

**City Council Meeting
Benson City Hall
June 7, 2021**

City of Benson Mission Statement

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

The Council Meeting is at City Hall. Limited seating available. Masks required.

Please use the FCC App on your device. (Activate video)

Call-in Information

Dial In: 1-425-436-6384 Access Code: 457987#

PAGE

4:30 p.m. Utility Board Meeting
4:30 p.m. Personnel Committee Meeting

1. 5:30 p.m. Call the Meeting to Order (Mayor)
2. Pledge of Allegiance
3. Approval of Agenda (Mayor)

Additions? None 1. _____ 2. _____

Any Consent Agenda items to be moved to regular agenda item?

Approval of Agenda _____ as Presented or _____ Revised

Action Requested

4. Consent Agenda: (Mayor)

a. Minutes:

- 3-5 ▪ 5.17.2021 City Council Meeting
- 6 ▪ 2.18.2021 Park Board Meeting

b. Correspondence:

- 7 ▪ MnDOT Email – Railroad Crossing Closed June 21-June 25, 2021
- 8-11 ▪ Notice of Pay Equity Compliance

c. Electronic Transfers:

Payroll: \$92,238.51 – May 20, 2021
 \$113,809.22 – June 3, 2021

d. Contracted Payments:

- 12-13 ▪ Airport AD Building – Pay Request #7 - \$20,047.14 – Balance to Finish \$86,289.65

5. Persons With Unscheduled Business to Come Before the Council: (Mayor)

14-15 6. Consider Variance Request for 602 – 11th St. S. (Councilmember Evenson) **Action Requested**

16-18 7. Stan Olson Request to Waive Development Fee (City Mgr.) **Action Requested**

19-41 8. MRES Reserved Capacity Agreement (Terry Wolf) Information Only

42-47 9. Approve Plans, Spec and Bids for the Water Plant Clear Well Project (Gens) **Action Requested**

48-50 10. Consider Capital Authorization Request-Wastewater Influent Pump (Gens) **Action Requested**

- 51 11. Consider Quotes: (Gens) **Action Requested**
- Mosquito Spray: Univar - Kontrol 4-4 - \$40/Gallon
Clarke- Biomist 4-4 - \$65.31/Gallon
 - Crack Filler: Brock White - Crafc0 535 - \$.57/Pound
- 52 12. Consider Pay Request – Trickling Filter Repairs – Rubin Construction-\$31,647 **Action Requested**
- 53 13. Consider Pay Request – Discovery Kids – 2020-2021 School Year \$10,000 **Action Requested**
(Councilmember Olson)
14. Consider Special City Council Meeting June 28, 2021 at Noon (City Mgr.) **Action Requested**
15. Adjourn (Mayor) **Action Requested**

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

DRAFT

**MINUTES - BENSON CITY COUNCIL REGULAR MEETING
CITY HALL
MAY 17, 2021**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Terri Collins, Lucas Olson, Jon Buyck, Mark Schreck and Jack Evenson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Police Chief Ian Hodge, Public Works Director Dan Gens, Pioneerland Librarian Andrew Kelton, CEDA Representative Hillary Tweed, Stan Olson, Ron Hanson, Eric Peterson, Anne Johnson, Jon Dokken and Reed Anfinson.

The Council recited the Pledge of Allegiance.

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

Next was the Consent agenda. Schreck asked about the Building Official Agreement. Wolfington explained Mike Jacobson resigned. This is a 30 day agreement with the City of Montevideo much like the agreement we had with the City of Morris for Mike Jacobson. Buyck asked what it will cost the City to hire the building official from Montevideo, to which Wolfington said there is money in the budget for the building official's wages already, and when there is a more permanent solution to hiring a building official for the City of Benson, he will have a solid amount. Schreck asked to see the costs associated with this in the future.

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

- May 3, 2021 City Council Minutes
- April 14, 2021 Armory Blue Ribbon Committee Minutes
- April 28, 2021 Armory Blue Ribbon Committee Minutes
- March 15, 2021 EDA Minutes
- March 10, 2021 Benson Cemetery Board Minutes
- May 11, 2021 Friends of the Library Minutes
- Letter from Ron Hanson
- Temporary Building Official Agreement with the City of Montevideo

Electronic Transfers:

Payroll: \$119,706.81 – May 6, 2021

Journal: \$1,928,665.49 – April 2021

The Mayor asked for anyone with unscheduled business. Stan Olson approached. He said at his development on the south east part of town, he had an offer from an existing homeowner to purchase a lot behind their house. They do not intend to build on the lot. Olson said in his development agreement with the City of Benson, if he sells a lot and there isn't a house placed on that lot within one year, the lot owner will be assessed a fee for the City's cost for infrastructure development in the amount of \$4,008. He is asking for the City to waive this fee, in lieu of his donating several lots in this subdivision to the City. After discussion, it was agreed by the Council to table their decision until the next regular City Council Meeting.

Next Ron Hanson approached the Council. He began by thanking the Council for all they do for the City. He said he feels the role for City Government is to make life livable for its citizens. He said there has been a bowling alley and theater in town for 100 years, and feels it's the proper role of government to take a role in running these two businesses and sustaining them. The Council suggested he

come back with a plan how the City can do this. He thanked the Council for their time.

Wolfington introduced the new Pioneerland Head Librarian Andrew Kelton who started at the Benson Public Library recently.

Mayor Collins opened the Public Hearing at 5:55 p.m. Tweed with CEDA approached the Council to say the purpose of the public hearing is not to convince the Council to keep the Armory, but to ask for support for the grant, as well as get citizen input. She reviewed the proposed MN Community Development Block Grant COVID-19 (CDBG-CV) activities as well as discussing their benefiting location. She reviewed the overall cost and proposed financing. The implementation schedule was discussed and she shared the past performance of the successful execution of former Small Cities Grants by the City as well as CEDA's more than 30 years of small cities development. She laid out the responsibilities of the grant and implementation. She said the Armory is not a historic building, or listed in any history building registers. Councilmember Evenson offered the following resolution:

**LOCAL GOVERNMENT RESOLUTION
(RESOLUTION 2021-14)**

BE IT RESOLVED that the City of Benson (applicant) act as the legal sponsor for the project contained in the Application to be submitted on June 1, 2021 and that Robert Wolfington, City Manager (Title of First Authorized Official) and Hillary Tweed, Community & Business Development Specialist (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Benson (applicant).

BE IT FURTHER RESOLVED that the City of Benson has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Benson has not violated any federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Benson may enter into an agreement with the State of Minnesota for the approved project, and that the City of Benson certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that Robert Wolfington, City Manager and Hillary Tweed, Community & Business Development Specialist, or their successors in office are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

Councilmember Olson seconded the foregoing resolution and the following vote was recorded: AYES: Schreck, Collins, Buyck, Olson, Evenson. NAYS: None. Thereupon the Mayor declared Resolution 2021-14 duly passed and adopted.

Next Johnson with the Armory Blue Ribbon Committee and Pederson approached the Council. They discussed the CDBG-CV Grant application for the Armory. They said they felt they would have a better chance at getting the \$600,000 grant if the City commits to a 1 for 1 match. Pederson stated if we get the \$600,000, and the City matched it at \$600,000 there would then be a \$1.2 million project and the Armory could be improved even more. Pederson presented a quote from Engan and Associates for engineering services should we be awarded the grant. Johnson said the committee is in agreement a match will give us the best chance to get the grant. Pederson said there is currently \$125,000 in the General Capital Outlay fund in the budget earmarked for the Armory. It was then moved by Evenson, seconded by Olson to approve a \$600,000 match if the City should get the \$600,000 grant from CDBG-CV. Schreck

stated this is a larger amount than the \$200,000 originally discussed. Pederson said they are receiving letters of support from residents. Buyck asked what happens if we don't get the grant? Pederson said they will go back to planning with the original \$200,000. The following vote was recorded: AYES: Olson, Schreck, Collins, Evenson. NAYES: Buyck. The motion carried.

Pederson followed up with an updated quote from Buttweiler's Do-All Inc. for roof repair at the Armory. Pederson said the quote has gone up since last year and will only continue to go up. He then asked the Council for their feedback if they would like to repair the roof at the Armory at this time. After discussion, it was moved by Schreck, seconded by Buyck to deny the roof repair request. The following vote was recorded: AYES: Schreck, Collins, Buyck, Evenson. NAYS: Olson. The motion carried to deny the request.

Eric Peterson approached the Council to make an offer on a lot owned by the City between 1806 & 1810 Kansas Ave. The lot is an unbuildable lot and Peterson has been maintaining the lot for several years. The neighbor to the east expressed a few years ago they weren't interested in the lot. After discussion, it was moved by Evenson, seconded by Olson and carried unanimously to accept Peterson's offer of \$500 to purchase parcel #23-0563-000 from the City.

Gens approached the Council to discuss the heater-less desiccant dryer the Council approved at the May 3, 2021 meeting for the power plant air compressors. Atlas Copco contacted Gens to say they made a mistake on their quote. The quote they gave us was for \$15,233.00. In fact the quote should have been \$18,233.00. The other quote from Ingersoll Rand was for \$30,085. After discussion, it was moved by Buyck, seconded by Evenson and carried unanimously to approve the new amount for the desiccant dryer in the amount of \$18,233.00.

Next was a pay request for repairs to well #31. Gens informed the City Council earlier this year there was a problem with the old well. A new well pump and other parts were needed. Gens decided to do the extra maintenance on the pump while it was being worked on rather than have a break-down this summer. It was moved by Schreck, seconded by Buyck and carried unanimously to approve the pay request to Their Well in the amount of \$17,461.25.

Pederson reviewed the April 2021 budget report. He stated water and sewer revenues were up.

It was moved by Evenson, seconded by Schreck and carried unanimously to approve the bills and warrants in the amount of \$338,936.80.

Wolfington said there is a tour of City projects scheduled after the Council meeting today.

There being no further business to come before the Council a motion was made by Evenson seconded by Buyck and carried unanimously to adjourn the Council meeting at 6:20 p.m.

Mayor

City Clerk

**MINUTES - BENSON PARK BOARD - REGULAR MEETING - TELEPHONICALLY
FEBRUARY 8, 2021**

Present: MacKenzie Dokkebakken, Ron Hanson, Jack Evenson, and Doug Bangsund.
Absent: Mike Berreau.
Also Present: Public Works Director Dan Gens, City Manager Rob Wolfington and Kaleb Schwendemann.

The meeting was called to order at 12:00 p.m.

1. Wolfington stated new officers are needed for the Park Board. Evenson was nominated as Chairman, and Hanson was nominated as Vice-chairman.
2. Wolfington said Duane Hopp, current Parks Superintendent is retiring this year. The City has hired a replacement. He introduced Kaleb Schwendemann to the Park Board, who will be working along side Duane until he retires. Schwendemann said he is excited to be in his new position.
3. Wolfington discussed how covid-19 impacted camping, the pool and community education. We will hopefully have direction on how these activities will look for 2021 soon. He said the activities are funded in the budget, so if we get a “go” from the Governor, we are ready. He went on to say he had a sign request from the School. They would like to place a lighted sign and marquee at the south east corner of the school property. Wolfington said the property isn’t zoned for this type of sign. The School can apply for a Conditional Use Permit through the Planning Commission. We have not received an official sign permit application. He said MnDOT will be a bigger challenge with placing signs along the highway. Wolfington also said he suggested going in with the school to share a sign at 11th St. N. and Hwy 12, but the school was not interested in that location. Dokkebakken and Hanson liked the idea of sharing the sign.
4. Wolfington said the City of Benson purchased the remaining elevator in town planning to demolish it. Estimates to do this will run \$200,000-\$250,000. The funds will come out of the Xcel Grant dollars. The hope is to landscape this area to match the land to the west. Hopefully this will happen in 2021.
5. Armory Demolition was next. Wolfington said the building is almost 100 years old and has a long list of costly expenses for repairs. It is no longer cost efficient to make these repairs. He said the City Council decided to go out for bids for demolition. This process is underway. Bids will be accepted on March 4, 2021. The City Council will review these bids at their March 15, 2021 meeting, and 30 days after the bid is awarded, the demolition will commence. It was agreed it is hard to see this building taken down, and also understood it is in disrepair.
6. Wolfington said last year due to Covid-19, we slipped on meeting as a Park Board, with activity restrictions and lack of projects. He said he wishes to return to quarterly meetings.

There being no additional items to come before the Board, it was moved by Bangsund, seconded by Hanson and carried unanimously to adjourn the meeting at 12:43 p.m.

Rob Wolfington

From: DeHaan, Jeff (DOT) <jeff.dehaan@state.mn.us>
Sent: Wednesday, June 2, 2021 1:59 PM
To: Rob Wolfington
Subject: Update on BNSF RR and Marcus Moving Company

Rob,
Good afternoon. I believe you received a call last week that the RxR project finally has a date. June 21st @ 7:00am. We will close that crossing that morning around 6:30am and open it sometime on the 25th using the detour plan I provided to Chief Hodge that you suggested. If needed or any questions on this we can certainly meet and discuss. I will have our Public Relations person send this out the week prior to notify the general public.

Also Marcus Moving has chosen to move the Beet lifter north to Clontarf and then east around Benson so this should not be an issue anymore coming through Benson.

Respectfully,
Jeff

Jeff DeHaan

Transportation Operations Supervisor 2
MNDOT District 4 Traffic/Message Services
51 Minnesota Drive
Morris, Mn 56267
Tel: 320-208-7020
Cell: 320-760-6510
jeff.dehaan@state.mn.us



April 06, 2021

Local Government Official
Benson
1410 Kansas Avenue

Benson, MN 56215

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us

Again, congratulations on your achievement!

Sincerely,
Dominique Murray
Pay Equity Coordinator

Results of Tests for Pay Equity Compliance

Date: April 06, 2021

Jurisdiction: Benson

ID#: 445

1. Completeness and Accuracy Test

Passed. Required information was submitted accurately and on time.

2. Statistical Analysis Test

Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.

3. Salary Range Test

Passed. Too few classes had an established number of years to move through a salary range.

Passed. Salary range test showed a score of 80% or more.

4. Exceptional Service Pay Test

Passed. Too few classes received exceptional service pay.

Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: pay.equity@state.mn.us



Notice of Pay Equity Compliance

Presented to

Benson

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2021 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

April 06, 2021

Date

Jim Schowalter, Commissioner

Glen Pederson.

From: Pay.Equity@state.mn.us
Sent: Tuesday, April 6, 2021 12:08 PM
To: Glen Pederson
Cc: Pay.Equity@state.mn.us
Subject: Message From MMB Regarding Your 2021 Pay Equity Case Status
Attachments: InComplianceCert.pdf; InComplianceLetter.pdf; StatisticalTestResults.pdf

The following pay equity case is approved and meets compliance requirements. Please review the attachments for further details about this case.

Report Year: 2021
Case: 2
Current status: In Compliance
Jurisdiction Name: Benson

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Benson

PROJECT:
Arrival/Departure Building (Rebid)
Benson Municipal Airport

APPLICATION #: 7
PERIOD TO: 02/28/21
PROJECT NOS: 3-27-0011-11-

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
KALCON LLC
2859 Gale Road
Minnetonka, MN 55391

ARCHITECT:
TKDA

CONTRACT DATE: 09/17/19

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT


Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	<u>654,345.00</u>
2. Net change by Change Orders-----	\$	<u> </u>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	<u>654,345.00</u>
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		<u>597,953.00</u>
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns E+F on Continuation Sheet)	\$	<u>29,897.65</u>
b. 5.0% of Stored Material (Column G on Continuation Sheet)	\$	<u> </u>
Total Retainage (Line 5a + 5b) or Total Retainage Held -----	\$	<u>29,897.65</u>
(Column K on Continuation Sheet)		
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	<u>568,055.35</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	<u>548,008.21</u>
8. CURRENT PAYMENT DUE-----	\$	<u>20,047.14</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>86,289.65</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:  Date: 3/4/2021

State of: _____
County of: _____

Subscribed and sworn to before
me this _____ day of _____

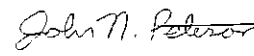
Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____ \$ 20,047.14
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:  Digitally signed by John N. Peterson, PE Date: 3/4/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Application for Variance from Provisions of Zoning Ordinance

Planning Commission
City of Benson
Benson, MN 56215

Number: 2021-02
Date of Application: 5-17-2021
Application Fee: \$250.00 (00)

NAME OF APPLICANT Daniel & Marcia Connolly ZONE R-1 Low Density Res.

ADDRESS 602 11th Sts Benson MN 56215 PARCEL NO. 23-0583-000

PROPERTY AT 602-11th Sts, Benson ^{parts} LOT # 243 BLOCK 2 ADDITION Sunnyside

Applications for variance shall be filed with the Zoning Administrator who shall refer all applications to the Planning Commission at their next regular meeting or at some other time. The Planning Commission shall recommend such conditions so as to adjust the hardship or deny the request within 60 days of referral. The City Council shall take up with the Planning Commission's recommendations and the application at the next regular meeting of the Council, however, it has 60 days to call hearing or act if necessary.

1. REASON FOR GRANTING A VARIANCE:

The City Council may grant variances from the strict application of the application of the provisions of this code and impose conditions and safeguards in the variances granted when it is in the public's interest to grant such a variance. Variances may be granted:

- Yes No (A) By reason of narrowness, shallowness, or odd size or shape of the lot;
- Yes No (B) By reason of exceptional topographic conditions, water conditions, or other extraordinary and exceptional conditions of the lot;
- Yes No (C) By reason that the strict application of this Chapter would result in peculiar and practical difficulties or exceptional or undue hardship upon the owner developing or using such lot in a manner customary and legally permissible in the zoning district in which the lot is located;
- Yes No (D) By reason that the owner can show that the strict compliance with the zoning regulations is unreasonable.

2. I am requesting a variance to: build a garage

3. Statement showing hardship or reason listed above for requesting a variance: _____

4. Attach one Plot Plan to scale showing present and proposed improvement.

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: 320 444 1084

ADDRESS: 602 11th Sts Benson MN 56215

NAME Dan & Marcia Connolly

CITY OF BENSON

PERMIT NO. _____

DATE _____

ALL SKETCHES MUST BE DRAWN TO SCALE and contain the following information: North arrow, all abutting streets and alleys with street names, dimensions of lot or lots, all existing buildings on lots, proposed buildings, and distances from all property lines to existing or proposed buildings.

Cross-hatch all existing buildings. Label property lines.

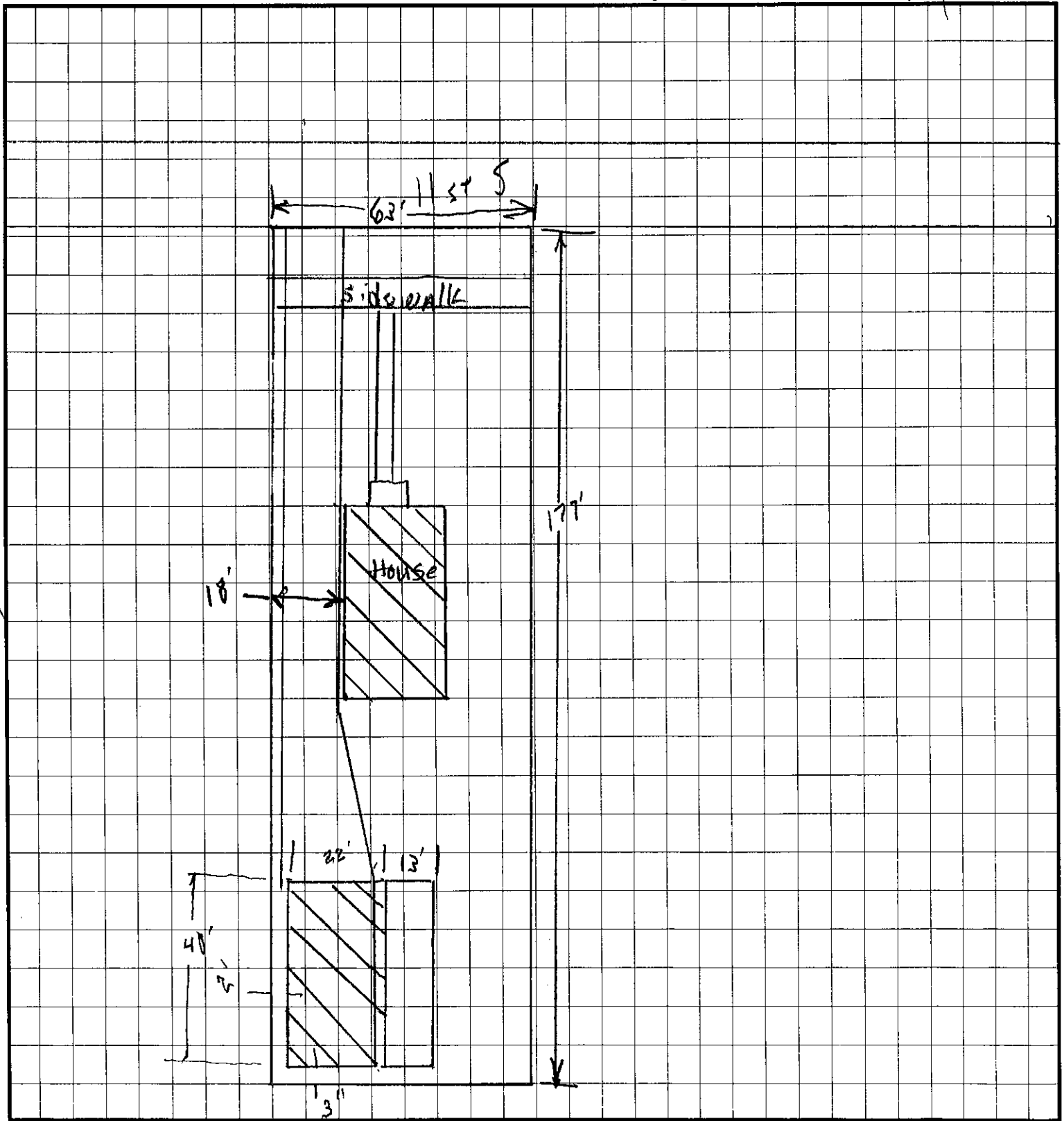


INDICATE NORTH IN CIRCLE

SKETCH

32

SCALE 1/2" = 10'



SUBDIVISION AGREEMENT

AGREEMENT entered into as of this 30th day of August, 2006 by and between Stan Olson and Shawn Tolifson of Benson, Minnesota, herein referred to as the Subdivider, and the City of Benson, a Municipal Corporation, herein referred to as the City.

WHEREAS, the Subdivider has filed a preliminary plat of a Subdivision known as Homewood Eighth Addition to the City of Benson and said preliminary plat has been approved by the City; and,

WHEREAS, Section 153.65 of the Benson City Code provides that a Subdivider and the City shall, prior to approval of a final plat, enter into an agreement for furnishing and paying the cost of improvements on site as listed in said section. The said improvements are herein collectively referred to as "the project".

NOW THEREFORE, the parties agree as follows:

1. All improvements on site shall be completed and paid for in full by the Subdivider except the following:
 - A. The City shall reimburse the Subdivider for the cost of the sewer line from the main to the inside edge of the boulevard for each lot and for the cost of the water service line from the main to and including the curb stop for each lot.
 - B. The City shall determine the appropriate type of electric underground service and shall install it at its expense.
 - C. The City shall provide, at its expense, all engineering for the project, including the cost of the engineering feasibility study, plans, specifications, and construction inspection.
 - D. Each party shall be responsible for its own administration. All inspections of the project shall be conducted in accordance with applicable local and state laws and regulations.
 - E. The City shall provide, at its expense, any necessary fire hydrants with valves and decorative streetlights in accordance with applicable local and state laws and regulations.
 - F. No sidewalks shall be installed in the platted area.
 - G. The City shall reimburse the Subdivider for the incremental cost of oversizing the water and/or sewer mains if required by the City to

accommodate future development outside of Homewood Eighth Addition to the City of Benson.

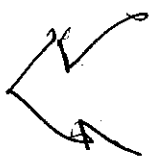
- H. All grading and facilities for storm water retention for the platted area shall be completed by the Subdivider at its expense prior to construction of utilities.

2. All work done by the Subdivider or at Subdivider's direction shall be completed in a workmanlike manner and Subdivider guarantees the materials and workmanship for a period of one year from the date that the final inspection of the improvements is made. The City shall be notified of the schedule for any such work and shall have access to the work site for purposes of inspection at any time. No work performed shall be covered prior to inspection and approval thereof by the City.

3. The parties agree that the combined total of the reimbursements from the City pursuant to paragraph 1(A) of this agreement and the engineering costs to be paid by the City pursuant to paragraph 1(C) shall not exceed Seventy-five thousand dollars (\$75,000). If the total of these costs exceeds Seventy-five thousand dollars (\$75,000) the Subdivider shall pay the amount of the excess. The parties further agree that the reimbursements from the City pursuant to paragraph 1(A) shall not, themselves, exceed Fifty thousand dollars (\$50,000.00). All amounts due from the City for engineering will be paid at the time that written contracts for construction services on the project are issued or at such other time or times as may be set forth in a written contract for engineering services to which the City is a party. Any amount due from the City as a reimbursement to Subdivider pursuant to paragraph 1(A) will be paid at the time of substantial completion of the project.

4. The Subdivider agrees that, with respect to any portion of the project in which it is anticipated that the City will, pursuant to this agreement, financially participate, all requirements of the Uniform Municipal Contracting Law (Minnesota Statutes Section 471.345) shall be followed including, if required by law, competitive sealed bids or competitive quotes. If bidding or solicitation of quotes is required it will be conducted by the Subdivider with the City's participation to ensure compliance with the provisions of the Uniform Municipal Contracting Law. All bidding or solicitation of quotes shall be done using the tabulation of quantities and unit prices contained in the engineer's report.


5. The Subdivider agrees and acknowledges that in agreeing to undertake the obligations set forth in this agreement the City has relied upon the Subdivider's assurance that each platted lot will be used for development of residential property. Accordingly, the Subdivider agrees that if, at any time, it sells or otherwise conveys a platted lot for any purpose other than for construction thereon of a residential structure it will immediately reimburse the City for a portion of the City's total cost related to its costs of improvements as set forth herein equal to the incremental cost calculated on a per lot basis. The parties agree that the revised plans and specifications for the project provide that certain lots included in the final plat may not be immediately developed. No reimbursement from the Subdivider shall be required by this paragraph as a result of the




sale or conveyance by Subdivider of a lot identified in the revised plans and specification as a lot not to be immediately developed. If, for any reason, Subdivider does not proceed with this project to the point where development of residential structures commences then Subdivider will reimburse to the City the full amount of all expenditures of the City pursuant to paragraphs 1(A) and 1(C) of this agreement. Such funds will be reimbursed within thirty (30) days of the date that Subdivider ceases work on the project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SUBDIVIDER

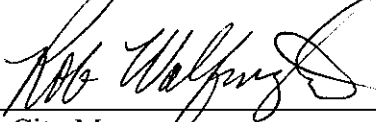


Stan Olson

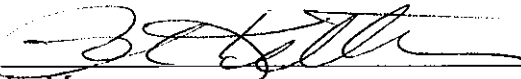


Shawn Tolifson

CITY OF BENSON

By 

Its City Manager

By 

Its Mayor

RESERVED CAPACITY AGREEMENT

Between

MISSOURI RIVER ENERGY SERVICES

and

THE CITY OF BENSON, MINNESOTA

This Reserved Capacity Agreement ("Agreement") is made and entered into as of _____, 2021 (the "Effective Date"), between **Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services**, a body corporate and politic organized under Chapter 28E of the Code of Iowa and existing under the intergovernmental cooperation laws of the States of Iowa, Minnesota, North Dakota, and South Dakota ("MRES"), and Benson, a municipal corporation of the State of Minnesota ("Municipality"). MRES and Municipality are at times referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Municipality is a member of MRES and has entered into a Power Sale Agreement with MRES under which Municipality purchases power and energy requirements from MRES.

B. MRES owns or has contractual rights to the output of generating facilities for the purpose of furnishing firm electric power and energy at wholesale to meet the requirements of Municipality and other members of MRES, and to meet other obligations of MRES.

C. Municipality owns certain electric generating facilities that, through the interconnection of Municipality's electric distribution system with the transmission systems of other utilities, can be made available to the regional transmission system.

D. If Municipality's generating facilities are maintained in a dependable operating condition in accordance with the terms of this Agreement, MRES can beneficially utilize, and desires to purchase, the output of Municipality's generating facilities to meet MRES's power supply obligations to its members and for other mutually beneficial purposes.

E. MRES has the dispatch, scheduling and transmission services required to utilize the output of Municipality's generating facilities on an economical basis.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties mutually agree as follows:

ARTICLE 1 DEFINITIONS

The following terms, when capitalized in this Agreement, have the meanings set forth in this Article below. Other capitalized terms used in this Agreement, but not defined in this Article, have the meanings given them elsewhere in this Agreement.

1.1 “CPA Capacity” means the Unit or Units, if any, identified and designated in Exhibit A as CPA Capacity.

1.2 “DCA Capacity” means the Unit or Units, if any, identified and designated in Exhibit A as DCA Capacity. To qualify as DCA Capacity (rather than CPA Capacity), a Unit must satisfy the requirements of Section 5.5 of this Agreement, in addition to the other requirements of this Agreement.

1.3 “EFOR” means the equivalent forced outage rate of a Unit, representing the number of hours such Unit is not available to run or is limited in its run capacity compared to the number of hours the Unit is available to run at full capacity, as more particularly defined by the RTO in which a Unit is located or, if not defined by the RTO, by the North American Electric Reliability Corporation or any successor thereto. For example, an EFOR of two percent means a Unit is unavailable to run two percent of its potential running time. The EFOR of a Unit will be as determined by the applicable RTO or, if the RTO does not calculate the EFOR for generating units within its footprint, by MRES based on information provided by Municipality.

1.4 “Energy Adder 1” means the amount added to the Energy Costs, for energy production as specified in Section 3.3 up to Energy Block 1 in any month, in determining the total payment by MRES to Municipality for energy produced by a Unit. The Energy Adder 1 will be \$0.016 per kilowatt-hour (“kWh”) through May 31, 2022. Starting with the first day of the June 2022 billing period and continuing thereafter on the first day of each subsequent June billing period, MRES will adjust the monthly rate for the Energy Adder 1 by taking the product of \$0.016 per kWh and the quotient of the GDP Deflator for the calendar year preceding the adjustment date divided by the GDP Deflator for calendar year 2020 ($\$0.016 \times (\text{Current GDP Deflator}/2020 \text{ GDP Deflator}) = \text{Updated Energy Adder 1}$), rounded to the nearest \$0.001; provided, however, that the Energy Adder 1 may not be less than \$0.015 per kWh.

1.5 “Energy Adder 2” means the amount added to the Energy Costs, for energy production as specified in Section 3.3 exceeding Energy Block 1 in any month, in determining the total payment by MRES to Municipality for energy produced by a Unit. The Energy Adder 2 is \$0.005 per kWh.

1.6 “Energy Block 1” means eighty (80) times the Reserved Capacity amount of a Unit.

1.7 “Energy Costs” means the sum of the cost of fuel consumed in a Unit to generate energy, including any incremental cost for station service, plus the amount of any federal or state energy tax based on the amount or type of fuel consumed in the generation of electricity, plus the

amount of any federal or state pollution or emissions tax based upon the amount or type of fuel consumed in the generation of electricity.

1.8 “GDP Deflator” means the average annual Gross Domestic Product Implicit Price Deflator as published by the U.S. Bureau of Economic Analysis or its successor organization, computed to the nearest tenth. The value published by April 1 will be considered to be the final value for the prior calendar year.

1.9 “GVTC Test” means the annual capacity testing requirements and procedures required to be Planning Reserve Qualified capacity, as set forth in Exhibit E.

1.10 “Local Balancing Authority” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.11 “Network Transmission” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.12 “Operating Procedures” means the operating requirements and procedures required to be met and followed by Municipality in operating each Unit, as set forth in Exhibit D.

1.13 “Planning Reserve Qualified” means generation that meets the requirements of this Agreement, including metering, GVTC testing, and other reporting and call-out requirements as specified in this Agreement.

1.14 “Planning Year” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.15 “Point of Delivery” means the point at which energy is delivered by Municipality to MRES under this Agreement, as identified in Exhibit B.

1.16 “Power Sale Agreement” means the long-term power supply purchase and sale agreement between MRES and Municipality, as described in Recital A.

1.17 “Prudent Utility Practice” means those practices, methods and procedures, as modified from time to time, used by electric utilities to design, engineer, select, construct, operate and maintain electric power facilities and equipment dependably, reliably, safely and economically with due regard for the practices required within the region.

1.18 “Reserved Capacity” means the entire amount of Planning Reserve Qualified capacity of a Unit as measured and determined according to the tests and criteria set forth in Article 5. The Reserved Capacity of each Unit, as so measured and determined, is set forth in Exhibit A, as may be updated from time to time in accordance with this Agreement.

1.19 “RTO” means Midcontinent Independent System Operator, Inc. or Southwest Power Pool, Inc., as applicable based on the location of a Unit, or any successor thereto.

1.20 “Transmission Provider” has the meaning given to this term in the RTO tariff applicable to a Unit.

1.21 “Uncontrollable Forces” means any cause beyond the control of the Party affected, including without limitation flood, earthquake, storm, lightning, fire, epidemic, pandemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, or restraint by court or public authority, which by due diligence and foresight such Party could not reasonably have been expected to avoid. The term Uncontrollable Forces does not include an equipment failure, scheduled or forced outage, or any unexcused periods of unavailability of the Reserved Capacity for reasons within the control of Municipality.

1.22 “Unexcused Failure” means the failure of Municipality to provide all or a portion of the Reserved Capacity or energy, for a period exceeding ten minutes, when dispatched or operated by MRES for any reason other than: (a) the temporary removal of a Unit from service for normal maintenance outages, testing or training pursuant to a schedule agreed upon by Municipality and MRES in accordance with Section 6.10; or (b) an inability to operate a Unit due to Uncontrollable Forces.

1.23 “Unit” means a generator and associated equipment capable of generating electric energy that is owned and maintained by or on behalf of, and within the city limits of, Municipality and is used to provide Reserved Capacity and any associated energy under this Agreement. Each Unit is listed in Exhibit A.

1.24 “Units” means the combination of each and every Unit listed in Exhibit A, whether in the same location or different locations.

ARTICLE 2 TERM OF AGREEMENT

2.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect through May 31, 2052, unless earlier terminated pursuant to the terms of this Agreement.

2.2 Termination. This Agreement may be terminated by MRES upon thirty (30) days’ written notice to Municipality upon the occurrence of any of the following events:

- a. There ceases to be any Units listed in Exhibit A.
- b. The Power Sale Agreement is terminated for any reason.
- c. Municipality breaches or violates any of its obligations under this Agreement and fails to cure such breach or violation within thirty (30) days of MRES’s written notice to Municipality of the breach or violation.

2.3 Removal of Unit. A Unit may be removed from Exhibit A, and thereby disqualified and removed from the terms of this Agreement, as set forth in this section below.

a. The Parties may remove a Unit from Exhibit A at any time by written agreement of the Parties.

b. MRES may remove a Unit from Exhibit A upon written notice to Municipality upon the occurrence of either of the following events: (i) the Unit is not Planning Reserve Qualified for a period of ninety (90) consecutive days; or (ii) the Unit fails to operate for a period of ninety (90) consecutive days due to an Unexcused Failure and was scheduled on four (4) or more of those days.

c. Municipality may remove a Unit from Exhibit A upon written notice to MRES in the event the Unit is no longer economically viable as reasonably determined by Municipality, provided that such removal will not take effect until the end of the period for which the Unit is then registered by MRES as a resource adequacy resource.

ARTICLE 3 PURCHASE AND SALE

3.1 Reserved Capacity; Energy. During the term of this Agreement, and pursuant to the terms and conditions hereof, (a) Municipality will make available and sell to MRES, and MRES will purchase and accept from Municipality, the Reserved Capacity; and (b) MRES will take and pay for any energy associated with Reserved Capacity that is scheduled by MRES and delivered by Municipality to the Point of Delivery. Municipality will provide service over its transmission system and distribution system; no transmission, distribution or other service charges or loss compensation will be charged by Municipality to MRES for the delivery of the Reserved Capacity and energy to MRES.

3.2 Reserved Capacity Rates. MRES will pay Municipality for the Reserved Capacity furnished at the Point of Delivery, each month, in a sum equal to the amount of CPA Capacity and/or DCA Capacity, as applicable, multiplied by the monthly rate per kilowatt (“kW”) applicable to the Reserved Capacity type, as described in this section below, subject to any adjustment pursuant to Article 4.

a. For CPA Capacity, the monthly rate will be \$1.92 per kW from the Effective Date through May 31, 2022. Starting with the first day of the June 2022 billing period and continuing thereafter on the first day of each subsequent June billing period, MRES will adjust the monthly rate for CPA Capacity by taking the product of \$1.92 per kW and the quotient of the GDP Deflator for the calendar year preceding the adjustment date divided by the GDP Deflator for the calendar year 2020 ($\$1.92 \times (\text{Prior Year GDP Deflator}/2020 \text{ GDP Deflator}) = \text{Updated CPA Capacity rate}$). The resulting monthly rate for CPA Capacity will be rounded to the nearest \$0.01 per kW.

b. For DCA Capacity, the monthly rate will be \$2.85 per kW from the Effective Date through May 31, 2022. Starting with the first day of the June 2022 billing period and continuing thereafter on the first day of each subsequent June billing period, MRES will adjust the monthly rate for DCA Capacity by taking the product of \$2.85 per

kW and the quotient of the GDP Deflator for the calendar year preceding the adjustment date divided by the GDP Deflator for the calendar year 2020 ($\$2.85 \times (\text{Prior Year GDP Deflator}/2020 \text{ GDP Deflator}) = \text{Updated DCA Capacity rate}$); provided, however, that the price for DCA Capacity resulting from such adjustment will not increase from the prior year by less than one percent or more than four percent in any single year. The resulting monthly rate for DCA Capacity will be rounded to the nearest \$0.01 per kW.

3.3 Energy Rates. MRES will pay Municipality for energy scheduled by MRES and generated by a Unit and delivered by Municipality to the Point of Delivery, as follows: (a) at a rate equal to Municipality's Energy Costs plus the Energy Adder 1, for such energy production up to Energy Block 1 in any month; and (b) at a rate equal to Municipality's Energy Costs plus the Energy Adder 2, for such energy production exceeding Energy Block 1 in any month. The fuel cost portion of the Energy Costs will be calculated at the average cost of the fuel consumed during the month as purchased by Municipality and reflected in its accounting records. The cost of fuel when using a Unit for generation by Municipality as described in Section 6.8(a) will be the responsibility of Municipality. The cost of fuel consumed for heating a Unit is included in the price for Reserved Capacity and will be the responsibility of Municipality.

3.4 Payment. MRES will pay for Reserved Capacity and energy purchased pursuant to Section 3.1(a) as set forth below. All payments will be made by Automated Clearing House.

a. For Reserved Capacity, MRES will pay Municipality by the twentieth (20th) day of the month for all Reserved Capacity purchased in the preceding month.

b. For energy, Municipality will send MRES an invoice by the tenth (10th) day of each calendar month succeeding the month in which Municipality supplied energy to MRES, which invoice will identify the amount of energy sold and sufficient detail to support the Energy Costs, including the average cost of fuel as described in Section 3.3 and a reliable accounting (including meter readings) of all fuel consumed. Such invoice will be clearly marked for "Reserved Capacity/Energy" and be addressed to:

Accounts Payable
Missouri River Energy Services
P.O. Box 88920
Sioux Falls, SD 57109-8920

MRES will determine the amount owed for the energy, using the invoice for Energy Costs and supporting fuel records, and pay that amount to Municipality by the later of the twentieth (20th) day of the month or ten (10) business days after receipt of the invoice.

ARTICLE 4 FEE ADJUSTMENT AND REIMBURSEMENT

4.1 EFOR Adjustment. The fees paid by MRES for the Reserved Capacity of a Unit pursuant to Section 3.2 assume and require that the Unit has an EFOR of five percent or less. In the event the EFOR of a Unit in any given Planning Year is more than five percent, the monthly

fees payable by MRES to Municipality for the Reserved Capacity of such Unit in the ensuing Planning Year will be decreased by the percent amount that the EFOR of such Unit exceeds five percent, rounded to the nearest one-tenth of a percent. For example, if the EFOR of a Unit in the 2022 Planning Year is 8.83%, the Reserved Capacity payments for such Unit in the 2023 Planning Year will be reduced by 3.8%.

4.2 Unexcused Failure to Operate. In the event a Unit is unable to operate for any period of time due to an Unexcused Failure, MRES will be entitled to reduce monthly payments for Reserved Capacity with respect to such Unit in an amount equal to the number of days during which the Unit was unable to operate as required by this Agreement, which reduction will continue until Municipality demonstrates to the satisfaction of MRES that the Unit is available as required by this Agreement; provided, however, that in the event MRES is assessed or incurs any penalties, fines, charges or costs due to a failure to meet any resource adequacy requirements or other regulatory or reliability requirements as a result of the Unexcused Failure, MRES will be entitled to recover from the Municipality the greater of (a) the reduction in monthly payments for Reserved Capacity resulting from such Unexcused Failure as described in this section above, and (b) the amount of any penalties, fines, charges and costs assessed against or incurred by MRES due to the Unexcused Failure, provided that Municipality's responsibility for such penalties, fines, charges and costs due to any single Unexcused Failure will not exceed an amount equal to twelve months of Reserved Capacity payments to Municipality under this Agreement.

ARTICLE 5 QUALIFICATION OF RESERVED CAPACITY

5.1 Qualified Reserved Capacity. A Unit will be deemed to be Planning Reserve Qualified if and to the extent it meets the requirements of this Agreement, including this Article, the Operating Procedures, and Exhibit E. The Reserved Capacity of each Unit, as measured and determined pursuant to this Article, is set forth in Exhibit A, as may be updated from time to time in accordance with this Article. MRES from time to time may modify the Reserved Capacity qualification requirements set forth in Exhibit E to reflect new criteria applicable to testing or qualification of generation.

5.2 Calculation of Reserved Capacity Amount. The amount of Reserved Capacity for each Unit will not exceed the highest rating of such Unit adjusted to summer peak conditions at the Point of Delivery as determined by the most recent GVTC Test performed during the previous sixteen (16) months. The sum of Reserved Capacity amounts for all Units will be adjusted down to the nearest 100 kW and will not exceed any transmission interconnection service limitations applicable to the Units.

5.3 GVTC Tests. Municipality, upon the request of MRES, will conduct periodic GVTC Tests consistent with the requirements and procedures set forth in Exhibit E. Such requests will be made at least two weeks in advance and, to the extent possible, for a time convenient to Municipality. GVTC Tests will be required once per year and also immediately after a modification or repair of a Unit. If a change of at least 100 kW in Planning Reserve Qualified capacity for any Unit results from a GVTC Test, MRES will revise Exhibit A to change the Reserved Capacity for that Unit in accordance with the updated Planning Reserve

Qualified capacity amount, effective the first day of the month following the month during which the test was conducted. MRES will pay Energy Costs plus the Energy Adder 1 and the Energy Adder 2, if applicable, for energy produced during scheduled GVTC Tests.

5.4 Test Procedure and Results. Municipality will furnish all personnel and equipment necessary for all GVTC Tests, measure and record the results of all GVTC Tests, and report all test results to MRES. MRES reserves the right to be present at any GVTC Test.

5.5 Additional DCA Capacity Requirements. Any Unit designated as DCA Capacity must meet the following requirements, in addition to the other requirements of this Agreement:

- a. The Unit must be capable of unattended operation and remote start from locations determined by MRES.
- b. MRES must have the ability to directly control the Reserved Capacity by operating the Unit by remote control if desired, which may include unattended operation.
- c. The Unit must be capable of being at full Reserved Capacity within ten minutes of MRES dispatch, which includes the time for notification and ramp-up.
- d. The Unit must be capable of starting without being connected to the transmission system, commonly referred to as "Black Start Capability."

ARTICLE 6 OBLIGATIONS OF MUNICIPALITY

6.1 Licenses. Municipality will obtain and maintain in full compliance all licenses, permits and approvals, including air quality permits, required by federal, state and local laws and regulations to enable the Units to be Planning Reserve Qualified capacity and to permit the dispatch and operation of the Units in accordance with this Agreement.

6.2 Compliance. Municipality will maintain and operate the Units in compliance with all applicable federal, state and local laws and regulations, including environmental laws and regulations, and the terms and conditions of all contracts, permits, licenses and approvals relating to the Units.

6.3 Additional Facilities and Services. Municipality will install or cause to be installed all switches, relays, controls and any other protective equipment required to protect the Units and any on-site personnel during operation of the Units. Municipality will be responsible for any facilities in addition to the Units and any arrangements for service over the transmission systems of other utilities required for Municipality to provide the Reserved Capacity and energy under this Agreement and to perform its other obligations under this Agreement. Exhibit C identifies certain additional facilities and services identified by the Parties.

6.4 Fuel. Municipality will purchase and maintain a fuel supply sufficient for the Units to be Planning Reserve Qualified capacity and to permit the dispatch and operation of the

Units in accordance with this Agreement. Municipality will comply with all federal, state and local laws and regulations, including all environmental laws and regulations, applicable to fuel and any other hazardous substances used in connection with the Units.

6.5 Connection. Municipality will connect each Unit to MRES's wide area network ("WAN"), if requested by MRES. MRES will be responsible for the cost of connection to the WAN and for any monthly fees associated with the WAN.

6.6 Repairs and Improvements. Municipality will make all repairs, replacements, modifications and improvements to the Units or associated facilities, whether required by applicable laws or regulations or by other causes, necessary to enable the Units to provide the amount of Reserved Capacity specified in Exhibit A. In the event any required repairs, replacements, modifications or improvements are not made by Municipality, the Reserved Capacity set forth in Exhibit A will be adjusted if and as necessary and MRES may exercise any other rights and remedies under this Agreement.

6.7 Maintenance and Operation. Municipality will maintain and operate the Units in accordance with the terms of this Agreement, Prudent Utility Practice, and the Operating Procedures. The Operating Procedures will be reviewed from time to time by the Parties and may be modified by agreement of the Parties. Any agreed modifications to the Operating Procedures will be memorialized in an updated Exhibit D executed by the Parties. If the Parties are unable to reach an agreement on proposed modifications to the Operating Procedures, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party; provided such termination will not take effect prior to the end of the then-current Planning Year.

6.8 Dispatch. Municipality may operate the Units only for MRES's use and only when dispatched under this Agreement, except as specifically provided in this section below. MRES, the Local Balancing Authority, and the Transmission Provider will have the sole authority for dispatching the Units as provided in this section. When MRES schedules a Unit for operation, such schedule will require a minimum operating time as specified in the Operating Procedures. MRES may designate one or more agents to represent MRES for purposes of this Agreement for scheduling and dispatching activities. Dispatching may be provided verbally by telephone or electronically via email, facsimile or the WAN. Municipality will generate electricity from a Unit pursuant to dispatch instructions provided by MRES, including schedules for testing or exercising a Unit.

a. Municipality may operate a Unit for its own use only when a distribution system failure prevents the delivery of firm electric power and associated energy from MRES to Municipality. In such an event, Municipality may operate a Unit solely for Municipality's use at its own expense, and Municipality will submit to MRES a report of the amount of generation (capacity and energy) and the amount of fuel used during such generation period. The report will be clearly marked as not being for payment by MRES.

b. Municipality may operate a Unit to mitigate transmission limitations, including isolation from the transmission system serving Municipality's load or other local area load similarly situated to Municipality, when directed to do so by the Local

Balancing Authority or Transmission Provider. In such an event, Municipality will immediately notify MRES of such operation. If the transmission limitation being mitigated involves Network Transmission, MRES will pay Municipality for energy produced during such operation. If the transmission limitation being mitigated does not involve Network Transmission, Municipality will take reasonable steps to minimize the amount and costs of operation, including implementing undervoltage load shedding, using demand response resources, making public appeals for reduction of load, utilizing distribution side switching in coordination with the transmission owner, and seeking reimbursement of operating costs from governmental sources, the Local Balancing Authority, and the Transmission Provider; and MRES will pay Municipality for energy produced during such operation (less any payment or reimbursement received by Municipality from the Local Balancing Authority and/or Transmission Provider) except to the extent Municipality fails to implement the above-described operation and cost minimization efforts.

6.9 Telephone Contact. Municipality will maintain one telephone contact which is continuously staffed or monitored for receiving and responding to MRES dispatch instructions for operation of the Units.

6.10 Planned Outages. MRES and Municipality will jointly identify and schedule all planned outages for each Unit. The planned outages will be scheduled to conform with the needs and economics of MRES's generating plans and, unless otherwise agreed by MRES, will be scheduled at least one hundred fifty (150) days in advance or longer if and as required by the applicable RTO. Municipality may not plan an outage of all or any part of a Unit except as provided in this section. MRES will continue to make monthly capacity payments to Municipality during planned outages jointly identified and scheduled by the Parties in accordance with this section.

6.11 Emergency. In the event of an operating emergency with respect to a Unit or the distribution or transmission system of Municipality, Municipality will take such action as it, in its discretion, may deem prudent to terminate the emergency so as to preserve the safety, integrity and operability of the Unit or associated facilities, protect the health and safety of the public and its personnel, and minimize any adverse environmental effects of the emergency.

6.12 Information. Municipality will provide information and data concerning each Unit as reasonably requested by MRES, including information relating to generator availability required for capacity accreditation with an RTO, to determine EFOR, or otherwise. Municipality acknowledges and agrees that this information is necessary for MRES to receive the benefits of the Reserved Capacity under this Agreement, and that MRES may withhold from Municipality any payments hereunder until such information is provided to MRES.

6.13 Notices. Municipality will notify MRES as soon as possible (not to exceed one business day after discovery) when anything is discovered which might affect the availability or capacity of a Unit, and will keep MRES informed regarding the status of the Unit and of all actions and steps taken by Municipality to restore full availability of the Unit.

6.14 Access. Municipality will permit MRES representatives to enter Unit sites at reasonable times and upon reasonable notice to Municipality.

6.15 No Other Sales. Municipality may not enter into any sales, including non-firm sales, from any Unit to other utilities or any other third party.

ARTICLE 7 OBLIGATIONS OF MRES

7.1 Dispatching Services. MRES will provide or obtain generation dispatching services for the Reserved Capacity.

7.2 Transmission Service. MRES will obtain any transmission service beyond Municipality's system required for MRES to make use of any capacity and associated energy dispatched from the Units pursuant to this Agreement.

7.3 Ancillary Services. MRES will provide any ancillary services due solely to MRES scheduling and dispatching of the Units.

7.4 Registration. MRES, at its option, may register the Units with an RTO as necessary to obtain its full value as a resource adequacy resource.

7.5 Reports. MRES will report to Municipality any failure of a Unit to start remotely so Municipality can follow-up and prepare the Unit for future starts.

ARTICLE 8 METERING

8.1 Meters. Municipality, at its cost, will furnish, install and maintain, or cause to be furnished, installed and maintained, all metering equipment required to measure and record all energy generated and delivered from each Unit to MRES at the Point of Delivery. The metering equipment will provide, in a format acceptable to MRES, a continuous record of the thirty (30) minute integrated total energy produced by the Unit and transmitted to MRES at the Point of Delivery during each month in which energy was generated and sold to MRES under this Agreement.

8.2 Testing. Municipality will test and calibrate the meters by comparison with accurate standards in accordance with Prudent Utility Practice at intervals of not greater than three (3) years after initial testing and calibration. Municipality also will conduct special meter tests upon the request of MRES. The costs of all tests will be borne by Municipality; provided, however, if any special meter test requested by MRES discloses that the meters are recording accurately, MRES will reimburse Municipality for the cost of such test. Meters registering not more than two percent above or below normal will be deemed to be accurate. The readings for any meter determined by test to be inaccurate will be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the test was made in accordance with the percentage of inaccuracy found by such test. If any meter fails to register,

the energy delivered from the impacted Unit during such period of failure will be estimated by the Parties from the best information available. Municipality will notify MRES in advance of the time of any meter test so that a representative of MRES may be present at such test.

ARTICLE 9 LIABILITY AND INDEMNITY

9.1 No Third Party Beneficiary. Nothing in this Agreement will be considered or construed to create any duty, standard of care, or liability or obligation (contractual or otherwise) to any third party.

9.2 Waiver of Consequential Damages. In no event will MRES or Municipality be liable to the other Party or any third party for special, indirect, incidental, punitive or consequential damages under, arising out of, or in connection with the performance or non-performance of this Agreement, whether based on contract, tort, strict liability, warranty, indemnity or otherwise, except as expressly provided in this Agreement.

9.3 Indemnity by Municipality. Municipality agrees to indemnify, defend and hold harmless MRES and its officers, directors, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or related to any breach or default in the performance by Municipality of any of its obligations under this Agreement.

9.4 Indemnity by MRES. MRES agrees to indemnify, defend and hold harmless Municipality and its officers, directors, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or related to any breach or default in the performance by MRES of any of its obligations under this Agreement.

ARTICLE 10 GENERAL TERMS

10.1 Records. The Parties, in accordance with generally accepted accounting principles and practices, will keep and maintain such records as may be necessary or useful in carrying out this Agreement, and make such records available to the other Party for inspection.

10.2 Uncontrollable Forces. Neither MRES nor Municipality will be considered to be in default of any obligation under this Agreement if prevented from fulfilling such obligation by reason of an Uncontrollable Force. If either Party cannot fulfill an obligation under this Agreement because of an Uncontrollable Force, that Party will notify the other Party within one business day of the occurrence. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force must exercise due diligence to remove such inability as soon as practicable.

10.3 Notices. Any notice required by this Agreement will be given in writing unless otherwise expressly provided in this Agreement. All notices will be deemed properly given if delivered personally or sent by U.S. mail, first-class postage prepaid to a Party as noted below:

MRES:
Missouri River Energy Services
Attn: Legal Department
3724 West Avera Drive
P.O. Box 88920
Sioux Falls, SD 57109-8920

Municipality:
City Manager
Attention: Rob Wolfington
1410 Kansas Avenue
Benson, MN 56215

Either Party may change its designation of the person or position who is to receive notices on its behalf by giving the other Party written notice of such change.

10.4 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, MRES may assign this Agreement to Western Minnesota Municipal Power Agency and may collaterally pledge and assign this Agreement as security for debt obligations of MRES or Western Minnesota Municipal Power Agency.

10.5 Binding Effect. All of the terms, covenants and conditions of this Agreement will be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors, heirs, executors and permitted assigns.

10.6 Survival. Notwithstanding any other term or condition of this Agreement, the terms of Section 4.2 and Article 9 will survive termination or expiration of this Agreement.

10.7 Severability. If any provision of this Agreement is determined to any extent to be invalid, the remainder of this Agreement will not be affected and every other provision of this Agreement will be valid and in force to the fullest extent allowed by law.

10.8 No Waiver. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy under this Agreement will preclude any other or further exercise thereof or the exercise of any other right or remedy. No remedy conferred upon the Parties under this Agreement is intended to be exclusive and every such remedy will be cumulative and in addition to every other remedy available under this Agreement or at law or in equity.

10.9 Governing Law. With the exception of other state or federal statutes and regulations governing the operation of the Units, this Agreement will be governed by the laws of the state in which the Units are located.

10.10 Entire Agreement. This Agreement, including all exhibits attached hereto which are incorporated herein by this reference, contain and constitute the entire agreement between the

Parties regarding the subject matter hereof and supersede all prior agreements between the Parties relating to the subject matter hereof, including the Reserved Capacity Agreement between the Parties dated October 1, 2013. This Agreement may not be amended, modified or terminated, except by a written instrument signed by both Parties.

10.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. A facsimile or PDF copy of this Agreement and any signature thereon will be considered for all purposes as an original.

[Signature Page Follows]

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

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

By: _____
Name: Terry Wolf
Title: Vice President of Power Supply & Operations



CITY OF BENSON, MINNESOTA

By: _____
Name: _____
Title: _____

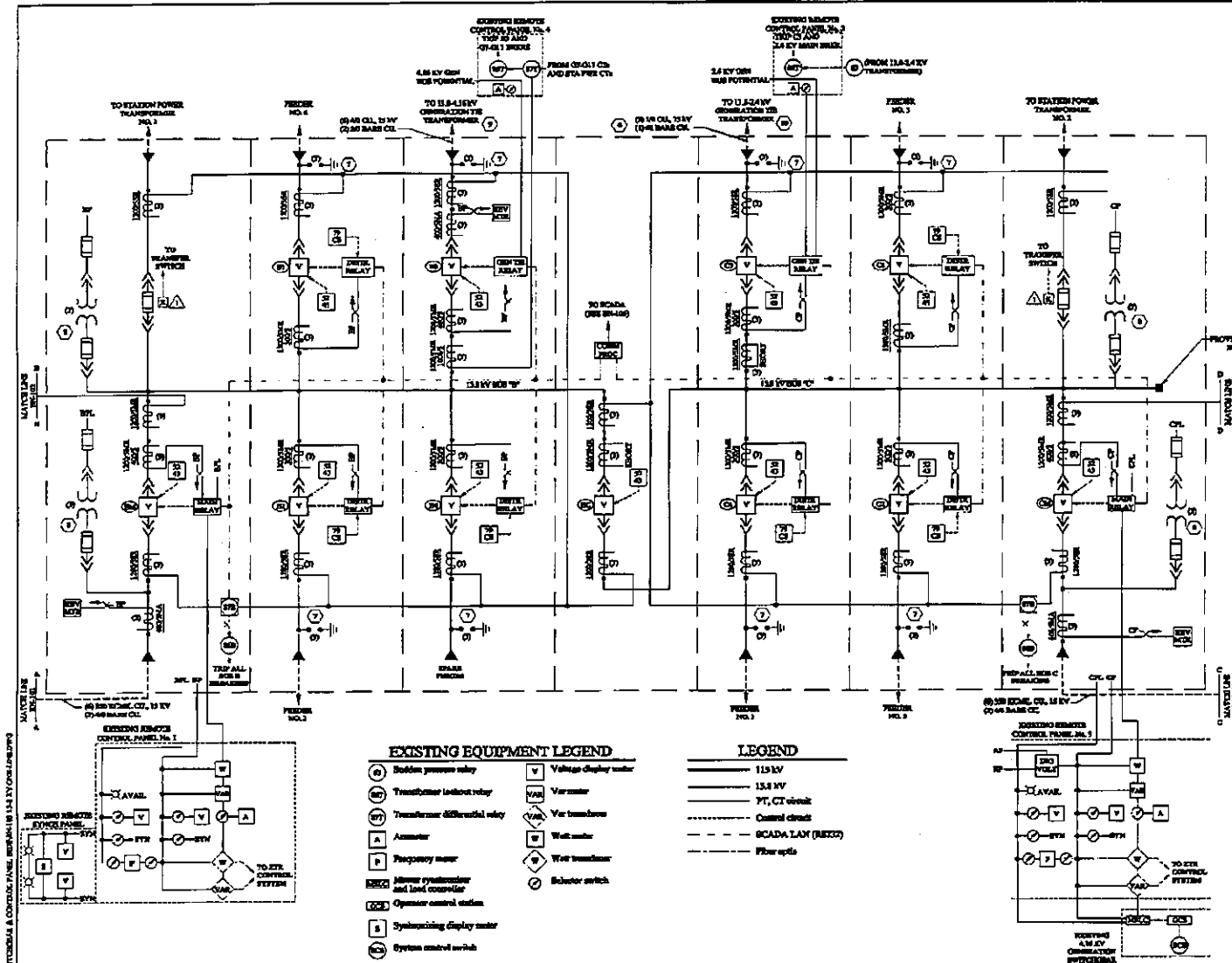
List of Exhibits (Attached)

- Exhibit A – Reserved Capacity Table
- Exhibit B – Point of Delivery Description
- Exhibit C – Transmission and Additional Facilities Arrangements
- Exhibit D – Operating Procedures
- Exhibit E – Reserved Capacity Qualification Requirements

Exhibit B: POINT OF DELIVERY DESCRIPTION

This Point of Delivery Description is hereby made a part of the Reserved Capacity Agreement between Missouri River Energy Services (MRES) and Benson, Minnesota (the Municipality).

1. The attached diagram of the Municipality's electrical system shows the configuration of its equipment. The Point of Delivery shall be where the Plant bus interconnects with the distribution system of the Municipality.
2. The Municipality shall provide and install electronic interval metering of revenue accuracy capable of recording demand and energy at 15 or 30-minute intervals. This metering shall also be compatible with the MRES meter data translation scheme. The metering scheme shall be installed so that the total load of the Municipality and the total generation by the Municipality can be determined from these recordings and the recordings of the Municipality's metering. The metering scheme shall also ensure that any time a Unit is generating, it will not reduce the Municipality's overall billing demand or billing energy consumption.
3. If the generation is not metered at or towards the load side of the generator step-up transformer, if the facility has one, the meter readings shall be adjusted downwards by one percent.



- ### MAJOR EQUIPMENT
- ① 15 KV switchgear, installed with:
 - (C) 1200 A main vacuum breaker
 - (C) 1200 A bus-bar vacuum breaker
 - (C) 1200 A separation air vacuum breaker
 - (C) 1200 A bus-bar vacuum breaker
 - ② Lighting meter, intermediate class, 12 KV MOV, 10.2 KV MCOV
 - ③ Potential transformer, 8400:120 V
 - ④ Tio transformer 13.8-4.16 KV, OA, 12.5 MVA 65°C, 2-d.67%, padmount type
 - ⑤ Tio transformer 13.8-2.4 KV, OA/VA, 2.5/0.125 MVA 65°C, 2-d.67%, padmount type

- ### CONTROL LEGEND
- Relay control and supervisory element switch
 - Locking cutoff switch
 - Current cut switch, 6 poles, 6 element shunting
 - Isolation cut switch, 10 trip/lock circuit breaker
 - Maining cut switch 6 current shunting, 4 potential
 - Fuse
 - Draining CT (N = polarity mark)
 - 1200/250V-ratio CT
 - 400V-ratio CT
 - 1200/500V-ratio CT
 - 400/250V-ratio CT
 - Commutator relay (REL-301A)
 - Distribution breaker relay (REL-301A)
 - Main breaker relay (REL-301-7)
 - Bus differential relay (REL-301-2)
 - Bus lockout relay
 - Generation Gs relay (REL-301A)
 - Revenue meter (by Other)
 - Kick-key interlock

- ### NOTES
- ① Fuse element shall be interlocked with the manual transfer switch (by Other).
 - ② Material shall be furnished by the Supplier for the manual transfer switch, which will be installed by Other.
 - ③ This potential element shall be run throughout the switchgear. Hook top to a cabinet of a vertical section shall be fixed, and run through the maining cut switch, then to the respective relay and/or meter (s).

- ### EXISTING EQUIPMENT LEGEND
- Bottom pressure relay
 - Transformer lockout relay
 - Transformer differential relay
 - Ammeter
 - Frequency meter
 - Motor
 - Operator control station
 - Synchronizing display meter
 - System control switch
 - Voltage display meter
 - Varometer
 - VAr transducer
 - Wattmeter
 - Watt transducer
 - Switcher switch

- ### LEGEND
- 11.5 KV
 - 13.8 KV
 - PT, CT circuit
 - Control circuit
 - SCADA LAM (RELOC)
 - Flow optic

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BY: Clad A. Eickmann, P.E.

LICENSE NO. 41634 DATED _____

REV	DATE	DESCRIPTION
1	8/17	APPROVED FOR CONSTRUCTION BY ENGINEER/CLAD PANELS 8/17/2018

ICR
 14755 Grand Island & Ave. Co.
 Consulting Engineers
 3000 Dupont, Inc.

Drawn By: 6-07
 Project Manager: CAR
 Project Number: 41889

CITY OF BENSON
 BENSON, MINNESOTA

DETAILED 13.8 kV ONE-LINE DIAGRAM
BENSON SUBSTATION

DATE: 8/17/2018 DRAWN BY: 6-07

Exhibit C: TRANSMISSION AND ADDITIONAL FACILITIES ARRANGEMENTS

These Transmission and Additional Facilities Arrangements are hereby made a part of the Reserved Capacity Agreement between Missouri River Energy Services (MRES) and Benson, Minnesota (the Municipality).

1. The Municipality is interconnected with the 115 kV transmission facilities of Great River Energy that are integrated into the high voltage transmission network of the Midcontinent Independent Transmission System Operator, Inc. (MISO).

EXHIBIT D
TO RESERVED CAPACITY AGREEMENT

OPERATING PROCEDURES

These Operating Procedures are made a part of the Reserved Capacity Agreement between Missouri River Energy Services (“MRES”) and Benson, Minnesota, (“Municipality”).

1. Municipality will maintain each Unit in readily operable condition so it can be placed into service, synchronized in parallel with the regional interconnected transmission system, and loaded to full Reserved Capacity within an acceptable call-out and start-up period for MRES peaking or emergency capacity. An acceptable call-out and start-up period for Reserved Capacity will be within two hours following notice by MRES, except that nothing in this paragraph relieves DCA Capacity from meeting the requirements of Section 5.5 of the Agreement. MRES, from time to time, may engage in tests and exercises to ensure that each Unit is able to meet these requirements, and Municipality will cooperate accordingly.
2. A Unit may be dispatched only as provided in Section 6.8 of the Agreement. For any GVTC Tests, generation schedules will be provided by MRES not later than noon of the prior business day. The schedules may be revised from time to time on reasonable notice and by mutual agreement of the Parties.
3. For CPA Capacity, and DCA Capacity that does not have remote control capability installed, Municipality will have personnel available to operate the Units when called upon by MRES.
4. Municipality will notify the MRES Scheduling Desk of any Unit outages, limitations, or other changes in a Unit’s status, including the failure of DCA Capacity to start remotely.
5. Municipality will strive, during each dispatch or test period, to have each Unit generating at the full amount scheduled (normally from on-the-hour to on-the-hour time intervals) for each respective hour. Startup, shutdown, and changes from one hour to the next will follow a ramp-up or ramp-down process across the hour (not to exceed a ten-minute period starting five minutes before the next hour).
6. If any problem occurs during operation of a Unit, Municipality will immediately contact MRES or Local Balancing Authority as applicable. See the table below for contact information.

	MUNICIPALITY	MRES	LBA: OTP
Contact Person	Plant Operator	Scheduling Desk	Local Balancing Authority
Telephone	320-843-4775	605-330-6966	218-739-8263
Fax	320-842-7151	605-332-5865	218-739-84625

7. The minimum operating time that each Unit is to be scheduled is one hour.

8. MRES will consider the physical constraints and operating characteristics of the Units, such as startup and shutdown limitations as well as minimum and maximum continuous and peak generation levels of each Unit, when dispatching the Units.
9. MRES will endeavor to schedule the Units so as not to exceed any known operating limit or air quality permits. However, Municipality is responsible for ensuring the Units are not operated in excess of any operating limits or permits.
10. Municipality will, at the end of each month in which a Unit is operated, submit to MRES a monthly unit report and any other reports as may be reasonably requested by MRES.
11. Municipality and MRES will mutually agree upon, and put into effect, from time to time, such other operating procedures as may be required in order to establish the methods of operation to be followed in the performance of the Agreement and these Operating Procedures.

These Operating Procedures are approved and effective as of June 1, 2021. These Operating Procedures will remain in effect concurrently with the Agreement and will terminate therewith.

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

By: _____
Name: Terry Wolf
Title: Vice President of Power Supply & Operations

Benson, Minnesota

By: _____
Name: _____
Title: _____



EXHIBIT E
TO RESERVED CAPACITY AGREEMENT

RESERVED CAPACITY QUALIFICATION REQUIREMENTS

These Reserved Capacity Qualification Requirements are made a part of the Reserved Capacity Agreement between Missouri River Energy Services ("MRES") and Benson, Minnesota ("Municipality").

For each Unit to remain Planning Reserve Qualified, the Municipality must meet the requirements specified in this Exhibit in addition to those specified in the Agreement.

1. Municipality will perform an annual GVTC Test as follows:
 - a) Each Unit will be tested. MRES may schedule all Units to operate simultaneously.
 - b) The test will be performed at least once each year, between September 1 and August 31.
 - c) The test will operate the Unit at full load for at least one full hour for diesel units, and at least two hours for steam and combined cycle units.

2. Municipality will provide outage reporting as follows:
 - a) Municipality will report any scheduled or planned outages to MRES in advance.
 - b) Municipality will report any generation production or availability data required by NERC, an RTO, or other regional entities to such entities.

3. Municipality will provide staffing and callout responsiveness and capabilities as follows:
 - a) For remote operation (not applicable to CPA Capacity), the Unit will respond within ten minutes' notice. For other scheduled operation, the Unit will respond within two hours.
 - b) Responding includes producing at the full scheduled amount within the specified time.
 - c) The Unit is expected to operate when scheduled, unless excused via a previously agreed scheduled outage.
 - d) Municipality will respond to MRES staff, MRES's agent, or the Balancing Area as specified in the Operating Procedures.
 - e) The Unit will be prepared to operate for a minimum of four consecutive hours per day for at least five days each year.
 - f) The Unit will be permitted, and capable of operating, for at least 450 hours per year.

4. Municipality will maintain fuel storage and availability as follows:
 - a) Municipality will maintain sufficient fuel storage and handling facilities in good repair and in operational condition. Damage to or failure of Municipality's fuel storage or handling facilities will be repaired or corrected by Municipality on a timely basis at Municipality's expense.
 - b) For Units operated on liquid fuel, fuel storage will be provided on site to ensure capability to operate at the full Reserved Capacity for a minimum of four hours. In addition, sufficient storage and replenishment capability will be arranged to ensure

capability to operate at the full Reserved Capacity for five sequential days for four hours each day.

- c) Firm delivery is not required for natural gas supply at this time, but may be a requirement in the future or once a Unit experiences a natural gas supply interruption while scheduled to operate.

MRES may update these requirements as necessary to remain consistent with RTO and regional planning reserve qualification requirements.

This Exhibit is approved and effective as of June 1, 2021.

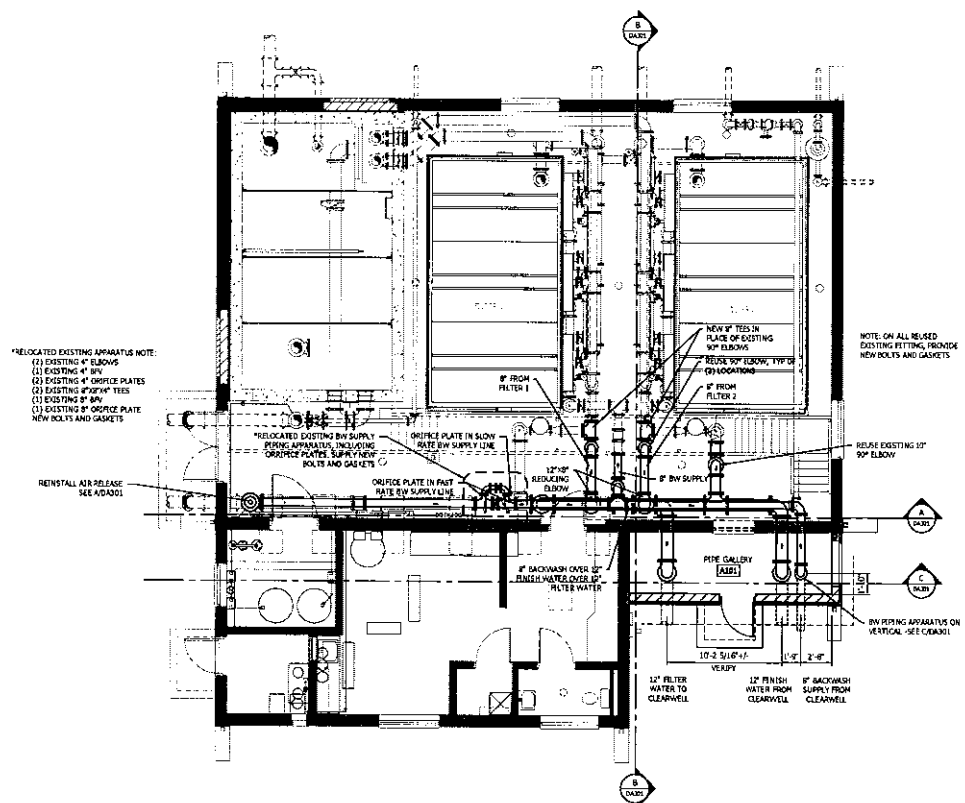
MISSOURI BASIN MUNICIPAL POWER AGENCY
d/b/a MISSOURI RIVER ENERGY SERVICES

By: _____

Name: Terry Wolf

Title: Vice President of Power Supply & Operations

ALL DIMENSIONS UNLESS OTHERWISE NOTED TO BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN PIPE CODE AND THE MICHIGAN PLUMBING CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.



A PROCESS IMPROVEMENTS PLAN
 0 2 4



PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

CITY OF BENSON, MN
 WATER TREATMENT PLANT CLEARWELL & BACKWASH IMPROVEMENTS
 WATER TREATMENT PLANT IMPROVEMENTS
 PROCESS PLAN

DATE	DA101
NO.	1
REV.	
BY	
CHECKED	
DATE	
PROJECT	
NO.	1540000

**CITY OF BENSON
CAPITAL AUTHORIZATION REQUEST**

1 Fund: WW maint. Department: WW
 Prepared by: Dan Gens Date: 6/3/21

Describe Proposed Capital Expenditure:
New influent WW pump
 Does Proposed Expenditure Replace Existing Equipment? X If Yes, Describe Use of Replaced Equipment: disposal

2 If Included in Capital Improvements Program: What Year: What Heading: Budgeted Amount: \$	3 Total Cost: \$ <u>12,903</u> -Trade-in (if applicable): -\$ _____ +Net Book Value (depreciated value): +\$ _____ -Net Capitalized Cost: -\$ _____
--	--

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

This pump is one of the influent pumps to move ww through the plant. Old pump is done, we had checked over and is unrepairable.

5 Approval Section:
 Action taken:

Signature Date

Department Supervisor Dan Gens 6/3/21
 Division Director
 City Manager

City Council Approval (If Applicable) Council Meeting

Waste Water

From: Bryan Goehring <BGoehring@wwgoetsch.com>
Sent: Wednesday, June 02, 2021 3:49 PM
To: Waste Water
Cc: Dan Shimota
Subject: WWTP Effluent Lift Station pump

Eric,
We offer the following proposal for a replacement pump for the WWTP Effluent lift station.

1. Hydromatic model S6LXP, 6" discharge, 15hp, 208/3, 1150 rpm, 50' power cord, with an 11.88" diameter impeller sized to closely match the hydraulic performance of the failed KSB pump. Total pump price \$12,903 + installation.
Lead time will be approximately 6 – 8 weeks from the factory.
Please let me know if you have any questions or need any other information.
Thank you for allowing us to offer our equipment for your consideration.

Bryan Goehring
W.W. Goetsch Associates
Office (952) 374-6472
Mobile (612) 845-9243

Minnesota Pump Works
 1 Cannon Street W
 Dundas, MN 55019



Quote

Prepared By Bailey Mueller
 Phone 877-645-8004
 Email info@minnesotapumpworks.com

Created Date 6/3/2021
 Quote Number 00010752
 Terms NET 30
 Sales Rep Chad Kubasch
 Expiration Date 7/3/2021

Bill To Benson MN, City of
 1410 Kansas Ave
 Benson, MN 56215

Ship To Benson MN, City of
 1410 Kansas Ave
 Benson, MN 56215

Quote for Sulzer ABS Submersible Pump to Replace Existing KSB KRTK 150-315 295 Impeller

Expected to Provide Near 880GPM @ 50' TDH

Based Upon Reusing Existing Guide Bracket

Note: Pricing Does NOT Include Freight or Installation

Product Code	Product	Comment	Quantity	Rate	Total
GXDC368C1111337	ABS XFP150G CB1.8 PE130/4 17/208/3 XP 49' 6" D/C	51.3 FLA on 208V Service	1.00	\$14,036.00	\$14,036.00
16907006	ABS SEAL LEAK/OVER TEMP RELAY, CA462, DIN RAIL MOUNTED,110/230V-AC		1.00	\$391.00	\$391.00
Subtotal					\$14,427.00
Total					\$14,427.00

MEMO

Date: June 2, 2021
TO: City Council
FROM: Wade Ascheman, Street Department
RE: Mosquito Spraying Chemical & Crack Filler Quotes

The Benson Street Department received the following verbal quotes for Mosquito spraying chemical and street crack filler for the 2021 season:

Mosquito Spray

Univar - Kontrol 4-4 \$40.00 a gallon for 200 gallons = \$8,000.00

Clarke – BioMist 4-4 \$65.31 a gallon for 200 gallons = \$13,062.00

Crack Filler

Brock White – Crafc0 535 \$.57 a pound for 10,000 pounds = \$5,700

Rubin Construction LLC
P.O. Box 189
Tyler, MN 56178 US
info@rubinconstructionllc.com



Rubin
Construction
LLC

Plant Maintenance and Construction Services

INVOICE 0008

DATE 06/02/2021 TERMS Net 30

DUE DATE 07/02/2021

JOB ID
RC-2021-009

DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/01/2021	Quote on repairs of equipment	1	26,247.00	26,247.00
06/01/2021	Actual Cost: Bend Rite		1,900.00	1,900.00
06/01/2021	Bearing & Fabrication of bearing housing		3,500.00	3,500.00
06/02/2021	Tax- deduct if Tax exempt form is sent with payment			2,176.00

TOTAL DUE

~~\$33,823.00~~

\$31,647.00

We appreciate your business.

Benson Public Schools

District #777

1400 Montana Avenue

Benson MN 56215

Phone: (320)843-2710

Fax: (320)843-2262

Materials on this order are exempt from state sales tax #8016434

INVOICE

Number	Date	Page
2685	05/05/2021	Pg 1 of 1

Ext Invoice No Ref:

Bill To: City of Benson
1410 Kansas Avenue
Benson MN 56215

Ship To: City of Benson
1410 Kansas Avenue
Benson MN 56215

Email:

Customer	Cus Phone	Cus Fax	Customer PO No.	Sales Order No	Terms	Due Date
1-1104					Due on Receipt	05/05/2021
City of Benson						

No.	SKU Code/Description/Comments	Taxable	U/M	Units	Rate	Extended
1	Operational Partnership in Discovery Kids, 20-21 School Year	No	EA	1.00	10,000.00	10,000.00

Subtotal	\$10,000.00
Sales Tax	\$0.00
Invoice Total	\$10,000.00
Payment Received	\$0.00
Discounts Given	\$0.00
Balance Due	\$10,000.00