

City Council Regular Meeting Agenda
City Council Chambers
December 3, 2012

Page

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

1. Persons with Unscheduled Business to Come Before the City Council (Mayor)
2. Review the Consent Agenda: (Mayor)
 - a. Minutes:
 - 2-3 ▪ 11.19.12 City Council Meeting
 - 4 ▪ 11.15.12 EDA Meeting
 - b. Correspondence:
 - SCBH New Governing Board Member Nomination
 - c. Applications:
 - 5 ▪ Vacancies on Boards & Commissions:
 - Park Board – 2
 - d. Overnight Travel
- 6-8 3. Swift County Emergency Preparedness Update-Miriam Lindblad & Bill McGeary
- 9-10 4. Final Pay Request – Stantec – Water Treatment Plant - \$5,892.83
- 11-13 5. KHC Construction
 - a. Change order #3
 - b. Final Pay Request #12 - \$35,833.25
- 14-16 6. Pay Request #1 – Everstrong Construction – Airport Hangar - \$4,136.71
7. Pay Request – Roof 1
- 17 8. Civic Center Board Loan Guaranty
- 18-26 9. 6:00 PM Truth in Taxation Hearing
10. Railroad Bridge Engineering Proposal
11. State Coordinator National Flood Insurance Program – Ceil Strauss
12. Adjourn: Mayor

Draft

**MINUTES - BENSON CITY COUNCIL - REGULAR MEETING
NOVEMBER 19, 2012**

The meeting was called to order at 5:35 p.m. by Mayor Kittelson. Members present: Paul Kittelson, Ben Hess, Mike Fugleberg, and Sue Fitz. Members Absent: Gary Landmark. Also present: City Manager Rob Wolfington, Director of Finance Glen Pederson, Public Works Director Elliot Nelson, Assistant City Attorney Ben Wilcox and Prairie 5 Senior Nutrition Manager Erick Hedman.

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

- November 5, 2012 City Council Meeting
- November 5, 2012 Planning Commission Meeting
- October 18, 2012 EDA Meeting

The City Council was reminded there are two openings on the Park Board.

Wilcox approached the Council with a memorandum referring to State & City law relating to Airsoft Rifles and other similar air firearms. He said Minnesota Statutes states that the legislature preempts all authority of cities regarding the regulation of firearms, but allow municipalities to regulate the discharge of firearms, and that a city is also free to adopt regulations that are identical to state law. State statutes say it is prohibited to discharge an airsoft firearm within the city limits. After discussion, it was decided by the Council to refer possible facilitation ideas to the Planning Commission for them to research, comment and bring their suggestions back to the City Council.

Erick Hedman with Prairie 5 Senior Nutrition approached the Council with a report of a matching grant awarded the Senior Center for kitchen upgrades to the dish washer which is 10 years old, and the double door refrigerator that is 30 years old. Both appliances are in need of replacement. The grant specs state they will pay for 75% of the costs, if the local Senior Center can raise the 25%. Hedman estimates the cost to replace these items will be \$10,000. After discussion, it was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the 25% match for the dishwasher and refrigerator at the Senior Center.

Wolfington updated the Council on the new Small Cities Grant. He said the preliminary agreement has been submitted last week. There were plenty of homes in the target zone, and lots of applications turned in for home improvements. The grants will be awarded early summer of 2013 and we will have 3 years to complete the project. The previous Small Cities Grant is in the process of wrapping up.

The Grant Agreement-Construction Grant for the Benson Creamery Site was reviewed. Wolfington stated the City Attorney reviewed the agreement. It was moved by Fugleberg, seconded by Hess and carried unanimously to authorize the Mayor and City Manager to sign the Demolition Grant Agreement for the Creamery Site.

Wolfington said that after three years, the Benson Landfill ownership has been transferred to the State under the Minnesota Pollution Control Agency Closed Landfill Program.

The Power Plant NESHAP Bids for the catalytic converters for the Gensets were reviewed by Public Works Director Nelson. Two bids were submitted. Miratech Corporation submitted a bid of \$94,300.00, and Ziegler Power System submitted a bid of \$144,055.00. After analysis of the bids by DeWild, Grant, Reckert and Associates, Co. (DGR), it was determined Miratech did not meet the

specifications for the project. After discussion, it was moved by Hess, seconded by Fitz and carried unanimously to approve Ziegler Power System's bid of \$144,055.00.

Nelson reported the DitchWitch boring machine was in need of some general maintenance. One item on the service estimate in the amount of \$1,900.00 was to replace a safety feature alarm which warns the line crew if they are getting too close to high voltage. Henning, Minnesota utilities used the boring machine for a project, shorting out this feature. Nelson stated they will be seeking compensation for repairs for this line item from Henning. It was moved by Fitz, seconded by Fugleberg and carried unanimously to approve the service estimate in the amount of \$6,135.00.

Next Wolfington talked about the Flood Hazard Mitigation Grant for the northwest flood levy. He said of the 28 residents, he received replies of 14 for the project, 13 against the project and 1 abstained. The grant is in the amount of \$130,000.00. The state is asking for execution of the grant this year, to be spent in 2013. Wolfington went on to say if the Council decides to proceed, the feasibility study will have to be redone and negotiations will have to begin with landowners to the north for the property to build the dike on. Notifications will go out to the homeowners, public hearings to present assessments, then order specs. Wolfington said at the recent Flood Manager's meeting, a study could be done on the railroad bridge on highway 9 west, and asked Boonestroo for an estimate on that study. After discussion, it was noted if after the new feasibility study does not come back satisfactory the project can be stopped at anytime. Wolfington estimated spec costs could be around \$25,000-\$30,000. It was moved by Fitz, seconded by Fugleberg and carried unanimously to approve a new feasibility study.

Pederson reviewed the October 2012 budget.

It was moved by Hess, seconded by Fugleberg and carried unanimously to approve bills and warrants in the amount of \$450,216.03.

There being no other business, a motion was made by Hess, seconded by Fitz and carried unanimously to adjourn the meeting at 6:17 p.m.

Mayor

City Clerk



EDA Regular Meeting November 15, 2012

Members Present: Paul Estenson, Leroy Noreen Mike Fugleberg, & Rick Horecka,
Members Absent: Jon Buyck, Paul Kittelson, and Elaine Mitteness,
Also Present: Glen Pederson, Ben Wilcox, Belinda Sanders, Don & Tony Lenz

Chairman Estenson called the meeting to order at 12:14 p.m.

It was moved by Horecka, seconded by Fugleberg and carried unanimously to approve the October 18, 2012 minutes.

Future Products Loan

Don & Tony Lenz approached the EDA Board. Don Lenz stated he would like to solve the problem of non-payment of his loans with the EDA. He stated he didn't come to the EDA meetings in the past because he was waiting for a call from the EDA. He expressed his frustration with finding out about the EDA's intent to file a formal collection order against him from the Monitor News. Estenson stated there are two separate collections issues. One is the EDA loans and the other for past due utilities, which do not have anything to do with each other. The EDA does represent the City in managing loans to help local businesses. Estenson went on to say there hasn't been any payment since 2006, and if there were payments, the collection suit would go away. Noreen stated Lenz should have been in contact with the EDA to keep them informed. Horecka stated the EDA and Lenz have a 28 year history, and no one wants to see Future Products go out of business. He also stated if the EDA was a bank, he would be expected to keep them abreast of any financial difficulties. Horecka went on to say since we are a public entity, the EDA Board has no control over the press. Horecka stated City staff said Lenz didn't communicate with them. Fugleberg enquired who signs the checks for the business, and if it was appropriate to wait so long to deal with the situation. Horecka suggested Lenz and City staff work out a plan from here out. He also stated there are job programs out there to assist small businesses, which he feels Lenz should look into. Estenson said if a new agreement is worked out, Lenz would have to stay on his payment schedule. Fugleberg asked Lenz to come to each monthly meeting and keep the EDA updated with the business.

Round Table Discussion

There was discussion on projects going on in the City.

Loan Profile

The Loan Profile was reviewed.

There being no other business, Noreen made a motion, seconded by Fugleberg and carried unanimously to adjourn the meeting at 12:56 pm.

Val Alsaker

From: Rob Wolfington
Sent: Tuesday, November 27, 2012 11:36 AM
To: Val Alsaker
Subject: FW: SCBH Governing Board Nomination

Val,

Please place this e-mail on the consent agenda.

Thanks,

Rob

From: Lawatsch, Frank H [mailto:FLawatsch@scbh.org]
Sent: Tuesday, November 27, 2012 11:20 AM
To: Rob Wolfington
Cc: chuck koenigs
Subject: SCBH Governing Board Nomination

Rob: As you are aware, the SCBH Governing Board approved the nomination of Mark Frank, Benson, to replace Ed Ulmaniec whose term will expire on the Governing Board effective 12/31/12. Please contact me if you have further questions.

Thanks.

FL

Frank Lawatsch, CEO
Swift County-Benson Hospital
1815 Wisconsin Avenue
Benson, MN 56215
flawatsch@scbh.org
320-843-4232 - Hospital Line
320-843-1311 - Direct Line
320-843-4172 - Fax Line

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Swift County Emergency Preparedness Update

Countryside Public Health, Miriam Lindblad, PHN

Swift County Emergency Management, Bill McGeary

A brief overview of the Emergency Preparedness activities local public health together with partners has accomplished, the plans developed, the exercises accomplished as well as upcoming planned activity. Funding means through grant processes including Centers for Disease Control, Minnesota Department of Health.



Emergency Preparedness Update

Where are we?
What have we done?
What are we working on?

Countryside Public Health 2012-2013

CDC Funding Requirements

<h3>Countryside Plans</h3> <ul style="list-style-type: none"> • All Hazard Emergency Response • Risk and Emergency Communications • Special Populations • Pan Flu <ul style="list-style-type: none"> • Disease Mitigation • SNS and Mass Dispensing 	<h3>Working with Partners</h3> <ul style="list-style-type: none"> • Health Annex to County EOP • HAN system • MRC to provide volunteers • SWEPT partnerships • County Health and Medical Teams • Trainings/Exercises
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HEALTH ANNEX

Connects the Emergency Managers All Hazard Emergency Operations Plan to Countryside's All Hazard Emergency Response Plan

Public Health Roles:

- If a PH Emergency –joint command
 - Contagious Disease Outbreak
- If not a PH Emergency
 - Public Information
 - Liaison between Partners
 - Volunteer management
 - Psychological First Aid
 - Sheltering in Place assistance



HAN – Health Alert Network

- HAN – a method to send important information to partners
 - Regular testing with:

Hospitals	Medical Clinics
Emergency Managers	Nursing Homes
 - Other Partners receiving HAN messages as needed
 - Other Medical Providers (Dentists, Eye Dr., Chiropractors)
 - Pharmacy
 - Veterinarians
 - Schools
 - Clergy



MEDICAL RESERVE CORP

- MRC – Provides volunteers
 - Both medical and non medical volunteers
 - Register at MNResponds.org
- Units in each of the 5 counties
- Credentialing and training provided

You may register to be a volunteer too!



SWEPT MNSWEPT.com

- **South West Regional Emergency Preparedness Team –SWEPT**
- Grant funding for Hospitals, Medical clinics, Nursing Homes and EMS
- SWEPT Partners: Public Health, Emergency Managers and the Upper and Lower Sioux Tribes



County Health and Medical Teams

- Sharing plans to coordinate activities
- Sharing trainings, exercises and drills
- **Most important: for communications amongst partners during an event.**



Point of Distributions (POD)

- **Dispensing antibiotics or vaccine during a health emergency**
- **A public health role**
 - Open POD – for the communities
 - Closed POD- for medical facility staff residents of a facility.



TRAININGS/EXERCISES

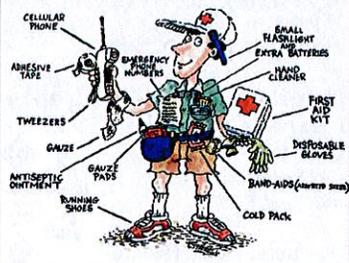
- **NIMS (National Incident Management System)**
 - 100, 70 all staff
 - 300,400 for leadership
- **Psychological First Aid**
- **Risk Communication for partners**
- **Workshops, Exercises, and Drills**
 - Mass Fatality Functional Exercise Jan 30, 2013
 - Communication Drills
 - County Exercises



Equipment and Supplies Purchased Through Grant Funding

- 6 800 MHz Radios
- Screens to block off sight lines at a clinic
- Carts to move supplies
- Coolers and refrigerators to manage vaccine
- Display boards to communicate to public
- N95 Masks
- 5 PAPRs (Powered air Purifying Respirators)
- Computers
- Go Kits with supplies



We continue to plan for an emergency. Are you prepared?



INVOICE

Invoice Number 640083
Invoice Date November 14, 2012
Customer Number 92404
Project Number 193800109

Bill To

City of Benson
Accounts Payable
1410 Kansas Avenue
Benson MN 56215
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: 000037-10121-1 Benson Water Treatment Plant Improvments

Stantec Project Manager: Capelle, Ryan J
Stantec Office Location: St. Paul MN
Current Invoice Due: \$5,892.83
For Period Ending: October 31, 2012

*Hold till
WTP Final Pay Request
[Signature]*

Due on Receipt

INVOICE

Invoice Number
Project Number

640083
193800109

Top Task 112 **Construction Observation**
Paint inspection.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Project Manager	13.00	144.00	1,872.00
	13.00		1,872.00
Professional Services Subtotal	13.00		1,872.00

Top Task 112 Total **1,872.00**

Top Task 113 **Project Management**
Discuss filter repair with Wyatt, discuss chlorine feed and control issues with City and staff, prepare record plans.

Professional Services

Category/Employee	Hours	Rate	Current Amount
Engineering Technician	36.25	87.00	3,153.75
	36.25		3,153.75
Project Manager	5.00	144.00	720.00
	5.00		720.00
Professional Services Subtotal	41.25		3,873.75

Top Task 113 Total **3,873.75**

Top Task ZZZ **Direct Project Expenses**

Disbursements

	Current Amount
Direct - Vehicle (mileage)	147.08
Disbursements Subtotal	147.08

Top Task ZZZ Total **147.08**

Total Fees & Disbursements \$5,892.83

INVOICE TOTAL (USD) **\$5,892.83**

Change Order

No. 3

Date of issuance: November 29, 2012

Effective Date: _____

Project: Water Treatment Plant Improvements	Owner: City of Benson, MN	Owner's Contract No.:
Contract:		Date of Contract: 4-14-11
Contractor: KHC Construction Inc.		Engineer's Project No. :000037-10121-1

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

There were several items that were requested to be added to the scope of work and included in this Change Order No. 3 for the Water Treatment Plant Improvements Project summarized below:

- 1) Modify the duct on the aerator intake, design filter box to house removable filters
- 2) Furnish & install additional hose bibbs
- 3) Costs to remove and reinstall orface plates
- 4) Deduct for not using the Lab Allowance
- 5) Paint the aerator upper floor room
- 6) Deduct for the Unused Portion of the Unit Bid Items

Attachments: (List documents supporting change):

- 1) Work Request No. 4 Re: Modify the duct on the aerator intake, design filter box to house removable filters
- 2) Per Owner Request, F&I Additional Hose Bibbs
- 3) Costs to remove and reinstall orface plates
- 4) Due to discussions with manufacturer, engineer & owner, moved orface plates after installed
- 5) Per Owner's Request - Paint the aerator upper floor room
- 6) Deduct for the Unused Portion of the Unit Bid Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,750,000.00	Original Contract Times: <input type="checkbox"/> Date <input type="checkbox"/> Calendar days Substantial completion (days or date): June 1, 2012 Ready for final payment (days or date): September 1, 2012
[Increase] [Decrease] from previously approved Change Orders: \$28,161.43	[Increase] [Decrease] from previously approved Change Orders: Substantial completion (date): June 1, 2012 Ready for final payment (date): September 1, 2012
Contract Price prior to this Change Order: \$2,778,161.43	Contract Times prior to this Change Order: Substantial completion (days or date): June 1, 2012 Ready for final payment (days or date): September 1, 2012
[Increase] [Decrease] of this Change Order: -\$40,127.02	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): June 1, 2012 Ready for final payment (days or date): September 1, 2012

Contract Price incorporating this Change Order:

\$2,738,034.41

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 1, 2012

Ready for final payment (days or date): September 1, 2012

RECOMMENDED

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED

By: Kim H. Christensen
Contractor (Authorized Signature)

Date: 11-29-12

Date: _____

Contractor's Application For Payment No.

12

	Application Period: November 29, 2012	Application Date: November 29, 2012
To (Owner): City of Benson, MN 1410 Kansas Ave, Benson, MN 56215	From (Contractor): KHC Construction, Inc., 703 Ontario Rd N, PO Box 450, Marshall, MN 56258	Via (Engineer): Bonestroo 2335 Hwy 36 West, St. Paul, MN 55113
Project: Benson, MN Water Treatment Facility 2150 Utah Avenue, Benson, MN 56215	Contract: \$2,750,000	
Owner's Contract No.:	Contractor's Project No.: 11-02	Engineer's Project No.: Bonestroo No. 37-10121-1

Application for Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$ 11,164.37	
2	\$ 16,997.06	
3 Pending and Unused Bid Items	\$ 2,915.98	-\$43,043.37
TOTALS	\$ 31,077.41	(\$43,043.37)
NET CHANGE BY CHANGE ORDERS		(\$11,965.96)

1. ORIGINAL CONTRACT PRICE	\$	\$2,750,000.00
2. Net change by Change Orders	\$	-\$11,965.96
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	\$2,738,034.04
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	\$2,738,034.04
5. RETAINAGE:		
a. ___ % x _____ work completed	\$	\$0.00
b. ___ % x _____ stored materials	\$	\$0.00
c. Total Retainage (Line 5a + Line 5b)	\$	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	\$2,738,034.04
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	\$2,702,200.79
8. AMOUNT DUE THIS APPLICATION	\$	\$35,833.25
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	\$0.00

Contractor's Certification

The undersigned Contractor certifies that: to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Kim H. [Signature]* Date: 11-29-12

Payment of: \$35,833.25
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Date)
(Engineer)

Payment of: _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Date)
(Owner)

Approved by: _____ (Date)
Funding Agency (if applicable)

State of Minnesota
Department of Transportation
Office of Aeronautics
Airport Development Section

Construction Report and Cost Estimate

State Project Number: 7601-33

Municipality: BENSON

Project Description: 8. 4-Unit T-Hangar; Mill & Ovrly Txwy

Contractor's Name: Everstrong Construction

Agreement: 01867

Region: W FAA Proj Number: 3-27-0011-08-12

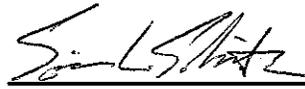
FY: 2013 Estimate Number: 1

Construction Costs Through: 30-SEP-2012

CERTIFICATION OF WORK PERFORMED

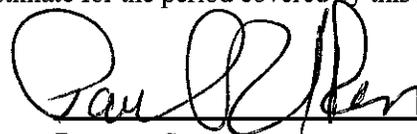
I have examined the materials furnished and work performed by the Contractor on the above project. To the best of my knowledge the quantities are correct and in accordance with the plans and specifications. I recommend this estimate for payment. If a Statement of Engineering Services is attached, I certify the engineering costs shown are correct.

Dated: 11/21/12 Title: Project Manager


Engineer's Signature

This is to certify that the quantities as shown herein are a fair estimate for the period covered by this Report.

Dated: 11-27/12 Title: CEO


Everstrong Construction

CERTIFICATION BY AN OFFICIAL OF BENSON

I hereby certify this report (and the attached Statement of Engineering Services) was approved for payment by the Municipal Council at the regular (special) meeting held on the _____ Day of _____.

Title: _____

_____ Approval

November 21, 2012

State of Minnesota
 Department of Transportation
 Office of Aeronautics
 Airport Development Section

STATEMENT OF CONSTRUCTION WORK PERFORMED

State Project Number: 7601-33

Municipality: BENSON

Project Description: 8. 4-Unit T-Hangar;Mill&Ovrly Txwy

Agreement: 01867

Region: W FAA Proj Number: 3-27-0011-08-12

FY: 2013 Estimate Number: 1

Construction Costs Through: 30-SEP-2012

Item Number	Construction Item	Unit of Measure	Funding Rate FAA-ST -MUN	Unit Price	Quantity	Amount	Previously Completed Quantity	Completed This Report Quantity	Completed to Date Quantity	Completed to Date Amount
001	Mobilization	LS	090 000 010	11,556.00	1.000	11,556.00		0.500	0.500	5,778.00
002	Traffic Provisions	LS	090 000 010	1,800.00	1.000	1,800.00		1.000	1.000	1,800.00
003	Haul Routes	LS	090 000 010	3,000.00	1.000	3,000.00		0.500	0.500	1,500.00
004	Contractors Site	LS	090 000 010	600.00	1.000	600.00		1.000	1.000	600.00
005	Common Excavation	CY	090 000 010	12.48	500.000	6,240.00		375.000	375.000	4,680.00
006	Subgrade Excavation	CY	090 000 010	12.48	250.000	3,120.00		250.000	250.000	3,120.00
007	Granular Material (CV)	CY	090 000 010	34.86	250.000	8,715.00		250.000	250.000	8,715.00
008	Water	MGal	090 000 010	64.14	7.000	448.98		0.000		0.00
009	Topsoil Stripping	SY	090 000 010	0.90	675.000	607.50		675.000	675.000	607.50
010	Topsoil Placement	SY	090 000 010	0.90	1,500.000	1,350.00		0.000		0.00
011	6" Aggregate Base	SY	090 000 010	7.38	675.000	4,981.50		675.000	675.000	4,981.50
012	Wearing Course Mixture	Ton	090 000 010	66.90	255.000	17,059.50		0.000		0.00
013	Binder Course Mixture	Ton	090 000 010	66.90	85.000	5,686.50		0.000		0.00
014	Bituminous Material for Mixtur	Ton	090 000 010	660.00	21.000	13,860.00		0.000		0.00
015	Bituminous Tack Coat	Gal	090 000 010	3.18	215.000	683.70		0.000		0.00
016	Txturing and Profiling Bit Sfc	SY	090 000 010	4.26	1,438.000	6,125.88		0.000		0.00
017	Pavement Marking	LS	090 000 010	2,640.00	1.000	2,640.00		0.000		0.00
018	Sodding	SY	090 000 010	6.00	900.000	5,400.00		0.000		0.00
019	Water	MGal	090 000 010	18.00	54.000	972.00		0.000		0.00
020	Wood Fiber Blanket	SY	090 000 010	2.40	600.000	1,440.00		0.000		0.00
021	Silt Fence	LF	090 000 010	24.00	25.000	600.00		0.000		0.00
022	Hangar Electrical Construction	LS	090 000 010	28,503.60	1.000	28,503.60		0.000		0.00
023	Prefabricated Metal Hangar Bld	LS	090 000 010	235,048.59	1.000	235,048.59		0.050	0.050	11,752.43
Contract Totals:						360,438.75		Completed to Date:		43,534.43

State of Minnesota
 Department of Transportation
 Office of Aeronautics
 Airport Development Section

STATEMENT OF CONSTRUCTION WORK PERFORMED

State Project Number: 7601-33

Municipality: BENSON

Project Description: 8. 4-Unit T-Hangar;Mill&Ovrly Txwy

Agreement: 01867

Region: W FAA Proj Number: 3-27-0011-08-12

FY: 2013 Estimate Number: 1

Construction Costs Through: 30-SEP-2012

Item Number	Construction Item	Unit of Measure	Funding Rate FAA-ST -MUN	Unit Price	Quantity	Amount	Previously Completed Quantity	Completed This Report Quantity	Completed to Date Quantity	Completed to Date Amount
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	TOTAL	FEDERAL	STATE	LOCAL
Construction Prorates:				
Previously Completed:	0.00	0.00	0.00	0.00
Completed This Report:	43,534.43	39,180.05	0.00	4,354.38
Completed to Date:	43,534.43	39,180.05	0.00	4,354.38

Retainage Computation for Payment to	Everstrong Construction			
Total Completed to Date:	43,534.43	39,180.05	0.00	4,354.38
Less 5 % Retainage:	2,176.72	1,959.05	0.00	217.67
Sub Total Payment:	41,357.71	37,221.00	0.00	4,136.71
Less Previous Payments:	0.00	0.00	0.00	0.00
Contractors Payment This Estimate:	41,357.71	37,221.00	0.00	4,136.71

GUARANTOR NAME AND ADDRESS

CITY OF BENSON
1410 KANSAS AVE
BENSON, MN 56215

LENDER NAME AND ADDRESS

RIVERWOOD BANK
1329 PACIFIC AVE
P O BOX 345
BENSON, MN 56215

Number _____

Amount _____

Date NOVEMBER 15, 2012

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of BENSON CIVIC CENTER BOARD INC

_____ (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (Indebtedness).

All Debts. Except as this Guaranty may otherwise provide, the Guarantor guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (Indebtedness)). Without limitation, this Guaranty includes the following described debt(s):

PROMISSORY NOTE DATED 11/15/2012

\$43,680.47

Exclusions.

Guarantor will be liable for \$ _____ of the principal amount of the Indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

Guarantor's liability will not exceed _____ % of the Indebtedness outstanding at default and all of the accrued interest, and the expenses of collection, enforcement or protection of Lender's rights and remedies under this Guaranty, including reasonable attorneys' fees.

Indebtedness Excludes:

SECURITY.

the Guaranty is unsecured.

secured by _____

IL only **CONFESSION OF JUDGMENT.** If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of Lender. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

PA only **WARRANT OF AUTHORITY TO CONFESS JUDGMENT.** Upon default, in addition to all other remedies and rights available to Lender, by signing below Guarantor irrevocably authorizes the prothonotary, clerk, or any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment against Guarantor at any time without stay of execution. Guarantor waives notice, service of process and process. Guarantor agrees and understands that judgment may be confessed against Guarantor for any unpaid principal, accrued interest and accrued charges due on this Note, plus collection costs and reasonable attorneys' fees up to 15 percent of the judgment. The exercise of the power to confess judgment will not exhaust this warrant of authority to confess judgment and may be done as often as Lender elects. Guarantor further understands that Guarantor's property may be seized without prior notice to satisfy the debt owed. Guarantor knowingly, intentionally, and voluntarily waives any and all constitutional rights Guarantor has to pre-deprivation notice and hearing under federal and state laws and fully understands the consequences of this waiver.

By signing immediately below, Guarantor agrees to the terms of the **WARRANT OF AUTHORITY TO CONFESS JUDGMENT** section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on page 2). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

CITY OF BENSON
Entity Name (Seal)

PAUL KITTLSON, MAYOR
Name, Title (Seal)

ROB WOLFINGTON, CITY MANAGER
Name, Title (Seal)

**City of Benson
Truth in Taxation
Public Hearing**

**December 3, 2012
City Council Chambers**

Prepared by: City Manager

City of Benson Big Picture

Year	Total Tax Capacity	TIF Tax Capacity	Net Tax Capacity
2004	1,024,927	24,966	999,961
2005	1,107,707	25,233	1,082,474
2006	1,113,470	23,835	1,089,635
2007	1,318,828	24,803	1,294,025
2008	1,743,124	27,375	1,715,749
2009	1,934,926	18,516	1,914,610
2010	1,957,201	18,516	1,936,365
2011	1,974,894	18,516	1,954,058
2012	1,749,927	5,690	1,744,237
2013	1,788,748	5,690	1,783,058

Tax Market Value – Benson

2002	\$82,799,300
2003	\$86,643,400
2004	\$91,403,425
2005	\$93,123,500
2006	\$101,585,100
2007	\$116,338,700
2008	\$143,359,900
2009	\$154,708,600
2010	\$155,081,285
2011	\$155,853,185
2012	\$160,526,400
2013	\$162,576,300

City of Benson

LGA State Aid History

2003	\$1,141,123
2004	\$944,758
2005	\$888,094
2006	\$996,566
2007	\$1,014,669
2008	\$869,055
2009	\$898,495
2010	\$776,650
2011	\$776,650 Recvd.
2012	\$776,650 Cert.
2013	\$776,650 Cert.

2012 Actual Levy

Description	Tax Capacity Levy	Market Value Levy	Final 2011 Levy
General Fund	\$573,525		\$573,525
2011 LGA/MVHC Reductions	\$148,390		\$148,390
Claussen Prop. II Abatement	\$22,000		\$22,000
Police Personnel	\$534,081		\$534,081
Library Fund	\$116,311		\$116,311
G.O. Capital Street Equipment 2006	\$35,516		\$35,516
G.O. Swimming Pool	\$0	\$79,562	\$79,562
Total Levy	\$1,429,823	\$79,562	\$1,509,385
% Increase from 2011 Levy			9.5%

2013 Proposed Levy

Description	Tax Capacity Levy	Market Value Levy	Proposed 2012 Levy
General Fund	\$739,874		\$739,874
Claussen Prop. II Abatement	\$22,000		\$22,000
Police Personnel	\$556,500		\$556,500
Library Fund	\$119,800		\$119,800
G.O. Swimming Pool	\$0	\$71,211	\$71,211
Total Levy	\$1,438,174	\$71,211	\$1,509,385
% Increase from 2012 Levy			0%

City of Benson 2012 Project List of Accomplishments

1. Replaced Software-Power Plant Controls
2. Began Construction of US TH-12 Project
3. Signed New Utility Agreements:
 - MISO Transmission
 - MRES M & O Extension
 - MRES & WAPA Power Extensions
4. Kansas Ave. Street Reconstruction

5. Small Cities Grant:
 - 2009 Close-Out
 - 2012 Pre-Application
6. Completed All-Hazard Mitigation Plan
7. Completed Water Treatment Plant
8. Launched New Police Records Management System
9. Completed City Hall Renovations
10. Successful Election Administration

City of Benson 2013 Project List of Goals & Objectives

1. Support Clinic Completion
2. Reconstruct 7 Blocks Streets
3. Complete Power Plant Project
4. Continue All-Hazard Mitigation Projects
5. Demolish Lumber Yard TH-9
6. Demolish & Close Pump House & Wells
7. Complete Airport Hangar Project
8. Rebuild Foundation & Renovate School House

9. Plan for Leadership Succession

10. Complete US-TH12 Project

- Underground Conversion
- New Street Lights
- Landscape
- Entrance Signs