

**City Council Meeting Agenda
City Council Chambers
September 10, 2018**

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.

Page		Action Requested
	1. 5:30 p.m. Call the Meeting to Order at the Benson City Council Chambers (Mayor)	
	2. Pledge of Allegiance	
	3. Swear in Councilmember Buyck	
	4. Approval of Agenda	
	Additions? <input type="checkbox"/> None 1. _____ 2. _____	
	Any Consent Agenda items to be moved to a regular agenda item?	
	Approval of Agenda ____ as Presented or ____ Revised	Action Requested
	5. Consent Agenda:	Action Requested
	a. Minutes:	
2-4	▪ 8.20.18 City Council Meeting	
	b. Correspondence:	
5	▪ Police Report	
	▪ Benson/Kerkhoven Librarian Appointment	
6	6. Golf Club Budget Request	Action Requested
7-9	7. Consider Conditional Use Permit for Archery Ranges: 1214-Pacific Ave. & West End of Pacific Ave., Benson	Action Requested
10	8. Renaissance Program Financial Support Memo	Action Requested
11-12	9. League of Minnesota Cities Annual Dues	Action Requested
13-17	10. Consider Resolution for CRISI Grant & Letter of Support	Action Requested
18-22	11. Doug Griffiths 13 Ways Contract	Action Requested
23-23	12. Pay Request – Benson Public Schools – Discovery Kids Funding -\$10,000.00	Action Requested
24-26	13. Sewer Vac Truck Lease Proposal	Action Requested
27-28	14. Consider Resolution Authorizing Membership in the 4M Fund	Action Requested
	15. 2019 Tax Levy Discussion	Information Only
	16. Date for Next Meeting	Action Requested
	17. City Hall Security	Information Only
	18. Adjourn: Mayor	

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
AUGUST 20, 2018**

The meeting was called to order at 5:30 p.m. by Mayor Collins. Members present: Jack Evenson, Terri Collins, Mark Schreck, Jon Buyck & Lucas Olson. Members Absent: None. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Director of Public Works Dan Gens, Police Chief Ian Hodge and Lisa Kent.

The Council recited the Pledge of Allegiance.

Mayor Collins asked for any changes or additions to the agenda. Wolfington asked to add purchase of an administrative vehicle, and the Mayor asked to remove the City Manager review. It was moved by Evenson, seconded by Schreck and carried unanimously to approve the amended agenda.

Mayor Collins welcomed newly elected Councilmember Jon Buyck.

It was moved by Evenson seconded by Olson and carried unanimously to approve the following items on the Consent Agenda:

- August 6, 2018 City Council Minutes
- July 2, 2018 Planning Commission Minutes
- May 1, 2018 Cemetery Board Minutes
- July 2018 Police Report

The Mayor asked for people with unscheduled business, to which there were none.

The Mayor opened the Public Hearing for a nuisance property at 600 – 12th Street South in Benson. Chief Hodge approached the Council with pictures and a narrative on the history of the property, including a history of repeated violations. He went on to say since the homeowner was served with a notice of nuisance on July 16, 2018, he has made progress and constructed a fence in his back yard that adjoins the existing fence on the south side of the property in the back yard. On the north side is a tall hedge. There is no front yard fence. Wolfington stated it is the Council’s job to determine if a nuisance still exists and if so they must direct the City Attorney to send an order for this issue to go to court. Chief Hodge stated he feels there is no longer a nuisance at this property. After discussion it was moved by Olson, seconded by Schreck and carried unanimously to declare the nuisance at 600 – 12th Street South abated, to close the public hearing and directed Chief Hodge to re-inspect the property this fall.

Pederson gave a summary of the August 14, 2018 Special Election as follows:

	Precinct 15	Precinct 20		
		North Side	South Side	Total
Registered Voters		923	886	1,809
Votes Cast		513	467	980
Percent Voter Turn-out				54%

**FOR THE OFFICE OF COUNCIL MEMBER
To fill vacancy with a term ending the first Monday in January 2020**

	Precinct 15 North Side	Precinct 20 South Side	Total
Jon Buyck	313	263	576
Larry Smith	71	67	138
Lynn Jacobson-Stiehm	59	65	124
Donald Lenz	56	58	114
Write-Ins	0	0	0
Over Votes	0	0	0
Under Votes	14	14	28
Total Votes	513	467	980

Jon Buyck is duly elected to fill the vacancy with a term ending the first Monday of 2020.

JUDGES OF THE ELECTION

Alta Larson	Gene Doscher
Sharon Hagen	Pam Lawatsch
Karen Wolfington	Darlene Iverson
Jan Baukol	Dianne Doscher
Jim Hilleren	Sue Fitz
Mike Scheffler	Marge Scheffler
LoAnn Hagen	

It was moved by Evenson, seconded by Schreck and carried unanimously to approve the 2018 Special Election results.

Councilmember Evenson offered the following resolution:

POLICE OFFICER DECLARATION (RESOLUTION NO. 2018-15)

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City Council of the City of Benson hereby declares that the position titled Part-Time Police Officer, currently held by Brennden DeHaan meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above-named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

Councilmember Schreck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Collins, Olson. NAYES: None. Thereupon the Mayor declared Resolution 2018-15 duly passed and adopted.

It was moved by Evenson, seconded by Olson and carried unanimously to approve bills and warrants.

Pederson discussed the election and the new E-poll books and how the flow for the November election could go more smoothly.

Wolfington discussed The Strategic Planning meeting on August 16, 2018 that was held at the Hospital meeting room. He said it was more of a planning session on what to do with the Xcel dollars as a Plan B if the Plan A doesn't work out. Topics discussed were Wastewater plant improvements, Gusty's Road improvements, hiring a housing and economic development employee, purchasing land for an industrial park possibly south of town, 3 housing projects were discussed and several other ideas that will come in the next 90 days because of budget planning.

Wolfington stated at the last regular Council meeting several options for improving security at City Hall were presented. Mayor Collins said the longer we wait to add security to City Hall, the more of a detriment it is. It was agreed to look at a security window with handicapped enhancements in the billing office. Several ideas were discussed about security for administration upstairs. Hodge said Heartland Security has many options they could suggest for City Hall. Wolfington suggested we come up with a plan to present to the Council. Wolfington invited Kent to the table. She agreed with the security window in the billing office where she works. She felt any system that would require them in the billing office to find someone upstairs before letting them go upstairs would be too burdensome. Security cameras, camera doorbells and walls were discussed. The Mayor directed Pederson to get some costs for the security upgrades discussed.

2019 Parks projects priorities were discussed:

- The swimming pool is in need of repairs. Wolfington said it could take all of the Parks Capital Outlay and we would also have to take from the general fund reserves to pay for all the repairs.
- Flower pots and flowers were discussed. The watering of the new pots are currently being taken care of by Sally Jones from the Golf Club. She is using their gator. Wolfington said if the number of pots double next year along with hanging pots it could take 3 hours to water all of them. Possible financial needs for this project were discussed.
- The playground in Roosevelt park needs to be replaced. Currently repairs are all that is budgeted for this piece of equipment for 2018.
- A new community sign was discussed. The estimate for this at a new location is \$65,000. Pederson mentioned if we do not do the community sign, that money would go back into parks capital outlay.

There was a high priority for pool repairs. trails at Northside rec are deteriorating as well as the roads, trails and parking at Ambush Park. It was agreed to look further into the priorities for the budget and choose which items to focus on.

Purchase of an administrative vehicle was next. Wolfington presented a quote for a 2015 Explorer with 33,000 miles on it. After discussion it was moved by Evenson, seconded by Olson and carried unanimously to approve the purchase of a 2015 Explorer from Nolan Baker Ford in the amount of \$26,200.

There being no further business to come before the Council upon motion by Schreck, seconded by Evenson and carried unanimously to adjourn the Council meeting at 6:23 p.m.

Council Report 09/05/18

The following is a summary of Police Dept activities for the month of August 2018.

BPD Officers conducted 141 Traffic Stops in August 2018, and 143 Traffic stops in August 2017.

BPD Officers charged 3 persons with DUI in August 2018, and charged 1 person in August 2017.

BPD Officers issued 64 traffic and non-traffic citations in August 2018 and 47 in August 2017.

BPD Officers were involved in 3 Domestic incidents in August 2018, and 12 in August 2017.

BPD Officers arrested 9 people in August 2018, and 14 in August 2017.

BPD Officers were overall involved in 424 incidents in August 2018, and 505 in August 2017.

2019 BGC Income Statement (Budget)

YTD Budget

	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	Total 19
Ordinary Income/Expense													
Income													
Total 4000 · Income from Bar	100	-	2,032	5,489	14,726	24,629	20,210	20,641	13,528	2,680	1,258	-	105,292
Total 4010 · Income from Cafe	-	-	164	317	1,850	6,291	2,221	317	164	164	-	-	11,489
Total 4020 · Income from Proshop/Course	52,142	11,160	8,975	54,869	35,995	48,315	31,836	23,858	15,310	4,664	-	-	287,123
Total 4030 · Administrative Income	150	150	150	1,200	500	250	250	250	500	500	250	-	4,150
Total Income	52,392	11,310	11,320	61,874	53,071	79,485	54,517	45,066	29,502	8,008	1,508	-	408,054
Expense													
Total 5000 · Bar Expenses	2,284	2,291	1,541	4,137	7,811	13,408	10,461	11,118	7,747	2,978	857	1,287	65,920
Total 5010 · Cafe Expenses	630	931	546	2,353	2,716	6,263	2,414	2,634	1,661	1,562	319	430	22,459
Total 5020 · Course Expenses	7,110	7,405	9,943	21,340	54,774	23,125	33,581	30,423	21,860	16,714	12,110	20,765	259,151
Total 5090 · ProShop Expenses	1,259	435	6,375	7,742	9,032	17,174	12,990	14,013	8,583	4,918	300	200	83,020
Total 5400 · Administrative Expenses	683	1,055	763	2,370	1,479	1,192	991	1,206	1,056	1,806	1,290	6,334	20,223
Total Expense	11,966	12,117	19,168	37,942	75,813	61,162	60,435	59,393	40,907	27,978	14,876	29,016	450,773
Net Income (Loss)	40,426	(808)	(7,848)	23,932	(22,742)	18,324	(5,918)	(14,327)	(11,405)	(19,970)	(13,368)	(29,016)	(42,719)

Rob

This is projection for 2019. Shows deficit of 42,719.00 before receiving operation money from city 35,000.00 2018 looks like deficit of 15,000-20,000 before receiving 35,000.00 operation funds from city. going forward hope to ~~obtain~~ get more outside events with remodeled clubhouse.

Also raising money through BGC Golf Club Foundation

501 C3

Give me a call 1-320-960-2416



Application for Conditional Use Permit

Planning Commission
City of Benson
Benson, MN 56215

Number: 2014-02
Date of Application: 08/07/2018
Application Fee: \$250.00
Rec'd 8-8-18

NAME OF APPLICANT Swift County Archers Assoc ZONE B-1
ADDRESS ¹²¹⁵ ~~1213~~ Pacific Ave, Suite A, Benson MN 56215 PARCEL NO. 23-0120-000
PROPERTY AT 1215 Pacific Ave, Suite A, Benson MN LOT # 7+8 BLOCK 20
ADDITION City of Benson

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

1. I am requesting a Conditional Use Permit to: Shoot Archery equipment to include Bows, Arrows, and Crossbows. At 1213 Pacific Ave suite A, Benson MN 56215
2. Special Conditions:
Indoor archery facility is open to members only in possession of a key. It is a 24 hour 7 day a week facility.
3. Attach one Plot Plan to scale showing present and proposed improvements or location.
4. ATTACH: Abstractor's Certified Property Certificate showing property owners names and addresses within 350 feet of the outer boundaries of the property in question.
5. The Planning Commission will hold a Public Hearing on this case on September 17 2018, at 12:00 PM, in the City Council Chambers, 1410 Kansas Avenue, Benson, MN. The applicant is advised to attend this meeting.

CERTIFICATE

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

SIGNATURE: Todd Evans PHONE: 320-424-3457
ADDRESS: 510 20th ST N BENSON MN 56215

Application for Conditional Use Permit

Planning Commission
City of Benson
Benson, MN 56215

Number: 2018-03
Date of Application: 08/07/2018
Application Fee: \$250.00

Rec'd 8-8-18

NAME OF APPLICANT SouthRandy Archers Assoc ZONE I 3
ADDRESS ¹²¹⁵ 1213 Pacific Ave, Suite A, Benson MN 56215 PARCEL NO. 23-0870-000
PROPERTY AT West end Pacific Ave LOT # Outlet #1 BLOCK _____
ADDITION Fairview 2nd Addition

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

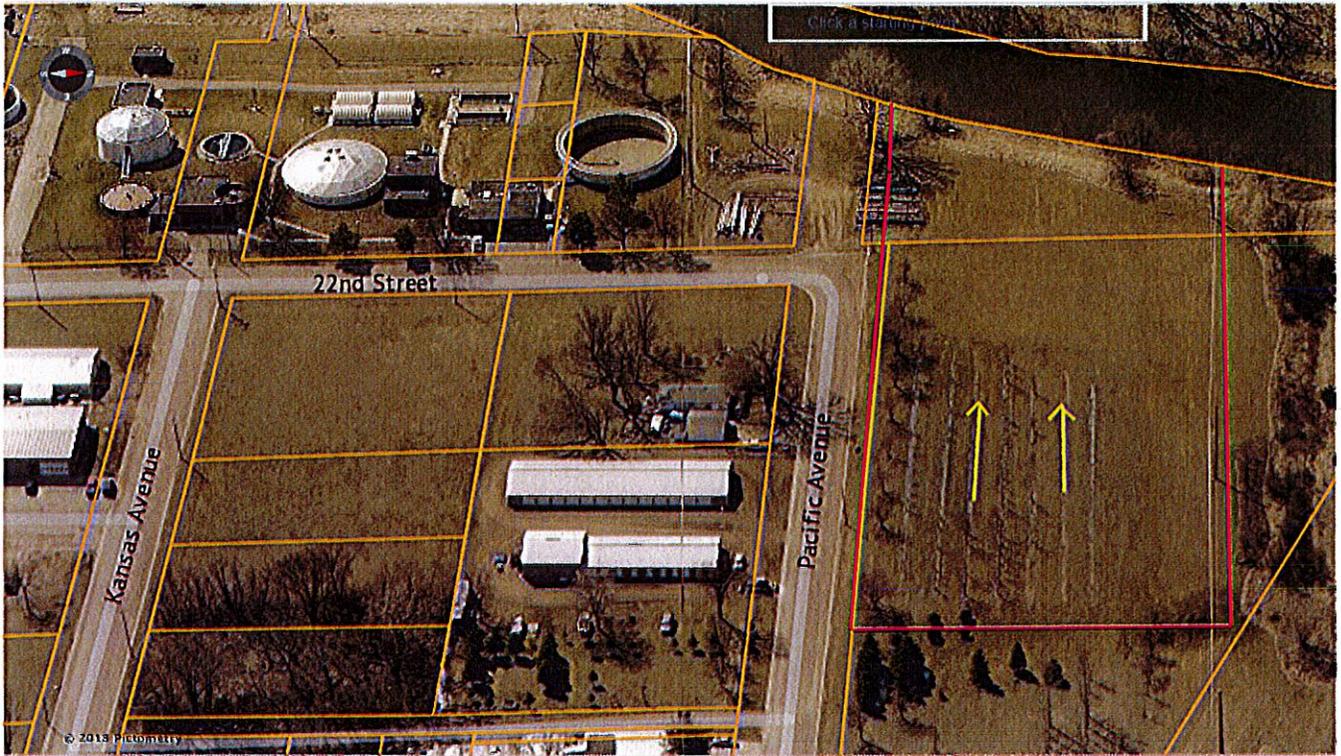
- I am requesting a Conditional Use Permit to: Build an outdoor archery range for Bow and Arrow and Crossbow in designated area.
- Special Conditions: The range facility would only be utilized during daylight hours. 365 days a year.
- Attach one Plot Plan to scale showing present and proposed improvements or location.
- ATTACH: Abstractor's Certified Property Certificate showing property owners names and addresses within 350 feet of the outer boundaries of the property in question.
- The Planning Commission will hold a Public Hearing on this case on September 10 20 18, at 12:00 pm, in the City Council Chambers, 1410 Kansas Avenue, Benson, MN. The applicant is advised to attend this meeting.

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SIGNATURE: Todd Evans PHONE: 320-424-3457
ADDRESS: 510 20TH ST N BENSON MN 56215

CONNECT EXPLORER



map: Auto (Oblique) Dates: All Image 1 of 19 04/23/2018

Proposed site

Shooting Direction

Val,
Aug 17, 18
Please include
w/ CC packet —
JCS

Date: August 2018

To: Benson Area Businesses
From: Jason Strand, District 777 Renaissance Coordinator
RE: Benson 7-12 Renaissance Program

On behalf of Benson School District #777, its students, faculty, staff, and administration, we would like to whole-heartedly thank you for your support of the Renaissance Program last year. We as concerned community members know that success in school is highly correlated with success in life. Your contributions have been and will be used to help students find yet another reason to be successful in school.

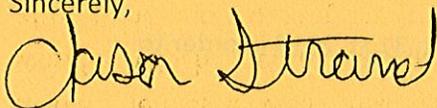
Last year alone, most of our students were involved in the program, which rewards students for high academics, as well as exemplary social skills. This program is very similar to the working world, in which incentives are used to promote excellence. Qualifying students will again be offered the popular Renaissance Card. In addition, students will be rewarded for their number of consecutive years in the program. All students will be eligible for Merit coupons, which they may receive for acts of courtesy during school.

Over the years, the Renaissance Program has helped positively motivate thousands of Benson students achieve at higher levels—please consider helping our students again.

Enclosed, you will find a form to return to Benson Schools if you choose to continue your support of this worthwhile program for the 2018-2019 school years. Please feel free to call the school if you have specific questions about the program or the donation process.

Again, thank you for your support of our students.

Sincerely,



Jason Strand

Encl.

City of Benson

From: League of Minnesota Cities <lmcinfo@lmc.org>
Sent: Thursday, August 30, 2018 5:01 PM
To: staff@bensonmn.org
Subject: 2019 Membership Dues Invoice
Attachments: 2019 MN Mayors Dues Invoice.pdf; Membership Dues Invoice_Orders_276152_59.pdf

Dear Member City Official,

Greetings! I hope you enjoyed the summer months and that you and your city are doing well.

Attached is your 2019 membership dues invoice effective September 1, the start of the League's fiscal year. I'm pleased to let you know that the League Board of Directors approved a zero percent dues schedule increase at its July meeting. Please note that a shift in your city's population may result in a slight increase or decrease in your dues (*to learn more about how your dues are calculated, visit www.lmc.org/dues*).

Your membership dues help to fund the many programs the League provides. Our goal is to ensure our finances remain stable so we can continue to deliver the core services you rely on, respond to your changing needs, and focus on efforts like advocating for cities at the state and federal levels and helping to develop future city leaders.

Get a glimpse of how the League has served cities like yours in the past year in the League's 2017-2018 Annual Report at www.lmc.org/annualreport, or by reading the report in the September/October issue of *Minnesota Cities* magazine. The report also includes my thoughts on League efforts to connect with you and learn more about your needs, as well as some financial notes.

We hope to see you at our fall Regional Meetings and Safety & Loss Control Workshops which will take place across the state. As always, feel free to contact me with your questions, concerns, and ideas about your membership dues and any of the services we provide to your city. Best wishes for the rest of your year, and I hope our paths cross soon.

Sincerely,

David J. Unmacht
Executive Director
League of Minnesota Cities

Tel: (651) 281-1205 | dunmacht@lmc.org
Follow me on Twitter: [@UnmachtMnCities](https://twitter.com/UnmachtMnCities)

Membership Dues Invoice

Effective during 2018-2019



City of Benson

Dues Amount: \$3,462

(Dues amount rounded to nearest dollar.)

Population: 3,179

(Population represents the 2017 State Demographer and Metropolitan Council Estimates.)

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

For membership dues in the League of Minnesota Cities for the year beginning September 1, 2018. Annual dues for membership in the League of Minnesota Cities include subscriptions to Minnesota Cities magazine.* Pursuant to the disclosure requirements of Minnesota Statutes, Section 6.76, the proportionate amount of dues spent for lobbying purposes is 10.1%. This percentage is reported to the State Auditor as required by statute.

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

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

Dated: September 1, 2018

David J. Unmacht
Executive Director, League of Minnesota Cities

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

Include this invoice or reference invoice #276152 with your payment.

Questions: billing@lmc.org

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

**CITY OF BENSON RESOLUTION AUTHORIZING THE CONSOLIDATED RAIL
INFRASTRUCTURE AND SAFETY IMPROVEMENTS GRANT APPLICATION
(RESOLUTION 2018-XX)**

WHEREAS, the City of Benson has conducted the 2015 Railroad Crossing Study and the 2007 East Pacific Avenue Improvements Study both related to the railroad crossings located within the central business district and the problem with trains blocking those crossings which resulted in a series of projects (HEREAFTER, the PROJECT) to address mobility and safety issues between motor vehicles and the BNSF rail line that bisects the City of Bensons; and

WHEREAS, the PROJECT will address needed mobility improvements for the highway-rail at-grade crossings within the City of Benson, which include the reconstruction of Pacific Avenue to a 10-ton roadway from 9th St. S to 20th Ave. SE to provide a connection between 14th St. S and 20th Ave. SE for passenger cars, freight vehicles and emergency services vehicles to use as an alternate route to cross the BNSF railroad when the central business district crossings are blocked and installation of ITS devices at the six at-grade crossings in and around the City of Benson that allow the emergency services dispatcher to provide real time crossing conditions to emergency service vehicles; and

WHEREAS, the PROJECT will address needed safety improvements at highway-rail and pedestrian-rail at-grade crossings within the central business district which include installation of 4-Quadrant Gates at the 14th Street S (US 12/MN 29) at-grade crossing, non-traversable medians at the 13th Street and 12th Street at-grade crossings, pedestrian gates at all three central business district at-grade crossings, and pedestrian fencing along the entire central business district to prohibit pedestrian trespassing; and

WHEREAS, the Federal Railroad Administration in conjunction with the United States Department of Transportation is currently accepting grant applications for projects that improve the safety, efficiency, and/or reliability of passenger and/or freight rail transportation systems through the Consolidated Rail Infrastructure and Safety Improvements (CRISI); and

WHEREAS, the Consolidated Rail Infrastructure and Safety Improvements Program can fund up to 80% of the full construction cost of a project for qualifying applicants; and

WHEREAS, the City of Benson, MN meets Eligibility Requirements as a qualifying applicant in that it is a political subdivision of a State; and

WHEREAS, the PROJECT meets eligibility requirements in that it will reduce delays and risks associated with highway-rail grade crossings. The reconstruction of Pacific Ave. will benefit the City of Benson and The Minnesota Department of Transportation by improving the ability for passenger vehicles, freight vehicles and emergency service vehicles to travel within the City of Benson and through the City of Benson with reduced delay due to blocked railroad crossings; and

NOW THEREFORE, BE IT RESOLVED that the City of Benson intends to submit a grant application for 50% of the eligible construction cost of the PROJECT through the Federal Railroad Administration and the United States Department of Transportation CRISI Program.

BE IT FURTHER RESOLVED that upon award of its application by the Federal Railroad Administration and the United States Department of Transportation, the City of Benson may enter into an agreement with the FRA and the USDOT for the PROJECT, and that the City of Benson certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that upon award of its application by the Federal Railroad Administration and the United States Department of Transportation, the City of Benson has committed to 100% of the funds to complete the required environmental documentation, right of way, design plans, maintenance costs of the constructed projects, and 50% of the eligible project cost construction to complete the PROJECT for a bid letting in 2020 and construction in 2021.



September 5, 2018

Ms. Amy Houser
Office of Program Delivery
Federal Railroad Administration
1200 New Jersey Avenue, SE, Room W36-412
Washington, DC 20590

Dear Ms. Houser and Members of the CRISI Grant Selection Committee,

The purpose of this letter is to express the City of Benson's resolution of support and approval for submittal of the 2018 Solicitation of federal funds through the United States Department of Transportation (USDOT) and the Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program to construct the "Benson Minnesota Rail Crossing Safety and Mobility Improvements", hereinafter, the "Project".

The Burlington Northern Santa Fe (BNSF) Rail Line bisects the City of Benson. During manual switching operations, the train often blocks existing at-grade rail crossings for long periods of time in Benson's downtown. This leads to blocking all vehicles (including passenger vehicles, commercial freight vehicles, and emergency service vehicles) from conducting their day to day operations and has resulted in a disruption to area businesses as well as impatient driver behavior. These project issues were studied both by the City of Benson as part of the Benson Railroad Grade Separation Crossing Study completed in March of 2015, the City of Benson's 2007 East Pacific Avenue Improvements Study, and the Minnesota Department of Transportation's (MnDOT's) 2014 Study for Improvements to Highway Rail Grade Crossings and Rail Safety Report.

The results of MnDOT's 2014 Study for Improvement to Highway Rail Grade Crossings and Rail Safety Report evaluated 102 crossing throughout the state. The results indicated that safety improvements are needed at the following three crossings in Benson's downtown central business district:

- #1 Highest Ranking of 102 Crossings – 14th Street (US Highway 12/Minnesota Highway 29)
- #8 Ranking of 102 Crossings – 13th Street
- #15 Ranking of 102 Crossings – 12th Street

The Benson 2015 Railroad Grade Separation Crossing Study identified that a grade separation of the BNSF Rail Line in Benson, MN is not feasible and alternative improvements need to be made within the City for both safety and mobility purposes.

The "Project" includes both mobility and safety improvements with the highway-rail and pedestrian-rail at-grade crossings in and around the City of Benson and are direct recommendations from Benson's 2015 Rail Grade Crossing Separation Study.

1410 KANSAS AVE. • BENSON, MINNESOTA 56215

City Offices: 320-843-4775

City Fax: 320-842-7151

Municipal Utilities: 320-843-3707

WWW.BENSONMN.ORG

E-MAIL: STAFF@BENSONMN.ORG

The mobility "Project" improvements include the reconstruction of Pacific Avenue to provide year-round access and upgrade to a 10-ton roadway from 9th Street to 20th Avenue SE. The Pacific Avenue reconstruction project will provide a safe alternative route for all vehicular traffic to utilize when the downtown crossings are blocked. Pacific Avenue is currently an unpaved local roadway east of 9th Street. Pacific Avenue parallels along the south side of the BNSF Rail Line connecting traffic from the downtown at-grade crossings, including 14th Street (US 12/MN 29) to the east to cross the Rail Line at 20th Avenue SE (CR 57) and connect directly back into US 12 on the north side of the railroad tracks. Pacific Avenue meets CRISI eligibility requirements as it will reduce delays and risks associated with highway-rail grade crossings by providing a connection between 14th Street and 20th Avenue SE. In addition, the mobility "Project" improvements will include the installation of ITS devices at the six at-grade crossings in and around the City of Benson that allow the emergency services dispatcher to provide real time crossing conditions to emergency service vehicles.

The safety "Project" improvements include installation of 4-Quadrant Gates at the 14th Street (US 12/MN 29) at-grade crossing, non-traversable medians at the 13th Street and 12th Street at-grade crossings, pedestrian gates at all three central business district at-grade crossings, and pedestrian fencing along the entire central business district to prohibit pedestrian trespassing. These proposed safety improvements are proven supplemental safety measures identified by the FRA and have been shown to reduce the risk index at highway-rail at-grade crossings. The proposed safety improvements were developed to respond directly to the findings of MnDOT's 2014 Study for Improvement to Highway Rail Grade Crossings and Rail Safety Report which indicated the three crossings in Benson's downtown as #1, #8 and #15 in need for safety improvements.

A diagnostic meeting was held by the City of Benson during the City's 2015 study that included participation from MnDOT, FRA, BNSF, the City of Benson, Torning Township, and Swift County. This meeting included discussion of the proposed mobility and safety improvements that resulted in the proposed "Project", given that all parties were in agreeance that a grade separation of the BNSF Rail Line was not feasible. Additional support to the efforts made by the City of Benson to improve both safety and mobility regarding highway-rail at-grade crossings can be found by MnDOT's programmed project to upgrade the 20th Avenue SE at-grade crossing from a passive to a fully active crossing with 2-quadrant gates, lights, and constant warning time.

The City of Benson is providing this letter of support for the USDOT FRA CRISI Grant application for the proposed "Project" along with the commitment to the match funding identified in the application. As the City has already completed planning level engineering and cost estimates for this project, the project cost commitment breakdown is as follows:

- Total CRISI Grant Eligible Construction Costs = \$2,935,520
- Total Non-Grant Eligible Construction Costs = \$230,524
- NEPA Document, Final Design Engineering & Admin. Costs = \$367,952
- Requested 50% Federal Aid CRISI Grant Funds = **\$1,467,760**
- City of Benson Commitment = 50% CRISI Grant Eligible Costs + 100% Non-Grant Eligible Costs + NEPA Document, Final Design Engineering and Admin. Costs = **\$2,066,235**

The City of Benson greatly appreciates your review and consideration of the CRISI Grant Application for the "Project". We hope that you see the City's previous locally funded planning work, coordination efforts with all involved parties, and commitment to additional local funding as a measure of how

important this project is to improve the safety and mobility of highway-rail and pedestrian-rail interactions within the City of Benson.

Sincerely,

Terri Collins
City of Benson Mayor

Rob Wolfington

From: Jeff Jacobson <jj@talentbureau.com>
Sent: Tuesday, August 21, 2018 1:32 PM
To: Rob Wolfington; Collins Terri; Anfinson Reed
Cc: Andrea Arnold
Subject: Confirming Agreement #730 Doug Griffiths in Benson, MN
Attachments: AGREEMENT #730 - DOUG GRIFFITHS.pdf; Invoice-730-A.pdf; Invoice-730-B.pdf

Hi Rob,

Congrats on securing Doug Griffiths in November. He's super excited to begin working with your community.

Attached is your contract and invoices. I've also included a full information sheet attached with his bio, intro, AV needs and further details as well.

As mentioned, we include 10 copies of Doug's book '13 Ways to Kill Your Community' with this agreement, so please send us your shipping address and we will send these along in advance. We do find that audiences are always excited to purchase copies of Doug's book after (and even before) his talk, so we recommend you to consider ordering more copies. There are instructions for where to do this on the information sheet as well.

The wonderful Andrea Arnold is cc'd, she's here to help with all the details, travel planning and logistics as the event draws near. Andrea, while Rob will be the point for administration/logistics, Mayor Collins and Reed Anfinson will be the points of contact for discussing the content with Doug. Can you please intro them to him ASAP?

Should be a fantastic few days. And don't hesitate to reach out to Andrea or myself if you need anything.

Thanks again Rob-

Jeff
Jeff Jacobson
Co-Founder



604-762-4992
TALENTBUREAU.COM



#730 508-71 WEST 2nd AVE – VANOUVER, BC – V5Y 0J7 / GST # 85016 6554 RT0001

THIS AGREEMENT (the “Agreement”) is dated as of August 22, 2018.

BETWEEN:

TALENT BUREAU (“Agency”) a division of DSJ Communications Inc. and duly registered under the laws of the Province of British Columbia

AND:

City of Benson (the “Client”)
1410 Kansas Ave
Benson, MN
56215

(the “Speaker”) to appear at the Event or its representative confirm the terms of this Agreement

DOUG GRIFFITHS

Name of Event (the “Event”): 2 Days of Speaking/Consulting
Date and Time of Event: Thursday November 15 and Friday November 16 – Exact Itinerary TBC/Not to Exceed 8 Hrs Per Day
Location of Event: TBC – Benson, MN

Payment Obligations (the “Fee”): A total Fee of **\$20,000 USD** payable to Talent Bureau from the Client as follows:
a. 50 percent deposit due upon receipt of Agreement
b. Full fee due no later than November 1 2018

Additional Expenses:
1. Up to 3 Nights Accommodation, Local Ground Transportation and meals
2. Client shall pay any and all federal, state and local rental, amusement, sales, and other such taxes and fees to obtain necessary licenses and insurance

Additional Obligations:
1. Client acknowledges that nothing contained in this Agreement grants any filming, internet transmission, electronic or multimedia rights, nor any radio or television broadcast or telecast rights, nor does Client have the right to make or sell, or cause any third party to make or sell, any preservation, recordation or account whatsoever of Speaker’s involvement in the Event without express written permission from AGENCY and the Speaker, at their sole discretion.
2. It is understood that the Speaker is not endorsing the Client’s organization or Event, or any party affiliated therewith and shall not be advertised or promoted as doing so.

Agency and the Client hereby agree to the terms and conditions contained herein and to the Terms and Conditions attached hereto as Schedule A, all as part of this Agreement. Please return via DocuSign, e-mail (hello@talentbureau.com) or fax (604.239.0201)

EXECUTION: THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT, as evidenced below.

SIGNED, SEALED AND DELIVERED BY Agency:

SIGNED, SEALED AND DELIVERED BY THE CLIENT:

per:

per:

Authorized Signatory

Authorized Signatory

Date of Signature

Date of Signature

SCHEDULE "A"

WHEREAS the Client desires to engage AGENCY to provide the speaker named in Schedule A (the "Speaker") to appear at the Event; and AGENCY agrees to provide the Speaker on the terms and conditions set forth herein.

WHEREFORE the parties agree as follows:

1. The Client agrees to engage the service of AGENCY to have the Speaker appear at the Event, as such is defined and referenced in Schedule A, on the terms and conditions set forth herein, in Consideration of the Fee set forth herein, which the Client agrees to pay to AGENCY, on the terms and conditions set forth herein.
2. The Client is the sole organizer of the Event and takes full responsibility for all liabilities associated with the Event, except for the organization of the Speaker's appearance at the Event. AGENCY is the sole organizer of the Speaker's appearance at the Event, and the Client agrees not to circumvent AGENCY's role in this regard. Specifically, the Client agrees not to approach the Speaker directly or indirectly for future event bookings without the involvement of AGENCY.
3. The Client understands and acknowledges that it does not have the right to make use of Speaker's name, image, likeness, voice or performance which would constitute or amount to an endorsement of any of its products or that of any third party, entity, product, product category, charity or service, but Client may, up to and until the conclusion of the Event, use the Speaker's name and biographical material in promoting the Event, with all such advertising and promotional materials involving the Speaker being subject to AGENCY's and the Speaker's prior approval, such approval to be at AGENCY and the Speaker's sole discretion.
4. Force Majeure and Cancellation:
 - a. If the Client gives at least THIRTY (30) DAYS notice of cancellation of the Speaker's appearance at the Event, or if at any time for a reason beyond the Client's reasonable control such as illness, injury, treatment for illness or injury, act or threat of terrorism, emergency, government regulation or act of God, the Event is cancelled, AGENCY shall be entitled to keep 50 percent of the Fee and be relieved from all of its contractual obligations to the Client hereunder.
 - b. If the Client does not give at least THIRTY (30) DAYS notice of cancellation of the Speaker's appearance at the Event, then AGENCY shall be entitled to keep 100 percent of the Fee, and to consider the Client's cancellation as a material breach of this Agreement. In place of AGENCY's entitlement under this sub-paragraph, and at AGENCY's option, the Event may be rescheduled to a time convenient for AGENCY, the Client and the Speaker.
 - c. If for any reason the Speaker is unable to appear at the Event, AGENCY will use its best efforts to find a replacement who is acceptable to the Client, failing which, AGENCY will fully refund any fees paid to them by the Client, and the Client shall have no claim for damages against AGENCY or the Speaker.
5. Client shall indemnify, defend and hold harmless AGENCY, the Speaker, and any of their employees and agents, heirs, executors, administrators and successors from and against any and all actions, suits, claims, proceedings, investigations, inquiries, and demands of whatsoever nature or kind, as well as from and against any and all damages, liabilities, losses, costs, including reasonable legal counsel fees, resulting therefrom, which may be brought or made by whomsoever, or which may be suffered, directly or indirectly, by reason of or in any way arising out of or in connection with the Event, save for any willful act of recklessness or gross negligence on the part of AGENCY or the Speaker themselves.
6. The Client shall ensure that it and anyone on its behalf shall keep the terms of this Agreement completely confidential.
7. The parties and the Speaker are independent contractors and not agents or partners of each other. As an independent contractor, the Speaker shall have the exclusive control over the means, method and details of fulfilling the services outlined in this contract. AGENCY shall not be liable for any acts, omissions, statements or commitments of the Speaker.
8. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.
9. Time is of the essence in regards to the performance and terms of this Agreement. A waiver by either party of any term of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by such waiving party. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach.
10. This Agreement constitutes the entire agreement between the parties as to performance of the services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing. No modification of this Agreement is effective unless it is in writing and signed by all the parties.
11. Except in the event injunctive relief is being sought, all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it shall, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the *British Columbia International Commercial Arbitration Centre* under its rules. The place of the arbitration shall be Vancouver, British Columbia. Each party shall continue performance of its obligations under this Agreement notwithstanding the existence of a dispute.
12. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement. The parties shall make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, documents and assurances required to more fully give effect to the terms and conditions hereof.
13. This Agreement may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.

_____ Initials

Talent Bureau
508-71 West 2nd Avenue
Vancouver BC V5Y 0J7
Canada



City of Benson
1410 Kansas Ave
Benson MN 56215
United States

Invoice # 730-B
Invoice Date August 21, 2018
Balance Due (USD) \$10,000.00

Item	Description	Unit Cost	Quantity	Line Total
Doug Griffiths	November 14 and 16 Engagement Final Payment	10,000.00	1	10,000.00

Total 10,000.00
Amount Paid 0.00
Balance Due (USD) \$10,000.00

Terms

Please make cheques payable to "Talent Bureau"

Talent Bureau is a division of DSJ Communications Inc.

Credit Card Payments will be subject to a 3% service charge

Late Payments will be subject to 1.5% interest per month

GST #85016 6554 RT0001

This invoice was sent using FRESHBOOKS

PAYMENT STUB

Talent Bureau
508-71 West 2nd Avenue
Vancouver BC V5Y 0J7
Canada

Client City of Benson
Invoice # 730-B
Invoice Date August 21, 2018
Balance Due (USD) \$10,000.00
Amount Enclosed

Talent Bureau
508-71 West 2nd Avenue
Vancouver BC V5Y 0J7
Canada



City of Benson
1410 Kansas Ave
Benson MN 56215
United States

Invoice # 730-A
Invoice Date August 21, 2018
Balance Due (USD) \$10,000.00

Item	Description	Unit Cost	Quantity	Line Total
Doug Griffiths	November 15 / 16 Engagement	10,000.00	1	10,000.00

Total 10,000.00
Amount Paid 0.00
Balance Due (USD) \$10,000.00

Terms

Please make cheques payable to "Talent Bureau"

Talent Bureau is a division of DSJ Communications Inc.

Credit Card Payments will be subject to a 3% service charge

Late Payments will be subject to 1.5% interest per month

GST #85016 6554 RT0001

This invoice was sent using 

PAYMENT STUB

Talent Bureau
508-71 West 2nd Avenue
Vancouver BC V5Y 0J7
Canada

Client City of Benson
Invoice # 730-A
Invoice Date August 21, 2018
Balance Due (USD) \$10,000.00
Amount Enclosed

Benson Public Schools
District #777
1400 Montana Avenue
Benson MN 56215
Phone: (320)843-2710
Fax: (320)843-2262

INVOICE

Number	Date	Page
2618	09/04/2018	Pg 1 of 1

Ext Invoice No Ref:

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

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

Email:

Customer	Customer PO No.	Sales Order No	Terms	Due Date
1 1104 City of Benson			Due on Receipt	09/04/2018

No.	SKU Code/Description/Comments	Taxable	U/M	Units	Rate	Extended
1	Operational Partnership in Discovery Kids, 17-18 school year	No	EA	1.00	10,000.00	10,000.00

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

To: Rob Wolfington, City Manager
From: Glen Pederson, Director of Finance
Re: Sewer Vac Truck Financing
Date: September 7, 2018



Rob,

At their meeting on February 5th 2018 the City Council approved ordering a new Aquatech Vac truck for the sewer department at the state bid price of \$355,340. The fund does not have a cash balance for this type of purchase so it will need to be financed.

Attached is a proposal from Bank of the West Equipment Finance Group to do a lease purchase on the Vac. This is the same company and type of lease that we currently have for the Fire Department Ladder Truck. I obtained the proposal on February 9th shortly after the unit was ordered. As we get close to delivery of the equipment the bank would like a signed copy in order to start the paperwork.

The actual interest rate charged will not be fixed until the unit is delivered. The rates are linked to their cost of funds which can be somewhat verified by tracking the 10 year treasury bill rates. Interest rates have trended higher since we financed the ladder truck so this lease will be more expensive. Rates since February have been relatively flat so I expect the rate quoted will be pretty close.



February 9, 2018

Mr. Glen Pederson, Director of Finance
City of Benson
1410 Kansas Ave.
Benson, MN 56215

Dear Mr. Pederson:

Bank of the West (BOTW) is pleased to present the following CONFIDENTIAL Equipment Lease Proposal, subject to credit approval, for your consideration:

LESSOR: Bank of the West and/or its participants, affiliates, successors or assignees (collectively referred to as "Lessor").

LESSEE: City of Benson

EQUIPMENT: Aquatech Vac Truck (per your specifications).

DELIVERY DATE: To be determined.

EQUIPMENT COST: \$355,340

LEASE TYPE: Bank Qualified Municipal Lease (\$1 Buyout)

LEASE TERM: 120 months

LEASE RENTAL PAYMENT: Lessee will be required to make payments, with first payment due approximately 30 days following funding, equal to a Rental Factor of 0.991203, multiplied by the Equipment Cost. Based on BOTW's current cost of funds, the interest rate is approximately 3.55%. Payment would be approximately \$3,522.14 per month.

ADJUSTMENTS TO LEASE RENTAL PAYMENTS: The Lease Rental Payments stated above reflect BOTW's current cost of funds as of February 8, 2018 and may be adjusted at time of funding to reflect any changes in the cost of funds. Upon Lease Commencement, the Lease Rental Payments will be fixed for the term of the Lease.

TAX BENEFITS: This transaction will be considered a lease intended for security. Lessor will not claim any depreciation deductions arising out of the ownership of the Equipment.

NET LEASE: This will be a net lease transaction. Lessee, at its own expense, will provide insurance, maintain the Equipment, and pay all fees, property taxes, and other expenses of a similar nature. The Lessee will also indemnify the Lessor against all liability with respect to the Equipment and the entire risk of loss.

INSURANCE: Lessee shall maintain adequate insurance coverage on the Equipment, which must be satisfactory in a form and amount to Lessor, including public liability insurance for property damage and personal injury and physical damage coverage for the full insurable value of the Equipment naming Lessor as loss payee and additional insured.

COSTS AND EXPENSES: Lessee agrees to assist Lessor in perfecting its security interest through the titling and registering process for the vehicles. A documentation fee of \$500 per lease schedule will be due at closing.

DOCUMENTS: Prior to funding, Lessee shall execute all documents reasonably required by Lessor, including but not limited to a Master Lease Agreement, applicable Equipment Schedules, financing statements, Opinion of Counsel and Delivery & Acceptance Certificate. The type, form, contents, sufficiency and due execution of all documents must be satisfactory to Lessor.

NON-BINDING PROPOSAL: **The foregoing is a proposal only and is subject to final approval by Bank of the West. Any commitment offered by lessor thereafter may be terminated in the event of a material adverse change in the financial condition of Lessee or if information provided is false or misleading in regards to the financial condition of Lessee.**

We appreciate the opportunity to be of financial service to the City of Benson. Please return a signed copy of this proposal by March 1, 2018. Should you have questions, please contact me at 402-918-5335.

Sincerely,
Bank of the West

Douglas W. Otto
Vice President

Agreed to:
City of Benson

By: _____

Title: _____

Date: _____

**Resolution Authorizing or Reauthorizing Membership in the 4M Fund
(RESOLUTION 2018 -)**

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the Fixed Rate Programs, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (Prudent Man Advisors, Inc.) or Sub-Advisor (RBC Global Asset Management (U.S.) Inc.), the Administrator (PMA Financial Network, Inc.), the Distributor (PMA Securities, Inc.) or the Fixed Rate Program Providers, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This municipality shall become (or renew its membership as) a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

Section 2. This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Print Name/Title Signature

Print Name/Title Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

Section 3. The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

Section 4. That the municipality may open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bank National Association, or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) or other deposit products and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

It is hereby certified that the Council of the City of Benson adopted this Resolution at a duly convened meeting of the Council held on the ____ day of _____, 201_, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

Secretary to the Council

Dated: _____