

**MINUTES - BENSON CITY COUNCIL REGULAR MEETING
CITY HALL
MARCH 6, 2023**

The meeting was called to order at 5:30 p.m. by Mayor Evenson. Members present: Dan Enderson, Gary Landmark, Mark Schreck, Chris Carruth & Jack Evenson. Members Absent: None. Also present: Director of Finance Lisa Kent, City Clerk Val Alsaker, CEDA Representatives Hillary Tweed & Joe Maffit, Police Chief Ian Hodge, Public Works Director Dan Gens, Don Williamson from West Central Sanitation, Steve Mattheisen from Mattheisen Disposal, Benson Women of Today Representatives Abby Lee, Becky Lysen and Holly Olson & Reed Anfinson. Telephonically City Manager Rob Wolfington, Todd Hagen from Ehlers Public Finance Advisors, Kyle Harris & Brent Haugen.

The Council recited the Pledge of Allegiance.

The Mayor asked for any changes to the agenda, to which there were none. It was moved by Schreck, seconded by Enderson and carried unanimously to approve the agenda as presented.

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

- February 6, 2023 City Council Minutes
- February 17, 2023 Special City Council Minutes
- February 22, 2023 Special City Council Meeting
- September 26, 2022 Park Board Minutes
- January 3, 2023 Planning Commission Meeting
- Jack Kjos Application to the Airport Board term expiring December 31, 2025
- Deb Johannessen Application to the Library Board term expiring Dec. 31, 2025
- MRES – New President/CEO and New Vice President of Member Services Memo
- UMVRDC – Board Opening
- Charter Communication Franchise Fee Payment - \$8,151.59
- Pay Request from Bolton & Menk – BBB Master Plan - \$7,200.00
- Pay Request from Engan Associates – Armory Project - \$2,252.50 – Bal. to Finish - \$0
- Pay Request from Magney Construction – Clearwell – Pay Request #7 - \$57,964.35 – Bal to Finish-\$843,938.24
- Pay Request from Magney Construction–Anaerobic Digester–Pay Request #11-\$8,550-Bal to Finish-\$31,342.80
- Electronic Transfers:
 - Payroll: February 9, 2023 - \$118,467.33
 - February 23, 2023 - \$187,963.69
 - Journal Entries: January 2023 - \$1,505,174.81

There was no one with unscheduled business.

Steve Mattheisen and Don Williamson approached the Council to announce West Central Sanitation’s purchase of Mattheisen Disposal. Williamson said he will not be implementing any changes and is looking forward to servicing the Benson area. Wolfington said the contract presented has been reviewed by the City Attorney, and he recommended approval. It was then moved by Schreck, seconded by Carruth and carried unanimously to approve the solid waste contract with West Central Sanitation as presented. The Council thanked Mattheisen for his many years of serving the Benson area and welcomed Williamson.

The Benson Women of Today group approached the Council to present their project of refurbishing the Mini Golf Course at Ambush Park. They presented a list of renovations they wish to accomplish. They said it is a phased approach. They would like to replace some cracked concrete, and the carpeting. They are not having success getting the concrete guy to respond for a quote of work they wish to do. They also said they would like to include the school kids to paint murals and the industrial tech students to build some new buildings. Lastly, maybe some landscaping. The last time the carpet was replaced was in 2012. The life of this carpet is 10 years. Lee went on to say they have received a grant from the Sonsteng Foundation for \$9,900. They have applied for 2 more grants and are planning several fundraisers. They are asking the Council for matching funds to at least get the carpet back down so the course is usable. Schreck asked Carruth what the Park Board's thoughts were. Carruth said they were supportive and wanted to see it move forward. Maffit is meeting with the Women of Today on March 10, 2023 to discuss grant opportunities. Enderson said Ambush Park is a huge asset to the City. A lot of people utilize the park and mini-golf course and said it's worth maintaining its tradition. It was then moved by Landmark, seconded by Enderson and carried unanimously to approve \$10,000 toward carpeting the mini golf course at Ambush Park.

Kent approached the Council and Todd Hagen with Ehler's and Associates joined the meeting remotely. Hagen said he sent the bonds out for competitive bids. The City obtained a bond rating of A+ from a Standards and Poor call 2 weeks ago. He went on to say we had 3 winning solid bids, with the winning bid from a combination of investors being Northland Securities Inc, out of Minneapolis, MN, U.B.B., D.A. Davidson and State Bank of Danvers. The true interest rate came in at 3.3935%. Hagen said the bond sale closes on March 23, 2023. After further discussion, Councilmember Enderson offered the following resolution:

RESOLUTION NO. 2023-14

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF \$2,135,000 GENERAL OBLIGATION CAPITAL NOTES, SERIES 2023A PROVIDING FOR THEIR ISSUANCE AND LEVYING A TAX FOR THE PAYMENT THEREOF

- A. WHEREAS, the City of Benson, Minnesota (the "City") has heretofore determined and declared that it is necessary and expedient to issue \$2,135,000 General Obligation Capital Notes, Series 2023A (the "Notes" or individually, a "Note"), pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Sections 410.32 and 412.301, to finance the acquisition of various capital equipment for the City (the "Equipment"); and
- B. WHEREAS, each item of equipment to be financed by the Notes has an expected useful life at least as long as the term of the Notes; and
- C. WHEREAS, the amount of the Notes exceeds one-quarter of one percent (0.25%) of the estimated market value of the taxable property in the City (\$151,452,800 times 0.25% is \$378,632); and
- D. WHEREAS, on February 15, 2023, there was published in the official newspaper a resolution duly adopted by the City Council on February 6, 2023, determining to issue the Notes and no petition asking for an election on the proposition signed by voters equal to ten percent of the number of voters at the last regular municipal election was filed with the City Clerk within ten days after the date the resolution was published; and
- E. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the sale of the Notes and was therefore authorized to sell the Notes by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Notes have been solicited by Ehlers; and

F. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the City Clerk, or designee, at the offices of Ehlers at 10:00 A.M., this same day pursuant to the Preliminary Official Statement, dated February 23, 2023, established for the Notes; and

G. WHEREAS, it is in the best interests of the City that the Notes be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benson, Minnesota, as follows:

1. Acceptance of Proposal. The proposal of Northland Securities, Inc., in Minneapolis, Minnesota (the "Purchaser"), to purchase the Notes, in accordance with the Preliminary Official Statement, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$2,151,516.36, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted and the Notes are hereby awarded to the Purchaser. The Director of Finance is directed to retain the deposit of the Purchaser.

2. Terms of Notes.

(a) Title; Original Issue Date; Denominations; Maturities; Term Note Option. The Notes shall be dated March 23, 2023, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations"), and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$185,000	2028	\$210,000
2025	180,000	2029	220,000
2026	190,000	2033*	945,000
2027	205,000	* Term Bond	

As may be requested by the Purchaser, one or more term notes may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Note(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Notes, and to this end:

(i) The Notes shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Note for each maturity of the Notes; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Note shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Note.

(ii) Upon initial issuance, ownership of the Notes shall be registered in a bond register maintained by the Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Notes neither the City nor the Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Notes as securities depository (the "Participant") or the person for which a Participant holds an interest in the Notes shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence,

neither the City, nor the Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Notes, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Notes, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Notes (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Notes are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Registrar may treat as and deem the Depository to be the absolute owner of the Notes for the purpose of payment of the principal of and premium, if any, and interest on the Notes, for the purpose of giving notices of redemption and other matters with respect to the Notes, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Notes, and for all purpose whatsoever. The Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Notes only to or upon the Holder or the Holders of the Notes as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Note is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, by the Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Notes (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Notes, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Note issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Notes.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Registrar may establish a special record date for such consent or other action. The City or the Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Registrar in its written acceptance of its duties under this Resolution and any paying agency/registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Note if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Note that the Beneficial Owners be able to obtain certificates for the Notes, the Notes shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Notes shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Notes will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Notes shall provide funds to finance the Equipment. The total cost of the Equipment, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Notes.

4. Interest. The Notes shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2024, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2024	4.00%	2028	4.00%
2025	4.00	2029	4.00
2026	4.00	2033	3.30
2027	4.00		

5. Redemption. All Notes maturing on February 1, 2030, and thereafter shall be subject to redemption and prepayment at the option of the City on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Notes having a common maturity date

are called for prepayment, the specific Notes to be prepaid shall be chosen by lot by the Registrar. Notes or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Notes not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Notes having a common maturity date, the Registrar prior to giving notice of redemption shall assign to each Note having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Note. The Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to the Notes, as many numbers as, at \$5,000 for each number, shall equal the principal amount of the Notes to be redeemed. The Notes to be redeemed shall be the Notes to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each Note of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Note is to be redeemed only in part, it shall be surrendered to the Registrar (with, if the City or Registrar so requires, a written instrument of transfer in form satisfactory to the City and Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Registrar shall authenticate and deliver to the Holder of the Note, without service charge, a new Note or Notes having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

6. Registrar. U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Notes (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Notes shall be paid to the registered holders (or record holders) of the Notes in the manner set forth in the form of Note and paragraph 12.

7. Form of Note. The Notes, together with the Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SWIFT COUNTY
CITY OF BENSON

R-_____ \$_____

GENERAL OBLIGATION CAPITAL NOTE, SERIES 2023A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
%	February 1, 20__	March 23, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City Of Benson, Swift County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, without option of prepayment, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of

each year (each, an "Interest Payment Date"), commencing February 1, 2024, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Note will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Note are payable upon presentation and surrender hereof at the principal office of U.S. Bank Trust Company, National Association, in St. Paul, Minnesota (the "Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Note will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Note is registered (the "Holder") on the registration books of the Issuer maintained by the Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Holders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Note are payable in lawful money of the United States of America. So long as this Note is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Note and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution. Until termination of the book-entry only system pursuant to the Resolution, Notes may only be registered in the name of the Depository or its Nominee.

Optional Redemption. The Notes of this issue (the "Notes") maturing on February 1, 2030, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2029, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Notes having a common maturity date are called for prepayment, the specific Notes to be prepaid shall be chosen by lot by the Registrar. Notes or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Notes not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Note or Notes are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Notes to be redeemed to be mailed to the Registrar and all certificate holders, at the addresses shown on the Register. All Notes so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Issuance; Purpose; General Obligation. This Note is one of an issue in the total principal amount of \$2,135,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination issued pursuant to and in full conformity with the Constitution, Charter of the Issuer and laws of the State of Minnesota and pursuant to a resolution adopted by the city council on March 6, 2023 (the "Resolution"), for the purpose of providing money to finance the purchase of various items of capital equipment for the Issuer. This Note is payable out of the General Obligation Capital Notes, Series 2023A Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Notes are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Notes of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is

hereby made to the Resolution for a description of the rights and duties of the Registrar. Copies of the Resolution are on file in the principal office of the Registrar.

Transfer. This Note is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Registrar upon presentation and surrender hereof to the Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Registrar. Thereupon the Issuer shall execute and the Registrar shall authenticate and deliver, in exchange for this Note, one or more new fully registered Notes in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Note, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Note and any legal or unusual costs regarding transfers and lost Notes.

Treatment of Registered Owners. The Issuer and Registrar may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Registrar shall be affected by notice to the contrary.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Note has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, Charter of the Issuer and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Benson, Swift County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the facsimile signatures of its Mayor and its City Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

Payable at: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

REGISTRAR'S CERTIFICATE
OF AUTHENTICATION

CITY OF BENSON
SWIFT COUNTY, MINNESOTA

This Note is one of the
Notes described in the
Resolution mentioned
within.

/s/ Facsimile

Mayor

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
St. Paul, Minnesota
Registrar

/s/ Facsimile
City Clerk

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____

(Cust)

(Minor)

under the _____ Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice:

The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Registrar will not affect transfer of this Note unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Note is held by joint account.)

8. Execution. The Notes shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Notes may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Notes shall cease to be such officer before the delivery of the Notes, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Note, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Registrar. Certificates of Authentication on different Notes need not be signed by the same person. The Registrar shall authenticate the signatures of officers of the City on each Note by execution of the Certificate of Authentication on the Note and by inserting as the date of registration in the space provided the date on which the Note is authenticated, except that for purposes of delivering the original Notes to the Purchaser, the Registrar shall insert as a date of registration the date of original issue of March 23, 2023. The Certificate of Authentication so executed on each Note shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Registrar a bond register in which, subject to such reasonable regulations as the Registrar may prescribe, the Registrar shall provide for the registration of Notes and the registration of transfers of Notes entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Note at the principal office of the Registrar, the City shall execute (if necessary), and the Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Notes of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Note may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Notes may be exchanged for Notes of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Notes to be exchanged at the principal office of the Registrar. Whenever any Notes are so surrendered for exchange, the City shall execute (if necessary), and the Registrar shall authenticate, insert the date of registration of, and deliver the Notes which the Holder making the exchange is entitled to receive.

All Notes surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

All Notes delivered in exchange for or upon transfer of Notes shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Notes surrendered for such exchange or transfer.

Every Note presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Note and any legal or unusual costs regarding transfers and lost Notes.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Registrar, including regulations which permit the Registrar to close its transfer books between

record dates and payment dates. The Director of Finance, or other authorized official of the City, is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

12. Interest Payment; Record Date. Interest on any Note shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Note is registered (the "Holder") on the registration books of the City maintained by the Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Registrar may treat the person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above with respect to payment and record date) on such Note and for all other purposes whatsoever whether or not such Note shall be overdue, and neither the City nor the Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Notes when so prepared and executed shall be delivered by the Director of Finance to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Notes, Series 2023A Fund" (the "Fund") to be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Notes and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Notes. From the Capital Account there shall be paid all costs and expenses of the acquisition of the equipment, including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Notes may also be used to the extent necessary to pay interest on the Notes due prior to the anticipated date of commencement of the collection of taxes herein levied.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) available City funds in the amount of \$67,404.95 to provide sufficient funds to pay interest due on the Notes on or before February 1, 2024; (ii) collections of all taxes herein or hereafter levied for the payment of the Notes and interest thereon; (iii) all funds remaining in the Capital Account after the payment of all costs of acquisition of the Equipment; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Notes and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Notes shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Notes were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Notes or \$100,000. To this effect, any proceeds of the Notes and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the Notes payable therefrom) in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Notes there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
-------------------------	-------------------------------	---------------

(See attached Exhibit B)

The tax levies are such that if collected in full they will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Notes. The tax levies shall be irrevocable so long as any of the Notes are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. Defeasance. When all Notes have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Notes shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Notes which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Note should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Notes called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Notes, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Notes, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Notes and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such

purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Swift County, Minnesota, together with such other information the County Auditor shall require and there shall be obtained from the County Auditor a certificate that the Notes have been entered in the County Auditor's bond register, and that the tax levy required by law has been made.

20. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Notes, certified copies of all proceedings and records of the City relating to the Notes and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Notes as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

21. Compliance with Reimbursement Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Notes, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty (60) days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Notes, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Notes.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Notes or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Notes, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Notes are issued, shall be treated as made on the day the Notes are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants upon receipt of an opinion of its Bond Counsel for the Notes stating in effect that such action will not impair the tax-exempt status of the Notes.

22. Negative Covenant as to Use of Proceeds and Equipment. The City hereby covenants not to use the proceeds of the Notes or the Equipment financed thereby, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Equipment, in such a manner as to cause the Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

23. Tax-Exempt Status of the Notes; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Notes, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Notes, and (iii) the rebate of excess investment earnings to the United States if the Notes (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Notes are issued by a governmental unit with general taxing powers, (ii) no Note is a private activity bond, (iii) ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Notes are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

24. Designation of Qualified Tax-Exempt Obligations; Issuance Limit. In order to qualify the Notes as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Notes are issued after August 7, 1986;
- (b) the Notes are not "private activity bonds" as defined in Section 141 of the Code;
- (c) the City hereby designates the Notes as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2023 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Notes does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

25. Continuing Disclosure. The City is the sole obligated person with respect to the Notes. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described:

(a) to provide or cause to be provided to the Municipal Securities Rulemaking Board, by filing at www.emma.msrb.org, (i) at least annually, its audited financial statements for the most recent fiscal year, and (ii) notice of the occurrence of certain events with respect to the Notes in not more than ten (10) business days after the occurrence of such event, in accordance with the Undertaking; and

(b) its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Notes and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Notes, and (iii) acceptable to the Officers.

26. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

27. Official Statement. The Official Statement relating to the Notes prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Notes to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

28. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Note proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, San Francisco, California, on the closing date for further distribution as directed by Ehlers.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

Councilmember Schreck seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Enderson, Landmark, Carruth. NAYES: None. Thereupon the Mayor declared Resolution 2023-14 duly passed and adopted.

Gens approached the Council with equipment CIP requests. These requests are included in the Equipment Bond issue we just approved. First is a Super Duty Ford pick-up we have had on order for a couple years. Gens said our name is now on one of the trucks being made. He is unsure when it will be delivered or the actual cost when it is available. It is in the equipment bond at \$80,000. Council directed Gens to come back with the cost of the truck when he knows.

Gens then presented a request from the equipment bond for a 2023 pot-holer for the electric department. We will trade in our 2006 pot-holer. He presented 2 quotes. Vermeer came in at \$133,442.54. DitchWitch came in at \$101,233, both quotes after trade-in. After discussion, it was moved Carruth, seconded by Schreck and carried unanimously to approve the quote from DitchWitch in the amount of \$101,233.

Finally Gens presented a quote for a skid steer loader. The quote was from Bobcat. He said we will trade in the John Deere 317. With trade in, the Bobcat will cost \$49,000. Carruth asked if we got a

quote from the local John Deere dealership. Gens said they hadn't. The Council directed Gens to get a quote from Midwest Machine for a skid steer and bring this quote back to the next meeting.

Tweed approached to share we need to have a second signer for the Wastewater EDA grant along with the Mayor. Wolfington is a member of the EDA Board and the logical second signer. Councilmember Schreck offered the following resolution:

**RESOLUTION DESIGNATING AUTHORIZED REPRESENTATION
(RESOLUTION NO. 2023-15)**

WHEREAS, THE Governing body of the City of Benson, Minnesota has entered into an agreement with the **U.S. Department of Commerce (DOC) Economic Development Administration (EDA)** to complete the Flood Mitigation and Wastewater Upgrade Project (Project Number 06-79-06298) and as is required to delegate a representative who shall represent the City of Benson in the business of the Flood Mitigation and Wastewater Upgrade Project (Project Number 06-79-06298).

NOW, THEREFORE, BE IT RESOLVED that Robert Wolfington, Economic Development Authority Chair be and is hereby authorized and appointed as the representative of the City of Benson, Minnesota, to represent the City of Benson in the business of Flood Mitigation and Wastewater Upgrade Project (Project Number 06-79-06298), with the powers, duties and responsibilities as provided in said agreement.

Councilmember Landmark seconded the foregoing resolution and the following vote was recorded: AYES: Evenson, Schreck, Enderson, Landmark, Carruth. NAYES: None. Thereupon the Mayor declared Resolution 2023-15 duly passed and adopted.

Tweed discussed receiving the bid documents for the Armory renovation from Engan Associates and has reviewed them. DEED has also reviewed them and the next step is for City Council approval. She recommended going out for bids. Then we will see where we sit with the budget. After discussion, it was moved by Landmark, seconded by Carruth and carried unanimously to approve going out for bids on the Armory project.

Tweed talked about a memo from Engan Associates. They stated they based their original fee of \$97,730 on the 8% approximate project budget. Now they estimate they were asked to design an additional \$210,000 on top of the original project. They are proposing a fee adjustment of an additional \$16,500. After discussion, it was moved by Schreck, seconded by Carruth and carried unanimously to table the request until the bids come in.

Tweed said at noon today the EDA heard a presentation on the South Industrial Park from Paul Sandy at WSB. She handed out a copy of the slides which included a breakout of the project development. She said the study outlines the process, scope of services, existing conditions of the property, proper implementation, financing, funding and feasibility. She discussed the site serviceability, water resources, possible wetland delineation and presented a couple possible layouts. She said there are wetlands on the site, which some could be used for storm water storage. She said if the project is fully developed all in one shot the current estimate for the project will come in at \$8,029,331. This includes watermain, sanitary sewer extension, storm ponding, outlet ditch, street infrastructure and highway turn lanes cost, contingency and indirect costs. If the option is to phase the project that cost is projected to be \$4,536,397. What is entailed in this is scaled back watermain, sanitary sewer, storm ponding and outlet ditch and turn lanes. She added State DEED could match funds up to \$2 million. Wolfington said there needs to be a discussion with Torning Township of an annexation of the land where the South Industrial Park will be placed.

Gens approached the Council to discuss the Automated Weather Observation Station (AWOS) system at the airport. The State of Minnesota has put Benson's AWOS as a top priority to replace. Bolton & Menk has submitted a proposal to assist the City with installation of a new AWOS system.

Replacement is a two-phase project. The cost for implementing the project is a shared cost, of 75% MnDOT and 25% City Share. Our share of implementation is \$10,000. After discussion, it was moved by Schreck, seconded by Carruth and carried unanimously to approve the quote from Bolton & Menk for their services in the total project engineering cost of \$10,000.

Next Gens presented project quotes for 2023. First was for concrete work. There was only one bid from B.G. Amundson Construction, Inc. It was moved by Landmark, seconded by Schreck and carried unanimously to approve the concrete work from B.G. Amundson Inc. for 2023 concrete work in the amount of \$40,125.

Two quotes for chip sealing were next, and presented as follows:

- Morris Seal Coat - \$86,400
- Allied Inc. - \$99,960

It was moved by Landmark, seconded by Enderson and carried unanimously to approve the quote from Morris Sealcoat in the amount of \$86,400 for the 2023 season. Gens said he should have requested as part of quotes to include laying chips, but he did not, so there will be an additional cost for the chips later.

Lastly 4 quotes for bituminous were received as follows:

- Duinick Inc.-\$226,800
- Ferguson Asphalt Inc.-\$232,200
- Mark Lee Asphalt-\$253,125
- Central Specialties-\$288,360

It was moved by Schreck, seconded by Carruth and carried unanimously to approve the bituminous quote from Duinick Inc. for the 2023 season in the amount of \$226,800.

A change order to the clear well was next. Gens said this was discussed at the Utility Board meeting before the Council meeting. He explained in the design, the finished water lines going up and over other pipes, which are not efficient. He would like to reroute this pipe below the cement slab into the concrete weir box. Second, he would like to reroute the backwash pipe and install a butterfly valve, which will allow for any work to be isolated and minimize the plant shutdown time, and third, install a second railing leading up to the clear well located on concrete steps. There is currently only one railing and he feels two are safer for the employees especially in the winter. Cost for the railing and installation is \$2,289.23. The cost for rerouting the finished water lines is \$75,324.66, and cost for raising the backwash lines is \$11,663.98. Gens said his crew could do some of the finishing work. After discussion, it was moved by Enderson to approve all three change orders as presented. The motion was seconded by Landmark, and the following vote was recorded. AYES: Carruth, Evenson, Enderson, Landmark. NAYES: Schreck. The Mayor asked Councilmember Schreck if he wanted to elaborate on his Nay vote, to which he said this change order came to the utility board right before the City Council meeting and felt the engineer should have had this figured out. The motion carried.

It was moved by Enderson to approve the following election judges for the April 11, 2023 Special City Council Election:

Marti Benson	Sue Fitz
Dixie Golden	Sharon Hagen
Pam Lawatsch	LoAnn Hagen
Mark Frank	Mary Langan
Diane Trew	John Wigfield
Gene Doscher	Patty Schreck
Val Alsaker	Glen Pederson
Lisa Kent	

The motion was seconded by Carruth and the following vote was recorded: AYES: Carruth, Evenson, Enderson, Landmark. NAYES: None. ABSTAIN: Schreck. The motion carried.

Next was discussion on the employment agreement for newly hired City Manager Kyle Harris. Wolfington said the City Attorney has reviewed all changes and the agreement in the packet is in final form. It was moved by Schreck, seconded by Carruth and carried unanimously to approve the employment agreement with Kyle Harris as presented.

It was moved by Schreck, seconded by Landmark and carried unanimously to approve the bills and warrants in the amount of \$1,013,247.68.

There being no further business to come before the Council a motion was made by Landmark, seconded by Enderson and carried unanimously to adjourn the Council meeting at 6:57 p.m.

Mayor

City Clerk