

**City Council Meeting Agenda
City Council Chambers
September 6, 2016**

- | | | | |
|-------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| | 1. | 5:30 p.m. Call the Meeting to Order at the Benson City Council Chambers (Mayor) | |
| | 2. | Pledge of Allegiance | |
| | 3. | 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 |
| | 4. | Consent Agenda: | Action Requested |
| | | a. Minutes: | |
| 2-3 | | ▪ 8.15.2016 City Council Minutes | |
| 4 | | ▪ 6.2.2016 Special EDA Minutes | |
| | 5. | Persons with unscheduled Business to Come Before the City Council | |
| 5-7 | 6. | 5:30 Public Hearing – Willmar Fabrication Tax Abatement Request | Information Only |
| 8-16 | 7. | Consider Amending Chapter112: Tobacco Ordinance -First Reading | Action Requested |
| 17 | 8. | Consider Approval of Swift County-Benson Hospital Loan Request-Resolution | Action Requested |
| 17-27 | 9. | Consider Police Capital Authorization Request – Body Cameras | Action Requested |
| 28-30 | 10. | Consider Wastewater Treatment Plant Evaluation | Action Requested |
| 31-32 | 11. | Consider Civic Center Board Request to Pave East Parking Lot | Action Requested |
| 33-38 | 12. | Airport Rehabilitate Pavement Grant and Resolution | Action Requested |
| 39-51 | 13. | 2017 Budget – Draft | Action Requested |
| | 14. | City Hall Project “Keep the Ball Rolling” – Update & Information | Information Only |
| | 15. | Adjourn: Mayor | |
| | | Blight Committee Meeting | |

DRAFT

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
AUGUST 15, 2016**

The meeting was called to order at 5:30 p.m. by Mayor Landmark. Members present: Terri Collins, Jack Evenson, Gary Landmark & Stephanie Heinzig. Members Absent: Jonathon Pogge-Weaver. Also present: Director of Finance Glen Pederson, Police Chief Ian Hodge, Director of Public Works Dan Gens, Marty Siefert with the Coalition of Greater Minnesota Cities, Steve Claussen, Jason & Kathy Hausauer and Nic & Danita Newman.

Mayor Landmark asked for any additions to the agenda, to which there were none. No consent agenda items were moved to the regular agenda. A motion was made by Collins, seconded by Evenson and carried unanimously to approve the agenda. It was moved by Heinzig, Seconded by Collins and carried unanimously to approve the following items on the Consent Agenda:

- July 25, 2016 Special City Council Minutes
- August 1, 2016 City Council Minutes
- July 11, 2016 Planning Commission Minutes
- August 8, 2016 Special City Council Minutes
- Police Report
- Public Works Report

Mayor Landmark asked for people with unscheduled business. Jason & Kathy Hausauer and Nic & Danita Newman approached the Council. Mr. Hausauer stated his storage unit had been broken into in November of 2015, March of 2016 and his shed and boat were broken into in his yard recently. He expressed his concern about the crime in town and asked what a citizen can do to help prevent these break ins. Mr. Newman expressed the increase in walking traffic in the alley behind their houses and asked for lighting in the alley. Hausauer expressed interest in organizing a neighborhood watch group, and asked if an officer could attend. Hodge agreed. Heinzig offered community education on crime prevention could prove helpful. Pederson suggested those interested in adding a street light in their yard contact the City Billing Office. The Council directed Chief Hodge to meet with Hausauer before the September 6, 2016 Council meeting and report back.

Siefert approached the Council and gave a presentation on the 2016 Legislative activity and services proved by the Coalition.

Pederson presented a contract for services for a Small Cities Grant application with the UMVRDC for 2017. He went on to say funding for their scope of work would come from either the Community Development Fund or previous Small Cities grant re-payments. It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the contract as presented.

Next there was discussion on the purchase of a dilapidated home at 1620 Atlantic Ave. for \$18,180.00 It was moved by Evenson, seconded by Collins and carried unanimously to accept the purchase agreement as presented.

Pederson reviewed the July 2016 budget report. He stated it is budget time and we will need to have the proposed 2017 budget and levy passed at the September 19, 2016 City Council Meeting.

It was moved by Evenson, seconded by Collins and carried unanimously to approve bills and warrants in the amount of \$423,148.66.

There being no other business, a motion was made by Collins, seconded by Evenson and carried unanimously to adjourn the meeting at 6:22 p.m.

City Clerk

Mayor

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6/7/16

Special EDA Meeting June 2, 2016

- Members Present:** Stephanie Heinzig, Jon Buyck, Pat Hawley, Sheryl Madden, Jack Evenson, and Rob Wolfington.
- Members Absent:** Rick Horecka
- Also Present:** Assistant City Attorney Ben Wilcox, Jennifer Frost with the Swift County RDA, Angela Ellingson

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

It was moved by Evenson, seconded by Heinzig and carried unanimously to approve the April 21, 2016 regular EDA Minutes.

The loan committee reviewed the EDA loan from Angela Ellingson for Unique Boutique. Loan terms and renters were discussed. Ellingson stated she has rental agreements from a massage therapist and a car detailer. There was discussion about whether a car detailing business can work out of the 1316 Atlantic Ave. building. Financials will be set up by Duane from the Small Business Development Commission. She will use Quickbooks, and if need be she will get help from accountant Melody Reuss. After discussion, Hawley moved to approve the loan in the amount of \$40,000, with the following terms: amortized over 10 years with a 5 year balloon payment, the EDA will hold first position on the building, the loan will be paid out by ACH, the first payment will be due 90 days after closing, a certificate stating there is no mold, proof of insurance and Ellingson is giving a personal guarantee on the loan. The motion was seconded by Madden and carried unanimously. Wolfington stated the City Building Official will issue a Certificate of Occupancy and use.

Wolfington and Frost visited with Paul Pearson from the Rural Business Development program on business incubators and gave recommendations how to proceed.

Wolfington discussed the Swift County-Benson Hospital project. They are in need of \$12.7 million and already have \$12-18 Million in bonds for the recent clinic project. Covenants require profitability in order to do Revenue Bonds. G.O. Bonds are an option, but will require City and County backing. USDA Financing takes about a year. Heads up to the board. Frost stated the County has a lot of major expenses coming up.

Frost went on to outline the need for daycare in Benson, and that it is a pressing economic development need.

There being no other business, it was moved by Hawley, seconded by Madden and carried unanimously to adjourn the meeting at 12:46 p.m.

_____ Chairman

Attest: _____
Treasurer



Received
June 17, 2016
RW ✓

June 14, 2016

To: City of Benson Economic Development Committee
Benson City Council

Re: Request for Property Tax Abatement – 2205 Hall Avenue

Claussen Properties, Inc. is planning to update the building located at 2205 Hall Avenue. At this time, I am formally requesting 100% property tax abatement from the City of Benson for a period of 10 years commencing November 1, 2016.

This request is made to help Claussen Properties lower its tax liability during a time when operating costs will run unusually high. The City of Benson will benefit by the increased tax base with an updated building, and a manufacturing business in a currently under-utilized building.

Thank you for your consideration in this matter.

Sincerely,

Steve Claussen, President
Claussen Properties, Inc.

CITY OF

BENSON MINNESOTA

July 28, 2016

TO: CITY OF BENSON MAYOR AND CITY COUNCIL

RE: TAX ABATEMENT REQUEST

As requested, I have investigated the facts relating to the request for tax abatement which has been made by Steve Claussen of Claussen Properties, Inc. relating to the renovation of its building in Benson (the former Lor-Al building). The purpose of this investigation was to determine whether the proposed project is one that qualifies for an abatement.

In order to qualify the following criteria must be met:

1. The council must expect that the benefits to the city of the proposed abatement will at least equal the costs to the city of the abatement or the council intends that the abatement will phase in a property tax increase caused by an increase in the estimated value of the property of 50% or more in one year

AND

2. The council must find that granting the abatement is in the public interest because one of the following will happen:
 - a. The tax base will be increased or preserved
 - b. The abatement will provide, help acquire or construct public facilities
 - c. The abatement will help redevelop or renew blighted areas
 - d. The abatement will provide access to services for residents of the city
 - e. The abatement will finance or provide public infrastructure
 - f. The abatement will phase in a property tax increase on the parcel resulting from an increase in the estimated value of the property of 50% or more in one year.

AND

3. The property proposed for development cannot be located in a tax increment financing district.

OFFICE OF CITY ATTORNEY

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Benjamin R. Wilcox

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In addition, due to the estimated total amount of the requested abatement the Business Subsidy Act and the City's Business Subsidy Policy also apply. As a result, there is an additional requirement that the recipient will create and retain at least one full-time living wage job with employer paid basic health insurance.

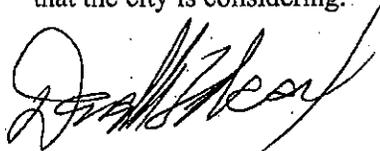
If these threshold requirements are met, then the council may, if it desires, schedule a public hearing on the matter. This public hearing would satisfy both the requirements of the tax abatement statute and the business subsidy act. Only after this public hearing may the council approve a tax abatement.

The relevant facts concerning this project are as follows:

1. The cost of the renovation of the building is expected to be approximately \$350,000.00 and the work is scheduled to be completed before year end. The current taxable market value of the property is \$839,100.00. If the renovations increase the taxable market value of the property on a dollar for dollar basis then the effect on the City's share of the annual real estate tax, assuming no other factors which would impact the value or tax rate, would be an increase of approximately \$5,000.00 per year commencing with the taxes payable in 2018.
2. The abatement requested is the entire local share for 10 years commencing with taxes payable in the year 2017 which would, over the life of the abatement total approximately \$160,000.00 if taxes remain constant over that period. The applicant has no plans to submit an application for abatement to either the school district or the county.
3. The applicant anticipates that at least twenty-five (25) full-time employees will be relocated from Willmar to the renovated facility. The relocated employees include management, engineering and customer service staff more than one of which are professional positions which meet the requirements of the City's business subsidy policy. The applicant also plans to add another fifteen (15) employees in the facility although these plans are dependent upon market conditions in the future.

For an abatement of the type requested, the council must find that the benefits to the city of the proposed abatement will equal the cost to the city of the abatement (approximately \$160,000.00). The council must also find that the abatement is in the public interest based upon the criteria listed above. It seems reasonable to assume that the overall benefits of bringing twenty-five (25) to forty (40) employees to the City will exceed \$160,000.00 taking into account the direct and indirect economic impact. It also appears from the tax data available that tax base of the property will be increased or preserved. Finally, the property is not located in a tax increment financing district. Therefore, in my opinion, the project does qualify for an abatement.

If the council agrees, then the next step in the process is to schedule a public hearing the notice of which must contain a description of the property and the estimated amount of the abatement that the city is considering.



Donald A. Wilcox
Benson City Attorney

CHAPTER 112: TOBACCO AND RELATED DEVICES AND PRODUCTS

Section

112.01 Purpose

112.02 Definitions

112.03 License required

112.04 Application, issuance, and conditions of license

112.05 License fee

112.06 Basis for denial

112.07 Prohibited sales

112.08 Responsibility

112.09 Employee education and training

112.10 Compliance checks and inspections

112.11 Prohibited acts

112.12 Exceptions and defenses

112.99 Violations and penalties

§ 112.01 PURPOSE.

(A) Tobacco is the leading cause of preventable death in Minnesota and the United States. Preventing tobacco use among young people is critical to ending the U.S. tragedy of deaths from tobacco-related causes. Because the City of Benson recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products, and the sales, possession, and use violates both state and federal laws; and because studies, which are hereby accepted and adopted, (i.e. CDC, Minnesota Department of Public Health/ASSIST) have shown that most smokers begin smoking before 18 years of age and those persons who have reached the age of 18 years without starting smoking are significantly less likely to begin smoking; and because tobacco has been shown to be the cause of several serious health problems which place a financial burdens to all levels of government; this chapter shall be intended to regulate sale, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with illegal use of tobacco and related devices and

products, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn. Stat. § 144.391.

(B) The enactment of this chapter directly pertains to and is in furtherance of the health, safety, and general welfare of the residents of the city, particularly those residents under 18 years of age.

§ 112.02 DEFINITIONS.

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

CHILD-RESISTANT PACKAGING. Packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

COMPLIANCE CHECKS. The system the city uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this ordinance. ***COMPLIANCE CHECKS*** shall involve the use of minors as authorized by this ordinance. ***COMPLIANCE CHECKS*** shall also mean the use of minors who attempt to purchase licensed products for educational, research and training purposes as authorized by state and federal laws. ***COMPLIANCE CHECKS*** may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to licensed products.

ELECTRONIC DELIVERY DEVICES. Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. ***ELECTRONIC DELIVERY DEVICES*** includes any component part of a product, whether or not marketed or sold separately. ***ELECTRONIC DELIVERY DEVICES*** does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

INDOOR AREA. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard (0.011 gauge with an 18 by 16 mesh count) window screen is not considered a wall.

LICENSED PRODUCTS. The term that collectively refers to tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products.

LOOSIES. The common term used to refer to a single or individually packaged cigarette or any other licensed product that has been removed from its intended retail packaging and offered for sale.

MINOR. Any natural person who has not yet reached the age of 18 years.

MOVEABLE PLACE OF BUSINESS. Any form of business operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

NICOTINE OR LOBELIA DELIVERY PRODUCTS. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section. **NICOTINE OR LOBELIA DELIVERY PRODUCTS** does not include any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation or for other medical purposes, and is being marketed and sold solely for that approved purpose.

RETAIL ESTABLISHMENT. Any place of business where licensed products are available for sale to the general public. The phrase shall include but not be limited to grocery stores, convenience stores, gasoline service stations, bars, and restaurants.

SALE. Any transfer of goods for money, trade, barter or other consideration.

SELF-SERVICE MERCHANDISING. Open displays of licensed products in any manner where any person shall have access to the licensed products without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the licensed product between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange between the clerk and the customer.

SMOKE or SMOKING. Inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling aerosol or vapor from an electronic delivery device. **SMOKING** includes being in possession of a lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product intended for inhalation, or an electronic delivery device that is turned on or otherwise activated.

TOBACCO or TOBACCO PRODUCTS. Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes, cigars, cheroots, stogies, perique, granulated, plug cut, crimp cut, ready-rubbed, or other smoking tobacco, snuff, snuff flower, cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco, and other kinds and forms of tobacco. **TOBACCO** does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

TOBACCO-RELATED DEVICES. Any pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. **TOBACCO-RELATED DEVICES** includes

components of tobacco-related devices which may be marketed or sold separately.

VENDING MACHINE. Any mechanical, electric or electronic, or other type of device which dispenses licensed products upon insertion of money, tokens, or any other form of payment directly into the machine by the person seeking to purchase the licensed product.

§ 112.03 LICENSE REQUIRED.

No person shall sell, offer to sell, or otherwise dispose of any tobacco, tobacco-related device, electronic delivery device at any place in the city unless a license therefor shall first have been obtained.

§ 112.04 APPLICATION, ISSUANCE AND CONDITIONS OF LICENSE.

(A) ***License application.*** Application for such license shall be made to the Clerk on a form supplied by the city. Such application shall state the full name and address of the applicant, the location of the building and the part intended to be used by the applicant under such license, the kind of business conducted at such location, and such other information as shall be required by the application form. The applicant is required to sign a statement acknowledging that, as a condition of licensing, each merchant will at least once each year, undergo an unannounced compliance check conducted by or under the authority of the city using minors over the age of 15 years but under the age of 18 years. Upon the filing of the application with the Clerk and completion of a brief written questionnaire covering applicable law, the application shall be presented to the Council for consideration.

(B) ***Action.*** The City Council or its designee may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application it deems necessary. If the City Council shall approve the license, the City Clerk shall issue the license to the applicant upon payment of the required fee. If the license is denied, notice of the denial shall be given to the applicant along with the notice for the applicant's right to appeal the decision.

(C) ***Term.*** Every license shall expire on December 31 after its issuance.

(D) ***Transfers.*** All licenses issued shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid.

(G) ***Moveable place of business.*** No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed.

(H) ***Display.*** All licenses shall be posted and displayed in plain view of the general public on the licensed premise.

(I) **Renewals.** The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.

(J) **Issuance as privilege and not a right.** The issuance of a license shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

(K) **Revocation or suspension.** Every such license may be revoked or suspended by the Council for a violation of any provision of this code if the licensee has been given reasonable notice and an opportunity to be heard.

§ 112.05 LICENSE FEE.

No license shall be issued under this chapter until the appropriate license fee is paid in full. The fee shall be established by ~~ordinance~~ and may be amended from time to time.

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§ 112.06 BASIS FOR DENIAL OF LICENSE.

(A) Grounds for denying the issuance or renewal of a license include but are not limited to the following:

(1) The applicant is under the age of 18 years.

(2) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.

(3) The applicant has had a license to sell licensed products suspended or revoked within the preceding twelve (12) months of the date of application.

(4) The applicant fails to provide any information required on the application, or provides false and misleading information.

(5) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.

(B) However, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the city must deny the license.

(C) If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for a license under this chapter.

§ 112.07 PROHIBITED SALES

(A) General. It shall be a violation of this Ordinance for any person to sell or offer to sell any licensed products:

- (1) To any person under the age of 18 years.
- (2) By means of loosies as defined in Section 2 of this chapter.

(3) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intent of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.

(4) By any other means, to any other person, in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

(B) Vending Machines. No license shall sell or dispense any licensed product by use of a vending machine.

(C) Self-Service Sales. It shall be unlawful for a licensee under this chapter to allow the sale of licensed products by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee; and whereby there is not a physical exchange of the licensed products between the licensee or his/her clerk and the customer.

(D) Liquid Packaging. The sale of any liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, that is not contained in child-resistant packaging is prohibited. All licensees under this chapter must ensure that any liquid intended for use in an electronic delivery device is sold in child-resistant packaging. Upon request, a licensee shall provide a copy of the certificate of compliance for full laboratory testing report for the packaging used.

§ 112.08 RESPONSIBILITY.

All licensees under this Ordinance shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the city from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, state or federal law, or other applicable law or regulation.

§ 112.09 EMPLOYEE EDUCATION AND TRAINING.

A licensee shall be responsible for educating its employees about the penalties for violations of the provisions of this chapter and providing periodic training to employees about applicable laws governing sales of tobacco products. At the time of licensing, the licensee will be provided with materials to be used to train retail clerks.

§ 112.10 COMPLIANCE CHECKS AND INSPECTIONS

All licensed premises shall be open to inspection by law enforcement or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premise to attempt to purchase licensed products. Minors used for the purpose of compliance checks shall be supervised by law enforcement or other designated personnel. Minors used for compliance checks shall not be guilty of illegal possession when those items are obtained as a part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Violations will result in more frequent checks. Data obtained from compliance checks shall be provided as soon as is reasonably possible to the tobacco vendor that was the subject of such check and to the City Council. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

§ 112.11 PROHIBITED ACTS.

Unless otherwise provided, the following acts shall be a violation of this chapter:

(A) **Illegal sales.** It shall be a violation of this chapter for any person to sell or otherwise provide any licensed products to any minor.

(B) **Illegal possession.** It shall be a violation of this chapter for any minor to have in his or her possession any licensed product. This shall not apply to minors lawfully involved in a compliance check.

(C) **Illegal use.** It shall be a violation of this chapter for any minor to smoke, chew, sniff or otherwise use any licensed product.

(D) **Illegal procurement.** It shall be a violation of this chapter for any minor to purchase or attempt to purchase or otherwise obtain any licensed product, and it shall be a violation of this ordinance for any person to purchase or otherwise obtain those items on behalf of a minor. It

shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any licensed product. This shall not apply to minors lawfully involved in a compliance check.

(E) Use of false identification. It shall be a violation of this chapter for any minor to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

(F) Smoking. Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a retail tobacco license. Smoking for the purposes of sampling licensed products is prohibited.

§ 112.12 EXCEPTIONS AND DEFENSES.

Nothing in this chapter shall prevent the providing of tobacco or tobacco related devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to an alleged violation of this Ordinance for a person to have reasonably relied on proof of age as described by state law.

§ 112.99 VIOLATIONS AND PENALTIES.

(A) Violations.

(1) Notice. A person violating this chapter may be issued, either personally or by mail, a citation that sets forth the alleged violation and that informs the alleged violator of his or her right to a hearing on the matter. The citation shall provide notice that a hearing must be requested within ten (10) business days of receipt and that hearing rights shall be terminated if a hearing is not promptly requested. The citation shall provide information on how and where a hearing may be requested, including a contact address and phone number.

(2) Hearings.

(a) Upon issuance of a citation, a person accused of violating this chapter may request in writing a hearing on the matter. Hearing requests must be made within ten (10) business days of the issuance of the citation and delivered to the city clerk or other designated city officer. Failure to request a hearing within ten (10) business days of the issuance of the citation will terminate the person's right to a hearing.

(b) The city clerk or other designated city officer shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least ten (10) business days prior to the hearing.

(3) **Hearing Officer.** The City Council shall designate a hearing officer. The hearing officer must be an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

(4) **Decision.** A decision shall be issued by the hearing officer within ten (10) business days. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under division (B) of this section, shall be recorded in writing, a copy of which shall be provided to the city and the accused violator by in person delivery or mail as soon as practicable. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, those findings shall be recorded and a copy provided to the city and the acquitted accused violator in person delivery or by mail as soon as practicable. The decision of the hearing officer is final.

(5) **Appeals.** Appeals of any decision made by the hearing officer shall be filed in Swift County District Court within ten (10) business days.

(6) **Continued violation.** Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

(B) Administrative penalties.

(1) **Licensees.** Any licensee found to have violated this chapter, or whose employee shall have violated this chapter, shall be charged an administrative fine of \$75.00 for a first violation; \$200.00 for a second offense at the same licensed premises within a 24-month period; and \$250.00 for a third or subsequent offense at the same location within a 24-month period. Upon a fourth violation, the license shall be revoked.

(2) **Other individuals.** Other individuals, other than minors regulated by division (C)(3) of this section, found to be in violation of this ordinance shall be charged an administrative fine of \$50.

(3) **Minors.** Minors found in unlawful possession of or who unlawfully purchase or attempt to purchase licensed products shall be subject to an administrative fine, or may be subject to tobacco-related education classes, diversion programs, community services, or another penalty that the city believes will be appropriate and effective. The administrative fine or other penalty shall be established by the City Council upon consultation with interested parties of the courts, educators, parents and children to determine an appropriate penalty for minors in the city. This administrative fine or other penalty may be established by ordinance and amended from time to time.

(4) **Statutory penalties.** If the administrative penalties authorized to be imposed by Minn. Stat. § 461.12, as it may be amended from time to time, differ from those established in this section, then the higher penalties shall prevail.

(C) **Misdemeanor prosecution.** Nothing in this section shall prohibit the city from seeking prosecution as a misdemeanor for any alleged violation of this ordinance.

**SWIFT COUNTY-BENSON HOSPITAL
CAPITAL IMPROVEMENT RESOLUTION
(RESOLUTION 2016-)**

WHEREAS, Swift County – Benson Hospital, (SCBH), is engaged in studying the feasibility of a capital improvement project which will potentially include the construction of a senior living facility and remodeling of the existing hospital plant; and,

WHEREAS, as part of this feasibility study includes determining the scope of the project that would be feasible and exploring options for financing the project if found to be feasible; and,

WHEREAS, under the Minnesota enabling statute that authorized the formation of SCBH as a hospital district, SCBH has no authority to borrow funds in excess of \$50,000.00 without the approval of the County of Swift and the City of Benson; and,

WHEREAS, one component of the feasibility study is an Examined Forecast to be completed by Eide Bailly, the estimated cost of which to SCBH will be \$85,000.00; and,

WHEREAS, SCBH is unwilling to expend \$85,000.00 for the Examined Forecast unless it has the assurance from the County of Swift and the City of Benson that if the project is determined to be feasible and if SCBH identifies a source of financing which either does not require the financial backing of the county or city or requires the financial backing of the county or city in a form acceptable to the county and city then, under those circumstances, the County of Swift and the City of Benson will not withhold their approval of such financing; and;

WHEREAS, the City of Benson is supportive of the efforts of SCBH in regard to the proposed capital improvement project.

NOW THEREFORE BE IT HEREBY RESOLVED that if, after completion of the feasibility study, SCBH determines that all or part of the proposed capital improvement project is financially feasible and if SCBH successfully identifies a source of financing which either does not require the financial backing of the city or requires only financial backing of the city in a form that is acceptable to the city then, under those circumstances, the City of Benson will not withhold approval of such financing by SCBH for its feasible capital improvement project up to the amount needed to complete the proposed senior housing facility, complete the proposed remodeling of the existing hospital plant and payoff the existing bonded debt of SCBH.

**CITY OF BENSON
CAPITAL AUTHORIZATION REQUEST**

1 Fund: Capital Outlay Department: Police Department

Prepared by: Chief Ian D. Hodge Date: 09.01/2016

Describe Proposed Capital Expenditure: Watchguard Vista 4RE Body Cameras

Does Proposed Expenditure Replace Existing Equipment? Yes If Yes, Describe Use of Replaced Equipment: The new body cameras would replace our currently issued Scorpion body camera system.

2 If Included in Capital Improvements Program:

What Year:

What Heading:

Budgeted Amount:

3 Total Cost: \$14,940.00

-Trade-in (if applicable): -\$ 0 +Net Book

Value (depreciated value): +\$

-Net Capitalized Cost: -\$14,940.00

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

The objective of this purchase is to provide enhanced video recording capability in relation to officer interaction in the pursuit of investigation of crime. The new cameras will also aid in prosecution as they will provide real time high quality images and audio recording of suspect statements and actions.

5 Approval Section:

Action taken:

Department Supervisor

 Signature

Date

09/01/2016

Division Director _____

City Manager _____

City Council Approval (If Applicable) _____ Council Meeting _____

SECTION 1

Fund: Indicate fund through which capital purchase is to be financed

Department: Indicate which department the purchase is for

Prepared by: Form preparer's name

Date: Date prepared

Describe Proposed

Capital Expenditure: Briefly explain expenditure

Does Proposed Expenditure

Replace Existing Eq: Indicate yes or no

If Yes, Describe Use of

Replaced Equipment: Indicate whether the equipment is to be traded in, abandoned, used in a different dept., etc.

SECTION 2

If included in Capital

Improvements Program: If so, go to what year; if not, skip to Section 3

What Year: Indicate year that Capital Expenditure was planned for

What Heading: Indicate title as listed in Capital Improvement Program

Budgeted Amount: Indicate dollar amount listed in Capital Improvement Program

SECTION 3

Total Cost: Write in the Total Cost before trade-in, if any

Trade-in: Trade-in allowance

Net Book Value: Write in the depreciated value of trade in if known. If not known, see Director of Finance.

Net Capitalized Cost: Use total cost and subtract the trade-in allowance and then add any net book value to determine the net capitalized cost

SECTION 4

Provide enough information here so a person that is unfamiliar with the project or equipment could understand why it is needed. Use as much space as necessary.

SECTION 5

Approval: Turn completed form in to your immediate supervisor for completion of the approval section.



Complete Integration With 4RE In-Car Video

- 4RE automatically activates VISTA, and it automatically stops VISTA when the incident is over
- VISTA automatically activates 4RE
- VISTA automatically becomes an additional camera view within the 4RE in-car recording
- 4RE automatically pushes the category type (plus any case number or incident IDs) to VISTA
- 4RE automatically sets the officer name and the configurations for VISTA

VISTA WiFi maintains an intelligent link to 4RE with almost no impact to VISTA's battery life. The integrated GPS receiver ensures perfect time synchronization between 4RE and VISTA.

Optional Smart Phone Application: VISTA Mobile Companion

- Automatically and securely pairs with VISTA
- Categorize recordings
- Enter incident IDs, case number, and more
- Play back recordings in HD at full frame rates
- The live viewfinder lets you see what the camera sees
- Can control the VISTA camera remotely
- Change officer alerts types, volume, and brightness
- Toggle VISTA in or out of covert mode



VISTA WiFi

Incorporates a WiFi Direct radio system and a GPS receiver



With 4RE/VISTA Auto-Triggering



415 Century Parkway, Allen, TX 75013

WatchGuardVideo.com

1.800.605.6734

Accepting pre-orders in December 2015
Shipping in early Q2 2016

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



4RE & VISTA Price Estimate

Provided By: Steve Doble 612-306-8241
Contract #:

Agency Name: **Benson Police Dept.**
Contact Person: **Chief Ian Hodge (ian.hodge@city.co.swift.mn.us)**
Contact Info: **1410 Kansas Ave. / Benson, MN 56215**
Date: **April 5, 2016**

TOTAL PROJECT ESTIMATED AT
\$14,940.00

VISTA HD Extended Capacity System Quantity

Item	Description	Quantity
VIS-EXT-KIT-001	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes 32 GB of storage, USB charge and upload docking base and 1 year warranty.	10

MSRP	Direct	Extended
\$ 1,375.00	\$ 1,145.00	\$ 11,450.00

VISTA HD Standard Capacity System Quantity

Item	Description	Quantity
VIS-STD-KIT-001	VISTA HD Standard Capacity Wearable Camera with 6 hours continuous HD recording. Includes 32 GB of storage, USB charge and upload docking base and 1 year warranty.	0

MSRP	Direct	Extended
\$ 955.00	\$ 795.00	\$ -

VISTA HD Options and Accessories Quantity

Item	Description	Quantity
VIS-CHG-DTC-001	VISTA HD USB Charge and Upload Docking Base	0
VIS-MNT-KIT-001	VISTA HD Locking Magnetic Chest Mount	0
VIS-CHS-STP-001	VISTA HD Adjustable Chest Strap Kit	0
VIS-BLT-CLP-100	VISTA HD Shirt Clip with Slider	0
VIS-BLT-CLP-001	VISTA HD Duty Belt Clip	0
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate	0
VIS-MNT-MOL-001	VISTA HD, Molle Mount	0
VIS-MNT-RAM-001	VISTA HD, Ram Mount - VISTA Mounting Plate with 1" Ram Ball	0
VIS-MNT-TRI-001	VISTA HD, Tripod Mount	0
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	0
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	1
VIS-WRL-BAT-100	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAh	0
VIS-WRL-BAT-001	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAh	0

MSRP	Direct	Extended
\$ 114.00	\$ 95.00	\$ -
\$ 60.00	\$ 50.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 36.00	\$ 30.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 42.00	\$ 35.00	\$ -
\$ 42.00	\$ 35.00	\$ -
\$ 36.00	\$ 30.00	\$ -
\$ 1,794.00	\$ 1,495.00	\$ 1,495.00
\$ 54.00	\$ 45.00	\$ -
\$ 42.00	\$ 35.00	\$ -

VISTA HD Hardware Warranties Quantity

Item	Description	Quantity
WAR-VIS-CAM-3RD	VISTA HD 3 Year No-Fault Warranty, Years 1 - 3	0
WAR-VIS-3YR-BUN	VISTA HD 3 Year No-Fault Hardware / Software Bundle, Years 1 - 3	0

MSRP	Direct	Extended
\$ 456.00	\$ 380.00	\$ -
\$ 696.00	\$ 580.00	\$ -

Evidence Library 4 Web VISTA Device License and Combo Discount License Quantity

Item	Description	Quantity
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License <i>Includes 1st Year of Software Maintenance</i>	10
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License <i>Discount for ordering with 4RE</i>	0

MSRP	Direct	Extended
\$ 135.00	\$ 112.50	\$ 1,125.00
\$ 90.00	\$ 75.00	\$ -

Total VISTA Equipment \$ 14,070.00

Manual Adjustments

Description: **Deduct for 5 units that don't need in-car bases (\$200.00 x 5)**

\$ (1,000.00)

Notes: *Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate.*
ESTIMATE VALID FOR 30 DAYS

Subtotal: \$ 13,070.00
UPS Ground Shipping: \$ 145.00
Taxes: 0.0% \$ -

VISTA TOTAL: \$ 13,215.00

415 Century Parkway
Allen, TX 75013
(800) 605-6734
www.watchguardvideo.com



4RE & VISTA Price Estimate

Provided By: Steve Doble 612-306-8241
Contract #:

Agency Name: **Benson Police Dept.**
Contact Person: **Chief Ian Hodge (ian.hodge@city.co.swift.mn.us)**
Contact Info: **1410 Kansas Ave. / Benson, MN 56215**
Date: **April 5, 2016**

TOTAL PROJECT ESTIMATED AT
\$14,940.00

4RE In-Car System and Options

		Quantity
4RE-200-GPS-PAN	4RE In-Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.	0
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0
4RE Audio Expansion	Upgrade to Audio Expansion. Adds support for dual HiFi Mics.	0
MOBILE APP	4RE Mobile App. Laptop interface software.	0

	MSRP	Direct	Extended
	\$ 5,675.00	\$ 4,995.00	\$ -
	\$ 300.00	\$ 275.00	\$ -
	\$ 125.00	\$ 100.00	\$ -
	\$ 85.00	\$ 50.00	\$ -

4RE Interview System and Options

		Quantity
4RE-200-DOM-INT	4RE Interview Room Camera System. Includes dome camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera. Price does not include installation.	0
CAM-BST-101-NEW	4RE Interview Room Dome Camera with audio	0
CAM-INT-PIR-COV	4RE Interview Room Covert Camera	0
CAM-INT-PIN-103	4RE Interview Room Pinhole Camera	0

	MSRP	Direct	Extended
	\$ 5,675.00	\$ 4,995.00	\$ -
	\$ 240.00	\$ 200.00	\$ -
	\$ 240.00	\$ 200.00	\$ -
	\$ 210.00	\$ 175.00	\$ -

4RE Motorcycle System

		Quantity
4RE-64S-GPS-VTY	4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900 MHz Hi Fidelity wireless microphone, hardware & cabling and 1 yr. warranty.	0
4RE-64S-GPS-HND		0
4RE-64S-GPS-HAR		0
4RE-64S-GPS-BMW		0

	MSRP	Direct	Extended
	\$ 5,830.00	\$ 5,295.00	\$ -

Wireless Video Transfer and Networking Options

		Quantity
4RE-WRL-KIT-05C	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	0
HDW-ETH-SWT-005	4RE, Power Over Ethernet / Gigabit 4-port Switch	5

	MSRP	Direct	Extended
	\$ 345.00	\$ 200.00	\$ -
	\$ 220.00	\$ 195.00	\$ 975.00

Camera Configuration Options

		Quantity
CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional	0
WGA00485	Auxiliary Camera	0

	MSRP	Direct	Extended
	\$ 220.00	\$ 195.00	\$ -
	\$ 220.00	\$ 195.00	\$ -

Microphone Options

		Quantity
DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0
TRANSMITTER	Wireless Transmitter (additional / replacement)	0

	MSRP	Direct	Extended
	\$ 789.00	\$ 699.00	\$ -
	\$ 110.00	\$ 99.00	\$ -
	\$ 385.00	\$ 345.00	\$ -

4RE Hardware Warranties 1st year is included with a new 4RE purchase.

		Quantity
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	0
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	0
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0
WAR-4RE-5YR-BUN	4RE 5 Year No-Fault Hardware / Software Bundle, Years 1 - 5	0

	MSRP	Direct	Extended
	\$ 120.00	\$ 100.00	\$ -
	\$ 240.00	\$ 200.00	\$ -
	\$ 390.00	\$ 325.00	\$ -
	\$ 540.00	\$ 450.00	\$ -
	\$ 1,650.00	\$ 1,375.00	\$ -

Evidence Library 4 Web 4RE Device License and Combo-Discount License

		Quantity
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License <i>Includes 1st Year of Software Maintenance</i>	0

	MSRP	Direct	Extended
	\$ 180.00	\$ 150.00	\$ -

Miscellaneous Options and Accessories

		Quantity
RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	0
CUSTOM 1	Used for additional items, offers or discounts	0

	MSRP	Direct	Extended
	\$ 85.00	\$ 75.00	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

Total 4RE Equipment \$ 975.00

Manual Adjustments

Description:		\$ -
Notes:	Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate. ESTIMATE VALID FOR 30 DAYS	Subtotal: \$ 975.00
		UPS Ground Shipping: \$ -
		Taxes: 0.0% \$ -
		4RE TOTAL: \$ 975.00

Benson Police Department
Policies & Procedures

Index No Op4-32-00

Order Date: 9/28/2010

Rev Date: 9/1/2016

Subject: In-Car Camera/Body Worn Camera Policy

Ref. Documents: MN Statutes Chapter 13, Minnesota Statute 169.98, Statute 626 Chapter.

Purpose The purpose of this policy is to provide the Benson Police Department with guidelines for the use, management, access, retention, handling of evidence, degaussing, storage, and retrieval of audio-visual media recorded by in-car video systems and body worn camera systems.

Policy: Definitions

1. Recorded Media - Means audio-video signals recorded on any of several storage devices, including, but not limited to portable digital storage devices (CD, DVD, hard drive, flash card, etc.).
2. In-Car Camera System and Mobile Video Recorder (MVR) - These are synonymous terms and refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at minimum, a camera, microphone, recorder, and monitor.
3. Supervisor - Licensed peace officers appointed with responsibility to serve as a supervisor.
4. MVR Technician - Personnel, licensed or civilian, that are trained in the operational use and repair of MVRs, duplicating methods, storage and retrieval methods and procedures, and who possess a working knowledge of video forensics and evidentiary procedures.
5. Degaussing - Electronic cleansing by overwriting, erasing, and/or destruction of electronic storage media of analog and digital recording media that returns the media to its original state so it is ready for the imprinting of new images.
6. Activate - Any process which causes the MVR system to transmit or store video or audio data.
7. Law Enforcement Operator (LEO) - Primarily, a licensed peace officer, but on occasion may be a non sworn representative of the agency, who would be authorized and assigned to operate MVR equipped vehicles to the extent consistent with Minnesota Statute 169.98.
8. MGDPA - The Minnesota Government Data Practices Act, MN StatutesCh. 13.
9. BWC - Body Worn Camera

Policy

The use of the MVR/BWC system provides documentation of law enforcement interaction with the public by providing evidence for the judicial system, internal review, or review by the public through formal request by agency specific method. The primary function of the MVR/BWC is for officer safety and not to initiate disciplinary action against the officer, but the data collected on the MVR/BWC may be used as evidence relating to a complaint of misconduct made against a LEO by any person present at the scene of the incident when such complaint could result in additional training, counseling or disciplinary action in accordance with agency policy.

Scope: All personnel of the Benson Police Department charged with the duties of handling video evidence.

Procedure:

D. Procedures

1. Operational Objectives

The Benson Police Department has adopted the use of MVRs and Body Worn Camera's to accomplish the following objectives:

- a. To enhance officer safety
- b. To accurately document statements and events during the course of an incident
- c. To enhance the officer's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation
- d. To provide an impartial measurement for self-critique and field evaluation during recruitment and new officer training
- e. To preserve visual and audio information for use in current and future investigations
- f. To enhance the public trust by preserving objective factual representations of officer-citizen interactions in the form of video and audio recordings made via an in-car camera system, and Body Worn Camera.
- g. To identify training needs

2. General Procedures

It is the responsibility of all LEO's of the Benson Police Department to ensure that the audio-video recording equipment is properly installed and or worn according to the manufacturer's recommendations.

- a. MVR equipment and Body Camera's shall automatically activate when emergency equipment (lights, sirens) is operating or a LEO can start recording when they are outside their vehicle via a wireless transmitter. The system may also be activated manually from the control panel affixed to the interior of the vehicle.
- b. Placement and operation of system components within the vehicle shall be based on officer safety requirements and manufacturers recommendations.
- c. All staff shall successfully complete an agency approved course of instruction prior to being deployed with MVR/Body Worn Camera systems in operational settings.
- d. The agency will establish and maintain a method for the public to view recorded events to the extent that such data is classified as public under the MGDPA.
- e. The agency will ensure officers, investigators, and prosecutors have access to the recorded events according to agency specific method for making the recordings accessible within the criminal justice system.
- f. The MVR System shall be configured to minimally record for 30 seconds, prior to an event. The agency has the discretion to increase the pre event record time.
- G. The MVR System may not be configured to record audio data occurring prior to activation.

3. Officers' Responsibilities

Inspection and general maintenance of MVR/BWC equipment installed in agency vehicles shall be the responsibility of the LEO using the vehicle.

- a. MVR/BWC equipment shall be operated in accordance with the manufacturer's recommended guidelines and agency training and policies.
- b. Prior to beginning each shift, the LEO shall perform an inspection to ensure that the MVR/BWC is performing in accordance with the manufacturer's recommendations covering the following matters:
 - Remote audio transmitter is functional and has an adequate power source
 - Connected to the recording equipment
 - The transmitter can remotely activate the system
 - The view of all cameras shall be free of obstruction
 - All camera lenses shall be operational
 - Camera facing intended direction
 - Recording mechanism capturing both audio and video information

- System plays back both audio and video tracks

Malfunctions, damage or theft of in-car camera equipment or BWC shall be reported to the immediate supervisor prior to placing the unit into service.

1. A Memo shall be completed documenting the suspected cause(s) of equipment failure or any recommendations for corrective actions. A supervisor shall determine if the vehicle shall be placed in service without an operating MVR.

4. Mandatory MVR/BWC Recording

To the extent practical without compromising officer safety, the MVR/BWC system shall be activated and/or operated under the following circumstances and conditions:

- a. Traffic stops (to include, but not limited to traffic violations, stranded motorist assistance and all crime interdiction stops)
- b. Priority responses
- c. Vehicle pursuits
- d. Arrests
- e. Vehicle searches
- f. Physical or verbal confrontations, or use of force
- g. Prisoner transports
- h. Crimes in progress
- i. Mental Health Transports
- j. Any situation or incident that the officer, through training and experience, believes should be audibly and visually recorded
- k. Law enforcement operators are encouraged to narrate events using the audio recording, so as to provide the best documentation for pretrial and courtroom presentation
- l. When the MVR/BWC is activated, law enforcement officers shall ensure that the audio portion is also activated so all events are properly documented
- m. And others at agency or officer discretion
- n. Body mics/BWC shall be worn at all times and activated in accordance to policy.

5. Operational Protocols

- a. To prevent bleed over and/or noise from other MVRs/BWC in systems using low band transmitters (analog), only the primary LEO initiating the contact shall activate his or her audio recorder.
- b. LEO'S using digital transmitters that are individually synchronized to their individual MVR/BWC shall activate both audio and video recordings when responding in a support capacity in order to obtain additional perspectives of the incident scene.
- c. LEO'S may have access to review the recordings when preparing written reports or statements of events to help ensure accuracy and consistency of accounts.
- d. With the exception of law enforcement radios or other emergency equipment, LEO'S shall not use other electronic devices within the law enforcement vehicle that may accidentally or intentionally interfere with the capability of the MVR/BWC System to record audio data.
- e. To prevent damage, original recordings shall not be viewed in any equipment other than the equipment issued or authorized by the MVR/BWC technician
- f. MVR/BWC recordings shall be considered evidence, designated by the LEO for the appropriate retention and be submitted to the agency's MVR/BWC Technician to ensure that the recording is retained in accordance with the agency's policy.
- G. Any other activities when in the LEO'S judgment it would be beneficial to do so.
- h. When the MVR is activated to document an event, it shall not be deactivated until the event has been concluded unless:

1.. The intention to stop the tape has been noted by the LEO either verbally or in a written notation.

6. Supervisor's Responsibilities

a. Supervisors shall issue unrecorded media.

1. The numbered media will be assigned to a specific vehicle/Officer.

a. When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, agency shootings, agency involved crashes, a supervisor shall respond to the scene and ensure that the appropriate supervisor, MVR/BWC technician, or crime scene investigator removes the recorded media. The technician or investigator shall then:

1. Place the media into evidence and provide copies to authorized investigative personnel

2. Ensure the appropriate notation is made in the chain of custody log for that case file

d. Supervisors who are informed or otherwise become aware of malfunctioning equipment shall ensure that authorized personnel make repairs in a timely manner.

e. Supervisors shall conduct periodic reviews of officer assigned media in order to periodically:

1. Assess officer performance

2. Assure proper functioning of MVR/BWC equipment

3. Determine if MVR/BWC equipment is being operated properly

4. Identify recordings that may be appropriate for training

g. Supervisors shall conduct more frequent reviews of personnel who are newly assigned MVR/BWC equipment in order to ensure compliance with agency policy. These reviews shall continue until such time as the supervisor believes new operator is competent. Supervisors shall thereafter conduct agency designated reviews.

7. Technician's Responsibilities

a. The MVR/BWC technician shall be responsible for the following:

1. Long-term storage of media deemed to be of evidentiary value consistent with the agency's evidence storage protocols and retention schedule

8. Media Access

a. All recording media, recorded images and audio recordings are the property of the agency and subject to the provisions of the MGDPA. Dissemination outside of the agency is strictly prohibited except to the extent permitted under the MGDPA, Peace Officer Disciplinary Procedures Act or other applicable law and without written authorization of the agency's chief executive or his or her designee.

B. To prevent damage to, or alteration of, the original recorded media; it shall not be copied, viewed or otherwise inserted into any device not approved by the agency MVR/BWC technician or forensic media staff.

C. When possible, a copy of the original media shall be used for viewing by investigators, staff, training personnel, and the courts (unless otherwise directed by the courts) to preserve the original media in pristine condition.

D. At the conclusion of the trial proceedings or as otherwise authorized by the prosecutor's office for which the media was required, all copies shall be submitted to the MVR/BWC technician for further storage.

E. An officer who is captured on or referenced in the video or audio data may review such data and use the data for any purpose relating to his/her employment.

9. Handling of Evidence

a. The MVR/BWC equipment will be used in the prosecution of those who violate the law, and to provide objective information concerning police/citizen contacts.

B. Recordings containing data which must be retained in anticipation of pending civil action or are collected as part of an active investigation for the commencement or defense of a pending civil action against the state shall continue to be in the control of the agency, in conjunction with the Attorney General's Office.

C. When a recording contains evidence for a case which is being investigated by another agency, that agency shall be provided a duplicate copy of the recording with the approval of

the Chief Law Enforcement Officer.



Stantec

2335 Highway 36 West, St. Paul MN 55113-3819

August 5, 2016

Dan Gens
City of Benson Public Works Director
1410 Kansas Ave
Benson, MN 56215

Reference: WWTF Condition Evaluation

Dear Dan,

Stantec proposes to visit the Benson WWTF and provide an evaluation of the condition of structures and process equipment. The site visit will be provided by experienced process and structural engineers. These engineers will also photograph and document the condition of mechanical, electrical, and architectural equipment and features of the facility. Our architect, electrical designer and mechanical engineer will review the information gathered during the site visit. As described in the attached scope, Stantec will provide budgetary costs for repair or replacement of components where improvements are necessary. Improvements will be prioritized and summarized in a brief report.

Stantec proposes to complete the attached Scope of Services for an hourly not to exceed fee of \$9,900, which includes reimbursable expenses such as mileage. The following are not included in our proposed services:

1. Testing of any materials or components
2. Evaluation of wastewater process performance
3. Evaluation for Code compliance
4. Design services
5. Other services not specifically included in the Scope of Services

Services will be provided in accordance with the Master Services Agreement between Stantec and the City of Benson. If this proposal is acceptable please sign below and return one copy for our records. Thank you for the opportunity to continue to serve the City of Benson.

Regards,

STANTEC CONSULTING SERVICES INC.

CITY OF BENSON:

Tom Dye
Sr. Associate
Phone: (651) 967-4651
thomas.dye@stantec.com

Signature and Date

Attachment: Scope of Services
c. Eric Lembke, Stantec

Name and Title

df z:\benson\wwtf cond assess - proposaldocx.docx

Design with community in mind

Scope of Services
Condition Evaluation for Wastewater Treatment Facility
Benson, Minnesota
2016

1. CONDUCT A VISIT TO THE WASTEWATER TREATMENT FACILITY (WWTF)
 - a. Along with City and operational staff, Stantec will provide one wastewater process engineer and one structural engineer to visit the Benson WWTF and perform the following:
 - i. Evaluate process equipment condition, age, and performance. Boiler for anaerobic digester will be an area of focus.
 - ii. Discuss equipment operation and maintenance history with operators.
 - iii. Evaluate condition of structures. Focusing on trickling filter exterior, digester covers and effluent filters.
 - iv. Observe and photograph electrical and controls equipment to document condition, age and performance. Discuss systems with operators. Electrical system designer will review information gathered during site visit.
 - v. Observe and photograph mechanical (HVAC and plumbing) equipment to document condition, age and performance. Discuss HVAC equipment maintenance history with operators. Filter building will be an area of focus. Stantec mechanical engineer will review information gathered during site visit.
 - vi. Observe and photograph architectural features of buildings to document condition. Architect will review information gathered during site visit.
2. RECOMMEND IMPROVEMENTS FOR WWTF
 - a. Determine cost effective improvements for each component, process and facility
 - b. Prioritize improvements based on condition and life expectancy of component, how critical component or process is to facility, current performance, and future needs.
3. PROVIDE BUDGETARY COST ESTIMATES FOR RECOMMENDED IMPROVEMENTS.
 - a. Provide budgetary level cost estimates of improvements.
 - b. Include soft costs such as engineering and administration where applicable.

4. PROVIDE REPORT SUMMARIZING FINDINGS AND RECOMMENDATIONS.

- a. Describe current condition of facilities and equipment.
- b. Briefly describe each recommended improvement.
- c. Provide final priority list with budgetary cost of improvements.
- d. Discuss draft report with City of Benson Public Works Director Dan Gens and make any requested changes.
- e. Provide report in final form.

Val Alsaker

From: Rob Wolfington
Sent: Tuesday, August 23, 2016 1:15 PM
To: Val Alsaker
Subject: FW: Helipad Driveway.xlsx
Attachments: Helipad Driveway.xlsx

Please add to the cc agenda for September 6th.

-----Original Message-----

From: Bill McGeary [<mailto:bill.mcgeary@co.swift.mn.us>]
Sent: Tuesday, August 23, 2016 9:50 AM
To: Rob Wolfington
Cc: Glen Pederson
Subject: FW: Helipad Driveway.xlsx

here is Dan Gens estimate. Can you put the CC Board on the agenda for the Sept 6th meeting, please, with a request of covering 1/2 the cost of paving the east parking lot at the CC, for \$10,290.00, and the CC Board will pay the other 1/2 at \$10,290.00?

Bill McGeary

From: Glen Pederson [glen.pederson@city.co.swift.mn.us]
Sent: Monday, August 22, 2016 3:06 PM
To: Bill McGeary
Subject: FW: Helipad Driveway.xlsx

Bill,

Dan said this calculation only goes to the end of the old warming house. To go further east he said to add \$3,500.

Thanks.

Glen Pederson
Director of Finance
City of Benson
1410 Kansas Ave
Benson, MN 56215
Pop. 3240
Ph 320-843-5445
Fax 320-842-7151

From: Dan Gens
Sent: Monday, August 22, 2016 2:36 PM
To: Glen Pederson
Subject: Helipad Driveway.xlsx

Heliport Driveway 20' x 320' = 80 Tons of asphalt

\$70.00 per ton of asphalt

70 x 80 = \$5,600.00 cost to pave driveway

Civic Center Parking Lot 150 x 130 = 244 tons of asphalt

70 x 244 = \$17,080.00 cost parking lot

Rob Wolfington

From: Burrell, Robert (DOT) <robert.burrell@state.mn.us>
Sent: Friday, August 12, 2016 4:15 PM
To: Rob Wolfington - Benson
Cc: Boerner, Daniel (DOT)
Subject: SP 7601-34, AIP 09-16, Rehabilitate Pavements Grant
Attachments: resolution-7601-34-BBB.pdf; state-grant-agreement-7601-34-BBB.pdf

Mr. Wolfington,

We have attached the State Agreement & Resolution documents for signatures for SP A7601-34, Rehabilitate Pavements & Install circle for windcones grant. Once you have the City's designated signatures please email the agreement and resolution documents to either Dan Boerner or I.

Thank you.

Robert Burrell
Airport Development Engineering Specialist
MnDOT Aeronautics
222 East Plato Blvd
St. Paul, MN 55155
651-234-7223

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION
(RESOLUTION 2016-)**

It is resolved by the City of Benson as follows:

1. That the state of Minnesota Agreement No. 1026290,
“Grant Agreement for Airport Improvement Excluding Land Acquisition,” for State
Project No. A7601-34 at the Benson Municipal Airport is accepted.
2. That the Mayor and the City Manager are authorized to execute this Agreement and any
amendments on behalf of the City of Benson

**GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
 EXCLUDING LAND ACQUISITION**

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation (“State”), and the City of Benson (“Recipient”).

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project (“Project”) as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until September 30, 2020.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Rehabilitate Runway, Taxiways, Apron; Install Circle for WC	90%	5%	5%

3. The Project costs will not exceed \$123,717.00. The proportionate shares of the Project costs are: Federal: Committed \$111,345.00, Multi-Year Amount: \$0.00; State: \$6,185.85, and Recipient: \$6,186.15. This project is not estimated to be completed this fiscal year and the federal multiyear amount is an estimate only. These additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the “Project Engineer”) to oversee the Project work. If, with the State’s approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the “Project Engineer” will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Purchase Order: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

Mn/DOT Contract Management

as to form & execution

By: _____

Date: _____

September 1, 2016

Mayor & Council:

Please find attached a Draft 2017 City of Benson General Fund Budget for your consideration. The draft budget is balanced and maintains the same level of service and capital investment as found in the 2016 budget.

The draft budget proposes a 10.1% increase in the property tax levy. This increase is necessary to make the following investments:

1. \$90,865 Fire Truck lease payment.
2. 7.5% Health Insurance increase.
3. 3% Increase in salaries for AFSCME & LELS.
4. \$60,000 Transfer to the Golf Club.
5. \$500,000 General Capital Outlay.

This 10.1% increase represents an additional levy increase of \$150,451 over last year's levy of \$1,494,200.

If you have any questions about the proposed budget please do not hesitate to call. Thank you for your consideration.

Rob Wolfington
City Manager

2015 Actual Levy	Tax Capacity Levy	Market Value Levy	Final 2015 Levy
Description			
General Fund	631,310		631,310
Claussen Properties II Abatement (final)	20,000		20,000
Police Personnel	587,000		587,000
Library Fund	109,710		109,710
G.O. Swimming Pool	0	<u>75,705</u>	<u>75,705</u>
Total Levy	1,348,020	75,705	1,423,725
			2.2%

2016 Actual Levy	Tax Capacity Levy	Market Value Levy	Final 2016 Levy
Description			
General Fund	567,531		567,531
Police Personnel	631,000		631,000
Library Fund	112,142		112,142
G.O. Equipment Bonds 2014 (Golf)	44,706		44,706
G.O. CIP Bonds 2014 (Street Garage)	69,014		69,014
G.O. Swimming Pool	0	<u>69,807</u>	<u>69,807</u>
Total Levy	1,424,393	69,807	1,494,200
			5.0%

2017 Proposed Levy	Tax Capacity Levy	Market Value Levy	Proposed 2017 Levy
Description			
General Fund	673,792		673,792
Police Personnel	664,750		664,750
Library Fund	113,778		113,778
G.O. Equipment Bonds 2014 (Golf)	49,447		49,447
G.O. CIP Bonds 2014 (Street Garage)	68,552		68,552
G.O. Swimming Pool	0	<u>74,332</u>	<u>74,332</u>
Total Levy	1,570,319	74,332	1,644,651
			10.1%

Includes 90,865 Fire truck lease

**RESOLUTION ADOPTING PROPOSED 2016 PROPERTY
TAX LEVY, COLLECTIBLE IN 2017
(RESOLUTION NO. 2016-)**

BE IT RESOLVED by the City Council of the City of Benson, County of Swift, Minnesota that the following proposed sums of money be levied for the current year, collectible in 2017, upon the taxable property in the City of Benson, for the following purposes:

General Fund Levy	\$673,792
Police Personnel	664,750
Library Fund Levy	113,778
G.O. Equipment Bonds 2014 – Golf	49,447
G.O. CIP Bonds 2014 – Street Garage	<u>68,552</u>
Total	\$1,570,319

BE IT FURTHER RESOLVED that the following sum of money be levied for the current year, collectible in 2017, based upon the market value of the taxable property in the City of Benson, for the following purpose:

G.O. Swimming Pool	\$ <u>74,332</u>
Total	\$74,332

BE IT FURTHER RESOLVED that the City Council will hold its Truth in Taxation Hearing on Monday, December 5, 2016 at 6:00 p.m. in the Benson City Council Chambers. Comments may be made by calling 320-843-4775, email to staff@bensonmn.org or by postal mail to 1410 Kansas Avenue, Benson, MN 56215.

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
GENERAL FUND REVENUES						
TAXES	1,194,655	1,216,655	650,211	1,198,531	54	1,338,542
ABATEMENTS	19,970	20,116	209			
LODGING TAXES	29,302	25,074	11,352	25,000	45	25,000
FRANCHISE FEES	79,718	206,704	109,137	205,000	53	205,000
BUSINESS LICENSES	7,915	8,033	7,995	7,500	107	8,000
NON-BUSINESS LICENSES	715	340	220	800	28	750
BUILDING PERMITS	25,131	14,893	1,887	20,000	9	30,000
LOCAL GOVERNMENT AID	952,025	980,033	494,404	988,807	50	992,959
HOMESTEAD & AG CREDIT AID	142	310				
POLICE TRAINING REIMBURSEMENT	1,931	2,332		2,000		2,000
INSURANCE PREMIUM TAX-FIRE	38,760	41,979	1,845	35,000	5	35,000
INSURANCE PREMIUM TAX-POLICE	51,408	53,171		40,000		40,000
AIRPORT MAINTENANCE	32,233	25,363	5,637	24,257	23	24,257
TRANSIT REFUNDS	140,000	145,600	74,400	148,800	50	
OTHER FED/STATE/LOCAL GRANTS	48,039	74,111	23,942	18,000	133	18,000
POLICE SERVICES	5,479	1,200	11,431	5,500	208	5,500
DARE REVENUES	36	30		1,500		1,500
DOG POUND REVENUES	700	580	180	500	36	500
COPS IN SCHOOLS REIMBURSEMENT	39,533	38,934	12,474	33,000	38	33,000
TOWNSHIP FIRE CONTRACTS	61,669	63,522	66,377	65,460	101	68,733
FIRE DEPARTMENT CALLS	27,437	28,365	13,957	20,000	70	20,000
RESQUE SQUAD CALLS	1,065	4,610	234	2,000	12	2,000
BUILDING INSPECTIONS SERVICES	35,876	37,798	18,263	40,000	46	40,000
STREET REPAIR FEES	3,600	4,800	2,100	3,000	70	3,000
EQUIPMENT RENTALS	2,663			3,000		3,000
WEED REMOVAL CHARGES	1,255	1,948	809	2,000	40	2,000
SWIMMING POOL RECEIPTS	41,702	50,320	40,471	50,000	81	45,000
POOL CONCESSION SALES	7,893	11,183	7,540	11,000	69	9,000
ARMORY USE FEES	7,885	9,133	3,996	8,000	50	8,000
PARK FEES	20,143	20,412	17,515	18,000	97	18,000
TREE REMOVAL RECEIPTS	4,445	5,660	(120)	2,000	(6)	2,000
BUS FARES	37,055	35,434	17,663	35,000	50	
BUS SIGN ADVERTISING	720	740	320	600	53	
HANGER RENTALS - AIRPORT	11,760	12,812	9,505	12,000	79	12,000
AIRPORT LAND REVENUES	7,196	7,790	6,995	7,000	100	8,000
SALE OF LOTS - CEMETERY	5,040	4,480	3,080	3,500	88	7,000
SODDING FEES - CEMETERY	720	640	360	600	60	600
CEMETERY MEMORIALS						
CEMETERY MONUMENT FEES	275	475	275	300	92	300
PARK SIGN RENTALS	255	190	100	200	50	200
COURT FINES	19,687	21,697	13,829	18,000	77	20,000
PARKING FINES	275	700	460	500	92	500

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
SPECIAL ASSESSMENTS	116	148	32			
INTEREST EARNINGS	49,506	47,951	27,762	50,000	56	50,000
UNREALIZED GAIN (LOSS) ON INVEST	9,839	4,352	995			
PROPERTY RENTS	50		225			
CIVIC CENTER RENT	27,835	36,486	23,782	39,500	60	39,500
DONATIONS	5,930	23,397	3,325	1,000	333	1,000
SALE OF PROPERTY	2,926	4,590				
REFUNDS & REIMBURSEMENTS	53,927	51,165	19,226	20,000	96	20,000
REIMBURSEMENTS - GAS & OIL	34,554	24,947	15,294	25,000	61	25,000
OTHER REVENUE	3,653	12,365	1,945	5,000	39	5,000
MANAGEMENT FEE-EDA & RL FUND	16,288	16,647		16,000		16,000
MANAGEMENT FEES - GARBAGE FUND	8,664	8,838	5,259	9,014	58	9,194
MANAGEMENT FEE - WATER FUND	37,800	38,556	22,941	39,327	58	40,110
MANAGEMENT FEE - ELECTRIC FUND	170,040	173,440	103,279	176,908	58	180,446
MANAGEMENT FEE - LIQUOR FUND	25,104	25,606	15,236	26,118	58	26,640
MANAGEMENT FEE - SEWER FUND	49,071	50,052	29,781	51,053	58	52,074
MANAGEMENT FEES - TAX INCREMENT						
TRANSFER FROM OTHER FUNDS	1,354	1,349		1,650		1,650
TRANSFER FROM LIQUOR FUND	80,000	80,000		80,000		80,000
TRANSFER FROM UTILITY FUND	104,898	84,989		90,000		90,000
TOTAL GENERAL FUND REVENUES	3,647,861	3,863,044	1,898,131	3,686,925	51	3,665,955
GENERAL FUND EXPENDITURES						
MAYOR & COUNCIL						
SALARIES - CITY COUNCIL	15,530	15,845	9,190	16,000	57	16,000
PENSIONS	1,188	1,212	703	1,200	59	1,200
OFFICE SUPPLIES		141	763	100	763	100
MAYOR & COUNCIL CONTINGENCY	4,579			500		2,000
TRAVEL EXPENSE	1,165	1,079	878	1,500	59	1,000
TRAINING & INSTRUCTION	1,110	625	1,520	1,000	152	1,500
PRINTING & PUBLISHING	4,129	4,443	2,002	4,500	44	4,500
OTHER INS - PUBLIC OFF LIAB	9,660	9,068	9,724	10,000	97	10,000
DUES & SUBSCRIPTIONS	8,475	8,971	5,596	8,500	66	8,500
TOTAL: MAYOR & COUNCIL	45,836	41,384	30,375	43,300	70	44,800
ADMINISTRATION & FINANCE						
SALARIES	271,436	275,398	161,968	274,000	59	282,220
PENSIONS	46,477	49,624	30,810	51,800	59	50,600
HEALTH, LIFE, DISB + CAFETERIA	58,348	61,153	42,260	64,400	66	58,800
OFFICE SUPPLIES	4,997	4,001	1,617	5,000	32	5,000
DUPLICATING & COPYING	2,791	2,938	1,652	4,000	41	4,000

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
POSTAGE	1,425	963	951	2,000	48	2,000
SAFETY AND DRUG TESTING	580	418	1,085	500	217	2,000
GAS & OIL	2,705	1,945	940	3,000	31	2,000
EQUIPMENT REPAIR PARTS	2,695	2,551	3,889	1,500	259	3,000
SMALL TOOLS AND EQUIPMENT	6,255	780	1,861	4,000	47	4,000
UTILITY CONTRACTED SERVICES	12,000	14,400	8,400	14,400	58	14,400
OTHER CONTRACTED SERVICES	8,902	12,373	6,134	15,000	41	15,000
CONSULTING SERVICES	27,792	31,091	23,196	20,000	116	40,000
TELEPHONE	8,999	8,943	5,298	10,000	53	10,000
TRAVEL EXPENSE	5,084	3,714	3,484	7,000	50	7,000
TRAINING & INSTRUCTION	2,093	1,394	1,636	2,500	65	2,500
PUBLIC INFORMATION		125				
INSURANCE	6,320	6,366	7,485	6,300	119	8,000
WORKERS COMPENSATION	1,811	1,540	1,893	2,000	95	2,000
DUES & SUBSCRIPTIONS	2,170	2,941	1,810	2,800	65	3,000
TOTAL: ADMINISTRATION & FINANCE	472,878	482,658	306,371	490,200	62	515,520
ELECTIONS						
TEMPORARY SALARIES	1,881	861		2,000		1,000
OFFICE SUPPLIES	601	2,835	222	1,000	22	6,000
TOTAL: ELECTIONS	2,482	3,696	222	3,000	7	7,000
AUDITING & ACCTING SERVICES	20,675	21,550		22,500		23,500
ASSESSING SERVICES CONTRACTED	17,292	17,292	18,832	17,500	108	19,000
CITY ATTORNEY						
OFFICE SUPPLIES	401	470	1,430	500	286	400
CITY ATTORNEY CONTRACT	21,153	20,297	17,613	25,000	70	28,000
TOTAL: CITY ATTORNEY	21,554	20,767	19,043	25,500	75	28,400
CITY HALL						
BUILDING MAINTENANCE & SUPPL	7,052	5,532	3,029	8,000	38	8,000
CONTRACTED SERV - CLEANING	3,835	3,980	2,648	4,000	66	4,000
INSURANCE	4,543	4,600	2,461	5,000	49	4,000
UTILITIES	8,823	7,430	4,213	9,000	47	9,000
HEATING COST	5,560	3,059	1,858	5,000	37	4,000
TOTAL: CITY HALL	29,814	24,602	14,210	31,000	46	29,000

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
POLICE DEPARTMENT						
SALARIES	465,526	491,167	256,425	502,000	51	522,000
PENSIONS	85,083	97,760	53,224	98,300	54	106,950
HEALTH, LIFE & DISB INSURANCE	106,307	87,830	63,975	92,100	69	92,300
OFFICE SUPPLIES	4,854	5,806	4,104	5,000	82	5,500
GAS & OIL	26,165	18,808	8,791	22,000	40	19,000
OPERATING SUPPLIES	18,383	19,034	14,059	17,500	80	17,500
UNIFORM ALLOWANCE	13,966	7,734	3,837	10,000	38	8,000
PERSONNEL TESTING & RECRUIT INVESTIGATIONS	319	525	308	1,500	21	1,500
EQUIPMENT REPAIR PARTS	32,262	30,285	19,316	32,000	60	32,000
EQUIPMENT REPAIRS CONTRACTED	3,350	2,194	945	2,600	36	2,600
SMALL TOOLS & EQUIPMENT	5,291	11,795	4,273	8,000	53	8,000
CONTRACTED RECORDS MAINT	8,031	14,666	8,271	8,000	103	8,600
TELEPHONE				4,000		4,000
DRUG EDUCATION & ENFORCEMENT	8,387	8,947	5,393	9,000	60	9,000
DARE EXPENDITURES	916	819		2,600		2,600
TRAVEL EXPENSE	1,928	1,806	1,845	2,000	92	2,000
TRAINING & INSTRUCTION	6,405	3,902	1,672	4,000	42	4,000
INSURANCE	6,388	6,210	4,893	6,000	82	6,000
WORKERS COMPENSATION	7,958	10,797	12,564	11,000	114	16,500
RENTS	12,546	10,778	13,957	11,000	127	16,500
DUES & SUBSCRIPTIONS	1,680	1,680	700	1,600	44	4,000
DOG POUND EXPENSES	2,161	3,457	2,295	3,000	77	3,000
	1,019	1,871	170	1,700	10	1,700
TOTAL: POLICE DEPARTMENT	818,926	837,870	481,018	854,900	56	893,250
FIRE DEPARTMENT						
PART TIME - SALARIES	42,709	57,758	3,310	48,000	7	48,000
OFFICE SUPPLIES	385	185	252	500	50	750
GAS & OIL	2,050	1,949	1,318	2,600	51	2,600
OPERATING SUPPLIES	3,099	3,526	483	4,000	12	3,500
EQUIPMENT REPAIR PARTS	503	3,168	1,212	4,000	30	3,000
EQUIPMENT REPAIR CONTRACTUAL	6,047	3,022	4,410	5,000	88	3,000
RADIO REPAIRS CONTRACTED		1,793	1,148	1,000	115	800
BUILDING MAINTENANCE & SUPPL	2,885	4,536	3,212	3,000	107	3,000
BUILDING REPAIRS CONTRACTED	1,396					
SMALL TOOLS & EQUIPMENT	5,392	3,975	13,460	4,500	299	3,000
TELEPHONE	172	70				200
CONTRACTED SERVICES	934	475	298			400
TRAVEL EXPENSE	1,982	1,546	3,556	3,000	119	1,800
TRAINING & INSTRUCTION	3,753	5,309	3,270	5,000	65	4,000

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
INSURANCE	9,274	10,250	6,516	10,500	62	10,000
WORKERS COMPENSATION	6,390	5,773	6,495	6,000	108	6,500
UTILITIES	3,814	4,210	3,349	4,000	84	4,000
HEATING COST	3,876	2,267	1,204	4,000	30	4,000
HYDRANT RENTALS/FIRE SERVICE	10,000	10,000	5,833	10,000	58	10,000
TRUCK LEASE						90,865
DUES & SUBSCRIPTIONS	509	678	650	600	108	500
TOTAL: FIRE DEPARTMENT	105,170	120,491	59,976	115,700	52	199,915
BUILDING DEPARTMENT						
SALARIES	47,201	48,547	26,701	49,000	54	51,000
PENSIONS	9,194	9,814	5,318	9,300	57	10,200
HEALTH, LIFE AND DISABILITY	11,537	11,867	8,857	14,490	61	14,300
GAS	638	295	110	500	22	500
OPERATING SUPPLIES	2,533	1,489	84	1,600	5	1,600
CONTRACTED SERV.-OTHER EXPENSE	4,977	327		1,000		1,000
TELEPHONE	721	771	357	750	48	750
TRAVEL EXPENSE	4,273	4,714	2,688	4,000	67	5,000
TRAINING & INSTRUCTION	470	980	1,066	600	178	1,000
DUES & SUBSCRIPTIONS	60	75	75	100	75	100
TOTAL: BUILDING DEPARTMENT	81,602	78,878	45,256	81,340	56	85,450
HIGHWAY STREETS & ROADS						
SALARIES	214,917	227,546	126,360	241,800	52	245,600
PENSIONS	38,860	41,985	22,583	43,600	52	44,500
HEALTH, LIFE & DISB INSURANCE	26,026	24,245	19,422	28,950	67	27,100
OFFICE SUPPLIES	29	6	22	80	27	100
GAS & OIL	42,921	35,319	14,706	28,000	53	28,000
OPERATING SUPPLIES	8,886	12,037	7,596	11,000	69	11,000
STREET MARKINGS & SIGNS	7,932	2,707	4,957	6,000	83	9,000
SHOP SUPPLIES	495	1,144	1,006	1,000	101	1,000
EQUIPMENT REPAIR PARTS	16,090	9,326	3,992	20,000	20	15,000
TIRES	5,273	5,263	4,833	10,000	48	10,000
EQUIPMENT REPAIRS CONTRACTED	4,553	11,228	1,720	8,000	21	8,000
STREET MAINTENANCE-MATERIALS	7,858	15,171	3,369	30,000	11	20,000
STREET MAINT.- SEALCOATING		77,706	5,134	50,000	10	50,000
SNOW REMOVAL	13,845	2,102	5,797	15,000	39	10,000
FLOOD CONTROL						
BUILDING MAINTENANCE & SUPPL	1,318	9,107	11,055	2,500	442	2,500
SMALL TOOLS & EQUIPMENT	6,078	5,830	1,133	5,000	23	5,000
TELEPHONE	900	900	525	900	58	900

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
TRAVEL EXPENSE	310	77	221	450	49	350
TRAINING & INSTRUCTION	1,009	968	704	1,000	70	1,000
INSURANCE	14,871	14,400	11,599	15,000	77	14,000
WORKERS COMPENSATION	14,202	15,192	13,781	16,000	86	15,500
UTILITIES	5,787	4,485	3,795	5,000	76	5,000
HEATING COST	3,480	2,368	2,032	3,000	68	4,000
STREET LIGHTING UTILITIES	60,327	62,927	34,668	62,000	56	62,000
LAUNDRY	950	876	704	1,000	70	1,000
TOTAL: STREET DEPARTMENT	496,919	582,913	301,713	605,280	50	590,550
ORGANIZED RECREATION						
MANAGEMENT FEES	18,431	18,583		19,500		19,500
SENIOR CITIZEN PROGRAM	10,766	15,939	23,828	10,500	227	10,500
TOTAL: ORGANIZED RECREATION	29,197	34,521	23,828	30,000	79	30,000
SWIMMING POOL						
TEMPORARY SALARIES	39,029	44,255	27,161	46,000	59	48,000
PENSIONS	2,986	3,386	2,078	3,600	58	3,600
OPERATING SUPPLIES	6,237	10,004	8,050	8,200	98	10,200
BUILDING MAINTENANCE & SUPPL	18,933	11,558	14,600	22,000	66	20,000
BUILDING REPAIRS CONTRACTED	767	5,378		1,000		4,500
CONCESSION SUPPLIES	8,481	9,313	8,295	10,000	83	9,000
TELEPHONE	557	591	249	600	42	450
INSURANCE	7,657	7,963	12,522	8,300	151	13,000
UTILITIES	9,990	10,352	6,724	11,500	58	11,500
HEATING COST	7,793	5,519	3,985	8,000	50	8,000
TOTAL: SWIMMING POOL	102,428	108,318	83,665	119,200	70	128,250
ARMORY						
OPERATING SUPPLIES	130	10	42	500	8	500
BUILDING MAINT & SUPPLIES	1,513	2,620	538	3,000	18	3,000
CONTRACTED SERVICES	13,050	11,986	245	2,000	12	2,000
TELEPHONE	484	492	291	500	58	500
INSURANCE	1,610	1,960	3,761	2,000	188	3,800
UTILITIES	1,892	2,362	1,261	2,000	63	2,000
HEATING COST	3,053	1,350	980	2,500	39	2,500
TOTAL: ARMORY	21,732	20,781	7,119	12,500	57	14,300

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
PARKS						
SALARIES	91,719	99,199	57,934	93,300	62	94,600
PENSIONS	13,830	14,431	8,056	14,700	55	15,500
HEALTH, LIFE & DISB INSURANCE	12,619	12,776	9,921	15,460	64	13,470
MOSQUITO SPRAY & SUPPLIES	4,149	8,697	12,000	8,000	150	10,000
CHEMICALS & CHEM SUPPLIES	726	2,287	8,054	8,000	101	9,000
GAS & OIL	10,242	8,209	3,717	10,000	37	10,000
OPERATING SUPPLIES	14,308	17,459	10,150	15,000	68	15,000
LANDSCAPING MATERIALS	2,152	5,048	2,336	7,000	33	7,000
EQUIPMENT REPAIR PARTS	11,853	11,696	6,809	12,000	57	12,000
EQUIPMENT REPAIRS CONTRACTED	2,076	1,526	1,316	2,000	66	2,000
BUILDING REPAIR AND MAINT	6,412	31,436	16,228	3,500	464	1,500
SMALL TOOLS & EQUIPMENT	20,885	12,536	1,630	18,000	9	9,000
CONTRACTED SERVICES-MOWING	5,622	7,531	3,861	5,500	70	5,500
CONTRACTED SERVICES-TREE REMOV	25,801	29,646	16,307	28,000	58	45,000
CONTRACTED SERVICES-OTHER	7,030	5,995	3,295	5,000	66	5,000
TELEPHONE	795	885	475	800	59	800
TRAVEL EXPENSE	391	183	244	500	49	500
TRAINING & INSTRUCTION	777	111	216	500	43	500
INSURANCE	17,132	16,843	28,176	17,800	158	28,000
UTILITIES	9,171	8,222	4,535	8,000	57	8,000
RENT	1,800	1,800				
CEMETERY	12,076	7,371	4,698	5,000	94	5,000
TOTAL: PARK DEPARTMENT	271,566	303,887	199,960	278,060	72	297,370
LODGING TAX EXPENSES	22,971	28,865	20,798	31,750	66	31,750
PROPERTY TAX ABATEMENTS	26,864	17,425				
NOT ALLOCATED	15,631	14,665	7,817	10,000	78	10,000
PUBLIC TRANSIT						
SALARIES	90,628	99,195	54,181	100,000	54	
PENSIONS	13,921	15,956	8,750	16,000	55	
HEALTH, LIFE & DISB INSURANCE	16,846	17,044	12,337	18,225	68	
GAS & OIL	23,454	14,609	7,718	23,000	34	
PERSONNEL TESTING	1,125					
OPERATING SUPPLIES	1,013	2,348	938	1,500	63	
EQUIPMENT REPAIR PARTS	7,125	11,762	11,348	8,000	142	
TIRES	2,133	1,592	1,683	3,000	56	
CONTRACTED SERVICES						7,500

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
TELEPHONE	498	508	300	600	50	
TRAVEL EXPENSE	682	160	417	600	69	
TRAINING & INSTRUCTION	155	155	155	200	78	
ADVERTISING				500		
INSURANCE	8,540	5,450	5,850	5,500	106	
WORKERS COMPENSATION	4,331	4,251	3,670	4,500	82	
RENT	4,500	4,500				
DUES AND SUBSCRIPTIONS						
TOTAL: PUBLIC TRANSIT	174,951	177,530	107,347	181,625	59	7,500
AIRPORT						
SALARIES	2,500	2,500		2,500		2,500
PENSIONS	192	192		500		500
GAS	36,217	25,243	20,117	23,000	87	23,000
OPERATING SUPPLIES	2,404	607	412	3,000	14	3,000
BUILDING MAINTENANCE & SUPPL	12,152	8,138	2,237	5,000	45	5,000
MANAGEMENT FEES	4,390	4,200	2,450	4,500	54	4,500
CONTRACTED SERVICES	3,720	30		500		500
TELEPHONE	872	896	538	900	60	900
INSURANCE	5,273	5,683	2,529	5,600	45	3,000
UTILITIES	8,566	7,876	4,886	9,000	54	9,000
HEATING COST	1,279	809	592	1,000	59	1,000
TOTAL: AIRPORT	77,565	56,175	33,762	55,500	61	52,900
TRANSFERS						
TRANSFER TO LIBRARY FUND						
TRANSFER TO FIRE DEPT BOND FND						
TRANS TO CAPITAL OUTLAY FUND	520,000	533,000		500,000		500,000
TRANS TO GOLF CLUB	4,180	140,469	53,633	60,000	89	60,000
TRANSFER TO CONCRETE PROJECTS	15,000	15,000		15,000		15,000
TRANS TO STORM WATER FUND						
TRANS TO FIRE RELIEF FUND	50,563	52,979	1,845	45,000	4	45,000
TRANS TO OTHER FUNDS		27,797	43,451			
TRANS TO CIVIC CENTER	26,000	32,708	21,875	37,500	58	37,500
TOTAL GENERAL FUND EXPENDITURES	3,471,798	3,796,222	1,882,116	3,666,355	51	3,665,955
TOTAL REVENUES LESS EXPENDITURES	176,063	66,822	16,016	20,570	78	

CITY OF BENSON
BUDGET PROPOSAL
2017 BUDGET PROPOSAL

DESCRIPTION	2014 ACTUAL	2015 ACTUAL	2016 YTD	2016 BUDGET	PCT. BUDGET	PROPOSED 2017 BUDGET
LIBRARY FUND						
TAXES	106,766	109,579	60,793	112,142	54	113,778
INTEREST EARNINGS						
RENTALS						
DONATIONS	1,052	1,831	556			
BUILDING DONATIONS						
SALE OF PROPERTY						
REFUNDS & REIMBURSEMENTS	2,793	2,449	1,295	2,000	65	2,000
TRANSFER FROM GENERAL FUND						
TRANSFER FROM OTHER FUNDS	364	311		400		400
TOTAL LIBRARY FUND REVENUES	110,975	114,170	62,644	114,542	55	116,178
EXPENDITURES						
OFFICE & OPERATING SUPPLIES	5,101	3,299	1,901	5,000	38	5,000
EQUIPMENT REPAIRS						
BUILDING MAINTENANCE & SUPPL	8,523	4,130	5,412	6,000	90	6,000
BUILDING REPAIRS CONTRACTED						
MANAGEMENT FEES-PIONEERLAND	77,097	79,410	43,896	81,792	54	83,428
CONTRACTED SERV - CLEANING	4,740	4,345	3,160	5,000	63	5,000
TELEPHONE	903	924	551	1,000	55	1,000
TRAVEL	357	110	(164)	750	(22)	750
INSURANCE	3,864	4,400	4,186	4,500	93	4,500
UTILITIES	2,452	2,526	1,497	5,000	30	5,000
HEATING COST	2,586	2,346	1,192	2,500	48	2,500
CAPITAL OUTLAY	41,469					
CAPITAL OUTLAY - BOOKS	3,538	4,119		3,000		3,000
TOTAL LIBRARY FUND EXPENDITURES	150,631	105,610	61,631	114,542	54	116,178
TOTAL REVENUES LESS EXPENDITURES	(39,656)	8,560	1,012			

**RESOLUTION CERTIFYING THE PROPOSED GENERAL FUND OPERATING BUDGET
FOR THE CALENDAR YEAR 2017 FOR THE CITY OF BENSON, MINNESOTA
(RESOLUTION NO. 2016-)**

BE IT RESOLVED, that the proposed Operating Budget for the General Fund of the City of Benson, Minnesota, for the fiscal year beginning January 1, 2017 and ending December 31, 2017 is hereby approved.

BE IT FURTHER RESOLVED, that the budget is summarized as follows:

<u>Revenues</u>	
Taxes - General	\$1,338,542
Taxes - Library	113,778
State Grants and Aids	1,112,216
Other Revenues	<u>1,217,597</u>
Total Revenues	\$3,782,133
 <u>Expenditures</u>	
General Government	\$667,220
Public Safety	1,178,615
Highways, Streets and Roads	590,550
Parks and Recreation	469,920
Public Transit	7,500
Public Library	116,178
Capital Outlay	500,000
Other Expenditures	<u>252,150</u>
Total Expenditures	\$3,782,133

Excess (Deficiency) of Revenues over Expenditures **\$0**

BE IT FURTHER RESOLVED, that the City Manager shall cause the entire Proposed Operating Budget to be printed and filed in the City Office for inspection and reference by the public.