City Council Regular Meeting Agenda
City Council Chambers
May 7, 2012

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 ▪ 4.16.12 City Council Meeting
6 ▪ 4.12.12 Safety Committee Meeting
7-8 ▪ 3.26.12 Swift County-Benson Hospital Meeting

b. Correspondence:

9 ▪ MN Department of Health Public Water Supply Sanitary Survey Report

c. Applications:

10-11 ▪ Benson Tourism Board: Sandy Hill

c. Travel:

3. MRES and Benson Electric Utility:

a. Discussion: Benson Transfer Control of Transmission to MRES and Subsequently to MISO
12-20 I. Transmission Owner Revenue Sharing Services Agreement
21-23 II. MISO Transmission Facilities Assignment Agreement
24-39 b. Extension: Operating and Maintenance Agreement Between City of Benson and MRES
c. Introduction of New Member to MRES Benson Crew: William Steinmetz
d. Presentation of APPA RP3 Award to Benson Municipal Electric Utility

40-41 4. Extension of Municipal Power Plant Maintenance Plan and Extended Warranty with CAT

5. SCBH Clinic and Hospital Expansion:

42 a.Resolution Authorizing SCBH Board to Issue Debt for Financing Construction
43-44 b.Second Reading of An Ordinance to Vacate Alleys Adjacent to the Project

45-47 6. Resolution to Consider Removal of Garage at 212 – 15th St. South Damaged by Fire

48-51 7. Countryside Park Play Ground - Little Tikes Grant & Proposed Project

52-53 8. Glacial Plains & Rail Road Right of Way Land Acquisition

54 9. Concrete Crushing Bids (Tan)

10. Review 2012 Street Projects (DPW)

a. 16th St. S Water Main Repair = $5,715.75
b. 10th St. S & Minnesota Ave. = $17,392.50
c. Kansas Ave. 17th St. S. to 19th St. S. = $68,902.25

55 11. Pay Request #9 – KHC Construction Water Treatment Plant - $152,162.00

12. Senior Center Electric Bill

56-74 13. Budget Report

14. Adjourn: Mayor

Draft

MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
APRIL 16, 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, Police Chief Mike Jambor, Fire Chief Mark Schreck, 1st Assistant Fire Chief Rob Lee, Swift County Assessor Ed Pederson, Deputy County Assessor Wayne Knutson and Beth Schlangan.

At 5:30 p.m. Mayor Kittelson opened the Board Of Equalization Public Hearing. Swift County Assessor Pederson came forward and gave a presentation on property valuations for the City of Benson. There was no one in attendance to address the Council on property valuations. He stated values are staying constant. The Council left the hearing open and continued with other business.

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

- April 2, 2012 City Council Meeting

Swift County Relay for Life requested the use of Northside Rec on June 15th for their Relay for Life fundraising event, and also requested the hours of the park be extended until 8am on June 16th due to the overnight nature of the event. It was moved by Fitz, seconded by Hess and carried unanimously to grant the request of the Swift County Relay for Life.

Mayor Kittelson informed the Council of the League of Minnesota Cities Conference June 20-22, 2012.

Finance Director Pederson presented the Swift County Auditor's bill for Parcel Assessment for 2012. It was moved by Landmark, seconded by Hess and carried unanimously to approve paying the Auditor's parcel assessment bill of $17,380.00.

Mayor Kittelson conveyed the results from the State of Minnesota, the City of Benson is in compliance with the Local Government Pay Equity Act.

It was moved by Fugleberg, seconded by Fitz and carried unanimously to approve an On-Sale Liquor license, a Sunday Liquor License and a Sidewalk Café Permit for Patrick's Pub & Grill, LLC.

It was moved by Landmark, seconded by Hess and carried unanimously to approve a cigarette license for the Family Dollar Store.

It was moved by Fitz, seconded by Fugleberg and carried unanimously to appoint Sally Jones to the City of Benson Park Board for a term of 4/16/12 – 12/31/2014, and the Benson Area Tourism Board for a term of 4/16/12 – 12/31/2013. It was noted there is an opening on the Airport Commission Board.

Mayor Kittelson opened the Public Hearing to Consider an Ordinance to Vacate Alleys south of the Swift County Benson Hospital.

Mayor Kittelson noted City Manager Wolfington is currently in Colorado at the International Biomass Conference. Also the Mayor will be attending the Annual Mayor's conference April 27-28, 2012 in Winnona, Minnesota.

Mayor Kittelson reviewed the Arbor Day Proclamation. It was the consensus of the Council to approve the following proclaimation:

ARBOR DAY PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal, and

Whereas, Benson has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Paul Kittelson, Mayor of the city of Benson, do hereby proclaim April 27, 2012 as

ARBOR DAY

in the City of Benson, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Kittelson read and reviewed an ordinance to vacate alleys South of the Swift County-Benson Hospital. City Attorney Don Wilcox explained to the Council where these were located. Beth Schlangan questioned how she would access her back yard that borders the alley going north and south on the Hospital east property line where the proposed parking lot will be located. She also expressed concerns about where her Charter Cable would be relocated to. After discussion, It was moved by Landmark, seconded by Fugleberg and carried unanimously to approve the first reading of An Ordinance To Vacate Alleys. The following vote was recorded: AYES: Kittelson, Landmark, Fugleberg and Hess. NAYS: None. ABSTAIN: Fitz

Wilcox presented a quit claim deed for consideration to the Council, for a small triangle piece of land on the property south west of the Swift County-Benson Hospital the City still owns. After discussion, it was moved by Hess, seconded by Fugleberg and carried unanimously to approve the quit claim deed to the Swift County-Benson Hospital. The following vote was recorded: AYES: Kittelson, Landmark, Fugleberg and Hess. NAYS: None. ABSTAIN: Fitz

Councilmember Landmark offered the following Resolution and moved its adoption:

RESOLUTION TO ISSUE ORDER TO RAZE AND REMOVE DANGEROUS OR SUBSTANDARD BUILDING.
(RESOLUTION NO. 2012-09)

WHEREAS, the City Council has heard the report of the City Building Inspector regarding the garage on the property located at 212 15th St. S. in Benson, Minnesota, legally described as Lot 7 and the S ½ of Lot 6, Block 42, Morris & Payte's addition to the City of Benson, Swift County, Minnesota,

WHEREAS, the City Council has determined, based on said report, that the garage on the above described property is a dangerous or substandard building,

NOW THEREFORE, pursuant to Chapter 97 of the City of Benson Code of Ordinances and Minnesota Statutes, chapter 463, The City Council of the City of Benson, Minnesota resolves:

1. That the garage located on the above described property is a dangerous or substandard building according to the definitions provided by the City of Benson Code of Ordinances, chapter 97 and Minnesota Statutes, chapter 463.

2. That an order to raze and remove the above described garage be served upon the owners of the above described property in accordance with the City of Benson Code of Ordinances, chapter 97 and Minnesota Statutes, chapter 463.

3. That along with said order, the owners of the above described property will be served with notice of a hearing at which the Council will consider any evidence offered by the person or persons having any estate or interest in the above described structure.

Member Fugleberg seconded the foregoing motion and the following vote was recorded: AYES: Landmark, Fubleberg, Kittelson, Hess, Fitz. NAYS: None. Whereupon the Mayor declared Resolution No. 2012-09 duly passed and adopted. Wilcox reminded the Council about a public hearing and the time frame of 30 days to give the property owner notice to remove the damaged building.

Next Fire Chief Schreck and 1st Asst. Fire Chief Lee approached the City Council with their bid results for the new pumper truck. Three bids were submitted. The bids were as follows: Midwest Fire Equipment and Repair Co., $149,870.00, Heiman Fire Equipment $155,776.50 and Great Plains Fire $179,292.00. Upon reviewing and analyzing the bids, Chief Schreck & 1st Assisstant Lee's recommendation to the Council was to accept the low bid from Midwest Fire Equipment . It was moved by Fitz, seconded by Hess and carried unanimously to approve the bid from Midwest Fire Equipment and Repair Co. in the amount of $149,870.00.

Benson Police Chief Jambor presented a request for the purchase of a new squad car to replace the department's 2005 Ford Explorer. Jambor reviewed the current vehicle inventory and options for purchase and trade of the old vehicle. It was moved by Landmark, seconded by Fugleberg and carried unanimously to approve the squad car purchase in the amount of $32,011.20.

Public Works Director Nelson requested authorization to go out for bids to crush the stock pile of concrete the City public works has accumulated. It was moved by Fugleberg, seconded by Hess and carried unanimously to proceed in obtaining concrete crushing bids.

Next Nelson explained the chlorination system at the swimming pool is a pellet style system and it has been plugging the equipment as well as corroding the equipment in the chlorine room. He would like to put in a gas chlorine system which would be better for the equipment. The pool staff will not be involved in changing the gas tanks, only City trained staff. After discussion, it was moved by Landmark,

seconded by Fugleberg and carried unanimously to approve the purchase of a new chlorine system at the pool for $6,300 plus an exterior cabinet for $1,800 and installation.

The computer system at the new water treatment plant was next on the agenda. Nelson gave a recommendation of computer equipment from Automatic Systems Company. It was moved by Fitz, seconded by Hess and carried unanimously to approve the purchase of the equipment in the amount of $6,883.17.

Next was pay a request from Stantec for construction engineering services at the water treatment plant. It was moved by Fugleberg, seconded by Fitz and carried unanimously to approve the pay request to Stantec in the amount of $7,095.25.

It was moved by Landmark, seconded by Fugleberg and carried unanimously to approve the bills and warrants in the amount of $583,794.31.

There was discussion on several projects around the City. The Mayor closed the Public hearings at 6:23 p.m.

There being no other business, a motion was made by Fitz, seconded by Fugleberg and carried unanimously to adjourn the meeting at 6:24 p.m.

_____
Mayor

_____
City Clerk

4/18-3/12

Safety Committee Meeting
Thursday, April 12, 2012
9 AM

Members Present: Gary Searcy, Mike Jambor, Rob Wolfington, Tim O'Connor, Elliot Nelson, Wade Ascheman, Dave Johnson and Mike Hoffman

Members Absent: Dave Thelen and John Goulet

Also Present: Dave Johnson for John Goulet

Old Business

1. Street Department has not attended their Safety Field Trip yet.
2. Val reminded everyone the joint safety class with the County employees is on May 17 and 18, 2012. Topic will be AWAIR/Right To Know and hands on Fire Extinguisher training. There will be a choice of signing up for the class on Thursday, May 17 in the afternoon or Friday May 18 in the Morning.

New Business

1. There were 2 incidents. One was a transit driver hitting her knee getting onto the bus, jarring her back. The other was a Fireman fighting a grass fire and getting debris in his eye, sending him to the clinic and eye doctor.
2. Val is in the process of ordering reflective gear for the public works.
3. Dave Johnson enquired about clothing allowance for the Line Crew. Rob stated he felt that was a policy issue with Missouri River Energy Services and to ask what their policy is.

Other Business

There was a round table discussion about a Tailgate Safety meeting public works had on the summer construction season. There was a leak in a motor in the wastewater plant, and a transformer that has a PCB leak has been picked up and disposed of properly. It was noted that everyone needs to be sure and wear appropriate safety gear on the job site this summer. Items to include are hard hats, reflective clothing, ear & eye protection, and safety harness.

There being no other business, the meeting was adjourned.

SWIFT COUNTY-BENSON HOSPITAL
BOARD OF DIRECTORS MEETING MINUTES
Monday, March, 26 2012 -- 5:30 p.m.

DRAFT

I. CALL TO ORDER & ROLL CALL

The meeting was called to order at 5:32 p.m. by Patty Schreck, Vice Chair.

Members Present: Joe Fox, Melissa Hampton, Anthony Hilleren, DDS, Deb Moorse, Brian Samuelson, Patty Schreck, Ed Ulmaniec, Frank Lawatsch, CEO,

Members Absent: Chuck Koenigs, Chair; R. J. Bauer, MD

Others Present: Robie Carter, DON, Jayne Thielke, CFO, Dan Selander, HR, Mike Schramm, CEO/Rice Hospital, Rob Wolfington, Benson City Manager, Richard Horecka, MD

II. FOR ACTION:

1) **Governing Board Agenda** – The agenda was approved with motion by Dr. Hilleren and second by Brian Samuelson and unanimously carried.

2) **Board Education Program** – Mike Schramm reviewed the governing board self-assessment conducted last fall. He discussed with the board where they are at as board members and as a board in general. He highlighted a few key areas for focus, eg: what information is the board receiving, the relationship with CEO, and board education. No specific action was recommended other than encouragement to participate in the numerous board education programs available through MHA and Medisota.

3) **Governing Board Minutes, Reports and Committee Minutes** - The minutes from the 2/27/2012 were corrected regarding specific members who attended the Medi-Sota Trustee Conference. The amended minutes as well as reports and committee minutes were approved with motion by Deb Moorse and second by Melissa Hampton and unanimously carried.

4) Committee Work Plans – The Human Resources Committee work plan was reviewed by Patty Schreck and Dan Selander. The Strategic Planning Committee work plan was presented by Dr. Hilleren. The Finance Committee work plan was presented by Brian Samuelson. A motion was made by Ed Ulmaniec to approve the work plans with a second by Brian Samuelson and unanimously carried.

5) **Discussion Items -**

a) EMTALA incident update – Frank Lawatsch reported that the union has filed a grievance regarding the employee involved in the incident. The grievance hearing will be heard 3/28/2012.
b) Emerald Eve is scheduled for March 31, 2012 and the theme is Sail into Spring.
c) Big Stone Therapies will be starting May 1st, and are in process of working through the transition with existing staff.
d) May Governing Board will be held May 29th since Memorial Day is May 28th.

6) **Informational Items**

a) Mike Schramm/Rice Hospital – report included:

- EPIC has been up a running since February 1st, and the additional super users have helped with the implementation. Staff and physicians are becoming more acclimated to the system.
- Rice Care Center – starting the final phase of renovation to that facility.

- Rice Home Medical – Redwood Falls store has moved to a temporary location and land has been purchased for a new building,
- Working with ACMC to streamline Anesthesia.

b) Dr Horecka made some comments in regards to wait time in the ER. He is concerned about balancing wait times in the ER and wait time for his patients in the clinic. He feels better communication is needed when he is upstairs in the clinic regarding arrival time for patients in the ER. Increased communication will help the situation, but more discussion is needed. Frank Lawatsch stated this discussion should be continued at the next medical staff meeting.

V. ADJOURNMENT

With motion by Melissa Hampton and a second by Dr. Hilleren, the meeting was adjourned at 6:58 p.m. and the motion carried unanimously.

_____

M. Hampton, Secretary

MINNESOTA
MDH
DEPARTMENT OF HEALTH

Protecting, maintaining and improving the health of all Minnesotans

May 2, 2012

Copy - Elliot

Benson City Council
c/o Mr. Rob Wolfington, City Manager
Benson City Hall
1410 Kansas Avenue
Benson, Minnesota 56215

Dear Council Members:

SUBJECT: Sanitary Survey Report for Benson Public Water Supply (PWS), Swift County, PWSID 1760008

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your community PWS. The purpose of a sanitary survey is to evaluate the capability of a public water system to provide safe drinking water to the public. This is accomplished by identifying sanitary defects within the system, informing the water supply owner of applicable responsibilities, and by providing guidance related to water system operation and maintenance. I was accompanied at the time of the inspection by Gary Searcy and Elloit Nelson.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. However, the results of such monitoring are not part of this report, but are sent to you under separate cover as they become available.

Please take appropriate action to address any deficiencies or recommendations identified within this report. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

If you have questions concerning the information contained in the report, please contact me at 320/223-7330.

Sincerely,

KL-ALarsen

Kim Anding Larsen, P.E.
Drinking Water Protection
Midtown Square
3333 West Division Street, Suite 212
St. Cloud, Minnesota 56301-4557

KL
Enclosures
cc: Water Superintendent

CITY OF BENSON
APPLICATION FOR APPOINTMENT TO CITY BOARDS OR COMMISSIONS

Dear Applicant:

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

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

BOARD OR COMMISSION PREFERENCE:

____ Airport Advisory Commission	____ Housing & Redevelopment Authority
_X_ Benson Area Tourism Board	____ Library Board
____ Cemetery Board	____ Park Board
____ Economic Development Authority	____ Planning Commission
____ Hospital Board	____ Utilities Board

RETURN APPLICATION TO:

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

PERSONAL INFORMATION:

Name Sandy Hill Address 613 11th St S. Benson

Telephone: Home (320) 843-3823 Business Country Inn Benson Zip 56215

How long have you been a resident of Benson? 30

Have you served previously on any of Benson's boards or commission? (YES) NO
This would be my second term on the Tourism Board

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

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

Occupation: Benson Fireman Name of Employer: Brent Hill

I am a member of the following civic organizations: I also serve on the Benson area Chamber of Commerce

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

I have served on the Benson Area Tourism Board and would like to continue to do so. I am the General Manager of Country Inn Benson and would like to help promote tourism for our area.

Do you have any additional comments? I have lived in Benson for 30 years and consider this home. I not only would like to promote tourism but also would love to help have families moving to this area make Benson their home.

DESCRIPTION OF BENSON'S BOARDS AND COMMISSIONS

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

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

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

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

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

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

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

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/FERC 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 TRANSM ISSION 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 WMMPA.

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 Substation1.4miles

Sources of Evidentiary Information:

Date: _____, 2012
By: _____, Utility Superintendent

Operations and Maintenance Agreement

This Operations and Maintenance Agreement (Agreement), is made as of the ____ day of _____, 2012, between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services, a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota and South Dakota (MRES), and the City of Benson, a municipal corporation of the State of Minnesota (Benson), such parties being herein referred to individually as Party or collectively as Parties.

WITNESSETH:

WHEREAS, Benson owns and operates an Electric Distribution System which provides retail electric service to the retail customers in and around Benson, Minnesota; and,

WHEREAS, Benson owns and operates certain electric generation facilities which it has made available to MRES under the Capacity Purchase Agreement; and,

WHEREAS, Benson seeks to continue to deliver to its retail customers reliable electric service and desires to obtain assistance in operating and maintaining its Electric Distribution System; and,

WHEREAS, MRES desires to perform such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the Parties as follows:

Section 1 - Definitions

1.1 **Capacity Purchase Agreement** shall mean the Agreement between Benson and MRES dated January 1, 1994, which made available to MRES the capacity of Benson's electric generating facilities.

1.2 **Designated Representative** shall mean, with respect to Benson, its City Manager, and, with respect to MRES, its Electric Distribution Superintendent. Either Party may change their respective Designated Representative by notifying the other Party in writing of such change.

1.3 **Electric Distribution System** shall mean the electric distribution system in Benson's service area, which is used to serve all the electric customers of Benson. This shall include but not be limited to overhead and underground wires, poles, transformers, street lights, meters, switches, and the 41.6 kV substation and radial line which connect Benson's electric system to the 41.6 kV area transmission system.

1.4 **Material Breach** shall mean (i) a Party's failure to perform an obligation under this Agreement, (ii) a Party's performance of a function under this Agreement in a manner that would be considered to be unsafe under Prudent Utility Practices, or (iii) a Party's insistence that the other Party perform a function under this Agreement in a manner that would be considered to be unsafe under Prudent Utility Practice.

1.5 **Prudent Utility Practice** shall mean those practices, methods and procedures, as modified from time to time, that are currently used by electric utilities to construct, operate and maintain electric distribution and generating facilities and equipment dependably, reliably, safely and economically with due regard for the procedures required by the National Electric Safety Code.

Section 2 - Term

This Agreement shall supersede any previous agreements, and shall become effective on the ___ day of _____, 2012, and shall remain in effect until March 1, 2018, and shall continue thereafter on a year-to-year basis, unless terminated by a one-year prior written notice given by one Party to the other Party.

Section 3 - Duties of MRES

3.1 MRES shall provide qualified personnel as needed to operate and maintain Benson's Electrical Distribution System. Such personnel shall be supervised by the MRES Designated Representative. MRES will perform the following tasks on the Electric Distribution System.

3.1.1 Provide all services which it deems necessary to adequately carry out its duties under this Agreement including, but not limited to identifying and carrying out inspections, preventive maintenance and repairs such as pole testing and treatment, OCR testing and repair, installation, testing and replacement of meters, line and substation inspection, maintenance and repair, and responding to emergency and non-emergency situations relating to Benson's Electric Distribution System.

3.1.2 Connect and disconnect electric customers of Benson according to the direction of Benson's Designated Representative.

3.1.3 Install service drops and service extensions according to the direction of Benson's Designated Representative.

3.1.4 Monitor any improvements to the Electric Distribution System which is performed by an outside contractor and report any problems to Benson's Designated Representative.

3.1.5 Trim trees near the Electric Distribution System facilities using Prudent

Utility Practice and according to procedures established by Benson.

3.2 MRES shall provide qualified personnel needed to operate and maintain Benson's generation facilities. MRES will perform the following tasks in connection with the generation facilities.

3.2.1 Operate Benson's electric generating units in accordance with the Capacity Purchase Agreement and in accordance with the standard operating procedures attached as Exhibit 1.

3.2.2 Perform the maintenance programs on Benson's generators, supporting equipment and buildings according to Benson's existing standards and procedures.

3.2.3 Monitor any improvements to the generation facilities which are performed by outside contractors and report any problems to Benson's Designated Representative.

3.2.4 Coordinate emergency and scheduled start-ups with other city personnel.

3.2.5 Maintain switchgear, breakers, automatic relays, and other associated equipment.

3.2.6 Prepare plant performance reports as required by law, permit or Benson's requests and submit them to Benson for signature and transmittal to appropriate authorities.

3.3 MRES will perform the following tasks in connection with Benson's load management system.

3.3.1 Install control boxes on water heaters and air conditioners and verify the controlled zones.

3.3.2 Install sub-meters and control boxes on electric heat installations and insure that different heating zones are placed on different controlled zones so that not all the heating zones are being controlled at the same time.

3.3.3 Maintain the load management receiver at the TCI building and conduct semiannual test on the receiver.

3.3.4 Respond to customer complaints about the load management system at the direction of Benson's Designated Representative.

3.3.5 MRES will not operate the load management system.

3.4 MRES will perform safety inspections on the equipment listed in Exhibit 2 using Prudent Utility Practice.

3.5 MRES will provide Benson with a written report to Benson's Designated Representative, prior to Benson's approval of its annual budget, on suggested Electric Distribution System or generation facility improvements, modifications, additions and retirements once a year.

3.6 MRES will provide a written report to Benson's Designated Representative of the need to restock Benson's Electric Distribution System inventory, monitor the receipt of ordered items and update the inventory records according to procedures established by Benson's Designated Representative.

3.7 MRES shall have the right to take any and all Electric Distribution System equipment or generation facilities out of service, even if this action causes a portion of or all the customers of Benson to be without electricity, when in the sole judgment of MRES, such actions are necessary to repair, maintain, replace, test or inspect any equipment in the Electric Distribution System or generation facilities or to maintain the safety of the public or MRES employees. Except in the case of an emergency, MRES shall notify Benson's Designated Representative prior to taking any Electric Distribution System equipment or generation facilities out of service.

3.8 MRES shall be responsible for performing the necessary procedures to insure manufacturers' warranties are maintained on new equipment purchased by Benson for use on the Electric Distribution System or generation facilities and assist Benson in enforcing existing equipment warranties and guarantees.

3.9 MRES shall provide Benson with documentation that preventive maintenance is being performed on Benson's owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by Benson. Such a maintenance program must include documentation of corrective and preventive maintenance.

3.10 MRES will implement and maintain an employee safety program in compliance with laws, rules and regulations, applicable to MRES operations hereunder, and make recommendations to Benson regarding the need, if any, for Benson to rehabilitate, expand or modify the Electric Distribution System or generation facilities to comply with governmental safety regulations.

3.11 MRES may make minor replacements or additions, without prior permission from Benson's Designated Representative, to the Electric Distribution System or generation facilities. A minor replacement or addition is defined as a construction project which has a cost estimated by MRES not to exceed $2,500.

3.12 In performing the foregoing activities, MRES Designated Representative shall coordinate with Benson's Designated Representative and MRES will keep Benson's Designated Representative informed of the progress of MRES activities. The MRES Designated Representative shall not be directly accountable to the Benson City Council or Benson Utilities Commission or take direction therefrom.

3.13 MRES shall represent to third parties, including the citizens of Benson, that all activities it undertakes under this Agreement are being performed under the joint auspices of MRES and Benson. MRES and Benson shall determine how that representation is to be made and the logos, service marks or joint venture names that may be used to convey that representation. By making this representation, however, neither Benson nor MRES consider this contract to constitute a joint venture for purposes of liability to third parties and do not hereby qualify in any way the liability and indemnification provisions of Sections 13 and 14 hereunder.

3.14 MRES shall operate in accordance with Benson's practices and procedures when entering or performing work on Benson customers' premises or facilities.

3.15 MRES shall provide the above listed services using Prudent Utility Practice and in compliance with all applicable federal, state and local statutes, rules and/or ordinances. At all times, MRES personnel shall operate in accordance with MRES policies, operating rules and procedures then in effect.

3.16 MRES reserves the right to assign its electric distribution system personnel based in Benson, to duty outside the corporate limits of Benson for purposes of assisting another municipality with its electric distribution system. All such duty must be of a short duration and approved by Benson's Designated Representative.

Section 4 - Hazardous Material

4.1 As part of the services provided to Benson under this Agreement, MRES will dispose of any hazardous materials generated by Benson in accordance with Prudent Utility Practice and in compliance with all applicable federal, state and local statutes, rules or ordinances. Benson is responsible for all the cost related to the clean-up and disposal of hazardous material.

4.2 MRES is not responsible for any cost relating to clean-up and disposal of hazardous materials under this agreement. Benson shall indemnify, and hold MRES harmless for, any costs MRES incurs including but not limited to all clean up costs, fines or penalties assessed against MRES by any federal, state or local agency or regulatory body in connection with the generation, clean-up, disposal or arranging for the transportation or disposal of hazardous materials related to MRES activities under this

Agreement except to the extent that such costs, fines or penalties are the result of the failure of MRES to follow Prudent Utility Practices in connection with the clean-up, disposal or arranging for the transportation or disposal of such hazardous materials. In that event, MRES shall indemnify and hold Benson harmless for, any costs Benson incurs, including but not limited to all clean up costs, fines or penalties assessed Benson by any federal, state or local agency or regulatory body resulting from MRES acts that were not in accordance with Prudent Utility Practices with respect to such hazardous material.

Section 5 - Duties of Benson

5.1 Benson shall be responsible for all budgeting, planning for and authorization of capital improvements, service extensions and general management of the utility. Benson's Designated Representative shall keep MRES advised in these areas.

5.2 Benson shall be responsible for meter reading, billing, collections and all accounting records. MRES will assist Benson from time to time with meter reading and call-backs. Benson shall provide MRES access to facilities to maintain records for Benson at Benson's offices consistent with record retention requirements applicable to Minnesota municipal entities. Benson shall make available to MRES those records necessary for carrying out the services that are the subject of this Agreement, including Benson's practices and procedures that MRES is to use in carrying out these services. Benson shall provide MRES reasonable access to such records upon request of MRES.

5.3 Benson shall provide the equipment listed in Exhibit 2, to MRES at no cost when MRES uses such equipment to perform its obligations under this Agreement. If MRES utilizes this equipment for purposes other than carrying out its duties under this Agreement, MRES shall compensate Benson for such use according to the rate schedule attached as Exhibit 2. Benson may update both the rate schedule and equipment list once per year.

5.4 Benson shall keep in force all warranties, guarantees, easements and licenses that have been granted to Benson and are not transferred to MRES under this Agreement.

5.5 Benson shall fund all capital expenditures which in its sole discretion it authorizes. MRES shall advise Benson of any capital improvement it deems necessary or appropriate. Any loss, damage, or injury resulting from Benson's failure to provide capital improvements when reasonably requested by MRES shall be the sole responsibility of Benson. Benson shall indemnify MRES for any costs it incurs, including but not limited to fines or penalties assessed against MRES by any federal, state or local agency or regulatory body or any judgments against MRES in favor of third parties for damages arising from or related to Benson's failure to provide capital improvements on a timely basis.

5.6 Benson shall provide MRES, at no cost to MRES, with the temporary use of any piece of Benson's equipment that is available so that MRES may discharge its obligations under this Agreement in the most cost-effective manner.

5.7 Benson shall receive and respond to all complaints, inquiries or requests for service from its customers and shall determine what services are to be requested from MRES with respect to any customer complaint, inquiry or request consistent with MRES responsibilities under this Agreement. Except in cases of emergency, MRES shall not receive, nor provide any services as a result of any complaints, inquiries or requests from Benson's customers.

5.8 Benson shall maintain inventory and inventory records using Prudent Utility Practice.

Section 6 - Compensation

6.1 Benson shall compensate MRES monthly for all costs MRES incurs in fulfilling its duties under this Agreement. Such costs shall consist of:

6.1.1 All direct labor costs, including but not limited to overtime pay, on call pay, call-out pay and related overheads including health insurance, retirement plan, payroll taxes and training.

6.1.2 An additional eight percent (8%) of 6.1.1 and other expenses incurred by MRES directly attributable to the general administration of this Agreement.

6.1.3 Any outside services or contractors employed by MRES on behalf of Benson and not paid by Benson directly.

6.1.4 Any materials and supplies for maintenance, operations, or construction not provided by Benson.

6.1.5 Insurance costs directly related to fulfilling MRES obligations under this Agreement and required by the terms of this Agreement.

6.1.6 MRES owned vehicles used in fulfilling MRES obligations under this Agreement at the then-current IRS mileage rate.

6.1.7 Losses not covered by insurance for which Benson is responsible under this Agreement.

6.1.8 Other costs incurred by MRES in providing the services under this Agreement and which are approved by Benson.

6.1.9 An additional five percent (5%) of the amounts listed in 6.1.1, 6.1.2, 6.1.6 and 6.1.8.

Section 7 - Personnel

7.1 MRES shall provide qualified personnel who are assigned full-time to the operations and maintenance of Benson's Electric Distribution System on the effective date of this Agreement. Such personnel shall be employees of MRES, and shall not be employees of Benson. All employees will be subject to MRES policies and procedures.

7.2 The employees assigned by MRES to provide services to Benson under this Agreement shall meet the appropriate licensing and certification requirements of the State of Minnesota.

7.3 MRES shall provide ongoing training and education for appropriate personnel in the areas of electric distribution system and generating facilities maintenance, operation, repair, replacement, safety and supervisory skills as needed to enable MRES, in its sole judgment, to maintain the appropriate quality of service to Benson.

7.4 MRES personnel will not perform duties for Benson outside the scope of the services specified in this Agreement without the prior authorization of the MRES Designated Representative.

Section 8 - Billing by MRES

8.1 Within twenty-five (25) days after the first day of each month, MRES shall submit an invoice to Benson for the charges for all services furnished under this Agreement during the preceding month.

8.2 Payment is due twenty (20) days after the date of invoice. All payments shall be made via Automated Clearing House or by other electric funds transfer.

8.3 In the event Benson disputes all or any part of an invoice, Benson shall nevertheless pay the full amount of the invoice when due and, within 45 days from the date of the invoice, notify MRES in writing of the grounds on which any charges in the invoice are disputed and the amount in dispute. Benson will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of MRES within the time and in the manner specified except clerical errors and adjustments due to an audit.

8.4 Interest will be charged on any unpaid amounts at a rate of one percent (1%) per month. Interest on delinquent amounts shall be calculated from the due date of the bill to the date payment is received.

8.5 The amount owed by Benson to MRES under this Agreement may be offset, in whole or in part at MRES discretion, by the amount owed by MRES to Benson.

Section 9 - Billing by Benson for Equipment Use

9.1 Within twenty-five (25) days after the first day of each month, MRES shall submit to Benson an itemized list of the equipment used by MRES during the preceding month for purposes other than service to Benson in accordance with Section 5.3, along with the appropriate billing measurement. Benson shall submit an invoice to MRES, as soon as practical thereafter, for such use.

9.2 Payment by MRES is due twenty (20) days after receipt of the invoice. All payments shall be made via Automated Clearing House or by other electric funds transfer.

9.3 In the event MRES disputes all or any part of an invoice, it shall nevertheless pay the full amount of the invoice when due and, within 45 days from the date of the invoice, notify Benson in writing of the grounds on which any charges in the invoice are disputed and the amount in dispute. MRES will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of Benson within the time and in the manner specified except clerical errors and adjustments due to an audit.

9.4 Interest will be charged on any unpaid amounts at a rate of one percent (1%) per month. Interest on delinquent amounts shall be calculated from the due date of the bill to the date payment is received.

Section 10 - Uncontrollable Forces

Neither MRES nor Benson shall be considered to be in default in respect to any obligation hereunder (other than the obligation to pay bills) if prevented from fulfilling such obligations by reason of uncontrollable forces. The term uncontrollable forces being deemed for the purposes of this Agreement to mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by due diligence and foresight such Party could not reasonably have been expected to avoid. The Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall notify the other Party promptly of the occurrence of such event and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, however, that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any interruption or reduction of service due to uncontrollable forces shall be remedied with the exercise of due diligence, shall not require the settlement of strikes or lockouts by acceding to the demands of opposing parties when such course is inadvisable in the discretion of the Party having the difficulty.

Section 11 - Insurance

11.1 For purposes of this Section 11, the term insurance shall be defined as (i) any transference of risk of loss to a third party through the purchase of insurance coverage, or (ii) the partial or total assumption of risk of loss through any form of self-insurance.

11.2 Benson will maintain or cause to be maintained insurance, which it deems to be adequate in its sole judgment, on its real property which includes but is not limited to storage buildings, shops, garages and inventory. In the event of a loss, Benson is responsible for any or all self-insured retention and self-insurance.

11.3 Benson will maintain or cause to be maintained insurance, which it deems to be adequate in its sole judgment, on its capital equipment, which includes but is not limited to generation, transformation and distribution. In the event of a loss, Benson is responsible for any or all self-insured retention and self-insurance.

11.4 Benson will maintain or cause to be maintained insurance, which it deems to be adequate in its sole judgment, on the mobile equipment listed in Exhibit 2. In the event of a loss, Benson is responsible for any or all self-insured retention and self-insurance.

11.5 Benson and its insurers waive all rights of subrogation against MRES, its directors, members of its governing boards, officers, employees or agents with respect to the property insurance maintained or caused to be maintained in accordance with Section 11.2, 11.3 and 11.4.

11.6 During the term of this Agreement Benson will maintain a policy of general liability and automobile liability insurance in the amount of one million dollars ($1,000,000.00) and shall name MRES as an additional insured thereon with respect to MRES activities under this Agreement.

Section 12 - Dispute Resolution

12.1 The Parties shall exercise best efforts to informally resolve all disputes, including billing disputes, according to the following procedure before resorting to legal action.

12.2 First, whenever a dispute arises, the Parties' Designated Representatives shall meet to discuss and attempt to resolve the matter.

12.3 Second, if the meeting of the Designated Representatives does not resolve the dispute, either Party may continue to attempt to resolve the dispute, and shall do so by submitting a written notice to the other Party describing the specific basis of the dispute. The Parties shall attempt to resolve the dispute informally within thirty calendar days of

the other Party's receipt of such notice.

12.4 If the Parties cannot reach agreement within the thirty-day period referred to in Section 12.3, each Party shall prepare and deliver to the other a written offer of settlement of the dispute within 30 days after the end of the thirty-day period referred to in Section 12.3.

12.5 Within thirty days after the exchange of settlement offers referred to in Section 12.4, the Chief Executive Officer of MRES and the city manager of Benson shall meet and attempt to settle the dispute. If the Parties reach agreement, they shall immediately take any action agreed upon and make any payments required. If the Parties fail to reach agreement within thirty days after the exchange of settlement offers referred to in Section 12.4, this dispute resolution process will be deemed to be concluded. The Parties may then resort to any legal recourse available to obtain resolution of the matter.

Section 13 - Liability

13.1 Except for its negligence, or for nonpayment of bills or as otherwise specifically provided in this Agreement, neither Party, nor its directors, or members of its governing boards, officers, employees or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge or expense arising from performance or nonperformance under this Agreement.

13.2 Nothing in this Agreement shall be construed to create any duty to, and standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

Section 14 - Indemnification

The Parties acknowledge that the inclusion, under Article 11 of this Agreement, of a substantial portion of MRES activities under Benson's insurance policies significantly reduces the scope of expenses that the actions of one might impose on the other. For such uncovered costs, each Party shall indemnify and hold harmless the other Party, its directors, members of its governing boards, officers, employees or agents from and against all losses and claims, demands, suits, actions, payments and judgments, including any and all expenses in the defense of same arising from personal injury, property damage or otherwise, brought or recovered against the other Party, its directors, members of its governing boards, authorized personnel, designated representatives, employees or other agents arising out of a negligent act of the indemnifying Party.

Section 15 - Severability

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or

circumstance by any court having jurisdiction under the circumstances, the remainder of the Agreement, and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected thereby.

Section 16 - Waivers

Any waiver at any time by either Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.

Section 17 - Assignments

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. The obligations and responsibilities of this Agreement may be assigned by either Party (i) only in full, (ii) only with the written approval of the other, which approval shall not be unreasonably withheld, and (iii) with the written acceptance of such assignment, including all obligations by the Assignee.

Section 18 - Material Breach and Early Termination

If either Party commits a Material Breach of this Agreement and does not remedy such breach upon conclusion of the dispute resolution process described in Section 12, the other Party may terminate this Agreement. A Party seeking to terminate this Agreement for a Material Breach must provide the other with a written notice of termination thirty days before the date of the termination. If either Party terminates the Agreement by reason of a Material Breach, the breaching Party shall reimburse the terminating Party for any costs incurred by reason of the termination.

Section 19 - General

19.1 Neither this Agreement nor any terms hereof may be amended, supplemented, or modified except by an instrument in writing executed by the Parties.

19.2 Any notices, demand or requests provided for in this Agreement shall be in writing and shall be deemed properly served if (i) delivered in person; or (ii) sent by United States mail, postage prepaid, to the persons specified below:

For Benson:
City Manager
1410 Kansas Avenue
Benson, MN 56215-1718

For MRES:
Chief Executive Officer
Missouri River Energy Services
3724 West Avera Drive
PO Box 88920
Sioux Falls, SD 57109-8920

19.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions of this Agreement.

19.4 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19.5 Exhibits are hereby incorporated into this Agreement and may be changed as specified in the appropriate sections of this Agreement.

19.6 Benson will make its maps and records of the Electric Distribution System and the generation facilities available to MRES and its personnel in connection with carrying out the terms of this Agreement.

19.7 Either Party may contract for any outside services which may be needed from time to time to repair, upgrade, or maintain either the Electric Distribution System or generation facilities. Each Party will keep the other Party informed of any services for which it has contracted. MRES shall not be entitled to compensation under paragraph 6.1.3 of this Agreement for outside services or contractors employed by MRES unless Benson has given its prior written approval to such contract.

19.8 MRES is an independent contractor to Benson.

19.9 The Parties shall keep and maintain such records as may be necessary or useful in carrying out this Agreement, and make such records available to the other Party for inspection. MRES shall maintain records for Benson at Benson's offices that are necessary or useful for carrying out the services that are the subject of this Agreement. MRES shall maintain such records consistent with record retention requirements of Minnesota municipal entities. Benson shall be responsible for secure storage and lifecycle management of such records, and shall provide MRES reasonable access to such records upon request of MRES.

19.10 Benson has the right to audit MRES at its own expense all internal records relating to MRES expenditures under this Agreement.

19.11 This Agreement is made under and shall be deemed to be governed by and construed according to the laws of the State of Minnesota.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Missouri Basin Municipal Power Agency
d/b/a Missouri River Energy Services

By _____
Thomas J. Heller
Chief Executive Officer

City of Benson

By _____
City Manager

By _____
Mayor

Exhibit 1
Generator Operating Manual

Exhibit 2
City Equipment and Rental Schedule

This contract is not valid until registered

CATERPILLAR® 2011 NEW AND ADVANTAGE EXTENDED SERVICE COVERAGE

Cat Electric Power Gensets Extended Service Coverage (ESC) Registration Certificate

Contract Pricing Effective: January 1, 2011 through December 31, 2011

CUSTOMER NAME: City of Benson (Utility Department) PHONE: 320-760-0911

ADDRESS: 1410 Kansas Ave CITY: Benson

STATE / PROVINCE: MN POSTAL CODE: 56215 COUNTRY: USA

CATERPILLAR DEALER (non-U.S. Provider): Ziegler Power Systems DEALER CODE: E500

ADDRESS: 8050 County Road 101 East CITY: Shakopee

STATE / PROVINCE: MN POSTAL CODE: 55379 COUNTRY: USA

U.S. Provider: Caterpillar Inc., 2120 West End Avenue, Nashville, TN. Telephone number: 1-800-248-4228. **All other countries:** See Section XVII for details.

REGISTRATION DETAIL

- New ESC with known Delivery Date: ☐
- New ESC without Delivery Date: ☐
- Advantage ESC for Used Gen Sets: ☒
- Upgrade Existing New ESC: ☐
- Upgrade Existing Advantage ESC: ☐

Existing CSA Yes ☒ No ☐

Application: Prime ☐ Standby ☒

Fuel Type: Diesel: ☒ Natural Gas: ☐ Landfill Gas: ☐

Genset Model: 3516, C175-16

Serial Number: 7RN01871

Delivery Date: 05/24/02 warranty start Date

Current Hours: 219

Advantage Start Date: 05/24/12

Advantage Start Hours: 219

Caterpillar Eng/Gen warranty

EXTENDED SERVICE COVERAGE OPTIONS AND TERMS

Coverage Type:		Coverage Terms:		Special Quote Number:
Silver	☐	Coverage Months:	36 Months	P301V007890
Gold	☐	Coverage Hours:	1500	
Platinum	☒	Average Annual Hours:	500	
Platinum Plus	☐	Deductible:	$0	Quote Creation Date: 3/16/12

EXTENDED SERVICE COVERAGE FEES

ESC Fee	U.S.$	9,960
Applicable Taxes	U.S.$	
Other	U.S.$	
Total	**U.S.$**	**9,960.00**

Coverage Summary:

Platinum / 36 Months / 1500 Hours / $0 Ded

LIMIT OF LIABILITY:

The maximum amount we will pay for any single claim will be the reasonable cost to repair or replace the covered equipment, not to exceed Caterpillar's list price for equivalent covered equipment.

I hereby certify that I have read and understand the terms and conditions checked above, and as specified within the additional number of pages indicated on the bottom of this Registration Cerfiticate.

X _____ X _____

Customer Signature Date

I hereby certify that the engine serial number indicated above is eligible for the Extended Service Coverage as specified on this Registration Certificate and have read and understand the Dealer's responsibilities as specified in the Extended Service Coverage Program Administration Manual.

Authorized Dealer Representative Date 4/2/2012

This contract is not valid until registered

Distribution: Original - Customer Copy ☐ Copy - Cat Dealer

LEEE6228-12
Supersedes LEEE6228-11
January 1, 2011

→ Caterpillar Engine / Generator ← warranty

XIV. COVERED COMPONENTS

GENERATOR SET OR ENGINE COMPONENT EXTENDED SERVICE COVERAGE MATRIX:

Coverage Items	Silver	Gold	Coverage Items	Silver	Gold
COOLING SYSTEM			AIR INDUCTION & EXHAUST		
Thermostat Housing	YES	YES	Exhaust Manifolds, Studs & Gaskets	YES	YES
Water Manifold Housing	YES	YES	Inlet Air Heater Relay	YES	YES
Jacket Water Precooler	YES	YES	Intake Manifold	YES	YES
Jacket Water Pump	NO	YES	Turbocharger (mounting hardware, lines, wastegate)	NO	YES
FUEL SYSTEM			SHORT BLOCK		
Steel Fuel Lines	YES	YES	Cylinder Block Casting	YES	YES
Fuel Shutoff Solenoid	YES	YES	Freeze Plugs	YES	YES
Fuel Injectors	NO	YES	Crankshaft	YES	YES
LUBRICATION SYSTEM			Crankshaft Rod, Main & Thrust Bearings	YES	YES
Oil Pan	YES	YES	Connecting Rod Assembly	YES	YES
Engine Oil Pump	YES	YES	Piston, Wrist Pin, Retainer Clip & Piston Rings	YES	YES
Oil Cooler Housing & Core / Bonnet	YES	YES	Piston Cooling Jet Tubes	YES	YES
Oil Filter Base	YES	YES	Cylinder Liner, Seals & Filler Band	YES	YES
ELECTRIC SYSTEM			Main Bearing Cap Bolts	YES	YES
Control Module (ECM)	YES	YES	CYLINDER HEAD		
Sensors: All Engine Sensors	YES	YES	Cylinder Head Casting, Sleeves, Bolts & Gaskets	YES	YES
FRONT AND REAR COVERS			Freeze Plug	YES	YES
Front Covers / Plate / Housing / Gears (& Gaskets)	YES	YES	Spacer Plate & Spacer Plate Gasket	YES	YES
Vibration Damper	YES	YES	Intake & Exhaust Valve (all related components)	YES	YES
Flywheel Housing & Gasket	YES	YES	Roller Follower	YES	YES
MISCELLANEOUS			Valve Mechanism, Rocker Arm, Brackets, Push Tube	YES	YES
Cat Bolts, Attaching Covered Components	YES	YES	Bridge Dowels, Adjusting Screws, Nuts & Shaft	YES	YES
GENERATOR END			Valve Cover & Base	YES	YES
Entire Generator End	YES	YES	Camshaft, Camshaft Bearings, Key, Gear	YES	YES
Generator Controls - operator interface	NO	YES	Camshaft Rear Cover / Seal	YES	YES

Note: any components not listed in this coverage matrix are not covered under Silver or Gold level coverage options.

Platinum Level Coverage Components: All as shipped consist from the factory with Cat part numbers excluding filters, fluids, vee-belts, hoses, power take-offs, paint, batteries and clutches. Also for power modules and rental power units, coverage EXCLUDES enclosures, containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, sound attenuation, sound reduction material, insulation, stabilizing jacks and fire extinguishers. Also, major items that are serialized with unique model nomenclature such as switchgear, automatic transfer switches or uninterruptible power supplies, these require a separate contract

Excellent Coverage

Platinum Plus Level Coverage Components:
All components covered by the Platinum Level Coverage described above, plus all additional Caterpillar components, having a Caterpillar part number, installed by the Caterpillar dealership and accepted by "us" through the Platinum Plus Additional Coverage Component list and Approval Verification form, LEYH0001.

It is the responsibility of the registering dealership to attach the necessary approval and list to the SIMS history for the genset being registered. The process for attaching in the Service Information Management System (SIMSi) history is described in the Global Dealer Administration Manual. The attachment shall include:

- a copy Cat Extended Service Coverage form, and
- list of Caterpillar components complete with the Caterpillar part numbers.

Refer to Section XV for Additional Coverage for Platinum and Platinum Plus level Extended Service Coverage.

RESOLUTION

WHEREAS, the Swift County – Benson Hospital (SCBH) intends to undertake a construction project, at a cost of approximately $5,217,050.00, which will includes 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.

ORDINANCE NUMBER ___

AN ORDINANCE TO VACATE ALLEYS

The City of Benson does ordain:

WHEREAS, THE City Council finds that it is in the best interest of the public that certain alleys, dedicated to the public use and lying within Block Four (4) of McKinney's First Addition to the City of Benson, be vacated in accordance with the Charter of the City of Benson and the laws of the State of Minnesota:

NOW THEREFORE IT IS HEREBY ORDAINED that the following alleys be and are hereby vacated:

Commencing at the Southwest (SW) corner of Lot Ten (10), Block Four (4), McKinney's First Addition to the City of Benson; thence Southeasterly along the South lines of Lots Ten (10), Eleven (11), Twelve (12) and Thirteen (13) of said Block Four (4) to the Southeast (SE) corner of said Lot Thirteen (13); thence continuing Southeasterly on the extension of the last said line a distance of twenty (20) feet to a point on the West line of Lot Three (3) of said Block Four (4); thence Southwesterly along the West line of Lots Three (3), Four (4), Five (5) and Six (6) of said Lot Four (4) to the Southwest (SW) corner of Lot Six (6) of said Lot Four (4); thence Northwesterly on the prolongation of the South line of said Lot Six (6) a distance of twenty (20) feet to the Southeast (SE) corner of Lot Seven (7) of said Block Four (4); thence Northeasterly along the East line of said Lot Seven (7) a distance of one hundred forty (140) feet to the Northeast (NE) corner of said Lot Seven (7); thence Northwesterly along the north line of Lots Seven (7), Eight (8) and Nine (9) of said Lot Four (4) to the Northwest (NW) corner of Lot Nine (9) of said Lot Four (4); thence North on the East line of Lot One (1), Block One (1) of Tatge's First Addition to the City of Benson to the point of beginning.

Reserving however to the City of Benson, its successors and/or assigns a perpetual right of way and easement for the construction, use and maintenance of buried utility lines or systems as may be deemed necessary from time to time over that portion of the vacated property described as follows:

Commencing at the Southeast (SE) corner of Lot Seven (7), Block Four (4), McKinney's First Addition to the City of Benson; thence Southeasterly on the prolongation of the South line of said Lot Seven (7) a distance of seven and one-half (7½) feet; thence Northeasterly on a line parallel to the east line of said Lot Seven (7) a distance of one hundred sixty (160) feet to a point on the Easterly prolongation of the South line of Lot Thirteen (13) of said Block Four (4); thence Northwesterly along said prolongation of the South line of Lot Thirteen (13) a

distance of Seven and one-half (7½) feet to the Southeast (SE) corner of said Lot Thirteen (13); thence Southwesterly a distance of Twenty (20) feet to the Northeast corner of said Lot Seven (7); thence Southwesterly along the east line of said Lot Seven (7) a distance of one hundred forty (140) feet to the point of beginning.

_____
Mayor

Attest:_____
City Clerk

Approved as to Form: _____
City Attorney

1st Reading: _____
2nd Reading: _____
Publication: _____

RESOLUTION NO. _____

RESOLUTION TO ISSUE ORDER TO RAZE AND REMOVE DANGEROUS OR SUBSTANDARD BUILDING.

WHEREAS, the City Council has heard the report of the City Building Inspector regarding the garage on the property located at 212 15th St. S. in Benson, Minnesota, legally described as Lot 7 and the S ½ of Lot 6, Block 42, Morris & Payte's addition to the City of Benson, Swift County, Minnesota,

WHEREAS, the City Council has determined, based on said report, that the garage on the above described property is a dangerous or substandard building,

NOW THEREFORE, pursuant to Chapter 97 of the City of Benson Code of Ordinances and Minnesota Statutes, chapter 463, The City Council of the City of Benson, Minnesota resolves:

1. That the garage located on the above described property is a dangerous or substandard building according to the definitions provided by the City of Benson Code of Ordinances, chapter 97 and Minnesota Statutes, chapter 463.

2. That an order to raze and remove the above described garage be served upon the owners of the above described property in accordance with the City of Benson Code of Ordinances, chapter 97 and Minnesota Statutes, chapter 463.

3. That along with said order, the owners of the above described property will be served with notice of a hearing at which the Council will consider any evidence offered by the person or persons having any estate or interest in the above described structure.

Adopted by the City Council of the City of Benson, Minnesota on _____, 2012.

Approved:

_____
Mayor

Attested:

_____

ORDER FOR RAZING AND REMOVAL OF HAZARDOUS BUILDING

TO: PAULINE WROBLESKI

YOU ARE HEREBY ORDERED to raze and remove the garage on the property located at 212 15th St. S., Benson, Minnesota legally described as Lot 7 and the S ½ of Lot 6, Block 42, Morris & Payte's addition to the City of Benson, Swift County, Minnesota.

This order is made on the grounds that said building is in a hazardous condition and presents a serious threat to the health and safety of the public.

You must complete the razing and removal of said building by no later than _____. If you fail to do so, a motion for summary enforcement of this order will be made to the District Court of Swift County, Minnesota, unless you file an answer to this Order within the time specified by Minnesota Statutes section 463.18.

Dated: _____

CITY OF BENSON

By_____

Flanagan Sales, Inc.

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

QUOTATION - PLAY EQUIPMENT – "IN MOTION" GRANT

To:	City of Bensen 1410 Kansas Avenue Benson, Minnesota 56215	Date:	April 28, 2012
		Contact:	Rob Wolfington
		Phone:	320-843-5448
		Cell:	320-842-7151
Project:	Countryside Park Playground Equipment	Fax:	
		Email:	rob.wolfington@co.swift.mn.us

We are pleased to provide the following quotation on items supplied by **Little Tikes Commercial Play Systems**

Qty.	Item	Description		Unit Price	Extension
1	Custom	Kid Builder Play Structure per attached drawing dated 4-28-12. Includes: --Heavy Duty - 5" O.D. Galvanized Steel Upright Posts --32" Single Wave Slide & 64" Double Slide --Overhead Ring Challenge --Infinity Hi Climb --Shipping to Benson, Minnesota - Combined Shipment --(1) Day of Supervision w/ Community Volunteers --Price Based on Grant Pre-Payment Option**			$22,640.00
		Little Tikes In Motion Outdoors Grant	Deduct		($7,790.00)
			Sub Total		**$14,850.00**
1	Option	Square Roof	Add	**$468.00**	
1	Option	Sign Language Panel - Ground Level	Add	**$527.00**	
		**Note: If 30 Days - Net Terms Are Required	ADD	$1,354.00	

* Prices supply only - Installation not included
* Note: Price of Roof & Sign Language Panel based on shipping with structure.
* Note: All sitework, border, resilient safety surfacing, concrete for footings, heavy equipment for installation, etc....is by owner.

Sub Total	Above
Freight	Included
Tax 6.875%	Included
Total	Above

IMPORTANT INFORMATION:

- Quotation is valid for: 30 Days
- Freight based on shipment to Benson, Minnesota
- Shipment can currently be made in 3 - 4 Weeks upon order entry
- Terms: 100% Pre-payment required
- Pricing based on above quantities – any changes may require a revised quotation.
- ***Orders will be placed upon receipt of a Purchase Order or your signed acceptance of this quotation.***
- **Purchase Orders should be made out to PlayPower LT, Inc.**

Thank You! **Flanagan Sales, Inc.**

Bill Johnson
Representative

ACCEPTED BY:_____ **DATE:**_____

2475 Maplewood Drive • Suite 114 • St. Paul • Minnesota • 55109
Phone: 651.633.0123 • 1.800.328.3557 • Fax: 651.633.1515 • E-mail: wecanhelp@flanagansales.com

COUNTRYSIDE PARK PLAYGROUND
CITY OF BENSON, MINNESOTA

little tikes COMMERCIAL

Playgrounds Fun & Easy!™

FLANAGAN SALES, INC.

2475 MAPLEWOOD DRIVE, SUITE 114
ST PAUL, MINNESOTA 55109
1-800-328-3557
651-633-0123

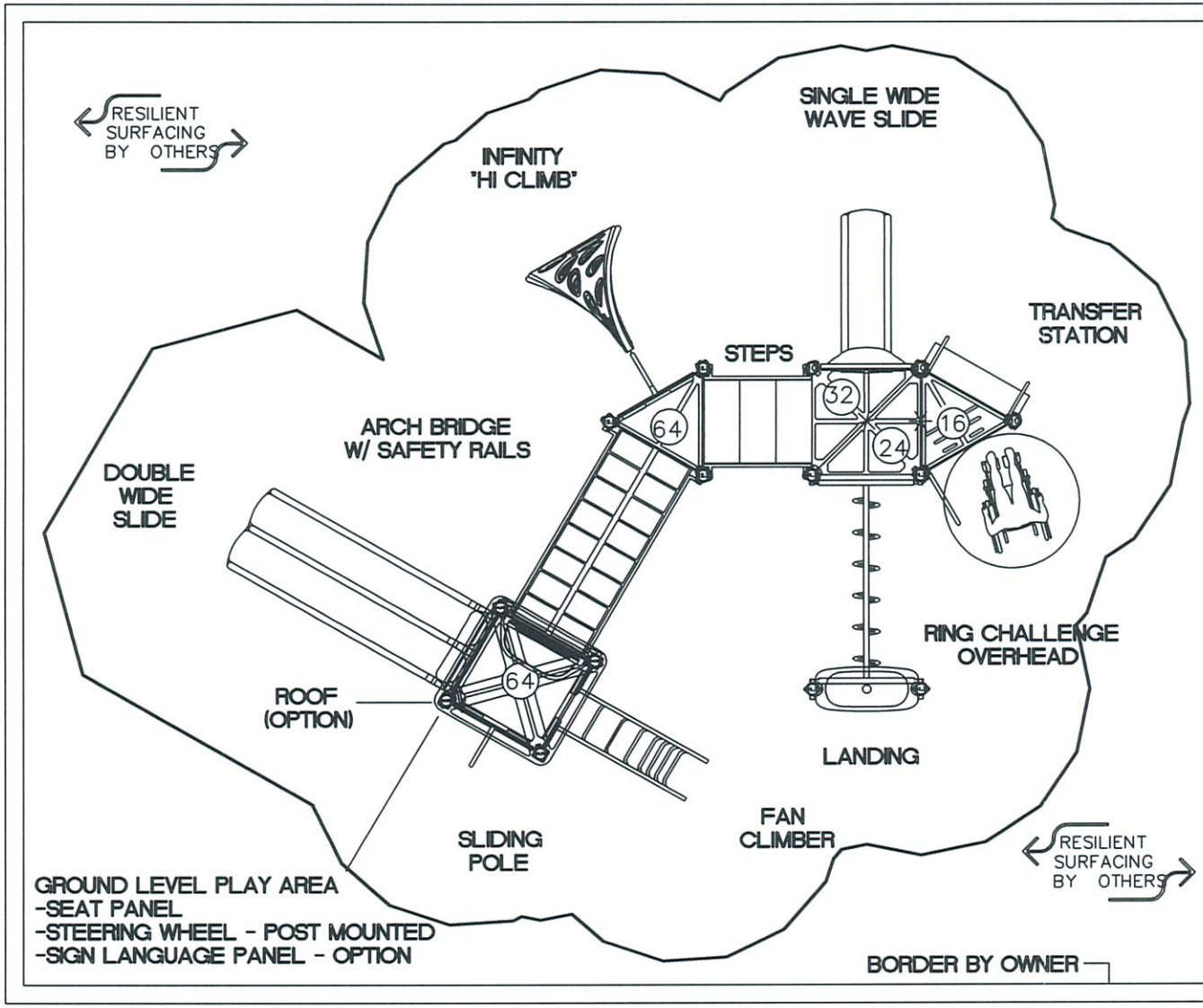
PROJECT:	COUNTRYSIDE PARK
LOCATION:	BENSON, MINNESOTA
EQUIPMENT STYLE	KID BUILDER
FSI REPRESENTATIVE :	BILL JOHNSON
DATE:	4-28-12
REVISION :	
REVISION :	
USER AGE GROUP	5 - 12
PLAY AREA DIMENSIONS	36' X 44'
RESILIENT SURFACING	BY OWNER
BORDER MATERIAL:	BY OWNER

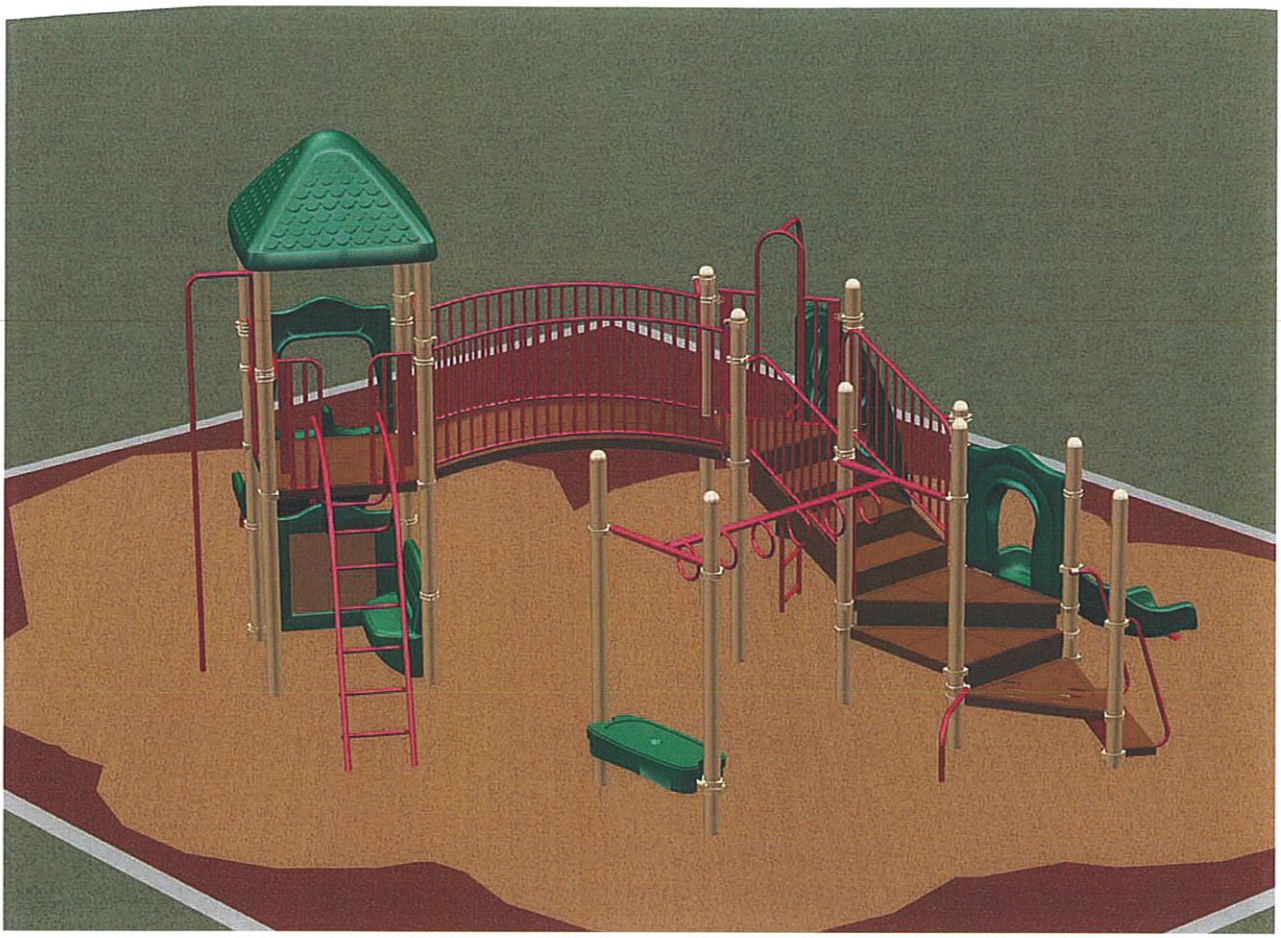
ADA ACCESSIBILITY GUIDELINES (ADAAG COMPLIANCE)

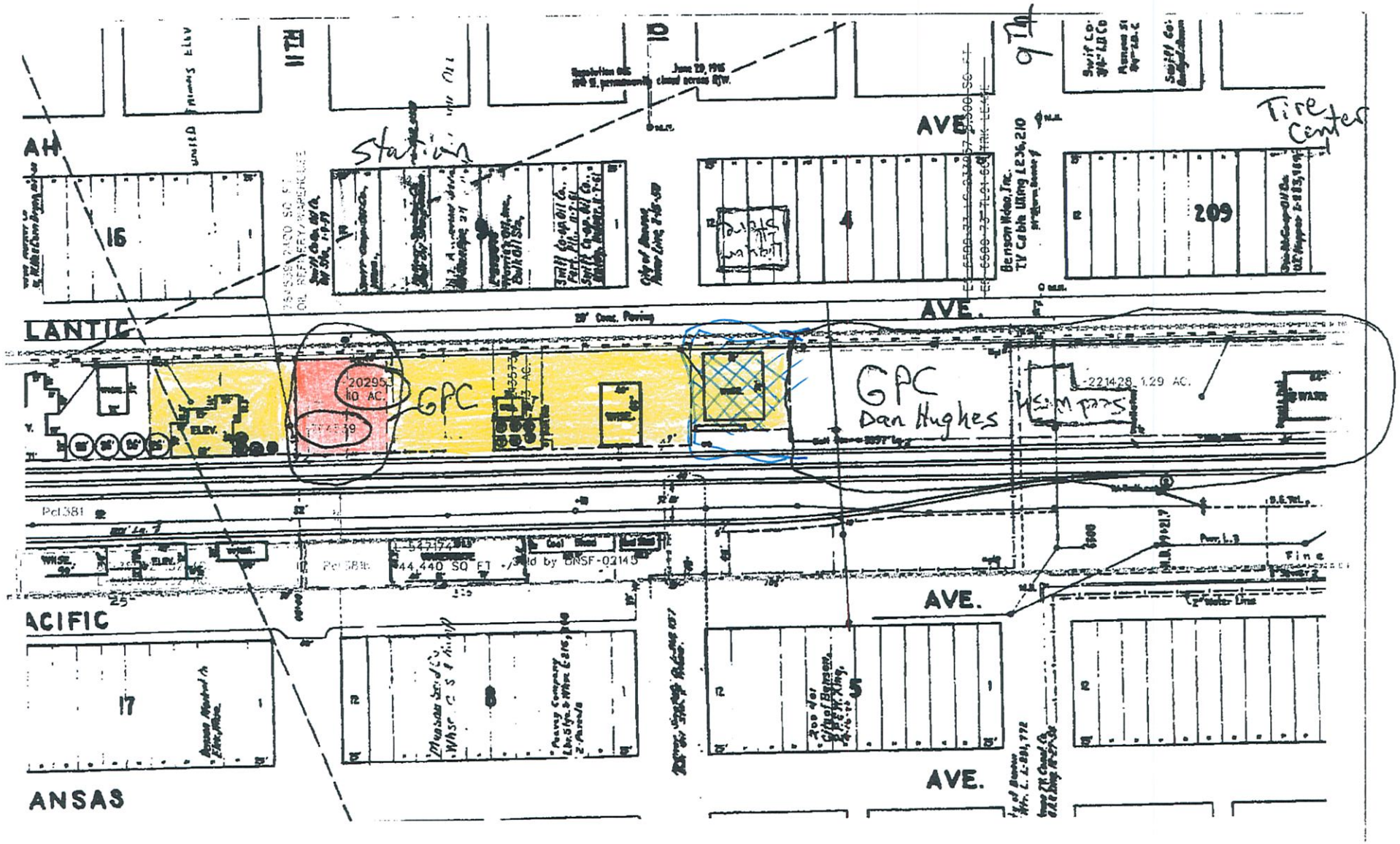
	PROVIDED	REQ'D
ELEVATED PLAY EVENTS :	7	
ACCESSIBLE ELEV EVENTS :	7	4
GROUND LEVEL EVENTS :	3	3
ACCESSIBLE GROUND EVENTS :	3	3
TYPES OF GROUND EVENTS :	3	3

GENERAL NOTES

1. ALL DECK HEIGHTS ARE MEASURED FROM TOP OF GROUND COVER.
2. FALL ABSORBING GROUND COVER IS REQUIRED UNDER AND AROUND ALL PLAY EQUIPMENT.
3. THE MINIMUM RECOMMENDED FALL ZONE (AS SHOWN) IS TO BE FREE OF ALL TRIPPING OR COLLISION HAZZARDS (I.E. ROCKS, ROOTS, BORDER MATERIAL ETC.)
4. THE PLAYSTRUCTURE(S) MEETS THE PERFORMANCE AND SAFETY REQUIREMENTS OF ASTM FOR CHILDREN.
5. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THAT YOU MAKE YOUR PARK AND/OR PLAYGROUND ACCESSIBLE WHEN VIEWED IN IT'S ENTIRITY.



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Dan Hughes
221428 1.29 AC.
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44,440 SQ FT +/- Sold by BNSF-02145
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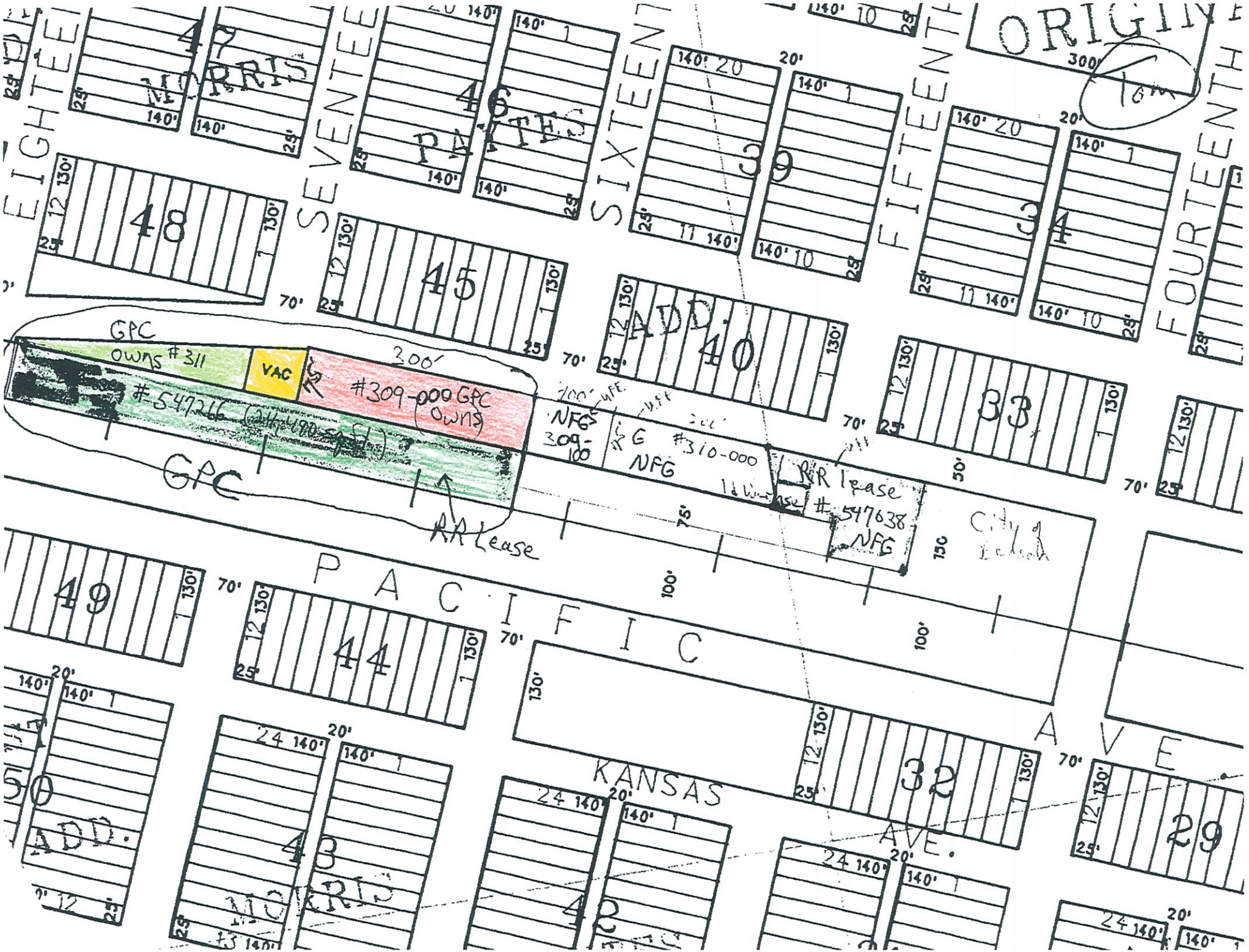

EIGHTEENTH
SEVENTEENTH
SIXTEENTH
FIFTEENTH
FOURTEENTH
ORIGINAL
MORRIS
PATTES
ADD.
GPC
owns #311
VAC
300'
#309-000 GPC
owns
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PACIFIC
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CITY OF BENSON
2012 CONCRETE CRUSHING

BID OPENING: MAY 3, 2012 AT 2:00 P.M.

#	Bidder	Bid Cost Per Ton
1	Central Specialties Inc. Alexandria, MN	$4.04
2	Hard Rock Screening LLC Little Falls, MN	$3.49
3	Commerford Construction Danvers, MN	$6.98
4	Kraemer Trucking & Excavating, Inc. Cold Spring, MN	$4.15

Contractor's Application For Payment No. 9

	Application Period: April 24, 2012	Application Date: April 24, 2012
To (Owner): City of Benson, MN 1410 Kansas Ave, Benson, MN 56215	From (Contractor): KHC Construction, Inc., 703 Ontario Rd N, PO Box 450, Marshall, MN 56258	Via (Engineer): Bonestroo 2335 Hwy 36 West, St. Paul, MN 55113
Project: Benson, MN Water Treatment Facility 2150 Utah Avenue, Benson, MN 56215	Contract: $2,750,000	
Owner's Contract No.:	Contractor's Project No.: 11-02	Engineer's Project No.: Bonestroo No. 37-10121-1

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$ 11,164.37	
2	$ 16,997.06	
TOTALS	$ 28,161.43	$0.00
NET CHANGE BY CHANGE ORDERS		$28,161.43

1. ORIGINAL CONTRACT PRICE	$	$2,750,000
2. Net change by Change Orders	$	$28,161
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	$2,778,161
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	$2,596,319
5. RETAINAGE:		
a. 5 % x $ 2,562,844.21 work completed	$	$128,142
b. 5 % x $ 33,475.00 stored materials	$	$1,674
c. Total Retainage (Line 5a + Line 5b)	$	$129,816
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	$2,466,503
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$2,314,341
8. AMOUNT DUE THIS APPLICATION	$	$152,162
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	$311,658

Contractor's Certification

The undersigned Contractor certifies that: to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, securirty interested and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, securirty interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Kim H Christensen Date: 4-24-12

Payment of: $152,162
(Line 8 or other - attach explanation of other amount)

is recommended by: Ryan Hall (Engineer) 5/3/12 (Date)

Payment of: _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

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	3,938.53	5,731.98	21,600.00	27
FRANCHISE FEES	71,443.30	75,363.00			67,000.00	
BUSINESS LICENSES	7,165.00	7,110.00	1,105.00	950.00	7,200.00	13
NON-BUSINESS LICENSES	815.00	945.00	90.00	305.00	1,000.00	31
BUILDING PERMITS	20,198.05	11,296.50	1,784.50	2,485.00	12,000.00	21
LOCAL GOVERNMENT AID	776,650.00	776,650.00			776,650.00	
HOMESTEAD & AG CREDIT AID	49,264.00	49,668.03				
POLICE TRAINING REIMBURSMENT	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	125,240.46	21,502.95	27,989.37	115,812.00	24
OTHER FED/STATE/LOCAL GRANTS	15,622.00	84,543.12		454.00	15,963.00	3
POLICE SERVICES				1,105.00	200.00	553
DARE REVENUES	434.82	1,611.50		280.00	1,200.00	23
DOG POUND REVENUES	585.00	740.00	120.00	60.00	500.00	12
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	39,111.00	33,072.00	56,500.00	59
FIRE DEPARTMENT CALLS	17,120.00	23,220.00	3,000.00	4,435.00	20,000.00	22
RESQUE SQUAD CALLS	3,276.50	136.76			2,500.00	
BUILDING INSPECTIONS SERVICES	33,298.20	31,087.74	4,361.34	5,981.50	37,000.00	16
STREET REPAIR FEES	2,400.00	1,530.00			2,000.00	
EQUIPMENT RENTALS	9,669.50	3,972.50	2,312.50		8,000.00	
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	1,947.50	2,484.50	9,000.00	28
PARK FEES	17,918.79	17,354.82	1,318.54	2,940.26	17,000.00	17
TREE REMOVAL RECEIPTS	6,205.46	5,348.33		(610.27)	5,000.00	(12)
BUS FARES	34,326.03	34,127.11	7,889.01	7,571.32	34,000.00	22
BUS SIGN ADVERTISING	726.00	570.00	108.00	162.00	700.00	23
HANGER RENTALS - AIRPORT	10,420.00	8,450.00	1,775.00	2,300.00	8,000.00	29
AIRPORT LAND REVENUES	10,684.00	10,164.00			11,000.00	
SALE OF LOTS - CEMETERY	4,200.00	3,520.00	(40.00)	(280.00)	3,500.00	(8)
SODDING FEES - CEMETERY	675.00	840.00	100.00	60.00	600.00	10
CEMETERY MEMORIALS						
CEMETERY MONUMENT FEES	360.00	500.00			300.00	
PARK SIGN RENTALS	290.00	210.00	50.00	55.00	300.00	18
COURT FINES	17,092.21	14,196.11	4,569.11	5,452.38	15,000.00	36
PARKING FINES	2,775.00	2,340.00	925.00	690.00	2,000.00	35

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	6,645.43	9,647.24	20,000.00	48
UNREALIZED GAIN (LOSS) ON INVEST	(361.27)	(1,221.42)				
PROPERTY RENTS	1,024.00	300.00		75.00		
CIVIC CENTER RENT	29,328.04	29,948.04	4,333.34	6,500.01	29,000.00	22
DONATIONS	3,590.00	23,800.00			1,000.00	
SALE OF PROPERTY	6,576.60					
REFUNDS & REIMBURSEMENTS	36,563.35	21,562.11	4,385.58	7,185.39	30,000.00	24
REIMBURSEMENTS - GAS & OIL	16,801.10	25,585.51	1,913.06	3,649.19	15,000.00	24
OTHER REVENUE	24,682.79	8,275.13	351.42	573.57	10,000.00	6
MANAGEMENT FEE-EDA & RL FUND	22,192.00	20,075.00			22,000.00	
MANAGEMENT FEES - GARBAGE FUND	8,005.00	8,166.00	2,014.82	2,082.00	8,328.00	25
MANAGEMENT FEE - WATER FUND	34,920.00	35,618.00	8,904.17	9,082.50	36,330.00	25
MANAGEMENT FEE - ELECTRIC FUND	157,085.00	160,226.00	40,056.20	40,857.20	163,430.00	25
MANAGEMENT FEE - LIQUOR FUND	23,195.00	23,658.00	5,914.50	6,032.80	24,130.00	25
MANAGEMENT FEE - SEWER FUND	45,336.00	46,242.00	11,560.47	11,791.50	47,166.00	25
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	3,246,497.41	209,337.13	225,430.35	3,256,907.00	7
GENERAL FUND EXPENDITURES						
MAYOR & COUNCIL						
SALARIES - CITY COUNCIL	15,880.00	16,045.00	3,990.00	3,770.00	16,000.00	24
PENSIONS	1,214.88	1,227.50	305.25	288.42	1,250.00	23
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	111.48	22.16	1,300.00	2
TRAINING & INSTRUCTION	1,162.00	866.00	255.00	870.00	1,000.00	87
PRINTING & PUBLISHING	2,031.46	2,562.62	609.34	127.15	2,500.00	5
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	24,908.27	28,314.23	46,450.00	61
ADMINISTRATION & FINANCE						
SALARIES	285,604.84	271,234.27	65,088.98	58,459.10	275,950.00	21
PENSIONS	49,546.74	46,309.83	11,437.40	10,173.94	48,800.00	21
HEALTH, LIFE, DISB + CAFETERIA	60,520.93	70,491.25	13,826.02	16,348.76	59,100.00	28
OFFICE SUPPLIES	6,121.86	6,762.17	1,420.78	2,037.79	6,000.00	34
DUPLICATING & COPYING	3,734.91	3,602.80	928.60	879.05	4,000.00	22

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	1,212.90	1,742.70	3,000.00	58
SAFETY AND DRUG TESTING	486.06	309.50	64.50		600.00	
GAS & OIL	2,877.75	3,203.53	717.27	563.21	3,200.00	18
EQUIPMENT REPAIR PARTS	462.35	1,628.70	601.20	98.35	1,500.00	7
SMALL TOOLS AND EQUIPMENT	4,216.03	1,354.54	49.90	1,183.90	4,000.00	30
UTILITY CONTRACTED SERVICES	12,000.00	12,000.00	3,000.00	3,000.00	12,000.00	25
OTHER CONTRACTED SERVICES	7,864.86	11,881.00	3,557.25	1,458.00	8,000.00	18
CONSULTING SERVICES	2,734.37	1,500.00	1,125.00	2,304.96	4,000.00	58
TELEPHONE	10,029.77	10,168.73	2,139.39	2,047.74	10,000.00	20
TRAVEL EXPENSE	2,906.14	4,522.37	1,191.09	2,555.18	4,000.00	64
TRAINING & INSTRUCTION	2,197.43	1,570.95	668.25	1,155.00	3,000.00	39
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	451.92	502.15	2,200.00	23
TOTAL: ADMINISTRATION & FINANCE	459,663.90	457,018.83	112,310.45	108,516.83	454,750.00	24
ELECTIONS						
TEMPORARY SALARIES	1,438.14	960.42			2,000.00	
OFFICE SUPPLIES	2,391.38	2,997.78		88.86	2,500.00	4
TOTAL: ELECTIONS	3,829.52	3,958.20		88.86	4,500.00	2
AUDITING & ACCTING SERVICES	18,100.00	18,600.00			19,000.00	
ASSESSING SERVICES CONTRACTED	17,567.00	17,413.00			17,500.00	
CITY ATTORNEY						
OFFICE SUPPLIES	1,350.66	220.27	6.39	196.00	200.00	98
CITY ATTORNEY CONTRACT	25,227.75	26,889.75	6,647.50	4,605.50	24,100.00	19
TOTAL: CITY ATTORNEY	26,578.41	27,110.02	6,653.89	4,801.50	24,300.00	20
CITY HALL						
BUILDING MAINTENANCE & SUPPL	12,753.40	13,118.98	747.69	1,036.36	10,000.00	10
CONTRACTED SERV - CLEANING	2,820.35	2,959.53	675.00	666.00	3,000.00	22
INSURANCE	3,841.00	3,480.00	3,480.00	4,100.00	4,000.00	103
UTILITIES	9,803.66	10,523.96	3,672.10	3,036.70	11,000.00	28
HEATING COST	4,844.58	5,764.25	3,547.77	2,548.57	6,500.00	39
TOTAL: CITY HALL	34,062.99	35,846.72	12,122.56	11,387.63	34,500.00	33

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	89,266.34	85,134.57	427,598.00	20
PENSIONS	69,442.77	68,281.48	15,836.06	15,035.63	79,398.00	19
HEALTH, LIFE & DISB INSURANCE	86,578.44	61,122.47	15,245.42	17,527.92	83,972.00	21
OFFICE SUPPLIES	5,157.25	4,097.71	1,107.95	981.58	6,400.00	15
GAS & OIL	17,433.93	21,873.85	5,662.87	5,489.64	21,000.00	26
OPERATING SUPPLIES	10,968.31	6,996.56	1,476.82	3,875.03	10,000.00	39
UNIFORM ALLOWANCE	5,116.47	5,504.74	1,122.78	4,585.63	8,000.00	57
PERSONNEL TESTING & RECRUIT		3,317.26		541.70	1,500.00	36
INVESTIGATIONS	12,601.68	8,172.43	1,165.75	1,420.00	10,000.00	14
EQUIPMENT REPAIR PARTS	2,608.51	784.57	144.05	22.42	2,500.00	1
EQUIPMENT REPAIRS CONTRACTED	9,054.65	8,078.06	986.62	4,653.39	9,000.00	52
SMALL TOOLS & EQUIPMENT	7,488.09	4,250.15	772.50	46.01	9,000.00	1
CONTRACTED RECORDS MAINT					5,000.00	
TELEPHONE	5,364.87	5,857.41	1,039.40	1,692.20	6,000.00	28
DARE EXPENDITURES	1,218.00	2,116.58	604.53		2,000.00	
TRAVEL EXPENSE	1,664.26	2,993.83	1,320.36	298.87	3,000.00	10
TRAINING & INSTRUCTION	4,540.82	5,387.10	3,653.10	2,840.00	5,000.00	57
INSURANCE	15,654.00	15,570.00	15,570.00	16,037.00	16,640.00	96
WORKERS COMPENSATION	16,880.00	18,969.00	18,969.00	17,835.00	21,113.00	84
RENTS	1,920.00	1,680.00	300.00	540.00	1,600.00	34
DUES & SUBSCRIPTIONS	1,776.59	1,114.95	931.95	1,831.31	1,800.00	102
DOG POUND EXPENSES	1,406.75	1,771.06	80.00	90.00	1,700.00	5
TOTAL: POLICE DEPARTMENT	679,909.04	633,649.28	175,255.50	180,477.90	732,221.00	25
FIRE DEPARTMENT						
PART TIME - SALARIES	40,034.35	43,738.10	968.85	968.85	56,500.00	2
OFFICE SUPPLIES	91.32	1,299.83	483.46		750.00	
GAS & OIL	2,087.17	2,791.07	409.09	1,134.26	3,500.00	32
OPERATING SUPPLIES	6,246.42	4,273.57	141.02	799.87	5,000.00	16
EQUIPMENT REPAIR PARTS	1,963.55	4,973.17	171.65	153.00	4,000.00	4
EQUIPMENT REPAIR CONTRACTUAL	4,885.31	2,499.49		1,504.90	5,000.00	30
RADIO REPAIRS CONTRACTED	1,121.90	410.47	208.49		1,500.00	
BUILDING MAINTENANCE & SUPPL	8,638.30	5,165.98	840.21	758.36	4,000.00	19
BUILDING REPAIRS CONTRACTED		7,627.00	368.41			
SMALL TOOLS & EQUIPMENT	7,425.27	6,390.73	49.90	950.46	6,000.00	16
TELEPHONE	176.05	188.80	43.65	29.34	250.00	12
CONTRACTED SERVICES	440.00	28,893.13	7,325.00	175.23	2,500.00	7
TRAVEL EXPENSE	142.26	100.43			1,500.00	
TRAINING & INSTRUCTION	6,201.22	8,140.52	3,864.67	1,150.00	5,000.00	23
INSURANCE	11,535.00	11,958.00	11,958.00	12,760.00	12,500.00	102

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	923.48	1,128.18	4,000.00	28
HEATING COST	3,521.65	3,052.49	2,018.04	1,087.03	4,500.00	24
HYDRANT RENTALS/FIRE SERVICE	10,000.00	10,000.00	2,499.99	2,499.99	10,000.00	25
DUES & SUBSCRIPTIONS	274.00	289.00	249.00	255.00	500.00	51
TOTAL: FIRE DEPARTMENT	115,360.03	153,094.34	40,085.91	32,100.47	135,000.00	24
BUILDING DEPARTMENT						
SALARIES	43,613.44	44,262.40	9,317.44	9,584.96	47,410.00	20
PENSIONS	7,564.74	7,785.54	1,643.27	1,688.75	8,490.00	20
HEALTH, LIFE AND DISABILITY	9,668.60	9,672.80	2,454.24	2,527.16	11,220.00	23
GAS	381.22	417.13	50.00	119.68	400.00	30
OPERATING SUPPLIES	947.67	1,638.68	803.32	74.09	2,000.00	4
CONTRACTED SERV.-OTHER EXPENSE	2,291.25	6,124.41	200.00	49.00	5,500.00	1
TELEPHONE	735.74	739.44	185.02	186.70	750.00	25
TRAVEL EXPENSE	3,660.58	3,332.18	904.74	1,355.53	4,000.00	34
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	15,763.03	15,940.87	80,270.00	20
HIGHWAY STREETS & ROADS						
SALARIES	189,696.81	178,517.17	43,780.07	39,695.32	187,650.00	21
PENSIONS	32,029.12	30,461.97	7,155.53	6,699.42	32,570.00	21
HEALTH, LIFE & DISB INSURANCE	22,943.47	26,907.24	7,497.99	6,487.37	28,490.00	23
OFFICE SUPPLIES	1.26	169.43		13.40	350.00	4
GAS & OIL	34,761.25	38,717.30	16,464.61	6,621.45	50,000.00	13
OPERATING SUPPLIES	7,537.35	8,118.26	1,303.90	2,354.43	8,000.00	29
STREET MARKINGS & SIGNS	14,011.49	8,466.35		239.62	9,000.00	3
SHOP SUPPLIES	359.42	897.98	51.24	307.92	1,000.00	31
EQUIPMENT REPAIR PARTS	12,141.79	12,513.99	1,142.21	5,466.19	15,000.00	36
TIRES	9,663.36	7,102.65	6,833.39		8,000.00	
EQUIPMENT REPAIRS CONTRACTED	6,967.52	22,779.24	1,366.25	1,113.25	8,000.00	14
STREET MAINTENANCE-MATERIALS	11,075.81	101,069.80			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	31,355.20	480.00	10,000.00	5
BUILDING MAINTENANCE & SUPPL	5,126.42	3,437.61	772.44	459.41	2,500.00	18
SMALL TOOLS & EQUIPMENT	1,948.03	1,242.27	504.74	713.56	2,500.00	29
TELEPHONE				225.00		
TRAVEL EXPENSE	351.39	330.98	53.55	208.94	450.00	46
TRAINING & INSTRUCTION	586.40	995.59	525.50	190.00	800.00	24

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	1,331.24	1,150.75	4,500.00	26
HEATING COST	3,248.65	2,923.48	1,705.32	910.97	3,800.00	24
STREET LIGHTING UTILITIES	69,770.84	66,344.85	18,543.86	17,089.34	71,000.00	24
LAUNDRY	751.31	894.39	245.92	228.02	950.00	24
TOTAL: STREET DEPARTMENT	539,688.83	603,800.61	185,171.80	130,785.93	555,360.00	24
ORGANIZED RECREATION						
MANAGEMENT FEES	14,920.69	15,712.48			16,000.00	
SENIOR CITIZEN PROGRAM	10,866.48	12,625.02	1,929.06	1,931.54	12,400.00	16
TOTAL: ORGANIZED RECREATION	25,787.17	28,337.50	1,929.06	1,931.54	28,400.00	7
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	629.58	22,000.00	3
BUILDING MAINTENANCE & SUPPL	5,033.64	6,559.59	44.57		16,000.00	
BUILDING REPAIRS CONTRACTED	8,187.72	1,956.37		1,224.00	6,000.00	20
CONCESSION SUPPLIES	8,576.60	8,403.10			9,000.00	
TELEPHONE	355.23	399.12	72.66	88.38	400.00	22
INSURANCE	7,594.00	8,467.73	8,124.00	8,364.00	8,400.00	100
UTILITIES	10,441.10	10,777.80	343.64	200.76	11,000.00	2
HEATING COST	3,713.78	7,174.43			8,000.00	
TOTAL: SWIMMING POOL	103,622.21	109,767.72	9,072.38	10,506.72	123,860.00	8
ARMORY						
OPERATING SUPPLIES	296.11	84.20			400.00	
BUILDING MAINT & SUPPLIES	1,826.99	573.86	61.00	165.79	2,000.00	8
CONTRACTED SERVICES	343.45	313.56	99.23	142.16	500.00	28
TELEPHONE	501.51	502.37	125.85	126.00	500.00	25
INSURANCE	1,400.00	1,479.00	1,479.00	1,800.00	1,500.00	120
UTILITIES	2,548.34	1,801.37	603.77	586.59	2,600.00	23
HEATING COST	2,808.67	2,473.67	1,207.03	776.71	3,000.00	26
TOTAL: ARMORY	9,725.07	7,228.03	3,575.88	3,597.25	10,500.00	34
PARKS						
SALARIES	66,678.38	66,185.57	10,187.79	12,092.73	69,740.00	17
PENSIONS	9,018.93	8,890.09	1,516.43	1,703.70	9,180.00	19

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	2,243.36	2,547.42	10,005.00	25
MOSQUITO SPRAY & SUPPLIES					8,000.00	
CHEMICALS & CHEM SUPPLIES	3,036.06	1,961.57			5,000.00	
GAS & OIL	8,121.28	9,617.81	1,260.85	603.74	8,000.00	8
OPERATING SUPPLIES	13,596.53	10,553.18	1,207.97	1,193.22	10,000.00	12
LANDSCAPING MATERIALS	8,093.16	2,221.54		129.79	5,000.00	3
EQUIPMENT REPAIR PARTS	5,805.14	7,937.42	2,347.21	3,677.76	5,000.00	74
EQUIPMENT REPAIRS CONTRACTED	2,170.09	4,239.12	615.41		3,000.00	
BUILDING REPAIR AND MAINT	2,816.17	3,412.47	249.16	1,641.57	3,500.00	47
SMALL TOOLS & EQUIPMENT	4,213.09	8,106.95	1,927.87	69.20	2,000.00	3
CONTRACTED SERVICES-MOWING	4,715.29	3,705.24			5,000.00	
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		1,231.75	5,000.00	25
TELEPHONE	351.48	352.23	88.23	163.38	500.00	33
TRAVEL EXPENSE	122.43	262.46	42.79	419.15	600.00	70
TRAINING & INSTRUCTION	103.30	135.75	75.75	175.00	300.00	58
INSURANCE	12,305.00	12,516.00	12,516.00	13,262.00	13,000.00	102
UTILITIES	10,504.98	7,600.45	1,102.69	1,060.18	8,000.00	13
RENT	1,800.00	1,800.00	450.00	450.00	1,800.00	25
CEMETERY	1,983.08	5,084.86	609.75	23.99	6,500.00	0
TOTAL: PARK DEPARTMENT	186,087.45	184,533.55	36,441.26	40,547.60	204,125.00	20
LODGING TAX EXPENSES	23,199.89	21,582.44	8,145.77	5,872.47	28,250.00	21
PROPERTY TAX ABATEMENTS	15,947.02	17,205.64			20,900.00	
NOT ALLOCATED	14,756.37	6,426.04	(858.73)		10,000.00	
PUBLIC TRANSIT						
SALARIES	84,294.66	80,383.83	17,209.09	19,335.73	84,800.00	23
PENSIONS	11,785.08	11,498.66	2,435.91	2,712.46	11,500.00	24
HEALTH, LIFE & DISB INSURANCE	15,321.12	17,176.85	4,109.54	3,831.15	22,320.00	17
GAS & OIL	18,791.26	26,282.27	6,947.88	6,874.53	23,986.00	29
PERSONNEL TESTING						
OPERATING SUPPLIES	2,624.99	1,158.98	317.82	712.15	1,500.00	47
EQUIPMENT REPAIR PARTS	11,256.48	5,872.09	265.83	403.33	7,500.00	5
TIRES	2,191.79	1,115.77	1,115.77		1,200.00	
TELEPHONE	482.11	478.78	120.22	120.64	450.00	27
TRAVEL EXPENSE	711.61	17.92		124.08	700.00	18
TRAINING & INSTRUCTION	366.00	316.00	116.00		200.00	
ADVERTISING					300.00	
INSURANCE	4,800.00	4,872.00	4,872.00	4,900.00	5,000.00	98

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	1,125.00	1,125.00	4,500.00	25
DUES AND SUBSCRIPTIONS						
TOTAL: PUBLIC TRANSIT	162,577.10	160,840.15	45,347.06	46,317.07	170,456.00	27
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		18,975.04	14,000.00	136
OPERATING SUPPLIES	5,177.59	3,668.73	975.01	820.69	3,500.00	23
BUILDING MAINTENANCE & SUPPL	4,876.52	9,329.11	1,187.36	1,916.46	5,000.00	38
MANAGEMENT FEES	4,200.00	4,200.00	1,050.00	1,050.00	4,500.00	23
CONTRACTED SERVICES	2,500.00			110.00		
TELEPHONE	828.01	842.28	210.71	210.56	900.00	23
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	302.70	245.93	1,200.00	20
TOTAL: AIRPORT	56,087.15	58,174.95	11,263.74	30,859.45	45,630.00	68
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	6,500.01	6,500.01	26,000.00	25
TOTAL GENERAL FUND EXPENDITURES	3,038,866.00	3,112,358.35	709,687.84	662,194.78	3,201,309.00	21
TOTAL REVENUES LESS EXPENDITURES	73,359.95	134,139.06	(500,350.71)	(436,764.43)	55,598.00	(786)

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						
RENTALS	80.00				100.00	
DONATIONS	25.00	4,000.00		205.00		
BUILDING DONATIONS						
SALE OF PROPERTY						
REFUNDS & REIMBURSEMENTS	2,138.78	1,776.97	282.93	374.58	2,000.00	19
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	1,454.69	1,924.04	138,871.00	1
EXPENDITURES						
OFFICE & OPERATING SUPPLIES	1,522.78	2,226.72	356.68	488.51	5,000.00	10
EQUIPMENT REPAIRS					500.00	
BUILDING MAINTENANCE & SUPPL	5,144.06	5,992.98	878.14	841.17	5,500.00	15
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	1,050.00	1,050.00	5,000.00	21
TELEPHONE	909.75	893.73	222.30	237.69	950.00	25
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	1,214.78	1,105.09	6,100.00	18
HEATING COST	1,790.71	1,768.60	726.22	422.28	1,900.00	22
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	28,055.87	25,212.49	138,871.00	18
TOTAL REVENUES LESS EXPENDITURES	(5,799.16)	2,600.63	(26,601.18)	(23,288.45)		

CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 31Mar2012

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	104,880.81	129,462.49	540,000.00	24
CONNECTION FEES	500.00				250.00	
FIRE SERVICE FEE	10,000.00	10,000.00	2,500.00	2,500.00	10,000.00	25
REFUNDS & REIMBURSEMENTS	5,674.46	8,820.82	9,106.55	2,383.17	4,000.00	60
TOTAL REVENUES	345,019.88	477,357.10	116,487.36	134,345.66	554,250.00	24
EXPENDITURES						
SALARIES	95,477.11	97,494.60	22,614.28	20,552.03	100,000.00	21
EARNED BENEFITS	856.37	(307.46)			1,200.00	
FRINGE BENEFITS	33,006.20	36,233.81	8,279.01	8,776.57	36,360.00	24
OFFICE SUPPLIES	769.45	560.69	37.47		1,000.00	
CHEMICALS & CHEMICAL SUPPLIES	5,561.92	7,989.64	2,636.98	602.44	7,000.00	9
GAS & OIL	3,663.88	3,644.10	915.47	796.91	3,700.00	22
OPERATING SUPPLIES	3,560.53	5,489.76	572.88	628.57	4,500.00	14
LABORATORY AND TESTING	2,234.80	1,099.43	164.44	238.36	2,000.00	12
EQUIPMENT REPAIR & MAINTENANCE	7,909.50	754.09	129.12	4.79	6,000.00	0
MAINTAIN SYSTEM	40,870.69	41,301.77	2,622.52	382.80	31,000.00	1
BUILDING REPAIR & MAINTENANCE	17,191.30	2,845.05	2,335.06	52.35	2,000.00	3
MANAGEMENT FEES	34,920.00	35,618.00	8,904.20	9,082.50	36,330.00	25
TELEPHONE	313.94	279.61	66.93	209.92	350.00	60
TRAVEL	1,503.59	594.49	315.64	265.18	1,500.00	18
TRAINING	997.73	1,080.35	585.25	350.00	1,000.00	35
MARKETING		2,695.33	2,037.33		1,000.00	
INSURANCE	10,170.00	10,342.00	2,585.80	2,692.40	11,000.00	24
WORK COMP INSURANCE	4,856.00	6,501.00	1,235.25	1,185.00	5,500.00	22
ELECTRIC UTILITIES	43,795.69	40,628.79	12,839.19	7,833.50	45,000.00	17
DEPRECIATION	98,605.63	100,088.73	22,094.91	24,513.95	93,000.00	26
MISCELLANEOUS	3,542.39	4,702.55	1,805.03	2,036.42	4,000.00	51
INTERDEPARTMENTAL CHARGES	12,375.00	12,375.00	3,093.75	3,093.75	12,375.00	25
TOTAL EXPENDITURES	422,181.72	412,011.33	95,870.51	83,297.44	405,815.00	21
OPERATING PROFIT/(LOSS)	(77,161.84)	65,345.77	20,616.85	51,048.22	148,435.00	34

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	2,029.37	2,606.92	9,000.00	29
CONTRIBUTED CAPITAL DEPRECIAT'N						
GAIN/LOSS ON FIXED ASSET SALE	(1,784.00)					
INTEREST EXPENSE	(16,690.31)	(14,811.37)	(1,664.04)	(9,167.88)	(50,700.00)	18
GRANTS & CONTRIBUTED CAPITAL						
NET INCOME/(LOSS)	(84,138.64)	56,954.20	20,982.18	44,487.26	106,735.00	42

CITY OF BENSON
BUDGET REPORT
FOR MONTH ENDED 31Mar2012

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	183,017.94	186,853.74	760,000.00	25
CONNECTION FEES	2,000.00				2,000.00	
REFUNDS & REIMBURSEMENTS	1,994.86	8,466.46	142.39	(2,275.15)	2,000.00	(114)
TOTAL REVENUES	742,628.63	765,266.85	183,160.33	184,578.59	764,000.00	24
EXPENDITURES						
SALARIES	6,733.88	15,097.19	970.50	1,166.57	13,000.00	9
EARNED BENEFITS	1,202.24	(2,156.52)				
FRINGE BENEFITS	2,151.03	8,323.96	304.14	454.88	4,700.00	10
OFFICE SUPPLIES	254.53	135.94			300.00	
CHEMICALS & CHEMICAL SUPPLIES						
GAS & OIL	1,471.95	2,280.98	268.92		2,000.00	
OPERATING SUPPLIES	465.01	561.96	92.21	200.25	500.00	40
LABORATORY AND TESTING		8.85				
CONTRACTED SERVICES-TESTING						
EQUIPMENT REPAIR & MAINTENANCE	21,380.56	6,740.96	13,538.99	217.85	5,500.00	4
MAINTAIN SYSTEM	18,584.47	22,102.80	3,201.90	288.00	22,000.00	1
BUILDING REPAIR & MAINTENANCE	750.40	1,114.02	699.05		1,000.00	
CONTRACTED OPERATIONS	250,440.00	273,652.00	70,422.00	73,167.00	276,400.00	26
MANAGEMENT FEES	45,336.00	46,242.00	11,560.50	11,791.50	47,166.00	25
TELEPHONE	313.91	279.57	66.93	59.92	400.00	15
TRAVEL	748.39	19.69		224.44	500.00	45
TRAINING	133.33	252.54	100.00	60.00	400.00	15
INSURANCE	15,868.00	16,282.00	4,070.80	4,167.10	17,000.00	25
WORK COMP INSURANCE	406.00	299.00	299.00	527.00		
ELECTRIC UTILITIES	33,684.53	36,269.36	10,803.46	11,617.09	36,000.00	32
HEAT	5,956.55	5,835.89	2,501.77	1,688.01	6,000.00	28
DEPRECIATION	316,883.23	305,737.51	75,567.12	76,977.96	300,000.00	26
MISCELLANEOUS	4,801.06	4,686.48	1,599.89	1,655.38	5,200.00	32
INTERDEPARTMENTAL CHARGES	21,360.00	21,360.00	5,340.00	5,340.00	21,360.00	25
TOTAL EXPENDITURES	748,925.07	765,126.18	201,407.18	189,602.95	759,426.00	25
OPERATING PROFIT/(LOSS)	(6,296.44)	140.67	(18,246.85)	(5,024.36)	4,574.00	(110)

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	3,400.97	1,595.33	12,000.00	13
CONTRIBUTED CAPITAL DEPRECIAT'N						
INTEREST EXPENSE	(81,549.90)	(76,783.89)	(10,265.64)	(9,639.20)	(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)	(25,111.52)	(13,068.23)	(55,426.00)	24

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	684.50	554.73	4,000.00	14
GARBAGE BILLINGS	163,530.20	162,484.58	40,529.01	40,609.63	163,000.00	25
OTHER REVENUE	202.15	279.39	216.80	181.84	200.00	91
TOTAL REVENUES	168,128.34	166,844.69	41,430.31	41,346.20	167,200.00	25
EXPENDITURES						
OPERATING SUPPLIES	914.45	1,265.42	641.87	173.16	1,200.00	14
MANAGEMENT FEES	8,005.00	8,166.00	2,014.76	2,082.00	8,328.00	25
CONTRACTED GARBAGE PICKUP	104,167.92	103,944.00	25,986.00	25,986.00	114,000.00	23
REFUSE DISPOSAL	45,578.40	44,606.40	10,014.40	9,886.40	48,000.00	21
UNCOLLECTABLE ACCOUNTS	899.74	607.35			1,000.00	
TOTAL EXPENDITURES	159,565.51	158,589.17	38,657.03	38,127.56	172,528.00	22
OPERATING PROFIT/(LOSS)	8,562.83	8,255.52	2,773.28	3,218.64	(5,328.00)	(60)
INTEREST INCOME	1,824.43	2,039.60	489.90	538.01	1,900.00	28
NET INCOME/(LOSS)	10,387.26	10,295.12	3,263.18	3,756.65	(3,428.00)	(110)

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	890,682.45	837,657.36	3,361,000.00	25
MISCELLANEOUS	38,966.50	46,313.00	7,231.44	7,677.45	46,000.00	17
ADMINISTRATIVE SERVICES	11,999.99	12,000.01	3,000.02	3,000.02	12,000.00	25
INTERDEPARTMENTAL CHARGES	33,735.00	33,735.00	8,433.75	8,433.75	33,735.00	25
REFUNDS AND REIMBURSEMENTS	45,644.59	83,799.90	1,234.28	18,428.59	20,000.00	92
CONSERVATION REBATES	29,534.11	22,140.50	6,927.50	18,207.49	25,000.00	73
GENERATION CAPACITY REVENUE	44,352.00	46,730.00	11,088.00	11,730.00	46,800.00	25
DEDICATED CAPACITY REVENUE	300,000.00	306,000.00	76,500.00	76,500.00	309,000.00	25
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	77,051.93	67,792.03	420,000.00	16
TOTAL REVENUES	4,270,806.49	4,268,537.09	1,084,400.75	1,051,954.29	4,283,535.00	25
EXPENDITURES						
ADMINISTRATION						
SALARIES	75,287.45	79,655.27	17,148.43	17,172.23	75,150.00	23
EARNED BENEFITS	7,616.21	(7,655.87)			3,000.00	
FRINGE BENEFITS	30,063.92	46,082.51	9,028.56	7,563.36	32,420.00	23
OFFICE SUPPLIES	5,646.24	6,359.89	1,985.06	1,294.08	6,000.00	22
POSTAGE	2,456.25	2,756.05	1,226.30	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	40,056.20	40,857.20	163,430.00	25
CONTRACTED SERVICES	8,139.35	14,069.22	745.05		15,000.00	
DATA PROCESSING SERVICES	23,906.11	22,349.10	2,602.09	5,803.42	25,000.00	23
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	2,219.09	1,915.96	9,000.00	21
TRAVEL EXPENSE	1,265.90	2,534.59	378.17	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	1,406.49	1,351.40	10,000.00	14
INSURANCE	21,710.00	21,938.00	6,040.40	6,336.00	24,000.00	26
DEPRECIATION	473,334.93	471,018.92	105,396.06	115,180.92	450,000.00	26
MISCELLANEOUS	25,218.80	14,620.31	1,007.15	702.99	5,000.00	14
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	13,638.88	29,665.03	51,000.00	58
TOTAL ADMINISTRATION	920,245.01	921,152.09	211,014.15	238,058.00	905,700.00	26

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	117.37	218.30	2,000.00	11
EQUIPMENT REPAIR & MAINTENANCE	44,033.47	34,831.97	8,710.19	16,062.60	36,000.00	45
BUILDING REPAIR & MAINT	505.04	4,094.51	148.05	134.32	2,000.00	7
CONTRACTED SERVICES	1,918.00	8,620.35	116.00	8,943.50	3,000.00	298
UTILITIES	32,493.92	34,742.22	13,598.64	10,601.30	35,000.00	30
MISCELLANEOUS	160.32	758.19	126.40	734.03	500.00	147
TOTAL POWER PRODUCTION	86,864.53	108,457.24	22,816.65	61,087.05	98,500.00	62
DISTRIBUTION						
GAS & OIL	8,325.02	10,440.98	2,539.66	2,493.77	8,000.00	31
OPERATING SUPPLIES	22,927.13	9,314.28	1,591.39	3,115.94	12,000.00	26
EQUIPMENT REPAIRS & MAINT	9,658.64	17,015.82	10,235.83	5,613.15	20,400.00	28
MAINTAIN SYSTEM	41,409.46	41,178.90	193.31	1,424.31	30,000.00	5
MAINTAIN STREET LIGHTS	29,808.06	40,703.15		985.40	15,000.00	7
BUILDING REPAIR & MAINTENANCE	8,952.08	4,291.59	176.28	540.08	5,000.00	11
PURCHASED POWER	1,589,950.48	1,587,071.12	439,204.20	405,117.60	1,613,000.00	25
WHEELING	303,747.73	286,004.81	67,765.56	72,937.62	285,000.00	26
BACKUP POWER AGREEMENT COSTS	303,094.70	264,728.10	62,919.10	49,578.99	240,000.00	21
MISSOURI RIVER CONTRACT	514,295.53	512,798.98	119,063.87	112,595.78	520,000.00	22
TELEPHONE	1,247.15	1,070.80	135.04	353.83	1,300.00	27
TRAVEL EXPENSE	647.93	317.50	27.88	48.98	500.00	10
TRAINING	648.34	831.29	193.75	1,309.00	1,000.00	131
ELECTRIC UTILITIES	13,643.58	14,749.71	6,465.32	5,712.76	14,000.00	41
HEAT	2,493.08	2,277.12	1,897.52	1,189.32	3,000.00	40
MISCELLANEOUS	342.72				500.00	
TOTAL DISTRIBUTION	2,851,191.63	2,792,794.15	712,408.71	663,016.53	2,768,700.00	24
GRAND TOTAL EXPENSES	3,858,301.17	3,822,403.48	946,239.51	962,161.58	3,772,900.00	26
OPERATING PROFIT/(LOSS)	412,505.32	446,133.61	138,161.24	89,792.71	510,635.00	18

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	17,800.44	15,982.48	80,000.00	20
UNREALIZED GAIN (LOSS) ON INVS	(7,852.26)	(17,435.53)				
INTEREST EXPENSE	(304,030.79)	(293,147.97)	17,444.31	16,514.62	(281,000.00)	(6)
GAIN/LOSS ON DISPOSAL/ASSET	7,161.32					
SALE OF PROPERTY						
PRIOR PERIOD ADJUSTMENT						
NET INCOME/(LOSS)	183,569.71	225,946.10	173,405.99	122,289.81	309,635.00	39
*** SALE OF SERVICE BREAKDOWN ***						
RESIDENTIAL LIGHTING	1,334,799.16	1,343,963.84	358,817.29	324,649.29	1,400,000.00	23
INTERRUPTIBLE SERVICE	86,553.63	84,802.30	47,324.31	35,377.18	90,000.00	39
MUNICIPAL SERVICE	223,413.35	230,128.54	80,245.96	66,515.09	235,000.00	28
COMMERCIAL LIGHTING	368,610.67	351,723.68	103,693.43	98,092.98	360,000.00	27
INDUSTRIAL SERVICE	1,130,207.00	1,169,106.14	276,344.69	290,237.07	1,180,000.00	25
STREET LIGHTING & SECURITY LIGHTS	94,032.59	89,270.23	24,256.77	22,785.75	96,000.00	24
TOTAL SALES OF SERVICE	3,237,616.40	3,268,994.73	890,682.45	837,657.36	3,361,000.00	25

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	196,806.92	227,919.51	999,000.00	23
COST OF SALES	664,809.65	665,036.81	132,258.45	146,428.93	675,010.00	22
GROSS PROFIT	324,404.46	321,724.05	64,548.47	81,490.58	323,990.00	25
RENTAL INCOME	3,000.00	14,961.80	2,674.40	3,156.20	14,400.00	22
MACHINE COMMISSIONS	1,135.00	1,123.16	241.30	380.04	1,000.00	38
MISCELLANEOUS INCOME	700.25	424.73	127.23	132.00	1,000.00	13
TOTAL GROSS PROFIT	329,239.71	338,233.74	67,591.40	85,158.82	340,390.00	25
EXPENDITURES						
SALARIES	130,448.25	125,223.55	28,008.37	29,237.79	107,200.00	27
FRINGE BENEFITS	51,349.36	43,626.19	11,221.93	9,297.20	38,725.00	24
OFFICE SUPPLIES	628.67	886.66	182.72	101.33	700.00	14
OPERATING SUPPLIES	6,310.37	5,775.67	1,353.89	1,617.47	6,000.00	27
BUILDING MAINTENANCE & SUPPLIES	12,774.52	7,794.09	601.40	4,460.88	9,000.00	50
MANAGEMENT FEES	23,195.00	23,658.00	5,914.50	6,032.80	24,130.00	25
CONTRACTED SERVICES - CLEANING	9,249.15	9,300.00	2,325.00	2,325.00	9,000.00	26
TELEPHONE EXPENSE	895.58	862.14	222.66	301.08	1,000.00	30
TRAVEL EXPENSE	413.00	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	1,007.10	756.00	4,000.00	19
ADVERTISING	15,800.02	17,198.03	3,630.19	4,184.23	18,000.00	23
INSURANCE	16,118.38	15,130.00	3,782.80	3,314.80	14,000.00	24
UTILITIES	13,899.86	13,417.04	2,919.94	3,404.74	14,000.00	24
HEATING COST	1,182.72	1,154.76	845.48	411.16	1,200.00	34
DEPRECIATION	23,577.48	10,147.32	2,536.83	2,536.83	8,840.00	29
MISCELLANEOUS	3,536.89	3,519.03	1,070.14	1,084.10	4,500.00	24
CREDIT CARD DISCOUNT	8,635.06	9,789.88	2,129.85	3,168.17	7,000.00	45
BAD DEBTS	195.48	940.98	213.18	17.19	200.00	9
LAUNDRY EXPENSE	1,112.63	1,021.53	276.21	345.21	1,200.00	29
TOTAL EXPENDITURES	323,299.17	293,599.03	68,409.50	72,993.46	270,095.00	27
OPERATING PROFIT/(LOSS)	5,940.54	44,634.71	(818.10)	12,165.36	70,295.00	17
INTEREST INCOME	305.29	150.69	24.59	41.14	150.00	27
GAIN/LOSS ON DISPOSAL/ASSET						
NET INCOME/(LOSS)	6,245.83	44,785.40	(793.51)	12,206.50	70,445.00	17

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	64,725.89	73,617.16	310,000.00	24
COST OF SALES	(218,786.37)	(217,066.35)	(45,581.69)	(51,473.03)	(221,960.00)	23
GROSS PROFIT	85,988.81	90,824.47	19,144.20	22,144.13	88,040.00	25
OFF SALE BEER SALES	516,225.40	519,870.68	98,463.32	106,751.79	525,000.00	20
COST OF SALES	(386,621.21)	(390,175.51)	(73,959.33)	(79,095.98)	(393,750.00)	20
GROSS PROFIT	129,604.19	129,695.17	24,503.99	27,655.81	131,250.00	21
ON SALE LIQUOR & WINE SALES	40,674.68	40,776.23	9,331.20	14,018.32	45,000.00	31
COST OF SALES	(5,970.21)	(5,866.98)	(1,421.62)	(2,078.15)	(6,300.00)	33
GROSS PROFIT	34,704.47	34,909.25	7,909.58	11,940.17	38,700.00	31
ON SALE BEER SALES	85,857.81	75,758.36	16,729.15	24,136.91	75,000.00	32
COST OF SALES	(22,991.96)	(21,173.10)	(5,124.86)	(6,288.43)	(21,000.00)	30
GROSS PROFIT	62,865.85	54,585.26	11,604.29	17,848.48	54,000.00	33
MISCELLANEOUS SALES	41,681.04	42,464.77	7,557.36	9,395.33	44,000.00	21
COST OF SALES	(30,439.90)	(30,754.87)	(6,170.95)	(7,493.34)	(32,000.00)	23
GROSS PROFIT	11,241.14	11,709.90	1,386.41	1,901.99	12,000.00	16
TOTAL SALES	989,214.11	986,760.86	196,806.92	227,919.51	999,000.00	23
TOTAL COST OF SALES	(664,809.65)	(665,036.81)	(132,258.45)	(146,428.93)	(675,010.00)	22
TOTAL GROSS PROFIT	324,404.46	321,724.05	64,548.47	81,490.58	323,990.00	25