

**City Council Meeting
Benson City Hall
August 1, 2022**

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. To watch Live:

Please use the Free Conference Call App on your device. Online meeting id: cityofbenson

Call-in Information

Dial In: 1-425-436-6384

Access Code: 457987#

- | | | | |
|--------------------|-----|--|-------------------------|
| | 1. | 5:30 p.m. Call the Meeting to Order (Mayor) | |
| | 2. | Pledge of Allegiance | |
| | 3. | Approval of Agenda: (Mayor) | |
| | | Additions? <input type="checkbox"/> 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: | |
| 3-7 | a. | Minutes: | |
| | | ▪ 7.18.22 City Council Meeting | |
| | | ▪ 5.9.22 Park Board Meeting | |
| 8
9-14
15-16 | b. | Correspondence: | |
| | | ▪ Charter Communications Channel Change | |
| | | ▪ PERA Volunteer Firefighter Contribution | |
| | | ▪ Prairie Five Rides 2023 Budget Request | |
| | c. | Contracted Payments: | |
| | d. | Electronic Transfers: | |
| | | ▪ Payroll: July 28, 2022 \$107,564.31 | |
| | 5. | Persons with Unscheduled Business to Come Before the Council: (Mayor) | |
| 17-19 | 6. | Consider Emergency Ordinance regulating edible cannabinoid (Ian, Ben) | Action Requested |
| 20-23 | 7. | Kid Day Financial Report | Information Only |
| 24-25 | 8. | Pool Slide Fundraising Committee (Shelly Mikkelson) | Action Requested |
| | 9. | Park Board Recommendation for Disc Golf Course at Ambush Park | Action Requested |
| 26-51 | 10. | Smart Grid Technology Services Agreement (Glen) | Action Requested |
| 52-56 | 11. | Consider Updates to Social Media Policy (Glen, Hillary) | Action Requested |

12. Set Special Meetings **Action Requested**
- August 4th 2022 @ 5:30 Northside Elementary
 - August 22nd 2022 Candidate Finalist Selection
13. 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
JULY 18, 2022**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Jon Buyck, Mark Schreck & Lucas Olson. Members Absent: None. Also present: City Manager Glen Pederson, Police Chief Ian Hodge, Public Works Director Dan Gens, CEDA Representatives Hillary Tweed and Joshua Schuetz, Jon Dokken and Reed Anfinson. Telephonically CEDA Representative Sarah Weese.

The Council recited the Pledge of Allegiance.

The Mayor asked for any changes to the agenda. The following was added: Two Resolutions transferring Xcel funds, Water conservation and City Council filing. It was moved by Evenson, seconded by Schreck and carried unanimously to approve the amended agenda.

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

- July 5, 2022 City Council Minutes
- May 17, 2022 Cemetery Board Minutes
- Pioneerland Library System 2023 Operating Budget Request
- Charter Communications Chanel Changes
- WAPA Proposal for Increase to Pick-Sloan Drought Adder
- POST Board Review of Benson Police Department
- Duininck Inc. - Utility work on Wisconsin Ave. - \$172,100.85 - Final Pay Request
- Magney Construction – Clearwell - \$320,254.36 – Pay Request #1 - Balance to Finish - \$2,129,050.64
- Electronic Transfers:
 - Payroll: July 14, 2022 - \$120,105.24
 - Journal Entries: June 2022 - \$3,233,762.82

There was no one with unscheduled business.

First Tweed approached the Council to give an update on the Armory. Pederson passed out an updated budget. She said there are some options we need to look at. She said the cost of doing the project has gone up. A couple of ways to save on costs are to look for another grant for the kitchen or the kitchen can be bid out as an option and see how the bids come in. There will be more information at a future Council Meeting.

Gens approached with a City water system update. He said it has been difficult keeping the level in the water tower at an optimal level with how dry it has been. He said they have been managing pumps and feels this may be a struggle until September of this year. There are a lot of people watering yards. He said he has a list of tips how to conserve water. Pederson said water conservation tips are on the City website, on the radio and going in the Swift County Monitor Newspaper. He said he will be on the radio and will talk about it then as well. We will look at our large water users. The Council discussed notifications and if there will be a need to declare an emergency.

Pederson said there was a bid opening at 1:00 p.m. today for the new top mount pumper fire truck. Pederson presented a bid tab to the Council. The low bid came in at \$558,000. The truck committee on the Fire Department will be going through all 6 bids and come back with a recommendation at a future

meeting. He said there is currently \$218,000 in the Fire Capital Outlay fund, which means there will need to be a way to come up with the rest to purchase the fire truck.

Next Pederson said he had Thein Well pull and inspect the old Fibrominn wells. Included in the packet is the estimate on what repairs need to be done. These wells most likely will not be utilized until next year. He is wondering if we should consider making some of the repairs now because of long lead times on parts. He said we don't have to act on this estimate now as it is good for 30 days. Pederson said he will bring information to the August 1, 2022 meeting on any recommendations that they might have.

Next was an amendment to the Cemetery Policy. Alsaker said it was brought to the Cemetery Board's attention some families are purchasing bench style head stone markers in other cemeteries instead of the traditional style head stone to mark a loved one's grave. By vote of the Cemetery Board, they decided not to allow bench style headstone markers in the Benson City Cemetery as they are easily damaged. After discussion it was moved by Evenson, seconded by Buyck and carried unanimously to amend the Cemetery Policy as presented.

Pederson explained when a bond comes due, there is usually residual funds left over. It is the City's practice to transfer that extra money into a similar fund the bond was assigned to. The debt service on the pool was paid off earlier this year and Pederson is asking to transfer the balance into the pool capital outlay. Councilmember Olson then offered the following resolution:

**RESOLUTION CLOSING THE G.O. SWIMMING POOL
REFUNDING BONDS OF 2012A FUND
(RESOLUTION NO. 2022-15)**

WHEREAS, in 2012 the City of Benson refunded the Swimming Pool Construction Bonds in order to take advantage of lower interest rates, and

WHEREAS, on February 1, 2022, the final payment on these bonds were paid in accordance to the debt schedule, and

WHEREAS, there remains a cash balance of \$49,651.44 and delinquent tax receivable from the levy of taxes to make the debt service payments, and

WHEREAS, the City of Benson wishes to use the remaining funds for similar uses.

NOW, THEREFORE BE IT RESOLVED that the Director of Finance calculate the balance due and to transfer all remaining balances and taxes receivable into the General Capital Outlay fund for Swimming Pool Capital Outlay.

Councilmember Buyck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Olson, Collins, Buyck, Schreck. NAYES: None. Thereupon the Mayor declared Resolution 2022-15 duly passed and adopted.

Pederson presented preliminary budget information to the Council. First, he discussed the PILOT program from XCEL. Last year we received our first payment. It was the Council's decision to distribute that payment to the City, County and School District 777. We have received the 2022 payment. The City Council decided to hang on to the 2022 PILOT payment to prop up our budget over the next 3 years. This one-third payment still does not cover the \$465,000 deficit we have experienced. This year we transferred \$150,000 from the utility fund to make up the difference and make the budget whole. Pederson went on to say recently School Superintendent Laumeier met with him asking for a second payment. Pederson explained the City Council decided they needed to hang on to the money to help with their revenue loss in taxes and that if there was a change he would let Laumeier know. He then reminded the Council they need to set the preliminary levy and budget in September for 2023.

The next budget item of discussion was the Nature Energy Tax Capacity Estimate. He compared the Fibrominn tax capacity to an estimate of what Nature Energy's might be. Their taxes will be based on what Nature Energy will put into the property, the value the Swift County Assessor will put on the property, and the tax capacity. He is guessing the tax revenue will be 1/3 to 1/2 of Fibrominn's. We will have to figure out how to make up the difference by either increasing the levy or cutting budgets. He ended with there will be hard decisions to be made in the next 2 years.

Pederson presented the preliminary 2023 property tax levy, and a summary budget. He said if there is a \$270,000 short fall, it will mean either an 18% levy increase or a 7% budget cut or a combination thereof. He said possible sources to fill the gap are the capital outlay funds or General fund. We still have the American Rescue Fund monies. He will be sending budget sheets to department heads and work on the preliminary budget numbers.

It was moved by Evenson, seconded by Schreck and carried unanimously to approve the bills and warrants in the amount of \$1,338,547.94.

Councilmember Evenson offered the following resolution:

**RESOLUTION AUTHORIZING TRANSFER OF XCEL ENERGY GRANT DOLLARS FOR
ECONOMIC DEVELOPMENT PURPOSES
(RESOLUTION 2022-16)**

WHEREAS, the City Council of the City of Benson, County of Swift, State of Minnesota, received grant dollars from Northern State Power (Xcel Energy) as part of the Benson Power LLC biomass plant closing, and;

WHEREAS, these grant dollars are limited in use for the purposes of economic development, and;

WHEREAS, the Council has determined that water treatment improvements qualify as an economic development purpose, and;

WHEREAS, the following projects are authorized use of grant dollars:

Name	Budget	Transfer Out
2020 Clear Well Project	\$2,644,805.00	\$320,254.36

NOW, THEREFORE, BE IT RESOLVED that \$320,254.36 as itemized on the attached invoices to be transferred from the NSP Grant Fund to the Water Fund.

Councilmember Olson seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Olson, Collins, Buyck, Schreck. NAYES: None. Thereupon the Mayor declared Resolution 2022-16 duly passed and adopted.

Councilmember Olson offered the following resolution:

**RESOLUTION AUTHORIZING TRANSFER OF XCEL ENERGY GRANT DOLLARS FOR
ECONOMIC DEVELOPMENT PURPOSES
(RESOLUTION 2022-17)**

WHEREAS, the City Council of the City of Benson, County of Swift, State of Minnesota, received grant dollars from Northern State Power (Xcel Energy) as part of the Benson Power LLC biomass plant closing, and;

WHEREAS, these grant dollars are limited in use for the purposes of economic development, and;

WHEREAS, the Council has determined that Sanitary Sewer Collection and treatment improvements qualify as an economic development purpose, and;

WHEREAS, the following project is authorized use of grant dollars:

Name	Budget	Transfer Out
2020 Deferred Maintenance	\$1,442,600	\$173,467.15

NOW, THEREFORE, BE IT RESOLVED that \$173,467.15 as itemized on the attached invoices to be transferred from the NSP Grant Fund to the Sewer Fund.

Councilmember Buyck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Olson, Collins, Buyck, Schreck. NAYES: None. Thereupon the Mayor declared Resolution 2022-17 duly passed and adopted.

Mayor Collins said filings for Mayor, and two Councilmembers runs from August 2 – 16, 2022. Councilmembers Buyck, Olson and Collins terms are up at the end of the year. The Mayor encouraged announcing their intentions early to allow time for potential candidates to think about running for office.

There being no further business to come before the Council a motion was made by Evenson seconded by Schreck and carried unanimously to adjourn the Council meeting at 6:10 p.m.

Mayor

City Clerk

**MINUTES - BENSON PARK BOARD - REGULAR MEETING
MAY 9, 2022**

Present: Ron Hanson, Jack Evenson, Scott Collins, Eric Payne and Doug Bangsund.
Absent: MacKenzie Dokkebakken
Also Present: Public Works Director Dan Gens, Parks Supervisor Kaleb Schwendemann City Manager Glen Pederson, CEDA Representative Sarah Weese Bill Hoberg and Lynette Tessem.

The meeting was called to order at 12:03 p.m.

It was moved by Hanson, seconded by Bangsund and carried unanimously to elect Jack Evenson as the Chairman of the Park Board. It was then moved by Hanson, seconded by Evenson and carried unanimously to elect Scott Collins as the Vice-Chairman of the Park Board.

It was moved by Bangsund, seconded by Hanson and carried unanimously to approve the April 26, 2021 Park Board Minutes.

Per the Council meeting on May 2, 2022, the Park Board was asked to address the wet conditions to the east of Northside Rec walking trail where the high school has a practice field. Gens said he and his street foreman went out there to look at what could be done. They observed along the BMX bike course along the road that comes off county road 104, the culvert needs to be cleaned out and retrenched. They also plan to scrape and blade the area to help improve drainage. There was a question whether the BMX course gets used to which Schwendemann replied he sees kids out there using it. Hoberg addressed the Park Board on his thoughts of how to drain the area. Gens then stated after we go and implement the initial plan of scraping and addressing the culvert, we will re-evaluate how it works.

Weese said she has applied for a Federal Recreation Trail Program grant for resurfacing the Ambush Park and Northside Rec trails. It is a 75/25% matching grant. The City Council agreed to their share of the grant match at \$32,125. She went on to say the date of award was vague.

Next Weese said she has been working on a CHS (Cennex Harvest States) Grant with Jane at Glacial Plains to put a sidewalk in at Ambush Park between the South Shelter and the Playground equipment for better handicapped accessibility. She felt hopeful this grant will be awarded.

Next Lynette Tessem approached the Park Board to discuss adding a disc golf course to Ambush Park. She presented a binder with a proposal. She said the Lions Club proposed this several years ago, but it wasn't implemented. She explained the game and said several surrounding towns have a disc golf course. She said her first choice for the course is Ambush Park as it would be good for campers and the community. Her second choice is Captain Eaton Park. She talked to Airborn, a disc golf expert about what we will need and the cost. He suggested 5 acres for a 9-hole course. The cost for him to design and install is \$10,000. If there is help with basket assembly, he could lower the cost to \$6,500. She went on to say some communities charge to play and others it is free, and you bring your own discs. She said she wants to apply to the Benson Area Community Foundation in hopes of receiving \$5,000. Collins volunteered to work with Tessem to start looking into setting up a disc golf course at Ambush Park and bring their findings back to the Park Board. Tessem left the binder of information she compiled.

Collins asked Weese if she could look into a grant for a permanent bathroom at Roosevelt Park. She said she would see what she could find.

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 12:44 pm.



July 13, 2022

Delivery via Email Please Reply "Received"

Mr. Glen Pederson
City of Benson
1410 Kansas Avenue
Benson, MN 56215-1718

Dear Mr. Pederson:

Spectrum Mid-America, LLC ("Spectrum"), is making its customers aware that on or around October 1, 2022, NBCU will cease programming the Olympic Channel. Accordingly, NBCU will slate the channel announcing the cessation of Olympic Channel on channels 436 and 699 HD on the Benson, MN channel lineup serving your community.

Additionally, Spectrum is making its customers aware that on or after October 3, 2022, TV 1000 Russian Kino located on Spectrum Channel 2670, that the Spectrum guide will be updated to reflect accurate programming schedules on the Benson, MN channel lineup. *Note: Scheduled DVR recordings will be impacted and will need to be reset by customers.*

To view a current Spectrum channel lineup visit www.spectrum.com/channels. If you have any questions about these changes, please feel free to contact me at (952) 367-4263 or via email at amanda.duerr@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Amanda Duerr".

Amanda Duerr
Director, Government Affairs
Charter Communications

Val Alsaker

From: Glen Pederson
Sent: Monday, July 25, 2022 9:34 AM
To: Val Alsaker
Subject: FW: PERA SVF Plan Annual Funding Certification Requirement 2022 Benson
Attachments: Benson Annual Funding 2022.pdf

Correspondence for Aug 1st.

Thanks.

Glen Pederson
City of Benson
320-843-5445

From: Sharyn North (PERA) <sharyn.north@MNPORA.ORG>
Sent: Saturday, July 23, 2022 8:55 AM
To: 'glen.pederson@co.swift.mn.us' <glen.pederson@co.swift.mn.us>; 'jeffreuss@yahoo.com' <jeffreuss@yahoo.com>
Subject: PERA SVF Plan Annual Funding Certification Requirement 2022 Benson

SWIFT COUNTY SECURITY NOTICE:

This email originated from an external sender. Use caution before clicking on any links or attachments.

You are receiving this email because you are a representative of a governing body of a municipal fire department, nonprofit firefighting corporation, or joint power entity that has elected coverage under the Statewide Volunteer Firefighter Plan (SVF Plan) administered by PERA.

PERA has determined the annual funding requirements of your account and hereby certifies the attached information. Below is an overview of the attachments:

1. **Minnesota Statute 353G.08:** Summary of Minnesota Statute 353G.08 explaining the process of determining annual funding requirements and any required contributions payable December 31, 2023.
2. **Annual Funding 2022:**
 - Cover letter certifying your required contribution.
 - Supporting schedules showing the financial and membership data that support the information presented within the cover letter.
3. **Invoice:** Invoice for the amount due December 31, 2023, if applicable.
4. **SVF Plan July 2022 Newsletter:** The most recent newsletter for SVF Plan participants.

If you have questions, please contact me.



SHARYN NORTH | ACCOUNTING OFFICER PRINCIPAL

✉ SHARYN.NORTH@MNPERA.ORG
☎ 651.201.2666
🌐 MNPERA.ORG
📍 60 EMPIRE DRIVE, SUITE 200, ST. PAUL, MN 55103

The statutes and regulations governing PERA may change at any time. If there is a discrepancy between the law governing PERA and the information contained in this e-mail, the statutes and regulations shall govern. This e-mail and attachments are intended only for the addressee and may contain privileged or not-public data. If you are not the addressee, do not review, forward or use the information in this e-mail. If you received this e-mail in error, contact the sender and delete this e-mail and attachments.

Public Employees Retirement Association of Minnesota

Public Employees Retirement Association of Minnesota

60 Empire Drive, Suite 200
St. Paul, MN 55103-2088
Phone: 651-296-7460 or 1-800-652-9026
Website: www.mnpera.org



July 11, 2022

PERA ID:
3396-00

Governing Body and Fire Chief
Benson Fire Department

glen.pederson@co.swift.mn.us; jeffreuss@yahoo.com

In accordance with Minnesota Statutes 353G.08, we have determined the 2023 required contribution to cover your volunteer firefighters enrolled in the statewide volunteer firefighter plan. Any amount payable is due to PERA before December 31, 2023. Please refer to attached schedules for detailed information regarding the calculations.

Service Pension Level:	\$1,500
Overall Funding Balance For Current Calendar Year	\$189,353
Funding Ratio	132%
This account is considered to have:	Surplus Over Full Funding

Financial Requirement at 12/31/2023	\$16,958
Reductions to the Financial Requirement:	(\$90,663)

Required Contribution Due by 12/31/2023

None

Contributions to the statewide volunteer firefighter plan above and beyond any required contributions may be made at any time. Please contact me if you would like to make a voluntary contribution to your plan account.

On behalf of the statewide volunteer firefighter plan advisory board, I hereby direct you to distribute this report to your membership.

If you have any questions, please do not hesitate to contact me by phone (651-201-2666) or by email (sharyn.north@mnpera.org).

Sincerely,

A handwritten signature in cursive script that reads "Sharyn North".

Sharyn North
Accounting Officer Principal, PERA

1. Overall Funding Balance For Current Calendar Year

Projection of Present Assets	<u>2022</u>
Anticipated receipts (disbursements)	
Fire State Aid	\$ 35,661
Fire Supplemental Aid	7,239
Supplemental Benefit Reimbursement	-
Voluntary Municipal Contribution	-
Required Municipal Contribution	-
Adjustment to Initial Asset Transfer	-
Net Investment Income	41,942
PERA Administrative Fee	(900)
Auditor/Accounting Fee	-
SBI Investment Fee	(42)
Benefit Payments	(7,680)
Net Change in Present Assets	<u>\$ 76,220</u>
Assets - Beginning 12/31/2021	\$ 699,027
Projected Assets - Ending 12/31/2022	<u><u>\$ 775,247</u></u>

Calculation of total accrued liability 12/31/2022

See attached member report	<u><u>\$ 585,894</u></u>
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Conclusion on overall funding balance:

Projected Present Assets 12/31/2022	\$ 775,247
Accrued Liability 12/31/2022	\$ 585,894
Amount of surplus/(deficit) 12/31/2022	<u><u>\$ 189,353</u></u>
Funding Ratio	132.32%

This account is considered to have:

Surplus Over Full Funding

2. Financial Requirement For Following Calendar Year

Calculation of total accrued liability 12/31/2023

See attached member report \$ 620,887

Calculation of the increase in total liability

Total Accrued Liability 12/31/2023 \$ 620,887

Total Accrued Liability 12/31/2022 \$ 585,894

Amount increase in accrued liability \$ 34,993

Calculation of administrative fees

Per member rate of \$30 \$ 900

Financial Requirement: Fully Funded

Increase in total liability \$ 34,993

Administrative fees \$ 900 N/A

Financial Requirement: Deficit From Full Funding

Increase in total liability \$ 34,993

Administrative fees \$ 900

Charge one-tenth of deficit \$ - N/A

Financial Requirement: Surplus Over Full Funding

Increase in total liability \$ 34,993

Administrative fees \$ 900

Credit one-tenth of surplus if third year \$ (18,935.29) \$ 16,958

Financial Requirement at 12/31/2023 \$ 16,958

3. Required Contribution of the Sponsoring Entity

Determination of the required contribution due by 12/31/2023

Financial Requirement at 12/31/2023 \$ 16,958

Reductions to the financial requirement:

Fire State Aid Current Year @ 1.035 \$ (36,909)

Supplemental State Aid Current Year \$ (7,239)

6% Interest on Projected Present Assets \$ (46,515)

Required Contribution Due by 12/31/2023 NONE

Name of Entity: Benson Fire Department

Calculation Date: July 11, 2022
 Prior Year: 12/31/2021
 Current Year: 12/31/2022

Note: Accrued Liability is based on factors such as age of member when joined the department, years to age 50, and years of service; may not equal payout amount.

Input:	
Prior Year Fire State Aid:	\$ 34,455.00
Prior Year Supplemental State Aid:	7,239.00
Prior Year End Plan Assets	699,027
Current YTD Paid Benefits	0
Member Data	See Below
Number of Firefighters:	30
PERA Benefit Level:	\$ 1,500

Accrued Liability		
12/31/2022	Increase	12/31/2023
\$ 585,894	\$ 34,993	\$ 620,887

Name	Status (Active or Deferred)	Birthdate (mm/dd/yyyy)	Fire Dept. Entry Date (mm/dd/yyyy)	Separation Date (If Deferred)	Ben Level at Separation (If Deferred)	Through 12/31/2022		Through 12/31/2023		Normal Cost (Change in Liability)
						Years of Service	Accrued Liability	Years of Service	Accrued Liability	
ASCHERMAN, TOM	Active		06/03/1998			25	\$ 37,500	26	\$ 39,000	\$ 1,500
BENSON, STEVEN J	Active		06/03/1998			25	\$ 37,500	26	\$ 39,000	\$ 1,500
BROESDER, DARYL	Active		06/06/2018			5	\$ 4,600	6	\$ 5,692	\$ 1,092
BUDDY, RYAN A	Active		06/06/2018			5	\$ 4,600	6	\$ 5,692	\$ 1,092
CARRUTH, CHRISTOPHER	Active		06/06/2018			5	\$ 4,295	6	\$ 5,315	\$ 1,020
DEHAAN, JEFFREY D	Active		05/04/1988			32	\$ 48,000	33	\$ 49,500	\$ 1,500
FOLEY, THOMAS R	Active		02/18/2015			8	\$ 7,542	9	\$ 8,756	\$ 1,215
GOLDEN, ADAM	Active		03/05/2014			9	\$ 9,377	10	\$ 10,756	\$ 1,379
HERMES, DAN	Active		02/18/2015			8	\$ 8,076	9	\$ 9,377	\$ 1,301
HILL, BRENT	Active		09/07/1988			34	\$ 51,000	35	\$ 52,500	\$ 1,500
HILL, MIKE	Active		10/04/2006			16	\$ 16,328	17	\$ 17,943	\$ 1,616
HOBERG, ROBERT	Active		11/01/2002			20	\$ 27,037	21	\$ 29,395	\$ 2,357
LARSON, PAUL W	Active		05/02/2012			11	\$ 12,217	12	\$ 13,766	\$ 1,549
LEE, ROBERT E	Active		11/01/2002			20	\$ 30,000	21	\$ 31,500	\$ 1,500
MATTHEISEN, MATTHEW J	Active		10/06/1993			28	\$ 37,622	29	\$ 40,428	\$ 2,806
MC VINUA, JASON D	Active		02/18/2015			8	\$ 8,076	9	\$ 9,377	\$ 1,301
MOTZKO, NATHAN	Active		07/01/2015			8	\$ 6,770	9	\$ 7,860	\$ 1,090
NOKLEBY, MARC T	Active		06/06/2018			5	\$ 4,600	6	\$ 5,692	\$ 1,092
PLUMHOFF, MARK	Active		11/01/2002			20	\$ 30,000	21	\$ 31,500	\$ 1,500
REUSS, JEFF	Active		01/17/2001			26	\$ 39,000	27	\$ 40,500	\$ 1,500
ROEMEN, SEAN	Active		01/01/2011			12	\$ 13,766	13	\$ 15,408	\$ 1,642
SCHAUER, JEREMY	Active		10/06/2004			18	\$ 23,550	19	\$ 25,725	\$ 2,175
SCHWAEDEL, KALE	Active		07/01/2020			3	\$ 2,598	4	\$ 3,570	\$ 972
SCHWENDEMANN, KALEB	Active		10/03/2012			10	\$ 10,044	11	\$ 11,408	\$ 1,365
STATON, DALTON	Active		06/06/2018			5	\$ 4,143	6	\$ 5,127	\$ 984
TOLIFSON, DAVE	Active		01/06/2010			13	\$ 15,408	14	\$ 17,148	\$ 1,740
TOLIFSON, ERIC	Active		10/04/2006			16	\$ 18,869	17	\$ 20,736	\$ 1,867
VOLLAN, DAVID S	Active		03/03/1993			30	\$ 45,000	31	\$ 46,500	\$ 1,500
WILLIAMS, MARTY	Active		10/01/2017			5	\$ 4,295	6	\$ 5,315	\$ 1,020
Eight firefighters @ \$80/mo	active				per actuary rpt 2016		\$ 24,080	0	\$ 16,400	\$ (7,680)
							<u>\$ 585,894</u>		<u>\$ 620,887</u>	<u>\$ 34,993</u>

PRAIRIE FIVE COMMUNITY ACTION COUNCIL, INC.

Main Office
719 North 7th Street
P.O. Box 159
Montevideo, MN 56265-0159

Phone: 320-269-6578
FAX: 320-269-6570
TDD: 320-269-6988
E-mail prairiefive@prairiefive.org
Website: www.prairiefive.org

Branch Offices
Benson
Canby
Ortonville
Madison



Mission Statement: Working together to strengthen the quality of life in our communities.

July 20, 2022

Glen Pederson
City Manager
1410 Kansas Ave
Benson, MN 56215

Dear Mr. Pederson:

It is that time of year again where we must work on the MnDOT contract. This year MnDOT Contract will be again for 1 year with MnDOT. The Local match for this contract will be 5%. We will again not have an increase in what is being asked for in local operating match for 2023 as we have not had to increase this for 11 years now and have been able to maintain local match with Fares/contracts and mergers with other systems. For 2023 again it will be \$7,000.00 for local match operating. We feel that will be sufficient going into 2023. Below, you will find the revenue and expenses for our program years 2017-2021.

REVENUE AND EXPENSES 2016-2019

System:	Total Operating Costs	Total Operating Revenue
2017	\$2,401,084	\$2,530,438
2018	\$2,553,528	\$2,681,630
2019	\$3,135,853	\$3,261,375
2020/21	\$5,097,775	\$5,349,941

Past Funding Breakdown from Cities and Counties 2017 - 2020

	DOT Funding	Cities/Counties
2017	\$1,853,984	\$84,000 (\$7,000 Each City and County)
2018	\$1,984,105	\$84,000 (\$7,000 Each City and County)
2019	\$2,291,400	\$84,000 (\$7,000 Each City and County)
2020/21	\$4,873,947	\$175,000 (\$7,000 Each City and County) *

(*in 2021 The City of Granite Falls was included in the local match operating)

The remainder of revenue comes from fares, donations, and contract revenues.

Page 1 of 2

Serving: Big Stone * Chippewa * Lac qui Parle * Swift * Yellow Medicine Counties

EOE/AA/AD

To help you with future planning, we have also included a Vehicle Replacement Chart for 2020 through 2023 with the estimated amount needed for the capital local match. Reminder that in 2021 we will be replacing 6 buses and 1 van. Going into the future for capital planning, we will continue to plan on replacing 2 buses each year at 20% local match and 1 maintenance vehicle/van every 4-5 years.

The vehicle replacements below for 2022 and 2023 have not yet gone to contract, so we are anticipating the following: in 2022 we will be replacing 3 buses instead of 2. The local match went from 20% down to 10%. So, in 2022 the local match for capital and operating will go from \$9,986 to \$10,024 and increase of \$38.00 if the vehicle all get approved. In 2023 we will be replacing 1 vehicle and so, the local operating and capital is anticipated to total \$8,908 a decrease of \$1,116 overall.

Years of the Bus	Approximate cost Per County/City	Replacement Year	In the 10yr Capital plan
2006	1517	2020	Yes
2009	1517	2020	Yes
Expansion	1517	2020	Yes
Expansion	1517	2020	Yes
2005 van	0	2021	Yes
2012	731	2021	Yes
2013	731	2021	Yes
2013	731	2021	Yes
2013	731	2021	Yes
2013	0	2021	Yes
2013	0	2021	Yes
2013	1008	2022	Yes
Replacement (gf)	1008	2022	Yes
Replacement (gf)	1008	2022	Yes
2005 Van	1908	2023	Yes

Highlighted in yellow is what is currently approved for replacement.

To summarize the TOTAL, we are asking for from each city and county to budget in for 2023 is \$8,908. Half of the operating will be billed for in July and the second half of operating with capital after December 31st, sometime in late January just as it has been done in the past.

If you have questions, please call 877-757-4337 or 320-269-6578. Thank you for your continued support to the Prairie Five RIDES program.

Sincerely,



Paul Coyour
Prairie Five RIDES
Transportation Director

EMERGENCY ORDINANCE NO. _____

AN EMERGENCY ORDINANCE TEMPORARILY REGULATING THE SALE OF EDIBLE CANNABINOID PRODUCTS IN THE CITY OF WILLMAR

The City Council of the City of Willmar hereby ordains as follows:

Section 1. PREAMBLE – FINDINGS AND STATEMENT OF EMERGENCY. The city council makes the following findings:

- A. On July 1, 2022, recently enacted amendments to Minn. Stat. § 151.72 took effect and resulted in the legalization of “edible cannabinoid products,” as defined therein, in Minnesota.
- B. The unregulated sale of edible cannabinoid products presents a threat to the public health, safety and welfare in that such products are not safe for consumption by minors and may not legally be sold or provided to or consumed by minors under state law.
- C. The City’s existing land use official controls and licensing regulations may not adequately address the impacts and effects of persons and entities engaged in the sale or distribution of edible cannabinoid products.
- D. Section 2.12, Subdivision 2 of the City’s Charter requires two readings of ordinances, public notice and a public hearing, and provides that ordinances adopted following the completion of such process may not become effective until such time as the ordinance so adopted is published, except for emergency ordinances.
- E. Section 2.12, Subdivision 3 of the City’s Charter authorizes the City Council to adopt emergency ordinances to meet a public emergency affecting life, health, property or the public peace, subject to the limitations that such ordinances must receive a supermajority vote of the Council and shall expire not later than the 61st day following its adoption.
- F. The unregulated sale of edible cannabinoid products prior to the City’s consideration and potential modification of existing regulations or implementation of new regulations for such activities would threaten the public health and the public peace.

Section 2. STATE LAW ADOPTED. Except as further restricted or regulated by this ordinance, the provisions of Minn. Stat. § 151.72 relating to the definition of terms, licensing, and all other matters pertaining to the retail sale, distribution and consumption of cannabinoid products are adopted and made a part of this chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minn. Stat. § 151.72, as amended, and the provisions of this section, the more restrictive provision shall govern.

Section 3. DEFINITIONS. For the purposes of this ordinance, the following terms shall have the meanings ascribed to them in this section:

Edible cannabinoid product shall have the meaning given in Minn. Stat. § 151.72, subd. 1(c).

Section 4. TEMPORARY REGULATIONS. For the duration stated herein, no person or entity may sell an edible cannabinoid product in the City of Willmar except as follows:

- a. Written notice of the identity of the person or entity conducting the sale of the product(s) and the permanent location of the place of business at which such sales may be made shall first be provided to the City Clerk.
- b. Sales may only be made to individuals who are 21 years of age or older.
- c. All edible cannabinoid products shall either be stored behind a counter or other area not freely accessible to customers or in a case or other storage unit not left open and accessible to the general public.
- d. The manner of sale shall be such that the customer does not have access to the edible cannabinoid product(s) without having to request the item from the person or entity making the sale or an employee thereof and engaging in a physical exchange of the edible cannabinoid product(s) between the person or entity making the sale or an employee thereof and the customer.
- e. No sale shall be made from a moveable place of business. Only fixed-location businesses may engage in the sale of an edible cannabinoid product.

Section 5. PENALTY. Any person engaging in the public sale or distribution of edible cannabinoid products in violation of the regulations established in Section 3 of this ordinance shall be guilty of a misdemeanor.

Section 6. EXCEPTIONS AND DEFENSES. Nothing in this ordinance shall prevent the providing of edible cannabinoid products to a person under the age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by state law in Minn. Stat. § 340A.503, subd. 6.

Section 7. EFFECTIVE AND EXPIRATION DATES. This emergency ordinance shall be effective at 1:00 a.m. on July 19, 2022 and shall expire upon adoption of ordinances regulating such uses or on the 61st day following the date on which this ordinance was adopted, whichever comes first.

Passed by the City Council of the City of Willmar this ____ day of _____, 2022.

ATTEST:

Judy Thompson, City Clerk

Marvin Calvin, Mayor

VOTE: ____ PLOWMAN ____ O'BRIEN ____ DAVIS ____ ASMUS
 ____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Emergency Ordinance introduced by Council Member: _____

This Emergency Ordinance adopted on: _____

This Emergency Ordinance published on: _____

Val Alsaker

From: Glen Pederson
Sent: Monday, July 25, 2022 9:55 AM
To: Val Alsaker
Subject: FW: 2022 Kid Day Final Report

Val,

Add this cover sheet to Roger's updated report for the council.

Thanks.

Glen Pederson
City of Benson
320-843-5445

From: Roger Ebnet <rebnet@benson.k12.mn.us>
Sent: Thursday, July 21, 2022 3:04 PM
To: Glen Pederson <glen.pederson@city.co.swift.mn.us>; Val Alsaker <val.alsaker@city.co.swift.mn.us>
Subject: 2022 Kid Day Final Report

Glen & Val,

Here is the Final Kid Day report for Kid Day 2022. Thank you to the City of Benson for the continued support of this Community Event. People are already making plans for next year, and that is promising to hear. My goal this year is to secure funding and try to get a trade-in of the city's trailer with the Glacial Plains \$5,000 grant to replace our trailer with a larger one.

Glen, Thank you for stopping up to Roosevelt to help with take down after the carnival, I believe we got out of the park in record time, on a sad note there was no Rib Fest to rush to. :)

Roger Ebnet
Kid Day Chair

Benson's 91st Kid Day Final Report

July 16, 2022

Expenses:

Carnival

Ottertall Inflatables 5 inflatables; \$3,510
All About Fun Rentals 1 inflatable & Rock Wall, dunk tank \$2,500
7/15 ice/water for Polka in the Park Super Valu \$28.92
7/8 Kid Day tickets 6000 & Royalty pictures Backstreet \$111.98
6/18 Baseball pitching game Amazon \$347.29
Erickson Petting Zoo and Pony Ring \$1,200
Paper towels Super Valu \$9.28
Volunteer t-shirts Legacy print wear \$412.25

\$8,119.72

Prizes

6/19 US Toy (Magento) Card \$252.73
7/5 Dollar Tree card \$2,429.99
6/20 Dollar Tree \$277.61 check to Roger Reimbursement
6/26 Five Below card \$616.82
6/20 Walmart \$176.70 prizes check to Roger Reimbursement
6/26 Kid Day Bags 125 Discount mugs \$264.00

\$4,017.85

Miscellaneous

Postage Stamps \$116.00
6/22 Printer Ink Amazon Rob's Card \$215.10
7/8 Kid Day buttons, 450 printed insert portion BackStreet \$63.00
Button making by DAC 381@.65 \$247.65
7/12 Certificate paper for Officials/tape Back Street \$24.56
6/3 Envelopes & labels Backstreet \$88.95

\$755.26

Kid Day Medallion \$100.00

7/7 Medallion printing Backstreet \$10.00
6/20 6 pack medalliions Amazon \$12.81
Connor Hadfield \$100

\$122.81

Advertising Monitor News

6/8, 6/15, 6/22 Monitor News \$151.20
7/6 - 7/9 ads and Posters \$743.09

\$894.29

Kid Day Golf Putt, Chip, and Drive

Prizes \$402.37 \$402.37

Sunday Polka in the Park

Marie and The Boys \$525.00 \$525.00

DeMarce Theater

0 -0-

Porta Potties

7/16 5 porta potties, 2 hand washing – HPS Rentals Boutain \$ 615
Includes 1 porta potty and 1 handwashing station to Ambush \$615.00

DJ

CM Rock DJ Service \$300.00 \$300.00

Royalty Expenses

6/22 2 Sashes CG Customized Girl.com \$36.17
7/16 Cards for outgoing king and Queen Breens \$2.00
6/30 Tierra pageantsuppliesnow.com \$45.71
7/20 Flowers for Royalty: Flower Basket II 35.00(estimate)
7/19 2 5x7's Backstreet 3.98
\$ 122.86

Tents/ set up and take down Carnival loading trailer

Lake Hazel Church (2 tents for 2 days) \$100
Delivery/Return tents \$200
Set up carnival and take down – Benson Wrestlers \$500 \$800.00

Parade

6/26 Can Coolers 200 Discount Mugs \$251
6/26 400 Kid Day cups Discount Mugs.com \$374
7/11 Candy given in 400 cups: DoMats \$1,235
7/9 Bags for candy/cups Super Valu \$58.20
7/8 Prizes Golden Ticket winners/Royalty Zosels \$900
6/26 200 Koozies Discount Mugs \$256
7/15 cup sign Backstreet Printing \$20 \$3094.20

\$100 for gas to the new royalty - \$100 each for gas expenses to travel. \$100.00

5 Golden Tickets for Parade Participants

5 - \$10 Gift certificates DQ = \$50
5 - \$10 Gift Certificates Subway = \$50
5 - \$10 Gift Certificates Just Chill'n \$50 \$150.00

Petty Cash \$520

\$520.00

Total Expenses: 20,539.36

Kid Day Income 2021:

Money turned in after carnival from ticket sales and petty cash

1's = \$142.00
 5's = 320.00
 10's = 40.00
 20's = 2,820.00
 50's = 400.00
 100's = 600.00
 Checks = 60.00
 Change = 59.25
 Coterie Study Club donation \$100.00
\$4,541.25

Kid Day Income 2021

Petty Cash	\$520.00
SCBH Color Run donation	417.00
Abner Sales	100.00
BACF Foundation Grant	4,000.00
Coterie Study Club	100.00
E & M Electric	200.00
Dooley's Petroleum	100.00
CDS, LLP	100.00
Carnival ticket sales	4,021.25
Total Income	\$9,558.25

Initial Money from City Tourism Fund budget (projected needed) \$18,000.00

Total Income \$27,558.25

Actual Cost to City: Total Expenses: 20,539.36 – Total Income: \$9,558.25 = \$10,981.11(2022)

2016 Cost: \$12,543.56	2017 Cost: \$12,655.21	2018 Cost: \$14,268.20
2019 Cost: \$16,339.44	2020 Cost: -0-	2021 Cost: \$ 6,834.00
2022 Cost: \$10,981.11		

*****2022 increases due to Pony Ring was added back in to the cost at \$1200, All bouncy rides and prizes increased in price, we added a Golf event for kids at the Golf Course, and \$3,000 less in grants than 2021.**

BUDGETARY ESTIMATE

Benson, MN - SLIDE# 2 ADD-ON

Outdoor Facility

July 22, 2022 (Estimate Valid for 30 Days from this date.)



SLIDES	
DESCRIPTION (Equipment Package)	COST
32" Enclosed Tube Slide with Flume Support Structure (132' Centerline Length Approx.) (Existing Tower) (Site Scan will be necessary to determine proper concrete pier locations.)	\$149,200.00
Hot-Dipped Galvanized Steel Flume Supports, Arms, Kickers & Yoke Plates	Included
Stainless-Steel Flume Connection Hardware	Included
Installation (Labor & Equipment Rental)	Included
Signage	Included
Anchor Bolts / Template	Included
Engineering Stamped Drawings (State of Minnesota)	Included
Freight to Job Site	Included
Quality Certification / Ride Testing / O&M Manual / 1-Year Warranty	Included
TOTAL (\$USD)	\$149,200.00

Included (Scope of Work): See Above.

Not Included: Sales Tax, Prevailing Wage, M.E.P. (Mechanical, Electrical, Plumbing), Pump, Filtration System, Concrete Footings, Dumpsters, Decking, Pool Deck-Railing, Fencing, Soil Tests, Plumbing Materials or Labor, Electrical Materials or Labor, Electrical Grounding of Columns, Emergency-Stop Button or Wiring, Grouting of Steel Column Joints, Canopy, Bid Bond, Performance Bond, Local Permits or Inspection Fees.

Payment Terms: 50% Upon Award of Contract, 40% Upon Majority Completion of Work-In-Process with Photo Documentation - Prior to Shipment, 5% Delivery to the Job-Site & 5% Upon Completion of Installation. Payment Due Upon Receipt of Invoice. Color selections to be received prior to beginning of fabrication. No warranties are valid until final payment is received. All payment terms are subject to credit approval from Recreation by Lemmie Jones, LLC. Lead-Time is 16-20 weeks and does not start until ALL of the following requirements are met: Initial Payment Received in Full, Approved Stamped Submittal Drawings & Approved Color Selections. Installation Lead-Time is dependent upon planned completion date by Customer and Availability of Installation Team. Adequate Site Access will be provided for the Installation Team and their Equipment including Site Modifications to roadway, etc. Prices are subject to change based upon date of acceptance of this quoted price and fluctuations in materials pricing.

Note: If Sales Tax / Prevailing Wage / Union Installation are required, then the additional amounts will be added to the Total Quoted Price. Adequate site access to be provided & accessibility to accommodate a 40' Man Basket and an 8,000 Pound Extendable Fork Lift. Facility shutdown during installation process is required. In the event tower height exceeds 20', additional details will be required and a consultation meeting with the installation supervisor required prior to scheduling the install. It is agreed that Recreation by Lemmie Jones, LLC shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Recreation by Lemmie Jones, LLC will be reimbursed in full for all costs associated with any delays. These reimbursable costs include, but not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contract(s). Modifications to the slide layout may increase or decrease the total cost.

***By signing below you agree to receipt of this Quote / L.O.I. and the Terms and Conditions listed. Formal Contract Agreement to Follow this Quote.

(Owner) Signature & Printed Name

Date

(Recreation by LJ) Signature & Printed Name

Date

Remit To: Recreation by Lemmie Jones, LLC 2112 Carrie Street Carthage, MO 64836
TE +1.417.793.1613 E-mail: lemmie@recreationbylemmiejones.com
www.recreationbylemmiejones.com



BENSON FAMILY AQUATIC CENTER

2nd slide by 2025 (from Shelly Mikkelsen)

Background:

- * When the Benson Family Aquatic Center was built in 2005, it had the capacity for two flume slides. Currently it only has one.
- * Now that the pool is paid for, we thought it was a good time to expand and add the 2nd slide.
- * The bid from the Recreation by Lemmie Jones LLC is estimated at \$149,200.
- * 50% of that bid is due upon award of contract, which we hope to raise by the summer of 2023

Fundraising:

- * The following grants will be written: Sonsteng, Southwest Initiative Foundation, and we are researching more options.
- * Letters to area businesses will be mailed.
- * Other donations will be solicited via social media sites, and a variety of fund-raisers.
- * We are hoping for support from the city and county.

Time-line:

- * 50% of bid raised by summer of 2023
- * 100% of bid raised
by summer of 2024.
- * Installation fall of 2024
- * Completion spring 2025.

SMART GRID TECHNOLOGY SERVICES AGREEMENT

This Smart Grid Technology Services Agreement is made as of _____, 20__ (the “Effective Date”), by and between **Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services**, a public agency organized under the laws of the State of Iowa and existing under the intergovernmental cooperation statutes of the States of Iowa, Minnesota, North Dakota and South Dakota (“MRES”), and Benson Municipal Utilities, a municipal corporation and political subdivision of the State of Minnesota (“Member”). MRES and Member are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. Member owns and operates an electric utility system through which it serves the electric power and energy needs of its customers.
- B. MRES and Member are parties to a power sale agreement (the “Power Sale Agreement”), pursuant to which MRES sells to Member, and Member purchases from MRES, power and energy required by Member to serve its load.
- C. MRES desires to make available to its members certain smart grid technology services by which Member may, among other things, increase its energy efficiency, control customer loads, obtain and utilize usage data, and potentially reduce peak demand, which services may benefit all MRES members by increasing efficiency and reducing total peak demand.
- D. The smart grid technology services made available by MRES pursuant to this Agreement include AMI Services, CDR Services and MDM Services, each as more specifically described in this Agreement and the associated Appendices, and such other services as MRES in its discretion may make available to Member from time to time under this Agreement.
- E. Member desires to engage MRES for the smart grid technology services requested by Member under this Agreement, and MRES is willing to provide such services, subject to the terms and conditions of this Agreement.
- F. Member has determined that the smart grid technology services requested by Member under this Agreement will directly advance the general welfare, health and safety of Member’s customers.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, receipt of which each Party hereby acknowledges, the Parties agree as follows:

1. SERVICES

1.1 Offered Services. MRES may offer to Member from time to time the respective types of services identified below and as further described in the applicable Appendix to this Agreement (each, an “Appendix”).

a. AMI Services. “AMI Services” means the Advanced Metering Infrastructure (“AMI”) Services described in Appendix A to this Agreement.

b. CDR Services. “CDR Services” means the Coordinated Demand Response (“CDR”) Services described in Appendix B to this Agreement.

c. MDM Services. “MDM Services” means the Meter Data Management (“MDM”) Services described in Appendix C to this Agreement.

d. Other Services. “Other Services” means any services, other than the AMI Services, CDR Services and MDM Services, that MRES agrees to provide to Member under this Agreement. Any such Other Services must be memorialized in an Appendix to this Agreement prepared by MRES and executed by the Parties.

1.2 Selected Services; Appendices. MRES agrees to provide, and Member agrees to accept and pay for, those services described in one or more Appendices executed by both MRES and Member. MRES shall be required to provide, and Member shall be required to accept and purchase, only those services described in an Appendix executed by both MRES and Member (such services are referred to herein as “Services”). Each Appendix memorializing Services to be provided under this Agreement shall identify the applicable services, time for performance, deliverables, fees, and other information pertinent to the Services at issue. For a category of Services to be provided by MRES to Member under this Agreement, each Party must execute the Appendix applicable to each such category of Services.

1.3 Incorporation; Conflicts. Each Appendix executed by the Parties is incorporated into this Agreement as if fully set forth herein. In the event the terms of this Agreement conflict with the terms of an Appendix executed by the Parties, the terms of such Appendix will govern and control.

1.4 Additional Services. Following execution of this Agreement and the applicable Appendix or Appendices, Member may not add additional services under this Agreement unless such addition is agreed to in writing by MRES. The addition of services under this Agreement shall be subject to any further terms established by MRES in its discretion, including an extension of the term of this Agreement if and as determined by MRES.

2. TERM OF AGREEMENT

2.1 Term. This Agreement shall be effective as of the Effective Date and, except as otherwise provided in this Agreement, shall remain in full force and effect for an initial term of six (6) years from the Effective Date (the “Initial Term”). After the Initial Term, the term of this Agreement shall be automatically renewed for successive one (1) year term(s) (each, a “Renewal Term”) unless at least six (6) months’ written notice of termination is provided by a Party to the other Party prior to the end of the Initial Term or the then-applicable Renewal Term.

2.2 Termination for Breach. If a Party has materially breached one or more of its obligations under this Agreement, the other Party may terminate this Agreement after giving the breaching Party written notice of the breach and thirty (30) days to remedy the breach (or ten (10) days if the breach is a failure to make a payment due under this Agreement). In the event the breach is not remedied within the applicable time period described above, this Agreement may be terminated upon written notice by the non-defaulting Party to the defaulting Party.

2.3 Effect of Termination. Upon termination of this Agreement, the following shall apply: (a) MRES shall immediately stop performing Services unless otherwise agreed in writing by MRES; (b) Member shall pay MRES all fees due for Services performed up to and including the date of termination; and (c) the termination of this Agreement shall not affect any rights or obligations which accrued prior to termination, any rights the terminating Party may have arising out of the termination or the events giving rise to the termination, or any continuing obligations of either of the Parties under this Agreement as described in this Agreement.

3. MRES RESPONSIBILITIES

3.1 Services; Other Duties. MRES shall perform the Services and all other obligations of MRES described in each Appendix executed by the Parties pursuant to Section 1.1 above. In the event Member requests services different from, or in addition to, those described in an executed Appendix, and MRES is willing to provide such different or additional services, the Parties shall execute a change order or contract amendment reflecting such change in services and any related change in fees.

3.2 Information. MRES shall furnish, or cause to be furnished, to Member all information and instructions reasonably required for Member to effectively utilize the Services.

4. MEMBER RESPONSIBILITIES

4.1 Fees; Other Duties. Member shall pay all fees and costs and perform all other obligations of Member described in each Appendix executed by the Parties pursuant to Section 1.1 above.

4.2 Cooperation. Member shall cooperate with MRES with respect to MRES's performance of this Agreement and shall provide MRES with all physical access and information required for MRES to perform its obligations under this Agreement.

5. THIRD PARTY PROVIDERS

5.1 Third Party Products and Services. Member acknowledges that MRES utilizes and relies on third party product and service providers to provide certain portions or aspects of the Services. MRES agrees to use commercially reasonable efforts to arrange third party products and services required for the Services provided under this Agreement. MRES, however, shall have no responsibility or liability for any losses, damages, costs, expenses or other liability incurred or realized by a Member in any way arising from or relating to any defect, error or failure in or of

any third party products or services used by MRES to provide the Services, whether such product or service is delivered or provided to Member directly by the third party or through MRES.

5.2 Third Party Technology. The Services may contain or employ technologies licensed or made available to MRES by a third party. This Agreement is subject to any license or agreement governing such technologies, including any restrictions on transferability or other limitations contained in the third party agreement, as identified in the applicable Appendix. Member agrees to comply with all third party copyright, licensing, distribution, installation, warranty, infringement, liability, confidentiality and other terms if and to the extent such terms are set forth in the applicable Appendix.

6. DATA; PROPRIETARY INFORMATION

6.1 Data Use and Protection. Each Party shall store, maintain and secure data transmitted pursuant to this Agreement with the reasonable care exercised by similarly situated members of the electric industry, and shall treat such data as confidential, nonpublic information to the extent required by, and in accordance with, applicable law. The Parties acknowledge that cybersecurity requires vigilance by each Party to ensure the security of the data, and each Party shall take reasonable steps to maintain the security of the data. In no event shall a Party be liable to the other Party for a breach of security if the Party has taken reasonable steps to protect the data as described in this section.

6.2 Data Access. All data that is acquired pursuant to this Agreement shall be accessible to MRES and to Member for use for their respective purposes under this Agreement. Member shall be solely responsible for record retention requirements imposed on it by law.

6.3 Proprietary Information. Member shall have no right, title, claim or interest in or to any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information made available or disclosed to Member during the term of this Agreement, except as otherwise expressly provided in this Agreement.

7. WARRANTY; LIABILITY

7.1 Limited Warranty. MRES warrants that it will perform the Services in a professional and workmanlike manner, subject to the terms and limitations of this Agreement. MRES makes no warranty or guarantee as to the effectiveness or continuous operation of any system (including without limitation, any AMI, MDM or CDR system) made available or provided to Member under this Agreement. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. MRES MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

7.2 Limitation of Liability. **MRES WILL IN NO EVENT BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING FROM**

OR RELATED TO THE TRANSACTIONS HEREUNDER. IN ADDITION, IN NO EVENT WILL MRES'S TOTAL LIABILITY ARISING FROM OR RELATED TO THE TRANSACTIONS HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT MEMBER PAID TO MRES FOR THE SERVICES GIVING RISE TO SUCH LIABILITY DURING THE PRECEDING 12-MONTH PERIOD. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

8. GENERAL TERMS

8.1 Power Sale Agreement Unaffected. Nothing in this Agreement shall alter the terms and conditions of the Power Sale Agreement. Member shall continue to be responsible for purchasing power according to the terms of the Power Sale Agreement, regardless of any performance or nonperformance of the Parties under this Agreement.

8.2 Force Majeure. Neither Party will be deemed to have defaulted or failed to perform under this Agreement if and to the extent that such Party's default or failure to perform is caused by the occurrence of an event beyond the control and without the fault of that Party, which may include fire, flood, explosion, act of God, act of a public enemy, strike, labor dispute, civil riot, enemy or hostile government action, or governmental restrictions. A Party's obligation to make any payment due under this Agreement will not be relieved or extended by a force majeure event as described in this section.

8.3 Notices. All written notices required to be given under this Agreement will be deemed to have been given when delivered in person or by mail (postage prepaid) to the notice addresses set forth below:

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

Member: Benson Municipal Utilities
1410 Kansas Ave
Benson, MN 56215

Either Party may change its designation of the person and/or address set forth above by giving the other Party written notice of such change.

8.4 No Agency. MRES and Member are separate and independent legal entities. Without limiting the generality of the foregoing, neither MRES nor Member shall be deemed to be an employee, representative, agent, joint venturer or partner of the other for any purpose.

8.5 No Third Party Beneficiary. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

8.6 Binding Effect; Assignment. Each Party binds itself and its successors, assigns and legal representatives to the other Party and to the successors, assigns and legal representatives of the other Party with respect to all terms of this Agreement. Member may not assign or transfer any right, title or interest in this Agreement without MRES's prior written consent.

8.7 No Waiver. The failure of MRES or Member to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Agreement or to exercise any rights under this Agreement or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right.

8.8 Enforcement Costs. If a Party breaches this Agreement, such breaching Party will be obligated to reimburse the non-breaching Party for its reasonable attorneys' fees, costs and disbursements incurred as a result of such breach, whether or not litigation is initiated.

8.9 Severability. If any part of this Agreement is found to be unenforceable, the remainder of this Agreement will be enforceable without that part.

8.10 Governing Law. This Agreement shall be governed by the laws of the State of South Dakota.

8.11 Survival. All representations, indemnifications, obligations of confidentiality, and limitations of liability included in this Agreement, including without limitation the terms of Sections 5, 6, 7 and 8, shall survive its completion or termination for any reason.

8.12 Entire Agreement. This Agreement, along with all duly executed Appendices and all exhibits hereto or thereto, represent the entire and integrated agreement between the Parties, and supersede all prior negotiations, representations and agreements, either written or oral, regarding the subject matter hereof. The terms of this Agreement and any Appendix may be modified only by a written instrument signed by the Parties.

8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Smart Grid Technology Services Agreement to be executed by their officers, each hereunto duly authorized, on the date and year first written above.

Benson Municipal Utilities

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

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

DRAFT

APPENDIX A **AMI SERVICES**

The AMI Services described in this Appendix A constitute “Services” for all purposes under the Smart Grid Technology Services Agreement dated _____, 20__, between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”) and Benson Municipal Utilities (“Member”). The AMI Services described in this Appendix are subject to the terms and conditions of the Agreement, and this Appendix is incorporated into the Agreement by this reference. All capitalized terms used in this Appendix shall have the meanings given them in the Agreement, unless otherwise expressly provided herein.

1. BACKGROUND

A. Member desires to install AMI equipment and devices, which may include gateways, relays, meters, load control receivers and other equipment, to create efficiencies in meter reading, billing, data retention and distribution system operations, including possible savings in demand and energy and thereby in power supply and transmission expenses.

B. MRES recognizes the benefit of hosting AMI for increased information and efficiency for its members, access to data for MRES and its members, and as a means to potentially reduce peak demand, thereby potentially providing a benefit to all members through reduced rates charged by MRES under the Power Sale Agreements between MRES and its members.

C. MRES has developed a program to host AMI, including without limitation member data and AMI-related capabilities for the benefit of its members.

D. Member wishes to receive AMI Services from MRES as described in this Appendix, and MRES is willing to provide such services, subject to the terms and conditions of this Appendix and the Agreement.

2. DEFINITIONS

2.1 “AMI” means advanced metering infrastructure and refers to all components, including without limitation hardware, software and devices, of the AMI System used to measure, collect, communicate, store and analyze data captured from measurements on Member’s system.

2.2 “AMI Services” means the services provided by MRES as described in this Appendix.

2.3 “AMI System” means the overall AMI system, including without limitation the Member Equipment, the Master Station, and the MRES Communication Equipment.

2.4 “Master Station” means the central server(s) hosting the AMI software (including any add-on custom modules installed for Member) and data under the control of MRES.

2.5 “Member Equipment” means the AMI equipment installed in Member’s distribution service area, including without limitation the following specific types of equipment, along with other measurement, verification and field equipment as appropriate:

a. Gateway – Devices that interconnect with MRES Communication Equipment that contain the hardware and firmware necessary to convert the signal from the Master Station to radio frequency (“RF”) to communicate with meters, meter nodes, and relays.

b. Meters and meter nodes – A meter node is a device connected to a meter (electric, gas or water) that communicates the meter data to the gateway.

c. Relays – Devices used to transmit and repeat the RF communication signal between the gateway and meter and/or meter nodes.

2.6 “Member Program Design” means the system setup as defined by Member for the AMI System to follow when implementing AMI. The extent and syntax of such configuration will be limited by the particular AMI vendor system, the communication systems in place, and the Member Equipment.

2.7 “MRES Communication Equipment” means the equipment and systems owned by MRES and used by the AMI System to communicate information and data between the Master Station and the Member Equipment.

2.8 “Planned Outage” means those times when MRES intentionally takes out of service the Master Station or MRES Communication Equipment.

2.9 “Point of Demarcation” means the boundary between MRES-owned equipment and Member-owned equipment as described in Exhibit A-1.

3. MRES RESPONSIBILITIES

3.1 MRES shall provide the following services related to AMI: centralized hardware and software setup; default setup, operation and maintenance of the Member Program Design; access to the Member Program Design through a central web portal page as allowed by the AMI System; and training for Member related to these activities.

3.2 MRES shall manage the Master Station and MRES Communication Equipment from its central location to the Point of Demarcation, including database, software upgrades, backups and other equipment requirements on an ongoing basis.

3.3 MRES shall perform initial acceptance testing of the system, reasonably satisfactory to Member, prior to activating the system for production. The acceptance criteria are defined in Exhibit A-2.

3.4 MRES shall configure the AMI System to operate 24 hours per day continuously to the extent reasonably possible. On-call staff will provide support related to Member Program Design during MRES regular office hours (Monday – Friday 8:00 a.m. to 4:30 p.m. prevailing Central Time).

3.5 MRES shall use commercially reasonable efforts to cause the AMI System to be operational at all times, to minimize outage periods, and to schedule any necessary Planned Outages outside of MRES regular office hours (as identified in Section 3.4). MRES may schedule Planned Outages from time to time. In the event of a Planned Outage, MRES shall notify Member at least one hour in advance of the outage. Such Planned Outages shall avoid MRES regular office hours if reasonably possible. For the duration of any outage (including Planned Outages), MRES will not be liable for any failure of the AMI System to operate. MRES does not warrant or guarantee that the AMI System will be available at all times. MRES will not be liable for any unavailability or inoperability of the AMI System or the inability of Member to access the AMI System.

3.6 The AMI System shall be managed by MRES to the Member Program Design. Member will have the ability to access and control the AMI System; MRES will aid Member as reasonably requested with achieving the desired settings.

3.7 MRES shall make any adjustments to the Member Program Design as reasonably directed by Member. MRES will not make any changes to the Member Program Design without prior written notice from Member; provided however MRES may make any changes to the Member Program Design required by any third party vendor that provides products or services associated with the AMI Services.

3.8 MRES shall provide Member with secure access to the AMI System.

3.9 MRES shall notify Member of unresponsive or otherwise inoperable equipment that it can detect through the AMI System, based on the ability of the selected system to detect such equipment.

3.10 MRES shall make reasonable efforts to operate the AMI System consistent with the Member Program Design; however, MRES shall not be responsible or liable for any failure to operate the AMI System.

3.11 MRES shall integrate, work with, and support modules supported by any third party software vendor associated with the AMI Services. MRES shall make reasonable efforts to integrate third party vendor applications of Member; however, MRES makes no guarantee that such applications will integrate successfully and achieve the desired result of Member.

4. MEMBER RESPONSIBILITIES

4.1 Member shall install or cause to be installed the Member Equipment. All equipment and software shall be compatible with the Master Station and approved by MRES to be eligible for participation in the AMI System.

4.2 Member shall confirm that its billing system integrates with the data and format reported by the AMI System prior to implementation.

4.3 Member shall designate an individual employee to serve as its single point of contact to work with MRES during the implementation of the Member Equipment. Such employee shall have the authority to bind Member with respect to such matters.

4.4 Member shall provide at its sole cost all Member Equipment located on Member's side of the Point of Demarcation.

4.5 Member shall work with MRES to develop the Member Program Design. Member shall request any additions and/or updates to the Member Program Design in writing (including email).

4.6 Member shall maintain Member Equipment in good operating condition and shall make repairs to faulty equipment, RF communication problems, mesh network problems, and related issues located on Member's side of the Point of Demarcation.

4.7 Member shall perform initial acceptance testing of the system, satisfactory to MRES, prior to activating the system for production. The acceptance criteria are defined in Exhibit A-2.

4.8 Member shall make any vendor-recommended upgrade(s) to endpoint equipment necessary to ensure compatibility with the AMI System within three (3) months of notification, unless otherwise agreed by the Parties.

4.9 Member shall provide any necessary approvals to allow MRES the ability to read Member's net load.

4.10 Member shall provide adequate space and power for load meter reading equipment and communication networks.

4.11 Member shall make available current meter values for MRES to backhaul to the Master Station. Values shall be provided on a frequency of every five minutes or a multiple thereof.

5. FEES

5.1 In consideration for the Services described in this Appendix, Member shall pay MRES a one-time set up fee, annual fees, and per meter per month fees as described in Exhibit A-3. MRES reserves the right to annually change the annual fees and the per meter per month fees upon approval by the MRES Board of Directors, to reflect the infrastructure, vendor, staffing, support and other costs of MRES to provide the AMI Services. Any such change in fees shall be communicated to Member in writing on or before December 1 of each year, for any change taking effect the following January 1.

5.2 Member shall be responsible for all costs associated with its responsibilities described in this Appendix and the Agreement.

6. LICENSING

6.1 The AMI System contains and utilizes services and/or products provided to MRES by one or more third party vendors. This Appendix is subject to any agreements relating to any such third party services and products, including any restrictions on transferability or other limitations defined in the terms and conditions of the vendor agreements. Without limiting the generality of the foregoing, each Party agrees to comply with the terms set forth in Exhibit A-4.

IN WITNESS WHEREOF, the Parties hereto have caused this Appendix A to be executed by their officers, each hereunto duly authorized, on the date and year set forth below.

Benson Municipal Utilities

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

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT A-1
Points of Demarcation

To be defined after installation of equipment.

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EXHIBIT A-2
Program Configuration Acceptance Testing Criteria

Member Equipment shall not be accepted into Appendix A until it passes the following acceptance tests:

- Configuration test: Simulate various conditions to verify that software sends the correct signals and the devices communicate the correct return values.
- Communication test: Test normal and backhaul communications channels, including gateway failover procedures.

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EXHIBIT A-3
AMI Services Fees

One time set up fee	\$5,000 (at Member's option, this fee can be paid in one lump sum upon the commencement of the Agreement or in six annual installments of \$833.33 over the six-year term of the Agreement)
Annual fee	\$1,200 (Billed out in monthly \$100 increments)
Per meter per month fee	\$0.20 per meter per month

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EXHIBIT A-4
Vendor Software Licensing Information
(Cooper Power Systems)

The AMI Services are subject to certain provisions of the Enterprise Software License and Maintenance Agreement (the “SLA”) between Cooper Power Systems, as “Licensor”, and MRES, as “Licensee”, as described in Section 6.1 of Appendix A. The relevant provisions of the SLA are restated below for the convenience of Member. To the extent such provisions limit or restrict the rights and remedies of MRES with respect to the Licensed Software and services described in the SLA and Appendix A, such limits and restrictions shall also limit and restrict the rights and remedies of Member with respect thereto.

1. **WARRANTY**

Licensor warrants to Licensee that for a period of sixty (60) days from the date of shipment of the Licensed Software from Licensor to Licensee, the Licensed Software shall perform in substantial conformity with any specifications or performance criteria published in any Documentation provided by Licensor to Licensee with the Licensed Software (the “Specifications”). Licensor does not warrant that the use of the Licensed Software will be uninterrupted or error-free. Licensor warrants that the Licensed Software accurately receives, provides and processes date data, within from and between centuries, leap years and other years. Licensee shall have no rights with respect to the foregoing warranties and the warranties shall be deemed not to apply to Licensee unless: (i) the Licensed Software is used on the Designated System a) in a proper manner, b) in compliance with this Agreement and with all operating instructions, documentation, specifications, interfaces and requirements, and c) solely for use as required to operate the Licensed Software as set forth in the Documentation; (ii) no modifications or alterations to the Licensed Software have been made other than by Licensor or other than with Licensor’s prior written consent (provided, however, that no warranties shall apply to the product of Licensee’s designs, specifications, or instructions); (iii) no non-Licensor approved software has been installed onto the Licensor server, or any non-Licensor approved data insertion methods have been utilized, and (iv) no act or cause beyond the reasonable control of Licensor has occurred that was a substantial factor causing the failure of the Licensed Software to meet the warranty terms.

In the event that Licensee claims that Licensor has breached any of its obligations hereunder, Licensee’s sole and exclusive remedy for a breach of this limited warranty shall be that Licensor will at its option, either repair or replace any defective Licensed Software so that the Licensed Software performs in accordance with the warranties set forth above. Licensee and Licensor agree that in the event that Licensor determines that this exclusive remedy is unable to bring the Licensed Software into conformity with the warranty, Licensee’s exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion (application module, gateway, etc.) of the Licensed Software. In the event the nonconforming portion of the Licensed Software is the Licensor’s Server Software, Licensee’s exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion and all portions functionally dependent on the nonconforming portion of the Licensed Software. Licensor EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE LICENSED SOFTWARE OR THEIR USE BY LICENSEE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT LICENSEE OR ANY USER OF THE LICENSED SOFTWARE WILL ACHIEVE ANY PARTICULAR RESULT OR BENEFIT FROM THE USE OF THE PRODUCT LICENSED OR SERVICE RECEIVED HEREUNDER.

2. INFRINGEMENT

Licensor shall defend or settle, at its expense, any suit or proceeding brought against Licensee to the extent that it is based on a claim that any Licensed Software used within the scope of the license hereunder constitutes a misappropriation of a patent, and will pay any costs and damages finally awarded against Licensee in such action which are attributable to such claim or the amount of any final settlement, provided that: (a) Licensor is notified promptly in writing by Licensee of any notice of such claim and is given the exclusive authority required for the defense of such claims and reasonable assistance from Licensee in defending such claims, at Licensor's expense; and (b) should any Licensed Software become, or in Licensor's opinion is likely to become, the subject of any such claim, that Licensee shall permit Licensor either to procure for Licensee the right to continue using such program, to replace or modify the program so that it becomes non-infringing, or to grant Licensee credit for such Licensed Software on a five (5) year straight-line depreciated basis and accept its return. Licensor shall have no liability for any claim of infringement based upon the use of other than a current unaltered release of the Licensed Software, upon use or combination of the Licensed Software with other programs or upon a modification of the Licensed Software by any party other than Licensor without Licensor's prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR THE LICENSES GRANTED HEREUNDER.

3. LIMITATION OF LIABILITY

LICENSOR'S TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT IS LIMITED TO THE LICENSE FEES PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

4. CONSEQUENTIAL DAMAGES WAIVER

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR SUCH THIRD PARTY CAUSED DIRECTLY OR INDIRECTLY BY ANY BREACH OF THIS AGREEMENT OR THE PROVISION OF ANY LICENSED SOFTWARE, MATERIALS OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF OR INJURY TO EARNINGS, PROFITS OR GOODWILL, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY). THIS LIMITATION SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

5. CONFIDENTIALITY

Confidentiality shall be governed according to the Confidentiality and Non-Disclosure Agreement executed between MRES and Cooper Power Systems on March 3, 2010.

APPENDIX B
CDR SERVICES

The CDR Services described in this Appendix B constitute “Services” for all purposes under the Smart Grid Technology Services Agreement dated _____, 20__, between Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”) and Benson Municipal Utilities (“Member”). The CDR Services described in this Appendix are subject to the terms and conditions of the Agreement, and this Appendix is incorporated into the Agreement by this reference. All capitalized terms used in this Appendix shall have the meanings given them in the Agreement, unless otherwise expressly provided herein.

1. BACKGROUND

A. Member controls, or desires to control, some or all of its customer loads in order to reduce peak demand, save power supply or transmission expense, and operate a more efficient distribution system.

B. MRES recognizes the benefit of increased load control as a means to help reduce peak demand for those members of MRES with which MRES has a Power Sale Agreement, thereby potentially providing a benefit to all members through reduced rates charged under the Power Sale Agreements.

C. MRES has developed a CDR Program for the benefit of its members whereby MRES monitors participating member loads and implements control strategies on behalf of participating members for the purpose of reducing peak demand.

D. Member wishes to receive CDR Services from MRES as described in this Appendix, and MRES is willing to provide such services, subject to the terms and conditions of this Appendix and the Agreement.

2. DEFINITIONS

2.1 “CDR” means coordinated demand response.

2.2 “CDR Services” means the services provided by MRES as described in this Appendix.

2.3 “CDR System” means the overall CDR system, including without limitation the Member’s DR System, the Master Station, and the MRES Communication Equipment.

2.4 “DR” means demand response.

2.5 “Master Station” means the central server(s) hosting the DR software, located at MRES.

2.6 “Member’s DR System” means the DR equipment installed within Member’s distribution service area, including without limitation the following specific types of equipment: (a) CDR Submaster Station (optional), located within the Member’s distribution service area; (b) gateway, consisting of the hardware and software necessary for the Master Station to communicate with load control devices; (c) load control receivers; (d) smart thermostats; and (e) other measurement and verification equipment as appropriate.

2.7 “Member’s Program Strategy” means the rules as defined by Member for the CDR System to follow when implementing DR. The extent and syntax of these rules will be limited by the

particular CDR vendor system, the communication systems in place, and the DR equipment connected on the Member system.

2.8 “MRES Communication Equipment” means the equipment and systems owned by MRES and used by the CDR System to communicate information between the Master Station and the Member’s DR System.

2.9 “Planned Outage” means those times when MRES intentionally takes out of service the Master Station or MRES Communication Equipment.

2.10 “Point of Demarcation” means the boundary between MRES-owned equipment and Member-owned equipment as described in Exhibit B-1.

3. MRES RESPONSIBILITIES

3.1 MRES shall provide the following services related to CDR: centralized hardware and software setup; default Member’s Program Strategy; operation of Member’s Program Strategy; maintenance of Member’s Program Strategy within the CDR System; access to Member’s Program Strategy through a central web portal page as allowed by the CDR System; and training for Member related to these activities.

3.2 MRES shall manage the MRES Communications Equipment and related equipment from its central location to the Point of Demarcation, manage the CDR database and backups, and manage other CDR equipment requirements on an ongoing basis.

3.3 The CDR System shall be managed by MRES to the Member’s Program Strategy. Member will have the ability to override a control period or implement additional control periods based on the ability of the selected software.

3.4 If requested by Member, MRES shall review the Member’s Program Strategy with Member and make any adjustments as reasonably requested by Member. In the event Member desires to create a new Member’s Program Strategy, MRES will endeavor to meet such requests as described in Exhibit B-2. MRES will not make any changes to the Member’s Program Strategy without prior acknowledgement and confirmation from Member, in accordance with Exhibit B-2.

3.5 MRES shall provide Member with secure access to current system data.

3.6 Upon implementation of Member’s DR System, MRES shall work with Member to provide acceptance testing within the centralized CDR System.

3.7 MRES shall perform annual measurement and verification of proper system operation. MRES shall notify Member of unresponsive or otherwise inoperable equipment that it can detect through the CDR System, based on the ability of the selected system to detect such equipment.

3.8 MRES may schedule Planned Outages from time to time. In the event of a Planned Outage, MRES shall notify Member at least one hour in advance of the Planned Outage. Such Planned Outages shall avoid peak periods if reasonably possible. For the duration of a Planned Outage, MRES will not be responsible or liable for any failure to control load.

3.9 MRES shall make reasonable efforts to operate the CDR System consistent with the Member's Program Strategy; however, MRES shall not be responsible or liable for any failed operation or failure to control loads.

3.10 MRES shall provide to Member town gate load data and applicable trending of such data.

3.11 MRES shall develop and provide marketing materials, relevant to the CDR Program, for Member use and distribution.

4. MEMBER RESPONSIBILITIES

4.1 Member shall install or cause to be installed the Member's DR System. All equipment and software shall be compatible with the CDR System and approved by MRES to be eligible for participation in the CDR System.

4.2 Member shall designate an individual employee to serve as its single point of contact to work with MRES during the implementation of the Member's DR System. Such employee shall have the authority to bind Member with respect to such matters.

4.3 Member shall provide at its sole cost all equipment for Member's DR System located on the Member's side of the Point of Demarcation.

4.4 Member shall work with MRES to develop the Member's Program Strategy. Member shall request additions and/or updates to Member Program Strategies in accordance with Exhibit B-2.

4.5 Member shall perform initial acceptance testing of the system, satisfactory to MRES, prior to activating the system for production. The acceptance criteria are defined in Exhibit B-3.

4.6 Member shall maintain Member's DR System in good operating condition and shall make repairs to faulty equipment and internet connections located on Member's side of the Point of Demarcation.

4.7 Member shall make any vendor-recommended upgrade(s) to endpoint equipment necessary to ensure compatibility with the CDR System within three (3) months of notification, unless otherwise agreed to by the Parties.

4.8 Member shall provide any necessary approvals to allow MRES the ability to read Member's net load.

4.9 Member shall provide adequate space and power for load meter reading equipment and communication networks.

4.10 Member shall make available current meter values for MRES to backhaul to the Master Station. Values shall be provided on a frequency of every five minutes or a multiple thereof.

5. CDR SYSTEM OPERATION

5.1 Member shall provide MRES with information from the vendor of its DR System describing the available operating abilities.

5.2 Member shall provide current net load values on an ongoing, continuous basis for MRES to communicate to the Master Station.

5.3 Using the Member's Program Strategy, and any Member load information available, the CDR System will control the load, sending automated notifications to Member during control times.

6. FEES

6.1 In consideration for the Services described in this Appendix, Member shall pay MRES a one-time fee as defined in Exhibit B-4 to cover MRES infrastructure, vendor, staffing, support and other costs associated with the CDR Services. MRES reserves the right to also implement an annual fee upon approval by the MRES Board of Directors, to reflect added infrastructure, vendor, staffing, support and other costs of MRES to provide the CDR Services. Any such annual fee shall be communicated to Member in writing on or before December 1 of each year, for any fee taking effect the following January 1.

6.2 Member shall be responsible for all costs associated with its responsibilities described in this Appendix and the Agreement.

7. LICENSING

7.1 The CDR System contains and utilizes services and/or products provided to MRES by one or more third party vendors. This Appendix is subject to any agreements relating to any such third party services and products, including any restrictions on transferability or other limitations defined in the terms and conditions of the vendor agreements. Without limiting the generality of the foregoing, each Party agrees to comply with the terms set forth in Exhibit B-5.

IN WITNESS WHEREOF, the Parties hereto have caused this Appendix B to be executed by their officers, each hereunto duly authorized, on the date and year set forth below.

Benson Municipal Utilities

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

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT B-1
Points of Demarcation

To be defined after installation of equipment.

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EXHIBIT B-2
Program Strategies

This exhibit specifies the roles of MRES and Member when creating, updating or deleting a Member's Program Strategy in the CDR System centrally located at MRES headquarters.

Upon completion of the initial install, all updates made by MRES on behalf of Member, including changes, additional strategies, and deletion of existing strategies, will be made at the request and with the acknowledgement of Member.

1. MEMBER RESPONSIBILITIES

Member may request that changes be made to the Member's Program Strategy at any time. Such requests may be made verbally or in writing via email or United States mail; however, each verbal request must be acknowledged and confirmed in writing via email or United States mail by Member before MRES will make such change.

2. MRES RESPONSIBILITIES

MRES shall make requested changes to the Member's Program Strategy as soon as practicable after receipt of acknowledgement and confirmation by Member. MRES shall advise Member if additional information or setup is required before the change can be made.

EXHIBIT B-3
Acceptance Testing Criteria

Member's equipment shall not be accepted into Appendix B until it passes the following acceptance tests:

- Strategy test: Simulate various load conditions to verify that software sends the correct signals per Member's strategy(ies).
- Communication test: Test normal and back communications channels, including failover procedures.
- End-to-end test: Physical verification that several end-point receivers actually received the signal from the MRES system when under software control, including interruption of load.
- Dump test: Activate the system on each control group one at a time to verify the approximate expected response. Results will be approximate and will depend on weather conditions and the time of the day.

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EXHIBIT B-4
CDR Services Fees

One time fee	\$10,000 (at Member's option, this fee can be paid in one lump sum upon the commencement of the Agreement or in six annual installments of \$1,666.67 over the six-year term of the Agreement)
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EXHIBIT B-5
Vendor Software Licensing Information
(Cooper Power Systems)

The CDR Services are subject to certain provisions of the Enterprise Software License and Maintenance Agreement (the “SLA”) between Cooper Power Systems, as “Licensor”, and MRES, as “Licensee”, as described in Section 7.1 of Appendix B. The relevant provisions of the SLA are restated below for the convenience of Member. To the extent such provisions limit or restrict the rights and remedies of MRES with respect to the Licensed Software and services described in the SLA and Appendix B, such limits and restrictions shall also limit and restrict the rights and remedies of Member with respect thereto.

1. **WARRANTY**

Licensor warrants to Licensee that for a period of sixty (60) days from the date of shipment of the Licensed Software from Licensor to Licensee, the Licensed Software shall perform in substantial conformity with any specifications or performance criteria published in any Documentation provided by Licensor to Licensee with the Licensed Software (the “Specifications”). Licensor does not warrant that the use of the Licensed Software will be uninterrupted or error-free. Licensor warrants that the Licensed Software accurately receives, provides and processes date data, within from and between centuries, leap years and other years. Licensee shall have no rights with respect to the foregoing warranties and the warranties shall be deemed not to apply to Licensee unless: (i) the Licensed Software is used on the Designated System a) in a proper manner, b) in compliance with this Agreement and with all operating instructions, documentation, specifications, interfaces and requirements, and c) solely for use as required to operate the Licensed Software as set forth in the Documentation; (ii) no modifications or alterations to the Licensed Software have been made other than by Licensor or other than with Licensor’s prior written consent (provided, however, that no warranties shall apply to the product of Licensee’s designs, specifications, or instructions); (iii) no non-Licensor approved software has been installed onto the Licensor server, or any non-Licensor approved data insertion methods have been utilized, and (iv) no act or cause beyond the reasonable control of Licensor has occurred that was a substantial factor causing the failure of the Licensed Software to meet the warranty terms.

In the event that Licensee claims that Licensor has breached any of its obligations hereunder, Licensee’s sole and exclusive remedy for a breach of this limited warranty shall be that Licensor will at its option, either repair or replace any defective Licensed Software so that the Licensed Software performs in accordance with the warranties set forth above. Licensee and Licensor agree that in the event that Licensor determines that this exclusive remedy is unable to bring the Licensed Software into conformity with the warranty, Licensee’s exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion (application module, gateway, etc.) of the Licensed Software. In the event the nonconforming portion of the Licensed Software is the Licensor’s Server Software, Licensee’s exclusive remedy shall be to terminate this Agreement and receive a refund from Licensor of the license fee previously paid to Licensor for the nonconforming portion and all portions functionally dependent on the nonconforming portion of the Licensed Software. Licensor EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN RELATION TO THE LICENSED SOFTWARE OR THEIR USE BY LICENSEE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT LICENSEE OR ANY USER OF THE LICENSED SOFTWARE WILL ACHIEVE ANY PARTICULAR RESULT OR BENEFIT FROM THE USE OF THE PRODUCT LICENSED OR SERVICE RECEIVED HEREUNDER.

2. INFRINGEMENT

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3. LIMITATION OF LIABILITY

LICENSOR'S TOTAL LIABILITY TO LICENSEE UNDER THIS AGREEMENT IS LIMITED TO THE LICENSE FEES PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

4. CONSEQUENTIAL DAMAGES WAIVER

IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR SUCH THIRD PARTY CAUSED DIRECTLY OR INDIRECTLY BY ANY BREACH OF THIS AGREEMENT OR THE PROVISION OF ANY LICENSED SOFTWARE, MATERIALS OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF OR INJURY TO EARNINGS, PROFITS OR GOODWILL, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY). THIS LIMITATION SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

5. CONFIDENTIALITY

Confidentiality shall be governed according to the Confidentiality and Non-Disclosure Agreement executed between MRES and Cooper Power Systems on March 3, 2010.

City of Benson, Minnesota

Social Media Policy

Purpose

Social networking in government serves two primary functions: to communicate and deliver messages directly to citizens and to encourage citizen involvement, interaction, and feedback. Information which is distributed via social networking must be accurate, consistent, and timely and meet the information needs of the City's customers. Since social media is used for social networking, this policy seeks to ensure proper use of the City of Benson's social media sites by its representatives.

The City has limited control of social media accounts with third parties (i.e., Facebook, Twitter, etc.). At the same time, there is a general expectation by the public that this City have a social media presence by which to share information about current city projects and city business. For municipal purposes, the City's social media accounts will be used for incidental, non-vital communication and general information only. It is not the purpose of the city's social media accounts to be a medium for transactions of city business. The one exception is in the case of a natural or man-made disaster, if it is determined by the City that the best means of communicating with the public is through the social media account(s).

The City of Benson wishes to establish a positive and informative social media presence. City representatives have the responsibility to use the City's social media resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies. ~~This policy also provides guidelines and standards for city representatives regarding the use of social media for communication with residents, colleagues and all other followers.~~

Policy

The City of Benson will determine, at its discretion, how its web-based social media resources will be designed, implemented and managed as part of its overall communication and information sharing strategy. ~~City social media sites may be modified or removed by the City at any time and without notice, as described in this document.~~

City of Benson social media accounts are considered a City asset and administrator access to these accounts must be securely administered in accordance with the City's Computer Use policy. The City reserves the right to shut down any of its social media sites or accounts for any reason without notice.

All social media web sites created and utilized during the course and scope of an employee's performance of his/her job duties will be identified as belonging to the City of Benson, including a link to the City's official web site. The City of Benson does not create or maintain social media accounts for its elected officials.

Scope

This policy applies to any existing or proposed social media web sites sponsored, established, registered or authorized by the City of Benson. The City's social media accounts are exclusively the following:

1. City of Benson Facebook account at CityofBensonMN
2. City of Benson Twitter account at @BensonMN

~~This policy also covers the private use of the City's social media accounts by all City representatives, including its employees and agents, Council members, appointed board or commission members and all public safety volunteers to the extent it affects the City. The City does not create, collect, disseminate, or regulate use of any other social media accounts, including the personal accounts of its elected officials and staff.~~ Questions regarding the scope of this policy should be directed to the City Manager.

Definition

Social media are internet and mobile-based applications, websites and functions, other than email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any imaginable topic. This may be referred to as “user-generated content” or “consumer-generated media.”

Social media includes, but is not limited to:

- Social networking sites such as Facebook, LinkedIn, Twitter, ~~and Nextdoor, and online dating services/mobile apps~~
- Blogs
- Social news sites such as Reddit and BuzzFeed
- Video and photo sharing sites such as YouTube, Instagram, SnapChat, and Flickr
- Wikis, or shared encyclopedias such as Wikipedia
- An ever emerging list of new web-based platforms generally regarded as social media or having many of the same functions as those listed above

As used in this policy, “employees and agents” means all City representatives, including its employees and other agents of the city, such as independent contractors or Council members.

“Social media manager” means any city employee or agent with administrator access who, when posting or responding to a post, appears to be the City social media account owner.

Rules of Use

~~City employees and agents with administrator access~~ social media managers are responsible for managing social media accounts or websites.

Facilities or departments wishing to have a new social media presence must initially submit a request to the City Manager in order to ensure social media accounts are kept to a sustainable number and policies are followed. All approved sites will be clearly marked as the City of Benson site and will be linked with the official City website (www.Bensonmn.org). No one may

establish social media accounts or websites on behalf of the City unless authorized in accordance with this policy.

Administration of all social media web sites must comply with applicable laws, regulations, and policies as well as proper business etiquette.

City social media accounts accessed and utilized during the course and scope of an employee's performance of his/her job duties may not be used for private or personal purposes or for the purpose of expressing private or personal views on personal, political or policy issues or to express personal views or concerns pertaining to City employment relations matters.

No social media website may be used by the City or any City employee or agent to disclose private or confidential information. No social media web site should be used to disclose sensitive information; if there is any question as to whether information is private, confidential or sensitive, contact the City Manager.

When using social media sites as a representative of the City, employees and agents will act in a professional manner. Examples include but are not limited to:

- Adhere to all City personnel and Computer Use policies
- Use only appropriate language

Be aware that content will not only reflect on the writer but also on the City of Benson as a whole, including elected officials and other city employees and agents. Make sure information is accurate and free of grammatical errors.

- Not providing private or confidential information, including names, or using such material as part of any content added to a site.
- Not negatively commenting on community partners or their services, or using such material as part of any content added to a site.
- Not providing information related to pending decisions that would compromise negotiations.
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases.
- Always keep in mind the appropriateness of content.
- Comply with any existing code of ethical behavior established by the City.

Where moderation of comments is an available option, comments from the public will be moderated by City staff, with administrative rights, before posting. Where moderation prior to posting is not an option, sites will be regularly monitored by City staff.

City of Benson's staff with administrative rights will not edit any posted comments. However, comments posted by members of the public will be removed if they are abusive, obscene, defamatory, in violation of the copyright, trademark right or other intellectual property right of any third party, or otherwise inappropriate or incorrect. The following are examples of content that may be removed by City staff before or shortly after being published:

- Potentially libelous comments
- Obscene or racist comments

- Personal attacks, insults, or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion

Personal Social Media Use

The City of Benson respects employees and agents' rights to post and maintain personal websites, blogs and social media pages and to use and enjoy social media on their own personal devices during non-work hours. The City requires employees and agents to act in a prudent manner with regard to website and internet postings that reference the City of Benson, its personnel, its operation or its property. Employees, agents, and others affiliated with the City may not use a city brand, logo or other city identifiers on their personal sites, nor post information that purports to be the position of the City without prior authorization.

City employees and agents are discouraged from identifying themselves as city employees when responding to or commenting on blogs with personal opinions or views. If an employee chooses to identify him or herself as a City of Benson employee, and posts a statement on a matter related to City business, a disclaimer similar to the following must be used:

“These are my own opinions and do not represent those of the City.”

Occasional access to personal social media websites during work hours is permitted, but employees and agents must adhere to the guidelines outlined in the City's Computer Use policy and the City's Respectful Workplace policy. Employees and agents should also review the Data Ownership section of this policy (below).

There may be times when personal use of social media (even if it is off-duty or using the employee's own equipment) may spill over into the workplace and become the basis for employee coaching or discipline. Examples of situations where this might occur include:

- Friendships, dating or romance between co-workers
- Cyber-bullying, stalking or harassment
- Release of confidential or private data; if there are questions about what constitute confidential or private data, contact the City Manager.
- Unlawful activities
- Misuse of city-owned social media
- Inappropriate use of the city's name, logo or the employee's position or title
- Using city-owned equipment or city-time for extensive personal social media use

Each situation will be evaluated on a case-by-case basis because the laws in this area are complex. If you have any questions about what types of activities might result in discipline, please discuss the type of usage with the City Manager.

Data Ownership

All social media communications or messages composed, sent, or received on city equipment in an official capacity are the properties of the City and will be subject to the Minnesota Government Data Practices Act. This law classifies certain information as available to the public upon request. The City of Benson also maintains the sole property rights to any image, video or audio captured while a City employee is representing the City in any capacity. As no transactions of city business shall be conducted through social media accounts (outside of disasters), in accordance with the City's records retention schedule, the City shall retain all social media messages only until read.

The City retains the right to monitor employee's social media use on city equipment and will exercise its right as necessary. Users should have no expectation of privacy. Social media is not a secure means of communication.

Policy Violations

~~Violations of the Policy will subject the employee to disciplinary action up to and including discharge from employment.~~

Adopted by the Benson City Council on ~~May 6, 2019~~ August 1, 2022.