

**City Council Regular Meeting Agenda**  
**City Council Chambers**  
**August 6, 2012**

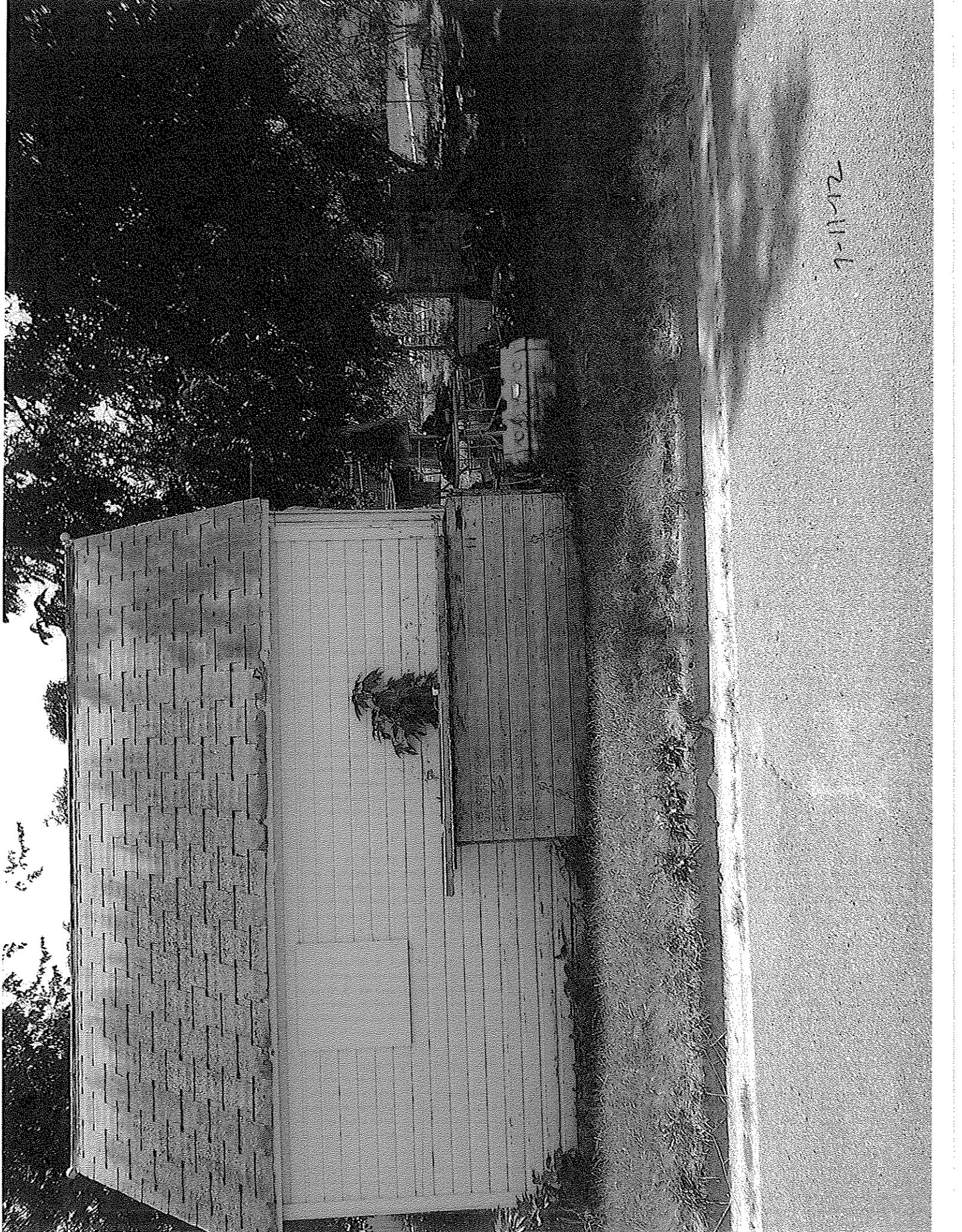
5:30 p.m. Call the Meeting to Order at City Hall (Mayor)

1. Public Hearing to determine a Public Nuisance at 516 – 15<sup>th</sup> St. N.
2. Persons with Unscheduled Business to Come Before the City Council (Mayor)
3. Review the Consent Agenda: (Mayor) Canary
  - a. Minutes:

4-6	▪ 7.16.12	City Council Meeting
7-8	▪ 7.12.12	Safety Committee Meeting
9-10	▪ 5.18.12	EDA Meeting
11	▪ 7.2.12	Planning Commission Meeting
12-13	▪ 7.19.12	EDA Meeting
  - b. Correspondence:

14-17	▪ Secretary Chu PMA Response
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  - c. Applications:

	▪ Vacancies on Boards & Commissions:
	▪ Airport Advisory – 1
	▪ Park Board – 2
  - d. Overnight Travel:
4. 18-21 1981 Community Development Loans – Pat Walsh Letter
5. 22-25 Second Reading of an Ordinance to Amend Chapter 93: Nuisances
6. 26-28 Got 2B Safe Proclamation
7. 29-33 Small Cities Grant Application – UMVRDC
8. Discussion: Commercial Storm Sewer Rates
9. 34-36 City Hall HVAC and Roof
10. Adjourn: Mayor



7-11-12



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO ABATE NUISANCE AND ASSESS COSTS.**

WHEREAS, the City Council has heard the report of the City Building Inspector regarding nuisance conditions on the property located at 516 15<sup>th</sup> St. N. in Benson, Minnesota, legally described as Lot 6, Block 3, Railway Second Addition to the City of Benson, Swift County, Minnesota,

WHEREAS, the City Council has reviewed said report, and based on this report makes the following findings of fact:

1. The owners of record of the above described property are Jesse Knuteson and Amanda Petersen of Benson, MN.
2. On May April 4, 2012, Mr. Knuteson and Ms. Petersen were sent a notification to correct a public nuisance by removing the trash, junk and worthless or unused materials from their property at 516 15<sup>th</sup> St. N. in Benson within 14 days of his receipt of the notice. These conditions are evidenced by photographs included as part of the public record.
3. On June 26, 2012, Mr. Knuteson and Ms. Petersen were sent a second notice which included pictures of the nuisance conditions and listed a deadline of 12:00 Noon on July 10, 2012 for removal of the nuisance conditions. This letter also contained notice of the public hearing to take place on August 6, 2012 at 5:30 PM.
4. The conditions present on the above described property constitute a public nuisance as defined in Chapter 93 of the City of Benson Code of Ordinances.
5. As of August 6, 2012, the nuisance conditions still exist on the above described property.

NOW THEREFORE, pursuant to Chapter 93 of the City of Benson Code of Ordinances, The City Council of the City of Benson, Minnesota resolves:

1. That a public nuisance exists on the above described property.
2. That unless the public nuisance conditions are removed by \_\_\_\_\_, 2012, the City of Benson will hire a contractor to remove and/or abate the nuisance conditions. Any content removed from the property in this manner will be disposed of at a proper landfill

or similar site.

3. That the costs incurred by the City of Benson relating to the removal and/or abatement of the nuisance conditions be assessed against the above described property.
4. That the reasonable minimum amount of this special assessment is \$\_\_\_\_\_.

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

Approved:

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_

**Draft**

**MINUTES - BENSON CITY COUNCIL - SPECIAL MEETING  
JULY 16, 2012**

The meeting was called to order at 5:30 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Mike Fugleberg, Ben Hess, Gary Landmark and Sue Fitz. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Fire Chief Mark Schreck, Public Works Director Elliot Nelson and Coalition of Greater Minnesota Cities Representative Joe Sullivan.

There was no one with unscheduled business for the Council.

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

- June 25, 2012 City Council Meeting
- July 9, 2012 Special City Council Meeting
- July 9, 2012 Park Board Meeting

Wolfington explained a letter from the State Demographer's office. The population estimates are used in a number of state aid programs including Local Government Aid.

The next letter of correspondence was from the League of Minnesota Cities explaining their dues increase for 2013. Wolfington stated due to the economy, the League has not raised their dues for several years.

Pioneerland Library System sent a letter stating the 2013 funding request will increase 3% of the 2012 funding request.

Joe Sullivan from the Coalition of Greater Minnesota Cities (CGMC) addressed the Council, sharing what the CGMC has been working on over the past year, and plans for the following year.

Fire Chief Schreck thanked the Council for the recent purchase of the new Fire Truck. He stated he had the new water truck on display outside City Hall. The Mayor declared a recess at 5:48 p.m. to go and look at the new water truck. The meeting was reconvened at 5:58 p.m.

Wolfington presented a renewed lease agreement with the Shamrock Hest Riding Club for the land they use west of the Civic Center. This lease comes due every five years. It was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the new lease with Shamrock Hest Riding Club.

Next there was a request from the "Hands for Hospice" to block off the street north of Roosevelt Park for their motorcycle fundraising event. It was moved by Hess, seconded by Landmark and carried unanimously to approve closing off the street between 13<sup>th</sup> & 14<sup>th</sup> Street North on Nevada Avenue for the "Hands for Hospice" event.

Nelson presented and reviewed TKDA's bid tally for the bids taken for the airport hangar bids opened last week. Federal & State aid will pay 90% of the costs of building the hangar. The bid results are as follows:

Everstrong Construction, Inc. \$360,438.75  
Ebert Inc., DBA Ebert Construction - \$399,381.98  
Eagle Construction Co. - 404,908.00  
Larson Contracting Central LLC - \$449,463.00

There will be an additional bituminous expense to the project. The project will exceed budgeted funds by \$29,000.00. There was discussion on funding the project, and staff indicated that funds could be redistributed in the General Capital Outlay fund to accommodate the project. It was moved by Landmark, seconded by Hess and carried unanimously to accept the bid from Everstrong Construction, Inc. in the amount of \$360,438.75.

Next Wolfington presented a language change to the nuisance ordinance to include notifications to tenants and land owners in the event of a violation. It was moved by Hess, seconded by Fugleberg and carried unanimously to approve the 1<sup>st</sup> Readings of An Ordinance to Amend Chapter 93: Nuisances.

Councilmember Hess offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT  
WITH THE STATE OF MINNESOTA TO PROVIDE  
PUBLIC TRANSPORTATION SERVICE IN THE CITY OF BENSON  
(RESOLUTION NO. 2012-16)**

Resolved that the City of Benson, MN to enter into an Agreement with the State of Minnesota to provide public transportation service in the City of Benson.

Further resolved that the City of Benson agrees to provide a local share of 20% percent of the total operating cost and 20% of the total capital costs.

Further resolved that the City of Benson authorizes the City Manager and the City Clerk to execute the aforementioned Agreement and any amendments thereto.

Council member Fitz seconded the foregoing Resolution and the following vote was recorded: AYES: Fugleberg, Hess, Fitz, Landmark, Kittelson. NAYS: None. Whereupon, the Mayor declared Resolution No. 2012-16 duly passed and adopted.

Councilmember Hess offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING SUBMITTAL OF REDEVELOPMENT  
GRANT PROGRAM APPLICATION AND COMMITTING FUNDS  
(RESOLUTION NO. 2012-17)**

BE IT RESOLVED that the City of Benson act as the legal sponsor for project(s) contained in the Redevelopment Grant Program to be submitted on August 1, 2012 and that City Manager, Rob Wolfington is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Benson, MN.

BE IT FUTHER RESOLVED that the City of Benson has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

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

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Benson may enter into an agreement with the State of Minnesota for the above referenced project(s), and that the City

of Benson certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Manager, are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Council member Landmark seconded the foregoing Resolution and the following vote was recorded: AYES: Fugleberg, Hess, Fitz, Landmark, Kittelson. NAYS: None. Whereupon, the Mayor declared Resolution No. 2012-17 duly passed and adopted.

Councilmember Fitz offered the following Resolution and moved its adoption:

**RESOLUTION AMENDING ANNUAL RATE RESOLUTION TO SET PENALTY FOR  
FIRST CITATION OF CHAPTER 95: ABANDONED AND OTHER NUISANCE VEHICLES  
ORDINANCE  
(RESOLUTION 2012-18)**

Resolved that the City of Benson has adopted an Abandoned and Other Nuisance Vehicles Ordinance to keep from accumulations of un-licensed, non-functioning or junk vehicles in the City of Benson, and

Further resolved there is a process set forth in the Abandoned and Other Nuisance Vehicles Ordinance for the removal of such vehicles, and

Further resolved that the City Council is to set a penalty amount for the first citation of said Ordinance.

Now, therefore be it finally resolved that the City Council set a penalty of \$25.00 for the first citation issued to violators of Chapter 95: Abandoned and Other Nuisance Vehicles Ordinance.

Council member Fugleberg seconded the foregoing Resolution and the following vote was recorded: AYES: Fugleberg, Hess, Fitz, Landmark, Kittelson. NAYS: None. Whereupon, the Mayor declared Resolution No. 2012-18 duly passed and adopted.

Next Pederson reviewed the 2011 Fire Relief Association Annual Audit with the Council.

Pederson presented to the City Council the results of a study done by Design Tree Engineering Inc., on City Hall's heating, ventilating and air conditioning (HVAC). Earlier this summer, one of the five air conditioning units installed in 1976 broke down. After discussing the 4 options presented by Design Tree, and discussion of the condition of City Hall, it was decided option 1 for \$70,000.00 was the most affordable. Pederson stated he would like to wait and get specs from Missouri River Energy Services before bidding out to the local vendors. He would like to have the project done before winter.

The Council reviewed the June 2012 budget report.

Pederson presented a pay request to update the AS400 mainframe computer. He stated our current maintenance agreements with the AS400 are soon up for renewal. He stated there are upgrades that need to be done to the system in order for it to continue to run our accounting, payroll and utility billing software. It was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the pay request in the amount of \$5,229.00 to upgrade the AS400.

It was moved by Landmark, seconded by Hess and carried unanimously to approve bills and warrants in the amount of \$792,751.42.

There being no other business, it was moved by Landmark, seconded by Fugleberg and carried unanimously to adjourn the meeting at 6:33 p.m.

v  
7/18/12

**Safety Committee Meeting**  
**Thursday, July 12, 2012**  
**9 AM**

**Members Present:** Wade Ascheman, Elliot Nelson, Rob Wolfignton, Mike Hoffman, Gary Searcy, John Goulet

**Members Absent:** Mike Jambor, Tim O'Connor

**Also Present:** Paul Larson for Mike Jambor

**Old Business**

1. Check lists were turned in from Water Dept., Parks, Streets and Power Plant with no known issues. The Line Department replaced a sling for pulling poles. Transit had a tailgate meeting on speed and complete stops at stop signs and railroad tracks. There were no check lists from the Wastewater Department, or Liquor Store.
2. The committee reviewed the joint safety class with the County on May 17 & 18, 2012. There were a lot of people there. Most of the people were from the County, which was very cost effective. There were positive and negative feedback. Most everyone likes the fire extinguisher part of the class.
3. After the Safety Picnic on May 21, Mike conducted a tailgate chainsaw class. Mike stated they have put together enough duffle bags of gear to equal the number of chainsaws we have, which include chaps, head & hearing protection and eye protection. The next round of classes available for the new lineman will be this fall or winter.
4. Val stated Gary had installed an eye wash station on the outside of the pool by the new chlorine tanks. Signage is correct on the buildings. Val stated they have been having trouble with Hawkins Chemical providing MSDS sheets. She has contacted the company with little success. She will continue to find the remaining MSDS either on line or from the Company.

**New Business**

1. There was one incident of a Parks employee mowing in the long grass by the walking trail on the south side of highway 9 across from Ambush Park. The fire extinguisher fell off in the long grass, and the employee ran over the extinguisher laying in the long grass. Once it was hit, the extinguisher medium flew everywhere. The employee had trouble breathing after the incident. She was taken in for medical evaluation. She returned to work the following day.

2. Rob spoke to the Committee about staying hydrated and taking breaks in the hot weather. There have been water and Gatorade delivered to public works, and also a cool down station set up at the Liquor Store as a place to cool down and rehydrate.

**Other Business**

1. The street Department has purchased a new chain that has been tested and rated.

There being no other business, the meeting was adjourned at 9:20 a.m.



## **EDA Regular Meeting May 18, 2012**

**Members Present:** Paul Estenson , Jon Buyck, Leroy Noreen, Rick Horecka,  
**Members Absent:** Paul Kittelson, Mike Fugleberg, Elaine Mitteness  
**Also Present:** Rob Wolfington, Glen Pederson

Chairman Estenson called the meeting to order at 12:25 p.m.

A motion was made by Noreen, seconded by Buyck and passed unanimously to approve the March 15, 2012 minutes.

### **Benson Market South Update**

Wolfington told the Board the deed is filed for this property. An eviction notice has been served to the renter of the bins on the property. If the bins are not removed from the property, the City will remove them and renovate the property. There are people interested in purchasing the bins.

At the last City Council meeting, the Council directed Wolfington to obtain costs in purchasing and removing the Glacial Plains building on Hwy. 9 West, and the Glacial Plains property east of the old Benson Market building. Wolfington stated he would like to create green space in these areas.

### **Joint BIDC – EDA Meeting**

BIDC members have expressed an interest in working together to help promote local business. EDA members Horecka and Estenson agreed to meet with the BIDC. The BIDC members have expressed no interest in dissolving, but to reorganize and become more relevant.

### **Business Expansions**

SpecSys has done some financing and expansion. Agvise is into another expansion, with possible future expansion. John Deere is talking about an expansion, and are in their preliminary stages of planning. The hospital expansion is moving forward.

### **Future Products**

The CD used as collateral has been collected and applied to the loan balance.

### **Loan Profile**

Pederson updated the Board on un-collectible accounts amounting to \$165,134.00 plus 10% or \$43,846.00 on other loans. After discussion, it was moved by Horecka, seconded by Buyck and carried unanimously to remove the Aeikens, Nordby and TEK loans from the books. It was noted Ron Carlson has not made any payments on his EDA loan.

### **Other Business**

Kristy from CASE is doing a tour of Benson with Rob.

SpecSys has on open house in Granite Falls. Any EDA member is welcome to go.

There was a motion by Noreen, second by Buyck and passed unanimously to adjourn the meeting at 12:39 p.m.

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Chairman

Attest: \_\_\_\_\_  
Secretary

**MINUTES – BENSON PLANNING COMMISSION – REGULAR  
MEETING**

**JULY 2, 2012 AT 12:00 NOON**

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

**Members Absent:** David Stewart

**Also Present:** Rob Wolfington and Mike Jacobson

**Review Minutes**

The June 4, 2012 Planning Commission minutes were reviewed. There was a motion by Schreck to approve the minutes, second by Gonnerman. The motion passed unanimously.

**Benson Family Dental Preliminary Expansion Plans**

Rob explained Dr. Hilleran's plans add onto the existing dental office. There are concerns about required dedicated parking for patients, which the business owner needs to have control of. There are thoughts on them obtaining or using some of the public parking lot space between their current building and the armory. There was more discussion on the project.

**Update on City Projects**

Rob discussed current projects going on in the City. Some of the items discussed were Benson Market South, old lumber yard on east hwy 12, underground electric project on west hwy 12, and others.

**Adjournment**

There was no other business, and the meeting was adjourned.

## **EDA Regular Meeting**

### **July 19, 2012**

**Members Present:** Paul Kittelson, Jon Buyck, Elaine Mitteness, Rick Horecka,  
**Members Absent:** Paul Estenson, Mike Fugleberg, Leroy Noreen  
**Also Present:** Rob Wolfington, Ben Wilcox, Belinda Sanders

EDA Board Member Buyck called the meeting to order at 12:25 p.m.

A motion was made by Kittelson, seconded by Mitteness and passed unanimously to approve the May 18, 2012 minutes.

#### **Joint BIDC – EDA Meeting**

Wolfington shared with the Board discussions from the meeting with the BIDC on May 25, 2012, and presented the minutes taken at the meeting. He felt it was a fruitful meeting, with a wide range of discussion on various topics facing city development. They hope to have another meeting at the end of summer.

#### **Update on Central Business District Improvements**

Wolfington stated the City is in the process of looking at possibly purchasing property east of the old Benson Market sight. This area extends from the Benson Market sight east to across from the Benson Liquor Store. Also of interest is the old lumber yard property west on highway 9.

The underground electric project is in full swing on east Hwy 12.

Benson Market South has had the asbestos study done. There are hopes to start tearing the old buildings down later this summer. Wolfington stated he is applying for a DEED Grant for redevelopment of the old creamery. He is working on a redevelopment plan, and hopes for monetary support from the BIDC as well.

#### **Water Filter Plant**

After three years, the new Water Filter Plant is complete. There is plenty water pumping capacity for future expansions in the City, which is also a good economic development tool.

#### **Loan Application**

Wolfington stated he received a loan application yesterday from Jack Evenson at K-Bid. Jack has received a partial loan from the County RDC, and is looking to fill the 19% gap needed for this loan. He plans to add a 30' x 40' addition on to his current building, and add a large door for easy merchandise loading & unloading at 503 – 14<sup>th</sup> St. S., where he currently has his K-Bid and used car business. Evenson explained his business to the Board, and how he hopes to add employees. Board member Horecka called for a loan committee to meet at the end of today's meeting to review the loan application. Horecka, Kittelson and Buyck agreed to be on the loan committee.

**Northview Town Homes**

Wolfington stated they were built 15 years ago. They were in a TIF district and have paid off the property. They are now going up for sale for \$675,000.00 per unit.

There was a recess at 1:00 for the loan committee to review the Evenson loan application.

The meeting reconvened at 1:16 pm. The loan committee recommended board approval for Jack Evenson's loan. It was moved by Horecka to approve Jack Evenson's loan for \$21,062.00. Interest will be at 4%, over 10 years with a 5 year balloon. The EDA would have 3<sup>rd</sup> position on the real estate, and all zoning requirements must be met. Payment is to begin 90 days after the loan is filed. There was a second by Kittelson. The motion carried unanimously.

There was a motion by Horecka, second by Mitteness and passed unanimously to adjourn the meeting at 1:18 p.m.

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary



Department of Energy  
Washington, DC 20585

July 16, 2012

Val = CC Aug 6

Ellen \_\_\_\_\_

Elleot \_\_\_\_\_

Rob W July 29, 12

Mayor Paul Kittelson  
City of Benson  
1410 Kansas Avenue  
Benson, MN 56215

Dear Mayor Kittelson:

*Response to Resolution of Memo  
to Joe Energy Directed by CC.*

Thank you for your letter of May 24, 2012 and your support for the Department of Energy's (DOE) Power Marketing Administrations (PMAs). Secretary Chu has asked me to respond on his behalf to your thoughts regarding his March 16, 2012, memorandum ("Memo") setting forth his "foundational goals" for the PMAs.

We are strongly committed to pursuing meaningful collaboration with stakeholders, including ratepayers and Congress, regarding the issues raised in the March 16 memo. In fact, we have already scheduled six public meetings in the service territory of the Western Area Power Administration regarding these matters. We will learn from these meetings, and intend to move sequentially, assessing our approach to the other PMAs in light of our experience with WAPA.

As of July 6, 400,000 customers remained without power in sweltering heat due to the June 29, 2012 *derecho* storm that swept through the mid-Atlantic and East Coast. Blackouts not only cause significant economic losses, they are also a threat to human health, especially when they occur during extreme weather events.

*Problems  
in EAST  
COAST  
- San Diego  
- S. California*

The September, 2011, blackout in Southern California near San Diego resulted in a loss of power to 4 million consumers. A recent FERC/NERC Report on that blackout underscored the need for better collaboration among those operating the grid. The Report highlights the similarity of those causes with the causes of the great Northeast blackout of August 14, 2003. The San Diego blackout is a good example of what can happen when our Nation's electric sector is slow to respond to needed reforms.

Our Nation cannot afford to continue to have cascading blackouts such as what happened in Southern California or the Northeast. We need a bold response to our aging infrastructure. But, the system's age is not the only factor driving the need for action: changes in technology, in the economy, in fuel types, in law and in weather patterns are forcing the electric sector to change the way it does business.

The Federal government—through the PMAs—owns and operates a substantial amount of transmission infrastructure. Reducing the risk of blackouts necessarily involves cooperative action by all who operate the interconnected grid, but the need for cooperation is especially important for the PMAs. Transmission operators typically serve

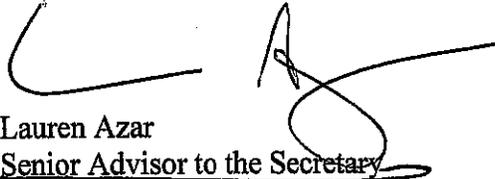


contiguous, not overlapping, territories. However, in many states, the PMAs operate lines that overlap the service territories of other utilities. Because of this unique position, the Secretary is challenging the PMAs to be leaders in this effort where appropriate, to enhance the reliability of the grid system that is critical to our nation's economic competitiveness and to the safety of our citizens. This must be accomplished within the PMA's statutory confines and with the appropriate allocation of any costs incurred. 

The Secretary takes very seriously the responsibility vested in the Department of Energy to address the nation's energy issues while also overseeing the PMAs. As articulated in the Memo, we will comply with all applicable laws relating to the rates for the sale of electricity to preference customers, which include cost-based rate structures. Indeed, maintaining cost-based rates is consistent with the overall goal of the Memo and of DOE: to minimize electricity bills for consumers while remaining competitive in a global economy.

Thank you for your interest in the PMAs. We very much look forward to working with you.

Sincerely,



Lauren Azar  
Senior Advisor to the Secretary

 cc: Anthony H. Montoya  
Acting Administrator, WAPA

CITY OF



MINNESOTA

To: U. S. Department of Energy/Western Area Power Administration Joint Outreach Team

From: Benson Municipal Utility

Date: July 30, 2012

RE: Response to the U.S. Department of Energy Secretary Steven Chu's "Defining the Future Initiative"

Our publicly owned utility, Benson Municipal Utility, receives a portion of our power supply through a long-term contract with the Western Area Power Administration (WAPA) Upper Great Plains Region (UGPR). Missouri River Energy Services (MRES) provides the remaining requirements above the WAPA portion.

Benson Municipal Utility takes pride in providing reliable electric service at the lowest reasonable cost, consistent with good environmental stewardship. As a representative of the Benson Municipal Utility, I would like to express some concerns about some recent action proposed by U.S. Energy Secretary Steven Chu that would threaten to increase the cost of our power, and increase electricity rates in our community.

On March 16, 2012, Secretary Chu sent a memorandum to WAPA, and other power marketing administrations (PMA), directing them to change their fundamental and long-successful purpose to include a wide variety of new programs. Secretary Chu wants the PMAs to "play a leadership role" by offering incentives for energy efficiency, and making investments in transmission for the purpose of integrating renewables in the market.

First, our community questions the need for such new programs by the Department of Energy (DOE). Many of these efforts – such as increasing energy efficiency, and demand response, and integrating renewable resources – have already been initiated years ago by our utility through the assistance of WAPA and our supplemental supplier MRES. As an example, in 2011, our

1410 KANSAS AVE. • BENSON, MINNESOTA 56215

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City Fax: 320-842-7151

Municipal Utilities: 320-843-3707

[WWW.BENSONMN.ORG](http://WWW.BENSONMN.ORG)

E-MAIL: [STAFF@BENSONMN.ORG](mailto:STAFF@BENSONMN.ORG)

customers received \$30,364.53 in energy efficiency incentives through Bright Energy Solutions which resulted in 114.65 kW of savings and 615,027 kWh savings. Furthermore, with WAPA UGPR providing a fixed amount of power and energy, demand-side management activities do not reduce WAPA UGPR obligations but instead impact the supplemental supplier such as MRES.

More importantly, we are very concerned that many of the changes proposed by Secretary Chu would force the PMA customers to pay for changes that could benefit customers well beyond those of the PMAs. Current power customers would be required to pay for these new or expanded programs, even if they do not benefit from them. This would raise electricity costs in our region substantially and move away from the "beneficiary pays" principle.

Lastly, decisions about the PMA's and the federal hydropower projects from which they sell power will be shifted away from the regions they serve to more decision making by the DOE in Washington, D.C. This approach has little or no relationship to the needs of our local electric customers.

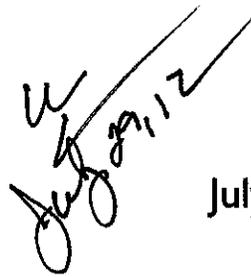
WAPA's mission is to market and deliver surplus hydropower generated at federal multipurpose dams to preference customers at the lowest possible rate consistent with sound business principles. Energy Secretary Chu's directives are unnecessary, and frankly, outside WAPA's statutory limited authority. Expanding WAPA's role as prescribed would increase electricity costs for our community's families and businesses. Secretary Chu should withdraw his directives and allow WAPA to continue their successful and low-cost operations as statutorily defined.

Sincerely,

*CITY OF BENSON*

A handwritten signature in black ink, appearing to read "Paul Kittelson", written in a cursive style.

Paul Kittelson  
Mayor

Handwritten signature and date: "W Walsh" and "July 26, 2012".

July 26, 2012

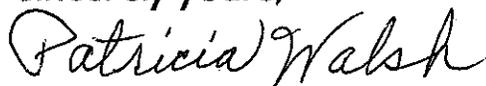
To The Benson City Council,

I am writing to you about the loan we received to fix up our house dated on September 17<sup>th</sup>, 1982. That was thirty years ago. There was so much to be done on our house and Bill stained and finished all of the woodwork and did all the painting inside and out. I installed all the blinds and drapes and curtains myself. We had gotten Kanga back carpet so I could install that myself with some help from my family. There was not enough money to fix the basement windows but now they are so bad they have to be replaced. There are eight windows in the basement; four of them can be blocked up and four need replacing. The sheetrock that was installed for a wall was ruined quite some time ago from having water in the basement. It has black mold on it and needs to be replaced. I have a few windows that the sills need repairing and the wood siding needs to at least have some bad pieces that needs replacing and have the house painted.

I had to replace the furnace a year after Bill died. We have replaced carpet over the years and the back storm and screen door. We put down new flooring in the kitchen with square tile and have done repainting.

I have been approved for weatherization and received fuel assistance recently. I was wondering after all these years that our loan to the city would be forgiven. I am going to see if I can get a grant through the HRA or somewhere to do the work that is needed.

Sincerely yours,

Handwritten signature of Patricia Walsh.

Patricia Walsh

file copy  
No copy mailed 5/2/83

171129

CITY OF BENSON  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING  
LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 19 82, by and between

William Walsh and Patricia Walsh, husband and wife,

of 413 10th St. North, City of Benson, County of Swift, State of Minnesota, herein referred to as "Owner(s)" and the City of Benson, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City".

WHEREAS, pursuant to Community Development Block Grant No. B-81-DN-27-0060 approved May 27, 1981, the City, acting through its Department of Community Development and Planning, has agreed to loan to the Owner(s) the amount of Twenty Thousand and no/100 ----- Dollars (\$ 20,000.00) for the purpose of improving Owner(s) real property under the City's Housing Rehabilitation Program but only on the condition that the Owner(s) execute this Agreement and agree to the provisions contained herein;

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

1. The City covenants and agrees:
  - (a) The City shall provide Twenty Thousand and no/100 ----- Dollars (\$ 20,000.00 ) as payments to contractor's for work performed on the Owner's real property more fully described hereinafter in Paragraph 3 as directed by the City of Benson Department of Community Development and Planning.
  - (b) No interest shall accrue on the amount of the said loan.
2. The Owner(s) covenants and agree:
  - (a) If Owners sell, transfer, otherwise convey or cease to occupy as their principal place of residence, their real property more fully described hereinafter in Paragraph 3, they shall repay the loan in its entirety subject to the terms of Paragraph 2b.
  - (b) If at the time of the executing of this Agreement, there is more than one owner occupying the said real property, the loan shall not become payable until such time as no one of the said Owners owns the said real property and occupies it as his or her principal place of residence.
3. As security for Owner's obligation of repayment, and subject to the terms and conditions of this Agreement, Owner hereby grants and the City shall and hereby does have, a lien on the real property hereinafter described in the the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is situated in Swift County, Minnesota, and is legally described as:
 

Lot 6, Block 7, Original Town Site,

City of Benson, Minnesota.

171129

4. Promptly after the date that any of the current Owner-Occupants of the above-described premise shall cease to own or occupy the above described real estate, they shall give the City notice thereof.
5. In the event the Owner-Occupants shall fail or refuse to make required repayment of said loan when due, the City may with or without notice to the Owner, foreclose said lien in the same manner as an action for the foreclosures of mortgages upon said real estate as by Statute provided.
6. This Agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding on the parties hereto and their respective heir, executors, representatives, successors, and assigns.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF BENSON

BY Reverie B. Sanders  
Mayor

BY Edward J. Schulz  
City Manager

William Walsh

Patricia Walsh



Tax statements for the real property described in this instrument should be sent to:

This instrument is exempt from registration tax under Section 297.06 of Minnesota Statutes and is exempt from recording fees under Section 386.77 of said Statutes.

This instrument was drafted by Holmquist, Holmquist, & Wilcox, Attorneys at Law, 1150 Wisc. Avenue, Box 100, Benson, Minn. 56215

File No.	F Parcel N	Owner	Address	Grant Amt	Loan Amt	Int	Term	Repayments	Loan Balance	Taxable 2012 Market
81-1	0671	Weber, Kevin & Rosemary	615 10th St N		15,000.00	0	Inf		0.00	
81-2	1325	Staton, Dennis & Priscilla	625 8th St N	7,500.00	15,000.00	0	Inf		15,000.00	33,300.00
81-3	1327	Staton, Dennis & Priscilla	625 8th St N			0	7 yr		0.00	
81-5	0275	Poschadel, Otto	635 7th St N		9,000.00	0	Inf	9,000.00	0.00	
81-6	0826	Jossart, Ralph & Esther	1650 Wisconsin Ave		1,813.48	0	Inf	1,813.48	0.00	
81-7	1367	Anderson, William & Angela	211 21st St		1,687.09	0	Inf		15,000.00	37,500.00
81-7	1367	Anderson, William & Angela	809 12th St N	5,000.00	15,000.00	0	Inf		0.00	
81-9	0576	Alsaker, Bruce & Margo	809 12th St N		2,305.54	0	7 yr		0.00	
81-10	0662	Alsaker, Bruce & Margo	809 12th St S		20,000.00	0	Inf		20,000.00	20,300.00
81-14	1334	Walsh, William & Patricia	413 10th St N		200.00	0	Inf	200.00	0.00	
81-14	1334	Hess, Frances & Allouise	690 Montana Ave		10,458.04	0	Inf	10,458.04	0.00	11/95
81-15	1332	Hess, Frances & Allouise	690 Montana Ave		1,739.65	0	Inf	1,739.65	0.00	11/95
81-18	0071	Kepner, Betty Lou	710 Montana Ave		5,956.26	0	Inf		0.00	
81-22	0240	Sandry, Marilyn & Patricia	404 12th St N		5,486.98	0	Inf		0.00	
81-24	1231	Kraft, Lester & Shirley	215 15th St N		2,609.04	0	Inf		0.00	10/01
81-25	1428	Wroblewski, Frank Jr. & Judy	820 Nevada		710.00	0	Inf		0.00	3/00
81-25	1428	Maanum, Jean	1802 Atlantic Ave		3,480.02	0	Inf		0.00	3/00
81-28	0722	Maanum, Jean	1802 Atlantic Ave		5,028.43	0	Inf		0.00	12/96
81-30	1330	Kvamme, Olaf & Denah	904 12th St N			0	7 yr	1,444.44	0.00	
81-33	1329	Anacker, Eleanor	730 Montana Ave	1,444.00	4,626.37	0	Inf		0.00	9/95
81-36	0656	Thompson, Neal & Brenda	740 Montana Ave		741.54	0	Inf	741.54	0.00	
81-38	1326	Dokken, Olive	503 9th St N		535.00	0	Inf	535.00	0.00	
81-39	0693	Mattson, Gladys	710 11th St N		6,847.04	0	Inf	6,847.04	0.00	20,900.00
81-42	1328	Goulet, LaVonne	625 7th St N		807.50	0	Inf	807.50	0.00	
81-43	1324	Christopherson, Clifford & Marie	645 8th St N		15,000.00	0	Inf		15,000.00	18,400.00
81-43	1324	Wroblewski, Alfred & Lorraine	645 8th St N		3,228.50	0	Inf		3,228.50	
81-45	0001	Wroblewski, Alfred & Lorraine	419 9th St N		3,997.89	0	Inf		0.00	
81-46	0909	Williams, Ray & Helen	710 14th St S		1,782.01	0	Inf		1,782.01	11,500.00
81-46	0909	Gilbertson, Robert & Clarabelle	710 14th St S		6,832.74	0	Inf	6,832.74	0.00	
81-50	0285	Giese, Daniel & Shelby	1608 Atlantic Ave		11,000.00	0	Inf		0.00	
81-54	0537	Hoffman, Donald & Daisy	301 13th St So		312.74	0	Inf		0.00	
81-55	1399	Sampson, Christina	502 9th St N		5,333.00	0	10yr	1,328.25	0.00	31-Oct-98
81-56	0383	Torgerson, Mildred	516 15th St N		1,881.13	0	Inf		0.00	11/99
81-58	0725	Amundson, Valma	907 11th St N		3,840.95	0	Inf		0.00	7/99
81-60	0679	Ollendick, Esther	614 10th St N		1,983.03	0	10yr	495.75	0.00	
81-69	1438	Thompson, Gary & Mary	725 Church St		6,845.06	0	Inf		6,845.06	27,100.00
81-72	0314	Goff, Helen	211 18th St N		965.00	0	Inf		0.00	
81-73	0016	Wester, Mabel	207 9th St N		10,941.05	0	Inf		10,941.05	12,700.00
81-75	0681	Pillatzki, Lawrence & Verna	910 Montana Ave		1,719.70	0	Inf		1,719.70	26,700.00
81-76	0719	Stottler, Albert & Arline	805 10th St N		4,191.00	0	Inf		0.00	
81-77	0073	Fennell, Ella	408 12th St N	967.03		0	Inf		0.00	
81-78	0692	Iverson, Luverne	708 11th St N		10,291.02	0	Inf		0.00	
81-82	0057	Smith, Christina Mathilda	302 11th St N		6,342.09	0	Inf		0.00	
81-83	0312	Wlazlak, April	215 18th St N		6,538.08	0	Inf		0.00	
81-86	0047	Preuss, Amanda	211 10th St N	626.00		0	7yr		0.00	
81-87	1143	Reich, Linden & Susan	905 Willow Way		4,618.59	0	Inf		0.00	
81-88	0320	Walsh, Mary Ann	211 19th St		4,847.74	0	Inf	4,847.74	0.00	
81-90	1398	City of Benson [Leo Floer]	504 9th St N		27,724.85	0	None		0.00	
81-91	0401	Anderson, Claremont & Nancy	714 13th St N		3,661.35	0	Inf		0.00	
05-01		Habitat for Humanity	606 13th St N	15,537.03	20,000.00	0	5yr	20,000.00	103,196.10	208,400.00
					292,909.50					
		Floer, Leo	504 9th St N						0.00	3/98
		Reich, Linden	905 Willow Way						0.00	5/95
		Ollendick, Esther							0.00	
		Iverson, Stanley	708 11th St N						0.00	6/99
									103,196.10	

**§ 93.03 ABATEMENT OF NUISANCE WITHOUT SPECIAL ASSESSMENTS.**

(A) *Investigation and notice of hearing.* Upon receipt of a written signed complaint of violation of this section, or at its own initiative, the Council shall investigate the premises and if it is alleged that there is a public nuisance condition on any premises in violation of this section, the same shall be reported to the City Administrator or City Clerk who shall prepare a notice addressed to owners and tenants of the property and to the residents of the property, if different than the owners, and bearing the legal description of the premises on which the alleged violation appears. The notice shall state the date, time and place of hearing and describe the violation in general terms.

(B) *Service of notice.* The notice shall be served at least 14 days before the date of hearing in the following manner:

(1) It shall be served personally on the addressee or left at his or her residence with a person of suitable age and discretion; addressees not served personally shall be served by regular and certified mail at their addresses appearing in records selected by the City Clerk, and;

(2) Inadvertent failure to serve any addressee via regular and certified mail shall not invalidate the proceedings, but publication 14 days prior the hearing shall then suffice.

(C) *Content of notice.* The notice shall contain the following information:

(1) The date, time, and location of public hearing;

(2) The general nature of proposed abatement of nuisance condition;

(3) Legal description of real property of proposed abatement of nuisance and special assessment;

(4) A statement that written and oral objections regarding the proposed abatement of public nuisance on real property will be considered at the public hearing; and

(5) Statement that the Council may move to abate the public nuisance at the hearing.

(D) *Hearing, findings and decision.*

(1) The hearing shall be held before the Council at a regular or special meeting. All persons desiring to be heard shall be afforded an opportunity to present evidence.

(2) The Council shall decide whether or not the item or items constitute a public nuisance in violation of this section and direct the drawing and serving of a resolution with the findings of fact and decision by certified mail on all addressees.

(3) Estimated value, if any, of all offensive items described in division (D)(2), shall be included in the evidence and in the findings. VALUE for the purpose of this section means the amount of money, in cash, which can be obtained in a negotiated sale on a known and ready market in the city.  
(Ord. 1124.07, passed 7-9-07)

## § 93.04 ABATEMENT OF NUISANCES WITH SPECIAL ASSESSMENTS.

(A) *Investigation and notice of hearing.* Upon receipt of a written signed complaint of violation of this section, or at its own initiative, the Council shall investigate the premises and if it is found that there is a public nuisance condition on any premises in violation of this section, the same shall be reported to the City Administrator or City Clerk who shall prepare a notice addressed to owners of the property and to the residents of the property, if different than the owners, and tenants, and bearing the legal description of the premises on which the alleged violation appears. The notice shall state the date, time and place of hearing and describe the violation in general terms.

(B) *Service of notice.* The notice shall be served at least 14 days before the date of hearing in the following manner:

(1) It shall be served personally on the addressee or left at his residence with a person of suitable age and discretion; addressees not served personally shall be served by regular and certified mail at their addresses appearing in records selected by the City Clerk, and;

(2) By publication of the notice twice in the official newspaper for two consecutive weeks at least 14 days prior to the date of hearing;

(3) Inadvertent failure to serve any addressee via regular and certified mail shall not invalidate the proceedings, but publication shall then suffice.

(C) *Content of notice.* The notice shall contain the following information:

(1) The date, time, and location of public hearing;

(2) A general nature of proposed abatement of nuisance condition;

(3) Legal description of real property of proposed abatement of nuisance and special assessment;

(4) A reasonable estimate of the amount of the special assessment;

(5) A statement that a reasonable estimate of the impact of the assessment will be available at the hearing;

(6) A statement that written and oral objections regarding the proposed special assessment against the real property will be considered at the public hearing;

(7) A statement that no appeal may be taken as the amount of the assessment unless a written objection is filed prior to the hearing or presented to the presiding officer at the hearing;

(8) A statement that an owner may appeal an assessment to district court pursuant to M.S.A. § 429.081 by serving notice of the appeal on the Mayor or Clerk of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the Mayor or Clerk.

(9) Notice should also inform property owners of the provision of M.S.A. §§ 435.193 to 435.195, and the existence of any deferment procedure established pursuant thereto in the municipality.

(10) Statement that adoption by the Council of the proposed assessments may be taken at the hearing, and the property owners have the right to prepay the entire special assessments to the city and whether partial prepayment has been authorized by ordinance;

(11) Statement of the time which prepayment may be made without the assessment of interest; and

(12) Statement of the rate of interest to be accrued if the assessment is not prepaid within the required time.

**(D) *Hearing, findings and decision.***

(1) The hearing shall be held before the Council at a regular or special meeting and conducted in the same manner as an administrative appeal. All persons desiring to be heard shall be afforded an opportunity to present evidence.

(2) The Council shall decide whether or not the item or items constitute a nuisance in violation of this section and state the estimated amount of special assessments and direct the drawing and serving of a resolution with the findings of fact and decision by certified mail on all addressees.

(3) Estimated value, if any, of all offensive items described in division (D)(2), shall be included in the evidence and in the findings. VALUE for the purpose of this section means the amount of money, in cash, which can be obtained in a negotiated sale on a known and ready market in the city. (Ord. 1124.07, passed 7-9-07)

**§ 93.05 ABATEMENT BY CITY.**

If abatement of the items described herein is not completed by the date stated in the resolution of Council, the city may enter upon the premises, remove the offending item or items, and clean up the nuisance.

(Ord. 1124.07, passed 7-9-07)

**§ 93.06 DISPOSAL OF ITEMS BY CITY AND ALLOCATION OF PROCEEDS.**

(A) If the city abates the nuisance it shall dispose of the items as follows:

(1) Any item or items of value shall be sold locally in a negotiated sale.

(2) Items of no value shall be disposed of in a landfill or other site acceptable to governmental regulatory authority.

(B) *Allocation of proceeds and assessment.* If the city abates the nuisance all costs thereof, including, but not limited to, cost of sale, if any, shall be aggregated, sale proceeds deducted, and the remainder either certified as a special assessment and/or collected through a collection action.

(Ord. 1124.07, passed 7-9-07)

**§ 93.07 FAILURE TO ABATE NUISANCE ON BUSINESS PREMISES.**

If the hazardous condition(s)/nuisance(s) described in this section is not abated within the time limited, all present licenses issued by the city to carry on the business on such premises shall be revoked, and no future license shall be issued therefor until full abatement has been completed.  
(Ord. 1124.07, passed 7-9-07)

**§ 93.08 IMMEDIATE ABATEMENT.**

Nothing in this section shall prevent the city, without notice or process from immediately abating any condition, which poses an imminent and serious hazard to human life or safety.  
(Ord. 1124.07, passed 7-9-07)

**§ 93.09 RECOVERY OF COST.**

*Personal liability.* The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Clerk or other official designated by the City Council shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the City Clerk.  
(Ord. 1124.07, passed 7-9-07) Penalty, see § 10.99.

## **GOT 2B SAFE PROCLAMATION**

**Whereas**, Honeywell and the National center for Missing and Exploited Children will recognize Benson teacher, Julie Carroll, for her commitment to child abduction and sexual exploitation prevention; and

**Whereas**, a child goes missing every 40 seconds in the U.S., adding up to more than 2,100 per day; and

**Whereas**, our children are our greatest national resource and we must do everything in our power to empower them to act safely; and

**Whereas**, the Got 2B Safe! Program offers teachers and parents simple rules that children can incorporate into their daily lives to keep them safer from abduction and sexual exploitation; and

**Now, Therefore, I**, Paul Kittelson, Mayor, Benson, MN, do hereby proclaim August 21, 2012 to be

### **The Got 2B Safe! Child Safety Day**

In Benson, MN.

In Witness Whereof I have hereunto  
set my hand and caused the Seal of  
Benson to be affixed this Twenty-first  
Day of August in the Year Two  
Thousand Twelve.

Paul Kittelson, Mayor

**Val Alsaker**

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**From:** Alicia Biggs [aBiggs@peppercom.com]  
**Sent:** Friday, July 27, 2012 4:08 PM  
**To:** 'val.alsaker@co.swift.mn.us'  
**Subject:** Mayoral Proclamation - The Got 2B Safe! Child Safety Day

Hi Val,

Thank you so much for taking my phone call and helping me get this proclamation approved! I have attached a sample mayoral proclamation for reference on appropriate language and included the press release below.

Please let me know what they next steps are after your meeting on August 6.

Please let me know if you need anything else!

Thank you so much! Have a great weekend.

peppercom

**Alicia Biggs**

180 Sutter Street, Floor 2  
San Francisco, CA 94104  
T: 415.633.3198  
[www.peppercom.com](http://www.peppercom.com)

**HONEYWELL AND NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN  
ANNOUNCE WINNERS FOR "GOT 2B SAFE" CLASSROOM MAKEOVERS**

*Five Grand Prize Winners Receive \$10,000 Classroom Makeovers*

MORRIS TOWNSHIP, N.J., May 15, 2012 – Honeywell (NYSE: HON) and the National Center for Missing & Exploited Children® (NCMEC) today announced the winners of the Got 2B Safe! Classroom Makeovers. The program recognizes teachers committed to keeping children safe from abduction and sexual exploitation. This year, the program honors five Grand Prize winners from Minnesota, Indiana, Florida, Arizona, and North Carolina with a classroom makeover valued at \$10,000 each.

The following teachers are this year's Got 2B Safe! Grand Prize Winners:

- **Julie Carroll – Northside Elementary School, Benson, MN**
- Nicole Cervone-Gish – Madison Elementary, Warsaw, IN
- Sheli Gossett – Cracker Trail Elementary School, Sebring, FL
- Karen Mensing – Sonoran Sky Elementary School, Scottsdale, AZ
- Amy Payne – Clara J. Peck Elementary School, Greensboro, NC

"Safety and security are top concerns for families everywhere, and nothing is more important than protecting our most precious and vulnerable assets – our children," said Tom Buckmaster, president of Honeywell Hometown Solutions. "Honeywell has decades of experience developing and deploying

technologies that keep families safe and secure where they live, work, and travel. We are thrilled to honor these teachers for their exemplary efforts in promoting safety awareness and providing life-saving lessons to their students.”

According to a study from the U.S. Department of Justice, 2,000 children in the U.S. are reported missing each day. These staggering numbers highlight a great need to promote safety awareness among children through programming in schools. In 2005, Honeywell and NCMEC partnered together to launch Got 2B Safe! to arm teachers, parents, and children with vital safety skills.

The Got 2B Safe! Classroom Makeover program is comprised of simple rules for children to follow with the help of their families and teachers. To participate in the contest, teachers submit an innovative lesson plan or essay demonstrating how they incorporate the essential Got 2B Safe! rules into their teaching. Along with the five Grand Prize winners, additional teachers will receive \$500 worth of school supplies.

“It is important that we continue to teach our children the importance of personal safety through their educators who play a critical role in their daily lives,” said Ernie Allen, president and CEO of NCMEC. “As always, we are excited to continue our partnership with Honeywell in honoring teachers for their innovative methods in teaching the four essential Got 2B Safe! rules.”

For more information on the rules and the program, visit [www.Got2BSafe.com](http://www.Got2BSafe.com), or follow the conversation on [Facebook](#) and [Twitter @Got2BSafe](#).

#### **About Honeywell**

Honeywell ([www.honeywell.com](http://www.honeywell.com)) is a Fortune 100 diversified technology and manufacturing leader, serving customers worldwide with aerospace products and services; control technologies for buildings, homes, and industry; automotive products; turbochargers; and performance materials. Based in Morris Township, N.J., Honeywell’s shares are traded on the New York, London, and Chicago Stock Exchanges. For more news and information on Honeywell, please visit [www.honeywellnow.com](http://www.honeywellnow.com).

#### **About Honeywell Hometown Solutions**

The Got 2B Safe! program is part of Honeywell Hometown Solutions, the company’s corporate citizenship initiative, which focuses on five areas of vital importance: Family Safety & Security, Housing & Shelter, Science & Math Education, Habitat & Conservation, and Humanitarian Relief. Together with leading public and nonprofit institutions, Honeywell has developed powerful programs to address these needs in the communities it serves. For more information, please visit [www.honeywell.com/citizenship](http://www.honeywell.com/citizenship).

#### **About the National Center for Missing & Exploited Children**

The National Center for Missing & Exploited Children is a 501(c)(3) nonprofit organization established in 1984. Designated by Congress to serve as the nation’s clearinghouse, the organization has operated the toll-free 24-hour national missing children’s hotline which has handled more than 3,568,780 calls. It has assisted law enforcement in the recovery of more than 175,230 children. The organization’s CyberTipline has handled more than 1,421,380 reports of child sexual exploitation and its Child Victim Identification Program has reviewed and analyzed more than 68,680,890 child pornography images and videos. The organization works in cooperation with the U.S. Department of Justice’s office of Juvenile Justice and Delinquency Prevention. To learn more about NCMEC, call its toll-free, 24-hour hotline at 1-800-THE-LOST or visit its web site at [www.missingkids.com](http://www.missingkids.com).

###

## Rob Wolfington

---

**From:** Jacki Anderson [Jacki.Anderson@umvrdc.org]  
**Sent:** Tuesday, July 31, 2012 2:54 PM  
**To:** Rob Wolfington  
**Subject:** SCDP

Hi Rob,

Attached is the contract for consideration. I just previewed the preliminary proposal this morning. It looks pretty similar to the old pre-application. At this point our cost for services remain the same at \$6,000. The Hedgehog Grant can cover up to \$3,000 of these costs (form attached).

Vicki thinks there are some rental we could do in Benson too so if you want we could look at all three elements owner occupied, commercial and rental. We can get started on a proposal and see what makes the most competitive application.

Let me know if you have any questions.  
Thanks!

**Jacki Anderson**  
Senior Planner

Upper Minnesota Valley  
Regional Development Commission  
323 W. Schlieman Ave.  
Appleton, MN 56208  
320.289.1981, extension 2  
jacki.anderson@umvrdc.org  
<http://umvrdc.org/>

[Minnesota River Valley National Scenic Byway](#)

[Western Minnesota Prairie Waters Regional Tourism](#)

[Meander - Upper Minnesota River Art Crawl](#)

 RDC logo for email signature

**CONTRACT FOR PROFESSIONAL SERVICES**  
UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION  
AND THE  
CITY OF BENSON

FY13 – 002 BENSON SCDP 2013

WHEREAS, this Contract for Services is by and between the City of BENSON, MINNESOTA, hereinafter referred to as the CITY, and the UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION, hereinafter referred to as the UMRDC; and

WHEREAS, the purpose of this Contract is to provide a mutual understanding concerning the services to be rendered to the CITY by the UMRDC; and

WHEREAS, the nature of the said services is to assist the CITY in preparing a Small Cities Development Program (SCDP) application hereafter referred to as SCDP application; and

WHEREAS, the UMRDC agrees to provide professional services as required in this Contract and shall begin to provide said services beginning August 2012; and

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I. DESCRIPTION OF UMRDC SERVICES**

The UMRDC hereby agrees to:

- A. Coordinate, author and submit an SCDP application proposal to the Minnesota Department of Employment and Economic Development (DEED) by November 15<sup>th</sup>, 2012; and
- B. Work with the Swift County HRA to establish an interest list of homes and rental properties; and
- C. Work with the City Manager and City and County EDA's to develop an interest list of commercial businesses; and
- D. Prepare and submit a full application to DEED by February 28<sup>th</sup>, 2013; and
- E. If awarded SCDP funds, the UMRDC will provide grants administration services under a separate contract with the City.

**SECTION II. DESCRIPTION OF CITY'S RESPONSIBILITIES**

The CITY agrees to:

- A. Appoint a primary contact for this project;

- B. Provide the UMVRDC with specific information, plans, resolutions and documents as needed to complete the UMVRDC's services;
- C. Assist the UMVRDC in gathering adequate number of eligible waiting list candidates for the application process (i.e. press releases, door-to-door survey or phone survey);
- D. Schedule, conduct, mail and print information for CITY public hearings/meetings as required and assure that all publication and notification requirements are met;
- E. Pay for all cost related to public hearings and corresponding publications and notifications;
- F. Be the party responsible for updating and maintaining all work completed under this Contract;
- G. Compensate the UMVRDC in accordance with Section IV of this Contract;
- H. Utilize the UMVRDC as the grants administrator under a separate contract if funds are awarded.

### **SECTION III. CONTRACT PERIOD**

- A. Services provided under the terms of this Contract will be performed August 2012 – June 2013;
- B. The time period for this Contract may be amended upon request and signed approval by both the UMVRDC and CITY.

### **SECTION IV. COMPENSATION FOR SERVICES**

- A. The UMVRDC shall be compensated for services provided in Section I of this Contract.
- B. The CITY agrees to pay the UMVRDC the amount of \$6,000  
  
Compensation for services paid by the CITY will be provided as follows:
  - 1. The cost of the application proposal is \$4,000 and will be billed upon submission.
  - 2. The cost of the full application is \$2,000 and will be billed upon submission.
- C. The UMVRDC will provide the CITY with a final invoice indicating services provided and the total amount due.
- D. Our fees for these services are generally based on time expended and out-of-pocket expenses, such as report production, postage, travel, fax, etc. However, they might also include other factors deemed relevant, including the

difficulty of the questions and the skill required to perform the services properly; time limitations imposed by either you or the circumstances; the nature and length of the professional relationship between us; and the experiences, reputation and ability of the UMRDC staff assigned to the engagement.

- E. The contract fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the contract. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **SECTION V. GENERAL PROVISIONS**

### **A. Changes in UMRDC Services**

In the event the CITY requests additional service from that described in Section I, and such services are to be completed by the UMRDC, the UMRDC shall be entitled to additional compensation as agreed to by both the UMRDC and CITY. This Contract shall be amended or a new contract shall be created to reflect additional services and compensation.

### **B. Liability**

The CITY agrees to waive the UMRDC and the UMRDC's commissioners, officers, directors, employees, partners and agents of any legal liability relating to the preparation, implementation and/or enforcement of services provided and/or products/projects produced.

### **C. Termination**

This agreement may be terminated with or without cause by either the UMRDC or CITY upon sixty (60) days prior written notice.

In the event of termination, the CITY shall be obligated to the UMRDC for payment of amounts due and owing including payment for services performed or furnished to the date of termination, computed in accordance with Section IV of this Contract agreement.

### **D. Severability**

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the UMRDC and CITY, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intentions of the stricken provision.

**SECTION VI. ACCEPTANCE**

The UMRDC and CITY hereby accept this Contract. The parties hereto have caused this Contract to be duly executed.

\_\_\_\_\_  
EXECUTIVE DIRECTOR  
UMVRDC

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**To: Rob Wolfington**  
**From: Glen Pederson, Director of Finance**  
**Re: City Hall Air Conditioning and Roof**  
**Date: August 2, 2012**



**HVAC Units.** We received the report from Design Tree Engineering on the HVAC units that service City Hall. Options 3 and 4 are cost prohibitive and do not provide much savings on operational costs. Option 2 calls for replacement of ducting and individual office controls which is probably a bridge too far.

The report cites that all existing units are undersized for the amount of space they are responsible for. Unfortunately the existing ducting is unable to handle the larger units.

In our discussion we talked about the possibility of a different utilization of space on the ground floor level and also for the police department since at this time they are not handicapped accessible.

I would recommend at this time that we replace only the unit that is currently down with one of similar size. We have not noticed any significant amount of discomfort from the under sizing. If we decide to change the use of the ground floor level then most likely we would want to revise the ductwork at that time anyway. The basement area is the most undersized but is also the most problematic to solve.

**HVAC Operation.** These units all use economizers for heating and cooling. When the outside temperatures are conducive they bring in fresh air to the building. I would propose that we use these units for heating when the outside temperature allows for the economizer use. That will bring in the maximum amount of air exchange possible. I also propose that we monitor the humidity levels and add dehumidifiers where needed.

**Windows.** Several years ago we purchased the window inserts for the upper and lower levels. The windows themselves are double paned and of high quality. Unfortunately the sides do not seal properly and consequently neither does where the upper and lower sections where the windows meet. I would propose that we fix the windows in place with caulk and maintenance free trim. That should eliminate the wind noise and dirt infiltration that we experience. There really is no need to have them operable with the HVAC properly working.

**Roof.** Attached is a spec that I obtained in order to obtain quotes on the roof replacement. A rough estimate is around \$35,000 for the roof and another \$10,000 for the insulation. We have a minimal amount of insulation now so I would recommend that we solicit quotes according to this spec.

## City of Benson

### 2012 Reroof City Office Building Specifications

- \*Remove existing EPDM membrane and base flashings. Remove and store for re-use existing metal copings.
- \*Replace wet or deteriorated existing insulation. (Provide unit pricing per board foot).
- \*Install 1/4" per foot sloped crickets on low edge to facilitate drainage to roof drain from parapet wall.
- \*Mechanically attach a 1/2" high density wood fiberboard.
- \*Fully adhere .060 mil EPDM as per manufacturer's recommendation. Approved manufacturer's: Versico, Firestone, Carlisle
- \*Re-install pre-finished metal copings.
- \*Provide and install EPDM molded walkway pads around each HVAC unit.
- \*Replace wood gas line supports with new treated blocking. Wrap with EPDM membrane to protect roof system.
- \*Provide owner with a 20 year manufacturer's warranty upon completion.
- \*Owner responsible for any mechanical, electrical or refrigeration work that might be required.

**Base Bid Amount: \$** \_\_\_\_\_

**Unit Price per board foot for wet or deteriorated insulation replacement: \$** \_\_\_\_\_ **Bd. Ft.**

**Completion Date:** \_\_\_\_\_

#### Option #1

Insulation - For added energy savings install four and one half (4 1/2") inches of flat polystyrene insulation (R 18.7). Total R value of system will be approximately R20 plus existing.

Option #1 Amount: \$ \_\_\_\_\_

# Detail Report

## Taper Plan - Benson Office Roof Plan

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Section: <New section>  
Page: <New page>  
Condition: Roof Plan

