

- 86-102 15. Consider Renewal of the PeopleService Contract
16. Charter Communications
- 103-124 ▪ Charter Communications – Comcast Consolidation
- 125-126 ▪ Moss & Barnett Memorandum
- 127 ▪ Franchise Extension
- 128 17. 2015 Proposed Levy
- 129-137 18. 2015 Proposed Budget
19. Dan Gens Review
20. Adjourn: Mayor

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
AUGUST 18, 2014**

The meeting was called to order at 5:30 p.m. by the Mayor. Members present: Paul Kittelson, Jack Evenson, Mike Fugleberg, Stephanie Heinzig & Sue Fitz. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Public Works Dan Gens, Assistant City Attorney Ben Wilcox, Bruce & Paulette Jaeger, Barb Nelson, Marlene Kvame, Anita Floodstrom, Pentcho Pentchev, Jill Hawkins, April & Vanessa Bartz, Chad Pillatzki, Wade & Nissa Larson, Al, Bruce and Gary Landmark, Wade & Nissa Larson, Glacial Plains Manager Tom Traen, Police Chief Ian Hodge and members of the Benson Sportsman Club.

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

- August 4, 2014 City Council Meeting

The Mayor noted openings on boards and commissions.

Wolfington noted the amendment to the Airport Maintenance & Operations Agreement with the Minnesota Office of Aeronautics has been signed. The State will reimburse the City 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$24,257.20 .

Next was a letter from the Department of Energy stating they are not proposing any overall rate changes, but Western Area Power Administration is proposing modifications to the charge components in order to true up the base and drought adder charges, which requires a minor rate adjustment process.

Wolfington referenced a letter he received from Charter Communications that their broadcast charge will increase from \$3.50 a month to \$5.00 a month beginning August 15, 2014.

The Mayor called for unscheduled business. Chad Pillatzki requested the old Benson Mobil Manor be mowed and cleaned up. Wolfington stated there has been many pieces of correspondence with owner Pete Sampair from White Bear Lake, Minnesota. Wolfington explained there are several gas and water stubs sticking out of the ground as well as exposed tie down stakes still on the property which will damage a mower that may try to mow there, and therefore he is not able to find anyone to go onto the property and mow for that reason. Pillatzki stated the City needs to make this property part of the clean-up effort the City has been implementing over the last year. He also asked about the Cottage Square property, and said it isn't mowed regularly. Wolfington said the owners have made a deal with a farmer who has planted alfalfa there and is planning on three cuttings on the alfalfa this year. He stated the property is for sale and hopes it will be developed one day.

Next Paulette Jaeger approached the Council along with several of her neighbors expressing concern with the Benson Ready Mix plant in their neighborhood. Some of the items mentioned were dust control, weeds growing on the property and violation of the noise ordinance. Wolfington suggested there be a meeting with a couple representatives from the neighborhood group and Duininck at City Hall to calmly try to find a solution or compromise to the issues presented by the neighborhood group. The Council directed staff to facilitate the meeting.

Chief Hodge presented a couple minor changes to the West Central S.W.A.T. Team Agreement. It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the West Central S.W.A.T. Team Agreement as presented.

Ian Hodge approached the Council representing the Benson Sportsman's Club. They are in the process of pursuing a non-profit status, and would like to promote hunter education and safety, as well as sporting clays, and law enforcement firearms instruction. They are interested in using City property on the

west side of the old City dump. Wolfington stated this site will need to maintain its current purpose without interrupting public works activities. Hodge reassured if they are permitted to use this site, there will be no activities out there during City working hours, and that they would maintain the area they would use. After discussion, it was the consensus of the Council to proceed with investigating if this is a feasible use of the land for a shooting range.

Tom Traen approached the Council. He had met with Wolfington on their plan for the diesel fueling station they will be constructing soon. After reviewing the current plan for the site, the underground electrical and the transformer box would have to be moved to allow for truck entrance and egress, which would be very costly. Instead Traen asked the Council to consider an easement of 70' adjacent to their property to the west of the building site across from 11th Street North to allow for access, and eliminate the time and expense of moving any electrical services. Wolfington suggested this be dedicated as a public access to allow for possible street development in the future. After discussion, it was moved by Fitz, seconded by Evenson and carried unanimously to deem 70' across from 11th Street North as a public access. Wilcox will draw up the documents for this.

The City submitted their wellhead protection plan to the state, which has met final approval. It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve implementation of our wellhead protection plan amendment as presented to the Minnesota Department of Health.

Next was a review of the revised Blight Ordinance. Wilcox stated the revisions allow for a citation to be issued after a notice has been given to a property owner that has failed to take care of the blight issue. The property owner will then have to appear before a judge. Wilcox said it is a possibility the judge could put correcting the violation back onto the City instead of the property owner. Al Landmark asked if this ordinance would apply to commercial business. Wilcox said it's a residential ordinance. Landmark said he feels commercial business should be held to the same standard as the residents. Floodstrom said the City should promote a community effort to work together and help residents clean and paint their properties. Wolfington encouraged the citizens to go forth and volunteer. After discussion, it was moved by Evenson, seconded by Fitz and carried unanimously to approve the 1st Reading of an Ordinance To Amend Chapter 98: Structures in Disrepair.

Wolfington said there was good feedback from two informational meetings held today on the 5 year street plan and assessment policy. There will be two more open houses next week.

Gens presented a pay request from Breitbach Construction for water and sewer repairs. Gens said there is some final work to be completed, but we are holding a retainer until it is finished. It was moved by Fitz, seconded by Evenson and carried unanimously to approve pay request #2 to Breitbach Construction in the amount of \$168,521.63.

The Council reviewed the July Budget Report.

It was moved by Evenson, seconded by Fugleberg and carried unanimously to approve bills and warrants in the amount of \$409,550.34.

There being no other business, a motion was made by Heinzig, seconded by Evenson and carried unanimously to adjourn the meeting at 6:40 p.m.

Mayor

City Clerk

EDA Meeting

July 17, 2014

Members Present: Mike Fugleberg, Leroy Noreen, Paul Kittelson, Rick Horecka, Jon Buyck and Pat Hawley

Members Absent: Paul Estenson

Also Present: Jen Frost from the Swift County RDA and City Manager Rob Wolfington

Vice-Chairman Buyck called the meeting to order at 12:08 p.m.

June 26, 2014 EDA Minutes

It was moved by Noreen, seconded by Hawley and carried unanimously to approve the June 26, 2014 EDA minutes.

Creamery Project

Wolfington informed the EDA that they have broken off any further discussion with Arvind Auluck-Wilson at this time. It appears the challenges are too great and it looks like it would be better to start with a new building.

Glacial Plains Coop Development

Wolfington informed the EDA that the Planning Commission recommended and the City Council approved a conditional use permit to Glacial Plains Coop to construct a truck filling station across the street from the Glacial Plains Convenience Store between the railroad tracks and Highway 12. Wolfington mentioned the Park Board has reviewed plans for green space to be developed west of the proposed station.

Alliance Pipeline

The EDA was invited to an open house at Alliance Pipeline Benson Terminal today from 11 am to 2 pm.

Loan Profile

There was no loan profile available at the meeting.

Roundtable

BNSF Tickets – Wolfington informed the EDA that the Judge sided with BNSF; it is out of our hands and in the Attorney General's Office.

Boards and Commissions – Wolfington mentioned the need to look at ways to consolidate some of the boards and commissions. He mentioned possibly establishing three boards: 1). Planning and Zoning (Planning Commission and Airport Commission), 2). Cultural and Recreational Board (Park Board and Cemetery Board), and 3). Community Development Board (EDA, HRA and Tourism). There was discussion about it being hard to recruit members.

Benson Area Chamber of Commerce – Wolfington mentioned that the Chamber is on the July 21 City Council agenda. He doesn't know what they are planning to discuss but he will keep the EDA updated.

Other Business

Frost informed the EDA that the Swift County RDA and HRA are requesting \$5,450 to cover 25% of the cost to conduct a county-wide housing study. The study will be done by Community Research Partners

Inc. It was moved by Horecka and seconded by Fugleberg to approve the \$5,450 request. After discussion, it was moved by Horecka and seconded by Fugleberg to amend the motion to recommend that the City Council authorize the \$5,450 request to come out of the City's housing funds for the purpose of supporting the county-wide housing study. The motion as amended was unanimously approved.

Wolfington mentioned that he applied for a \$10,000 grant through the County to pay for one-half of the cost for a railroad crossing grade separation study.

There being no other business, it was moved by Noreen, seconded by Fugleberg and carried unanimously to adjourn the meeting at 12:55 p.m.

Vice-Chairman

Attest:

Secretary

Benson Rail Crossing Study - Site VisitBenson, MN Railroad Crossing Study / 193802891

Date/Time: August 18, 2014 / 10:30 AM
Place: Benson City Hall – 1410 Kansas Avenue, Benson, MN 56215
Next Meeting: None scheduled at this time
Attendees: Rob Wolfington, Benson City Manager
Ian Hodge, Benson City Chief of Police
Peggy Harter, Stantec Project Manager
Eric Lembke, Stantec City Engineer
Absentees: None
Distribution: Meeting Attendees List; Kevin Hoglund (Stantec); Project File

Item:**Action:****Introduction:**

Peggy Harter and Eric Lembke met with Rob Wolfington and Ian Hodge at Benson City Hall to discuss the Benson Rail Crossing Study being completed by Stantec Consulting. The meeting was followed by a site visit of all of the involved rail crossings.

Industry/Rail Operations:

Elevator Operations – The elevator located just to the east of the CBD has its own siding and does not add to the issue of blocked crossings within the downtown as it only takes a few box cars.

Ethanol Plant – The ethanol plant is located along the north side of CR 20, just west of the BNSF main line. The ethanol plant has its own spur line. The spur line for the ethanol plant often back up onto the BNSF mainline blocking the CR 20 at-grade crossing.

Tank Farm – The flow of two 36-inch pipelines has recently been reversed from New Orleans to Canada. The tank farm became obsolete when they reversed the flow of the propane. Trains can now bring propane to the terminal, which will increase CR 3 at-grade crossing being blocked.

Elevator West of CBD – is not currently operational.

New Business Growth – There is a major potential for continue industrial growth to the west and northwest of Benson. Additional business growth near the existing tank farm location will only increase train traffic on the Appleton Subdivision line and will in turn increase the amount of time the CR 3 at-grade crossing is currently blocked.

City's Purchase of RR Right of Way – The City of Benson has purchased right

of way along the north side of the BNSF main line from the elevator just west of the CBD up to the bridge over the Chippewa River. The right of way was purchased from BNSF.

Number of Daily Trains – The current FRA Inventory forms show an average of 13 trains per day on the BNSF Mail Line through the City of Benson. City officials have estimated that the number of daily trains has increased to 25 to 30 trains per day or an average of one per hour. The City is going to record a full week of video data to determine the average number of daily trains, blocked crossings times in the CBD, average number of cars per train, etc. to get an updated idea of train operations through Benson.

*Ian to record
existing daily train
info.*

*Peggy to provide
spreadsheet of
data needed.*

Maximum number of rail cars per train – Rob estimated that the maximum number of cars per train used to be 144 and now may have been reduced to 110 based on the availability of locomotives.

Blocked Crossing History:

Industrial Area west of Benson – Currently the industrial area bound by CR3 to the west, the BNSF main line to the east, CR 20 to the north and the subdivision line to the south; often becomes isolated with both the CR 20 and CR 3 at-grade crossings being blocked at the same time. This creates an issue for access to the sub stations, Swift County Solid Waste Recycling Plant, Fibromion Power Plant and American Fertilizer. Due to a history of injuries in the industrial area, it is not only a concern of how these blocked crossings impact business operations, but also the ability for emergency service vehicles to access the area when needed.

Recent Impacts to 20th Avenue SE Crossing – Recently, the downtown crossing have not had as many issues with stopped trains blocking the downtown at-grade crossings. Instead, the 20th Avenue SE crossing has been blocked for long periods of time for up to 72 hours at a time and once for an entire week. During the site visit, the crossing was blocked.

Impacts to the Airport and Emergency Helipad – The airport is located west of the ethanol plant on CR 20. When both CR 20 and CR 3 at-grade crossings are blocked you have to continue west on CR 20 with an approximate 12 mile detour to get into Benson. This is an issue for both vehicles traveling to/from the airport and specifically to emergency service vehicles accessing the helipad.

Historical Letter to the Editor – **get information from Rob on this.**

Emergency Service Impacts:

New Helipad – The existing helipad to Life Link patients to Benson's Hospital is currently located by the airport, west of the City of Benson. Life Link usually brings patients into the hospital an average of 2 or 3 times a month. Due to impacts with at-grade crossings being blocked by train traffic, the ambulance has been unable to travel without delay between the existing helipad and the hospital. The City is currently looking into moving the

helipad into town at the northwest quadrant of the intersection of 21st Street South and Tatges Avenue. Major costs are associated with moving the helipad to the proposed new location.

Pedestrian Crossing History:

Existing Pedestrian Facilities in the Downtown – Pedestrian crossing facilities currently existing at all three downtown at-grade crossings in the CBD. The pedestrian crossings are outside of the crossing arms and do not have protected pedestrian crossing gates. No other pedestrian crossings are located throughout the City or at any of the other at-grade crossings included in this study.

Pedestrian Trespassing Issues – There is currently a concern for pedestrians trespassing across the BNSF mainline between the residential area south of the tracks and the City swimming pool located north of the tracks and just east of the Chippewa River.

Priority Concerns to be addressed:

During the site visit, Peggy confirmed that the following are all concerns related to the rail/vehicle operations in the City of Benson. Although, all issues are of concern, impacts to safety whether they be emergency service vehicle needs or unsafe crossings made by pedestrians and vehicles due to impatience are of the highest concern. The following concerns are all to be considered when identifying potential alternatives:

- Emergency Service Impacts
- Pedestrian Crossing Safety
- Delays to the traveling public
- Impacts to Businesses

Proposed Rail Improvements:

BNSF has recently notified the City of Benson that they are putting in a new communications tower east of the City. The City believes that the purpose for this is to improve switching operations. Peggy Harter will contact Ann MCBeth with BNSF Public Relations to verify what the proposed improvements are.

*Peggy to contact
BNSF – Ann MCBeth.*

*Rob to provide
Ann's contact
information.*

Potential Solutions:

Discussions between Stantec and City staff during the site visit identified that in order to address multiple concerns with rail/vehicle operations in the City of Benson, a series of multiple improvements may need to be considered if the one fix of a future grade separated crossing is determined to not be a feasible alternative.

IT Solutions to inform Emergency Services of open/blocked crossings – One potential solution to reduce impacts to emergency service vehicles would

Design with community in mind

be to use BNSF's Positive Train Control (PTC) to inform emergency service vehicles which at-grade crossings are blocked/open during an emergency event.

Improvements to Pacific Avenue – A past study was completed to consider improvements to Pacific Avenue to keep it open at all time to allow emergency service vehicles and all vehicle traffic to travel down Pacific Avenue to the east of the CBD and utilize the 20th Avenue SE crossing when the downtown crossings are blocked. Low cost improvements to improve Pacific Avenue are still considered a potential option to improve rail/vehicle operations in the City of Benson.

Grade Separation – Peggy reviewed graphics that were developed to show the potential length of bridge needed for a grade separation alternative. Depending on whether the bridge has a 4.9% or 8% grade, the approximate length of a grade-separated bridge would be 1,100 or 1,400 feet respectively. Peggy also noted that the existing rail-vehicle daily exposure rates are well below what is typically needed to justify a rail/vehicle grade separated crossing.

Alternative Grade Crossing Routes outside of CBD – Many alternative at-grade rail crossings were discussed during the site visit with the intent that a new at-grade crossing replace an existing at-grade crossing. The following locations were discussed:

- Golf Road is constructed more like an alley and is adjacent to higher cost homes and would have impacts to the gold course.
- 19th Street is the hospital route and has decent access management as well as a good connection between Highways 9 and 12.

Opportunities for Public Input:

Peggy proposed developing a low cost method to collect public input regarding the rail study. She suggested a comment form/questionnaire that could be mailed out with utility bills. Rob also suggested that an electronic questionnaire could be used to save on printing/mailling costs that go along with including additional items with the utility bills.

Peggy to follow up with Rob on the best public input option.

Past Grant Funding Application History:

Peggy questioned the City regarding the last funding grant that was submitted for Federal Aid assistance for improvements to Pacific Avenue. Rob was going to look for information regarding feedback on why the grant was not funded.

Rob to provide feedback on past funding grant application.

The meeting adjourned at 3:30 PM



August 18, 2014
Benson Rail Crossing Study - Site Visit
Page 5 of 5

The foregoing is considered to be a true and accurate record of all items discussed. If any discrepancies or inconsistencies are noted, please contact the writer immediately.

Stantec Consultation Services Inc.

Peggy Harter, P.E.
Project Manager
Phone: (701) 566-6020
peggy.harter@stantec.com

Attachment: Train Data Information Request

c. Meeting Attendees
Kevin Hogle, Stantec

LG230 Application to Conduct Off-site Gambling

No Fee

Organization Information

Organization name Benson Hockey Association License number 01823
 Address PO Box 216 City Benson **MN** Zip code 56215
 County Swift
 Gambling manager name Colleen Johnson Daytime phone 320-808-6173

Gambling Activity

- Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.
 from 11 / 25 / 2014 to 11 / 25 / 2014
- Check the type of games that will be conducted.
 raffle pull-tabs bingo tipboards paddlewheel

Gambling Premises

- Name of location where gambling activity will be conducted Benson Civic Center
- County [where gambling activity will be conducted] Swift
- Street address and city [or township] 2200 Tatges Ave, Benson, Mn Zip code 56215
 - Do not use a post office box.
 - If no street address, write in road designations. Example: 3 miles east of Hwy 63 on County Road 42.
- Does your organization own the gambling premises?
 Yes If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

Lease Agreement for Off-site Activity

A lease agreement is not required for raffles.

- Rent to be paid for the leased area 0 If none, write "0."
- All obligations and agreements between the organization and the lessor are listed below or attached.
 - Any attachments must be dated and signed by both the lessor and lessee.
 - This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
 - Other terms, if any _____
- Lessor's signature _____ Date ____/____/____
 Print lessor's name _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits.	COUNTY APPROVAL for a gambling premises located in a township
City name <u>Benson</u> Date approved by city council _____ Resolution number (if none, provide meeting minutes) _____ Signature of city personnel _____ Title _____ Date Signed _____	County name _____ Date approved by county board _____ Resolution number (if none, provide meeting minutes) _____ Signature of county personnel _____ Title _____ Date Signed _____

Chief Executive Officer [CEO] Acknowledgment

- 10. The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.
- 11. I have read this application, and all information is true, accurate, and complete, and if applicable, agree to the lease terms as stated in this application.

CEO signature Jeff DeHaan Date 8/25/14
 12. Print CEO name Jeff DeHaan Daytime phone 320-808-7883

Mail or fax to:

No attachments required.

Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113
FAX: 651-639-4032

This publication will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information

provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Thank you for sharing your knowledge of flowers and bugs with us. You are excellent teachers. You came prepared with beautiful specimens, and delivered the information to a wide range of ages. You kept their attention for an hour and that isn't an easy thing to do. We all learned a lot and you helped the girls earn their Bug Badge and Flower Badge. The city of Benson did a wonderful job of hosting Girl Scout Day Camp. The girls said that this was the best Day Camp Ever and you helped make it so!

From the Benson, Montevideo, Clara City, and Appleton Girl Scouts.



August 8, 2014

Glen Pederson
Finance Director
1410 Kansas Avenue
Benson, MN 56215

Dear Glen Pederson:

Thank you for your commitment to your local public library. The significant impact that Minnesota's public libraries make is made possible by the financial support that your city or county provides each year. I would like to alert you to your community's state-certified level of library support for 2015. Minnesota Statutes 134.34 and 275.761 establish the amount at 90% of the state-certified level of support set in 2011. The enclosed state-certification form provides documentation of the dollar amount for your records.

The Minnesota Department of Education, through State Library Services, provides funding for public library services through Minnesota's 12 regional public library systems. State aid is distributed to regional library systems based on factors that include population and geographic area served. If a county or city does not meet its state-certified level of library support, Minnesota Statutes 134.34 Subd 4 require that we remove the county or city from our funding formulas, which reduces the annual allocation to the regional public library system.

Thank you again for your continued support of Minnesota's libraries. Please contact me at Jennifer.r.nelson@state.mn.us with your comments, questions or concerns. Together, we can ensure that all Minnesota residents benefit from quality library services.

Sincerely,



Jennifer R. Nelson
Director / State Librarian
State Library Services

August 2014

CERTIFICATION OF MINIMUM LOCAL SUPPORT REQUIREMENT: 2015

This is to certify the 2015 minimum level of financial support to be provided for operating expenses for public library services and participation in the regional public library system programs pursuant to *Minnesota Statutes*, Chapter 134.34 for the city of:

Benson

The state-certified level of library support for 2015 is: **\$76,981**

This amount represents the equivalent of 90% of the official 2011 state-certified level of library support.

City of Benson

From: League of MN Cities <LMCInfo@lmc.org>
Sent: Wednesday, August 27, 2014 2:43 PM
To: Benson
Subject: Official 2015 LMC Dues Invoice
Attachments: LMC Memberships Dues Invoice 201713.pdf; Mayors Dues Invoice.pdf

Dear Member City Official,

I want to take this opportunity to thank you for your city's continued membership and support of the League of Minnesota Cities.

Attached you will find your city's 2015 membership dues statement effective Sept. 1, the start of the League's fiscal year. You'll note the invoice includes a dues schedule increase of 3%, which was approved by the Board at its August meeting. For more information on how your dues are calculated, visit www.lmc.org/dues.

On the heels of our historic centennial celebration last year, 2014 saw a strong focus on the future. Throughout our trainings, conferences, and communications, we explored critical issues to help you plan for the future, such as restoring civility in local government, preparing for the next generation of city leaders, building affinity in our communities, and growing local economies.

The League was also busy advocating on behalf of members at the State Capitol. The sales tax exemption that was initially extended to cities in 2013 will now be simpler to administer, will cover additional city purchases, and will be extended to all joint powers entities and other instrumentalities of cities in 2016. The League also worked to expand the authority of city building officials to inspect a wider array of projects that previously had been largely inspected by the state, secure funding for local drinking water, wastewater, and broadband deployment projects. We also worked to defeat or significantly mitigate the impacts of several employment and labor management bills that could have been prohibitively costly and burdensome to administer, and would have made it difficult, if not impossible, for cities to continue to collaborate to provide shared services to their citizens.

With the support and guidance of our members throughout the state, we are constantly evaluating services and initiatives to ensure that the resources we provide are both practical and inspirational. While it's impossible to predict the challenges and opportunities cities will face in 2015, you can be sure the League will continue to tackle the tough questions on your behalf. Discover the many unique ways the League can help your city in this overview of member benefits: www.lmc.org/memberbenefits.

On behalf of the League Board and staff, we all look forward to serving you in the coming year and facing future challenges together.

Sincerely,

James F. Miller
Executive Director

Invoice Number: 201713

Membership Dues Invoice

Effective during 2014-2015



City of Benson

Dues Amount: \$3,206

(Dues amount rounded to nearest dollar.)

Population: 3,184

(Population represents the 2013 State Demographer and Metropolitan Council Estimates.)

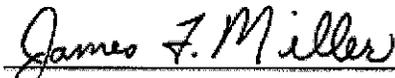
Dues are based on your population. See how we calculated your dues at: www.lmc.org/dues

For membership dues in the League of Minnesota Cities for the year beginning September 1, 2014. Annual dues for membership in the League of Minnesota Cities include subscriptions to Minnesota Cities magazine.* Pursuant to the disclosure requirements of Minnesota Statutes, Section 6.76, the proportionate amount of dues spent for lobbying purposes is 10.5%. This percentage is reported to the State Auditor as required by statute.

Payment from Public Funds Authorized by Minn. Stats, Sec. 465.58

I declare under the penalties of law that the foregoing account is just and correct and that no part of it has been paid.

Dated: September 1, 2014



James F. Miller
Executive Director, League of Minnesota Cities

Please Remit To:

Finance Department
League of Minnesota Cities
145 University Ave W
St Paul, MN 55103-2044

Include this invoice or invoice
#201713 with your payment.

Questions: billing@lmc.org
Phone: (651) 281-1200

*Annual dues include subscriptions to *Minnesota Cities* magazine at \$30 per subscription according to the following schedule based on population: 249 or less, 6; 250-4999, 11; 5000-9999, 15; 10000-19999, 20; 20000-49999, 25; 50000-299999, 30; 300000+, 35. For further information on subscriptions contact the League offices. This information is given in order to meet postal regulations. Please do not use as a basis for payment.

Application for Conditional Use Permit

Planning Commission
City of Benson
Benson, MN 56215

Dan Driggs / Dan Halstead

Number: 204-02
Date of Application: 8-1-14
Application Fee: \$250.00

NAME OF APPLICANT Benson Auto Sales & QuickLube ZONE _____

ADDRESS 1428 Atlantic Avenue PARCEL NO. _____

PROPERTY AT 1428 Atlantic Ave. LOT # N. 50' Lot 9 BLOCK 33
S. 50' of 9, 10, 11 & 12, E. 20' of

ADDITION City of Benson *WS' of Lot 8 Blk 33*

Pursuant to Minnesota Statute Section 15.99, an application for a conditional use permit shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended pursuant to Statute or a time waiver is granted by the applicant. If applicable, processing of the application through required state or federal agencies shall extend the review and decision-making period an additional sixty (60) days unless this limitation is waived by the applicant.

1. I am requesting a Conditional Use Permit to: sell automobiles / light duty cars and Trucks

2. Special Conditions:

- 3. Attach one Plot Plan to scale showing present and proposed improvements or location.
- 4. ATTACH: Abstractor's Certified Property Certificate showing property owners names and addresses within 350 feet of the outer boundaries of the property in question.
- 5. The Planning Commission will hold a Public Hearing on this case on _____, 20____, at __: __ _____, in the City Council Chambers, 1410 Kansas Avenue, Benson, MN. The applicant is advised to attend this meeting.

CERTIFICATE

I certify that I am the applicant named herein; that I have familiarized myself with the rules and regulations with respect to preparing and filing this application; that the foregoing statements and answers herein contained and the information on the attached maps or plot plans and any other papers submitted herewith are in all respects true and accurate to the best of my knowledge and belief.

SIGNATURE *[Signature]* PHONE: 320-589-2223

ADDRESS: 301 Hwy 28 East Morris MN 56267

Alcohol, On and/or Off Sale SEE ALSO TITLE XI: CHAPTER 110	N	N	N	N	C	C	C	N	N	N
Archery Range, Commercial	N	N	N	N	N	N	N	N	N	N
DISTRICTS	A*	R-1*	R-2*	R-3*	B-1*	B-2*	B-3*	I-1*	I-2*	I-3*
Armories, Convention Halls and Similar Uses	N	N	N	N	C	P	P	N	N	N
Automobile and Truck Sales	N	N	N	N	C	C	P	N	N	N
Automobile and Truck Service Station	N	N	N	N	C	C	P	C	C	C
Automobile Reduction Yard, Junkyard	N	N	N	N	N	N	N	N	C	C
Automobile Repair	N	N	N	N	C	C	P	P	C	C
Automobile Wash (Car Wash)	N	N	N	N	N	C	P	N	N	N
Barbershops, Beauty Shops	N	N	N	N	P	P	P	N	N	N
Bed and Breakfast Establishment	N	C	C	C	C	C	C	N	N	N
Boarders (No More Than Two)	N	A	A	A	C	C	C	N	N	N
Boat and Boat Trailer Sales	N	N	N	N	C	C	P	C	C	C
Broadcasting Studio	N	N	N	N	P	P	P	C	C	C
Campgrounds	N	C	C	C	N	N	N	N	N	N
Churches	N	C	C	C	C	C	C	N	N	N
Clubs or Lodges	N	C	C	C	C	C	C	N	N	N
Commercial Recreation	N	C	C	C	C	C	C	N	N	N
Day Care Facility, State Licensed	N	C	C	C	C	C	C	N	N	N
Drive In Business	N	N	N	N	C	C	P	N	N	N
Essential Services, Public Utility (SEE SECTION 154.021)	C	C	C	C	C	C	C	C	C	C

B-1

Central Business District



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES
445 Minnesota Street
Saint Paul, MN 55101-5186
Phone: (651) 296-2977 Fax: (651) 297-1480
Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

OFFICE USE ONLY
DEALER NUMBER: _____
DATE RECEIVED: _____
INITIALS: _____

Minnesota Vehicle Dealer License - Zoning Verification

The Zoning Official for the jurisdiction in which the dealership resides must complete form.

Zoning District: _____

This form is for (check one): Primary Location Additional Location (Attach a separate Commercial Checklist Form (PS2410) for each location)

DEALER NAME Benson Auto Sales

Street 1428 ATLANTIC AVE

City Benson State MN Zip _____ County _____

Type of Dealer's License (Check One)

NEW USED LESSOR D.S.B. WHOLESALER BROKER AUCTIONEER SALVAGE POOL LIMITED USE VEHICLE

Please Check Appropriate Statement:

This dealership is permitted use within the above zoning district for the type of business indicated above and there are no zoning complaints or enforcement actions pending at this time.

This dealership is permitted **conditional use** within the above zoning district for the type of business indicated above and there are no zoning complaints or enforcement actions pending at this time **(Must attach a copy of the conditional use permit).**

Printed Name of Zoning Authority: _____

Zoning Authority Phone Number: _____

X _____
(Signature of Zoning Authority)

Subscribed and sworn to before me this _____ day of _____ 20 _____

NOTARY PUBLIC _____

COUNTY: _____

MY COMMISSION EXPIRES: _____



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
 DRIVER AND VEHICLE SERVICES
 445 Minnesota Street
 Saint Paul, MN 55101-5186
 Phone: (651) 296-2977 Fax: (651) 297-1480
 Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

OFFICE USE ONLY	
DEALER NUMBER:	_____
DATE RECEIVED:	_____
INITIALS:	_____

Verification of Property Lease

According to Minnesota Statue 168.27, Subd.10 - **Place of Business**, all licensees under this section (New, Used, Lessor, Wholesaler, Auction, Used Limited, DSB) shall have an established place of business, which shall include owned or a minimum lease term of one year by the licensee.

Note: If Owned - Proof of Property Ownership is required. Example: Property Tax Statement.

NAME OF DEALERSHIP: Benson Auto Sales

State of Minnesota

County of: SUDBURY

I, _____, being first duly sworn, depose and say

(Owner of Property)

that I am the owner of the property located at 1428 Atlantic Ave.

(Street Address)

Benson

(City)

Minnesota

56215
(State and Zip Code)

and certify that I have leased the above property to

Benson Auto Sales (Dan Dripps)

(Name of the Lessee/Dealer Owner)

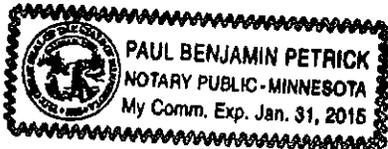
from August 1st 2014 to July 31 2015

(Effective Date)

(Termination Date)

X Paul L Petrick
SIGNATURE OF PROPERTY OWNER

DATE: 7/29/14



Signed and sworn before me by	
<u>PAUL BENJAMIN PETRICK</u>	
This <u>29th</u> day of <u>JULY</u> 20 <u>14</u>	
X <u>Paul Petrick</u>	(Notary Public)
My commission expires <u>1-31-15</u>	

AN ORDINANCE TO AMEND TITLE IX: GENERAL REGULATIONS; BENSON CITY CODE OF 2003

The City of Benson does ordain:

Title XI is amended to add the following chapter:

CHAPTER 98: STRUCTURES IN DISREPAIR

Section

- 98.01 Findings
- 98.02 Requirements for Structures
- 98.03 Nuisance Declared
- 98.04 Abatement
- 98.05 Citation
- 98.06 Notice

§ 98.01 FINDINGS

The City Council finds that there exist in the City structures used for human habitation which are now or may become in the future substandard with respect to structure, equipment or maintenance, and such conditions, together with inadequate provisions for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions and overcrowding, constitute a danger to public health, safety and welfare of its citizens. Additionally, such conditions, factors or characteristics adversely affect public health and safety and lead to the extension and aggravation of urban blight. It is in the best interest of the public health, safety and welfare of the people of the City to establish and enforce minimum standards for such structures.

§ 98.02 REQUIREMENTS FOR STRUCTURES

(A) *Maintenance.* All structures which are intended to be occupied or let to another for occupancy, and all dwellings or apartments existing for the purpose of living therein, whether occupied or vacant, must comply with the requirements of this section.

(B) *Foundations, Exterior Walls and Surfaces, Roofs.* Every foundation, chimney, exterior wall and surface, and roof shall be weathertight, watertight, rodent-proof and insect proof, and shall be kept in a workmanlike state of maintenance and repair.

(1) The foundation elements shall support the building at all points.

(2) Every exterior wall shall be free of holes, breaks, loose or rotten boards or timbers, and any other condition which might admit rodents, rain or dampness to the interior portions of the walls or to the interior space of the dwelling.

(3) The roof shall be tight and have no defects which admit rain or other forms of moisture. Roof drainage shall be such that it prevents rainwater from causing dampness in the walls.

(4) All exterior surfaces shall be of a material manufactured and processed specifically for use in a weather-exposed location, including roofing, exterior painted wood, masonry, exposed redwood and other naturally suitable materials. Exterior walls shall be maintained and kept free from dilapidation, including those conditions caused by extensive cracks, tears or breaks and by extensively deteriorated plaster, stucco, brick, wood or other materials or combinations of materials.

(5) The exposed surface of exterior walls on a building above ground level shall be maintained in good repair so as to provide both sufficient covering and sufficient protection of the surface underneath against its deterioration. Without limiting the generality of this section, an exposed surface of a building shall be deemed not to be in a workmanlike state of maintenance and not to be in good repair if either or both of the following conditions exist:

(a) The painted surface area is blistered, cracked, flaked, scaled or chalked away, and such condition(s) extends over more than twenty-five percent (25%) of the surface area of any plane or wall or other area, including window trim, cornice members, porch railings and other such areas;

(b) More than ten percent (10%) of the pointing of any masonry chimney or more than twenty-five percent (25%) of the pointing of any masonry wall is loose, has fallen out, or otherwise does not exist.

(6) Any exterior surface or plane required to be repaired under the provisions of this section shall be repaired in its entirety to make it weathertight, watertight, and rodent-proof.

(C) *Interior Walls, Floors and Ceilings.* Every interior partition wall, floor and ceiling shall be capable of affording privacy, and shall be kept in a workmanlike state of repair and maintained so as to permit them to be kept in a clean and sanitary condition.

(1) The interior walls and ceiling must be free of loose plaster and other structural material, the collapse of which may constitute an accident hazard.

(2) Plaster, paint and other surface materials must be of such character as to be easily cleanable, smooth, clean and tight.

(3) The floors must be free of holes and wide cracks which may admit rodents or which constitute a possible accident hazard.

(4) The floor must be free of loose, warped, protruding and rotting floor boards.

(5) Every habitable room, closet, bath or toilet room, and connecting corridor, shall have walls and ceilings of tight and sound construction covering all studs, and floor and ceiling joists. All protruding piping and duct work in such rooms, closets and corridors, which would be hazardous to persons using such areas shall be enclosed with suitable and durable building material.

(D) *Windows, Exterior Doors, Basement Hatchways.* Every window, exterior door and basement hatchway shall be weather-tight and rodent-proof and shall be kept in working condition and in a workmanlike state of maintenance and repair.

(1) Every window shall be fully supplied with window panes which are without open cracks or holes.

(2) Every window sash shall be in good condition and fit tight within its frame.

(3) Every window other than a fixed window shall be capable of being easily opened and shall be held in an open position by window hardware.

(4) Every exterior door, door hinge and door latch shall be in good condition.

(5) Every exterior door when closed shall fit in a workmanlike condition within its frame.

(6) Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction as completely to exclude rain and substantially to exclude wind from entering the structure.

(7) Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage water into the dwelling.

(8) Every door available as an exit shall be capable of being opened from the inside, easily and without the use of a key.

(9) Every entrance door to an apartment or rooming unit within a dwelling shall be equipped with a suitable lock in good working condition to provide security for the occupants.

(E) *Stairways, Exterior Porches and Decks, Landings, and Floor Levels.* Every inside and outside stairway, every exterior porch and deck, landing and floor level and every appurtenance attached thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon and shall be kept in a sound condition and in a reasonably good state of maintenance and repair.

(1) Every flight of stairs and exterior porch and deck, landing and floor level shall be free of holes, grooves and cracks which are large enough to constitute a possible accident hazard. The construction, design and headroom of stairways, exterior porches and decks, landings and floor levels shall conform to the Minnesota State Building Code.

(2) Every stairwell and every flight of stairs which are four or more risers high shall have hand rails not less than thirty inches nor more than thirty-four inches above the nosing of treads and every exterior porch and deck, landing, and floor level which is more than thirty inches above grade shall have hand rails not less than thirty-six inches above the platform. The construction and design of handrail intermediates shall conform to the Minnesota State Building Code.

(3) Every rail and balustrade shall be fastened and maintained in a workmanlike condition. No flight of stairs shall have settled more than one inch out of its intended position or have pulled away from supporting or adjacent structures.

(4) No flight of stairs shall have rotten or deteriorated supports. The treads of every flight of stairs shall be uniform in height. Every stair tread shall be sound and securely fastened in position.

(5) Every stair tread shall be strong enough to bear the load required by the Minnesota State Building Code.

(6) Every exterior porch and deck, landing, and floor level shall have sound floor and supports.

(7) All outside stairways, fire escapes and exits shall be maintained unobstructed, and free of ice and snow. All outside stairways that serve as an entrance to an upper story apartment or rooming unit shall have a light located at the head of the stairway capable of lighting the entire stairway. This light may be controlled by 3-way switches, one at the bottom of the stairway, and one at the top, or it may be a sensor light, activated by motion or dusk.

(F) *Bathroom and Toilet Room Floor.* Every toilet room floor surface and bathroom floor surface shall be maintained so as to be impervious to water and so as to permit such floor to be kept in a clean and sanitary condition.

(G) *Supplied Plumbing Fixtures.* Every supplied plumbing fixture and water and waste pipe shall be properly installed and maintained free from defects, leaks or obstructions.

(H) *Functioning of Supplied Facilities.* Every supplied facility, piece of equipment, or utility which is required under this code shall be so constructed and installed that it will function safely and effectively, and shall be kept in a workmanlike state of maintenance and repair.

(I) *Discontinuance of Required Services, Facilities, Equipment or Utilities.* No owner or operator shall cause any service, facility, equipment or utility which is required to be supplied under the provisions of this code to be removed, shut off, or discontinued in any structure owned, let or occupied by such person, except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are in process of being made.

(J) *Responsibility of Owner for Public Areas.* Every owner of a structure containing two or more apartments shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwellings and premises thereof.

(K) *Responsibility of the Occupant.* Every occupant of a structure shall keep in a clean and sanitary condition that part of the premises thereof which he or she occupies and controls.

(L) *Responsibility for Rubbish and Garbage.* Every occupant of a structure shall dispose of all refuse in a clean and sanitary manner by placing it in garbage disposal facilities or refuse storage containers as prescribed in §51.02 of this Code.

(M) *Hanging of Screens.* Every occupant of a structure shall be responsible for hanging screens and double or storm doors and windows whenever the same are required under the provisions of this code, except where the owner has agreed to supply such service.

(N) *Extermination.* Every occupant of a single family structure shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; and every occupant of an apartment in a structure containing more than one apartment shall be responsible for such extermination whenever his or her apartment is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the apartments in any dwelling, or in the shared or public parts of any dwelling containing two or more apartments, extermination thereof shall be the responsibility of the owner.

(O) *Plumbing.* Unless the owner has otherwise agreed, every occupant of an apartment within a structure shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

(P) *Non-Dwelling Structures.* Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and every other entranceway of every structure, whether intended for occupancy or not, shall be so maintained as to prevent the structure from becoming a harborage for rodents, vermin and insects and shall be kept in a reasonably good state of maintenance. In addition, every non-dwelling structure located on any dwelling premises shall be maintained in accordance with the provisions of paragraph (B) of this section.

(Q) *Fences.* Every fence in such condition as to constitute a public health or safety hazard shall be repaired or removed.

(R) *Grading and Draining of Premises.* All premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises or within any building or structure located on the premises.

(S) *Open Areas.* "Open area" means that part of a lot or property that is not covered by an enclosed building or structure, regardless of whether the view from outside the property is shielded by a fence, vegetation or other structure. The term open area includes, but is not limited to, the yard, open porches, and areas under structures that are not entirely enclosed, such as a carport.

(1) All open areas and parts of premises shall be maintained and kept in a reasonably clean and neat condition. This requirement shall include the removal of dead trees and brush, the removal of inoperable machines, appliances, fixtures and equipment; the removal of lumber piles and building materials not being used in actual construction on the premises unless such premises are being used by a business dealing in or requiring the use of such lumber and materials, and the storage of these materials for business use is allowed or permitted by ordinance; the removal of tin cans, broken glass, broken furniture, mattresses, box springs, boxes, crates, cardboard, tires, and other garbage and debris; and the removal of furniture and other items of the type not designed or intended to be stored outside or in such a manner that they are exposed to weather and climatic conditions.

§ 98.03 NUISANCE DECLARED

(A) *Violations a Public Nuisance.* A person or business entity that creates, maintains or allows to continue a condition in violation of this Chapter shall be deemed to have created a public nuisance as defined in §93.01 of this Code, which is subject to abatement by the City as provided in this Code.

§ 98.04 ABATEMENT

(A) *Abatement With or Without Special Assessments.* Any nuisance created by a condition in violation of this chapter may be, subject to the discretion of the City Council, abated with or without special assessments as described in chapter 93 of this Code.

§ 98.05 CITATION

(A) *Violations Subject to Citation.* After the Notice required by § 98.06, any person or business entity that allows a nuisance condition in violation of this Chapter to continue past the deadline given in the

Notice letter may be issued a citation by the Benson Police Department.

(B) *Issuance of Citation.* The citation shall be issued in person or by mail to the occupant of the property on which the violation exists and to the owner of the property if not owner-occupied. The citation shall state the date, time and nature of the offense, the name of the peace officer issuing the citation, the amount of the penalty, the manner for paying the penalty, and that the violator has the right to contest the citation.

(C) *Continued Violation.* Each day that a violation continues, or is permitted to continue, shall constitute a separate offense in prosecution of such unlawful act.

§ 98.06 NOTICE.

(A) *Written Notice Required.* Prior to the issuance of a citation as described in § 98.06, notice of the violation shall be given to the occupant of the property on which the violation exists, as well as the owner of the property if not owner-occupied. This notice shall be in the form of a letter either hand delivered or sent via certified mail to the address shown on the real estate tax certificate. This notice shall state the nature of the violation, the steps needed to remedy the violation, and the date by which the violation must be remedied. This date shall be determined by the City Council.
Ord. _____, passed _____) Penalty, see § 10.99.

ATTEST as to form: _____

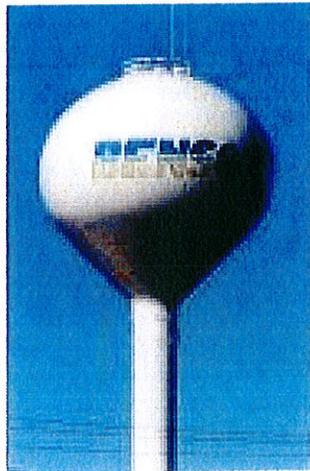
First Reading: _____

Second Reading: _____

Publication: _____

**CITY OF BENSON
MINNESOTA**

SPECIAL ASSESSMENT POLICY



Date:

Adopted: _____, _____ 2014

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**CITY OF BENSON
SPECIAL ASSESSMENT POLICY**

I. GENERAL

Minnesota State Law, Chapter 429 provides a municipality the authority "to levy and collect assessments for local improvements upon property benefited thereby" for public improvements such as sanitary sewer; storm drainage; water source, storage, and distribution facilities; street improvements including grading, curb and gutter, and surfacing; sidewalks; trails; sound barriers; street lighting; recreational facilities; etc. To ensure a fair and equitable manner of recovering and distributing the cost of public improvements, the law insists on following set procedural requirements when assessing a local improvement project. This policy statement summarizes Chapter 429 special assessment procedures and also details project cost apportionment procedures.

1. The Theory of Special Assessments

Special assessments are those charges levied against certain parcels of land for the cost of public improvements and for which the City Council has determined that said parcels being assessed will be specifically benefited by the improvement.

2. Special Assessment Uses

Special assessments may be used to pay the cost of all or a portion of public improvement projects including the maintenance and/or repair of the City's infrastructure. Improvement projects include, but are not necessarily limited to the construction and/or reconstruction of streets, alleys, curb and gutter, sidewalks, driveway approaches, installation and/or replacement of water mains, sanitary sewers, storm sewers, sewer and water services, street lights, parking lots and parking lot lighting.

3. Summary of Steps in Special Assessment Proceedings

The City shall follow the procedures set forth in Minnesota Statutes Chapter 429.

- a) *Initiation of Proceedings:* This may be done either by the Council on its own initiative or by the Council accepting a petition submitted by affected property owners. If the petition is used, it must be signed by the owners representing at least 35% in frontage of the property

bordering on the proposed improvements. If the Council acts originally on its own initiative, a simple majority is needed to initiate the proceedings. In initiating proceedings, or in accepting a petition requesting such proceedings, the Council may simultaneously order a Feasibility Report on the proposed improvement.

- b) *Preparation of a Report:* The law requires a report on the feasibility report of the proposal be prepared by the City Engineer or by some other competent person selected by the Council. It must cover such factors as the need for the project, an estimate of cost, and any other information thought pertinent and necessary for complete Council consideration.
- c) *Public Hearing:* A public hearing is held (see exception below) after notice of the hearing is published in the official newspaper and mailed to each property owner proposed to be assessed. The notice states the time and place of the hearing, the general nature of the improvement, the estimated cost, and the area proposed to be assessed. All interested persons should have a chance to be heard at the hearing. This public hearing step may be omitted when a petition requesting the improvement has been signed by 100% of the affected landowners.
- d) *Ordering the Improvement and Preparation of Plans:* The resolution ordering the project may be passed by a simple majority of the Council if proceedings were originally initiated by petition. If not, the resolution must be adopted by an affirmative vote by at least four-fifths of the Council.
- e) *Preparation of Plans, Awarding Bids:* Upon completion, the plans and specifications must be approved by the Council prior to ordering advertisement for bids. Upon taking bids, the Council then awards a contract and construction proceeds.
- f) *Preparation of Proposed Assessment Rolls:* Assessment rolls are lists of benefited properties prepared for each assessment project. They should contain an identification of each parcel of property, and the amount of the proposed assessment apportioned to each parcel.

- g) *Public Hearing on the Proposed Assessment:* The purpose of this hearing, normally conducted after an improvement project is substantially completed, is to give affected property owners an opportunity to be heard on the matter of the actual assessments proposed to be levied. Notice must be published in the official newspaper and mailed to each property owner prior to the hearing date. This assessment hearing may also be held prior to awarding the contract, with the understanding that the adopted assessment roll may not be varied to reflect higher than estimated actual project costs.
- h) *Approval and Certification of Assessment Rolls:* After the assessment hearing, the roll must be officially adopted by a Council resolution and then certified to the County Auditor for levy and collection.
- i) *Financing the Improvement:* Most special assessments may be paid over a period of several years. Consequently, necessary funds are generally obtained through bonds issued at the time the improvement is made. The bonds are then paid as funds become available through collection of the assessments and any taxes levied for the purpose of paying the bonded debt. The bonds are guaranteed by the pledge of a property tax levy to cover any shortfall in funding.

II. POLICY STATEMENT

It is the overriding policy that development shall occur, whenever practical and reasonable, in a planned and contiguous fashion. "Leap frogging" development leading to community sprawl and associated higher infrastructure and operation costs is to be avoided.

It is further the policy that all properties shall pay a fair share of the cost of local improvements as those properties benefit. It is intended that no property shall be provided the benefits of improvements without paying for them.

III. POLICIES RELATING TO SPECIAL ASSESSMENTS

1. Assessments

The total of assessments cannot exceed the project cost and must be apportioned equally within properties having the same general land use (residential, multiple family, commercial, or

industrial), based on benefit. Total assessment against any particular property may not exceed benefit to that property with benefit being defined as the increase in market value of the property because of the improvement. Project cost may include part or all of the cost of previously installed projects not previously assessed.

2. **Assessment Period**

The standard term of assessment for public improvements shall be ten (10) to twenty (20) years. The Council may, however, establish a shorter or longer term if it is determined to be in the best interest of the City.

3. **Interest Rate**

The interest rate to be used for special assessments will be equal to the interest rate on the bond issued to finance the project. However, Private Developer projects shall bear an interest rate 2% higher than the bond rate. The City Council shall set the rate in all cases not to exceed the legal maximum as stated in M.S. § 429.061.

4. **Project Cost Summary**

The City Engineer shall prepare a project cost summary using information from the project cost data report prepared by the City Finance Department, and with information available in the City Engineer's files. The summary will include all project expenses including, but not limited to:

- Construction Cost Including Materials.
- Publication Costs and Permit Fees.
- Legal Fees.
- Engineering Fees.
- Miscellaneous Expenditure.
- Administration Costs Including Audit Fees.
- Interest costs. Interest costs incurred by the City between the time money is borrowed for the improvement and special assessments are paid in full.
- Bond Sale Expenses, Including Bond Attorney Fees, Bond Consult Fees, and Printing Costs.

- Pavement Management Study Costs.
- Comprehensive Sewer Study Costs.
- Other Costs Which Are Deemed Appropriate To The Project.

5. **Temporary Assessment Relief**

Pursuant to Minn. Stat. §§ 435.193-435.195, it is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older or persons retired by virtue of a permanent and total disability would result. Also, the City Council may elect to defer assessments on undeveloped land for a specified length of time or until the lands are developed. Terms and conditions of any such deferral will be established in the resolution adopting the assessments.

6. **City Share of Project Cost**

Generally speaking, the City will not participate in street and utility project costs for new developments. Exceptions to the rule will involve the installation of larger than normal water mains and/or sanitary and storm sewer mains for transmission purposes, or when a larger and stronger than normal street is required. In these instances, the City's participation will be limited to those costs directly attributable to the over sizing. Additionally, it can be expected that the City will be a participant if it owns property in the proposed project area.

7. **Driveway Pavement**

New driveway aprons benefit only the affected property owner. These may be included in improvement projects and will be assessed to the affected property. Any driveway aprons disturbed by a street reconstruction project shall be repaired and/or replaced as a project cost. Any driveway apron constructed or reconstructed on public right-of-way shall be improved to comply with City standards.

8. **Private Developer Projects**

Improvement projects may be petitioned for by private developers. No special assessment for such improvements shall be left pending, and the developer requesting the improvements shall be required to fund and pay the special assessment installments for projects benefiting any such properties. All developers shall be required to provide collateral in the form of cash, or approved letter of credit in the amount of at least 50% of

the cost of the needed improvements, prior to award of bids by the City. All preliminary engineering work for these improvements will be paid by the developer whether provided by the City or a consultant. The City may proceed with the project and special assess not more than 50% of the project cost to benefited property. The remaining project cost will be paid directly by the developer. A determination will be made by the City as to the suitability of each lot developed for building. Any lot determined to be of low suitability for building shall have the amount of any estimated special assessment paid in advance. The determination of suitability for building shall be at the sole discretion of the City and shall take into consideration but not be limited to such things as site slope, drainage gravity sewer service, water pressure and wetlands.

9. **Government Owned Properties**

Governmental property shall be assessed in accordance with M.S. § 435.19.

10. **Frontage Roads**

Frontage roads along highway or other arterial streets are generally deemed to be of benefit only to properties served; therefore, the entire cost of any such improvement shall be assessed to the benefited property owners. The Council may consider special circumstances to determine benefit and adjust subsequent cost.

11. **Deletion of Properties**

The City shall reserve the right to delete land within the improvement area from the assessment rolls if, in the opinion of the City, the land cannot be developed and/or is not benefited. In that event, no development of that property shall be permitted nor shall any physical connection to the City's water, sewer, storm drainage facilities or streets be made by any development on that property, unless and until an assessment (or connection fee) is adopted and certified.

12. **Service Outside the City Limits**

If the City installs facilities which benefit property which lies outside the corporate limits, that area and the allocable costs shall be included in the original public hearing for the improvement. The City may negotiate a contract with the owner

of such property which will provide for payment to the City as if the property were within the City, and assessed for the improvement. Payment will be made upon completion of the project. If a contract can not be negotiated, the improvement shall be reassessed to the benefiting property at the time of annexation. No physical connection to the City's sanitary sewer, water mains, storm sewer, or streets, will be permitted until an agreement and contact, including satisfaction of costs or assessments, is executed.

13. Intersections

The cost of all improvements in street and alley intersections shall be included as part of the total project assessable costs.

14. Frontage Definitions

- **Public-Owned Property.** City-owned properties, including municipal building sites, parks and playgrounds, but not including public streets and alleys, shall be regarded as being assessable on the same basis as if such property was privately owned.
- **Determination of Assessable Frontage.** The amount of assessable frontage assigned to each property shall be linear footage abutting or benefited by the street improvement, determined by measuring at the front of each property the distance between property lines.
 - A. Irregular shaped lots shall be given an average width. This average width may be determined by dividing the square footage of the lot by the general lot depth.
 - B. The front footage assigned to corner lots shall be the short side of the property. The assessable frontage for a corner lot shall be 100% of the frontage of the front of the lot plus 33% of the frontage of the first 150 feet of the side of the lot plus 100% of any frontage over 150 feet on the side of the lot.

15. Use of Connection Fees

Connection fees shall be applied to properties that did not pay for their share of an improvement and subsequently want to "hook up" to water, sewer, storm sewer, and streets. These situations usually occur when property is newly annexed or platted. Connection fees for all or a portion of the cost of such

improvements will be levied at the time the property is annexed or platted or when the connections are made. The expected life of the improvement shall be considered when calculating each individual connection fee.

16. **Tax Forfeited Properties**

Properties which have been forfeited for non-payment of taxes are subject to possible reassessment pursuant to Minn. Stat. §. 429.071. The amount of special assessments subject to reassessment is determined by Council resolution following sale by the County of the tax forfeited land. Following the sale of a tax forfeited property; the City may conduct an assessment hearing and re-assess the amount remaining unpaid on the original assessment. The assessment terms and conditions will be determined by the City Council. In re-assessing such property, the City will follow the same procedure as for an original assessment under M.S. § 429.061 including advance notice and public hearing.

17. **Tax Exempt Properties**

Private cemeteries (except as exempt per Minn. Stat. § 306.14, Subd. 2), churches, hospitals, schools and similar institutions must pay special assessments. Railroads must pay special assessments. The land and property of any not-for-profit or otherwise tax exempt cemetery association shall be exempt from all special assessments.

18. **Reapportionment**

Special assessments that have been levied against a tract of land that is subsequently subdivided may be reapportioned pursuant to M.S. 429.071.

19. **Alleys**

Improvements to alleys will be assessed to benefitted property owners for 100% of the cost. Exceptions will include routine maintenance as determined by the Director of Public Works/City Engineer.

IV. METHODS OF DETERMINING ASSESSMENTS

1. Streets

- **New Construction.** One hundred percent (100%) of the cost of any improvement associated with the construction of new streets shall be assessed against benefited property on a frontage basis.
- **Reconstruction.** When conditions of existing streets have deteriorated to the point where excessive maintenance is incurred or where facilities are inadequate, the City Council may elect to replace the street facilities. The benefited property owners will be assessed, on a frontage basis, (50%) of the cost for resurfacing the street(s) or at the discretion of the council.
- **Overlay and Seal coating.** The City may resurface or overlay, or sealcoat the street in accordance with the recommendation of the City Engineer. In this event, the city shall assume 100% of the total cost associated with such minor improvement.

2. CURB AND GUTTER

- **New Construction.** One hundred percent (100%) of the cost of new curb and gutter shall be assessed against the benefiting properties on a frontage basis.
- **Replacement.** When conditions of existing curb, gutter, or curb and gutter have deteriorated to the point where excessive maintenance is incurred or where facilities are inadequate, the City Council may elect to replace the curb and gutter facilities. At the council's discretion, fifty percent (50%) of the cost of such replacement shall be assessed to the benefiting property on a frontage basis.

3. DRIVEWAYS

- **New Construction.** One hundred percent (100%) of the cost for installing driveway facilities within the right of way shall be assessed against benefiting properties. It shall be the responsibility of the abutting property owner to keep driveway facilities in good condition.

- **Replacement.** Any driveway aprons disturbed by a street reconstruction project shall be repaired and/or replaced as a project cost. Any driveway apron constructed or reconstructed on the public right-of-way shall be improved to comply with City standards.

4. SIDEWALKS

- **New Construction.** One hundred percent (100%) of the cost for installing sidewalks within a new development shall be assessed against benefiting properties on a frontage basis. It shall be the responsibility of the abutting property owner to keep sidewalk facilities in good condition, and if major repair or replacement of a section of sidewalk shall become necessary, the City may cause the improvement to be made and shall assess all cost against the affected property owner.
- **Replacement.** Fifty percent (50%) of the cost for installing new sidewalks within existing developments shall be assessed against benefiting properties on a frontage basis and fifty percent (50%) of the cost shall be assumed by the City. It shall be the responsibility of the abutting property owner to keep sidewalk facilities in good condition, and if major repair or replacement of a section of sidewalk shall become necessary, the City may cause the improvement to be made and shall assess all cost against the affected property owner.

5. WATERMANS - TRUNK LINES AND LATERALS

- **New Construction.** One hundred percent (100%) of the cost of new trunk water lines and water service laterals shall be assessed against the benefiting properties on a frontage basis.
- **Replacement.** When condition of existing trunk water lines and/or existing water service laterals have deteriorated to the point where excessive maintenance is incurred or where facilities are inadequate, the City Council may elect to replace the water facilities. Fifty percent (50%) of the cost of replacement of trunk water lines shall be assessed to the benefiting property on a frontage basis and fifty percent (50%) shall be assumed by the City. One

hundred percent (100%) of replacement of service laterals shall be assessed against the benefiting property.

- **Oversized Lines.** In the event that oversized trunk lines are required for the purpose of providing service to areas beyond the area or development under consideration, then the assessable cost shall be the cost for the installation of a standard size line, as determined by the City's engineer. Any additional cost for the increase in line diameter shall be assumed by the City.

V. **SANITARY SEWER - TRUNK LINES AND LATERALS**

- **New Construction.** One hundred percent (100%) of the cost of new trunk sewer lines and sewer service laterals shall be assessed against the benefiting properties on a frontage basis.
- **Replacement.** When condition of existing trunk sewer lines and/or existing sewer service laterals have deteriorated to the point where excessive maintenance is incurred or where facilities are inadequate, the City Council may elect to replace the sewer facilities. Fifty percent (50%) of the cost of replacement of trunk lines shall be assessed to the benefiting property on a frontage basis and fifty percent (50%) shall be assumed by the City. One hundred percent (100%) of replacement of service laterals shall be assessed against the benefiting property.
- **Oversized Lines.** In the event that oversized sewer trunk lines as determined by the City's engineer, required for the purpose of providing service to areas beyond the area or development under consideration, then the assessable cost shall be the cost for the installation of a standard sized line, as determined by the City's engineer. Any additional cost for the increase in line diameter shall be assumed by the City.

VI. **STORM SEWER**

- **New Construction - New Developments.** When Storm Sewer Facilities are installed in areas of new development, one hundred percent (100%) of the cost of new trunk storm sewer lines and sump pump lines shall be assessed against the benefiting properties on a frontage basis.
- **New Construction - Developed Areas.** When new Storm Sewer

Facilities are installed in areas that have been previously developed, the City shall assume fifty percent (50%) of the cost of such installation.

- **Replacement.** When condition of existing trunk storm sewer lines and/or existing sump pump lines have deteriorated to the point where excessive maintenance is incurred or where facilities are inadequate, the City Council may elect to replace the storm sewer facilities. fifty percent (50%) of the cost of such replacement shall be assumed by the City.
- **Oversized Lines.** In the event that oversized sewer trunk lines, as determined by the City's engineer, are required for the purpose of providing service to areas beyond the area or development under consideration, then the assessable cost shall be the cost for the installation of a standard size line, as determined by the City's engineer. Any additional cost for the increase in line diameter shall be assumed by the City.
- **Storm Water Retention Facilities.** In the event that the anticipated storm water volume, in the opinion of the City Engineer, requires the construction of storm water retention facilities, the City may elect to construct such facilities. One hundred percent (100%) of the cost for such storm water retention facilities shall be assumed by the City, except that when storm water retention facilities are installed within a new development or as a result of a new development, the City shall assume a proportion of the cost based upon the ratio of square footage of benefiting land outside the development to the total amount of benefiting land. The remaining cost of such facility shall be assessed against the benefiting properties within the development on a square foot basis.

V. USEFUL LIFE APPLICATION

1. General

The expected life of improvements shall be considered when any infrastructure component is reconstructed. A straight line pro rata portion shall be assessed to benefited property based on the age of the component and the life expectancy of the component. For example, if an existing component is 17 years old and has a life expectancy of 40 years, $17/40$ of the cost of reconstruction shall be assessed. If failures are caused by a change in use, the

Council at its discretion may assess 100% of the replacement cost to benefiting properties.

2. **Surface Improvements**

- Grading and Graveling - no limit
- Sidewalks - 30 years
- Concrete Curb and Gutter - 30 years
- Bituminous Pavement – 20 years
- Concrete Pavement – 30 years

Subsurface Improvements

- Sanitary Sewer - 40 years
- Storm Sewer - 40 years
- Sump Pump Lines - 40 Years
- Water main - 40 years

VI. **Work by Others**

1. **Work by Private Developers**

Work by private developers shall occur only within the boundaries of private property. Any public utility or street construction work within a public right-of-way shall be done only after an agreement with the City is executed.

2. **Work by Property Owners**

Property owners may not place or have placed any improvement in, nor in any way alter, the public right-of-way, without approval of the City. A permit is required before any work is done in the public right-of-way.



Protecting, maintaining and improving the health of all Minnesotans

August 28, 2014

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

Dear Council Members:

SUBJECT: Lead/Copper Tap Water Monitoring Report, PWSID 1760008

This letter is to report the results of your recent lead/copper monitoring that is required by the Safe Drinking Water Act. The results revealed the following 90th percentile levels:

90th percentile lead level = 3 µg/l (rounded as 0.003 mg/l).
The action level for lead is 15.0 µg/l.

90th percentile copper level = 2110 µg/l (rounded as 2.110 mg/l).
The action level for copper is 1300 µg/l.

Based on these results, your public water system **has not exceeded** the action level for lead and **has exceeded** the action level for copper.

By federal rule, 40 CFR 141.85, you are required to provide the lead/copper results to persons served at the sites that were tested. In addition, you must provide them with an explanation of the health effects of lead/copper, list steps consumers can take to reduce exposure to lead/copper in drinking water, and water utility contact information. The notification must also provide the maximum contaminant level goals, the action levels for lead/copper, and the definitions for these two terms.

Notification must be made within 30 days by U.S. Mail, hand/direct delivery, or posting. Please refer to the enclosed Lead/Copper Results Delivery Certification form for delivery method requirements. If the residence is a rental property, both the occupant(s) of the residence and rental property owner must be notified. To assist you in meeting the notification requirements, we have enclosed the results notification letters which must be delivered to the homeowners along with a copy of the fact sheet on lead/copper in drinking water.

The lead/copper sampling site addresses are private data. This information was classified as "nonpublic" by the Minnesota Department of Administration in October 2004, upon the request of Minnesota Department of Health (MDH) and Minnesota community water supply systems. When notifying the persons served at the sites that were tested, provide them with the results for that address only.

Benson City Council
Page 2
August 28, 2014
PWSID 1760008

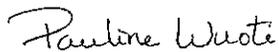
Within 10 days after notifying the residents of their results, you must complete the enclosed Lead/Copper Results Delivery Certification form and return it to us. If you chose not to use the results notification letters MDH sent to you and created your own results notification letters, you must submit a copy of one of the letters along with this certification form. The letter you create must contain the same language as the enclosed results notification letters as this is EPA required language. A return envelope is enclosed for your convenience.

Please note that all enclosures are sent to the addressee of this letter. Persons receiving a copy (cc) of the letter do not receive any enclosures. It is the responsibility of the addressee to follow through with the requirements.

A sampling kit will be sent to you prior to your next scheduled sampling date. The enclosed report should be placed in your records and a copy maintained on or near the water supply premises and available for public inspection for not less than ten (10) years.

If you have any questions, please contact me at 651/201-4674, or Lih-in Rezanian at 651/201-4661.

Sincerely,



Pauline A. Wuoti
Community Public Water Supply Unit
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

PAW
Enclosures
cc: Water Superintendent

To whom it may concern:

The Benson Public Library requests the approval from the city council to replace the carpet in the library. We would have Dons Flooring from Benson do the work. Dons was the least of two different bids, with his bid coming in at \$28,615.85. This money will be taken out of the general capital outlay account.

Don will replace the main floor area and the back work room with vinyl tile, the remainder of the library will be carpeted.

The carpet has not been replaced since it was originally laid in 1993. (21 years ago) The carpet can no longer be cleaned because it is raveling and the glue is letting loose.

Thank you

Dawn Erickson
Head Librarian
Benson Public Library

PARTRICK FLOLO
 DON FLOLO
 320-843-3759

DF DON'S FLOORING L.L.P.
 1230 ATLANTIC AVE.
 BENSON, MN. 56215
 320-843-3754

7000

Customer Benson Public Library Date 4-11-14
 Address 300 13th St N. Phone 843 7981
Benson Mn 56215 Work _____

Dawn

Quantity	Description	Unit Price	Total
	Carpet - 28 sq addition dyed	9473.75	
	Supplies	663.16	
	takeup / floor prep	932.00	
	labor	3728.00	
	freight	175.00	
	total Carpet	14966.91	*
	Lux Vinyl tile	5205.19	
	Supplies	214.76	
	labor	2478.00	
	moldings	458.15	
	trim	207.00	
	takeup / floor prep	910.00	
		9473.10	*

Total * 24,440.54
 1/2 Deposit 12,000.00
 Balance Due _____

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents, or conditions of existing mouldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipping delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF 1 1/2% will be charged to accounts past 30 days.

PRICES SUBJECT TO CHANGE AFTER 30 DAYS.
PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

I/WE THE BUYER(S) HEREBY ACCEPT THE ABOVE TERMS AND CONDITIONS. Sig: _____

MOVING SERVICES
for
Benson Public Library

Price Schedule:

A	Monday through Friday 7am - 5pm
----------	--

Item I - Base Bid

Price Schedule:	A
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<p>Free-Standing, Double-Faced Ranges: Move each range a Maximum of three times allowing Carpet Installers access for demolition of existing carpet and Installation of carpet. Return shelving when carpet install is complete. Wall-Mount, Single-Faced Ranges: Cart Books, move shelving out for demolition of existing carpet and Installation of new carpet. Return shelving and books when carpet Install is complete.</p>	<p>\$12,850.00</p>
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**Municipal Delegation Agreement
For Building Code Administration on
Public Buildings & State Licensed Facilities**

Building Official,
Michael Jacobson
1410 Kansas Avenue
Benson, MN 56215

Date: 9/3/2014

This Agreement is being sent to the **CITY OF Benson**
In order to establish administration of the State Building Code on “Public Buildings” and “State Licensed Facilities” within your jurisdiction please review this Agreement, complete page 2, and return both pages to this division. If the offered level of code administration is not what you applied for, you are welcome to contact us in order to review our determination and your building department staffing in greater detail. Should that review confirm your request, our agreement with your municipality will be changed accordingly. If staffing or other circumstances change that could affect your ability to properly administer the code, it is your responsibility to notify us accordingly.

WHEN EXECUTED, this Agreement shall serve as an agreement pursuant to Minnesota Statute 326B.106 Subd. 2, between CITY OF Benson

And the Commissioner of Labor and Industry for transfer of State Building Code Administration from the Department of Labor and Industry to the municipality for “Public Buildings and State Licensed Facilities” described in M.S. 326.103 Subd.11 and Subd. 13.

This agreement may be refused or revoked by the Commissioner of Labor and Industry if it has been determined by the commissioner that according to M.S. 326B.106, any of the following occurs:

- 1) The building official does not meet the requirements of M.S. 326B.133**
- 2) The building official does not wish to provide those services on one or more projects**
- 3) The municipality does not have enough adequately trained and qualified building inspectors to provide those service**

This includes the right of the Commissioner to withhold a specific project from the municipality if the Commissioner determines that “the municipality does not have enough adequately trained and qualified building inspectors to provide those services” for that project.

The building official also reserves the right to defer administration of the code on a specific project back to the Division by notifying them in writing within 5 working days of receiving the project jurisdiction agreement.

Michael Jacobson

The following level of code administration is being offered to your municipality by this division. Please review, sign below with your municipal manager/administrator, and return to this office.

{INSPECTIONS RESERVED PROJECTS} Municipality will attend to all required inspections, including:

- a. cursory plan review to familiarize inspector with the project, (main plan review done by CCLD);
- b. issue permits and maintain records. However, permits are not to be issued until written approval received from CCLD;
- c. oversee Special Inspections;
- d. adhere to all applicable written division Plan Review Policies. See www.dli.mn.gov/CCLD/Opinion.asp;
- e. perform all required inspections for compliance with state approved plans and the State Building Code;
- f. review change orders and addendums for code compliance;
- g. will issue certificate of occupancy where applicable and/or final inspection of project.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. When approved by all parties, this shall serve as a contractual agreement pursuant to Minnesota Statute 326B.106 Subd.2, between the municipality and the Commissioner of Labor and Industry for transfer of State Building Code administration from Dept. of Labor and Industry to the municipality.

Municipality: *CITY OF Benson*

APPROVED:

APPROVED:

Mike Jacobson
Municipal Building Official

9-3-2014
Date

Assistant Commissioner

Date

APPROVED:

APPROVED:

Municipal Manager/Administrator

Date

State Building Official

Date

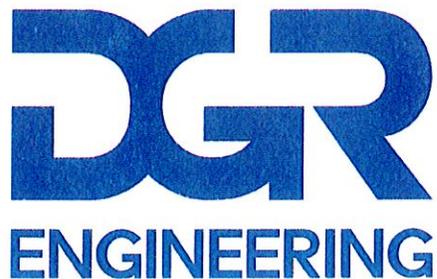
**20-YEAR MASTER PLAN FOR THE
OVERHEAD TO UNDERGROUND
CONVERSION OF THE ELECTRIC SYSTEM**



**Prepared by
DGR Engineering**

August 2014

DGR Project No. 419008



**20-YEAR MASTER PLAN FOR THE
OVERHEAD TO UNDERGROUND
CONVERSION OF THE ELECTRIC SYSTEM**

FOR

**CITY OF BENSON
BENSON, MINNESOTA**

August 2014

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By _____
Andrew D. Koob, P.E.

Registration No. 46098 Date _____

Pages or sheets covered by this signature: All bound pages

DGR Engineering

Rock Rapids, IA • Sioux Falls, SD • Sioux City, IA • Ankeny, IA
(712) 472-2531 (605) 339-4157 (712) 266-1554 (515) 963-3488



20-Year Master Plan for the Overhead to Underground Conversion of the
Electric System, Benson, Minnesota

11/14/2014 10:00 AM

Table of Contents

20-Year Master Plan for the Overhead to Underground Conversion of the Electric System

City of Benson, Minnesota

- Tab 1** Introduction and Scope
- Tab 2** Planning Criteria
- Tab 3** Capital Improvements Plan for Conversion
- Tab 4** Recommendations and Conclusions
- Tab 5** Appendix



2. PLANNING CRITERIA:

- 2.1. General:** The criterion for development of the overhead to underground master plan is developed in the following paragraphs. All criteria are important and all efforts were made to satisfy them in the design of the conversion plan. Meetings were held with City staff to receive their input regarding the conversion process.
- 2.2. Timeline:** City staff desired a conversion plan that would convert the entire electric system from overhead to underground over a period of twenty (20) years. Six (6) distinct time periods and work areas were developed for planning and budgeting purposes.
- 2.3. Prioritization:** The six (6) work areas were prioritized based upon input from City staff and development of a logical phased approach for converting certain areas of the City.
- 2.4. System Reliability:** The electric customers have undoubtedly come to expect that electric service be available at all times, except for minor weather-related outages. With a vast majority of the system constructed as overhead, a significant wind, ice, or snow event could cause system-wide outages. In addition, overhead lines can be susceptible to falling and wind-blown tree branches if tree trimming maintenance to maintain proper clearance between the branches and energized line does not occur on a regular basis. Outages on overhead lines can also be caused by vermin climbing poles and coming into contact with energized lines. Not only will conversion to underground construction protect consumers from potential outages from weather events and vermin, but it will also be more aesthetically pleasing to the community. Converting to underground will also eliminate the tree-trimming and pole testing maintenance activities associated with overhead line construction.
- 2.5. Flexibility and Expandability:** The new underground circuits should be designed to provide an optimum number of combinations for serving existing loads as well as future system development. This is accomplished by designing multiple tie and switching points between circuits, as well as providing sufficient distribution circuits themselves. A flexible system will allow the ability to transfer loads from circuit to circuit.

Planning Criteria

The system should also be designed to be expandable, such that new loads can be added to it without major upheaval to the existing system. Sufficient capacity must be available in lines to handle the addition of a reasonably large load without scrambling to provide facilities for it. This does not mean, however, that the system should be overbuilt, but it does mean that reasonably sufficient capacity should exist to handle new loads.

- 2.6. Conductor Standardization for Inventory Reduction:** In order to reduce inventory and provide for standard underground construction types, it was decided that the standard conductor used for mainline construction shall be 15 kV, 4/0 aluminum (stranded) with a 1/3rd jacketed concentric neutral. The thermal capacity of the existing and proposed mainlines was evaluated as part of the 2006 Electric System Study and Capital Improvements Plan. This criterion requires that distribution lines be kept within published thermal limits at all times, during both normal and emergency operations, so as not to become overloaded.

For sub loops, the standard conductor shall be 15 kV, 1/0 aluminum (solid) with a 1/3rd jacketed concentric neutral.

- 2.7. Pad mounted Switchgear Style Standardization for Inventory Reduction:** For increased safety to operating personnel, it was decided that the City would standardize on dead-front, fused pad mounted switchgear. This will also allow for reduction in inventories of spare equipment.
- 2.8. Raceway:** All new underground systems will utilize a conduit system, which will increase the reliability of the system by providing a means of protection against rodents and other minor "dig-ins".

Capital Improvements Plan for Conversion

3. CAPITAL IMPROVEMENTS PLAN FOR CONVERSION:

3.1. General: The Capital Improvements Plan (CIP) for conversion describes in general the improvements to the system recommended over the next twenty (20) years to convert the entire electric system from overhead to underground. The following sections detail the proposed capital improvements required for conversion.

3.2. Phase 1 Conversion: The work area and proposed mainline construction for Phase 1 are shown in Figures 2 and 3 in the Appendix, and are described in this section.

3.2.1. Discussion of Phase 1 Conversion: The Phase 1 work area includes conversion of the overhead circuits to underground in the northwest part of the City. This includes areas near the cemetery, high-school, and golf course. The conversion area is mostly residential.

3.2.2. Timing of Phase 1 Conversion: Phase 1 should be scheduled for construction to start in 2014 and continue through 2016.

3.2.3. Cost of Phase 1 Conversion: The construction costs in this CIP are 3rd quarter 2014 estimates and include labor, materials, engineering, and contingencies, and assume contractor-built facilities. Costs for any required right-of-way or permitting are not included, and costs for future work are not escalated to include the effects of inflation. The cost estimates are intended for budgetary uses only. No costs were included for removals or salvageable materials, where applicable. Phase 1 cost estimates are as follows:

Labor	\$	766,900
Materials		636,000
Engineering & Contingencies		<u>266,600</u>
Total – Phase 1:	\$	1,669,500

Capital Improvements Plan for Conversion

3.4.3 Cost of Phase 2 Conversion: The following are cost estimates for Phase 2:

Labor	\$	651,800
Materials		474,100
Engineering & Contingencies		<u>213,900</u>
Total – Phase 2:	\$	1,339,800

3.5 Phase 3 Conversion: The work area and proposed mainline construction for Phase 3 are shown in Figures 2 and 3 in the Appendix, and are described in this section.

3.5.1 Discussion of Phase 3 Conversion: The Phase 3 work area includes conversion of the overhead circuits to underground in the southeast part of the City. This area is mainly residential.

3.5.2 Timing of Phase 3 Conversion: Phase 3 should be scheduled for construction to start in 2023 and continue through 2026.

3.5.3 Cost of Phase 3 Conversion: The following are cost estimates for Phase 3:

Labor	\$	492,800
Materials		386,000
Engineering & Contingencies		<u>167,000</u>
Total – Phase 3:	\$	1,045,800

3.6 Phase 4 Conversion: The work area and proposed mainline construction for Phase 4 are shown in Figures 2 and 3 in the Appendix, and are described in this section.

3.6.1 Discussion of Phase 4 Conversion: The Phase 4 work area includes conversion of the overhead circuits to underground in the south-central part of the City. This area is mostly residential, with some commercial and industrial areas on the southern edge.

Capital Improvements Plan for Conversion

3.6.2 Timing of Phase 4 Conversion: Phase 4 should be scheduled for construction to start in 2027 and continue through 2030.

3.6.3 Cost of Phase 4 Conversion: The following are cost estimates for Phase 4:

Labor	\$	581,500
Materials		468,500
Engineering & Contingencies		<u>199,500</u>
Total – Phase 4:	\$	1,249,500

3.7 Phase 5 Conversion: The work area and proposed mainline construction for Phase 5 are shown in Figures 2 and 3 in the Appendix, and are described in this section.

3.7.1 Discussion of Phase 5 Conversion: The Phase 5 work area includes conversion of the overhead circuits to underground in the western and southwestern parts of the City. This area includes both commercial and industrial facilities with a small amount of residential load on the eastern edge.

3.7.2 Timing of Phase 5 Conversion: Phase 5 should be scheduled for construction to start in 2031 and continue through 2034.

3.7.3 Cost of Phase 5 Conversion: The following are cost estimates for Phase 5:

Labor	\$	846,900
Materials		718,500
Engineering & Contingencies		<u>297,400</u>
Total – Phase 3:	\$	1,862,800

Capital Improvements Plan for Conversion

3.8 Cost Summary:

Phase 1 Conversion (2014-2016)	\$ 1,669,500
Downtown Conversion Phase (2017-2019)	1,230,900
Phase 2 Conversion (2020-2022)	1,339,800
Phase 3 Conversion (2023-2026)	1,045,800
Phase 4 Conversion (2027-2030)	1,249,500
Phase 5 Conversion (2031-2034)	<u>1,862,800</u>
Total – 20 – Year CIP for Conversion:	\$ 8,398,300

Recommendations and Conclusions

4. RECOMMENDATIONS AND CONCLUSIONS:

We recommend that the City of Benson adopt this master plan as its basis for conversion of the electric system from overhead to underground. We acknowledge the input of City staff in preparation of this plan and look forward to implementation of the improvements contained herein.

APPENDIX



20-Year Master Plan for the Overhead to Underground Conversion of the
Electric System, Benson, Minnesota
11/11/2019, Update 2019/07/20/2019/07/20

FIGURE 8-26-2014 (11:58:10 AM)

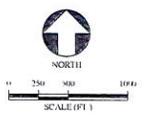


LEGEND

- Feeder No. 1 (13.8 kV)
- Feeder No. 2 (13.8 kV)
- Feeder No. 3 (13.8 kV)
- Feeder No. 5 (13.8 kV)
- Feeder No. 6 (13.8 kV)

NOTE: The new 115 kV transmission line is not shown

PRELIMINARY
NOT FOR CONSTRUCTION
 8-26-2014



REV	DATE	DESCRIPTION



Project Manager ADK
 Designer SPM
 Project Number 419008
 Phone (712) 472-2531

CITY OF BENSON
 BENSON, MINNESOTA

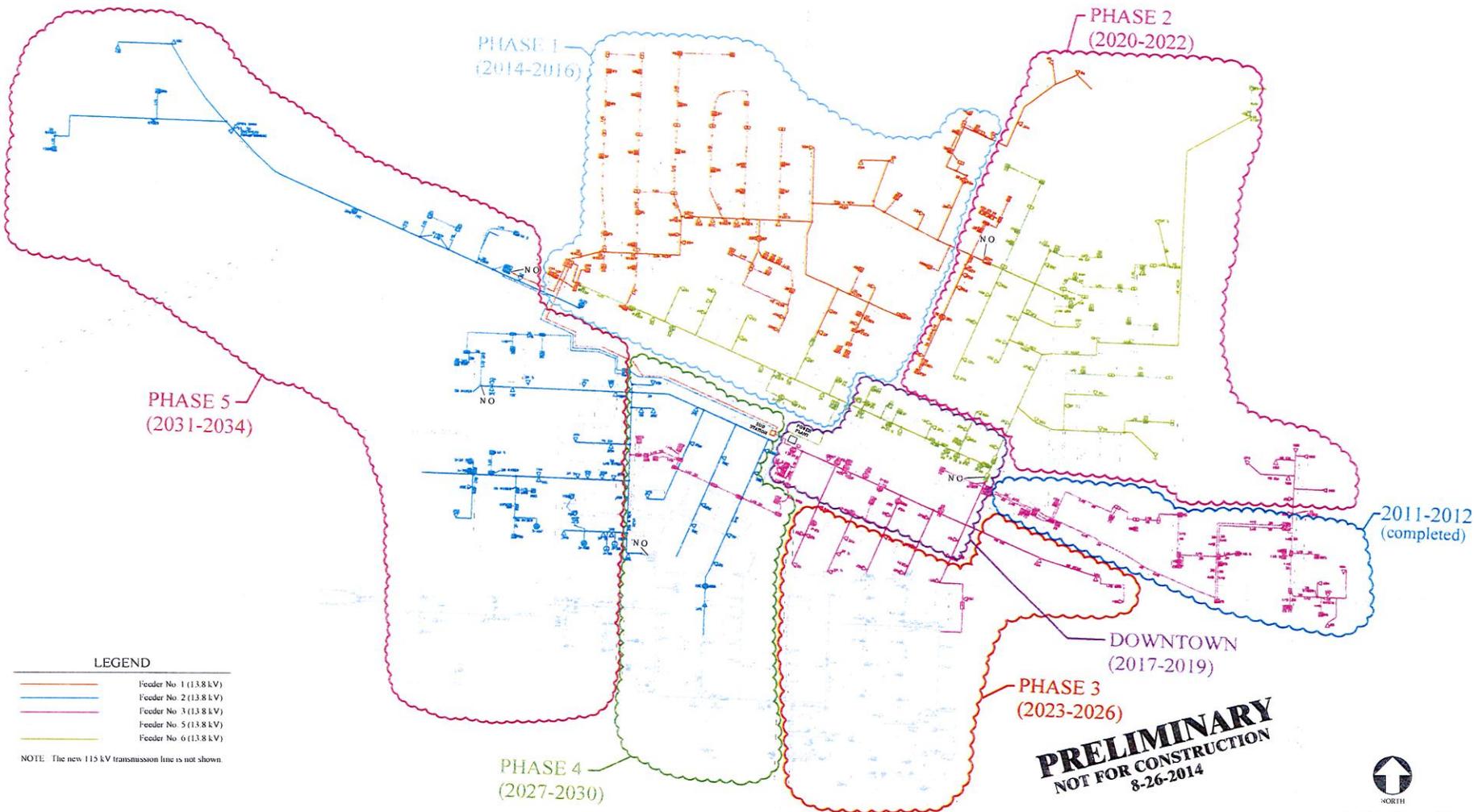
EXISTING SYSTEM
 OVERHEAD TO UNDERGROUND MASTER PLAN

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 W
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 FIGURE 1

P:\04\09108\EXISTING SYSTEM.DWG

Proj. Date: 8-26-2014 4:14:55 PM

P:\1410\141018.DWG PROJECT SEQUENCING.DWG



REV	DATE	DESCRIPTION

DGR ENGINEERING

Project Manager: ADK
 Designer: SPM
 Project Number: 419008
 Phone: (712)-472-2531

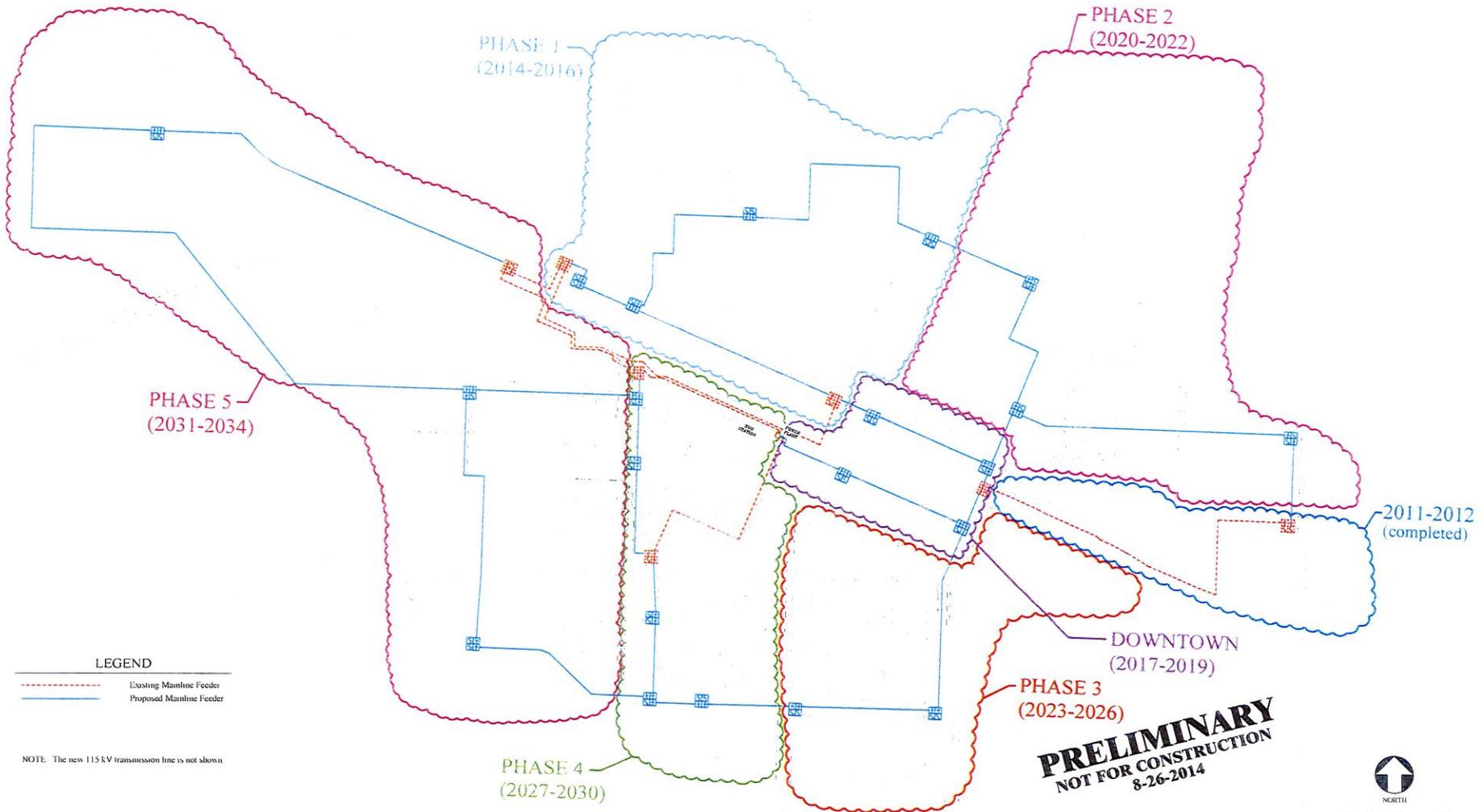
CITY OF BENSON
 BENSON, MINNESOTA

PROJECT SEQUENCING - EXISTING LAYOUT
 OVERHEAD TO UNDERGROUND MASTER PLAN

DWG NO. **FIGURE 2**

Rev. Date: 8-26-2014 Rev. 2: INT.

P:\04\0408\0408\PROJECT SEQUENCING\MAINLINE.DWG



REV.	DATE	DESCRIPTION

Project Manager: ADK
 Designer: SPM
 Project Number: 419008
 Phone: (712) 472-2531

CITY OF BENSON
 BENSON, MINNESOTA

PROJECT SEQUENCING - MAINLINE FEEDER
 OVERHEAD TO UNDERGROUND MASTER PLAN

DWG NO. 12
 FIGURE 3

CHAPTER 118: LODGING TAX

Section

- 118.01 Definitions
- 118.02 Imposition of lodging tax
- 118.03 Exceptions and exemptions
- 118.04 Advertising no lodging tax
- 118.05 Collections
- 118.06 Payment and returns
- 118.07 Processing returns
- 118.08 Failure to file return
- 118.09 Interest
- 118.10 Application of payments
- 118.11 Enforcement
- 118.12 Administration of lodging tax
- 118.13 Examination of records
- 118.14 Appeals
- 118.15 Use of proceeds
- 118.16 Benson Area Tourism Board

- 118.99 Penalty

§ 118.01 DEFINITIONS.

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

GROSS RECEIPTS. The total amount received, in money or otherwise, for lodging as measured by the rate for the lodging.

HOTEL, MOTEL AND TOURISM COURT. Every building or structure or enclosure, or any part thereof, kept, used as, maintained as, or advertised as, or held out to the public to be an enclosure where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week.

LODGER. The person obtaining lodging from an operator.

LODGING. The furnishing for a consideration of lodging by a hotel, motel, rooming house, tourist court, resort, bed and breakfast, public/private campground except where lodging shall be for a continuous period of 30 days or more to the same lodger. The furnishing of rooms owned by religious, educational or nonprofit organizations for self-sponsored activities shall not constitute **LODGING** for purposes of this chapter.

LODGING TAX. A tax imposed by the city of 3% of the gross receipts from the furnishing for consideration of lodging.

MUNICIPAL CAMPGROUND. Property owned by the city used to provide temporary lodging for the public while fishing, hunting, vacationing, or touring in tents, campers, or other portable shelters owned by such members of the public.

OPERATOR. The person who is the proprietor of the lodging facility, whether in the capacity of owner, lessee, sublessee, licensee or any other capacity.

PERSON. Any person, persons, firm, corporation, partnership, trustee, lessee, or receiver. Whenever used in any clause prescribing and imposing a penalty, the terms **PERSON** or **WHOEVER** as applied to any unincorporated entity shall mean the partners or members thereof, and as applied to corporations, the officers and agents thereof.

RESORT. Any building, structure, or enclosure or any part thereof, located on, or on property neighboring any lake, stream, or skiing or hunting area for purposes of providing convenient access thereto, kept, used, maintained or advertised as, or held out to the public to be an enclosure where sleeping accommodations are furnished to the public, and primarily to those seeking recreation, for periods of one day, one week, or longer, and having for rent five or more cottages, rooms or enclosures. (Ord. 1117.05, passed 12-12-05)

§ 118.02 IMPOSITION OF LODGING TAX.

Pursuant to M.S. § 469.190, there is hereby imposed a lodging tax on the gross receipts from the furnishing for consideration of lodging within the city. The lodging tax shall be at the rate of 3% of the gross receipts from the furnishing for consideration of lodging. In no case shall the lodging tax imposed by this chapter upon an operator exceed the amount of lodging tax that the operator is authorized and required by this chapter to collect from the lodger. (Ord. 1117.05, passed 12-12-05)

§ 118.03 EXCEPTIONS AND EXEMPTIONS.

(A) *Exceptions.* The lodging tax shall not apply to the furnishing for consideration of lodging for a continuous period of 30 days or more to the same lodger.

(B) *Exemptions.* An exemption shall be granted to any person as to whom or whose occupancy it is beyond the power of the city to tax. No exemption shall be granted except upon a claim made at the time the rent is collected. Such claim shall be made in writing and under penalty of perjury on forms provided by the city. All such claims shall be forwarded to the city when the returns and collections are submitted as required by this chapter.

(Ord. 1117.05, passed 12-12-05)

§ 118.04 ADVERTISING NO LODGING TAX.

It shall be unlawful for any operator to advertise or hold out or state to the public or any customer, directly or indirectly, that the lodging tax or any party thereof will be assumed or absorbed by the operator, or that it will not be added to the rent or that, if added, it or any part thereof will be refunded. (Ord. 1117.05, passed 12-12-05)

§ 118.05 COLLECTIONS.

Each operator shall collect the lodging tax imposed by this chapter at the time the rent is paid. The lodging tax collected shall be deemed to be held in trust by the operator for the city. The amount of lodging tax shall be separately stated from the rent charged for the lodging and those persons paying the lodging tax shall receive a receipt of payment from the operator. (Ord. 1117.05, passed 12-12-05)

§ 118.06 PAYMENT AND RETURNS.

(A) Every person who collects lodging tax shall pay the lodging tax collected to the city monthly on or before the 20th of the month in which the lodging tax is collected. At the time of payment, such person shall submit a return upon such forms and containing such information as the City Clerk may require. At the minimum, the return shall contain the following minimum information:

- (1) The total amount of consideration collected for lodging during the period covered by the return;
- (2) The total amount of exceptions/exemptions;
- (3) The amount of lodging tax required to be collected and due for the period;
- (4) The signature of the person filing the return or that of his or her agent duly authorized in writing;
- (5) The period covered by the return;
- (6) The amount of uncollectible consideration charged subject to the lodging tax.

(B) The operator may offset against the lodging taxes payable with respect to any reporting period, the amount of lodging tax that became uncollectible during such reporting period, but only in proportion to the portion of such consideration which became uncollectible.

(Ord. 1117.05, passed 12-12-05)

§ 118.07 PROCESSING RETURNS.

The City Clerk shall, after a return is filed, examine the same and make any investigation or examination of the records and accounts of the person making the return deemed necessary for determining its correctness. The lodging tax computed on the basis of such examination shall be the lodging tax due. If the lodging tax due is found to be greater than paid, such excess shall be paid to the city within ten days after receipt of a notice thereof given either personally or sent by registered mail to the address shown on the return. If the lodging tax paid is greater than the lodging tax found to be due, the excess shall be refunded to the person who paid the lodging tax to the city within ten days after determination of such refund.

(Ord. 1117.05, passed 12-12-05)

§ 118.08 FAILURE TO FILE RETURN.

The City Clerk shall notify any operator of a facility who fails to file a return or who files an incorrect, false or fraudulent return of such fact. Such operator shall file such return or corrected return within five days of the receipt of such written notice and pay any lodging tax due thereon. If such persons shall fail to file such return or corrected return, the City Clerk shall make a return or corrected return for such person from such knowledge and information as the City Clerk can obtain, and assess the lodging tax due on the basis thereof, which said lodging tax shall be paid within five days of the receipt of written notice and demand for such payment. Any such return or assessment made by the City Clerk shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceeding in respect thereto.

(Ord. 1117.05, passed 12-12-05)

§ 118.09 INTEREST.

The amount of lodging tax not timely paid, together with any penalty, shall bear interest at the rate of 8% per annum from the time such lodging tax should have been paid until paid. Any interest and penalty shall be added to the lodging tax and be collected as part thereof.

(Ord. 1117.05, passed 12-12-05)

§ 118.10 APPLICATION OF PAYMENTS.

All payments shall be credited first to penalties, next to interest and then to the lodging tax due.

(Ord. 1117.05, passed 12-12-05)

§ 118.11 ENFORCEMENT.

If any portion of the lodging tax imposed by the city, including penalties thereon, is not paid within 30 days after it is required to be paid, the city attorney may institute legal action as may be necessary to recover the amount due plus interest penalties, the costs and disbursement of any action.
(Ord. 1117.05, passed 12-12-05)

§ 118.12 ADMINISTRATION OF LODGING TAX.

The City Clerk shall administer and enforce the assessment and collection of the lodging taxes imposed by the city. The City Clerk shall prepare blank forms for the returns and other documents required by this section and shall make them available to members of the public.
(Ord. 1117.05, passed 12-12-05)

§ 118.13 EXAMINATION OF RECORDS.

The City Clerk may examine the books, papers, and records of any operator of a facility subject to the lodging tax imposed by the city in order to verify the accuracy of any return made, or if no return was made, to ascertain the lodging tax imposed by the city through this chapter. Every such operator is directed and required to give the City Clerk the means, facilities and opportunity for such examination and investigations as are hereby authorized.
(Ord. 1117.05, passed 12-12-05)

§ 118.14 APPEALS.

Any operator aggrieved by any notice, order or determination made by the City Clerk under this section may file with the City Clerk a petition for review of such notice, order or determination by the City Council. The petition shall contain the name of the petitioner, the petitioner's address, the location of the lodging facility, the order, notice or determination subject to the review and the basis for the request for review. Upon receipt of the petition, the City Clerk will place the matter on the City Council agenda for a hearing as soon as practical. The City Clerk shall give the petitioner at least five days prior written notice of the date, time and place of such hearing. At the hearing, the petitioner shall be given an opportunity to show cause why the notice, order or determination should be modified or withdrawn. The City Council shall make written findings of fact and conclusions based upon this chapter and the evidence presented. The City Council may modify, reverse or affirm the notice, or order or determination that is subject to the review. All requests for review must be made within one year of the date of notice, order or determination.
(Ord. 1117.05, passed 12-12-05)

§ 118.15 USE OF PROCEEDS.

Ninety-five percent of the gross proceeds obtained from the collection of lodging taxes shall be used by the city to fund a local convention or tourism bureau for the purpose of marketing and promotion the city as a tourist or convention center.

(Ord. 1117.05, passed 12-12-05)

§ 118.16 BENSON AREA TOURISM BOARD.

(A) *Appointment of members.* The Benson Area Tourism Board is hereby established for the purpose of advising and assisting the City Council on the promotion of the Benson area as a tourist destination and/or convention site and in the allocation and utilization of the lodging tax proceeds collected within the city to further that purpose. The first board shall consist of seven persons; the Chamber of Commerce Manager, two persons appointed for a term of one year, two persons appointed for a term of two years, and two persons appointed for a term of three years. Thereafter each appointment or reappointment shall be for three years. No person may serve longer than two consecutive terms other than the Chamber of Commerce Manager. When making the appointments, priority shall be given to recommendations of the Chamber of Commerce. The Council may, at their discretion, ensure that there is representation on the board of a person or persons engaged in the business of providing lodging in the Benson area.

(B) *Meetings, administrative rules and matters.* The Benson Area Tourism Board shall meet a minimum of once of every four months, and the members shall determine the place of the meetings and shall adopt its own rules and regulations governing such meetings, subject to the provisions of this chapter.

(C) *Recommendations to Council.* The Benson Area Tourism Board shall make recommendations to the Council on the promotion of the Benson area as a tourist destination and/or convention site and for the allocation and utilization of the lodging tax proceeds.

(Ord. 1117.05, passed 12-12-05)

§ 118.99 PENALTY.

(A) The following penalties shall apply in the given situations:

(1) Failure to file a return or pay lodging tax to the city within 30 days of the due date: a penalty of 10% of the unpaid lodging tax.

(2) Failure to file a return or pay lodging tax imposed by the city by more than 30 days but less than 60 days of the due date: a penalty of 15% of the unpaid lodging tax.

(3) Failure to file a return or pay lodging tax imposed by the city by more than 60 days but less than 90 days of the due date: a penalty of 20% of the unpaid lodging tax.

(4) Failure to file a return or pay lodging tax imposed by the city by more than 90 days of the due date: a penalty of 25% of the unpaid lodging tax.

(B) If the penalty as computed does not exceed \$10, a minimum penalty of \$10 shall be assessed. The penalty shall be collected in the same manner as the lodging tax.
(Ord. 1117.05, passed 12-12-05)

BYLAWS

Benson Area Tourism Board

ARTICLE I

AUTHORIZATION

Section 1. Benson Area Tourism Board.

The name of this organization shall be the Benson Area Tourism Board, such having been established by the Lodging Tax Ordinance, Title XI, Chapter 118 of the Benson City Code, which was adopted by the City Council of the City of Benson, Minnesota. Such authority was granted to the City of Benson, Minnesota pursuant to Minnesota Statute § 469.190.

Section 2. Public Body.

The Board shall be a "public body", and shall operate as a public body pursuant to the Open Meetings Law for the State of Minnesota pursuant to Minnesota Statute Chapter 13D.

Section 3. Authority and Purpose.

The Board shall advise and assist the Benson City Council in promoting the Benson area as a tourist destination and/or convention site and in the allocation and utilization of the lodging tax proceeds collected by the City for that purpose.

Section 4. Objectives and Mission.

The Board's objectives shall be to promote, solicit, and encourage tourism in the City of Benson and surrounding area, and to provide such services as are related to tourism. The Board shall represent the City of Benson and surrounding area in promoting the Benson area through state, national, and international advertising, and promotion of the Benson and surrounding area for business and pleasure.

ARTICLE II

GOVERNING BODY

Section 1. Governing Body.

An organization to promote and develop tourism in Benson, Minnesota is hereby created and established.

Section 2. Appointment of Membership.

- a) The Benson Area Tourism Board shall consist of six (6) members who shall be appointed and approved by the City Council, shall also be residents of the City of Benson, and the City Council will give priority to applications from persons engaged in the business of providing lodging in the Benson area.
- b) The Finance Officer of the City of Benson shall serve as an ex officio member and serve as Finance Officer of the Tourism Board. The City Manager shall serve as an ex officio member of the Tourism Board and either the Finance Officer or City Manager will be present at the meetings on an as needed basis. The Benson Area Chamber Manager will serve as the Secretary of the Tourism Board. These three ex officio members will be non-voting members.

Section 3. Terms of Appointments.

The initial terms of the members of the Board shall be as follows: The initial term of two members appointed from shall be for a one-year term. The initial term of the next two members shall be for a two-year term. The remaining initial members shall be appointed for terms of three years each. Thereafter, all terms shall be for three years. Reappointment to the Board shall be limited to two consecutive terms.

Section 4. Vacancies.

Any vacancy occurring in any group shall be filled with an appointment for the remainder of the unexpired term by the City Council.

Section 5. Compensation.

Members of the Board shall serve without compensation but may be provided lunch in connection with the performance of their duties in accordance with such rules as the Board may from time to time adopt.

ARTICLE III

MEETINGS

Section 1. Regular and Special Meetings.

The Board shall meet as deemed necessary by the Chairperson but in any event it shall hold meetings at least quarterly. Special Meetings of the Board may be called at any time by the Chairperson or Vice Chairperson. At least forty-eight (48) hours written notice of the time and place of Special Meetings shall be given by the Secretary or by the Chairperson to each member of the Board.

The Board may adopt its own rules of procedure or in absence thereof, "Robert's Rules of Order" shall apply.

Section 2. Meetings by Means of Conference Telephone.

Members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2 shall constitute presence in person at such meeting.

Section 3. Unanimous Consent in Writing.

Unless otherwise prohibited by law, Board actions may be taken without a meeting and without a vote if unanimous consent of the Board is obtained in writing setting forth the action taken in detail and the writing is signed by all Directors entitled to vote.

Section 4. Open Meetings.

All meetings of the Board are to be held in accordance with Minnesota Statute Chapter 13D, commonly referred to as the Open Meetings Law.

Section 5. Attendance/Removal.

Faithful attendance at all meetings of the Board and conscientious performance of the duties required of members of the Board shall be considered a prerequisite of continuing membership on the Board. Any member, who misses more than three (3) consecutive meetings without an excused absence or for any good cause related to performance of duties, may be replaced at the recommendation of the Board, and in the discretion of the Benson City Council.

Upon request of the member proposed for removal, the City Council shall hold a hearing on the removal before it becomes effective.

Section 6. Quorum.

A quorum shall consist of three (3) voting members of the Board.

Section 7. Voting/Rules of Conduct for Members.

No voting member shall be excused from voting, except upon matters involving consideration and determination in which a member has a direct personal or financial interest.

However, ownership of a tourism-related business and/or serving as a board member of a non-profit tourist attraction/organization shall not constitute a sufficient reason to be excused if an equal degree of general financial interest applies to other members and no direct personal or financial interest is gained.

Each member shall maintain the confidential nature of confidential material to which members may become privy to as a member of the Board. No Board member shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which a reasonable person would believe that the gift was intended to influence him/her in the performance of his/her duties, or was intended as a reward for any official action on his or her part.

Section 8. Minutes.

The Board shall be responsible for keeping records of all meetings, including minutes, resolutions, discussions, findings, recommendations and attendance records. The minutes shall be available for public inspection during regular business hours, and in accordance with Minnesota Statute Chapter 13.

ARTICLE IV

OFFICERS

Section 1. Officers.

The Officers of the Board shall be a Chairperson, Vice-Chairperson, Secretary and Treasurer. The Chairperson of the Board shall be designated by the City Council. The Board shall elect from the membership a Vice-Chairperson to serve in the absence of the Chairperson. The Finance Officer of the City of Benson shall be the ex-officio Finance Officer of the Board, and the City Manager of the

City of Benson shall be an ex-officio member of the Board. The Benson Area Chamber Manager shall be the Secretary to the Board.

Section 2. Chairperson.

The Chairperson shall call and preside at all regular and special meetings of the Board and make certain that lawful notices are provided to the members, to the public, and to the media. The Chairperson shall, with the assistance of the Secretary and/or Treasurer, be responsible for the preparation of the agendas for the meetings of the Board. In addition, the Chairperson shall also perform such additional duties as may from time to time be designated by the Board.

Section 3. Vice-Chairperson.

The Vice-Chairperson shall act in absence of the Chairperson to perform the duties and exercise the office that would be performed by the Chairperson. Also, the Vice-Chairperson shall perform such other duties as from time to time may be delegated to the Vice-Chairperson by the Board.

Section 4. Secretary.

The Secretary shall be responsible for keeping accurate records of all acts, proceedings and minutes of the Board. The Secretary shall further assist the Chairperson in causing all appropriate notices to be given as are required to the public, the media and as otherwise by law required. That additionally, the Secretary shall perform all other duties as may from time to time be delegated to the Secretary by the Board.

The Secretary of the Board shall be the Benson Area Chamber Manager for the City of Benson, Minnesota, and shall act as an ex officio member of the Board.

Section 5. Treasurer.

The Treasurer shall have the custody of all funds collected pursuant to Title XI, Chapter 188 of the Benson City Code. The Treasurer shall receive, deposit, and disburse the same under the direction of the Board and City Council. The Treasurer shall keep full and accurate accounts of the finances of the Board and shall further report to the members of the Board and the City Council for the City of Benson, Minnesota.

The Treasurer of the Board shall be the Finance Officer for the City of Benson, Minnesota, and shall act as an ex officio member of the Board.

ARTICLE V

COMMITTEES

Section 1. Committees.

Committees may be established by the Board from time to time and may be assigned such duties and responsibilities as are deemed appropriate by the Board. Committee members may be non-board members.

Section 2. Committee's Duties to Board.

Committees shall have the duty to make recommendations as are deemed appropriate to the Board, but shall not undertake any activity or encumber or spend funds without the approval of the Board.

ARTICLE VI

ADMINISTRATIVE STAFF

Section 1. Administrative Staff.

The Board may employ staff, subject to the provisions of these bylaws, to assist in carrying out the objectives and mission of the Board. In addition, the Board may contract with another entity to assist in carrying out the objectives and mission of the Board.

ARTICLE VII

FISCAL AFFAIRS

Section 1. Annual Budget.

The Board's calendar year shall begin on January 1st and end on the following December 31st. The Board shall submit a proposed annual budget to the Benson City Council for their review and comment prior to the Board's formal budget adoption, and shall at least once annually hold a joint travel and tourism planning/goal-setting session with the Benson City Council.

Section 2. Use of Lodging Tax Proceeds.

The Board shall use the proceeds collected through the lodging tax for the purposes set out in Title XI, Chapter 118 of the Benson City Code adopted by the City of Benson on _____, or as may be amended.

Section 3. Audits.

The Board shall cause an independent annual audit to be made of all revenues and expenditures, following the close of the calendar year. Such audit shall be submitted to the Benson City Council after presentation to the Board.

Section 4. Contracts and Instruments.

The Board may authorize the Officers of the Board to enter into contracts or execute and deliver instruments, provided such have been approved by the Board, and that the required expenditure funds, if any, have been provided by the Board.

Section 5. Checks, Drafts, and Orders.

All checks, drafts or orders for the payment of money issues in the name of the Board shall be signed by the appropriate officers of the Board, in accordance with procedures adopted from time to time by the Board.

Section 6. Bonding.

The Board shall obtain a bond or bonds on the Treasurer or any other officers and in such amounts as shall in the opinion of the board protect the Board from loss.

Section 7. Indemnity.

The Board shall indemnify and hold harmless any member, officer, or employee of the Board for any loss, including reasonable expense, incurred in defense of any action or claim, resulting to such member, officer or employee as a result of serving in such capacity, except to the extent such loss might be occasioned by intentional wrongdoing.

Section 8. Reports to the Benson City Council.

The Board shall report quarterly and at the close of the calendar year to the Benson City Council, as to its receipts and expenditures for the preceding quarter and for the year, in such detail as the Council shall require.

Section 9. Gifts.

The Board may accept (with the approval of the Benson City Council) any contribution, gift, bequest or devise, for any purpose consistent with the objectives and missions of the Board, and as may otherwise be subject to law.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments.

These bylaws or any portion thereof may be amended, altered or repealed by the affirmative vote of five-sixths (5/6) of all of the voting members of the Board.

ARTICLE IX

ADOPTION

Section 1. Adoption.

These bylaws shall become the bylaws of the Benson Area Tourism Board upon adoption.



INVOICE

Invoice Number	824808
Invoice Date	August 28, 2014
Customer Number	92404
Project Number	193802891

Bill To

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

Please Remit To

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

Project Description: Railroad Crossing Study

Stantec Project Manager:	Harter, Peggy D
Stantec Office Location:	Fargo ND
Current Invoice Due:	\$4,060.09
For Period Ending:	August 22, 2014

Due on Receipt

INVOICE

Invoice Number
Project Number

824808
193802891

Top Task 200

Railroad Study

Collect railroad inventory, accident history forms and existing City plans, review base graphics, send data to MicroStation, develop study report, analyze crash history, conduct site visit.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineer	0.50	122.00	61.00
	0.50		61.00
GIS Specialist	0.75	106.00	79.50
	4.00	128.00	512.00
	4.75		591.50
Project Manager	20.00	141.00	2,820.00
	3.00	152.00	456.00
	23.00		3,276.00
Project Technician	0.25	71.00	17.75
	0.25		17.75
Professional Services Subtotal	28.50		3,946.25

Top Task 200 Total **3,946.25**

Top Task ZZZ Expenses

Disbursements

	Current Amount
Direct - Meals	6.32
Direct - Vehicle (mileage)	107.52
Disbursements Subtotal	113.84

Top Task ZZZ Total **113.84**

Total Fees & Disbursements \$4,060.09

INVOICE TOTAL (USD) **\$4,060.09**

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of _____, ~~2009~~2014, is between the City of Benson, Minnesota, a municipal corporation (the "Owner"), whose address is 1410 Kansas Ave., Benson, Minnesota 56215-1718, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102-1758.

RECITALS:

WHEREAS, Owner is the owner of a municipal wastewater treatment plant as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing on ~~July 16, 2009~~ January 1, 2015, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibit B of this Agreement.

1.2 Commencing with the Effective Date of this Agreement, PeopleService shall **implement continue** its standard operating procedures₁. **Within one hundred eighty (180) days after the Effective Date of this Agreement, PeopleService shall place into operation** preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted for the wastewater utility system and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such records shall be available for inspection by Owner at all reasonable times.

1.3 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services (one line at the wastewater treatment plant including local, long-distance and internet service), **chemicals (chlorine, sulfur dioxide and ferric chloride, subject to the limitations contained in Sections 5.4 of this Agreement)**, materials, supplies, contracted services, **and** insurance, **and equipment maintenance and repair (subject to the limitations contained in Sections 1.4 and 2.1.b of this Agreement)**.

1.4 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of the labor required to perform the maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, **except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of \$38,281 period from the Effective Date of this Agreement to December 31, 2010. For subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 5.2 of this Agreement, beginning from an annual base of \$26,250. In performing maintenance and repairs, PeopleService will use the accounts of the Owner to procure the necessary supplies and parts and will perform said maintenance and repair in as an economical a manner as is possible and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService will refund to Owner any unused monies less than the maximum annual maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner. Any repair**

expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision at the end of the 12-month period. Owner shall reimburse PeopleService for such excess expenditures.

1.5 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.6 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.7 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section 1.7, PeopleService shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- (a) Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
- (b) The malfunction or failure of equipment which is not due to the negligent acts, errors or omissions of PeopleService;
- (c) Construction activities which are undertaken to improve the wastewater treatment process but which are beyond the operating scope of services of PeopleService as delineated in this Article I; or
- (d) Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.

In no event shall PeopleService be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on **the Effective Date of this Agreement July 16, 2009**, and which are not due to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

1.8 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided with respect to similar contract services.

1.9 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Minnesota which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;

(c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and

(d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

2.1 As part of this Agreement Owner agrees to assume the following responsibilities:

(a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;

(b) Owner shall be responsible for all capital replacement and major supplies and parts necessary for the maintenance/repair activities expenditures which are defined as nonrecurring expenditures greater than \$1,000, that Owner determines necessary and required, provided that PeopleService will first be consulted for justification and need;

(c) Owner shall be responsible for filing, obtaining, and maintaining the NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits;

(d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;

(e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities and warrants

that such operating equipment is in good condition;

(f) Owner shall be responsible for all damage to the Facilities, components thereof, PeopleService equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.7 as well as fines imposed for failure to report as required by Section 2.1(c).

(h) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(i) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(j) Owner shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by

malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. Additionally, Owner shall indemnify PeopleService, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV – SHARED RESPONSIBILITIES

4.1 Owner and PeopleService shall provide staffing, one employee per weekend, for weekend rounds and inspections of both the Owner's water and wastewater treatment facilities on a rotating basis. These weekend rounds and inspections shall be done on a four week rotation with the Owner being responsible for two of the four weekends with PeopleService being responsible for the other two weekends.

4.2 In addition to the employee who is performing said weekend rounds and inspections, both the Owner and PeopleService shall designate an on-call person for every weekend. In the event that the individual completing the weekend rounds and inspections discovers any problem, they shall resolve the problem if they are also the on-call person or they must contact the on-call person for the applicable facility who will either direct the weekend person on the

resolution of the problem or work to resolve it themselves.

4.3 The Owner and PeopleService shall each pay their own employees, and each party shall be fully responsible for all contributions and taxes payable under federal and state social security acts, unemployment compensation laws and income tax laws, and for worker's compensation and liability insurance coverage for their own employees.

ARTICLE V - COMPENSATION

5.1 As compensation for services rendered by PeopleService pursuant to this Agreement, beginning with the Effective Date of this Agreement Owner shall pay to PeopleService the sum of ~~\$12,227.50~~ \$20,111 for the month of July 2009 and \$24,455 per month during the succeeding ~~seventeen (17) months (August of 2009 through and including December of 2010)~~ twelve (12) months. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

5.2 The monthly compensation provided in Section 5.1 shall be adjusted on January 1st of each year, beginning on January 1, ~~2011~~2016. The basis for the annual adjustment for January ~~2011~~2016 shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between September ~~2009~~2014 and September ~~2010~~2015. For each year thereafter, the adjustment shall be the change in the CPI-U as reported between September of the year two years preceding the year of adjustment and September of the year immediately preceding the year of adjustment. This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

5.3 If for any ninety (90) day consecutive day period during the term of this Agreement the average quality and/or quantity of wastewater influent should significantly change (i.e. 20 percent in flow or loadings) compared to the average experienced during the twelve months immediately preceding the Effective Date of this Agreement, resulting in increased operating

costs, both parties will mutually agree to negotiate an adjustment to reflect the incremental costs. If the parties cannot agree on an adjustment within ninety (90) days following PeopleService's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party. .

5.4 Within sixty (60) days of the end of each contract year (February 28th), PeopleService shall provide the Owner with a statement showing the actual amount of money expended on chemicals at the facilities. Should the amount of actual expenditures for chemicals be less than the "base amount", PeopleService will include a refund equal to the portion of the "base amount" that remains. If the actual expenditures exceed the "base amount", PeopleService shall include an invoice equal to the amount the actual expenditures exceed the "base amount", which the Owner agrees to pay in accordance with the terms of Section 5.1 of this Agreement. The "base amount" for the first seventeen and one-half months (17 ½) of this Agreement shall be \$71,458. The "base amount" shall be escalated annually in accordance with Section 5.2 of this Agreement beginning from an annual base of \$49,000.

ARTICLE VI - TERM OF AGREEMENT

6.1 This Agreement shall remain in full force and effect until December 31, ~~2014~~2019. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VII - TERMINATION

7.1 This Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

7.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by any event which is beyond the reasonable control of PeopleService,

including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VIII - MISCELLANEOUS

8.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditure for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 5.1 of this Agreement.

8.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

8.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to PeopleService, Attention: President, and to Owner, Attention: City Manager, at the addresses set forth for each in the opening paragraph of this Agreement.

8.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Minnesota.

8.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement except to a parent, affiliate, or wholly owned subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld. For purposes of this Section 8.5, an affiliate is defined as a company, the controlling interest in which

is owned by the parent of the party.

8.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

8.7 As a government contractor, PeopleService must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age, sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

8.68 Owner agrees not to offer employment to or to hire any current or former employee of PeopleService until twelve (12) months has lapsed since the employee's termination from PeopleService. This restriction shall not apply to employees who worked for the Owner prior to their employment with PeopleService.

8.9 Upon the Effective Date of this Agreement, that certain Operation and Maintenance

Agreement dated June 22, 2009 between the Owner and PeopleService shall automatically terminate and shall be superseded by this Agreement.

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

PEOPLESERVICE, INC.

CITY OF BENSON, MINNESOTA

President

Mayor

Attest: _____
Assistant Secretary

Attest: _____
City Manager

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- **WASTEWATER SYSTEM:** The wastewater collection system consisting of various sizes of interceptor mains, five grinder pump stations and the nine system lift stations; and a Class "A" activated sludge wastewater treatment plant consisting of a bar screen, an aerated grit tank, an overflow basin, a primary clarifier, two trickling filters, an aerated tank, chemical addition for phosphorus removal, two final clarifiers, two effluent filters, a chlorination unit, a sulfonator (for dechlorination), one primary and one secondary anaerobic sludge digester, a sludge storage tank, an emergency generator, monitoring stations and an office/control building. The facility has an average wet weather flow of .985 MGD with five-day carbonaceous biochemical oxygen demand (CBOD₅) strength of 123 milligrams per liter at wet weather design flow.

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

- Provide the personnel necessary to manage, operate, and maintain the Owner's wastewater collection (including the nine lift stations) and treatment facilities to achieve optimum performance and to maintain equipment for system integrity, within the Owner's budgeted resources.
- Provide technical training to the wastewater operators on treatment process, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.
- Procure and pay for all consumable supplies, one communication line at the wastewater treatment plant (local, long-distance and internet service), **chemicals (chlorine, sulfur dioxide & ferric chloride subject to the limitations contained in Section 5.4 of this Agreement)**, vehicle fuels, materials and services necessary for the safe and efficient day to day operations.
- Monitor, sample, analyze, and report as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit for wastewater treatment. For the testing required by the NPDES permit (both influent and effluent CBOD, TSS, phosphorus, ammonia, mercury, pH, fecal coli-form, DO, and residual chlorine, as well as the bio-solids analysis and soil testing) PeopleService will collect the samples and have them analyzed by a commercial laboratory. PeopleService will be responsible for the cost of the shipping and laboratory analysis of the samples. For any additional testing required by regulatory agencies but not part of the current

NPDES permit, PeopleService will collect the samples, prepare them for delivery to the outside laboratory and ship them. The Owner will be responsible for the cost of the analysis completed by the laboratory.

- Be responsible for effluent quality, including liability for fines and civil penalties should permit conditions be violated, while plant loadings and flows are within the design capability of the wastewater treatment plant, but only in those situations where the permit conditions could have been met using existing in-place plant equipment.
- Act as liaison between the Owner and the MPCA and the federal E.P.A. in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
- Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
- PeopleService will be responsible for the disposal of the bio-solids (a properly certified operator shall attempt to make arrangements for and secure approved land application sites, will complete disposal of the bio-solids and will maintain the proper records of these activities). Using the Owner's equipment, PeopleService will complete the application of the bio-solids with the cost of fuel to operate the equipment being considered part of the maximum annual maintenance/repair fund. Any cost of securing the land application sites shall also be the responsibility of the Owner.
- Maintain cleanliness of process equipment and buildings, and general appearance of all buildings and grounds. The Owner would remain responsible for snow removal (PeopleService would clean the sidewalks at the wastewater treatment plant) and mowing at all wastewater sites.

- Using the Owner's equipment, PeopleService shall complete the annual cleaning of at least one-fourth (25%) of the wastewater collections system each year, as well as any areas identified as problem areas that require more frequent cleaning, and maintain adequate records of the work completed. **Beginning September 1, 2009** PeopleService shall also be responsible for responding to call-outs regarding blocked sewer lines, including using the Owner's equipment to clear any blockages located.

- **During the initial term of this Agreement,** PeopleService will **implement a continue to inspect manholes as part of the annual sewer line cleaning program inspection program by inspecting as many manholes as can be located.** All data will be documented and copies will be made available to the Owner.

- Properly secure and protect the utility facilities within the limits of available security devices.

- Provide a monthly, written report to designated officials of the Owner, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.

- Comply with all applicable city, state, and federal laws, regulation, and administrative rules.

- Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.

- Serve as a liaison between the Owner and any new or existing major contributing industries, and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and MPCA.

- Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.

- Provide assistance to the Owner for following Value Added Services:
 - * Five-Year Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
 - * Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
 - * Wastewater Rates Study
 - * Industrial Pre-Treatment Investigation
 - * Laboratory Quality Assurance and Quality Control (QA/QC) Program

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the wastewater treatment systems. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the wastewater systems.

C - For services requested by the Owner and provided by PeopleService that are beyond the Scope of Services contained in this Exhibit B, PeopleService shall charge the Owner at the rate of \$50 per hour between the hours of 8:00 a.m and 5:00 p.m Monday through Friday (except for holidays). At all other times and during holidays, the billing rate shall be \$75 per hour. Hours billed shall include any required travel time. Owner agrees to pay invoices for said charges in compliance with the terms contained in the paragraph 5.1 of this Agreement.



August 29, 2014

City of Benson
City Administrator
1410 Kansas Avenue
Benson, MN 56215

Re: Charter Communications, Inc.

Dear City Administrator:

As you may have read, Charter Communications, Inc. (“Charter”) and Comcast Corporation (“Comcast”) have entered into an agreement (“Agreement”) contingent upon Comcast’s pending merger with Time Warner Cable Inc. (“TWC”). The Agreement will require Charter to merge with and into a wholly owned indirect subsidiary of Charter which will become “New Charter,” and all shares of Charter shall become shares of New Charter. This will be a pro forma, internal restructuring which will not alter in any way the ultimate control of the franchisee in your community. After the restructuring is complete, Charter shares shall become shares of New Charter. The *pro forma* restructuring involving current Charter corporate entities and related to New Charter is depicted in Figures 1 and 2 in the following pages and will take place in four basic steps.

57. CCH I, LLC will distribute its interest in its subsidiary, CCH II, LLC, directly to CCH I Holdings, LLC.
58. CCH I Holdings, LLC will distribute its interests in CCH I, LLC directly to Charter Communications, Inc.
59. CCH I, LLC will convert to New Charter, a corporation, and form a new, wholly owned merger subsidiary (“Merger Sub I”).
60. Merger Sub I will merge with and into Charter, and Charter will survive as a subsidiary of New Charter, with Charter shareholders receiving New Charter shares.

If you determine that your consent is **not** required for this transaction to proceed, you need not take any further action. If, however, you believe your consent is necessary, we have provided copies of the Federal Communications Commission’s (“FCC”) Form 394, other information, and a draft consent resolution to help facilitate the consent process.

- **FCC Form 394.** FCC Form 394 (required copies enclosed) is designed to provide you with the relevant information needed to assess the financial, legal, and technical qualifications of Charter to be the ultimate parent entity of your cable franchisee.
- **Timing.** According to the FCC’s rules, you have a maximum of 120 days from the date you receive this information to review all materials and act upon our request for consent to the transaction. (Please note, your franchise may specify a shorter time frame).
- **Consent Resolution.** Should you choose to affirmatively consent to the transaction, we have enclosed a draft consent resolution to be used to help expedite the consent process. We would request that a consent resolution, if needed, be placed on your agenda for consideration at your earliest convenience.

All of us at Charter are excited about continuing to serve your community. If you have any questions about the FCC Form 394, the consent resolution, or any of the enclosed documents, please give me a call at 202.621.1900, send an email to mark.brown@chartercom.com, or send a facsimile to 202.733.5960.

Sincerely,

Mark E. Brown
Vice President, State Government Affairs
Charter Communications

Attachment and Enclosures

Figure 1
Organizational Structure
Immediately **Prior** to Pro Forma Reorganization

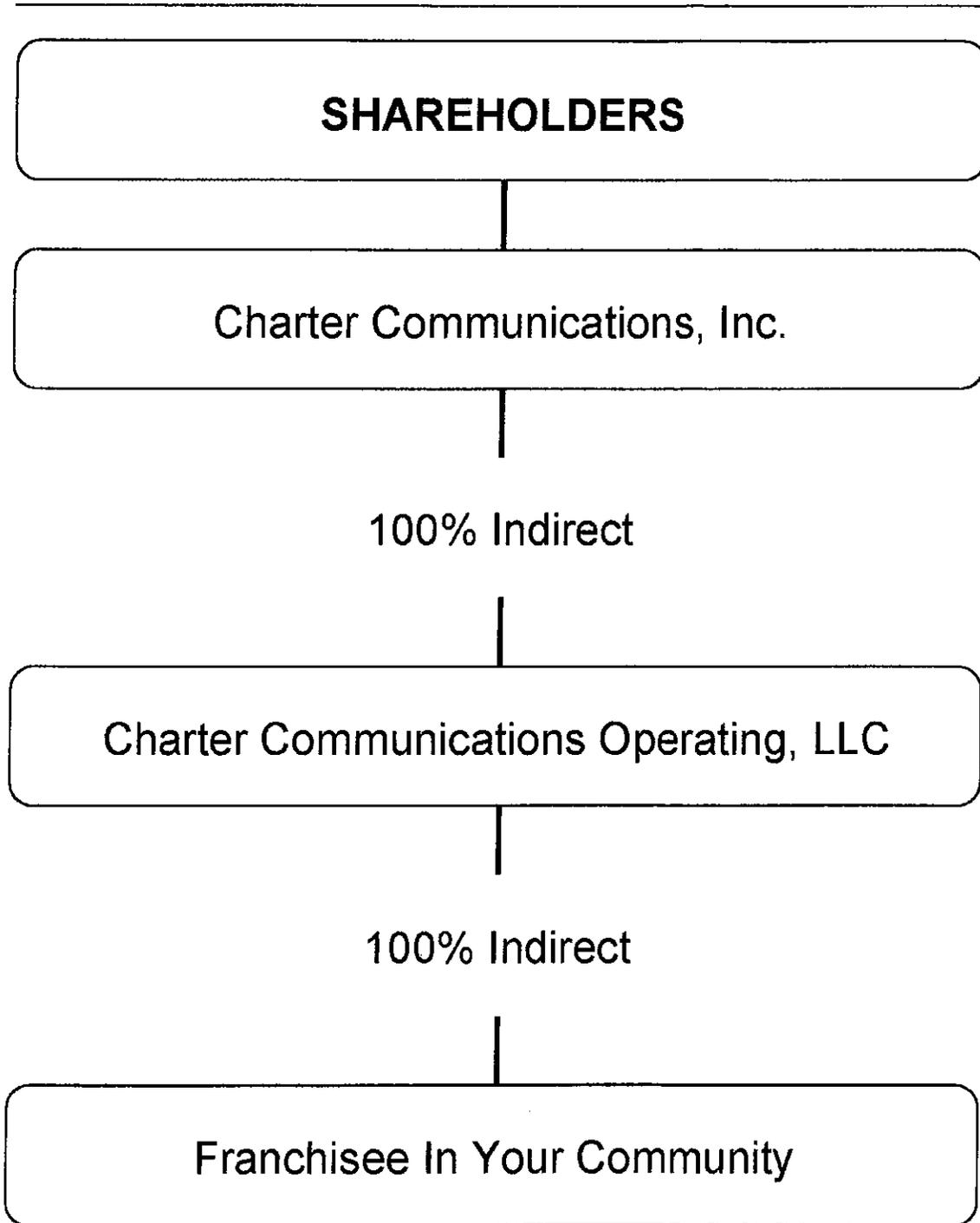
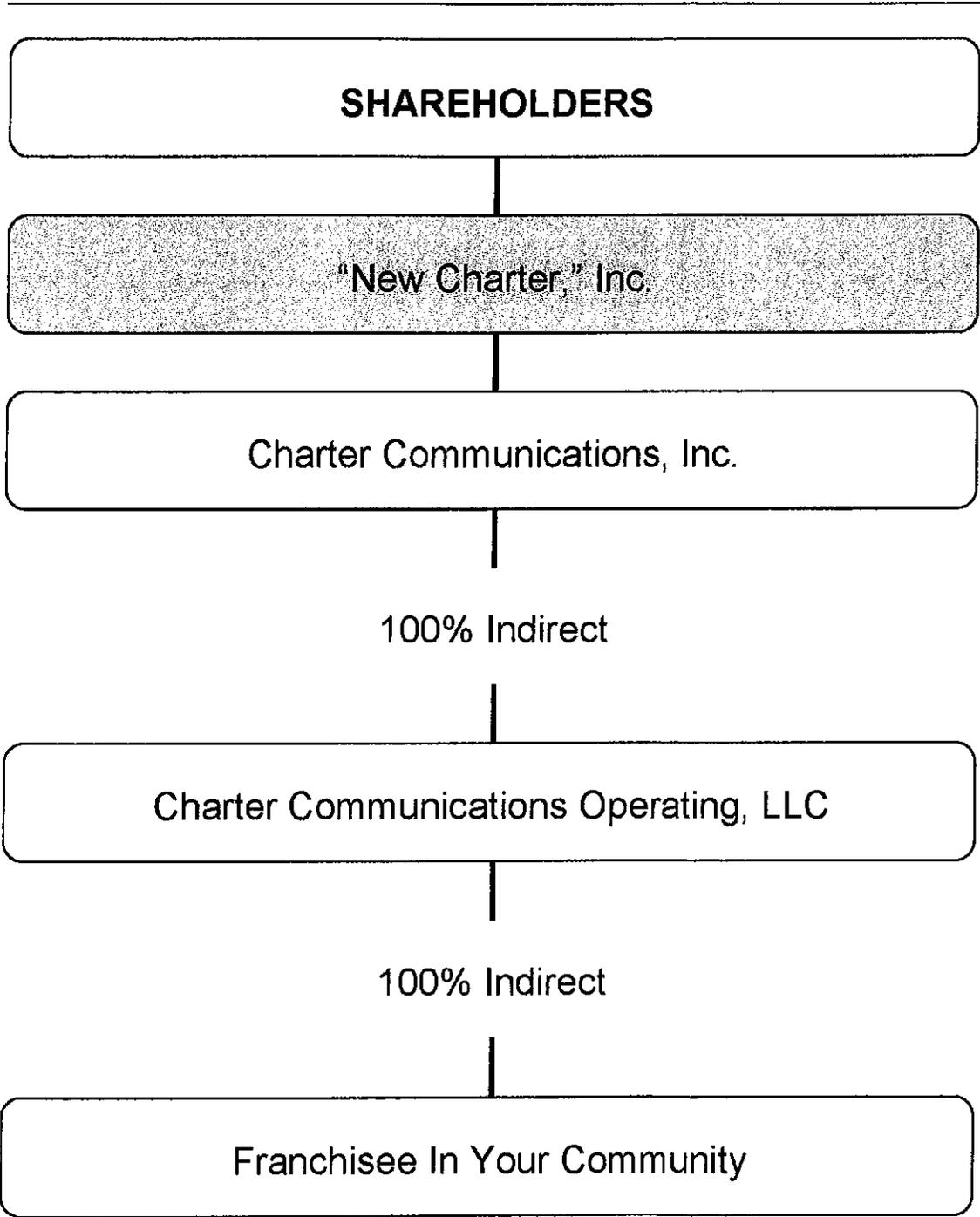


Figure 2
Organizational Structure
Immediately **After** to Pro Forma Reorganization



RESOLUTION NO. _____

CONSENT TO TRANSFER OF CONTROL

WHEREAS, CC VIII Operating, LLC (“Franchisee”) is the duly authorized holder of a franchise, as amended to date (the “Franchise”), authorizing Franchisee to serve the City of Benson, MN (the “Franchise Authority”) and to operate and maintain a cable television system there; and

WHEREAS, on February 12, 2014, Comcast Corporation (“Comcast”) and Time Warner Cable Inc. (“TWC”) entered into an Agreement and Plan of Merger; and

WHEREAS, on April 25, 2014, Charter Communications, Inc. (“Charter”) and Comcast entered into the Comcast/Charter Transactions Agreement, and contingent upon Comcast’s consummation of its acquisition of TWC, Charter shall undertake a *pro forma* corporate restructuring pursuant to which Charter will merge with and into a wholly owned indirect subsidiary of Charter which will become “New Charter,” which shall become the ultimate parent of Franchisee (“Transaction”); and

WHEREAS, the ultimate control of Franchisee will not change as a result of this corporate restructuring, and the stockholders of Charter shall become the stockholders of New Charter; and

WHEREAS, Franchisee has filed an FCC Form 394 with the Franchise Authority; and

WHEREAS, the Franchise Authority has considered and consents to the Transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:

The foregoing recitals are approved and incorporated herein by reference.

85. The Franchise Authority consents to the Transaction.

86. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this Resolution, all action necessary to approve the transfer of control of the Franchisee to Charter has been duly and validly taken.

87. Charter, New Charter or the Franchisee may (a) assign or transfer its assets, including the Franchise, provided that such assignment or transfer is to an entity directly or indirectly controlling, controlled by or under common control with Charter or New Charter; (b) restructure debt or change the ownership interests among existing equity participants in Charter or New Charter; (c) pledge or grant a security interest to any lender(s) of Charter’s or New Charter’s assets, including, but not limited to, the Franchise, or of interest in Charter or New

Charter, for purposes of securing any indebtedness; and (d) sell equity interests in Charter or New Charter or any of Charter's affiliates.

88. Upon closing of the Transaction, the Franchisee shall remain bound by the lawful terms and conditions of the Franchise.

89. This Resolution shall be deemed effective upon adoption.

90. This Resolution shall have the force of a continuing agreement with Franchisee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Charter or New Charter.

PASSED, ADOPTED AND APPROVED this ___ day of ____, 2014.

By: _____

Name: _____

Title: _____

ATTEST:

Clerk

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE: August 29, 2014	1. Community Unit Identification Number: MN0043
------------------------------	--

2. Application for: Assignment of Franchise Transfer of Control

3. Franchising authority: **City of Benson**

4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:
Benson, MN

5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	N/A
--	------------

6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as closing conditions are satisfied
--	--

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
Charter Communications, Inc.			
Assumed name used for doing business (if any)			
Charter			
Mailing street address or P.O. Box			
400 Atlantic Street			
City	State	ZIP Code	Telephone No. (include area code)
Stamford	CT	06901	203-905-7800

2. (a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing, or marketing information, or other information not otherwise publicly available, may be redacted.)

Exhibit No. 1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and transferee/assignee?

Yes No

If No, explain in an Exhibit

Exhibit No. See Exhibit No. 1

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) CCH I, LLC (to become "New Charter," a corporation).			
Assumed name used for doing business (if any) Charter			
Mailing street address or P.O. Box 400 Atlantic Street			
City Stamford	State CT	ZIP Code 06901	Telephone No. (include area code) 203-905-7800

(b) Indicate the name, mailing address, and telephone number of the person to contact, if other than the transferee/assignee.

Name of contact person (list last name first) Brown, Mark			
Firm or company name (if any) Charter Communications, Inc.			
Mailing street address or P.O. Box 1099 New York Ave., N.W., Suite 650			
City Washington	State DC	ZIP Code 20001	Telephone No. (include area code) 202-621-1900

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address 12405 Powerscourt Drive		
City St. Louis	State MO	ZIP Code 63131

2. Indicate on an attached Exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input checked="" type="checkbox"/> Corporation	a. Jurisdiction of incorporation: Delaware	d. Name and address of registered agent in jurisdiction: Corporation Service Company 2711 Centerville Road, Suite 400 Wilmington, DE 19808
	b. Date of incorporation: As soon as closing conditions are satisfied	
	c. For profit or non-for-profit: For profit	

<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	

<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	--	-----------------------

Individual

Other - Describe in an exhibit

Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.)
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Exhibit 3	
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
4

4. Has the transferee/assignee had any interest in or in connection with an application which has been dismissed or denied by any franchise authority?

Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
5

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authority (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
6

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

Exhibit No.
N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
7

SECTION III - TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.

Yes No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Exhibit No.
8

SECTION IV - TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
9

SECTION V - CERTIFICATIONS

PART 1 - Transferor/Assignor

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>Cath Bohigian</i>
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date August 29, 2014
	Print full name Catherine Bohigian
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer <input type="checkbox"/> Other: Explain: <p style="text-align: right;">Executive Vice President, Government Affairs</p>	

PART II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certified that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>Cath Bohigian</i>
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date August 29, 2014
	Print full name Catherine Bohigian
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer <input type="checkbox"/> Other: Explain: <p style="text-align: right;">Executive Vice President, Government Affairs</p>	

Exhibit 1

DESCRIPTION OF TRANSACTION

Comcast Corporation ("Comcast") and Charter Communications, Inc. ("Charter") have entered into the Comcast/Charter Transactions Agreement, dated as of April 25, 2014 (the "Agreement"), whereby, contingent upon the consummation of Comcast's pending acquisition of Time Warner Cable Inc. ("TWC"), three separate transactions will occur affecting the ownership of certain cable systems currently owned by Comcast, TWC, and Charter (the "Transactions"):

- (57) Comcast will sell TWC systems serving approximately 1.5 million customers to Charter.
- (58) Charter and Comcast will exchange cable systems and related assets serving approximately 1.5 million TWC customers and 1.6 million Charter customers.
- (59) Comcast will spin off a new, independent company, currently known as "SpinCo," that will become Midwest Cable, Inc. and will operate systems serving approximately 2.5 million Comcast customers.
- (60) Contingent upon the occurrence of the events described in this Exhibit 1, Charter will merge into a new wholly owned indirect subsidiary of Charter known as "New Charter" ("New Charter") with the effect that all shares of Charter shall become shares of New Charter. Ownership and control of the cable system subject to this Form 394 shall be by a wholly owned indirect subsidiary of New Charter.

Only the internal corporate restructuring of Charter described above in numbered paragraph 4 relates to the cable franchisee (the "Franchisee") in your community. That restructuring will not change the ultimate ownership and control of the Franchisee.

A copy of the Agreement, as filed with the Securities and Exchange Commission (Form 8-K), is available at:

<http://phx.corporate-ir.net/phoenix.zhtml?c=112298&p=irol-SECText&TEXT=aHR0cDovL2FwaS50ZW5rd2l6YXJkLmNvbS9maWxpbnmcueG1sP2lwYWdIPTkINDc4ODAmRNFUT0wJINFUT0wJINRREVTQzI1TRUNUSU9OX0VOVEISRZzdWJzaWQ9NTc%3d>

Hard copies will be provided upon request. Certain documents have been omitted, as they are not necessary in order to understand the terms of the Agreement or contain confidential trade, business, pricing or marketing data, or other data not otherwise publicly available.

The Agreement contains all material terms of the Transactions and is fully binding on the parties. Pursuant to the Agreement, the parties have agreed to enter into additional documentation that is intended to implement the previously negotiated Agreement and is not intended to add or to alter material terms.

Exhibit 2

As noted above, the internal corporate restructuring that is the subject of this Application will not change the Franchisee or its ultimate ownership or control. Charter has no current plans to change the terms and conditions of service or operations of the system. The cable system will be operated pursuant to the terms of the franchise agreement and applicable law after the consummation of the proposed transaction. Charter reserves the right to make service and operational changes in accordance with the terms of the franchise agreement and applicable law.

Exhibit 3

Charter Communications, Inc. (“Charter”) is a publicly-traded Delaware corporation. Contingent upon the occurrence of the events described in Exhibit 1, Charter will merge into a wholly owned indirect subsidiary of Charter known as “New Charter” (“New Charter”) with the effect that all shares of Charter shall become shares of New Charter. The cable system subject to this Form 394 shall be owned and controlled by a wholly owned indirect subsidiary of New Charter (“Franchisee”). The following persons held a 5% or greater voting interest in Charter’s Common stock as of February 28, 2014:

	Shares Beneficially Owned ⁽¹⁾	
	Number	Percent of Class
Liberty Media Corporation ⁽²⁾	27,941,873	25.60%
SPO Advisory Corp., John H. Scully and Edward H. McDermott ⁽³⁾	6,318,008	5.85%
T. Rowe Price & Associates, Inc. ⁽⁴⁾	5,477,454	5.07%

⁽¹⁾ Shares shown in the table above include shares held in the beneficial owner’s name or jointly with others, or in the name of a bank, nominee or trustee for the beneficial owner’s account. The calculation of this percentage assumes for each person the acquisition by such person of all shares that may be acquired upon exercise of warrants to purchase shares of Class A common stock.

⁽²⁾ Based on the most recently available Schedule 13G filed on May 10, 2013, includes an aggregate 26,858,577 shares of Class A common stock beneficially held and warrants exercisable for 1,083,296 shares of Class A common stock beneficially held. The address of Liberty Media Corporation (“Liberty Media”) is 12300 Liberty Boulevard, Englewood, Colorado 80112. Pursuant to the Liberty Media Stockholder’s Agreement, Liberty Media was provided with the right to designate four directors to our board of directors at closing. At closing, on May 1, 2013, the board of directors appointed John C. Malone, Chairman of the Board of Liberty Media, Gregory B. Maffei, President and Chief Executive Officer of Liberty Media, Balan Nair, Executive Vice President and Chief Technology Officer of Liberty Global, Inc. and Michael P. Huseby, Chief Executive Officer of Barnes & Noble, Inc. Subject to Liberty Media’s continued ownership level in Charter, the Liberty Media Stockholder’s Agreement also provides that Liberty can designate up to four directors as nominees for election to Charter’s board at least through Charter’s 2015 annual meeting of stockholders and that up to one of these individuals may serve on each of the Audit Committee, the Nominating and Corporate Governance Committee, and Compensation and Benefits Committee of Charter’s board of directors. Consistent with these provisions, the board appointed Mr. Malone to serve on the Nominating and Corporate Governance Committee, Mr. Maffei to serve on the Finance Committee and the Compensation and Benefits Committee and Mr. Huseby to serve on the Audit Committee. Liberty Media is also subject, under the agreement, to certain customary standstill provisions that prohibit Liberty Media from, among other things, engaging in proxy or consent solicitations relating to the election of directors. The standstill limitations apply through the 2015 shareholder meeting and continue to apply as long as Liberty Media’s designees are nominated to the Charter board, unless the agreement is earlier terminated.

⁽³⁾ The equity ownership reported in this table is based on the reporting persons’ most recently available Schedule 13G/A dated December 31, 2013 and filed on February 14, 2014. Reported total includes shares beneficially owned by the following reporting persons as follows. Sole voting and dispositive power of SPO Partners II, L.P. (“SPO”) as to 5,939,608 of the shares reported as beneficially owned is exercised through its sole general partner, SPO Advisory Partners, L.P. (“SPO Advisory Partners”). Sole voting and dispositive power of SPO Advisory Partners as to 5,939,608 of the shares reported as beneficially owned is exercised through its sole general partner, SPO Advisory Corp. (“SPO Advisory Corp.”). Sole voting and dispositive power of San Francisco Partners, L.P. (“SFP”) as to 297,000 of the shares reported as beneficially owned is exercised through its sole general partner, SF Advisory Partners, L.P. (“SF Advisory Partners”). Sole voting and dispositive power of SF Advisory Partners as to 297,000 of the shares reported as beneficially owned is exercised through its sole general partner, SPO Advisory Corp. Sole voting and dispositive power of SPO Advisory Corp. as to 6,236,608 of the shares reported as beneficially owned is exercised through its three controlling persons, John H. Scully (“JHS”), Edward H. McDermott (“EHM”) and Eli J. Weinberg (“EJW”). Of the shares reported as beneficially owned, 12,300 shares are held in JHS’ individual retirement account which is self-directed and 68,500 shares may be deemed to be beneficially owned by JHS solely in his capacity as a controlling person, sole director and executive officer of the Phoebe Snow Foundation, Inc. (“PSF”). Shared voting and dispositive power as to 6,236,608 of the shares reported as beneficially owned may be deemed to be beneficially owned by JHS solely in his capacity as one of three controlling persons of SPO Advisory Corp. Sole voting and dispositive power of PSF as to 68,500 of the shares reported as beneficially owned is exercised through its controlling person, sole director and executive officer, JHS. Of the shares reported as beneficially owned, 600 shares are held by EHM in his individual retirement account which is self directed. Shared voting and dispositive power as to 6,236,608 of the shares reported as beneficially owned may be deemed to be beneficially owned by EHM solely in his capacity as one of three controlling persons of SPO Advisory Corp. Shared voting and dispositive power as to 6,236,608 of the shares reported as beneficially owned may be deemed to be beneficially owned by EJW solely in his capacity as one of three controlling persons of SPO Advisory Corp. The principal business address of all reporting persons is: 591 Redwood Highway, Suite 3215, Mill Valley, California 94941. SPO, SPO Advisory Partners and SF Advisory Partners are Delaware limited partnerships. SFP is a California limited partnership. SPO Advisory Corp. and PSF are Delaware corporations. JHS, EHM and EJW are all citizens of the United States of America.

⁽⁴⁾ The equity ownership reported in this table is based on the holder’s most recently available Schedule 13G/A dated December 31, 2013 and filed with the SEC on February 12, 2014. The address of the reporting person is 100 East Pratt Street, Baltimore, Maryland 21202. These securities are owned by various individual and institutional investors which T. Rowe Price Associates, Inc. (“Price Associates”) serves as an investment adviser with power to direct investments and/or sole power to vote the securities. For the purposes of the reporting requirements of the Securities Exchange Act of 1934, Price Associates is deemed to be a beneficial owner of such securities; however, Price Associates expressly disclaims that it is, in fact, the beneficial owner of such securities. T. Rowe Price Associates, Inc. is an investment advisor registered under Section 203 of the Investment Advisors Act of 1940.

The officers and directors of Charter, who also are expected to become the officers and directors of New Charter are as follows:

OFFICERS

Thomas M. Rutledge	President and Chief Executive Officer
Christopher L. Winfrey	Executive Vice President and Chief Financial Officer
John Bickham	Executive Vice President, Chief Operating Officer
Donald F. Detampel, Jr.	Executive Vice President and President, Commercial Services
Richard R. Dykhouse	Executive Vice President, General Counsel and Corporate Secretary
Thomas Adams	Executive Vice President, Field Operations
Jonathan Hargis	Executive Vice President, Chief Marketing Officer
Kathleen Mayo	Executive Vice President, Customer Operations
James Blackley	Executive Vice President, Engineering and IT
Catherine C. Bohigian	Executive Vice President, Government Affairs
David Scott Weber	Executive Vice President, Network Operations
James Nuzzo	Executive Vice President, Business Planning
James M. Heneghan	President, Charter Media
Kevin D. Howard	Senior Vice President – Finance, Controller, Chief Accounting Officer
Thomas B. Anema	Senior Vice President, Commercial Finance
Rocky Boler	Senior Vice President, Customer Care
Jay E. Carlson	Senior Vice President, Chief Information Officer
Kathleen A. Carrington	Senior Vice President, Corporate Services
Thomas M. Degnan	Senior Vice President, Finance and Treasurer
Richard J. DiGeronimo	Senior Vice President, Product and Strategy
Alexander Dudley	Senior Vice President, Communications
Charles Fisher	Senior Vice President, Corporate Finance
Keith R. Hayes	Senior Vice President, Network Operations
Joseph Leonard	Senior Vice President, Marketing and Creative Strategy
Lawrence R. Martell	Senior Vice President, Software Architecture and Development
James F. McGann, Jr.	Senior Vice President, Charter Business
Abigail T. Pfeiffer	Senior Vice President, Human Resources
Donald Poulter	Senior Vice President, Commercial Operations
Thomas E. Proost	Senior Vice President, Deputy General Counsel and Assistant Secretary
Jay Rolls	Senior Vice President, Chief Technology Officer
Allan Samson	Senior Vice President, Marketing
Allan Singer	Senior Vice President, Programming
Lawrence Eleftheri	Senior Vice President, Media Sales
Alexander Hoehn-Saric	Senior Vice President, Government Affairs
Richard Schultz	Senior Vice President, Sales and Retention
Ronald Hartz	Senior Vice President, Financial Planning and Analysis
Gary Schanman	Senior Vice President, Video Products
Daniel J. Bollinger	Vice President, Associate General Counsel and Assistant Corporate Secretary

DIRECTORS

W. Lance Conn	John C. Malone	Eric Zinterhofer
Michael P. Huseby	John D. Markley, Jr.	Thomas M. Rutledge
Craig A. Jacobson	David Merritt	
Gregory B. Maffei	Balan Nair	

The business address for all officers and directors is 400 Atlantic Street, 10th Floor, Stamford CT, 06901.

Exhibit 4

Transferor Charter Communications, Inc. ("Charter"), a publicly traded Delaware corporation, will merge with and into a wholly owned indirect subsidiary of Charter which will become "New Charter," a corporation, with the effect that all shares of Charter shall become shares of New Charter. Ownership and control of the legal entity holding the franchise that is the subject of this Form 394 shall be by a wholly owned indirect subsidiary of New Charter. The Franchisee is, and, after the closing of the transactions will continue to be, qualified to transact business in the State or Commonwealth in which the system is operated.

Exhibit 5

Neither Charter Communications, Inc. nor Transferee has any direct interest in, or connection with, any denial by a franchise authority as of the date of this FCC Form 394. Various operating subsidiaries and affiliated companies of Transferee provide cable service to approximately 3,250 communities throughout the country pursuant to local and state franchises, and have had no franchise dismissed or denied within the last ten (10) years.

Exhibit 6

Except as set forth below, no adverse findings have been made and no final actions have been taken within the last ten 10 years with respect to Transferee or its wholly-owned subsidiaries related to any of the items listed in Section II, Question 5 of the FCC Form 394.

Charter Communications VI, PLLC v. Community Antenna Services, Cause Number 01-0646-CTV-C, West Virginia PSC. In a matter initially filed by Charter against Community Antenna Services (“CAS”) on grounds that CAS was unlawfully blocking Charter’s ability to offer service to residents of apartment buildings in violation of state law, CAS filed counterclaims, including claims that Charter’s pricing plans were discriminatory and anticompetitive under state law. An ALJ issued a decision on August 19, 2002, finding that certain of Charter’s pricing plans at issue were discriminatory in violation of state law. The full PSC on February 10, 2004, however, reversed the ALJ finding and held that Charter had not engaged in any unlawful pricing practices. CAS appealed the PSC Order to the West Virginia Supreme Court, which ultimately reversed the PSC Order on the central issue and remanded the matter for further proceedings. On remand from the Supreme Court, the PSC ruled in February 2007 that the case had become moot because: (a) the pricing plans challenged in the case had not been used since early 2003; and (b) Charter had sold all of its West Virginia cable systems to Cebridge/Suddenlink.

Charter Communications VI, PLLC v. Community Antenna Service, Inc., Cause No. OO-C-505, Circuit Court, Wood County, W. Va. The decision of the West Virginia Supreme Court reversing the PSC (in the above referenced proceeding) also re-activated the state court litigation between the parties which had been stayed pending resolution of the PSC decision. CAS abandoned all of its prior claims against Charter except (a) a claim that Charter has violated state laws governing unduly discriminatory cable rates, and (b) in doing so, Charter tortiously interfered with CAS’s customer relationships and expectation of future relationships. The case was heard before a jury on February 20 - 29, 2008. The jury awarded CAS, among other things, CAS compensatory damages for “unduly discriminatory rates.” Charter filed post-trial motions seeking judgment in its favor, for a new trial, and to amend or alter the judgment. On March 29, 2010, Charter petitioned the West Virginia Supreme Court of Appeals to accept the case for appeal. On October 7, 2010, that court granted Charter’s petition, thus permitting the Company’s appeal to proceed. The court heard argument on Charter’s appeal on April 27, 2011 and on June 23, 2011, the court ruled against Charter’s appeal. The verdict was satisfied on July 15, 2011.

Employment

Maureen Ford v. Charter, EEOC Case No. 471-2007-02572. Complainant alleged sex and age discrimination. The EEOC determined on September 12, 2008 that there was reasonable cause to believe that a violation of the statutes had occurred. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through mediation.

Shannon Thompson v. Charter, EEOC Case No. 494-2006-01994. Complainant alleged disability discrimination. The EEOC determined on September 10, 2007 that there was reasonable cause to believe that a violation of the statutes had occurred. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through settlement.

April Leftridge v. Charter, EEOC Case No. 17JA600184. Complainant alleged race and sex discrimination. The EEOC determined on July 12, 2006 that probable cause existed to credit the allegations of the complaint filed by the Complainant. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through settlement.

Linda Meyer v. Charter, EEOC Case No. CR200601947; Wisconsin. Complainant alleged disability discrimination in filings with the WI Department of Workforce Development and the EEOC. The EEOC determined on December 21, 2006 that probable cause existed to credit the allegations of the complaint filed by the Complainant. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through settlement.

Mary Casteel v. Charter, EEOC Charge No. 551-2010-01. Complainant alleged that she was discriminated against due to disability when allegedly denied a reasonable accommodation and when her employment was

terminated. The EEOC determined on February 6, 2013, that reasonable cause existed to believe there was a violation of the ADAAA. Charter disputes the allegations, maintaining that the Complainant was terminated because she was unable to return from a leave of absence after she had been repeatedly accommodated through several extensions of her leave of absence. The EEOC has invited the parties to participate in a conciliation process.

April Bevars v. Charter, Wisconsin Department of Workforce Development (DWD) Complaint No. CR201000952. Complainant alleged that she was discriminated against based on her conviction record when an offer of employment was rescinded by Charter. On June 4, 2010, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by refusing to hire Complainant based on her conviction record. Charter disputed the determination, but, in order to avoid incurring unnecessary costs and expenses, resolved the matter through settlement.

Angela Castellano v. Charter, United States District Court for the Western District of Washington No. 12-cv-05845. Complainant alleged she was discriminated against based on disability and was also retaliated against. On February 26, 2014, a jury verdict was entered against Charter.

Roger Hoover v. Charter, Wisconsin Department of Workforce Development (DWD) Complaint No. CR201300942. Complainant alleged he was discriminated against due to disability. On February 26, 2014, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by denying a reasonable accommodation and terminating the Complainant's employment. The DWD informed Charter that it would schedule a hearing on the merits of the complaint.

William Marcin v. Charter, Wisconsin Department of Workforce Development (DWD) Complaint No. CR201201053. Complainant alleged that he was discriminated against based on his arrest record. On June 18, 2013, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by discriminating against the Complainant based on his arrest record. A hearing on the merits of the complaint was held on February 12, 2014.

Jason Novy v. Charter, Wisconsin Department of Workforce Development (DWD) Complaint No. CR200900563. Complainant alleged that he was discriminated against based on his arrest record. On July 22, 2009, the DWD determined that there was probable cause to believe that Charter may have violated the Wisconsin Fair Employment Act by discriminating against the Complainant based on his arrest record.

Exhibit 7

The Amended and Restated Guarantee and Collateral Agreement, dated March 31, 2010 by certain subsidiaries of Charter Communications, Inc. in favor of Bank of America, N.A., as administrative agent (the "Collateral Agreement") provides that voting rights will transfer to the lenders upon an event of default. Therefore, while the answer to subpart (a) of Section II, Question 7 of the FCC Form 394 is "No," the answer to subparts (b) and (c) is "Yes." With respect to the voting rights and other matters in the Collateral Agreement, the lenders may not take any action without first obtaining any required governmental approvals including from the FCC.

Exhibit 8

A copy of Charter's Annual Report on Form 10-K filed with the Federal Securities and Exchange Commission for the year ending December 31, 2013 is available at:

<http://phx.corporate-ir.net/phoenix.zhtml?c=112298&p=iROL-secLoc&TOC=a1HR0cDovL2FwaS50ZW5rd2l6YXJkLmNybS9vdXRsaW5l.nhtbD9vZXByPXRlbmsmaXBhZ2U9OTQxMTgzMiZzdWJzaWQ9NTc%3d&ListAll=1&sXBRL=1>

respectively, also for no additional charge. Charter has received recognition for offering the fastest in-home Wi-Fi service among its competitors, and is now launching a next-generation 802.11AC-based wireless router.

Voice Services. Charter currently provides advanced voice services to approximately 2.3 million residential customers (and 152,000 commercial customers), primarily using voice over Internet protocol (“VoIP”). Charter’s high-quality, advanced voice services include, among other things, unlimited local and long distance calling to the United States, Canada, Puerto Rico, the U.S. Virgin Islands, and Guam, as well as call waiting, call forwarding, and caller ID services. Charter’s advanced voice service offerings also include the redesigned “Phone Online Manager.” Charter also is currently deploying with new features such as Readable Voicemail. This feature sends a convenient transcription of voicemails to its customers’ email. As this service launches with a new Customer Portal in the coming months, checking voicemail from anywhere will be as simple as reading email.

Commercial Services. Through Charter Business,[®] the company provides scalable, tailored broadband communications solutions to business and carrier organizations, such as video entertainment services, Internet access, business telephone services, data networking and fiber connectivity to cellular towers and office buildings. Charter currently serves approximately 581,000 commercial primary service units, primarily small- and medium-sized commercial customers.

Customer Care. Charter customers receive exceptional care solutions for video, internet, phone and other services. Charter has built a proven operating and customer support model that, among other things, provides targeted quality assurance performance monitoring with well-established processes that provides feedback to the company’s internal network infrastructure that helps in eliminating service-impacting events. Charter operates ten customer care centers located in the United States that are operated as a virtual network. This provides robust resiliency and redundancy in the event of outage in any single call center customer support will continue to be available. The virtual network provides customer support on a seven by twenty four hour basis which assures that customers can make contact at their convenience no matter when or where they call from.

Charter customers benefit significantly from the company’s use of advanced customer support technologies, improvements in customer satisfaction results and the company’s ability to monitor the status of customer installed equipment. Charter customers are also able to avail themselves of the array of very effective self-help customer support options which includes speech enabled troubleshooting technologies, automated equipment provisioning systems, systemic outage reporting processes and streamlined billing inquiries/payment applications. Finally, every Charter customer is provided the opportunity to take a customer satisfaction survey at the end of each Charter customer service representative handled transaction. That input is used to improve individual call handling and provides direct feedback regarding our customer support procedures.

Management. Since Tom Rutledge arrived a little more than two years ago as Charter’s President and Chief Executive Officer, Charter has assembled a team of top industry executives, with a particular focus on enhancing Charter’s operations, and the Charter customer experience. A number of these executives, along with Mr. Rutledge, were the core of leading industry operations teams at other communications companies, including Cablevision and Time Warner Cable – the cable operator that today owns the systems that Charter is acquiring. These operations, technology and customer-focused executives include:

- ✓ John Bickham, Chief Operating Officer, has 26 years of operating experience, and previously served as President of Cable and Communications at Cablevision, and before that serving as Executive Vice President of Time Warner Cable.
- ✓ Tom Adams, Executive Vice President, Field Operations, has responsibility for field operations. Prior to Charter, Mr. Adams worked at Time Warner Cable for 17 years, where most recently he had served as Regional Vice President for that company’s Wisconsin operations (which Charter will be acquiring in this transaction).
- ✓ Jim Blackley, Executive Vice President, Engineering and Information Technology, leads Charter’s advanced engineering teams, with product and network management personnel to design, certify and implement next-generation services and technology solutions. Mr. Blackley has over 16 years of experience in a similar position with Cablevision.

- ✓ Don Detampel, Executive Vice President and President, Commercial Services is responsible for the Company's commercial business, which provides broadband solutions to small and medium-size businesses, enterprises and carrier customers. Mr. Detampel has more than 30 years of experience in electronic communications and communications infrastructure.
- ✓ Kathleen Mayo, Charter's Executive Vice President, Customer Operations, who leads Charter's focus on the customer experience, arrived at Charter after 15 years with Cablevision where she also served as Executive Vice President, Customer Operations with responsibility for field operations, customer service, and billing and collections.
- ✓ Scott Weber, Executive Vice President, Network Operations directs the operations and activities that support Charter's advanced communications network. Prior to joining Charter, Mr. Weber served as Executive Vice President, Network Management for Cablevision Systems and before that Mr. Weber led technical operations, engineering operations and network management in various roles at Comcast.

These executives and their teams, working with Charter's other management teams in Finance, Legal, Government Affairs and Marketing provide the leadership for Charter's daily operations and future growth.

MEMORANDUM

To: Moss & Barnett's Clients and Interested Parties

From: Brian T. Grogan

Date: September 3, 2014

Re: Charter Communications, Inc. - FCC Form 394

On or about Friday, August 29, 2014 your City likely received a document from your cable operator Charter Communications titled FCC Form 394 – Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise. Under both your existing franchise with Charter and Minnesota Statutes Chapter 238.083 any sale, assignment or transfer of control of a franchise from one cable operator to another requires your City's written consent. The FCC developed Form 394 to provide cable operators with a uniform document to submit to franchising authorities, such as your City, to describe the proposed transaction and present an outline of the legal, technical and financial qualifications of the proposed transferee.

Timing

While each local franchise may have unique timing requirements, generally under federal law your City must take action on this proposed transfer of control within 120 days of your date of receipt of Form 394. That means that the deadline for action by your City is December 27, 2014. If your City fails to take action within that 120-day time period, your City's silence serves as an implicit approval of the proposed transfer of control. In addition, federal law provides a 30-day time period from August 29, 2014 within which your City can ask additional questions about the proposed transfer of control. The purpose of this initial 30-day period is for the City to determine whether the Form 394 application is complete and accurate, and if not, to raise questions so that the operator can either supplement the information or explain why the information may not be required. The cable operator in this case, Charter, has 10 days following receipt of such an initial 30 day letter from the City within which to respond.

Overview of the Comcast/Time Warner Cable/Charter Transaction

Moss & Barnett has been retained by numerous Minnesota cities currently served by Comcast to review a different FCC Form 394 received on or about June 18, 2014. This Comcast Form 394 contemplates the transfer of all Minnesota Comcast cable systems to a new company, Midwest Cable, Inc. ("Midwest"). Midwest is a newly formed entity that will hold the Comcast cable systems and be owned by the existing Comcast shareholders along with Charter Communications, Inc. ("Charter").

Part of the Comcast transaction contemplates that Charter will enter into a "services agreement" under which Charter will apparently help to manage and run all of the cable systems serving the entire Twin Cities market – over 500,000 cable subscribers. While the services agreement has not yet been made public, it appears that after the transaction Charter

will essentially manage and operate substantially all of the cable systems in Minnesota with the exception of a system served by Mediacom and other smaller operators. The combination of the Comcast transaction and the new ownership structure of Charter will represent a significant change for many of the cable systems in cities across Minnesota.

Charter's Proposed Resolution

One of the documents that Charter submitted along with its Form 394 was its "proposed resolution" regarding the transaction. Please be advised that your City should carefully consider Charter's proposed resolution before taking any action. Adoption of Charter's proposed resolution would serve as an immediate approval of the proposed transfer of control. Most importantly, the resolution contains language which, if adopted as currently drafted, would serve as a waiver of the City's right to enforce any existing violations of the franchise. This is an important issue for the City to consider before taking action on this proposed transfer of control.

Clearly if there are pending disputes between the City and Charter, those issues should be addressed as part of this transfer process. However, there may well be compliance issues that the City is not aware of which may require additional due diligence. The City may have the option to conduct such due diligence now or make certain that if this transfer of control ultimately occurs, the City does not waive any rights to enforce compliance under the franchise. By way of example, if in 2016 the City were to conduct an audit of franchise fee payments that Charter is required to remit to the City under the franchise and the City were to discover underpayments dating back to 2012, it is important that the City maintain the legal right to pursue collection of underpayments. Executing a resolution which waives that right could present an issue for the City in the future.

Next Steps

Moss & Barnett represents cities across the State of Minnesota that are served by Charter. Many of these cities have received nearly identical Form 394s from Charter seeking written approval of the proposed transaction. We will be attempting to work jointly with all of our clients to conduct an efficient review of Charter's Form 394 and provide recommendations for each City's consideration and action. In this way, the goal will be to provide information to all of the cities so that city councils may make an informed decision about this proposed transfer of control and determine any potential adverse impact on consumers and constituents within your community.

If your community is interested in participating in this joint review of Charter's FCC Form 394 please let us know and we will add your City to the list of cities we are serving. Please contact my paralegal, Terri Hammer, at Terri.Hammer@lawmoss.com to be added to the list. We will prepare a written report and recommendation about the proposed transfer as well as a draft resolution for your Council's consideration and action. Unique issues related to franchise renewal, or other compliance matters will be addressed individually with each City.

**A RESOLUTION GRANTING CHARTER COMMUNICATIONS, INC.
A FRANCHISE EXTENSION TO MARCH 31, 2015
(RESOLUTION NO. 2014-)**

WHEREAS, on or about July 14, 2003, the City of Benson, Minnesota (“City”) granted a Cable Television Franchise Ordinance (“Franchise”) CC VIII Operating, LLC d/b/a Charter Communications; and

WHEREAS, the initial term of the Franchise expired on or about September 18, 2013; and

WHEREAS, the City adopted Resolution No. 2013-14 on August 19, 2013 extending the term of the Franchise through and including September 19, 2014; and

WHEREAS, Charter executed said Resolution No. 2013-14 and agreed to continue complying with the Franchise, as amended by the Resolution; and

WHEREAS, both the City and Charter desire to extend the term of the Franchise to facilitate renewal negotiations under state and federal law.

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

1. The Franchise is hereby amended by extending the term of the Franchise from September 19, 2014 through and including **March 31, 2015**.
2. Except as specifically modified hereby, the Franchise shall remain in full force and effect.
3. The City and Charter hereby agree that neither waives any rights either may have under the Franchise or applicable law.
4. This Resolution shall become effective upon the occurrence of both of the following conditions: (1) The Resolution being passed and adopted by the Benson City Council; and (2) Charter’s acceptance of this Resolution.

Passed and adopted by the City Council of Benson, Minnesota, this _____ day of September, 2014.

CITY OF BENSON, MINNESOTA

By: _____

Its: Mayor

ATTEST:

City Clerk

2015 Proposed Levy

2014 Actual Levy	Tax Capacity Levy	Market Value Levy	Final 2014 Levy
Description			
General Fund	731,763		731,763
Reduction for 2012 Special Levy	(152,842)		(152,842)
Claussen Properties II Abatement	20,000		20,000
Police Personnel	616,260		616,260
Library Fund	106,800		106,800
G.O. Swimming Pool	<u>0</u>	<u>70,896</u>	<u>70,896</u>
Total Levy	1,321,981	70,896	1,392,877
Percent increase from 2013 Levy			4.6%

2015 Proposed Levy	Tax Capacity Levy	Market Value Levy	Preliminary 2014 Levy
Description			
General Fund	632,084		632,084
Claussen Properties II Abatement (Final)	20,000		20,000
Police Personnel	587,000		587,000
Library Fund	108,936		108,936
G.O. Swimming Pool	<u>0</u>	<u>75,705</u>	<u>75,705</u>
Total Levy	1,348,020	75,705	1,423,725
Percent increase from 2014 Levy			2.2%

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
GENERAL FUND REVENUES						
TAXES	1,255,841	1,132,719	649,650	1,195,181	54	1,219,084
ABATEMENTS	21,988	22,102	10,908	20,000	55	20,000
LODGING TAXES	25,239	27,533	13,249	25,000	53	25,000
FRANCHISE FEES	76,101	77,503	30,738	75,000	41	75,000
BUSINESS LICENSES	7,566	7,590	7,865	7,500	105	7,500
NON-BUSINESS LICENSES	885	775	665	1,000	67	1,000
BUILDING PERMITS	35,292	16,241	13,847	20,000	69	20,000
LOCAL GOVERNMENT AID	776,650	776,650	476,013	952,025	50	980,033
HOMESTEAD & AG CREDIT AID	135	130				
POLICE TRAINING REIMBURSEMENT	1,993	2,051		2,000		2,000
INSURANCE PREMIUM TAX-FIRE	23,773	37,174		25,000		25,000
INSURANCE PREMIUM TAX-POLICE	36,138	48,256		40,000		40,000
AIRPORT MAINTENANCE	31,178	21,961	9,460	22,052	43	24,257
TRANSIT REFUNDS	132,178	136,000	78,999	140,000	56	140,000
OTHER FED/STATE/LOCAL GRANTS	35,758	223,063	(20,117)	16,500	(122)	18,000
POLICE SERVICES	10,114	8,840	5,006	8,000	63	5,000
DARE REVENUES	1,735	1,709	36	1,500	2	1,500
DOG POUND REVENUES	495	1,285	325	500	65	500
COPS IN SCHOOLS REIMBURSEMENT	33,075	26,807	18,900	33,000	57	33,000
TOWNSHIP FIRE CONTRACTS	58,131	59,874	61,669	61,000	101	63,550
FIRE DEPARTMENT CALLS	47,405	26,525	13,657	20,000	68	20,000
RESQUE SQUAD CALLS	1,952	3,529	(439)	2,000	(22)	2,000
BUILDING INSPECTIONS SERVICES	37,497	34,481	17,395	39,000	45	40,000
STREET REPAIR FEES	1,379	900	900	2,000	45	2,000
EQUIPMENT RENTALS	3,198	3,235	1,155	4,000	29	4,000
WEED REMOVAL CHARGES	2,858	943	748	2,000	37	2,000
SWIMMING POOL RECEIPTS	51,014	45,370	35,580	50,000	71	45,000
POOL CONCESSION SALES	12,401	10,535	5,727	12,000	48	10,000
ARMORY USE FEES	8,693	8,730	5,835	9,000	65	9,000
PARK FEES	16,444	14,588	14,254	16,000	89	16,000
TREE REMOVAL RECEIPTS	6,261	1,379	(85)	5,000	(2)	2,000
BUS FARES	35,158	38,916	21,446	35,000	61	35,000
BUS SIGN ADVERTISING	702	720	420	600	70	600
HANGER RENTALS - AIRPORT	9,453	11,970	7,545	12,000	63	12,000
AIRPORT LAND REVENUES	10,814	750	7,196	1,000	720	4,000
SALE OF LOTS - CEMETERY	3,320	8,723	3,280	3,500	94	3,500
SODDING FEES - CEMETERY	450	405	440	600	73	600
CEMETERY MEMORIALS						
CEMETERY MONUMENT FEES	325	300	250	300	83	300
PARK SIGN RENTALS	255	260	90	200	45	200
COURT FINES	15,276	19,025	11,925	15,000	80	15,000
PARKING FINES	965	455	275	1,000	28	1,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
SPECIAL ASSESSMENTS	183	11	41			
INTEREST EARNINGS	36,968	36,796	29,244	32,000	91	40,000
UNREALIZED GAIN (LOSS) ON INVEST	20,867	(49,682)				
PROPERTY RENTS	10,200		50			
CIVIC CENTER RENT	30,316	30,022	17,168	29,000	59	30,000
DONATIONS	1,838	3,163	5,780	1,000	578	1,000
SALE OF PROPERTY	838	6,800	1,500			
REFUNDS & REIMBURSEMENTS	46,321	93,644	35,745	20,000	179	20,000
REIMBURSEMENTS - GAS & OIL	30,931	26,106	19,825	25,000	79	25,000
OTHER REVENUE	13,479	4,101	1,839	5,000	37	5,000
MANAGEMENT FEE-EDA & RL FUND	18,545	17,848		16,000		16,000
MANAGEMENT FEES - GARBAGE FUND	8,328	8,495	5,054	8,664	58	8,838
MANAGEMENT FEE - WATER FUND	36,330	37,057	22,050	37,800	58	38,556
MANAGEMENT FEE - ELECTRIC FUND	163,430	166,699	99,190	170,040	58	173,440
MANAGEMENT FEE - LIQUOR FUND	24,130	24,612	14,644	25,104	58	25,606
MANAGEMENT FEE - SEWER FUND	47,166	48,109	28,625	49,071	58	50,052
MANAGEMENT FEES - TAX INCREMENT	364					
TRANSFER FROM OTHER FUNDS	1,664	1,432		1,650		1,650
TRANSFER FROM LIQUOR FUND	30,000	60,000	80,000	80,000	100	50,000
TRANSFER FROM UTILITY FUND	157,938	153,728		170,000		70,000
TOTAL GENERAL FUND REVENUES	3,509,920	3,528,942	1,865,562	3,545,787	53	3,479,766
GENERAL FUND EXPENDITURES						
MAYOR & COUNCIL						
SALARIES - CITY COUNCIL	15,420	15,730	9,160	16,000	57	16,000
PENSIONS	1,180	1,203	701	1,200	58	1,200
OFFICE SUPPLIES	82	60		100		100
MAYOR & COUNCIL CONTINGENCY	2,342	170	684	400	171	500
TRAVEL EXPENSE	955	1,284	651	1,400	47	1,000
TRAINING & INSTRUCTION	1,265	935	815	1,400	58	850
PRINTING & PUBLISHING	4,091	4,090	1,587	3,000	53	4,000
OTHER INS - PUBLIC OFF LIAB	15,900	17,175	9,660	17,500	55	10,000
DUES & SUBSCRIPTIONS	8,012	7,921	5,239	8,600	61	8,500
TOTAL: MAYOR & COUNCIL	49,246	48,569	28,497	49,600	57	42,150
ADMINISTRATION & FINANCE						
SALARIES	266,005	262,015	157,099	289,800	54	268,000
PENSIONS	46,567	46,111	26,685	51,900	51	47,900
HEALTH, LIFE, DISB + CAFETERIA	58,169	54,836	33,745	62,000	54	59,500
OFFICE SUPPLIES	5,947	4,731	3,400	6,000	57	6,000
DUPLICATING & COPYING	3,539	2,507	1,730	4,000	43	4,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
POSTAGE	3,832	2,082	107	3,000	4	3,000
SAFETY AND DRUG TESTING	299	843	542	500	108	500
GAS & OIL	2,774	3,423	1,851	3,000	62	3,000
EQUIPMENT REPAIR PARTS	1,372	1,290	1,716	1,000	172	1,500
SMALL TOOLS AND EQUIPMENT	2,875	2,097	1,660	4,000	42	4,000
UTILITY CONTRACTED SERVICES	12,000	12,000	7,000	12,000	58	12,000
OTHER CONTRACTED SERVICES	8,510	12,880	4,522	8,000	57	8,000
CONSULTING SERVICES	10,637	4,680	10,003	4,000	250	8,000
TELEPHONE	9,395	9,194	5,275	10,000	53	10,000
TRAVEL EXPENSE	6,260	8,573	3,609	7,000	52	7,000
TRAINING & INSTRUCTION	1,710	2,616	1,828	2,500	73	2,500
PUBLIC INFORMATION		131				
INSURANCE	2,409	2,075	5,945	2,000	297	6,000
WORKERS COMPENSATION	2,647	1,797	1,811	2,000	91	2,000
DUES & SUBSCRIPTIONS	2,069	2,116	1,514	2,000	76	2,200
TOTAL: ADMINISTRATION & FINANCE	447,017	436,000	270,043	474,700	57	455,100
ELECTIONS						
TEMPORARY SALARIES	3,908	1,327		4,000		1,500
OFFICE SUPPLIES	4,795	3,261		3,000		3,500
TOTAL: ELECTIONS	8,702	4,588		7,000		5,000
AUDITING & ACCTING SERVICES	19,100	19,850	10,337	20,500	50	21,500
ASSESSING SERVICES CONTRACTED	17,380	17,369	17,292	17,500	99	17,500
CITY ATTORNEY						
OFFICE SUPPLIES	833	1,372	137	1,200	11	800
CITY ATTORNEY CONTRACT	22,765	25,387	12,041	26,000	46	26,000
TOTAL: CITY ATTORNEY	23,598	26,759	12,177	27,200	45	26,800
CITY HALL						
BUILDING MAINTENANCE & SUPPL	6,284	8,098	4,858	15,000	32	13,000
CONTRACTED SERV - CLEANING	2,556	3,817	2,186	4,200	52	4,000
INSURANCE	4,100	4,800	4,543	5,000	91	5,000
UTILITIES	8,621	7,331	5,954	8,000	74	9,000
HEATING COST	3,922	3,794	4,253	4,000	106	5,000
TOTAL: CITY HALL	25,483	27,840	21,794	36,200	60	36,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
POLICE DEPARTMENT						
SALARIES	415,356	465,656	259,901	494,300	53	472,800
PENSIONS	71,625	77,848	47,421	93,700	51	95,400
HEALTH, LIFE & DISB INSURANCE	70,913	78,787	68,183	88,260	77	80,300
OFFICE SUPPLIES	4,282	4,184	3,054	4,500	68	4,500
GAS & OIL	22,664	26,024	16,569	25,000	66	28,000
OPERATING SUPPLIES	23,123	17,915	12,625	17,200	73	16,000
UNIFORM ALLOWANCE	8,629	14,196	11,221	9,400	119	10,000
PERSONNEL TESTING & RECRUIT INVESTIGATIONS	7,542	2,098	133	1,500	9	1,500
EQUIPMENT REPAIR PARTS	7,750	23,565	19,092	24,000	80	32,000
EQUIPMENT REPAIRS CONTRACTED	447	2,925	1,625	2,500	65	2,500
SMALL TOOLS & EQUIPMENT	9,160	10,125	3,495	9,000	39	9,000
CONTRACTED RECORDS MAINT	7,839	7,878	4,775	9,000	53	9,000
TELEPHONE	1,791			4,000		4,000
DARE EXPENDITURES	7,324	7,311	4,585	7,500	61	7,500
TRAVEL EXPENSE	1,509	1,748	4,204	2,000	210	2,000
TRAINING & INSTRUCTION	1,532	2,479	3,691	3,000	123	4,000
INSURANCE	4,214	3,174	3,658	6,000	61	7,000
WORKERS COMPENSATION	16,711	19,251	7,958	20,000	40	9,000
RENTS	17,835	12,451	12,546	13,000	97	11,500
DUES & SUBSCRIPTIONS	1,680	1,680	940	1,600	59	1,600
DOG POUND EXPENSES	2,246	2,289	2,002	2,800	72	2,800
	959	2,269	420	1,700	25	1,700
TOTAL: POLICE DEPARTMENT	698,131	783,855	488,100	842,460	58	814,600
FIRE DEPARTMENT						
PART TIME - SALARIES	46,054	42,438	2,261	48,000	5	48,000
OFFICE SUPPLIES	470	48	230	750	31	750
GAS & OIL	3,585	2,304	1,464	3,000	49	3,000
OPERATING SUPPLIES	3,774	4,704	1,706	4,000	43	4,000
EQUIPMENT REPAIR PARTS	3,609	445	318	4,000	8	4,000
EQUIPMENT REPAIR CONTRACTUAL	12,025	2,104	4,777	5,000	96	5,000
RADIO REPAIRS CONTRACTED	582	77		1,000		1,000
BUILDING MAINTENANCE & SUPPL	2,627	15,522	2,613	3,000	87	3,000
BUILDING REPAIRS CONTRACTED		600				
SMALL TOOLS & EQUIPMENT	2,792	4,007	3,859	6,000	64	6,000
TELEPHONE	160	172	101	200	50	200
CONTRACTED SERVICES	529	1,932	91			
TRAVEL EXPENSE	22	1,490	1,982	1,000	198	1,200
TRAINING & INSTRUCTION	5,561	3,852	3,753	5,000	75	5,000
INSURANCE	12,760	15,136	9,274	15,500	60	10,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
WORKERS COMPENSATION	6,746	6,268	6,390	6,500	98	6,500
UTILITIES	3,629	4,263	2,344	4,000	59	4,000
HEATING COST	2,164	3,283	2,869	4,000	72	4,000
HYDRANT RENTALS/FIRE SERVICE	10,000	10,000	5,833	10,000	58	10,000
DUES & SUBSCRIPTIONS	290	432	320	500	64	500
TOTAL: FIRE DEPARTMENT	117,380	119,077	50,185	121,450	41	116,150
BUILDING DEPARTMENT						
SALARIES	45,774	46,365	25,746	48,000	54	47,800
PENSIONS	8,371	8,682	5,114	8,590	60	8,600
HEALTH, LIFE AND DISABILITY	9,808	10,715	6,735	12,800	53	12,800
GAS	975	854	470	900	52	900
OPERATING SUPPLIES	1,858	1,704	1,784	2,000	89	1,600
CONTRACTED SERV.-OTHER EXPENSE	989	528	4,977	3,000	166	1,000
TELEPHONE	738	718	424	750	57	750
TRAVEL EXPENSE	4,206	4,184	2,585	4,000	65	4,000
TRAINING & INSTRUCTION	377	680	470	600	78	600
DUES & SUBSCRIPTIONS	75		60	200	30	100
TOTAL: BUILDING DEPARTMENT	73,170	74,430	48,363	80,840	60	78,150
HIGHWAY STREETS & ROADS						
SALARIES	192,636	197,182	112,990	192,000	59	197,000
PENSIONS	32,790	33,826	19,940	35,000	57	35,000
HEALTH, LIFE & DISB INSURANCE	30,532	27,693	14,842	36,000	41	36,000
OFFICE SUPPLIES	78	81	29	200	14	80
GAS & OIL	35,601	40,225	25,237	42,000	60	45,000
OPERATING SUPPLIES	9,396	10,007	4,699	9,000	52	11,000
STREET MARKINGS & SIGNS	9,015	11,242	7,204	10,000	72	10,000
SHOP SUPPLIES	1,191	859	248	600	41	1,000
EQUIPMENT REPAIR PARTS	14,298	20,065	11,369	15,000	76	15,000
TIRES	7,008	12,807	5,273	10,000	53	10,000
EQUIPMENT REPAIRS CONTRACTED	6,745	23,107	1,232	8,000	15	8,000
STREET MAINTENANCE-MATERIALS	20,214	15,163	2,783	30,000	9	30,000
STREET MAINT.- SEALCOATING	47,822			70,000		90,000
SNOW REMOVAL	6,758	17,682	4,203	10,000	42	10,000
FLOOD CONTROL	10,624					
BUILDING MAINTENANCE & SUPPL	1,801	4,275	803	2,500	32	2,500
SMALL TOOLS & EQUIPMENT	4,368	4,081	6,078	2,500	243	5,000
TELEPHONE	900	900	525	900	58	900
TRAVEL EXPENSE	375	187	239	450	53	450
TRAINING & INSTRUCTION	807	774	1,009	1,000	101	1,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
INSURANCE	18,859	21,970	13,676	23,000	59	14,000
WORKERS COMPENSATION	17,445	13,690	14,202	14,000	101	14,000
UTILITIES	3,938	4,598	3,235	4,500	72	4,500
HEATING COST	1,741	2,785	2,450	3,000	82	3,000
STREET LIGHTING UTILITIES	64,561	63,499	34,935	70,000	50	70,000
LAUNDRY	876	878	558	1,000	56	1,000
TOTAL: STREET DEPARTMENT	540,378	527,577	287,761	590,650	49	614,430
ORGANIZED RECREATION						
MANAGEMENT FEES	14,738	19,783		19,500		19,500
SENIOR CITIZEN PROGRAM	12,378	10,537	7,464	17,500	43	10,500
TOTAL: ORGANIZED RECREATION	27,116	30,410	7,464	37,000	20	30,000
SWIMMING POOL						
TEMPORARY SALARIES	40,241	41,026	22,840	43,000	53	43,000
PENSIONS	3,078	3,139	1,747	3,300	53	3,300
OPERATING SUPPLIES	7,732	7,457	5,650	8,200	69	8,200
BUILDING MAINTENANCE & SUPPL	5,958	6,598	18,540	7,000	265	17,000
BUILDING REPAIRS CONTRACTED	10,264	569	767	1,000	77	1,000
CONCESSION SUPPLIES	12,597	8,876	8,675	9,000	96	9,000
TELEPHONE	464	427	304	450	67	450
INSURANCE	8,490	8,561	7,657	9,000	85	8,000
UTILITIES	11,912	10,407	5,423	11,500	47	11,500
HEATING COST	4,828	7,210	6,073	8,000	76	7,000
TOTAL: SWIMMING POOL	105,563	94,269	77,676	100,450	77	108,450
ARMORY						
OPERATING SUPPLIES		2,174	71	500	14	500
BUILDING MAINT & SUPPLIES	4,933	5,307	628	5,000	13	3,000
CONTRACTED SERVICES	293	1,395	43	10,000	0	8,000
TELEPHONE	465	512	281	500	56	500
INSURANCE	1,800	2,400	1,610	2,600	62	1,700
UTILITIES	2,060	2,179	1,096	2,200	50	2,000
HEATING COST	1,686	2,111	1,913	2,000	96	2,300
TOTAL: ARMORY	11,237	16,078	5,640	22,800	25	18,000
PARKS						
SALARIES	76,554	79,245	53,589	73,000	73	75,000
PENSIONS	10,266	11,149	7,863	11,000	71	11,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
HEALTH, LIFE & DISB INSURANCE	11,556	12,683	7,859	12,000	65	12,000
MOSQUITO SPRAY & SUPPLIES	6,697	7,725	4,149	8,000	52	8,000
CHEMICALS & CHEM SUPPLIES	1,082	3,320	656	3,500	19	5,000
GAS & OIL	8,417	8,343	6,260	10,000	63	10,000
OPERATING SUPPLIES	27,208	19,714	7,763	15,000	52	15,000
LANDSCAPING MATERIALS	2,842	10,838	1,936	4,000	48	4,000
EQUIPMENT REPAIR PARTS	8,677	12,514	9,614	8,000	120	8,000
EQUIPMENT REPAIRS CONTRACTED	747	2,031	903	3,000	30	2,000
BUILDING REPAIR AND MAINT	4,402	4,691	10,517	3,500	300	3,500
SMALL TOOLS & EQUIPMENT	5,710	4,519	19,197	5,000	384	5,000
CONTRACTED SERVICES-MOWING	4,432	5,063	3,405	5,000	68	5,000
CONTRACTED SERVICES-TREE REMOV	19,323	147,467	2,157	27,000	8	27,000
CONTRACTED SERVICES-OTHER	7,687	5,599	2,600	5,000	52	5,000
TELEPHONE	664	720	463	500	93	500
TRAVEL EXPENSE	595	361	231	500	46	500
TRAINING & INSTRUCTION	360	323	697	500	139	500
INSURANCE	13,262	15,443	17,132	14,500	118	17,400
UTILITIES	10,000	6,578	5,374	8,000	67	8,000
RENT	1,800	1,800	1,050	1,800	58	1,800
CEMETERY	2,475	2,561	4,933	4,000	123	4,000
TOTAL: PARK DEPARTMENT	224,757	355,684	168,348	222,800	76	228,200
LODGING TAX EXPENSES	24,769	27,138	16,496	43,750	38	20,000
PROPERTY TAX ABATEMENTS	20,443	8,808	17,836	20,000	89	20,000
NOT ALLOCATED	10,751	8,651	10,777	10,000	108	10,000
PUBLIC TRANSIT						
SALARIES	95,564	84,385	49,505	93,000	53	95,000
PENSIONS	14,213	13,170	7,776	13,000	60	15,200
HEALTH, LIFE & DISB INSURANCE	19,725	14,894	10,952	25,000	44	16,525
GAS & OIL	25,031	26,723	15,490	27,000	57	27,000
PERSONNEL TESTING		7,849	1,125			
OPERATING SUPPLIES	2,453	1,672	672	1,500	45	1,500
EQUIPMENT REPAIR PARTS	3,114	8,721	3,692	8,000	46	8,000
TIRES	902	1,412	2,133	2,500	85	3,000
TELEPHONE	489	512	288	500	58	600
TRAVEL EXPENSE	758	496	673	600	112	600
TRAINING & INSTRUCTION	124	225	155	200	78	200
ADVERTISING				300		500
INSURANCE	4,900	4,764	8,540	5,400	158	9,000

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
WORKERS COMPENSATION	5,554	5,340	4,331	5,500	79	4,500
RENT	4,500	4,500	2,625	4,500	58	4,500
DUES AND SUBSCRIPTIONS						
TOTAL: PUBLIC TRANSIT	177,327	174,662	107,957	187,000	58	186,125
AIRPORT						
SALARIES	2,500	2,500		2,500		2,500
PENSIONS	192	192		430		500
GAS	23,789	19,310	36,217	23,000	157	23,000
OPERATING SUPPLIES	1,571	3,003	2,004	3,000	67	3,000
BUILDING MAINTENANCE & SUPPL	7,486	6,821	2,165	5,000	43	5,000
MANAGEMENT FEES	4,200	4,200	2,640	4,500	59	4,500
CONTRACTED SERVICES	4,854	12		500		500
TELEPHONE	864	894	502	900	56	900
INSURANCE	4,600	4,820	5,273	5,200	101	5,200
UTILITIES	9,001	11,450	4,967	10,000	50	10,000
HEATING COST	672	483	888	1,000	89	1,000
TOTAL: AIRPORT	59,728	53,685	54,655	56,030	98	56,100
TRANSFERS						
TRANSFER TO LIBRARY FUND						
TRANSFER TO FIRE DEPT BOND FND						
TRANS TO CAPITAL OUTLAY FUND	350,000	412,000		450,000		450,000
TRANS TO GOLF CLUB FUND	2,648	4,317	4,180			
TRANSFER TO CONCRETE PROJECTS	15,000	15,000		15,000		15,000
TRANS TO STORM WATER FUND	10,000	200,000				
TRANS TO FIRE RELIEF FUND	33,110	47,202		36,803		26,403
TRANS TO OTHER FUNDS	48,308					
TRANS TO CIVIC CENTER	26,000	26,000	15,167	26,000	58	26,000
TOTAL GENERAL FUND EXPENDITURES	3,166,341	3,559,818	1,720,747	3,495,733	49	3,421,658
TOTAL REVENUES LESS EXPENDITURES	343,579	(30,877)	144,816	50,054	289	58,108

CITY OF BENSON
BUDGET PROPOSAL
2015 BUDGET PROPOSAL

DESCRIPTION	2012 ACTUAL	2013 ACTUAL	2014 YTD	2014 BUDGET	PCT. BUDGET	PROPOSED 2015 BUDGET
LIBRARY FUND						
TAXES	116,326	104,314	58,091	106,800	54	108,936
INTEREST EARNINGS						
RENTALS						
DONATIONS	5,115	5,434	564			
BUILDING DONATIONS						
SALE OF PROPERTY						
REFUNDS & REIMBURSEMENTS	2,044	2,017	1,278	2,000	64	2,000
TRANSFER FROM GENERAL FUND						
TRANSFER FROM OTHER FUNDS	450	396		450		450
TOTAL LIBRARY FUND REVENUES	123,935	112,161	59,933	109,250	55	111,386
EXPENDITURES						
OFFICE & OPERATING SUPPLIES	1,691	3,531	4,446	5,003	89	5,000
EQUIPMENT REPAIRS				500		500
BUILDING MAINTENANCE & SUPPL	4,530	5,261	5,419	6,000	90	7,000
BUILDING REPAIRS CONTRACTED	3,557					
MANAGEMENT FEES-PIONEERLAND	72,671	74,850	38,549	77,097	50	79,410
CONTRACTED SERV - CLEANING	4,200	4,605	2,765	5,000	55	5,000
TELEPHONE	928	923	520	1,000	52	1,000
TRAVEL	175	175		750		750
INSURANCE	2,900	3,500	3,864	3,700	104	3,900
UTILITIES	5,037	4,484	1,219	5,200	23	5,200
HEATING COST	954	2,126	1,684	2,000	84	2,300
CAPITAL OUTLAY						
CAPITAL OUTLAY - BOOKS	3,000	3,000	474	3,000	16	3,100
TOTAL LIBRARY FUND EXPENDITURES	99,644	102,455	58,940	109,250	54	113,160
TOTAL REVENUES LESS EXPENDITURES	24,291	9,706	993			(1,774)