4 | 16 | | | | | | | | | | | | | 20 |
| d | Supplemental Drawings | | | 4 | | | | | | | | | | | | 4 |
| e | Contract Document Interpretation | 2 | 6 | | | | | | | | | | | | | 8 |
| f | RFI's | | | | | 4 | 4 | 1 | 8 | | 1 | | | 1 | | 19 |
| g | Submittal Reviews | 2 | 6 | | 4 | 4 | 1 | 8 | | 1 | | | | 2 | | 26 |
| h | Site Visits | 2 | 8 | | | | | | 8 | | | | | | | 18 |
| i | Review of Field Test Data | | 4 | | | | | | | | | | | | | 4 |
| j | Material Compliance & Suitability | | 4 | | | | | | | | | | | | | 4 |
| k | Payroll Reviews | | 4 | | 2 | | | | | | | | | | | 2 |
| l | Partial Payments | | 4 | | | | | | | | | | | | | 4 |
| m | Construction Charges | | 4 | | | | | | | | | | | | | 4 |
| n | Final Inspection and Final Payment | | 8 | | | | | | 8 | | | | | 8 | | 24 |
| 2 SPECIAL | | | | | | | | | | | | | | | | |
| a | Field Representative | | | 24 | | | | | | | | | | | | 24 |
| b | Construction Survey Control and Verification | | | 4 | 2 | | | | | | | | | | | 6 |
| c | Funding Administrative Assistance | 2 | 4 | | | | | | | | | | | | | 6 |
| Total Person Hours | | 13 | 76 | 32 | 4 | 6 | 8 | 2 | 39 | - | 2 | - | - | 11 | - | 186 |
| 2012 Direct Labor Rate, \$/Hr. | | \$ 52.53 | \$ 27.87 | \$ 35.74 | \$ 19.20 | \$ 62.10 | \$ 23.85 | \$ 19.95 | \$ 40.00 | \$ 29.22 | \$ 47.52 | \$ 22.00 | \$ 58.60 | \$ 58.19 | \$ 28.79 | |
| Total Direct Labor Cost, \$ | | \$ 683 | \$ 2,118 | \$ 1,144 | \$ 77 | \$ 497 | \$ 191 | \$ 40 | \$ 1,200 | \$ - | \$ 95 | \$ - | \$ - | \$ 640 | \$ - | \$ 6,685 |
| Indirect Labor Cost @ 1.565%, \$ | | \$ 1,069 | \$ 3,315 | \$ 1,790 | \$ 121 | \$ 778 | \$ 299 | \$ 63 | \$ 1,878 | \$ - | \$ 149 | \$ - | \$ - | \$ 1,002 | \$ - | \$ 10,484 |
| Total Labor Cost | | | | | | | | | | | | | | | | \$ 17,149 |

TKDA

Project Fee Estimate

| Client: City of Benson | | Date: 5/7/2012 | | | | | | | | | | | | | | |
|---|--------------------|---------------------------------|-----------|-------|------|-----------|------------|---------|---------------|-----------|-------|--------|---------------|--------|------|---|
| Project: New 4-Unit Aircraft Hangar (Design-Build 30% Design) and Apron/Taxiway/Site Design (Final) | | Prepared By: SLS | | | | | | | | | | | | | | |
| Task | Task Description | Estimated Person Hours Required | | | | | | | | | | | Totals | | | |
| | | Aviation | | | | | Facilities | | | | | | | | | |
| | | Sr. Reg. Engr | Reg. Engr | Spec. | Test | Sr. Arch. | Tech III | Tech II | Sr. Reg. Engr | Reg. Engr | Spec. | Spec I | Sr. Reg. Engr | Spec I | Spec | |
| Expenses: | | | | | | | | | | | | | | | | |
| Travel & Subsistence (TS) | | | | | | | | | | | | | | | | \$ 1,000 |
| Reproduction & Reprographics (RR) | | | | | | | | | | | | | | | | \$ 100 |
| Outside Services (OS): | | | | | | | | | | | | | | | | |
| Subconsultant Fees - Testing | | | | | | | | | | | | | | | | \$ 5,000 |
| Subconsultant Mark-Up - | | | | | | | | | | | | | | | | 10% \$ 500 |
| Total Outside Services (OS) | | | | | | | | | | | | | | | | \$ 5,500 |
| Subtotal Expenses | | | | | | | | | | | | | | | | \$ 6,600 |
| Subtotal Part C | | | | | | | | | | | | | | | | \$ 23,748 |
| Fixed Fee - 15.0% x Total Labor Cost | | | | | | | | | | | | | | | | \$ 2,572 |
| Subtotal Part C | | | | | | | | | | | | | | | | \$ 26,321 |
| Subtotal Part C NTE (ROUNDED) | | | | | | | | | | | | | | | | \$ 26,300 |
| D CLOSEOUT SERVICES - BASIC | | | | | | | | | | | | | | | | |
| 1 | FAA Grant Closeout | 8 | 24 | | 4 | | | | | | | | | | | 36 |
| Total Person Hours | | | | | | | | | | | | | | | | 36 |
| 2012 Direct Labor Rate, \$/Hr. | | | | | | | | | | | | | | | | \$ 52.53 \$ 27.87 \$ 35.74 \$ 19.20 \$ 62.10 \$ 23.86 \$ 19.95 \$ 40.00 \$ 28.22 \$ 47.52 \$ 22.00 \$ 58.60 \$ 58.19 \$ 28.78 |
| Total Direct Labor Cost, \$ | | | | | | | | | | | | | | | | \$ 210 \$ 697 \$ - \$ 77 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 984 |
| Indirect Labor Cost @ 1.565%, \$ | | | | | | | | | | | | | | | | \$ 329 \$ 1,091 \$ - \$ 121 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,541 |
| Total Labor Cost | | | | | | | | | | | | | | | | \$ 2,525 |
| Expenses: | | | | | | | | | | | | | | | | |
| Reproduction & Reprographics (RR) | | | | | | | | | | | | | | | | \$ 100 |
| Subtotal Expenses | | | | | | | | | | | | | | | | \$ 100 |
| Subtotal Part D | | | | | | | | | | | | | | | | \$ 2,625 |
| Fixed Fee - 15.0% x Total Labor Cost | | | | | | | | | | | | | | | | \$ 379 |
| Subtotal Part D | | | | | | | | | | | | | | | | \$ 3,004 |
| Subtotal Part D NTE (ROUNDED) | | | | | | | | | | | | | | | | \$ 3,000 |
| TOTAL CEILING AMOUNT | | | | | | | | | | | | | | | | \$ 66,000 |



*U.S. Department
of Transportation
Federal Aviation
Administration*

April 2012

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: _____

Airport: _____

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).
- L. Trafficking In Persons

- (a) Provisions applicable to a recipient that is a private entity.
 - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
 - (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (c) Provisions applicable to any recipient.
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- b) Includes:
 - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (2) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

L. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

- 1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

**Assurances
Airport Sponsors
April 2012**

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹

- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

- 3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained

in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to -
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the

circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - (1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - (2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - (3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
 - b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
 - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible

sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS

Dated: 1/25/2012

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

| NUMBER | TITLE |
|-------------------------------|--|
| 70/7460-1K | Obstruction Marking and Lighting |
| 150/5000-13A | Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B and Change 1 | Airport Master Plans |
| 150/5070-7 | The Airport System Planning Process |
| 150/5100-13B | Development of State Standards for Non Primary Airports |
| 150/5200-28D | Notices to Airmen (NOTAMS) for Airport Operators |
| 150/5200-30C | Airport Winter Safety and Operations |
| 150/5200-33B | Hazardous Wildlife Attractants On or Near Airports |
| 150/5210-5D | Painting, Marking and Lighting of Vehicles Used on an Airport |
| 150/5210-7D | Aircraft Fire and Rescue Communications |
| 150/5210-13C | Airport Water Rescue Plans and Equipment |
| 150/5210-14B | Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing |
| 150/5210-15A | Airport Rescue & Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |
| 150/5210-19A | Driver's Enhanced Vision System (DEVS) |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Firefighting Vehicles |
| 150/5220-16D | Automated Weather Observing Systems for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Firefighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20 and Change 1 | Airport Snow and Ice Control Equipment |
| 150/5220-21B | Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments |
| 150/5220-22A | Engineered Materials Arresting System (EMAS) for Aircraft Overruns |
| 150/5220-23 | Frangible Connections |
| 150/5220-24 | Foreign Object Debris Detection Equipment |
| 150/5300-7B | FAA Policy on Facility Relocations Occasioned by Airport Improvement or Changes |
| 150/5300-13 and Changes 1 –18 | Airport Design |

| NUMBER | TITLE |
|--------------------------------|--|
| 150/5300-14B | Design of Aircraft Deicing Facilities |
| 150/5300-16A | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C | General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey |
| 150/5300-18B | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5C and Change 1 | Surface Drainage Design |
| 150/5320-6E | Airport Pavement Design and Evaluation |
| 150/5320-12C and Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5325-4B | Runway Length Requirements for Airport Design |
| 150/5335-5B | Standardized Method of Reporting Airport Pavement Strength PCN |
| 150/5340-1K | Standards for Airport Markings |
| 150/5340-5C | Segmented Circle Airport Marker System |
| 150/5340-18F | Standards for Airport Sign Systems |
| 150/5340-30F | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L821 Panels for the Control of Airport Lighting |
| 150/5345-5B | Circuit Selector Switch |
| 150/5345-7E | Specification for L824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10G | Specification for Constant Current Regulators Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacon |
| 150/5345-13B | Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | Specification for L823 Plug and Receptacle, Cable Connectors |
| 150/5345-27D | Specification for Wind Cone Assemblies |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39D | FAA Specification L853, Runway and Taxiway Retroreflective Markers |
| 150/5345-42F | Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories |
| 150/5345-43F | Specification for Obstruction Lighting Equipment |
| 150/5345-44J | Specification for Taxiway and Runway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specifications for Series to Series Isolation Transformers for Airport Lighting System |
| 150/5345-49C | Specification L854, Radio Control Equipment |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flasher Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53C | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-1884, Power and Control Unit for Land and Hold Short |
| 150/5345-55A | Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure |

| NUMBER | TITLE |
|-----------------------------|--|
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-9 | Planning and Design of Airport Terminal Facilities at NonHub Locations |
| 150/5360-12E | Airport Signing and Graphics |
| 150/5360-13 and Change 1 | Planning and Design Guidance for Airport Terminal Facilities |
| 150/5360-14 | Access to Airports By Individuals With Disabilities |
| 150/5370-2F | Operational Safety on Airports During Construction |
| 150/5370-10F | Standards for Specifying Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement |
| 150/5380-6B | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5390-2B | Heliport Design |
| 150/5395-1 | Seaplane Bases |
| 150/5100-14D | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-15A | Civil Rights Requirements for the Airport Improvement Program |
| 150/5100-17 and Changes 1-6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5200-37 | Introduction to Safety Management Systems (SMS) for Airport Operators |
| 150/5300-15A | Use of Value Engineering for Engineering Design of Airports Grant Projects |
| 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| 150/5370-6D and Changes 1-4 | Construction Progress and Inspection Report – Airport Grant Program |
| 150/5370-12A | Quality Control of Construction for Airport Grant Projects |
| 150/5370-13A | Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt |
| 150/5380-7A | Airport Pavement Management Program |

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to

the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within, if any, the airport will be able to accommodate requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination.* The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions or Noncompliance.* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. *Withholding of payments to the contractor under the contract until the contractor complies, and/or*

b. *Cancellation, termination, or suspension of the contract, in whole or in part.*

6. *Incorporation of Provisions.* The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. *The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT*

program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

Name of Sponsor

Signature Sponsor's Designated Official Representative

Title

Dated



INVOICE

| | |
|------------------------|--------------|
| Invoice Number | 589516 |
| Invoice Date | May 16, 2012 |
| Customer Number | 92404 |
| Project Number | 193800109 |

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: 000037-10121-1 Benson Water Treatment Plant Improvments

| | |
|---------------------------------|-----------------|
| Stantec Project Manager: | Capelle, Ryan J |
| Stantec Office Location: | St. Paul MN |
| Current Invoice Due: | \$13,384.22 |
| For Period Ending: | May 11, 2012 |

Due on Receipt



INVOICE

Page 1 of 3

Invoice Number 589531
Invoice Date May 16, 2012
Customer Number 92404
Project Number 193800112

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: 000037-11000-0 City of Benson General

Stantec Project Manager: Lembke, Eric S
Stantec Office Location: St. Paul MN
Authorization Previously Billed: \$21,347.50
Authorization Billed to Date: \$27,563.50
Current Invoice Due: \$6,229.54
For Period Ending: May 11, 2012

Due on Receipt

Budget Report Comments
Month Ended April 30, 2012

The April budget report is submitted for your review. 33% of the year is completed.

General Fund

Revenues:

Total revenues received are 10.7% of budget compared to 8.6% in 2011.

1. Taxes. The budget amount has \$148,390 for 2011 Local Gov't Aid and Market Value Aid reductions..
2. Local Government Aid will be the same amount we received in 2011.
3. Transit Refunds is due to timing of State Aid payments.
4. Township Fire Contracts is due to timing of payments. Contracts were increased 5% but 2% budgeted.
5. Fire Calls has \$10,370 in CRP controlled burn revenues.
6. Interest Income is up with higher fund balance. We have \$2.3 million in investments vs \$1.8 last year.
7. Refunds & Reimbursements has a \$9,455 Work Comp Insurance refund.

Expenditures:

Mayor & Council Contingency has Ipad purchases.

Administration Wages & Benefits in 2011 has portion of severance payment for Admin Secretary.

Elections Special election to fill Senator Kubly's seat.

Police Dept. Equipment Repair Contracted has a transmission for the Impala.

Fire Dept. Building Repairs contracted. Changing duct work last year.
Contracted Services. Shared services contract last year.

Street Dept. Gas and Oil last year. Snow removal? Flood fight?
Street Markings & Signs has new state mandated street signs.
Flood Control expenses last year. We were reimbursed \$29,948 in 2011 and \$8,984 in 2012.

Swimming Pool Operating Supplies has \$2,832 for a 50% down payment on lift.
Building Repairs contracted on \$1,296 engineering fees on new chlorine system.

Parks Salaries are up as we needed to start mowing earlier.
We needed to purchase Mosquito Spray & Supplies this year.
Contracted Services – Other has painting and lawn treatments.

Not Allocated Higher ditch assessments and paid entire amount of civic center taxes.

Airport Gas. Timing of purchases and amount. 1022 gals vs. 4502 gals

Transfer to Golf Club Cash Transfer last year. This year is tree removal bill forgiveness.

Water Fund

Water revenues are up 25% over 2011 and 82% from 2010 with the rate increases that have gone into effect over the past two years. This amount appears to be right on budget. We approved a \$2.50 increase to the base rate plus an additional \$5.00 for the proposed Water Treatment Plant Improvement bonding.

Interest expense includes a semiannual interest payment on the new PFA bonds for the water treatment plant.

Sewer Fund

Revenues are almost exactly the same as last year. Refunds and Reimbursements has a receivable from last year in relation to the Sandy's Lift Station project.

The only wages charged now are call out hours provided on weekends by the Water Department or other maintenance by city employees. Equipment Repair last year included repairs to the Fibrominn Lift station that was eventually partially reimbursed to us.

Interest income is down as we elected to pay for the Sandy's Lift Station project rather than bond for it.

Electric Fund

Sale of Service Down across the board except for Industrial. Purchased power cost is also down. Refunds and Reimbursements has a payment from Agvice for the change to their service. Conservation rebates are from Missouri River which we pass on to our customers.

Administration Earned Benefits has a portion of Admin Secretary severance pay. Contracted Services has the Hometown Connections Org. check up in 2011. Conservation includes the rebate payments from MRES that we pay out.

Power Production Fuel for generators. Timing of purchases. Our contract with MRES required us to have more fuel in the tanks. Equipment Repair has oil filters and Oil for the generators. Contracted Services has engineering fees for the Rice Standards, and controls

Distribution Distribution Contract April bill is estimated. Actual was \$157,969 in 2011 and \$160,393 in 2010.

Liquor Fund

The store is off to a fantastic start in 2011. Overall sales are up 16% with all categories showing an increase.

Off Sale Liquor and Wine sales are up 13% over the past two years and even surpasses the "Shakers Phenomenon" of 2003. Off Sale Beer is up 7% also over the past two years and looks to be the highest amount ever for this time period.

On Sale sales have also rebounded with an increase of about 55% over last year. Not quite up to the level of 2005 which we use as a "base" comparison year but encouraging none the less.

Pull tab revenues has four full months of selling behind the bar. Building Maintenance has an upgrade to the camera surveillance system.

Glen Pederson, Director of Finance



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CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 30Apr2012

PAGE # 1

| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|-------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| GENERAL FUND REVENUES | | | | | | |
| TAXES | 981,610.86 | 1,072,820.97 | 14,140.23 | 15,970.37 | 1,255,996.00 | 1 |
| ABATEMENTS | 10,723.74 | 16,753.82 | 156.93 | 248.64 | 22,000.00 | 1 |
| LODGING TAXES | 22,378.67 | 23,286.16 | 5,243.60 | 7,084.11 | 21,600.00 | 33 |
| FRANCHISE FEES | 71,443.30 | 75,363.00 | 11,733.95 | 11,505.11 | 67,000.00 | 17 |
| BUSINESS LICENSES | 7,165.00 | 7,110.00 | 7,070.00 | 7,328.34 | 7,200.00 | 102 |
| NON-BUSINESS LICENSES | 815.00 | 945.00 | 345.00 | 380.00 | 1,000.00 | 38 |
| BUILDING PERMITS | 20,198.05 | 11,296.50 | 2,247.00 | 2,992.00 | 12,000.00 | 25 |
| LOCAL GOVERNMENT AID | 776,650.00 | 776,650.00 | | | 776,650.00 | |
| HOMESTEAD & AG CREDIT AID | 49,264.00 | 49,668.03 | | | | |
| POLICE TRAINING REIMBURSEMENT | 2,150.97 | 2,272.35 | | | 2,500.00 | |
| INSURANCE PREMIUM TAX-FIRE | 23,237.00 | 27,484.00 | 6,000.00 | 1,000.00 | 25,000.00 | 4 |
| INSURANCE PREMIUM TAX-POLICE | 42,468.00 | 43,793.00 | | | 45,000.00 | |
| AIRPORT MAINTENANCE | 22,052.00 | 22,052.00 | | | 22,052.00 | |
| TRANSIT REFUNDS | 128,720.00 | 136,218.30 | 22,975.35 | 38,724.03 | 115,812.00 | 33 |
| OTHER FED/STATE/LOCAL GRANTS | 15,622.00 | 84,543.12 | | 454.00 | 15,963.00 | 3 |
| POLICE SERVICES | | | | 1,625.00 | 200.00 | 813 |
| DARE REVENUES | 434.82 | 1,611.50 | | 384.42 | 1,200.00 | 32 |
| DOG POUND REVENUES | 585.00 | 740.00 | 300.00 | 75.00 | 500.00 | 15 |
| COPS IN SCHOOLS REIMBURSEMENT | 33,264.00 | 33,075.00 | 6,993.00 | 7,182.00 | 33,000.00 | 22 |
| TOWNSHIP FIRE CONTRACTS | 52,778.00 | 55,361.00 | 45,530.00 | 58,131.00 | 56,500.00 | 103 |
| FIRE DEPARTMENT CALLS | 17,120.00 | 23,220.00 | 4,975.00 | 16,155.00 | 20,000.00 | 81 |
| RESQUE SQUAD CALLS | 3,276.50 | 136.76 | | | 2,500.00 | |
| BUILDING INSPECTIONS SERVICES | 33,298.20 | 31,087.74 | 7,996.30 | 9,716.45 | 37,000.00 | 26 |
| STREET REPAIR FEES | 2,400.00 | 1,530.00 | | | 2,000.00 | |
| EQUIPMENT RENTALS | 9,669.50 | 3,972.50 | 2,312.50 | 825.00 | 8,000.00 | 10 |
| WEED REMOVAL CHARGES | 1,829.70 | 2,345.40 | | 130.00 | 600.00 | 22 |
| SWIMMING POOL RECEIPTS | 50,892.54 | 48,516.90 | | | 49,000.00 | |
| POOL CONCESSION SALES | 12,425.65 | 10,991.99 | | | 12,000.00 | |
| ARMORY USE FEES | 8,767.15 | 8,323.00 | 2,347.50 | 2,484.50 | 9,000.00 | 28 |
| PARK FEES | 17,918.79 | 17,354.82 | 2,063.10 | 4,643.84 | 17,000.00 | 27 |
| TREE REMOVAL RECEIPTS | 6,205.46 | 5,348.33 | | (420.63) | 5,000.00 | (8) |
| BUS FARES | 34,326.03 | 34,127.11 | 10,752.41 | 10,854.38 | 34,000.00 | 32 |
| BUS SIGN ADVERTISING | 726.00 | 570.00 | 162.00 | 222.00 | 700.00 | 32 |
| HANGER RENTALS - AIRPORT | 10,420.00 | 8,450.00 | 2,600.00 | 2,950.00 | 8,000.00 | 37 |
| AIRPORT LAND REVENUES | 10,684.00 | 10,164.00 | | | 11,000.00 | |
| SALE OF LOTS - CEMETERY | 4,200.00 | 3,520.00 | (40.00) | | 3,500.00 | |
| SODDING FEES - CEMETERY | 675.00 | 840.00 | 200.00 | 160.00 | 600.00 | 27 |
| CEMETERY MEMORIALS | | | | | | |
| CEMETERY MONUMENT FEES | 360.00 | 500.00 | 50.00 | | 300.00 | |
| PARK SIGN RENTALS | 290.00 | 210.00 | 65.00 | 80.00 | 300.00 | 27 |
| COURT FINES | 17,092.21 | 14,196.11 | 5,455.14 | 6,055.89 | 15,000.00 | 40 |
| PARKING FINES | 2,775.00 | 2,340.00 | 925.00 | 740.00 | 2,000.00 | 37 |

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CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 30Apr2012

PAGE # 2

| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|-------------------------------------|---------------------|---------------------|-------------------------------------|-------------------|---------------------|-----------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| SPECIAL ASSESSMENTS | 929.48 | 861.51 | | (251.10) | | |
| INTEREST EARNINGS | 24,060.63 | 29,060.76 | 8,807.59 | 12,999.41 | 20,000.00 | 65 |
| UNREALIZED GAIN (LOSS) ON INVEST | (361.27) | (1,221.42) | | | | |
| PROPERTY RENTS | 1,024.00 | 300.00 | | 150.00 | | |
| CIVIC CENTER RENT | 29,328.04 | 29,948.04 | 8,666.68 | 10,824.68 | 29,000.00 | 37 |
| DONATIONS | 3,590.00 | 23,800.00 | 500.00 | | 1,000.00 | |
| SALE OF PROPERTY | 6,576.60 | | | | | |
| REFUNDS & REIMBURSEMENTS | 36,563.35 | 21,562.11 | 4,777.52 | 17,115.13 | 30,000.00 | 57 |
| REIMBURSEMENTS - GAS & OIL | 16,801.10 | 25,585.51 | 5,102.04 | 6,624.26 | 15,000.00 | 44 |
| OTHER REVENUE | 24,682.79 | 8,275.13 | 4,138.21 | 903.82 | 10,000.00 | 9 |
| MANAGEMENT FEE-EDA & RL FUND | 22,192.00 | 20,075.00 | | | 22,000.00 | |
| MANAGEMENT FEES - GARBAGE FUND | 8,005.00 | 8,166.00 | 2,681.91 | 2,776.01 | 8,328.00 | 33 |
| MANAGEMENT FEE - WATER FUND | 34,920.00 | 35,618.00 | 11,872.36 | 12,110.00 | 36,330.00 | 33 |
| MANAGEMENT FEE - ELECTRIC FUND | 157,085.00 | 160,226.00 | 53,408.41 | 54,476.40 | 163,430.00 | 33 |
| MANAGEMENT FEE - LIQUOR FUND | 23,195.00 | 23,658.00 | 7,886.00 | 8,043.60 | 24,130.00 | 33 |
| MANAGEMENT FEE - SEWER FUND | 45,336.00 | 46,242.00 | 15,413.96 | 15,721.99 | 47,166.00 | 33 |
| MANAGEMENT FEES - TAX INCREMENT | 216.09 | 527.20 | | | 200.00 | |
| TRANSFER FROM OTHER FUNDS | 2,500.00 | 1,650.00 | | | 1,650.00 | |
| TRANSFER FROM LIQUOR FUND | 30,000.00 | 30,000.00 | | | 30,000.00 | |
| TRANSFER FROM UTILITY FUND | 138,670.00 | 124,353.00 | | | 100,000.00 | |
| TOTAL GENERAL FUND REVENUES | 3,112,225.95 | 3,257,475.25 | 285,853.69 | 349,174.65 | 3,256,907.00 | 11 |
| GENERAL FUND EXPENDITURES | | | | | | |
| MAYOR & COUNCIL | | | | | | |
| SALARIES - CITY COUNCIL | 15,880.00 | 16,045.00 | 5,320.00 | 5,020.00 | 16,000.00 | 31 |
| PENSIONS | 1,214.88 | 1,227.50 | 407.00 | 384.05 | 1,250.00 | 31 |
| OFFICE SUPPLIES | 1,109.35 | 88.54 | 34.20 | 81.98 | 400.00 | 20 |
| MAYOR & COUNCIL CONTINGENCY | | | | 2,341.52 | 400.00 | 585 |
| TRAVEL EXPENSE | 1,612.94 | 1,398.57 | 311.40 | 328.52 | 1,300.00 | 25 |
| TRAINING & INSTRUCTION | 1,162.00 | 866.00 | 465.00 | 870.00 | 1,000.00 | 87 |
| PRINTING & PUBLISHING | 2,031.46 | 2,562.62 | 710.99 | 352.69 | 2,500.00 | 14 |
| OTHER INS - PUBLIC OFF LIAB | 15,017.00 | 14,667.00 | 14,667.00 | 15,888.00 | 15,000.00 | 106 |
| DUES & SUBSCRIPTIONS | 8,362.00 | 8,275.00 | 4,936.00 | 4,925.00 | 8,600.00 | 57 |
| TOTAL: MAYOR & COUNCIL | 46,389.63 | 45,130.23 | 26,851.59 | 30,191.76 | 46,450.00 | 65 |
| ADMINISTRATION & FINANCE | | | | | | |
| SALARIES | 285,604.84 | 271,234.27 | 95,979.30 | 78,836.45 | 275,950.00 | 29 |
| PENSIONS | 49,546.74 | 46,309.83 | 15,787.34 | 13,702.91 | 48,800.00 | 28 |
| HEALTH, LIFE, DISB + CAFETERIA | 60,520.93 | 70,491.25 | 31,004.31 | 20,104.53 | 59,100.00 | 34 |
| OFFICE SUPPLIES | 6,121.86 | 6,762.17 | 1,956.00 | 2,636.83 | 6,000.00 | 44 |
| DUPLICATING & COPYING | 3,734.91 | 3,602.80 | 1,184.46 | 1,133.76 | 4,000.00 | 28 |

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CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 30Apr2012

PAGE # 3

| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|--|-------------------|-------------------|-------------------------------------|-------------------|-------------------|-----------|
| POSTAGE | 2,281.05 | 2,973.65 | 1,300.90 | 1,836.35 | 3,000.00 | 61 |
| SAFETY AND DRUG TESTING | 486.06 | 309.50 | 64.50 | | 600.00 | |
| GAS & OIL | 2,877.75 | 3,203.53 | 1,062.61 | 848.22 | 3,200.00 | 27 |
| EQUIPMENT REPAIR PARTS | 462.35 | 1,628.70 | 601.20 | 1,344.65 | 1,500.00 | 90 |
| SMALL TOOLS AND EQUIPMENT | 4,216.03 | 1,354.54 | 1,223.51 | 1,183.90 | 4,000.00 | 30 |
| UTILITY CONTRACTED SERVICES | 12,000.00 | 12,000.00 | 4,000.00 | 4,000.00 | 12,000.00 | 33 |
| OTHER CONTRACTED SERVICES | 7,864.86 | 11,881.00 | 6,735.75 | 2,076.50 | 8,000.00 | 26 |
| CONSULTING SERVICES | 2,734.37 | 1,500.00 | 1,500.00 | 2,360.96 | 4,000.00 | 59 |
| TELEPHONE | 10,029.77 | 10,168.73 | 2,957.83 | 2,664.80 | 10,000.00 | 27 |
| TRAVEL EXPENSE | 2,906.14 | 4,522.37 | 1,438.87 | 3,206.49 | 4,000.00 | 80 |
| TRAINING & INSTRUCTION | 2,197.43 | 1,570.95 | 878.25 | 1,232.13 | 3,000.00 | 41 |
| PUBLIC INFORMATION | | | | | | |
| INSURANCE | 1,475.00 | 1,503.00 | 1,128.00 | 1,360.00 | 1,500.00 | 91 |
| WORKERS COMPENSATION | 2,618.00 | 3,702.00 | 3,702.00 | 2,647.00 | 3,900.00 | 68 |
| DUES & SUBSCRIPTIONS | 1,985.81 | 2,300.54 | 1,236.54 | 502.15 | 2,200.00 | 23 |
| TOTAL: ADMINISTRATION & FINANCE | 459,663.90 | 457,018.83 | 173,741.37 | 141,677.63 | 454,750.00 | 31 |
| ELECTIONS | | | | | | |
| TEMPORARY SALARIES | 1,438.14 | 960.42 | | 1,551.16 | 2,000.00 | 78 |
| OFFICE SUPPLIES | 2,391.38 | 2,997.78 | | 179.30 | 2,500.00 | 7 |
| TOTAL: ELECTIONS | 3,829.52 | 3,958.20 | | 1,730.46 | 4,500.00 | 38 |
| AUDITING & ACCTING SERVICES | 18,100.00 | 18,600.00 | | | 19,000.00 | |
| ASSESSING SERVICES CONTRACTED | 17,567.00 | 17,413.00 | 17,413.00 | 17,380.00 | 17,500.00 | 99 |
| CITY ATTORNEY | | | | | | |
| OFFICE SUPPLIES | 1,350.66 | 220.27 | 6.39 | 349.05 | 200.00 | 175 |
| CITY ATTORNEY CONTRACT | 25,227.75 | 26,889.75 | 7,147.50 | 6,062.50 | 24,100.00 | 25 |
| TOTAL: CITY ATTORNEY | 26,578.41 | 27,110.02 | 7,153.89 | 6,411.55 | 24,300.00 | 26 |
| CITY HALL | | | | | | |
| BUILDING MAINTENANCE & SUPPL | 12,753.40 | 13,118.98 | 979.07 | 1,316.07 | 10,000.00 | 13 |
| CONTRACTED SERV - CLEANING | 2,820.35 | 2,959.53 | 898.00 | 944.00 | 3,000.00 | 31 |
| INSURANCE | 3,841.00 | 3,480.00 | 3,480.00 | 4,100.00 | 4,000.00 | 103 |
| UTILITIES | 9,803.66 | 10,523.96 | 4,481.00 | 3,602.90 | 11,000.00 | 33 |
| HEATING COST | 4,844.58 | 5,764.25 | 4,032.15 | 2,756.80 | 6,500.00 | 42 |
| TOTAL: CITY HALL | 34,062.99 | 35,846.72 | 13,870.22 | 12,719.77 | 34,500.00 | 37 |

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CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 30Apr2012

PAGE # 4

| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|---|-------------------|-------------------|-------------------------------------|-------------------|-------------------|-----------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| POLICE DEPARTMENT | | | | | | |
| SALARIES | 403,033.65 | 385,710.07 | 118,402.85 | 117,623.39 | 427,598.00 | 28 |
| PENSIONS | 69,442.77 | 68,281.48 | 21,017.29 | 20,714.80 | 79,398.00 | 26 |
| HEALTH, LIFE & DISB INSURANCE | 86,578.44 | 61,122.47 | 20,528.83 | 23,630.28 | 83,972.00 | 28 |
| OFFICE SUPPLIES | 5,157.25 | 4,097.71 | 1,436.99 | 1,391.18 | 6,400.00 | 22 |
| GAS & OIL | 17,433.93 | 21,873.85 | 7,752.90 | 7,183.17 | 21,000.00 | 34 |
| OPERATING SUPPLIES | 10,968.31 | 6,996.56 | 2,156.32 | 5,879.43 | 10,000.00 | 59 |
| UNIFORM ALLOWANCE | 5,116.47 | 5,504.74 | 1,373.41 | 4,774.21 | 8,000.00 | 60 |
| PERSONNEL TESTING & RECRUIT INVESTIGATIONS | 12,601.68 | 3,317.26 | | 541.70 | 1,500.00 | 36 |
| EQUIPMENT REPAIR PARTS | 2,608.51 | 8,172.43 | 1,777.50 | 2,270.00 | 10,000.00 | 23 |
| EQUIPMENT REPAIRS CONTRACTED | 9,054.65 | 784.57 | 153.12 | 22.42 | 2,500.00 | 1 |
| SMALL TOOLS & EQUIPMENT | 7,488.09 | 8,078.06 | 1,679.97 | 6,048.19 | 9,000.00 | 67 |
| CONTRACTED RECORDS MAINT | | 4,250.15 | 772.50 | 46.01 | 9,000.00 | 1 |
| TELEPHONE | 5,364.87 | 5,857.41 | 1,848.50 | 2,166.89 | 5,000.00 | |
| DARE EXPENDITURES | 1,218.00 | 2,116.58 | 946.00 | | 6,000.00 | 36 |
| TRAVEL EXPENSE | 1,664.26 | 2,993.83 | 2,078.26 | 324.26 | 2,000.00 | |
| TRAINING & INSTRUCTION | 4,540.82 | 5,387.10 | 4,542.10 | 2,840.00 | 3,000.00 | 11 |
| INSURANCE | 15,654.00 | 15,570.00 | 15,570.00 | 16,037.00 | 5,000.00 | 57 |
| WORKERS COMPENSATION | 16,880.00 | 18,969.00 | 18,969.00 | 17,835.00 | 16,640.00 | 96 |
| RENTS | 1,920.00 | 1,680.00 | 400.00 | 640.00 | 21,113.00 | 84 |
| DUES & SUBSCRIPTIONS | 1,776.59 | 1,114.95 | 1,081.95 | 1,866.31 | 1,600.00 | 40 |
| DOG POUND EXPENSES | 1,406.75 | 1,771.06 | 160.00 | 250.00 | 1,800.00 | 104 |
| | | | | | 1,700.00 | 15 |
| TOTAL: POLICE DEPARTMENT | 679,909.04 | 633,649.28 | 222,647.49 | 232,084.24 | 732,221.00 | 32 |
| FIRE DEPARTMENT | | | | | | |
| PART TIME - SALARIES | 40,034.35 | 43,738.10 | 1,291.80 | 2,502.86 | 56,500.00 | 4 |
| OFFICE SUPPLIES | 91.32 | 1,299.83 | 483.46 | 238.17 | 750.00 | 32 |
| GAS & OIL | 2,087.17 | 2,791.07 | 937.45 | 1,910.03 | 3,500.00 | 55 |
| OPERATING SUPPLIES | 6,246.42 | 4,273.57 | 221.36 | 807.34 | 5,000.00 | 16 |
| EQUIPMENT REPAIR PARTS | 1,963.55 | 4,973.17 | 1,381.96 | 153.00 | 4,000.00 | 4 |
| EQUIPMENT REPAIR CONTRACTUAL | 4,885.31 | 2,499.49 | 2,026.50 | 3,835.63 | 5,000.00 | 77 |
| RADIO REPAIRS CONTRACTED | 1,121.90 | 410.47 | 208.49 | 105.00 | 1,500.00 | 7 |
| BUILDING MAINTENANCE & SUPPL | 8,638.30 | 5,165.98 | 984.96 | 862.49 | 4,000.00 | 22 |
| BUILDING REPAIRS CONTRACTED | | 7,627.00 | 7,627.00 | | | |
| SMALL TOOLS & EQUIPMENT | 7,425.27 | 6,390.73 | 196.73 | 950.46 | 6,000.00 | 16 |
| TELEPHONE | 176.05 | 188.80 | 58.19 | 43.99 | 250.00 | 18 |
| CONTRACTED SERVICES | 440.00 | 28,893.13 | 3,300.00 | 226.68 | 2,500.00 | 9 |
| TRAVEL EXPENSE | 142.26 | 100.43 | 63.83 | | 1,500.00 | |
| TRAINING & INSTRUCTION | 6,201.22 | 8,140.52 | 5,589.67 | 1,360.00 | 5,000.00 | 27 |
| INSURANCE | 11,535.00 | 11,958.00 | 11,958.00 | 12,760.00 | 12,500.00 | 102 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|------------------------------------|-------------------|-------------------|-------------------------------------|------------------|-------------------|-----------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| WORKERS COMPENSATION | 6,828.00 | 7,563.00 | 7,563.00 | 6,746.00 | 8,000.00 | 84 |
| UTILITIES | 3,748.26 | 3,739.56 | 1,217.08 | 1,488.88 | 4,000.00 | 37 |
| HEATING COST | 3,521.65 | 3,052.49 | 2,125.30 | 1,140.25 | 4,500.00 | 25 |
| HYDRANT RENTALS/FIRE SERVICE | 10,000.00 | 10,000.00 | 3,333.32 | 3,333.32 | 10,000.00 | 33 |
| DUES & SUBSCRIPTIONS | 274.00 | 289.00 | 249.00 | 290.00 | 500.00 | 58 |
| TOTAL: FIRE DEPARTMENT | 115,360.03 | 153,094.34 | 50,817.10 | 38,754.10 | 135,000.00 | 29 |
| BUILDING DEPARTMENT | | | | | | |
| SALARIES | 43,613.44 | 44,262.40 | 12,705.60 | 13,179.32 | 47,410.00 | 28 |
| PENSIONS | 7,564.74 | 7,785.54 | 2,230.76 | 2,309.19 | 8,490.00 | 27 |
| HEALTH, LIFE AND DISABILITY | 9,668.60 | 9,672.80 | 3,253.95 | 3,353.98 | 11,220.00 | 30 |
| GAS | 381.22 | 417.13 | 50.00 | 119.68 | 400.00 | 30 |
| OPERATING SUPPLIES | 947.67 | 1,638.68 | 889.71 | 220.33 | 2,000.00 | 11 |
| CONTRACTED SERV.-OTHER EXPENSE | 2,291.25 | 6,124.41 | 400.00 | 49.00 | 5,500.00 | 1 |
| TELEPHONE | 735.74 | 739.44 | 246.62 | 248.77 | 750.00 | 33 |
| TRAVEL EXPENSE | 3,660.58 | 3,332.18 | 1,147.50 | 1,587.52 | 4,000.00 | 40 |
| TRAINING & INSTRUCTION | 250.00 | 255.00 | 130.00 | 280.00 | 300.00 | 93 |
| DUES & SUBSCRIPTIONS | 555.94 | 75.00 | 75.00 | 75.00 | 200.00 | 38 |
| TOTAL: BUILDING DEPARTMENT | 69,669.18 | 74,386.06 | 21,129.14 | 21,422.79 | 80,270.00 | 27 |
| HIGHWAY STREETS & ROADS | | | | | | |
| SALARIES | 189,696.81 | 178,517.17 | 56,659.58 | 52,890.83 | 187,650.00 | 28 |
| PENSIONS | 32,029.12 | 30,461.97 | 9,374.23 | 8,996.57 | 32,570.00 | 28 |
| HEALTH, LIFE & DISB INSURANCE | 22,943.47 | 26,907.24 | 10,397.70 | 8,553.65 | 28,490.00 | 30 |
| OFFICE SUPPLIES | 1.26 | 169.43 | | 45.40 | 350.00 | 13 |
| GAS & OIL | 34,761.25 | 38,717.30 | 17,783.70 | 8,172.51 | 50,000.00 | 16 |
| OPERATING SUPPLIES | 7,537.35 | 8,118.26 | 2,103.70 | 4,046.12 | 8,000.00 | 51 |
| STREET MARKINGS & SIGNS | 14,011.49 | 8,466.35 | 718.18 | 4,713.81 | 9,000.00 | 52 |
| SHOP SUPPLIES | 359.42 | 897.98 | 68.56 | 318.21 | 1,000.00 | 32 |
| EQUIPMENT REPAIR PARTS | 12,141.79 | 12,513.99 | 3,766.26 | 7,659.97 | 15,000.00 | 51 |
| TIRES | 9,663.36 | 7,102.65 | 6,833.39 | 7,007.50 | 8,000.00 | 88 |
| EQUIPMENT REPAIRS CONTRACTED | 6,967.52 | 22,779.24 | 3,155.41 | 1,433.54 | 8,000.00 | 18 |
| STREET MAINTENANCE-MATERIALS | 11,075.81 | 101,069.80 | 378.34 | | 15,000.00 | |
| STREET MAINT.- SEALCOATING | 66,785.57 | 5,411.67 | 5,247.07 | | 50,000.00 | |
| SNOW REMOVAL | 8,997.48 | 5,646.17 | 2,598.77 | 3,827.57 | 8,000.00 | 48 |
| FLOOD CONTROL | | 40,020.23 | 34,980.18 | 480.00 | 10,000.00 | 5 |
| BUILDING MAINTENANCE & SUPPL | 5,126.42 | 3,437.61 | 852.41 | 598.43 | 2,500.00 | 24 |
| SMALL TOOLS & EQUIPMENT | 1,948.03 | 1,242.27 | 760.11 | 853.40 | 2,500.00 | 34 |
| TELEPHONE | | | | 300.00 | | |
| TRAVEL EXPENSE | 351.39 | 330.98 | 53.55 | 208.94 | 450.00 | 46 |
| TRAINING & INSTRUCTION | 586.40 | 995.59 | 525.50 | 760.85 | 800.00 | 95 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| INSURANCE | 18,000.00 | 18,338.00 | 18,338.00 | 18,859.00 | 18,800.00 | 100 |
| WORKERS COMPENSATION | 18,586.00 | 18,448.00 | 18,355.00 | 17,445.00 | 19,000.00 | 92 |
| UTILITIES | 4,348.09 | 4,045.99 | 1,576.99 | 1,394.15 | 4,500.00 | 31 |
| HEATING COST | 3,248.65 | 2,923.48 | 2,308.57 | 942.97 | 3,800.00 | 25 |
| STREET LIGHTING UTILITIES | 69,770.84 | 66,344.85 | 23,602.15 | 22,107.45 | 71,000.00 | 31 |
| LAUNDRY | 751.31 | 894.39 | 315.65 | 291.93 | 950.00 | 31 |
| TOTAL: STREET DEPARTMENT | 539,688.83 | 603,800.61 | 220,753.00 | 172,005.80 | 555,360.00 | 31 |
| ORGANIZED RECREATION | | | | | | |
| MANAGEMENT FEES | 14,920.69 | 15,712.48 | | | 16,000.00 | |
| SENIOR CITIZEN PROGRAM | 10,866.48 | 12,625.02 | 2,717.82 | 2,622.90 | 12,400.00 | 21 |
| TOTAL: ORGANIZED RECREATION | 25,787.17 | 28,337.50 | 2,717.82 | 2,622.90 | 28,400.00 | 9 |
| SWIMMING POOL | | | | | | |
| TEMPORARY SALARIES | 36,570.13 | 38,580.60 | | | 40,000.00 | |
| PENSIONS | 2,797.76 | 2,951.51 | | | 3,060.00 | |
| OPERATING SUPPLIES | 20,352.25 | 24,497.47 | 487.51 | 3,785.68 | 22,000.00 | 17 |
| BUILDING MAINTENANCE & SUPPL | 5,033.64 | 6,559.59 | 44.57 | 73.67 | 16,000.00 | 0 |
| BUILDING REPAIRS CONTRACTED | 8,187.72 | 1,956.37 | | 1,296.00 | 6,000.00 | 22 |
| CONCESSION SUPPLIES | 8,576.60 | 8,403.10 | | | 9,000.00 | |
| TELEPHONE | 355.23 | 399.12 | 96.83 | 128.21 | 400.00 | 32 |
| INSURANCE | 7,594.00 | 8,467.73 | 8,124.00 | 8,483.46 | 8,400.00 | 101 |
| UTILITIES | 10,441.10 | 10,777.80 | 463.64 | 274.46 | 11,000.00 | 2 |
| HEATING COST | 3,713.78 | 7,174.43 | | | 8,000.00 | |
| TOTAL: SWIMMING POOL | 103,622.21 | 109,767.72 | 9,216.55 | 14,041.48 | 123,860.00 | 11 |
| ARMORY | | | | | | |
| OPERATING SUPPLIES | 296.11 | 84.20 | | | 400.00 | |
| BUILDING MAINT & SUPPLIES | 1,826.99 | 573.86 | 115.36 | 294.04 | 2,000.00 | 15 |
| CONTRACTED SERVICES | 343.45 | 313.56 | 133.48 | 156.86 | 500.00 | 31 |
| TELEPHONE | 501.51 | 502.37 | 167.75 | 167.97 | 500.00 | 34 |
| INSURANCE | 1,400.00 | 1,479.00 | 1,479.00 | 1,800.00 | 1,500.00 | 120 |
| UTILITIES | 2,548.34 | 1,801.37 | 755.80 | 755.91 | 2,600.00 | 29 |
| HEATING COST | 2,808.67 | 2,473.67 | 1,545.72 | 1,020.79 | 3,000.00 | 34 |
| TOTAL: ARMORY | 9,725.07 | 7,228.03 | 4,197.11 | 4,195.57 | 10,500.00 | 40 |
| PARKS | | | | | | |
| SALARIES | 66,678.38 | 66,185.57 | 13,869.92 | 17,101.33 | 69,740.00 | 25 |
| PENSIONS | 9,018.93 | 8,890.09 | 2,024.93 | 2,525.81 | 9,180.00 | 28 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|--------------------------------|-------------------|-------------------|-------------------------------------|------------------|-------------------|-----------|
| HEALTH, LIFE & DISB INSURANCE | 10,457.77 | 9,245.79 | 2,973.35 | 3,306.53 | 10,005.00 | 33 |
| MOSQUITO SPRAY & SUPPLIES | | | | 6,697.43 | 8,000.00 | 84 |
| CHEMICALS & CHEM SUPPLIES | 3,036.06 | 1,961.57 | 89.76 | | 5,000.00 | |
| GAS & OIL | 8,121.28 | 9,617.81 | 1,654.31 | 1,350.38 | 8,000.00 | 17 |
| OPERATING SUPPLIES | 13,596.53 | 10,553.18 | 1,772.45 | 2,400.92 | 10,000.00 | 24 |
| LANDSCAPING MATERIALS | 8,093.16 | 2,221.54 | 949.05 | 129.79 | 5,000.00 | 3 |
| EQUIPMENT REPAIR PARTS | 5,805.14 | 7,937.42 | 2,853.94 | 4,550.88 | 5,000.00 | 91 |
| EQUIPMENT REPAIRS CONTRACTED | 2,170.09 | 4,239.12 | 615.41 | 47.99 | 3,000.00 | 2 |
| BUILDING REPAIR AND MAINT | 2,816.17 | 3,412.47 | 533.65 | 1,855.82 | 3,500.00 | 53 |
| SMALL TOOLS & EQUIPMENT | 4,213.09 | 8,106.95 | 2,378.74 | 126.67 | 2,000.00 | 6 |
| CONTRACTED SERVICES-MOWING | 4,715.29 | 3,705.24 | | 349.30 | 5,000.00 | 7 |
| CONTRACTED SERVICES-TREE REMOV | 15,092.44 | 16,443.10 | | 103.02 | 25,000.00 | 0 |
| CONTRACTED SERVICES-OTHER | 5,102.85 | 4,261.95 | | 1,901.86 | 5,000.00 | 38 |
| TELEPHONE | 351.48 | 352.23 | 117.59 | 217.81 | 500.00 | 44 |
| TRAVEL EXPENSE | 122.43 | 262.46 | 96.56 | 482.54 | 600.00 | 80 |
| TRAINING & INSTRUCTION | 103.30 | 135.75 | 75.75 | 252.13 | 300.00 | 84 |
| INSURANCE | 12,305.00 | 12,516.00 | 12,516.00 | 13,262.00 | 13,000.00 | 102 |
| UTILITIES | 10,504.98 | 7,600.45 | 1,299.42 | 1,601.54 | 8,000.00 | 20 |
| RENT | 1,800.00 | 1,800.00 | 600.00 | 600.00 | 1,800.00 | 33 |
| CEMETERY | 1,983.08 | 5,084.86 | 929.04 | 390.31 | 6,500.00 | 6 |
| TOTAL: PARK DEPARTMENT | 186,087.45 | 184,533.55 | 45,349.87 | 59,254.06 | 204,125.00 | 29 |
| LODGING TAX EXPENSES | 23,199.89 | 21,582.44 | 10,777.65 | 6,958.19 | 28,250.00 | 25 |
| PROPERTY TAX ABATEMENTS | 15,947.02 | 17,205.64 | | | 20,900.00 | |
| NOT ALLOCATED | 14,756.37 | 6,426.04 | 1,690.93 | 6,013.89 | 10,000.00 | 60 |
| PUBLIC TRANSIT | | | | | | |
| SALARIES | 84,294.66 | 80,383.83 | 23,440.55 | 25,951.62 | 84,800.00 | 31 |
| PENSIONS | 11,785.08 | 11,498.66 | 3,334.58 | 3,671.89 | 11,500.00 | 32 |
| HEALTH, LIFE & DISB INSURANCE | 15,321.12 | 17,176.85 | 5,301.53 | 5,069.55 | 22,320.00 | 23 |
| GAS & OIL | 18,791.26 | 26,282.27 | 9,023.92 | 8,325.08 | 23,986.00 | 35 |
| PERSONNEL TESTING | | | | | | |
| OPERATING SUPPLIES | 2,624.99 | 1,158.98 | 363.00 | 712.15 | 1,500.00 | 47 |
| EQUIPMENT REPAIR PARTS | 11,256.48 | 5,872.09 | 312.91 | 416.33 | 7,500.00 | 6 |
| TIRES | 2,191.79 | 1,115.77 | 1,115.77 | 776.26 | 1,200.00 | 65 |
| TELEPHONE | 482.11 | 478.78 | 160.12 | 160.63 | 450.00 | 36 |
| TRAVEL EXPENSE | 711.61 | 17.92 | | 495.58 | 700.00 | 71 |
| TRAINING & INSTRUCTION | 366.00 | 316.00 | 116.00 | 124.00 | 200.00 | 62 |
| ADVERTISING | | | | | 300.00 | |
| INSURANCE | 4,800.00 | 4,872.00 | 4,872.00 | 4,900.00 | 5,000.00 | 98 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|----------------------------------|------------------|------------------|-------------------------------------|--------------|-------------------|---------|
| WORKERS COMPENSATION | 5,452.00 | 7,167.00 | 6,712.00 | 6,178.00 | 6,500.00 | 95 |
| RENT | 4,500.00 | 4,500.00 | 1,500.00 | 1,500.00 | 4,500.00 | 33 |
| DUES AND SUBSCRIPTIONS | | | | | | |
| TOTAL: PUBLIC TRANSIT | 162,577.10 | 160,840.15 | 56,252.38 | 58,281.09 | 170,456.00 | 34 |
| AIRPORT | | | | | | |
| SALARIES | 2,500.00 | 2,500.00 | | | 2,500.00 | |
| PENSIONS | 191.25 | 191.25 | | | 430.00 | |
| GAS | 21,660.93 | 22,432.86 | 4,660.32 | 18,975.04 | 14,000.00 | 136 |
| OPERATING SUPPLIES | 5,177.59 | 3,668.73 | 975.01 | 828.23 | 3,500.00 | 24 |
| BUILDING MAINTENANCE & SUPPL | 4,876.52 | 9,329.11 | 2,855.99 | 3,324.49 | 5,000.00 | 66 |
| MANAGEMENT FEES | 4,200.00 | 4,200.00 | 1,400.00 | 1,400.00 | 4,500.00 | 31 |
| CONTRACTED SERVICES | 2,500.00 | | | 220.00 | | |
| TELEPHONE | 828.01 | 842.28 | 280.35 | 280.44 | 900.00 | 31 |
| INSURANCE | 4,260.00 | 4,297.00 | 4,297.00 | 4,600.00 | 4,400.00 | 105 |
| UTILITIES | 9,014.61 | 9,989.20 | 3,240.96 | 2,930.77 | 9,200.00 | 32 |
| HEATING COST | 878.24 | 724.52 | 526.24 | 274.40 | 1,200.00 | 23 |
| TOTAL: AIRPORT | 56,087.15 | 58,174.95 | 18,235.87 | 32,833.37 | 45,630.00 | 72 |
| TRANSFERS | | | | | | |
| TRANSFER TO LIBRARY FUND | | | | | 20,000.00 | |
| TRANSFER TO FIRE DEPT BOND FND | | | | | | |
| TRANS TO CAPITAL OUTLAY FUND | 348,600.00 | 350,000.00 | | | 350,000.00 | |
| TRANS TO GOLF CLUB FUND | | 10,000.00 | 10,000.00 | 2,648.45 | | |
| TRANSFER TO CONCRETE PROJECTS | 15,000.00 | 15,000.00 | | | 15,000.00 | |
| TRANS TO STORM WATER FUND | 10,000.00 | 10,000.00 | | | 10,000.00 | |
| TRANS TO FIRE RELIEF FUND | 30,658.00 | 37,255.00 | 6,000.00 | 1,000.00 | 34,337.00 | 3 |
| TRANS TO OTHER FUNDS | | | | | | |
| TRANS TO CIVIC CENTER | 26,000.04 | 26,000.04 | 8,666.68 | 8,666.68 | 26,000.00 | 33 |
| TOTAL GENERAL FUND EXPENDITURES | 3,038,866.00 | 3,112,358.35 | 927,481.66 | 870,893.78 | 3,201,309.00 | 27 |
| TOTAL REVENUES LESS EXPENDITURES | 73,359.95 | 145,116.90 | (641,627.97) | (521,719.13) | 55,598.00 | (938) |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|----------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| LIBRARY FUND | | | | | | |
| TAXES | 84,353.05 | 94,470.79 | 1,171.76 | 1,344.46 | 116,311.00 | 1 |
| INTEREST EARNINGS | | | | | 100.00 | |
| RENTALS | 80.00 | | | | | |
| DONATIONS | 25.00 | 4,000.00 | | 305.00 | | |
| BUILDING DONATIONS | | | | | | |
| SALE OF PROPERTY | | | | | | |
| REFUNDS & REIMBURSEMENTS | 2,138.78 | 1,776.97 | 434.79 | 627.00 | 2,000.00 | 31 |
| TRANSFER FROM GENERAL FUND | | | | | 20,000.00 | |
| TRANSFER FROM OTHER FUNDS | 450.00 | 450.00 | | | 460.00 | |
| TOTAL LIBRARY FUND REVENUES | 87,046.83 | 100,697.76 | 1,606.55 | 2,276.46 | 138,871.00 | 2 |
| EXPENDITURES | | | | | | |
| OFFICE & OPERATING SUPPLIES | 1,522.78 | 2,226.72 | 661.86 | 631.57 | 5,000.00 | 13 |
| EQUIPMENT REPAIRS | | | | | 500.00 | |
| BUILDING MAINTENANCE & SUPPL | 5,144.06 | 5,992.98 | 1,037.98 | 1,269.60 | 5,500.00 | 23 |
| BUILDING REPAIRS CONTRACTED | | | | | | |
| MANAGEMENT FEES-PIONEERLAND | 67,671.00 | 72,671.00 | 18,167.75 | 18,167.75 | 72,671.00 | 25 |
| CONTRACTED SERV - CLEANING | 4,200.00 | 4,200.00 | 1,400.00 | 1,400.00 | 5,000.00 | 28 |
| TELEPHONE | 909.75 | 893.73 | 294.76 | 312.40 | 950.00 | 33 |
| TRAVEL | | | | | 750.00 | |
| INSURANCE | 2,300.00 | 2,440.00 | 2,440.00 | 2,900.00 | 2,500.00 | 116 |
| UTILITIES | 6,252.92 | 4,904.10 | 1,593.96 | 1,446.67 | 6,100.00 | 24 |
| HEATING COST | 1,790.71 | 1,768.60 | 824.74 | 446.50 | 1,900.00 | 24 |
| CAPITAL OUTLAY | | | | | 35,000.00 | |
| CAPITAL OUTLAY - BOOKS | 3,054.77 | 3,000.00 | 3,000.00 | | 3,000.00 | |
| TOTAL LIBRARY FUND EXPENDITURES | 92,845.99 | 98,097.13 | 29,421.05 | 26,574.49 | 138,871.00 | 19 |
| TOTAL REVENUES LESS EXPENDITURES | (5,799.16) | 2,600.63 | (27,814.50) | (24,298.03) | | |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|--------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| *** WATER FUND *** | | | | | | |
| SALE OF SERVICE | 328,845.42 | 458,536.28 | 140,272.55 | 174,830.14 | 540,000.00 | 32 |
| CONNECTION FEES | 500.00 | | | | 250.00 | |
| FIRE SERVICE FEE | 10,000.00 | 10,000.00 | 3,333.33 | 3,333.33 | 10,000.00 | 33 |
| REFUNDS & REIMBURSEMENTS | 5,674.46 | 8,820.82 | 6,086.07 | 3,211.43 | 4,000.00 | 80 |
| TOTAL REVENUES | 345,019.88 | 477,357.10 | 149,691.95 | 181,374.90 | 554,250.00 | 33 |
| EXPENDITURES | | | | | | |
| SALARIES | 95,477.11 | 97,494.60 | 29,838.84 | 28,074.30 | 100,000.00 | 28 |
| EARNED BENEFITS | 856.37 | (307.46) | | | 1,200.00 | |
| FRINGE BENEFITS | 33,006.20 | 36,233.81 | 12,477.86 | 11,192.72 | 36,360.00 | 31 |
| OFFICE SUPPLIES | 769.45 | 560.69 | 37.47 | | 1,000.00 | |
| CHEMICALS & CHEMICAL SUPPLIES | 5,561.92 | 7,989.64 | 2,636.98 | 640.85 | 7,000.00 | 9 |
| GAS & OIL | 3,663.88 | 3,644.10 | 1,241.43 | 1,111.13 | 3,700.00 | 30 |
| OPERATING SUPPLIES | 3,560.53 | 5,489.76 | 1,019.87 | 909.08 | 4,500.00 | 20 |
| LABORATORY AND TESTING | 2,234.80 | 1,099.43 | 292.44 | 347.72 | 2,000.00 | 17 |
| EQUIPMENT REPAIR & MAINTENANCE | 7,909.50 | 754.09 | 268.57 | 221.71 | 6,000.00 | 4 |
| MAINTAIN SYSTEM | 40,870.69 | 41,301.77 | 3,382.32 | 1,688.28 | 31,000.00 | 5 |
| BUILDING REPAIR & MAINTENANCE | 17,191.30 | 2,845.05 | 2,386.47 | 56.18 | 2,000.00 | 3 |
| MANAGEMENT FEES | 34,920.00 | 35,618.00 | 11,872.40 | 12,110.00 | 36,330.00 | 33 |
| TELEPHONE | 313.94 | 279.61 | 89.22 | 282.02 | 350.00 | 81 |
| TRAVEL | 1,503.59 | 594.49 | 432.95 | 265.18 | 1,500.00 | 18 |
| TRAINING | 997.73 | 1,080.35 | 585.25 | 504.24 | 1,000.00 | 50 |
| MARKETING | | 2,695.33 | 2,175.33 | | 1,000.00 | |
| INSURANCE | 10,170.00 | 10,342.00 | 3,447.60 | 3,589.80 | 11,000.00 | 33 |
| WORK COMP INSURANCE | 4,856.00 | 6,501.00 | 1,647.00 | 1,580.00 | 5,500.00 | 29 |
| ELECTRIC UTILITIES | 43,795.69 | 40,628.79 | 16,884.09 | 10,204.70 | 45,000.00 | 23 |
| DEPRECIATION | 98,605.63 | 100,088.73 | 29,995.46 | 32,820.65 | 93,000.00 | 35 |
| MISCELLANEOUS | 3,542.39 | 4,702.55 | 2,932.64 | 2,299.58 | 4,000.00 | 57 |
| INTERDEPARTMENTAL CHARGES | 12,375.00 | 12,375.00 | 4,125.00 | 4,125.00 | 12,375.00 | 33 |
| TOTAL EXPENDITURES | 422,181.72 | 412,011.33 | 127,769.19 | 112,023.14 | 405,815.00 | 28 |
| OPERATING PROFIT/(LOSS) | (77,161.84) | 65,345.77 | 21,922.76 | 69,351.76 | 148,435.00 | 47 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|---------------------------------|--------------------|------------------|-------------------------------------|------------------|-------------------|-----------|
| OTHER INCOME & EXPENSE | | | | | | |
| INTEREST INCOME | 11,497.51 | 6,419.80 | 2,433.99 | 3,494.06 | 9,000.00 | 39 |
| CONTRIBUTED CAPITAL DEPRECIAT'N | | | | | | |
| GAIN/LOSS ON FIXED ASSET SALE | (1,784.00) | | | | | |
| INTEREST EXPENSE | (16,690.31) | (14,811.37) | (1,862.24) | (9,366.08) | (50,700.00) | 18 |
| GRANTS & CONTRIBUTED CAPITAL | | | | | | |
| NET INCOME/(LOSS) | <u>(84,138.64)</u> | <u>56,954.20</u> | <u>22,494.51</u> | <u>63,479.74</u> | <u>106,735.00</u> | <u>59</u> |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|--------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| *** SEWER FUND *** | | | | | | |
| SALE OF SERVICE | 738,633.77 | 756,800.39 | 246,778.56 | 246,127.82 | 760,000.00 | 32 |
| CONNECTION FEES | 2,000.00 | | | | 2,000.00 | |
| REFUNDS & REIMBURSEMENTS | 1,994.86 | 8,466.46 | 142.39 | (1,766.31) | 2,000.00 | (88) |
| TOTAL REVENUES | 742,628.63 | 765,266.85 | 246,920.95 | 244,361.51 | 764,000.00 | 32 |
| EXPENDITURES | | | | | | |
| SALARIES | 6,733.88 | 15,097.19 | 1,533.56 | 1,701.11 | 13,000.00 | 13 |
| EARNED BENEFITS | 1,202.24 | (2,156.52) | | | | |
| FRINGE BENEFITS | 2,151.03 | 8,323.96 | 4,184.62 | 625.47 | 4,700.00 | 13 |
| OFFICE SUPPLIES | 254.53 | 135.94 | | | 300.00 | |
| CHEMICALS & CHEMICAL SUPPLIES | | | | | | |
| GAS & OIL | 1,471.95 | 2,280.98 | 268.92 | 250.01 | 2,000.00 | 13 |
| OPERATING SUPPLIES | 465.01 | 561.96 | 92.21 | 261.33 | 500.00 | 52 |
| LABORATORY AND TESTING | | 8.85 | | | | |
| CONTRACTED SERVICES-TESTING | | | | | | |
| EQUIPMENT REPAIR & MAINTENANCE | 21,380.56 | 6,740.96 | 13,538.99 | 731.82 | 5,500.00 | 13 |
| MAINTAIN SYSTEM | 18,584.47 | 22,102.80 | 3,201.90 | 324.11 | 22,000.00 | 1 |
| BUILDING REPAIR & MAINTENANCE | 750.40 | 1,114.02 | 734.05 | 35.00 | 1,000.00 | 4 |
| CONTRACTED OPERATIONS | 250,440.00 | 273,652.00 | 93,896.00 | 97,556.00 | 276,400.00 | 35 |
| MANAGEMENT FEES | 45,336.00 | 46,242.00 | 15,414.00 | 15,722.00 | 47,166.00 | 33 |
| TELEPHONE | 313.91 | 279.57 | 89.21 | 82.02 | 400.00 | 21 |
| TRAVEL | 748.39 | 19.69 | | 234.46 | 500.00 | 47 |
| TRAINING | 133.33 | 252.54 | 100.00 | 60.00 | 400.00 | 15 |
| INSURANCE | 15,868.00 | 16,282.00 | 5,427.60 | 5,556.20 | 17,000.00 | 33 |
| WORK COMP INSURANCE | 406.00 | 299.00 | 299.00 | 527.00 | | |
| ELECTRIC UTILITIES | 33,684.53 | 36,269.36 | 13,791.69 | 13,539.20 | 36,000.00 | 38 |
| HEAT | 5,956.55 | 5,835.89 | 3,079.80 | 1,893.63 | 6,000.00 | 32 |
| DEPRECIATION | 316,883.23 | 305,737.51 | 100,722.18 | 102,889.41 | 300,000.00 | 34 |
| MISCELLANEOUS | 4,801.06 | 4,686.48 | 1,599.89 | 1,656.98 | 5,200.00 | 32 |
| INTERDEPARTMENTAL CHARGES | 21,360.00 | 21,360.00 | 7,120.00 | 7,120.00 | 21,360.00 | 33 |
| TOTAL EXPENDITURES | 748,925.07 | 765,126.18 | 265,093.62 | 250,765.75 | 759,426.00 | 33 |
| OPERATING PROFIT/(LOSS) | (6,296.44) | 140.67 | (18,172.67) | (6,404.24) | 4,574.00 | (140) |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|---------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| OTHER INCOME & EXPENSE | | | | | | |
| SPECIAL ASSESSMENTS | | | | | | |
| INTEREST INCOME | 13,997.59 | 12,236.46 | 4,512.60 | 2,165.44 | 12,000.00 | 18 |
| CONTRIBUTED CAPITAL DEPRECIAT'N | | | | | | |
| INTEREST EXPENSE | (81,549.90) | (76,783.89) | (10,328.59) | (9,702.15) | (72,000.00) | 13 |
| GAIN/LOSS ON DISPOSAL OF ASSET | | | | | | |
| GRANTS & CONTRIBUTED CAPITAL | 18,416.67 | | | | | |
| NET INCOME/(LOSS) | (55,432.08) | (64,406.76) | (23,988.66) | (13,940.95) | (55,426.00) | 25 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|---------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| *** GARBAGE COLLECTION FUND *** | | | | | | |
| REVENUES | | | | | | |
| SALE OF GARBAGE TAGS | 4,395.99 | 4,080.72 | 734.88 | 603.73 | 4,000.00 | 15 |
| GARBAGE BILLINGS | 163,530.20 | 162,484.58 | 54,224.81 | 53,879.04 | 163,000.00 | 33 |
| OTHER REVENUE | 202.15 | 279.39 | 216.80 | 198.00 | 200.00 | 99 |
| TOTAL REVENUES | 168,128.34 | 166,844.69 | 55,176.49 | 54,680.77 | 167,200.00 | 33 |
| EXPENDITURES | | | | | | |
| OPERATING SUPPLIES | 914.45 | 1,265.42 | 1,254.44 | 842.98 | 1,200.00 | 70 |
| MANAGEMENT FEES | 8,005.00 | 8,166.00 | 2,681.84 | 2,776.00 | 8,328.00 | 33 |
| CONTRACTED GARBAGE PICKUP | 104,167.92 | 103,944.00 | 34,648.00 | 34,648.00 | 114,000.00 | 30 |
| REFUSE DISPOSAL | 45,578.40 | 44,606.40 | 13,444.00 | 13,256.00 | 48,000.00 | 28 |
| UNCOLLECTABLE ACCOUNTS | 899.74 | 607.35 | | | 1,000.00 | |
| TOTAL EXPENDITURES | 159,565.51 | 158,589.17 | 52,028.28 | 51,522.98 | 172,528.00 | 30 |
| OPERATING PROFIT/(LOSS) | 8,562.83 | 8,255.52 | 3,148.21 | 3,157.79 | (5,328.00) | (59) |
| INTEREST INCOME | 1,824.43 | 2,039.60 | 662.78 | 722.21 | 1,900.00 | 38 |
| NET INCOME/(LOSS) | 10,387.26 | 10,295.12 | 3,810.99 | 3,880.00 | (3,428.00) | (113) |
| | ===== | ===== | ===== | ===== | ===== | |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|------------------------------|------------------|------------------|-------------------------------------|--------------|-------------------|---------|
| *** ELECTRIC FUND *** | | | | | | |
| REVENUES | | | | | | |
| SALE OF SERVICE | 3,237,616.40 | 3,268,994.73 | 1,125,617.39 | 1,068,348.53 | 3,361,000.00 | 32 |
| MISCELLANEOUS | 38,966.50 | 46,313.00 | 10,121.14 | 10,960.28 | 46,000.00 | 24 |
| ADMINISTRATIVE SERVICES | 11,999.99 | 12,000.01 | 4,000.03 | 4,000.03 | 12,000.00 | 33 |
| INTERDEPARTMENTAL CHARGES | 33,735.00 | 33,735.00 | 11,245.00 | 11,245.00 | 33,735.00 | 33 |
| REFUNDS AND REIMBURSEMENTS | 45,644.59 | 83,799.90 | 1,869.91 | 18,769.70 | 20,000.00 | 94 |
| CONSERVATION REBATES | 29,534.11 | 22,140.50 | 9,258.50 | 22,790.49 | 25,000.00 | 91 |
| GENERATION CAPACITY REVENUE | 44,352.00 | 45,730.00 | 14,784.00 | 15,640.00 | 46,800.00 | 33 |
| DEDICATED CAPACITY REVENUE | 300,000.00 | 306,000.00 | 102,000.00 | 102,000.00 | 309,000.00 | 33 |
| GENERATION SALES | 9,334.95 | 13,929.00 | 2,251.38 | 2,527.60 | 10,000.00 | 25 |
| BACKUP POWER AGREEMENT | 519,622.95 | 434,894.95 | 105,362.92 | 97,533.28 | 420,000.00 | 23 |
| TOTAL REVENUES | 4,270,806.49 | 4,267,537.09 | 1,386,510.27 | 1,353,814.91 | 4,283,535.00 | 32 |
| EXPENDITURES | | | | | | |
| ADMINISTRATION | | | | | | |
| SALARIES | 75,287.45 | 79,655.27 | 23,085.60 | 23,518.02 | 75,150.00 | 31 |
| EARNED BENEFITS | 7,616.21 | (7,655.87) | | | 3,000.00 | |
| FRINGE BENEFITS | 30,063.92 | 46,082.51 | 24,810.56 | 10,470.99 | 32,420.00 | 32 |
| OFFICE SUPPLIES | 5,646.24 | 6,359.89 | 2,119.55 | 2,290.74 | 6,000.00 | 38 |
| POSTAGE | 2,456.25 | 2,756.05 | 1,270.30 | 1,715.70 | 3,000.00 | 57 |
| GAS | 193.12 | 353.66 | 62.78 | 94.66 | 300.00 | 32 |
| MANAGEMENT FEES | 157,085.00 | 160,226.00 | 53,408.40 | 54,476.40 | 163,430.00 | 33 |
| CONTRACTED SERVICES | 8,139.35 | 14,069.22 | 12,021.17 | | 15,000.00 | |
| DATA PROCESSING SERVICES | 23,906.11 | 22,349.10 | 2,825.14 | 6,026.47 | 25,000.00 | 24 |
| BILL PRINT SERVICES | 12,502.79 | 11,152.15 | 2,743.94 | 1,889.80 | 12,000.00 | 16 |
| TELEPHONE | 8,656.13 | 9,110.10 | 2,923.91 | 2,793.27 | 9,000.00 | 31 |
| TRAVEL EXPENSE | 1,265.90 | 2,534.59 | 575.92 | 572.25 | 2,000.00 | 29 |
| TRAINING & INSTRUCTION | 754.00 | 707.50 | 182.50 | 380.00 | 1,400.00 | 27 |
| MARKETING | 8,307.34 | 13,726.17 | 2,659.47 | 2,489.89 | 10,000.00 | 25 |
| INSURANCE | 21,710.00 | 21,938.00 | 7,806.80 | 8,145.00 | 24,000.00 | 34 |
| DEPRECIATION | 473,334.93 | 471,018.92 | 142,563.04 | 154,187.89 | 450,000.00 | 34 |
| MISCELLANEOUS | 25,218.80 | 14,620.31 | 1,136.20 | 812.71 | 5,000.00 | 16 |
| BAD DEBTS | 15,794.60 | 11,497.29 | | | 12,000.00 | |
| DUES & SUBSCRIPTIONS | 5,534.67 | 5,372.00 | 5,147.00 | 5,563.00 | 6,000.00 | 93 |
| LOAD MANAGEMENT/CONSERVATION | 36,772.20 | 35,279.23 | 14,456.35 | 30,924.03 | 51,000.00 | 61 |
| TOTAL ADMINISTRATION | 920,245.01 | 921,152.09 | 299,798.63 | 306,350.82 | 905,700.00 | 34 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|--------------------------------|------------------|------------------|-------------------------------------|--------------|-------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| POWER PRODUCTION | | | | | | |
| GAS & OIL | 6,005.00 | 24,316.40 | | 24,393.00 | 20,000.00 | 122 |
| OPERATING SUPPLIES | 1,748.78 | 1,093.60 | 176.14 | 218.30 | 2,000.00 | 11 |
| EQUIPMENT REPAIR & MAINTENANCE | 44,033.47 | 34,831.97 | 11,612.61 | 18,965.02 | 36,000.00 | 53 |
| BUILDING REPAIR & MAINT | 505.04 | 4,094.51 | 159.75 | 192.72 | 2,000.00 | 10 |
| CONTRACTED SERVICES | 1,918.00 | 8,620.35 | 116.00 | 8,943.50 | 3,000.00 | 298 |
| UTILITIES | 32,493.92 | 34,742.22 | 17,598.40 | 13,472.32 | 35,000.00 | 38 |
| MISCELLANEOUS | 160.32 | 758.19 | 126.40 | 734.03 | 500.00 | 147 |
| TOTAL POWER PRODUCTION | 86,864.53 | 108,457.24 | 29,789.30 | 66,918.89 | 98,500.00 | 68 |
| DISTRIBUTION | | | | | | |
| GAS & OIL | 8,325.02 | 10,440.98 | 3,536.90 | 3,222.72 | 8,000.00 | 40 |
| OPERATING SUPPLIES | 22,927.13 | 9,314.28 | 3,085.03 | 7,685.65 | 12,000.00 | 64 |
| EQUIPMENT REPAIRS & MAINT | 9,658.64 | 17,015.82 | 10,695.54 | 6,914.40 | 20,400.00 | 34 |
| MAINTAIN SYSTEM | 41,409.46 | 41,178.90 | 320.69 | 3,378.50 | 30,000.00 | 11 |
| MAINTAIN STREET LIGHTS | 29,808.06 | 40,703.15 | 3,650.05 | 985.40 | 15,000.00 | 7 |
| BUILDING REPAIR & MAINTENANCE | 8,952.08 | 4,291.59 | 619.28 | 687.82 | 5,000.00 | 14 |
| PURCHASED POWER | 1,589,950.48 | 1,587,071.12 | 544,936.61 | 507,711.52 | 1,613,000.00 | 31 |
| WHEELING | 303,747.73 | 286,004.81 | 90,354.08 | 97,250.16 | 285,000.00 | 34 |
| BACKUP POWER AGREEMENT COSTS | 303,094.70 | 264,728.10 | 76,919.10 | 65,328.99 | 240,000.00 | 27 |
| MISSOURI RIVER CONTRACT | 514,295.53 | 512,798.98 | 159,290.07 | 146,576.80 | 520,000.00 | 28 |
| TELEPHONE | 1,247.15 | 1,070.80 | 233.01 | 456.22 | 1,300.00 | 35 |
| TRAVEL EXPENSE | 647.93 | 317.50 | 27.88 | 490.92 | 500.00 | 98 |
| TRAINING | 648.34 | 831.29 | 618.75 | 1,433.00 | 1,000.00 | 143 |
| ELECTRIC UTILITIES | 13,643.58 | 14,749.71 | 7,750.68 | 6,386.87 | 14,000.00 | 46 |
| HEAT | 2,493.08 | 2,277.12 | 2,168.96 | 1,200.24 | 3,000.00 | 40 |
| MISCELLANEOUS | 342.72 | | | | 500.00 | |
| TOTAL DISTRIBUTION | 2,851,191.63 | 2,792,794.15 | 904,206.63 | 849,709.21 | 2,768,700.00 | 31 |
| GRAND TOTAL EXPENSES | 3,858,301.17 | 3,822,403.48 | 1,233,794.56 | 1,222,978.92 | 3,772,900.00 | 32 |
| OPERATING PROFIT/(LOSS) | 412,505.32 | 445,133.61 | 152,715.71 | 130,835.99 | 510,635.00 | 26 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|-----------------------------------|---------------------|---------------------|-------------------------------------|---------------------|---------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| OTHER INCOME & EXPENSE | | | | | | |
| INTEREST INCOME | 75,786.12 | 90,395.99 | 26,682.70 | 20,282.07 | 80,000.00 | 25 |
| UNREALIZED GAIN (LOSS) ON INVS | (7,852.26) | (17,435.53) | | | | |
| INTEREST EXPENSE | (304,030.79) | (293,147.97) | 15,571.54 | 14,641.85 | (281,000.00) | (5) |
| GAIN/LOSS ON DISPOSAL/ASSET | 7,161.32 | | | | | |
| SALE OF PROPERTY | | | | | | |
| PRIOR PERIOD ADJUSTMENT | | | | | | |
| NET INCOME/(LOSS) | <u>183,569.71</u> | <u>224,946.10</u> | <u>194,969.95</u> | <u>165,759.91</u> | <u>309,635.00</u> | 54 |
| *** SALE OF SERVICE BREAKDOWN *** | | | | | | |
| RESIDENTIAL LIGHTING | 1,334,799.16 | 1,343,963.84 | 452,802.36 | 415,374.72 | 1,400,000.00 | 30 |
| INTERRUPTIBLE SERVICE | 86,553.63 | 84,802.30 | 54,566.36 | 39,505.78 | 90,000.00 | 44 |
| MUNICIPAL SERVICE | 223,413.35 | 230,128.54 | 98,425.39 | 79,593.24 | 235,000.00 | 34 |
| COMMERCIAL LIGHTING | 368,610.67 | 351,723.68 | 130,097.36 | 124,287.09 | 360,000.00 | 35 |
| INDUSTRIAL SERVICE | 1,130,207.00 | 1,169,106.14 | 358,600.14 | 379,865.62 | 1,180,000.00 | 32 |
| STREET LIGHTING & SECURITY LIGHTS | 94,032.59 | 89,270.23 | 31,125.78 | 29,722.08 | 96,000.00 | 31 |
| TOTAL SALES OF SERVICE | <u>3,237,616.40</u> | <u>3,268,994.73</u> | <u>1,125,617.39</u> | <u>1,068,348.53</u> | <u>3,361,000.00</u> | 32 |

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| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|---------------------------------|------------------|------------------|-------------------------------------|-------------|-------------------|---------|
| | ----- | ----- | ----- | ----- | ----- | ----- |
| *** LIQUOR FUND *** | | | | | | |
| REVENUES | | | | | | |
| SALES | 989,214.11 | 986,760.86 | 270,211.89 | 313,799.99 | 999,000.00 | 31 |
| COST OF SALES | 664,809.65 | 665,036.81 | 181,326.81 | 202,911.36 | 675,010.00 | 30 |
| GROSS PROFIT | 324,404.46 | 321,724.05 | 88,885.08 | 110,888.63 | 323,990.00 | 34 |
| RENTAL INCOME | 3,000.00 | 14,961.80 | 2,674.40 | 5,582.60 | 14,400.00 | 39 |
| MACHINE COMMISSIONS | 1,135.00 | 1,123.16 | 337.08 | 509.41 | 1,000.00 | 51 |
| MISCELLANEOUS INCOME | 700.25 | 424.73 | 127.23 | 770.00 | 1,000.00 | 77 |
| TOTAL GROSS PROFIT | 329,239.71 | 338,233.74 | 92,023.79 | 117,750.64 | 340,390.00 | 35 |
| EXPENDITURES | | | | | | |
| SALARIES | 130,448.25 | 125,223.55 | 37,918.99 | 39,503.48 | 107,200.00 | 37 |
| FRINGE BENEFITS | 51,349.36 | 43,626.19 | 14,896.77 | 12,074.80 | 38,725.00 | 31 |
| OFFICE SUPPLIES | 628.67 | 886.66 | 182.72 | 101.33 | 700.00 | 14 |
| OPERATING SUPPLIES | 6,310.37 | 5,775.67 | 1,536.90 | 1,975.75 | 6,000.00 | 33 |
| BUILDING MAINTENANCE & SUPPLIES | 12,774.52 | 7,794.09 | 1,625.88 | 5,059.26 | 9,000.00 | 56 |
| MANAGEMENT FEES | 23,195.00 | 23,658.00 | 7,886.00 | 8,043.60 | 24,130.00 | 33 |
| CONTRACTED SERVICES - CLEANING | 9,249.15 | 9,300.00 | 3,100.00 | 3,100.00 | 9,000.00 | 34 |
| TELEPHONE EXPENSE | 895.58 | 862.14 | 296.48 | 399.42 | 1,000.00 | 40 |
| TRAVEL EXPENSE | 413.00 | 345.00 | 345.00 | 397.48 | 600.00 | 66 |
| TRAINING & INSTRUCTION | 277.90 | 182.31 | 167.31 | | 800.00 | |
| FREIGHT ON LIQUOR | 3,698.85 | 3,626.85 | 1,237.75 | 1,196.00 | 4,000.00 | 30 |
| ADVERTISING | 15,800.02 | 17,198.03 | 5,624.32 | 5,922.57 | 18,000.00 | 33 |
| INSURANCE | 16,118.38 | 15,130.00 | 5,043.60 | 4,419.60 | 14,000.00 | 32 |
| UTILITIES | 13,899.86 | 13,417.04 | 3,834.94 | 4,381.64 | 14,000.00 | 31 |
| HEATING COST | 1,182.72 | 1,154.76 | 918.80 | 411.16 | 1,200.00 | 34 |
| DEPRECIATION | 23,577.48 | 10,147.32 | 3,382.44 | 3,382.44 | 8,840.00 | 38 |
| MISCELLANEOUS | 3,536.89 | 3,519.03 | 1,087.03 | 1,369.65 | 4,500.00 | 30 |
| CREDIT CARD DISCOUNT | 8,635.06 | 9,789.88 | 2,825.08 | 3,982.31 | 7,000.00 | 57 |
| BAD DEBTS | 195.48 | 940.98 | 240.47 | 227.19 | 200.00 | 114 |
| LAUNDRY EXPENSE | 1,112.63 | 1,021.53 | 356.92 | 447.82 | 1,200.00 | 37 |
| TOTAL EXPENDITURES | 323,299.17 | 293,599.03 | 92,507.40 | 96,395.50 | 270,095.00 | 36 |
| OPERATING PROFIT/(LOSS) | 5,940.54 | 44,634.71 | (483.61) | 21,355.14 | 70,295.00 | 30 |
| INTEREST INCOME | 305.29 | 150.69 | 34.31 | 57.87 | 150.00 | 39 |
| GAIN/LOSS ON DISPOSAL/ASSET | | | | | | |
| NET INCOME/(LOSS) | 6,245.83 | 44,785.40 | (449.30) | 21,413.01 | 70,445.00 | 30 |
| | ===== | ===== | ===== | ===== | ===== | |

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CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 30Apr2012

PAGE # 19

| DESCRIPTION | 2010 YEAR END | 2011 YEAR END | 2011 YTD FOR SAME TIME PERIOD | 2012 YTD | ADOPTED BUDGET | PERCENT |
|-------------------------------|------------------|------------------|-------------------------------------|--------------|-------------------|---------|
| *** LIQUOR SALES ANALYSIS *** | | | | | | |
| OFF SALE LIQUOR & WINE SALES | 304,775.18 | 307,890.82 | 87,511.66 | 99,605.85 | 310,000.00 | 32 |
| COST OF SALES | (218,786.37) | (217,066.35) | (61,391.61) | (69,758.39) | (221,960.00) | 31 |
| GROSS PROFIT | 85,988.81 | 90,824.47 | 26,120.05 | 29,847.46 | 88,040.00 | 34 |
| OFF SALE BEER SALES | 516,225.40 | 519,870.68 | 137,646.40 | 147,411.42 | 525,000.00 | 28 |
| COST OF SALES | (386,621.21) | (390,175.51) | (104,033.28) | (109,785.16) | (393,750.00) | 28 |
| GROSS PROFIT | 129,604.19 | 129,695.17 | 33,613.12 | 37,626.26 | 131,250.00 | 29 |
| ON SALE LIQUOR & WINE SALES | 40,674.68 | 40,776.23 | 12,082.06 | 20,196.38 | 45,000.00 | 45 |
| COST OF SALES | (5,970.21) | (5,866.98) | (1,826.27) | (2,910.84) | (6,300.00) | 46 |
| GROSS PROFIT | 34,704.47 | 34,909.25 | 10,255.79 | 17,285.54 | 38,700.00 | 45 |
| ON SALE BEER SALES | 85,857.81 | 75,758.36 | 22,278.64 | 33,346.51 | 75,000.00 | 44 |
| COST OF SALES | (22,991.96) | (21,173.10) | (6,146.31) | (8,596.55) | (21,000.00) | 41 |
| GROSS PROFIT | 62,865.85 | 54,585.26 | 16,132.33 | 24,749.96 | 54,000.00 | 46 |
| MISCELLANEOUS SALES | 41,681.04 | 42,464.77 | 10,693.13 | 13,239.83 | 44,000.00 | 30 |
| COST OF SALES | (30,439.90) | (30,754.87) | (7,929.34) | (11,860.42) | (32,000.00) | 37 |
| GROSS PROFIT | 11,241.14 | 11,709.90 | 2,763.79 | 1,379.41 | 12,000.00 | 11 |
| TOTAL SALES | 989,214.11 | 986,760.86 | 270,211.89 | 313,799.99 | 999,000.00 | 31 |
| TOTAL COST OF SALES | (664,809.65) | (665,036.81) | (181,326.81) | (202,911.36) | (675,010.00) | 30 |
| TOTAL GROSS PROFIT | 324,404.46 | 321,724.05 | 88,885.08 | 110,888.63 | 323,990.00 | 34 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|---|--|--|---|--------------------------------|
| 101.41110.331 2)MAYOR & COUNCIL | 1)GENERAL FUND 3)TRAVEL EXPENSE TRVL WINONA MYR CONF | 306.36 | KITTELSON/PAUL | D-04302012-150 | 282 |
| 101.41110.350 2)MAYOR & COUNCIL | 1)GENERAL FUND 3)PRINTING & PUBLISHING PUB HEARING, BD OF REVIE | 225.54 | MONITOR & NEWS | D-04302012-150 | 473 |
| 101.41300.125 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)CAFETERIA PLAN EXPENSES MAY ADMIN | 100.00 | TASC | D-04302012-150 | 433 |
| 101.41300.201 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)OFFICE SUPPLIES AZALEA OFFICE PROF WK SHREDDING SERVICE STAPLER TONER ENVELOPES BATTERY VOID | 32.01 83.34 394.72 7.48 0.00 | THE FLOWER BASKET SHRED-IT USA-SIOUX FALLS BACKSTREET PRINTING ZOSEL'S TRUE VALUE GENERAL FUND | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 042491 M-04302012-151 | 262 345 369 404 74 |
| 101.41300.202 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)DUPLICATING & COPYING COPIER MAINT COPIER PAYMENT | 61.27 193.44 | COPIER BUSINESS SOLUTION TOSHIBA FINANCIAL SERVIC | D-04302012-150 D-04302012-150 | 69 195 |
| 101.41300.203 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)POSTAGE REV TRAK MAILING 2 ROLLS STAMPS | 3.65 90.00 | INCIDENTAL FUND POST OFFICE | D-04302012-150 042480 M-04302012-151 | 329 29 |
| 101.41300.209 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)GAS & OIL GAS | 285.01 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 83 |
| 101.41300.221 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)EQUIPMENT REPAIR PARTS TRL BLZR REPAIR CAR WASH | 1,240.30 6.00 | TOM'S SERVICE, INC GLACIAL PLAINS COOPERATI | D-04302012-150 D-04302012-150 | 261 441 |
| 101.41300.309 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)CONTRACTED SERVICES COMP TIME/DATA ENTRY | 1,000.00 | ELECTRIC FUND | D-04302012-150 | 21 |
| 101.41300.310 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)CONTRACTED SERVICES SPAM FILTERING TECH SUPPORT & SVC | 36.00 582.50 | MINN OFFICE OF ENTERPRIS SWIFT COUNTY | D-04302012-150 D-04302012-150 | 92 268 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|--|---|--|---|--------------------------------------|
| 101.41300.315 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)CONSULTING SERVICES LEGAL SVC FRCHS RENEWAL | 56.00 | MOSS & BARNETT | D-04302012-150 | 220 |
| 101.41300.321 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)TELEPHONE LONG DISTANCE CHARGES MONTHLY PRI CHARGE CELL PHONE-ADMIN | 132.53 429.45 109.89 | CENTURYLINK CENTURYLINK VERIZON | D-04302012-150 D-04302012-150 042492 M-04302012-151 | 80 188 1 |
| 101.41300.331 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)TRAVEL EXPENSE PLANNING COMM MEALS CONFERENCE MEALS HOTEL-CLERKS CONF | 44.89 45.67 560.75 | INCIDENTAL FUND ALSAKER/VALERIE ALSAKER/VALERIE | D-04302012-150 D-04302012-150 D-04302012-150 | 328 438 439 |
| 101.41300.332 2)ADMINISTRATION & FINANCE | 1)GENERAL FUND 3)TRAINING & INSTRUCTION HEARING TESTS DRUG TESTING POOL | 46.13 31.00 | AFFILIATED MED CENTERS MINN MUNICIPAL UTILITIES | D-04302012-150 042490 M-04302012-151 | 251 50 |
| 101.41410.201 2)ELECTIONS | 1)GENERAL FUND 3)OFFICE SUPPLIES ROLLS FOR ELECTION DAY COOKIES SPCL ELCTN SNT DTRCT 20 SPECIAL ELECTION | 18.00 16.20 28.50 27.74 | BENSON BAKERY DOMAT'S FAMILY FOODS MONITOR & NEWS MONITOR & NEWS | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 241 316 351 474 |
| 101.41550.310 2)ASSESSING | 1)GENERAL FUND 3)CONTRACTED SERVICES-ASSESSNG 2012 ASSESSING CITY PARC | 17,380.00 | SWIFT COUNTY AUDITOR | D-04302012-150 | 304 |
| 101.41610.201 2)CITY ATTORNEY | 1)GENERAL FUND 3)OFFICE SUPPLIES FILE DEEDS,DEED TAX | 153.05 | WILCOX LAW OFFICE, P.A. | D-04302012-150 | 58 |
| 101.41610.304 2)CITY ATTORNEY | 1)GENERAL FUND 3)CITY ATTORNEY CONTRACT CITY ATTORNEY CONTRACT ATTORNEY FEES | 500.00 957.00 | WILCOX LAW OFFICE, P.A. WILCOX LAW OFFICE, P.A. | D-04302012-150 D-04302012-150 | 5 56 |
| 101.41940.235 2)CITY HALL | 1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL MATS GARBAGE SERVICE HAND TOWELS & TP SOLID WASTE ASSESSMENT MATS GARBAGE SERVICE | 24.97 35.03 120.47 35.00 24.97 39.27 | BENSON LAUNDRY-MAT HOUSE MATTHEISEN DISPOSAL, INC WEST CENTRAL SALES SWIFT COUNTY TREASURER BENSON LAUNDRY-MAT HOUSE MATTHEISEN DISPOSAL, INC | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 042483 M-04302012-151 | 60 165 256 420 431 32 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|--------------------------------------|--|--|--|--|---|
| 101.41940.310 2)CITY HALL | 1)GENERAL FUND 3)CONTRACTED SERV - CLEANING CLEAN CITY HALL | 278.00 | SWIFT COUNTY DAC | D-04302012-150 | 318 |
| 101.41940.381 2)CITY HALL | 1)GENERAL FUND 3)UTILITIES UTILITIES | 566.20 | MUNICIPAL UTILITIES | D-04302012-150 | 93 |
| 101.41940.383 2)CITY HALL | 1)GENERAL FUND 3)HEATING COST UTILITIES NATURAL GAS | 187.20 21.03 | MUNICIPAL UTILITIES CENTER POINT ENERGY | D-04302012-150 D-04302012-150 | 94 159 |
| 101.42100.201 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)OFFICE SUPPLIES COPIER MAINT COPIER PAYMENT HAND SANITIZER CD,DVD,TAPE FILES FOLDERS W/FASTENER UPS SHIPPING CHG USB CARD READER | 40.64 168.86 7.43 120.73 30.11 12.85 28.98 | COPIER BUSINESS SOLUTION TOSHIBA FINANCIAL SERVIC CLARK'S REXALL DRUG STOR NORTHERN BUSINESS PRODUC NORTHERN BUSINESS PRODUC GROSSMAN, DEPUTY REGISTR CDW GOVERNMENT | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 70 186 237 272 273 286 435 |
| 101.42100.209 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)GAS & OIL GAS | 1,693.53 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 84 |
| 101.42100.210 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)OPERATING SUPPLIES ROLLS @ PARKVIEW POLICE CAR WASHES BADGE -BENSON SWAT - PMAG.MAGAZINE TIRE CLEANER EXTENDED DIG PWR MAG ANTENNA, 1/4 WAVE TOWELS, BATTERY , KEY GUN REPAIR | 9.00 133.07 130.10 105.23 9.50 91.46 18.17 53.34 15.00 | BENSON BAKERY BP FOOD SHOP OF BENSON NATIONAL IMPRINT CORPORA STREICHER'S AUTO VALU BENSON UNIFORMS UNLIMITED WEST CENTRAL COMMUNICATI RUNNINGS FARM & FLEET BANKCARD CENTER | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 240 243 271 301 323 336 362 384 491 |
| 101.42100.211 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)FORFEITURE EXPENDITURES LAW ENFORCEMENT EQUIP MINI DV CAMCORDER TACTICAL HEADSET | 434.54 409.99 595.00 | MINCO TECHNOLOGY CENTER UNIFORMS UNLIMITED STEVENS COUNTY SHERIFFS | D-04302012-150 D-04302012-150 D-04302012-150 | 218 337 344 |
| 101.42100.213 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)UNIFORM ALLOWANCE BURTON MAG KNIFE BURTON T SHIRTS BURTON PRODUCT RETURN BURTON PANTS-SHIRTS | 94.02 49.98 49.98CR 69.99 | STREICHER'S STREICHER'S STREICHER'S STREICHER'S | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 297 298 299 300 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|--------------------------------------|--|---|---|---|--------------------------------------|
| 101.42100.213 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)UNIFORM ALLOWANCE GUN ACCESSORY | 24.57 | BANKCARD CENTER | D-04302012-150 | 492 |
| 101.42100.219 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)INVESTIGATIONS PROSECUTION SRVC-APRIL | 850.00 | SWIFT COUNTY ATTORNEY | D-04302012-150 | 412 |
| 101.42100.223 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)EQUIPMENT REPAIRS CONTRACTED LABOR, PARTS | 1,394.80 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 442 |
| 101.42100.321 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)TELEPHONE MONTHLY PRI CHARGE LOCAL SERVICE-POLICE CELL PHONE ALLOWANCE CELL PHONE STIPEND CELL PHONE-POLICE AIR CARDS-POLICE | 100.00 59.11 40.00 40.00 105.48 130.10 | CENTURYLINK CENTURYLINK BADOWICH/BENJAMIN PUCKETT/JOSIAH VERIZON VERIZON | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 042493 M-04302012-151 | 189 197 245 270 472 2 |
| 101.42100.331 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)TRAVEL EXPENSE MEALS | 25.39 | BANKCARD CENTER | D-04302012-150 | 493 |
| 101.42100.411 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)RENT GARAGE RENT | 100.00 | ELECTRIC FUND | D-04302012-150 | 29 |
| 101.42100.433 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)DUES & SUBSCRIPTIONS ANNUAL PAPER SUBSCRIPTIO | 35.00 | MONITOR & NEWS | D-04302012-150 | 343 |
| 101.42100.439 2)POLICE DEPARTMENT | 1)GENERAL FUND 3)DOG POUND EXPENSES POUND BOARDING | 160.00 | H & H VETERINARY SERVICE | D-04302012-150 | 283 |
| 101.42200.201 2)FIRE DEPARTMENT | 1)GENERAL FUND 3)OFFICE SUPPLIES 2 WHITE BOARDS & MARKERS | 238.17 | BACKSTREET PRINTING | D-04302012-150 | 370 |
| 101.42200.209 2)FIRE DEPARTMENT | 1)GENERAL FUND 3)GAS & OIL GAS | 775.77 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 85 |
| 101.42200.210 2)FIRE DEPARTMENT | 1)GENERAL FUND 3)OPERATING SUPPLIES TRUCK WASH | 7.47 | RUNNINGS FARM & FLEET | D-04302012-150 | 381 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---------------------------|---------------------------------|----------|--------------------------|------------------------|-------|
| 101.42200.223 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) EQUIPMENT REPAIR CONTRACTUAL | | | | |
| | SIREN TESTING | 230.00 | PETE'S COMMUNICATIONS, I | D-04302012-150 | 269 |
| | PTS/LBR RPR 92 SAPRTAN | 2,100.73 | JIMS DIESEL SERVICE | D-04302012-150 | 363 |
| 101.42200.224 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) RADIO REPAIRS CONTRACTED | | | | |
| | FACTORY REPAIR | 105.00 | WEST CENTRAL COMMUNICATI | D-04302012-150 | 436 |
| 101.42200.235 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) BUILDING MAINTENANCE & SUPPL | | | | |
| | GARBAGE SERVICE | 35.60 | MATTHEISEN DISPOSAL, INC | D-04302012-150 | 166 |
| | SIREN BATT CHARGER | 38.34 | BANKCARD CENTER | D-04302012-150 | 479 |
| | GARBAGE SERVICE | 30.19 | MATTHEISEN DISPOSAL, INC | 042483 M-04302012-151 | 33 |
| 101.42200.310 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) CONTRACTED SERVICES | | | | |
| | CLEAN FIRE HALL | 51.45 | SWIFT COUNTY DAC | D-04302012-150 | 320 |
| 101.42200.321 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) TELEPHONE | | | | |
| | CELL PHONE-FIRE | 14.65 | VERIZON | 042489 M-04302012-151 | 48 |
| 101.42200.332 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) TRAINING & INSTRUCTION | | | | |
| | LAKE REGION MEAL/TRNG | 210.00 | BENSON FIREMAN'S LODGE | D-04302012-150 | 364 |
| 101.42200.381 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) UTILITIES | | | | |
| | UTILITIES | 360.70 | MUNICIPAL UTILITIES | D-04302012-150 | 95 |
| 101.42200.383 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) HEATING COST | | | | |
| | NATURAL GAS | 53.22 | CENTER POINT ENERGY | D-04302012-150 | 160 |
| 101.42200.418 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) FIRE SERVICE FEE | | | | |
| | FIRE SERVICE | 833.33 | WATER FUND | D-04302012-150 | 24 |
| 101.42200.433 | 1) GENERAL FUND | | | | |
| 2) FIRE DEPARTMENT | 3) DUES & SUBSCRIPTIONS | | | | |
| | 2012 - 2013 DUES | 35.00 | SWIFT COUNTY FIRE CHIEFS | D-04302012-150 | 365 |
| 101.42600.321 | 1) GENERAL FUND | | | | |
| 2) ENGINEERING DEPARTMENT | 3) TELEPHONE | | | | |
| | CELL PHONE-M JACOBSON | 62.07 | VERIZON | 042492 M-04302012-151 | 6 |
| 101.42600.331 | 1) GENERAL FUND | | | | |
| 2) ENGINEERING DEPARTMENT | 3) TRAVEL EXPENSE | | | | |
| | MILEAGE TO MORRIS | 231.99 | JACOBSON/MIKE | D-04302012-150 | 407 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---------------------------|---------------------------|----------|--------------------------|------------------------|-------|
| 101.43100.201 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)OFFICE SUPPLIES | | | | |
| | UPS SHIPPING CHG | 16.00 | GROSSMAN, DEPUTY REGISTR | D-04302012-150 | 285 |
| | UPS CHIPPING CHG | 16.00 | GROSSMAN, DEPUTY REGISTR | D-04302012-150 | 287 |
| 101.43100.209 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)GAS & OIL | | | | |
| | GAS | 1,528.06 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 87 |
| | VEHICLE 12 GAS | 23.00 | OLSON/RUSSELL | D-04302012-150 | 310 |
| 101.43100.210 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)OPERATING SUPPLIES | | | | |
| | JEANS ALLOWANCE | 94.96 | DIETER/LEONARD | D-04302012-150 | 207 |
| | SAFETY GEAR | 59.21 | NORTHERN SAFETY CO.INC. | D-04302012-150 | 212 |
| | SAFETY GLASSES | 95.76 | CALIFORNIA CONTRACTOR SU | D-04302012-150 | 238 |
| | BOOT ALLOWANCE | 100.00 | BAYSINGER/RICHARD | D-04302012-150 | 246 |
| | FLAGS & MARKING PAINT | 23.82 | A.F. BUILDING MATERIALS | D-04302012-150 | 248 |
| | OIL DRY AND OIL | 167.20 | NORTHSIDE AUTO | D-04302012-150 | 277 |
| | CLEANER, PLATES | 18.24 | DOMAT'S FAMILY FOODS | D-04302012-150 | 317 |
| | ECON DIAMOND BLADE | 163.69 | THOMAS TOOL AND SUPPLY | D-04302012-150 | 340 |
| | WELDING GAS | 89.40 | AMERICAN WELDING-WILLMAR | D-04302012-150 | 352 |
| | GLIMSDAL BOOT ALLOW | 99.99 | RUNNINGS FARM & FLEET | D-04302012-150 | 380 |
| | HAMMER, HOSE | 54.22 | RUNNINGS FARM & FLEET | D-04302012-150 | 386 |
| | GRASS SEED | 216.00 | TWIN CITY SEED CO. | D-04302012-150 | 391 |
| | BLEACH, BATTERIES | 30.49 | ZOSEL'S TRUE VALUE | D-04302012-150 | 402 |
| | DISPOSAL FROM BURN SITE | 86.00 | SWIFT CO ENVIRONMENTAL S | D-04302012-150 | 448 |
| | MESH T-SHIRTS | 259.78 | CORPORATE CONNECTION | D-04302012-150 | 470 |
| | RENTAL & POST MOUNT | 132.93 | BANKCARD CENTER | D-04302012-150 | 480 |
| 101.43100.212 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)STREET MARKINGS & SIGNS | | | | |
| | BAND-IT STRAPS | 217.73 | M-R SIGN CO., INC. | D-04302012-150 | 215 |
| | STREET SIGNS | 4,256.46 | M-R SIGN CO., INC. | D-04302012-150 | 216 |
| 101.43100.215 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)SHOP SUPPLIES | | | | |
| | HEX BIT | 3.35 | AUTO VALU BENSON | D-04302012-150 | 326 |
| | 6"MILL BAST FILE | 6.94 | ZOSEL'S TRUE VALUE | D-04302012-150 | 400 |
| 101.43100.221 | 1)GENERAL FUND | | | | |
| 2)HIGHWAY STREETS & ROADS | 3)EQUIPMENT REPAIR PARTS | | | | |
| | FAN ASSEMBLY | 398.70 | MAC QUEEN EQUIPMENT, INC | D-04302012-150 | 223 |
| | 24X24 12GA 2 PCS | 49.70 | LORENZ MFG. | D-04302012-150 | 224 |
| | FILTER/BEARING | 242.17 | NORTHSIDE AUTO | D-04302012-150 | 274 |
| | YOKE RETURNED | 436.08CR | POWERPLAN | D-04302012-150 | 307 |
| | JOINTS, FILTERS & CLAMPS | 1,554.85 | POWERPLAN | D-04302012-150 | 308 |
| | SEALS, RINGS | 202.38 | POWERPLAN | D-04302012-150 | 309 |
| | BEARING, SPARK PLUG | 11.79 | AUTO VALU BENSON | D-04302012-150 | 322 |
| | FILTER | 23.49 | RUNNINGS FARM & FLEET | D-04302012-150 | 388 |
| | HYGARD, HYDRAULIC OIL | 146.78 | JOHN DEERE FINANCIAL | 042486 M-04302012-151 | 44 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|--|---|-------------------------|--|---|-------------------|
| 101.43100.222 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)TIRES TIRES | 7,007.50 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 445 |
| 101.43100.223 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)EQUIPMENT REPAIRS CONTRACTED PARTS/LBR REBLD DZR CLDR SKID LOADER REPAIR | 277.14 43.15 | STOEN'S HYDROSTATIC SERV JOHN DEERE FINANCIAL | 042486 D-04302012-150 M-04302012-151 | 347 45 |
| 101.43100.226 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)MAINTAIN SYS-GRAVEL CRUSHING CRUSHING BIDS | 98.00 | SGC HORIZON LLC | D-04302012-150 | 476 |
| 101.43100.235 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL GARBAGE SERVICE SOLID WASTE ASSESSMENT GARBAGE SERVICE | 65.92 35.00 38.10 | MATTHEISEN DISPOSAL, INC SWIFT COUNTY TREASURER MATTHEISEN DISPOSAL, INC | 042483 D-04302012-150 D-04302012-150 M-04302012-151 | 167 421 34 |
| 101.43100.240 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)SMALL TOOLS & EQUIPMENT PICKLE FORK KIT JACK, OIL | 51.16 88.68 | AUTO VALU BENSON RUNNINGS FARM & FLEET | D-04302012-150 D-04302012-150 | 325 387 |
| 101.43100.321 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)TELEPHONE MONTHLY CELL PHONE ALLOW MONTHLY CELL PHONE ALLOW MONTHLY CELL PHONE ALLOW | 25.00 25.00 25.00 | ASCHEMAN/WADE OLSON/RUSSELL HOFFMAN/MIKE | D-04302012-150 D-04302012-150 D-04302012-150 | 200 201 202 |
| 101.43100.332 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)TRAINING & INSTRUCTION HEARING TESTS DRUG TESTING POOL | 322.85 248.00 | AFFILIATED MED CENTERS MINN MUNICIPAL UTILITIES | 042490 D-04302012-150 M-04302012-151 | 252 51 |
| 101.43100.381 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)UTILITIES UTILITIES | 243.40 | MUNICIPAL UTILITIES | D-04302012-150 | 96 |
| 101.43100.383 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)HEATING COST NATURAL GAS | 32.00 | CENTER POINT ENERGY | D-04302012-150 | 161 |
| 101.43100.386 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)STREET LIGHTING UTILITIES UTILITIES | 5,018.11 | MUNICIPAL UTILITIES | D-04302012-150 | 97 |
| 101.43100.438 2)HIGHWAY STREETS & ROADS | 1)GENERAL FUND 3)LAUNDRY MATS & TOWELS MATS & TOWELS | 28.97 34.94 | BENSON LAUNDRY-MAT HOUSE BENSON LAUNDRY-MAT HOUSE | D-04302012-150 D-04302012-150 | 62 429 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|--|--|--|---|---|
| 101.45121.235 2)ORGANIZED RECREATION | 1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL FLUOR LAMP-SR CENTER | 41.36 | BORDER STATES ELECTRIC S | D-04302012-150 | 461 |
| 101.45121.310 2)ORGANIZED RECREATION | 1)GENERAL FUND 3)SENIOR CITIZEN PROGRAM MONTHLY CONTRIBUTION RENT M&B FIREARM TRNG | 600.00 50.00 | SENIOR ADVOCACY CORPORAT SENIOR ADVOCACY CORPORAT | D-04302012-150 D-04302012-150 | 28 302 |
| 101.45124.201 2)SWIMMING POOL | 1)GENERAL FUND 3)OFFICE SUPPLIES POOL PASS CARD STOCK | 12.82 | BACKSTREET PRINTING | D-04302012-150 | 371 |
| 101.45124.210 2)SWIMMING POOL | 1)GENERAL FUND 3)OPERATING SUPPLIES INDOOR/OUTDOOR CLOCK POOL PLAN MAILING GRASS SEED STORAGE BOX 50% DEPOSIT ON LIFT VOID CHECK POOL PLAN REVIEW CELL PHONE-SWIMMING | 22.60 14.95 41.65 5.87 2,832.19 0.00 200.00 26.02 | USA BLUE BOOK INCIDENTAL FUND RUNNINGS FARM & FLEET ZOSEL'S TRUE VALUE SIGNATURE AQUATICS LLC MN DEPT OF HEALTH MN DEPT OF HEALTH VERIZON | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 042481 M-04302012-151 042482 M-04302012-151 042489 M-04302012-151 | 257 330 382 403 467 30 31 49 |
| 101.45124.235 2)SWIMMING POOL | 1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL PAINT AND PRIMER | 73.67 | RUNNINGS FARM & FLEET | D-04302012-150 | 383 |
| 101.45124.236 2)SWIMMING POOL | 1)GENERAL FUND 3)BUILDING REPAIRS CONTRACTED POOL ENGINEERING | 72.00 | STANTEC CONSULTING SERVI | D-04302012-150 | 348 |
| 101.45124.321 2)SWIMMING POOL | 1)GENERAL FUND 3)TELEPHONE LOCAL SERVICE | 39.83 | CENTURYLINK | D-04302012-150 | 178 |
| 101.45124.360 2)SWIMMING POOL | 1)GENERAL FUND 3)INSURANCE SCHWEBACH UNEMPLOYMENT | 119.46 | DEPT OF EMPLOYMENT & ECO | D-04302012-150 | 219 |
| 101.45124.381 2)SWIMMING POOL | 1)GENERAL FUND 3)UTILITIES UTILITIES | 73.70 | MUNICIPAL UTILITIES | D-04302012-150 | 98 |
| 101.45181.235 2)ARMORY | 1)GENERAL FUND 3)BUILDING MAINTENANCE & SUPPL SPRING/FALL LAWN CARE | 128.25 | TOTAL LAWN CARE, INC | 042484 M-04302012-151 | 39 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK | DATA-JE-ID | LINE# |
|----------------------------|--|---|--|-------------|--|--|
| 101.45181.310 2) ARMORY | 1) GENERAL FUND 3) CONTRACTED SERVICES CLEAN ARMORY | 14.70 | SWIFT COUNTY DAC | | D-04302012-150 | 319 |
| 101.45181.321 2) ARMORY | 1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE | 41.97 | CENTURYLINK | | D-04302012-150 | 179 |
| 101.45181.381 2) ARMORY | 1) GENERAL FUND 3) UTILITIES UTILITIES | 169.32 | MUNICIPAL UTILITIES | | D-04302012-150 | 99 |
| 101.45181.383 2) ARMORY | 1) GENERAL FUND 3) HEATING COST NATURAL GAS | 244.08 | CENTER POINT ENERGY | | D-04302012-150 | 163 |
| 101.45200.206 2) PARKS | 1) GENERAL FUND 3) MOSQUITO SPRAY & SUPPLIES MOSQUITO SPRAY ALTOSID BRIQUETS | 5,985.00 712.43 | UNIVAR UNIVAR | | D-04302012-150 D-04302012-150 | 334 335 |
| 101.45200.209 2) PARKS | 1) GENERAL FUND 3) GAS & OIL GAS | 746.64 | GLACIAL PLAINS COOPERATI | | D-04302012-150 | 88 |
| 101.45200.210 2) PARKS | 1) GENERAL FUND 3) OPERATING SUPPLIES GARBAGE SERVICE SAFETY GEAR WOOD STAIN EARLY AMERICA JB WELD AMBUSH PARK BROCHURES CLEANER, TAPE MEASURE GRASS SEED 16GA WIRE PAINT, GAS CAN MESH T-SHIRTS GARBAGE SERVICE | 246.79 140.83 7.04 7.48 75.88 82.18 108.00 6.94 92.95 245.31 194.30 | MATTHEISEN DISPOSAL, INC NORTHERN SAFETY CO.INC. A.F. BUILDING MATERIALS NORTHSIDE AUTO BACKSTREET PRINTING RUNNINGS FARM & FLEET TWIN CITY SEED CO. ZOSEL'S TRUE VALUE ZOSEL'S TRUE VALUE CORPORATE CONNECTION MATTHEISEN DISPOSAL, INC | | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 M-04302012-151 | 168 213 249 276 372 385 390 398 401 471 35 |
| 101.45200.221 2) PARKS | 1) GENERAL FUND 3) EQUIPMENT REPAIR PARTS CHAIN SAW MAINTENANCE CHAIN SAW MAINTENANCE WASHER FLUID AIR FILTER TIRES MOWER BLADES MOWER BLADE EXCHANGE HYGARD-LINE CREW | 51.51 16.38 2.86 69.59 491.88 173.52 8.59CR 75.97 | ERIC'S MOTORSPORTS ERIC'S MOTORSPORTS NORTHSIDE AUTO AUTO VALU BENSON GLACIAL PLAINS COOPERATI JOHN DEERE FINANCIAL JOHN DEERE FINANCIAL JOHN DEERE FINANCIAL | | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 M-04302012-151 M-04302012-151 M-04302012-151 | 231 232 275 324 446 42 43 46 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|-----------------------------|--|--------|--------------------------|------------------------|-------|
| 101.45200.223 2) PARKS | 1) GENERAL FUND 3) EQUIPMENT REPAIRS CONTRACTED LABOR, PATCHING | 47.99 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 443 |
| 101.45200.235 2) PARKS | 1) GENERAL FUND 3) BUILDING MAINTENANCE & SUPPL SOLID WASTE ASSESSMENT | 35.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 423 |
| | DOG PARK TAXES | 154.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 424 |
| | MATS & TOWELS | 25.25 | BENSON LAUNDRY-MAT HOUSE | D-04302012-150 | 430 |
| 101.45200.240 2) PARKS | 1) GENERAL FUND 3) SMALL TOOLS & EQUIPMENT TILE, PRONG | 38.25 | RUNNINGS FARM & FLEET | D-04302012-150 | 379 |
| | GAS CAN | 19.22 | ZOSEL'S TRUE VALUE | D-04302012-150 | 399 |
| 101.45200.310 2) PARKS | 1) GENERAL FUND 3) CONTRACTED SERVICES-MOWING MOWING | 349.30 | SWIFT COUNTY DAC | D-04302012-150 | 321 |
| 101.45200.311 2) PARKS | 1) GENERAL FUND 3) CONTRACTED SERVICE - OTHER RR PARKS LAWN CARE | 670.11 | TOTAL LAWN CARE, INC | 042484 M-04302012-151 | 38 |
| 101.45200.321 2) PARKS | 1) GENERAL FUND 3) TELEPHONE LOCAL SERVICE-NS REC | 29.43 | CENTURYLINK | D-04302012-150 | 181 |
| | MONTHLY CELL PHONE ALLOW | 25.00 | HOPP/DUANE | D-04302012-150 | 205 |
| 101.45200.331 2) PARKS | 1) GENERAL FUND 3) TRAVEL EXPENSE PARK BOARD MEETING | 63.39 | DAROLD'S SUPER VALUE | D-04302012-150 | 358 |
| 101.45200.332 2) PARKS | 1) GENERAL FUND 3) TRAINING & INSTRUCTION HEARING TESTS | 46.13 | AFFILIATED MED CENTERS | D-04302012-150 | 253 |
| | DRUG TESTING POOL | 31.00 | MINN MUNICIPAL UTILITIES | 042490 M-04302012-151 | 52 |
| 101.45200.381 2) PARKS | 1) GENERAL FUND 3) UTILITIES UTILITIES | 541.36 | MUNICIPAL UTILITIES | D-04302012-150 | 100 |
| 101.45200.412 2) PARKS | 1) GENERAL FUND 3) RENT GARAGE RENT | 150.00 | ELECTRIC FUND | D-04302012-150 | 22 |
| 101.46500.343 2) TOURISM | 1) GENERAL FUND 3) LODGING TAX EXPENDITURES TOURISM REIMBURSEMENT | 800.00 | CHAMBER OF COMMERCE | D-04302012-150 | 68 |
| | CEMETARY DOMAIN (WEB) | 255.00 | BACKSTREET MEDIA | D-04302012-150 | 244 |
| | TOURISM LUNCH | 30.72 | CHAMBER OF COMMERCE | D-04302012-150 | 361 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---------------------|---------------------------------|----------|--------------------------|------------------------|-------|
| 101.49010.210 | 1)GENERAL FUND | | | | |
| 2)CEMETERY | 3)OPERATING SUPPLIES | | | | |
| | LINDEN TREE | 76.42 | EDEN'S GREEN NURSERY | D-04302012-150 | 293 |
| | 2 24X72 BASES | 134.92 | BROWN-WILBERT INC. | D-04302012-150 | 353 |
| | CEMETERY BOARD MEETING | 35.22 | DAROLD'S SUPER VALUE | D-04302012-150 | 359 |
| | GRASS SEED | 119.76 | TWIN CITY SEED CO. | D-04302012-150 | 392 |
| 101.49200.430 | 1)GENERAL FUND | | | | |
| 2)UNALLOCATED | 3)MISCELLANEOUS | | | | |
| | CIVIC CENTER TAXES | 4,316.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 422 |
| | DITCH ASSESSMENTS | 1,697.89 | SWIFT COUNTY TREASURER | D-04302012-150 | 425 |
| 101.49300.731 | 1)GENERAL FUND | | | | |
| 2)TRANSFERS | 3)TRANSFER TO OTHER GOVERNMENTS | | | | |
| | MONTHLY RENT | 2,166.67 | BENSON CIVIC CENTER BOAR | D-04302012-150 | 175 |
| 101.49800.209 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)GAS & OIL | | | | |
| | GAS | 2,552.35 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 89 |
| 101.49800.222 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)TIRES | | | | |
| | TIRES | 776.26 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 447 |
| 101.49800.223 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)EQUIPMENT REPAIRS CONTRACTED | | | | |
| | LABOR, SHOP SUPPLIES | 13.00 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 444 |
| 101.49800.321 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)TELEPHONE | | | | |
| | LOCAL SERVICE-TRANSIT | 39.99 | CENTURYLINK | D-04302012-150 | 182 |
| 101.49800.331 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)TRAVEL EXPENSE | | | | |
| | SPRG TRNST CONF IN MKTO | 158.73 | WOLFINGTON/ROB | D-04302012-150 | 332 |
| | MEAL & LODGING | 212.77 | BANKCARD CENTER | D-04302012-150 | 481 |
| 101.49800.332 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)TRAINING & INSTRUCTION | | | | |
| | DRUG TESTING POOL | 124.00 | MINN MUNICIPAL UTILITIES | 042490 M-04302012-151 | 53 |
| 101.49800.412 | 1)GENERAL FUND | | | | |
| 2)PUBLIC TRANSIT | 3)RENT | | | | |
| | GARAGE RENT | 375.00 | ELECTRIC FUND | D-04302012-150 | 23 |
| 101.49810.210 | 1)GENERAL FUND | | | | |
| 2)AIRPORT | 3)OPERATING SUPPLIES | | | | |
| | JEDAIRE AVIATION FUEL CD | 7.54 | QT TECHNOLOGIES | D-04302012-150 | 208 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK | DATA-JE-ID | LINE# |
|---------------------|--------------------------------|----------|--------------------------|-------------|----------------|-------|
| 101.49810.235 | 1)GENERAL FUND | | | | | |
| 2)AIRPORT | 3)BUILDING MAINTENANCE & SUPPL | | | | | |
| | MATS | 14.37 | BENSON LAUNDRY-MAT HOUSE | | D-04302012-150 | 61 |
| | GARBAGE SERVICE | 4.68 | MATTHEISEN DISPOSAL, INC | | D-04302012-150 | 169 |
| | APRIL RENT | 20.84 | WEST ACRES WATER SYSTEMS | | D-04302012-150 | 333 |
| | WATER SERVICE | 23.46 | CULLIGAN SOFT WATER | | D-04302012-150 | 406 |
| | TAXES | 1,316.00 | SWIFT COUNTY TREASURER | | D-04302012-150 | 426 |
| | HANGER TAX | 24.00 | SWIFT COUNTY TREASURER | | D-04302012-150 | 477 |
| | GARBAGE SERVICE | 4.68 | MATTHEISEN DISPOSAL, INC | 042483 | M-04302012-151 | 36 |
| 101.49810.307 | 1)GENERAL FUND | | | | | |
| 2)AIRPORT | 3)MANAGEMENT FEES | | | | | |
| | AIRPORT MANAGER | 350.00 | LYNCH LAKE FLYING CLUB | | D-04302012-150 | 38 |
| 101.49810.310 | 1)GENERAL FUND | | | | | |
| 2)AIRPORT | 3)CONTRACTED SERVICES | | | | | |
| | AIRPORT SEPTIC PUMPING | 110.00 | SLAUGHTERS PLUMBING & SE | | D-04302012-150 | 346 |
| 101.49810.321 | 1)GENERAL FUND | | | | | |
| 2)AIRPORT | 3)TELEPHONE | | | | | |
| | LOCAL SERVICE-AIRPORT | 69.88 | CENTURYLINK | | D-04302012-150 | 183 |
| 101.49810.383 | 1)GENERAL FUND | | | | | |
| 2)AIRPORT | 3)HEATING COST | | | | | |
| | NATURAL GAS | 28.47 | CENTER POINT ENERGY | | D-04302012-150 | 164 |
| 211.45500.210 | 1)LIBRARY FUND | | | | | |
| 2)LIBRARY | 3)OPERATING SUPPLIES | | | | | |
| | WEBSITE HOST & SUPPLIES | 189.06 | BANKCARD CENTER | | D-04302012-150 | 482 |
| | SVC CONTR | 46.00 | BENNETT OFFICE TECHNOLOG | 042404 | M-04302012-151 | 73 |
| 211.45500.235 | 1)LIBRARY FUND | | | | | |
| 2)LIBRARY | 3)BUILDING MAINTENANCE & SUPPL | | | | | |
| | GARBAGE SERVICE | 31.82 | MATTHEISEN DISPOSAL, INC | | D-04302012-150 | 170 |
| | MULTI FOLD HAND TOWEL | 29.65 | WEST CENTRAL SALES | | D-04302012-150 | 255 |
| | MATS | 28.30 | BENSON LAUNDRY-MAT HOUSE | | D-04302012-150 | 354 |
| | MATS | 28.30 | BENSON LAUNDRY-MAT HOUSE | | D-04302012-150 | 355 |
| | SOLID WASTE ASSESSMENT | 35.00 | SWIFT COUNTY TREASURER | | D-04302012-150 | 427 |
| | GARBAGE SERVICE | 39.20 | MATTHEISEN DISPOSAL, INC | 042483 | M-04302012-151 | 37 |
| | SPRING/FALL LAWN CARE | 152.31 | TOTAL LAWN CARE, INC | 042484 | M-04302012-151 | 40 |
| | MONITORING SERVICE | 83.85 | HEARTLAND SECURITY SERVI | 042485 | M-04302012-151 | 41 |
| 211.45500.310 | 1)LIBRARY FUND | | | | | |
| 2)LIBRARY | 3)CONTRACTED SERV - CLEANING | | | | | |
| | CLEAN LIBRARY | 350.00 | MCGEARY/PAT | | D-04302012-150 | 26 |
| 211.45500.321 | 1)LIBRARY FUND | | | | | |
| 2)LIBRARY | 3)TELEPHONE | | | | | |
| | LOCAL SERVICE-LIBRARY | 74.71 | CENTURYLINK | | D-04302012-150 | 184 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|--|---|--|---|--------------------------------|
| 211.45500.381 2) LIBRARY | 1) LIBRARY FUND 3) UTILITIES UTILITIES | 341.58 | MUNICIPAL UTILITIES | D-04302012-150 | 101 |
| 211.45500.383 2) LIBRARY | 1) LIBRARY FUND 3) HEATING COST UTILITIES | 24.22 | MUNICIPAL UTILITIES | D-04302012-150 | 102 |
| 227.46500.235 2) ECONOMIC DEVELOPEMENT | 1) COMMUNITY DEV REVOLVING FUND 3) BUILDING MAINTENANCE & SUPPL PROPERTY TAXES | 152.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 428 |
| 401.42200.501 2) FIRE DEPARTMENT | 1) GENERAL CAPITAL OUTLAY FUND 3) CAPITAL OUTLAY FIRE CHASSIS PURCHASE | 75,858.00 | MIDWEST FIRE | 042488 M-04302012-151 | 47 |
| 401.49810.501 2) AIRPORT | 1) GENERAL CAPITAL OUTLAY FUND 3) CAPITAL OUTLAY ALP UPDATE | 2,466.41 | TKDA | D-04302012-150 | 341 |
| 515.46500.310 2) GENERAL | 1) ECONOMIC DEV. AUTHORITY FUND 3) CONTRACTED SERVICES MONSON BLDG MATERIALS GRASS SEED-BENSON MRKT | 852.07 181.25 | A.F. BUILDING MATERIALS TWIN CITY SEED CO. | D-04302012-150 D-04302012-150 | 250 389 |
| 515.46500.331 2) GENERAL | 1) ECONOMIC DEV. AUTHORITY FUND 3) TRAVEL EXPENSE BIOMASS CONFERENCE EXP | 2,469.62 | BANKCARD CENTER | D-04302012-150 | 485 |
| 515.46500.430 2) GENERAL | 1) ECONOMIC DEV. AUTHORITY FUND 3) MISCELLANEOUS MONSON PROPERTY TAX BENSON MARKET TAX | 200.00 2,598.00 | SWIFT COUNTY TREASURER SWIFT COUNTY TREASURER | D-04302012-150 D-04302012-150 | 417 418 |
| 601.16590 2) CONSTRUCTION IN PROGRESS | 1) WATER FUND FINISH FIBER TERMINATION WTP UPGRADE 2 USED 15" APRONS WTP PAY ESTIMATE #8 | 433.75 7,095.25 48.20 354.82 257,474.00 | MORRIS ELECTRONICS STANTEC CONSULTING SERVI SWIFT CO. HWY. DEPARTMEN BORDER STATES ELECTRIC S KHC CONSTRUCTION INC | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 033521 M-04302012-151 | 221 349 434 462 64 |
| 601.49400.208 2) WATER DEPARTMENT | 1) WATER FUND 3) CHEMICALS & CHEM SUPPLIES SOCKET | 38.41 | RUNNINGS FARM & FLEET | D-04302012-150 | 377 |
| 601.49400.209 2) WATER DEPARTMENT | 1) WATER FUND 3) GAS & OIL GAS BRAKE FLUID | 306.96 7.26 | GLACIAL PLAINS COOPERATI RUNNINGS FARM & FLEET | D-04302012-150 D-04302012-150 | 131 375 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|-------------------------------------|--|---|---|--|---|
| 601.49400.210 2)WATER DEPARTMENT | 1)WATER FUND 3)OPERATING SUPPLIES WATER TEST MAILING CONCRETE, PLIERS PIPE CUTTER PLUMBING BOX MESH T-SHIRTS | 7.93 45.04 82.18 87.64 57.72 | INCIDENTAL FUND RUNNINGS FARM & FLEET DAKOTA SUPPLY GROUP DAKOTA SUPPLY GROUP CORPORATE CONNECTION | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 327 378 459 460 469 |
| 601.49400.217 2)WATER DEPARTMENT | 1)WATER FUND 3)LAB EQUIPMENT & SUPPLIES CITRONEX CLEANER | 109.36 | USA BLUE BOOK | D-04302012-150 | 258 |
| 601.49400.221 2)WATER DEPARTMENT | 1)WATER FUND 3)EQUIPMENT REPAIR PARTS SOUTH PMPHS CHLORINE HD VALVE HDWR, VALVE, HOOK | 69.91 11.21 135.80 | HAWKINS, INC. RUNNINGS FARM & FLEET ZOSEL'S TRUE VALUE | D-04302012-150 D-04302012-150 D-04302012-150 | 284 376 397 |
| 601.49400.227 2)WATER DEPARTMENT | 1)WATER FUND 3)MAINTAIN COLLECTION SYSTEM GREASE GUN, GREASE DOG PARK WATER LINES DOG PARK WATERLINE BROOM, CLAMP & COUPLER DOG PARK-PIPE DOG PARK WATERLINE DOG PARK WATERLINE' | 53.94 50.96 252.48 27.98 159.69 116.72 209.21 | USA BLUE BOOK FERGUSON WATERWORKS FERGUSON WATERWORKS RUNNINGS FARM & FLEET DAKOTA SUPPLY GROUP DAKOTA SUPPLY GROUP DAKOTA SUPPLY GROUP | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 260 291 292 374 455 456 457 |
| 601.49400.235 2)WATER DEPARTMENT | 1)WATER FUND 3)BUILDING MAINTENANCE & SUPPL KEYS | 3.83 | ZOSEL'S TRUE VALUE | D-04302012-150 | 395 |
| 601.49400.307 2)WATER DEPARTMENT | 1)WATER FUND 3)MANAGEMENT FEES MANAGEMENT FEES | 3,027.50 | GENERAL FUND | D-04302012-150 | 13 |
| 601.49400.313 2)WATER DEPARTMENT | 1)WATER FUND 3)CONTRACTED SERVICES COLIFORM TESTING DNR PERMIT TO MDH | 120.00 314.50 | COUNTRYSIDE PUBLIC HEALT STANTEC CONSULTING SERVI | D-04302012-150 D-04302012-150 | 222 350 |
| 601.49400.321 2)WATER DEPARTMENT | 1)WATER FUND 3)TELEPHONE MONTHLY CELL PHONE ALLOW MONTHLY CELL PHONE ALLOW CELL PHONE-WATER | 25.00 25.00 22.10 | SEARCY/GARY BORSTAD/RUSSELL VERIZON | D-04302012-150 D-04302012-150 033526 M-04302012-151 | 203 204 17 |
| 601.49400.332 2)WATER DEPARTMENT | 1)WATER FUND 3)TRAINING & INSTRUCTION HEARING TEST DRUG TESTING POOL | 92.24 62.00 | AFFILIATED MED CENTERS MINN MUNICIPAL UTILITIES | D-04302012-150 033525 M-04302012-151 | 254 68 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|--|------------------|--|----------------------------------|------------|
| 601.49400.381 2)WATER DEPARTMENT | 1)WATER FUND 3)UTILITIES UTILITIES | 2,371.20 | MUNICIPAL UTILITIES | D-04302012-150 | 141 |
| 601.49400.430 2)WATER DEPARTMENT | 1)WATER FUND 3)MISCELLANEOUS RAIN CLOTHING | 263.16 | USA BLUE BOOK | D-04302012-150 | 259 |
| 602.43250.209 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)GAS & OIL GAS | 250.01 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 132 |
| 602.43250.210 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)OPERATING SUPPLIES BONE PUMP | 61.08 | FERGUSON WATERWORKS | D-04302012-150 | 290 |
| 602.43250.221 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIR PARTS SERPENTINE BELT | 78.97 | NORTHSIDE AUTO | D-04302012-150 | 278 |
| 602.43250.223 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)EQUIPMENT REPAIRS CONTRACTED BORE OUT PLY MK SLV PRS REPAIR PLATE MOUNT | 315.00 120.00 | RON CARLSON MACHINE RON CARLSON MACHINE | D-04302012-150 D-04302012-150 | 294 295 |
| 602.43250.226 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)MAINTAIN SYSTEM CONCRETE MIX SEWER CAPS | 19.63 16.48 | ZOSEL'S TRUE VALUE DAKOTA SUPPLY GROUP | D-04302012-150 D-04302012-150 | 396 458 |
| 602.43250.235 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)BUILDING MAINTENANCE & SUPPL SOLID WASTE ASSESSMENT | 35.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 414 |
| 602.43250.307 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)MANAGEMENT FEES MANAGEMENT FEES | 3,930.50 | GENERAL FUND | D-04302012-150 | 14 |
| 602.43250.311 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)PEOPLESERVICE CONTRACT APRIL SERVICE CONTRACT | 24,389.00 | PEOPLE SERVICE INC. | 033522 M-04302012-151 | 65 |
| 602.43250.321 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)TELEPHONE CELL PHONE-WATER | 22.10 | VERIZON | 033526 M-04302012-151 | 18 |
| 602.43250.331 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)TRAVEL EXPENSE MEAL | 10.02 | BANKCARD CENTER | D-04302012-150 | 483 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---|---|-----------------------------------|--|--|-------------------|
| 602.43250.381 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)UTILITIES UTILITIES | 1,922.11 | MUNICIPAL UTILITIES | D-04302012-150 | 142 |
| 602.43250.383 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)HEATING COST NATURAL GAS | 205.62 | CENTER POINT ENERGY | D-04302012-150 | 191 |
| 602.43250.430 2)SEWAGE COLLECTION & DISPOSAL | 1)SEWER COLLECTION & DISPOSAL 3)MISCELLANEOUS BAD DEBT COLLECTION FEE | 1.60 | UNITED ACCOUNTS | D-04302012-150 | 488 |
| 604.14300 2)INVENTORY CONTROL | 1)ELECTRIC FUND ELCTRIC POLES INVENTORY ITEMS | 4,520.81 26,514.61 | CITY OF OLIVIA BORDER STATES ELECTRIC S | D-04302012-150 D-04302012-150 | 306 464 |
| 604.16480 2)ELECTRICAL DISTRIBUTION SYST | 1)ELECTRIC FUND TRANSFORMERS PAD MOUNT | 6,054.47 738.51 | T & R ELECTRIC T & R ELECTRIC | D-04302012-150 D-04302012-150 | 263 451 |
| 604.16590 2)CONSTRUCTION IN PROGRESS | 1)ELECTRIC FUND HWY 12 UNDRGRD 7000' 4" HWY 12 UNDERGROUND PRJ HWY 12 UNDERGROUND PRJ | 25,361.44 8,722.07 1,667.25 | DAKOTA SUPPLY GROUP T & R ELECTRIC T & R ELECTRIC | D-04302012-150 D-04302012-150 D-04302012-150 | 234 452 453 |
| 604.49540.480 2)LOAD MANAGEMENT | 1)ELECTRIC FUND 3)LOAD MANAGEMENT WATER HEATER REBATE WATER HEATER REBATE | 75.00 175.00 | QUICK/EUNICE MIKE AND STACY KURKOSKY | D-04302012-150 D-04302012-150 | 210 367 |
| 604.49550.235 2)POWER PRODUCTION | 1)ELECTRIC FUND 3)BUILDING MAINTENANCE & SUPPL SOLID WASTE ASSESSMENT GARBAGE SERVICE GARBAGE SERVICE | 35.00 11.70 11.70 | SWIFT COUNTY TREASURER MATTHEISEN DISPOSAL, INC MATTHEISEN DISPOSAL, INC | D-04302012-150 D-04302012-150 M-04302012-151 | 415 486 66 |
| 604.49550.381 2)POWER PRODUCTION | 1)ELECTRIC FUND 3)UTILITIES UTILITIES | 2,871.02 | MUNICIPAL UTILITIES | D-04302012-150 | 143 |
| 604.49570.209 2)TRANSMISSION & DISTRIBUTION | 1)ELECTRIC FUND 3)GAS & OIL GAS | 728.95 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 133 |
| 604.49570.210 2)TRANSMISSION & DISTRIBUTION | 1)ELECTRIC FUND 3)OPERATING SUPPLIES SAFETY GEAR LANCE, AIR FRESHNER | 96.66 201.31 | NORTHERN SAFETY CO.INC. NORTHSIDE AUTO | D-04302012-150 D-04302012-150 | 214 280 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|--------------------------------|---------------------------------|----------|--------------------------|------------------------|-------|
| 604.49570.210 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) OPERATING SUPPLIES | | | | |
| | UPS SHIPPING CHG | 19.55 | GROSSMAN, DEPUTY REGISTR | D-04302012-150 | 288 |
| | UPS SHIPPING CHG | 27.10 | GROSSMAN, DEPUTY REGISTR | D-04302012-150 | 289 |
| | JACK FOR BORING MACHINE | 433.11 | FELLING TRAILERS | D-04302012-150 | 305 |
| | TRANSFORMER RATED SOCKET | 339.11 | TWO SOCKETS-TWO METERS I | D-04302012-150 | 342 |
| | BATTERIES GAS CANS | 191.11 | RUNNINGS FARM & FLEET | D-04302012-150 | 373 |
| | TAPE | 32.04 | ZOSEL'S TRUE VALUE | D-04302012-150 | 394 |
| | CTS | 756.68 | DAKOTA SUPPLY GROUP | D-04302012-150 | 454 |
| | DISCONNECT, CEMENT | 106.06 | BORDER STATES ELECTRIC S | D-04302012-150 | 463 |
| | METER SOCKETS | 2,366.98 | BORDER STATES ELECTRIC S | D-04302012-150 | 465 |
| 604.49570.221 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) EQUIPMENT REPAIR PARTS | | | | |
| | LN DPT BORING MACH PARTS | 12.22 | DITCH WITCH OF MINNESOTA | D-04302012-150 | 236 |
| | LIFT, FUSE | 110.75 | NORTHSIDE AUTO | D-04302012-150 | 281 |
| | TIRES | 1,106.28 | GLACIAL PLAINS COOPERATI | D-04302012-150 | 440 |
| 604.49570.226 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) MAINTAIN SYSTEM | | | | |
| | MATS & TOWELS | 24.31 | BENSON LAUNDRY-MAT HOUSE | D-04302012-150 | 115 |
| | 6 PR GLV TSTG 2 PK SLV T | 89.55 | STUART C. IRBY CO. | D-04302012-150 | 267 |
| | CLIP | 5.33 | NORTHSIDE AUTO | D-04302012-150 | 279 |
| | DISPOSAL OF PCB TRANSFOR | 607.00 | XCEL ENERGY | D-04302012-150 | 331 |
| | DOG PARK SERVICE | 1,228.00 | BORDER STATES ELECTRIC S | D-04302012-150 | 466 |
| 604.49570.235 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) BUILDING MAINTENANCE & SUPPL | | | | |
| | GARBAGE SERVICE | 19.58 | MATTHEISEN DISPOSAL, INC | D-04302012-150 | 172 |
| | SOLID WASTE ASSESSMENT | 35.00 | SWIFT COUNTY TREASURER | D-04302012-150 | 416 |
| | GARBAGE SERVICE | 93.16 | MATTHEISEN DISPOSAL, INC | 033523 M-04302012-151 | 67 |
| 604.49570.310 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) CONTRACTED SERVICES | | | | |
| | 2011 OH-UG ELEC LN CONV | 688.00 | DGR | D-04302012-150 | 235 |
| 604.49570.321 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) TELEPHONE | | | | |
| | CELL PHONE-ELECTRIC | 182.39 | VERIZON | 033526 M-04302012-151 | 19 |
| 604.49570.331 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) TRAVEL EXPENSE | | | | |
| | LODGING-BERG, JOHNSON | 404.94 | BEST WESTERN PLUS RAMKOT | D-04302012-150 | 478 |
| | MEALS-AGVICE CUTOVER | 37.00 | JOHNSON/DAVE | D-04302012-150 | 487 |
| 604.49570.332 | 1) ELECTRIC FUND | | | | |
| 2) TRANSMISSION & DISTRIBUTION | 3) TRAINING & INSTRUCTION | | | | |
| | DRUG TESTING POOL | 124.00 | MINN MUNICIPAL UTILITIES | 033525 M-04302012-151 | 69 |

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|--|---|---|---|---|--------------------------------|
| 604.49570.381 2)TRANSMISSION & DISTRIBUTION | 1)ELECTRIC FUND 3)UTILITIES UTILITIES | 674.11 | MUNICIPAL UTILITIES | D-04302012-150 | 144 |
| 604.49570.383 2)TRANSMISSION & DISTRIBUTION | 1)ELECTRIC FUND 3)HEATING COST UTILITIES | 10.92 | MUNICIPAL UTILITIES | D-04302012-150 | 145 |
| 604.49580.201 2)BILLING OFFICE | 1)ELECTRIC FUND 3)OFFICE SUPPLIES COPIER MAINT COPIER PAYMENT 1PT SERIAL PCI DESK TRAYS, MOUSE PAD | 139.76 116.49 34.11 54.52 | COPIER BUSINESS SOLUTION TOSHIBA FINANCIAL SERVIC CDW GOVERNMENT BACKSTREET PRINTING | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 192 193 360 368 |
| 604.49590.201 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)OFFICE SUPPLIES QUICKBOOKS PROGRAM | 341.95 | BANKCARD CENTER | D-04302012-150 | 484 |
| 604.49590.307 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)MANAGEMENT FEES MANAGEMENT FEES | 13,619.20 | GENERAL FUND | D-04302012-150 | 15 |
| 604.49590.321 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)TELEPHONE PHONE MAINT MONTHLY PRI CHARGE LOCAL SERVICE UTILITY PHONE EXT SWITCHING CELL PHONE-ELLIOT/S CREW | 147.84 300.00 191.41 160.00 78.06 | CENTURYLINK CENTURYLINK CENTURYLINK CENTURYLINK VERIZON | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 033524 M-04302012-151 | 126 187 199 413 20 |
| 604.49590.343 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)MARKETING REG ADS CALL B4 U DIG UTILITY ADS ONLINE PMT STUFFER BENSON HS YEAR BK AD | 342.50 306.96 389.03 100.00 | K S C R - FM MONITOR & NEWS IMPACT BENSON PUBLIC SCHOOL | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 136 138 230 366 |
| 604.49590.430 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)MISCELLANEOUS 63 GOPHER ONE CALLS BAD DEBT COLLECTION FEE | 88.55 21.17 | GOPHER STATE ONE CALL UNITED ACCOUNTS | D-04302012-150 D-04302012-150 | 314 489 |
| 604.49590.475 2)ADMINISTRATION & GENERAL | 1)ELECTRIC FUND 3)CONSERVATION PROGRAMS HTG & COOLING REBATE HTG&CLG REBATE LIGHTING REBATE | 250.00 175.00 584.00 | PILLATZKI/MARK SMITH/LARRY BREENS THRIFTY WHITE DRU | D-04302012-150 D-04302012-150 D-04302012-150 | 211 303 432 |

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK | DATA-JE-ID | LINE# |
|-----------------------------|--------------------------------|-----------|--------------------------|-------------|----------------|-------|
| 609.14200 | 1)LIQUOR FUND | | | | | |
| 2)OFF SALE LIQUOR INVENTORY | | | | | | |
| | LIQUOR INVENTORY | 1,866.19 | PHILLIPS WINE & SPIRITS | | D-04302012-150 | 209 |
| | LIQUOR INVENTORY | 2,520.79 | JOHNSON BROTHERS LIQUOR | | D-04302012-150 | 225 |
| | LIQUOR INVENTORY | 314.85 | JOHNSON BROTHERS LIQUOR | | D-04302012-150 | 226 |
| | LIQUOR INVENTORY | 3,854.25 | JOHNSON BROTHERS LIQUOR | | D-04302012-150 | 228 |
| | LIQUOR CREDIT | 10.40CR | JOHNSON BROTHERS LIQUOR | | D-04302012-150 | 229 |
| | LIQUOR | 3,041.35 | PHILLIPS WINE & SPIRITS | 021172 | M-04302012-151 | 58 |
| | LIQUOR | 3,990.56 | JOHNSON BROTHERS LIQUOR | 021173 | M-04302012-151 | 59 |
| | LIQUOR | 3,372.17 | WIRTZ BEVERAGE MINNESOTA | 021174 | M-04302012-151 | 60 |
| | LIQUOR | 3,535.09 | WIRTZ BEVERAGE MINNESOTA | 021174 | M-04302012-151 | 61 |
| | LIQUOR | 4,154.43 | SOUTHERN WINE & SPIRITS | 021175 | M-04302012-151 | 62 |
| 609.14210 | 1)LIQUOR FUND | | | | | |
| 2)OFF SALE BEER INVENTORY | | | | | | |
| | BEER | 11,522.00 | H. BOYD NELSON | | D-04302012-150 | 134 |
| | BEER INVENTORY | 465.00 | ROHLFING OF BRAINERD INC | | D-04302012-150 | 296 |
| | BEER | 2,114.35 | BEVERAGE WHOLESALERS INC | | D-04302012-150 | 311 |
| | BEER CREDIT | 22.75CR | BEVERAGE WHOLESALERS INC | | D-04302012-150 | 312 |
| | BEER INV | 1,548.90 | BEVERAGE WHOLESALERS INC | | D-04302012-150 | 313 |
| | BEER | 6,532.85 | H. BOYD NELSON | | D-04302012-150 | 437 |
| | BEER | 5,354.10 | H. BOYD NELSON | 021170 | M-04302012-151 | 21 |
| | BEER | 7,126.03 | H. BOYD NELSON | 021170 | M-04302012-151 | 55 |
| | BEER CREDIT | 6.00CR | H. BOYD NELSON | 021170 | M-04302012-151 | 56 |
| | BEER | 2,583.70 | BEVERAGE WHOLESALERS INC | 021171 | M-04302012-151 | 22 |
| | BEER | 2,494.40 | BEVERAGE WHOLESALERS INC | 021171 | M-04302012-151 | 57 |
| 609.49750.210 | 1)LIQUOR FUND | | | | | |
| 2)LIQUOR | 3)OPERATING SUPPLIES | | | | | |
| | FRUIT, PEPPER, SUGAR, SALT | 39.68 | DAROLD'S SUPER VALUE | | D-04302012-150 | 123 |
| | BAGS, CUPS, PLATES | 80.17 | WEST CENTRAL SALES | | D-04302012-150 | 408 |
| | NAPKINS, OIL, TRAYS | 95.19 | WEST CENTRAL SALES | | D-04302012-150 | 409 |
| | RECEIPTS PAPER, BAGS | 93.78 | WEST CENTRAL SALES | | D-04302012-150 | 410 |
| | SALT, TOWELS | 49.46 | WEST CENTRAL SALES | | D-04302012-150 | 411 |
| 609.49750.235 | 1)LIQUOR FUND | | | | | |
| 2)LIQUOR | 3)BUILDING MAINTENANCE & SUPPL | | | | | |
| | GARBAGE SERVICE | 187.65 | MATTHEISEN DISPOSAL, INC | | D-04302012-150 | 173 |
| | PEST CONTROL | 42.75 | BRANESS PEST CONTROL | | D-04302012-150 | 233 |
| | COOLER CLEANING | 105.00 | CHUCK'S REFRIGERATION | | D-04302012-150 | 239 |
| | BULBS | 23.45 | ZOSEL'S TRUE VALUE | | D-04302012-150 | 393 |
| | FILTER EXCHANGE SVC | 20.80 | CULLIGAN SOFT WATER | | D-04302012-150 | 405 |
| | SOLID WASTE ASSESSMENT | 35.00 | SWIFT COUNTY TREASURER | | D-04302012-150 | 419 |
| | GARBAGE SERVICE | 183.73 | MATTHEISEN DISPOSAL, INC | 021169 | M-04302012-151 | 54 |
| 609.49750.254 | 1)LIQUOR FUND | | | | | |
| 2)LIQUOR | 3)OFF SALE MIX PURCHASES | | | | | |
| | ICE | 167.64 | ARCTIC GLACIER INC. | | D-04302012-150 | 112 |
| | OFF SALE MIX | 335.72 | PEPSI | | D-04302012-150 | 149 |
| | POP INVENTORY | 107.00 | MADISON BOTTLING CO. | | D-04302012-150 | 217 |
| | TOMATO JUICE | 374.00 | DOMAT'S FAMILY FOODS | | D-04302012-150 | 315 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|----------------------------|---|---|--|--|---|
| 609.49750.254 2) LIQUOR | 1) LIQUOR FUND 3) OFF SALE MIX PURCHASES MIX | 237.65 | VIKING COCA COLA BOTTLIN | D-04302012-150 | 338 |
| 609.49750.292 2) LIQUOR | 1) LIQUOR FUND 3) ON SALE MISC PURCHASES SNACKS TACO INGREDIENTS PIZZAS SNACKS DINNER ROLLS PRE-MIX JERKY | 2,254.76 60.52 439.00 90.90 2.89 240.00 57.00 | APPERT'S FOODSERVICE DAROLD'S SUPER VALUE HARRYS FROZEN FOOD MONTE CANDY COMPANY BENSON BAKERY VIKING COCA COLA BOTTLIN ORTENDAHL DISTRIBUTING C | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 | 111 124 135 140 242 339 449 |
| 609.49750.307 2) LIQUOR | 1) LIQUOR FUND 3) MANAGEMENT FEES MANAGEMENT FEES | 2,010.80 | GENERAL FUND | D-04302012-150 | 16 |
| 609.49750.310 2) LIQUOR | 1) LIQUOR FUND 3) CONTRACTED SERVICES-CLEANING LIQUOR STORE CLEANING | 725.00 | KIMBERLY M BENSON | D-04302012-150 | 4 |
| 609.49750.321 2) LIQUOR | 1) LIQUOR FUND 3) TELEPHONE LOCAL SERVICE-LIQUOR MONTHLY CELL PHONE | 73.34 25.00 | CENTURYLINK O'CONNOR/TIMOTHY | D-04302012-150 D-04302012-150 | 128 206 |
| 609.49750.333 2) LIQUOR | 1) LIQUOR FUND 3) FREIGHT ON LIQUOR FREIGHT | 440.00 | COUNTRY PET FOODS | D-04302012-150 | 119 |
| 609.49750.343 2) LIQUOR | 1) LIQUOR FUND 3) ADVERTISING LIQUOR ADS TWINS SPONSOR LIQUOR ADS TEE SIGNS ON COURSE GOLF TRMT SPONSOR APRIL 20 ENTERTAINMENT MAY 5TH ENTERTAINMENT | 119.00 444.34 600.00 100.00 225.00 250.00 | K B M O MONITOR & NEWS BENSON GOLF CLUB HANSON/KURT GOOD TIME DJ CM ROCK | D-04302012-150 D-04302012-150 D-04302012-150 D-04302012-150 021176 M-04302012-151 021180 M-04302012-151 | 137 139 247 450 63 70 |
| 609.49750.381 2) LIQUOR | 1) LIQUOR FUND 3) UTILITIES UTILITIES | 976.90 | MUNICIPAL UTILITIES | D-04302012-150 | 146 |
| 609.49750.430 2) LIQUOR | 1) LIQUOR FUND 3) MISCELLANEOUS CABLE SERVICE | 118.89 | CHARTER COMMUNICATIONS | D-04302012-150 | 118 |

Disb. Validation Listing

| FUND & ACCOUNT..... | DESCRIPTION..... | AMOUNT | VEND/CUST/EXPL..... | REF/REC/CHK DATA-JE-ID | LINE# |
|---------------------|----------------------------|----------|--------------------------|------------------------|-------|
| 609.49750.438 | 1) LIQUOR FUND | | | | |
| 2) LIQUOR | 3) LAUNDRY | | | | |
| | MOPS TOWELS AND MATS | 51.86 | BENSON LAUNDRY-MAT HOUSE | D-04302012-150 | 356 |
| | MOPS TOWELS AND MATS | 50.75 | BENSON LAUNDRY-MAT HOUSE | D-04302012-150 | 357 |
| 653.43240.210 | 1) GARBAGE COLLECTION FUND | | | | |
| 2) GARBAGE DISPOSAL | 3) OPERATING SUPPLIES | | | | |
| | TAGGED ITEM PICKUP | 596.42 | MONITOR & NEWS | D-04302012-150 | 475 |
| | BAD DEBT COLLECTION FEE | 73.40 | UNITED ACCOUNTS | D-04302012-150 | 490 |
| 653.43240.307 | 1) GARBAGE COLLECTION FUND | | | | |
| 2) GARBAGE DISPOSAL | 3) MANAGEMENT FEES | | | | |
| | MANAGEMENT FEES | 694.00 | GENERAL FUND | D-04302012-150 | 51 |
| 653.43240.310 | 1) GARBAGE COLLECTION FUND | | | | |
| 2) GARBAGE DISPOSAL | 3) CONTRACTED SERVICES | | | | |
| | GARBAGE CONTRACT | 8,662.00 | MATTHEISEN DISPOSAL, INC | D-04302012-150 | 7 |
| 653.43240.384 | 1) GARBAGE COLLECTION FUND | | | | |
| 2) GARBAGE DISPOSAL | 3) REFUSE DISPOSAL | | | | |
| | TIPPING FEES | 3,369.60 | SWIFT CO ENVIRONMENTAL S | D-04302012-150 | 154 |

GOVERNMENT FINANCIAL SYSTEM
5/09/2012 11:46:54

Disb. Validation Listing

CITY OF BENSON
GL304L-V07.20 PAGE 22

TOTAL NUMBER OF RECORDS PRINTED 441

GOVERNMENT FINANCIAL SYSTEM
05/09/2012 11:46:55

Disb. Validation Listing

CITY OF BENSON
GL060S-V07.20 RECAPPAGE
GL304LD

FUND RECAP:

| FUND | DESCRIPTION | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| 101 | GENERAL FUND | 95,360.54 |
| 211 | LIBRARY FUND | 1,362.00 |
| 227 | COMMUNITY DEV REVOLVING FUND | 152.00 |
| 401 | GENERAL CAPITAL OUTLAY FUND | 78,324.41 |
| 515 | ECONOMIC DEV. AUTHORITY FUND | 6,300.94 |
| 601 | WATER FUND | 273,562.95 |
| 602 | SEWER COLLECTION & DISPOSAL | 31,377.12 |
| 604 | ELECTRIC FUND | 104,950.33 |
| 609 | LIQUOR FUND | 77,886.48 |
| 653 | GARBAGE COLLECTION FUND | 13,395.42 |
| TOTAL ALL FUNDS | | 682,672.19 |

BANK RECAP:

| BANK | NAME | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| GREN | GENERAL BANK CHECKING ACCT | 175,198.95 |
| LIQR | LIQUOR FUND | 77,886.48 |
| NAVY | ENTERPRISE FUNDS | 423,285.82 |
| RUST | ECONOMIC DEV. AUTHORITY CHKN | 6,300.94 |
| TOTAL ALL BANKS | | 682,672.19 |

Signature Aquatics

info@signatureaquatics.com
www.signatureaquatics.com

PO Box 277 • 15247 Bridge Ave. E
Pleasanton, MN 55125

Estimate

| Date | Estimate # |
|------------|------------|
| 05/08/2012 | 1208 |
| Exp. Date | |
| 06/08/2012 | |

Address

Rob Wolfington
Benson, City of
1410 Kansas Avenue
Benson, MN 56125

Rep

Ben Schaffer

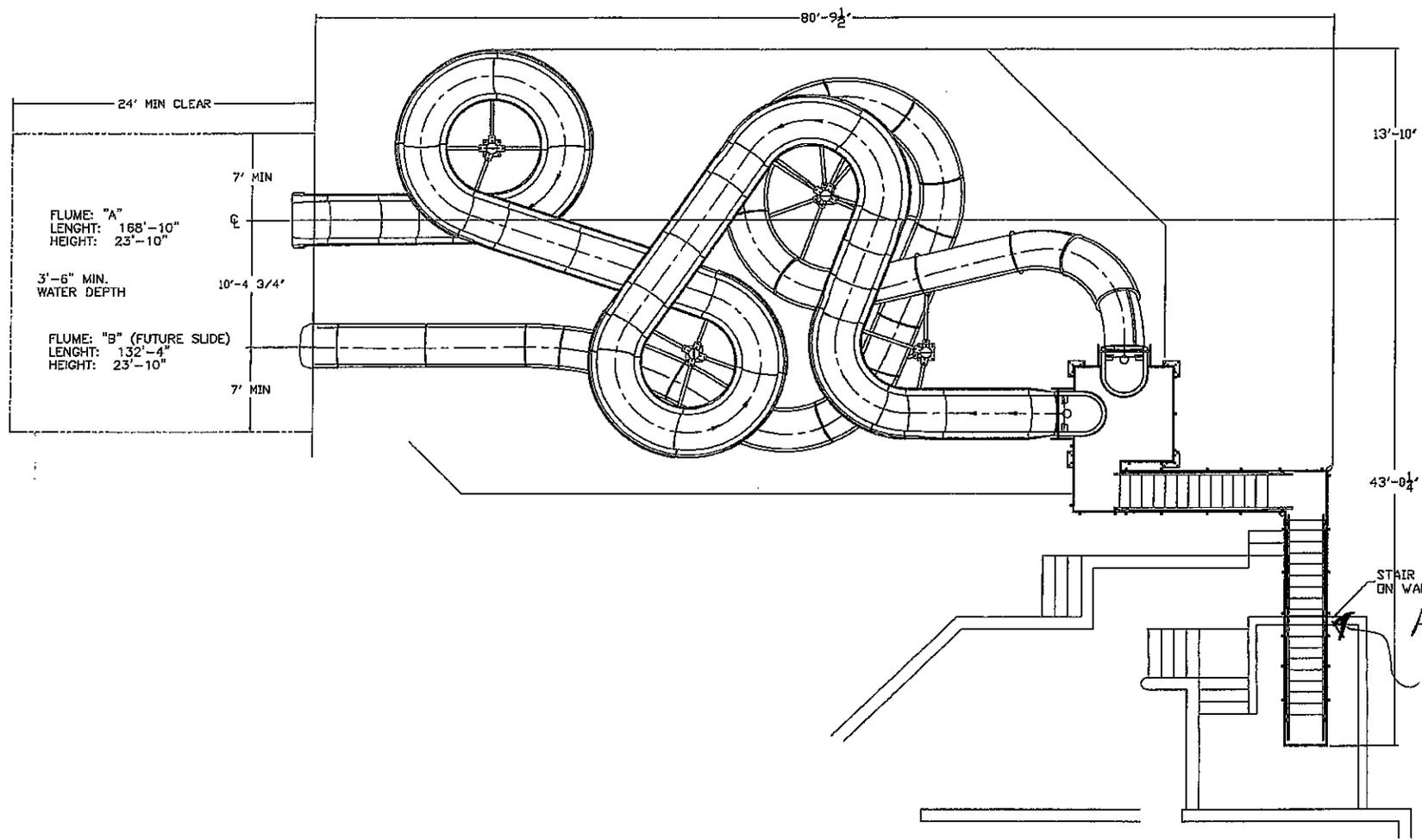
| Date | Activity | Quantity | Rate | Amount |
|------------|---|----------|-----------|-----------|
| 05/08/2012 | Provide and install 32" waterslide -To be installed on existing slide tower -Slide will be a close match to the original design for the alternate slide -Color be owner -Includes engineered drawings -Does not include any modifications to the pool, foundations, or other existing items. | 1 | 95,400.00 | 95,400.00 |

This estimate is good for 30 days.
Excludes all permits, fees and taxes.
Excludes electrical, gas and venting.
Proposals exceeding \$10,000 require 50% payment with signed proposal.
Balance is net 10 days.

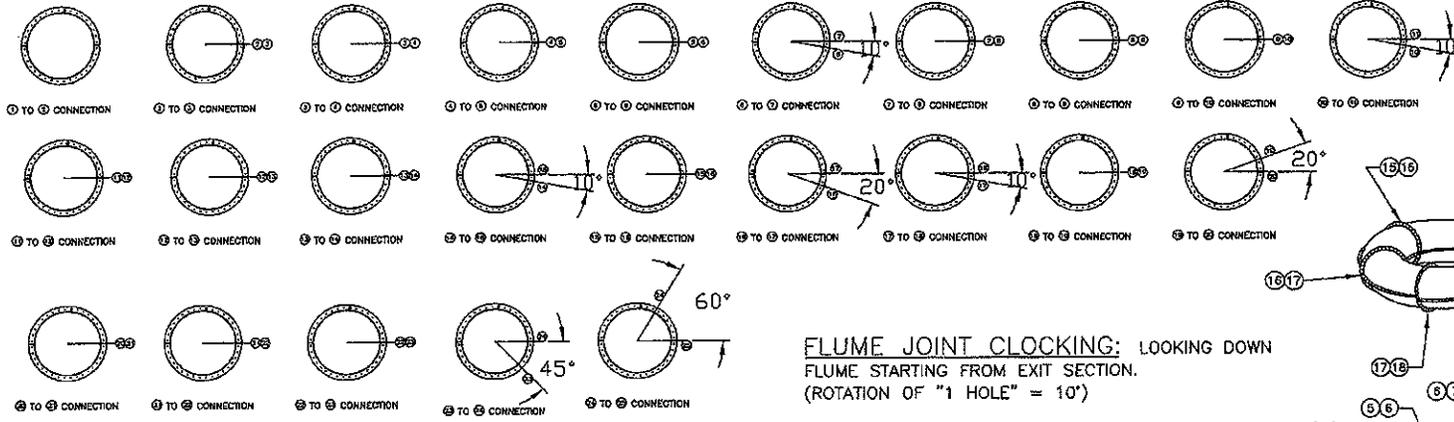
| | |
|---------------------|-------------|
| SubTotal | \$95,400.00 |
| Tax (6.875%) | \$0.00 |
| Total | \$95,400.00 |

Accepted By:

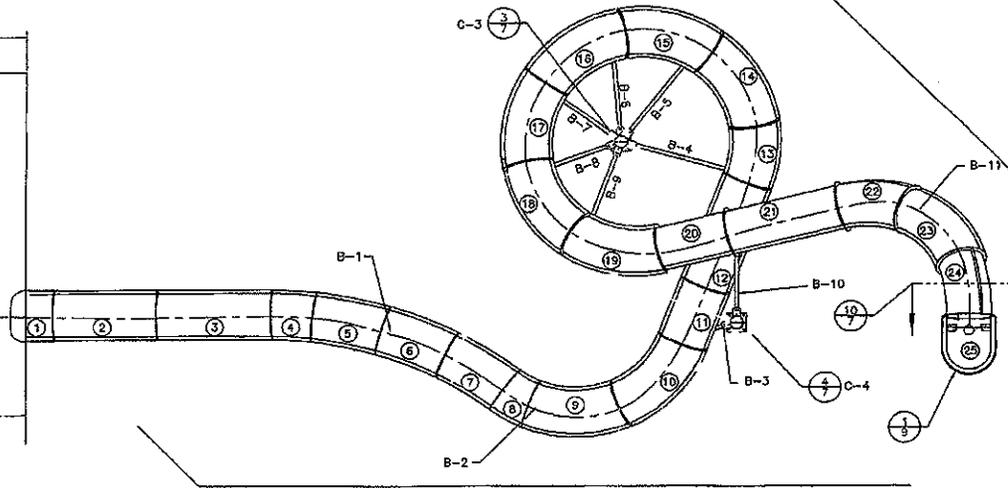
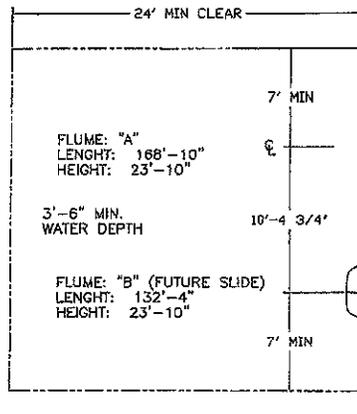
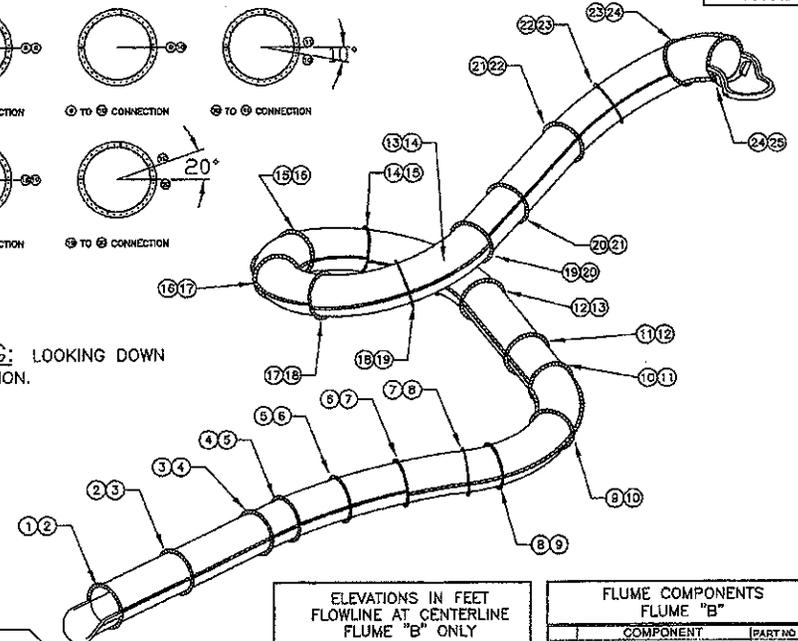
Accepted Date:



| | |
|---|---|
|  <p>A & E DESIGNERS, INC. 815 Deann Place Suite #100 Lexington, Kentucky 40503 PHONE: (502) 223-1000 FAX: (502) 223-1657 EMAIL: aedesign@comcast.net WEBSITE: www.aedesigners.net</p> |  <p>MIRACLE RECREATION EQUIPMENT COMPANY Monett, MO. 65708</p> |
| | <p>BENSON, MN FLUME PLAN (PG 2 OF 15)</p> <p>SCALE: 1/8"=1'</p> <p>DATE: 7/28/03</p> <p>REV. 1</p> |
| <p>PROJECT NO: RB792304R</p> | <p>DATE: 7/28/03</p> |
| <p>NO. 102</p> | <p>REV. 1</p> |



FLUME JOINT CLOCKING: LOOKING DOWN
 FLUME STARTING FROM EXIT SECTION.
 (ROTATION OF "1 HOLE" = 10°)



**ELEVATIONS IN FEET
 FLOWLINE AT CENTERLINE
 FLUME "B" ONLY**

| | |
|--------------------------|---------|
| STATIC PPOOL WATER LEVEL | 100.000 |
| B-1 | 102.718 |
| B-2 | 102.728 |
| B-3 | 102.828 |
| B-4 | 102.868 |
| B-5 | 102.868 |
| B-6 | 102.868 |
| B-7 | 110.258 |
| B-8 | 111.928 |
| B-9 | 112.677 |
| B-10 | 113.508 |
| B-11 | 113.188 |
| LOWER DECK HEIGHT | 123.888 |

**SUPPORT ARM SCHEDULE
 FLUME "B"**

| ARM | ARM WELDRONT | SPPY WELDRONT | SHOULD |
|------|--------------|---------------|---------|
| B-1 | NONE | NONE | 8852739 |
| B-2 | 885234 | NONE | 8852719 |
| B-3 | 885272 | 873443 | 8852719 |
| B-4 | 885238 | 873443 | 8852719 |
| B-5 | 885238 | 873443 | 8852719 |
| B-6 | 885238 | 873443 | 8852719 |
| B-7 | 885238 | 873443 | 8852719 |
| B-8 | 885238 | 873443 | 8852719 |
| B-9 | 885238 | 873443 | 8852719 |
| B-10 | 885238 | 873443 | 8852719 |
| B-11 | 885238 | 873443 | 8852719 |
| B-12 | NONE | NONE | 8852719 |

**FLUME COMPONENTS
 FLUME "B"**

| COMPONENT | PART NO |
|----------------------------------|---------|
| 1 EXIT SECTION | 885202 |
| 2 7' STRAIGHT (1 END UNDRILLED) | 885225 |
| 3 8' STRAIGHT | 885225 |
| 4 7'-27" RAD | 885202 |
| 5 10'-27" RAD | 885208 |
| 6 10'-27" RAD | 885208 |
| 7 10'-27" RAD | 885208 |
| 8 18'-8" RAD | 885208 |
| 9 45'-8" RAD | 885207 |
| 10 45'-8" RAD | 885207 |
| 11 44'-8" STRAIGHT | 885245 |
| 12 8' STRAIGHT | 885203 |
| 13 30'-8" RAD | 885113 |
| 14 45'-8" RAD | 885027 |
| 15 45'-8" RAD | 885027 |
| 16 45'-8" RAD | 885027 |
| 17 45'-8" RAD | 885027 |
| 18 45'-8" RAD | 885027 |
| 19 45'-8" RAD | 885027 |
| 20 8' STRAIGHT | 885234 |
| 21 8' STRAIGHT | 885234 |
| 22 35'-8" RAD | 885235 |
| 23 40'-8" RAD | 885027 |
| 24 30'-8" RAD (2 ENDS UNDRILLED) | 885241 |
| 25 ENTRY | 885176 |

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MIRACLE
 RECREATION EQUIPMENT COMPANY

MIRACLE RECREATION EQUIPMENT COMPANY
 Monett, MO, 65708

BDISON, MI
 FLUME PLAN (PG 4 OF 15)

SCALE: 1/8" = 1' LONG 3/8" = 1' WIDE
 DATE: 7/8/02

PROJECT NO: R0792304R
 DRAWING NO: WC0583D