

AGENDA
HENDERSON CITY COUNCIL MEETING
WEDNESDAY, FEBRUARY 21, 2024
TIME 7:00 P.M.

TARGET TIME
7:00 P.M.

- I. Call to Order
- II. Minutes, January 17, 2024
- III. Consent Agenda
 - A. Resolutions 2024-02 to 2024-05, 3 Gambling and 1 Sales Tax
- IV. Requests to Appear Before the Council, Ordinances
 - A. Adam Arnst
 - B. Cody Boelter
- V. Reports
 - A. Police Chief-police monthly and equipment purchase proposal recommendations.
 - B. SEH update
 - C. City Attorney
 - D. City Administrator
 - 1. St. Joseph Purchase Agreement (Resolution 2024-06)
 - 2. AT/Park/Trails/EAB grants (Resolution 2024-07)
 - 3. Presidential Nomination Primary Election March 5, 2024
 - 4. Ehlers Conference, FMP/URS
 - 5. Flood Mitigation Projects—CR 6 Open House
 - 6. Conflict of Interest Form
 - E. City Council
 - 1. Mayor: March 20th Open House/Council meeting? and;
 - 2. EDA committee appointment
- VI. Financial
 - A. Cash balance-1/31/2024
 - B. Bills
- VII. Old Business
- VIII. Informational Items
 - A. Local Board of Appeal and Equalization meeting notice
 - B. Revised Meeting Schedule
- IX. New Business
 - A. Memo attorney--Possible closed meeting under MSA 13d.05 Subd. 2(b) to discuss an employment law/employee related matter, with any action being taken conducted in an open meeting.
- X. Adjourn

8:30 P.M.

MINUTES, HENDERSON CITY COUNCIL, WEDNESDAY, JANUARY 17, 2024

Meeting called to order at 7:00 P.M. by Mayor Keith Swenson; present were Council Members Amy Hardel, Randy Tiegs, Steve Sellner and Crystal Thomas. Also present Police Chief Eric Karels, Jerry Gilman, Jeff Dahm, Dave Markham, Dave Reinhardt, Richard Haas, Beth Cornish, and Lon Berberich.

Motion Swenson, seconded Hardel to approve minutes of December 20, 2023, meeting. Motion carried.

Proposal from Jerry Gilman of Henderson Lawn Care-Motion Tiegs, seconded Sellner to accept the Henderson Lawn Care proposal as presented for 2024. Motion carried.

1st reading of Ordinance 241, an Ordinance Amending §503.04, Dog Nuisances. Mayor Swenson read in full, followed by public discussion and comments.

Motion Swenson, seconded Sellner to waive second 2nd reading and adopt Ordinance 241. Ordinance to be published in full on January 25, 2024, in the Henderson Independent. Motion carried.

Police Chief Karels provided a written monthly report.

Pautsch updated the council on the emerald ash borer tree project and the 2024 election cycle.

Motion Hardel, seconded Sellner to approve the election judges as submitted for the 2024 presidential nomination primary, primary, and general elections. Motion carried.

Berberich reported on CR 6 flood mitigation project, 2023 audit progress, and Active Transportation and DNR grants.

Mayor Swenson updated council on the recent bonding bill meeting.

Review of 2024 appointments. Motion Tiegs, seconded Sellner to approve the appointments and designations (see attached). Motion carried.

Motion Swenson, seconded Tiegs to approve of the December 31, 2023 cash balances. Motion carried.

Motion Hardel, seconded Swenson, to approve the following city bills. Motion carried.

BOND TRUST SERVICES CORPORATIO	\$387,298.75	MEI TOTAL ELEVATOR SOLUTIONS	\$1,999.43
COMMUNITY EDUCATION	\$1,500.00	METRONET	\$584.76
CONSTRUCTION AND TREE SERVICE	\$9,384.23	MICROSOFT OFFICE 365	\$12.83
DELTA DENTAL	\$153.68	OmniSite	\$152.00
DVS RENEWAL	\$40.50	QUILL CORPORATION	\$110.44
EHLERS 2024 PUBLIC FINANCE SEM	\$330.00	SEH	\$28,911.70
ERIC KARELS	\$115.46	TIMOTHY PAUTSCH	\$399.46
HAWKINS INC.	\$30.00	BREMER BANK	\$64,664.75
HENDERSON AREA FIRE DISTRICT	\$33,236.89	LEAGUE OF MN CITIES INS. TRUST	\$1,000.00
HENDERSON INDEPENDENT	\$32.00	MN DEPT OF NATURAL RESOURCES	\$391.61
HENDERSON POST OFFICE	\$321.00	NORTHWEST NATURAL GAS	\$444.16
LEAGUE OF MN CITIES	\$764.00	SEH	\$1,180.48

Berberich presented levy/debt balances, 2024 water rates, tax calculations, amended budget and 2023 cash transfers, updated 2024 personnel committee recommendations, and building inspector James Baumann's resignation effective February 1, 2024.

Motion Tiegs, seconded Swenson to adopt Resolution 2024-01, a Resolution Adopting the 2023 Amended Budget, Closing and Reserving Funds, and Authorizing Fund Transfers. Motion carried.

Motion Tiegs, seconded Swenson to approve the revised meeting schedule. Motion carried.

Mayor Swenson adjourned the meeting at 8:00 PM.

Respectfully submitted,



Timothy Pautsch

City Clerk

**CITY OF HENDERSON, MINNESOTA
RESOLUTION 2024-02**

A resolution accepting Chapter 64, Article 10, Section 35, a special law authorizing the City of Henderson to impose by ordinance a sales and use tax of one-half of one percent to pay the costs of collecting and administering the tax, and to finance up to \$250,000 for the Allanson's Park Campground and Trail Project.

WHEREAS, the city has engaged community residents and businesses and identified enhancing Allanson's facilities, campground, trail and amenities as a significant local and regional project; and,

WHEREAS, the project will result in benefits to both the residents, property owners, and businesses of the city of Henderson and to non-resident visitors and businesses; and,

WHEREAS, funding the project with a local sales tax will more closely distribute the cost of the project to the users of the facilities; and,

WHEREAS, the project is estimated to cost approximately \$250,000; and,

WHEREAS, the city estimates that a local sales tax of \$0.005 would generate \$250,000 over 15 years; and,

WHEREAS, the City of Henderson has provided documentation of the regional significance of the Allanson's Park Campground and Trail project, and the community per the findings below; and,

WHEREAS, annually the City of Henderson hosts multiple events including weekly roll-ins on Tuesday nights, Hummingbird Hurrah, Sauerkraut Day's, baseball and softball tournaments, Ladies Night Out, and other events that increases the number of sales tax remitting businesses by over 20; and,

WHEREAS, non-residents/tourists use the existing campground at Allanson's Park (17 developed sites plus primitive sites) as well as the shelter hosting multiple visitors (graduations, weddings, reunions, birthday parties, etc.) from throughout the region from April through October each year including the adjoining playground and recreational facilities during their visits; and,

WHEREAS, a study done by the University of Minnesota extension in 2017 determined that on the average 700 roll-in attendees of which about 80% were non 56044 zip code residents spent about \$17 per visit to Henderson. IN 2021, a supplemental survey showed that dollar amount increased to about \$30 per visitor; and,

WHEREAS, based on the above findings the Henderson City Council determines that over half of sales tax collection eligible revenue generated is from non-City of Henderson residents, businesses and property owners and the referenced project is regionally significant in its impact; and,

WHEREAS, the estimated local sales tax revenue and estimated time needed to raise that amount of revenue for each project is as follows:

Allanson Park Campground and Trail: The City will collect \$250,000 over 15 years.

WHEREAS, Minn. Stat. § 297A.99 authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and,

WHEREAS, Minn. Stat. § 297A.99 requires the City to pass a resolution authorizing such a local tax and to obtain Legislative approval prior to approval by the local voters to enact the local tax;

THEREFORE, BE IT RESOLVED the following:

1. The Henderson City Council supports the authority to impose a general local sales tax of *\$0.005* for a period of 15 years to fund the aforementioned project.
2. The Henderson City Council adopted Resolution 2023-02 on January 18th, 2023, proposing the tax and submitting documentation of regional significance to the chairs and ranking minority members of the House and Senate Taxes committees for approval and passage of a special law authorizing the tax, by January 31 of the year that it is seeking the special law.
3. During the 2023 Regular Session of the 93rd Legislature, the special law authorizing the tax received legislative approval and passage. The city formally adopts the new law through resolution and along with a local approval certificate, is submitted to the Office of the Secretary of State before the next Legislative session.
4. The city will put a detailed ballot question on a general election ballot for local voter approval. This will be done by November of 2024.
5. If the ballot question passes, the city will also pass an ordinance imposing the tax and notify the commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.
6. Upon completion of the aforementioned requirements, the local sales tax will commence and run until 2038 or until a sum sufficient to fund the voter approved project, including related debt costs, is raised, whichever comes first.

Adoption by the City Council of the City of Henderson this 21st day of February 2024.

BY:

Mayor Keith Swenson

ATTEST:

Timothy Pautsch, City Clerk

Resolution 2024-03

A RESOLUTION APPROVING MINNESOTA PREMISES PERMIT FOR LAWFUL GAMBLING FOR HENDERSON LIONS CLUB, LOCATED AT RIVER BOTTOM TAVERN & BREWHOUSE, 510 MAIN STREET HENDERSON, MINNESOTA

WHEREAS, the Henderson Lions Club has submitted applications to the City of Henderson requesting City approval of a Minnesota Gambling Premises Permit application located at River Bottom Tavern & Brewhouse, 510 Main Street, Henderson, Minnesota; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes.

NOW THEREFORE, BE IT RESOLVED that the City of Henderson approves of the local gambling located at River Bottom Tavern & Brewhouse, 510 Main Street, Henderson, Minnesota. The City Clerk is directed to attach a certified copy of this resolution to the application to be submitted to the Gambling Control Board.

Adopted by the City Council for the City of Henderson on this 21st day of February 2024.

Keith Swenson, Mayor

ATTEST:

Timothy Pautsch, City Clerk

Resolution 2024-04

A RESOLUTION APPROVING MINNESOTA PREMISES PERMIT FOR LAWFUL GAMBLING FOR HENDERSON LIONS CLUB, LOCATED AT RIVER BOTTOM TAVERN & BREWHOUSE, 514 MAIN STREET HENDERSON, MINNESOTA

WHEREAS, the Henderson Lions Club has submitted applications to the City of Henderson requesting City approval of a Minnesota Gambling Premises Permit application located at River Bottom Tavern & Brewhouse, 514 Main Street, Henderson, Minnesota; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes.

NOW THEREFORE, BE IT RESOLVED that the City of Henderson approves of the local gambling located at River Bottom Tavern & Brewhouse, 514 Main Street, Henderson, Minnesota. The City Clerk is directed to attach a certified copy of this resolution to the application to be submitted to the Gambling Control Board.

Adopted by the City Council for the City of Henderson on this 21st day of February 2024.

Keith Swenson, Mayor

ATTEST:

Timothy Pautsch, City Clerk

Resolution 2024-05

A RESOLUTION APPROVING MINNESOTA PREMISES PERMIT FOR LAWFUL GAMBLING FOR HENDERSON LIONS CLUB, LOCATED AT RIVER BOTTOM TAVERN & BREWHOUSE, 518 MAIN STREET HENDERSON, MINNESOTA

WHEREAS, the Henderson Lions Club has submitted applications to the City of Henderson requesting City approval of a Minnesota Gambling Premises Permit application located at River Bottom Tavern & Brewhouse, 518 Main Street, Henderson, Minnesota; and

WHEREAS, it has been demonstrated that the organization is collecting gambling monies for lawful purposes.

NOW THEREFORE, BE IT RESOLVED that the City of Henderson approves of the local gambling located at River Bottom Tavern & Brewhouse, 518 Main Street, Henderson, Minnesota. The City Clerk is directed to attach a certified copy of this resolution to the application to be submitted to the Gambling Control Board.

Adopted by the City Council for the City of Henderson on this 21st day of February 2024.

Keith Swenson, Mayor

ATTEST:

Timothy Pautsch, City Clerk



Henderson, MN Police Department

Mailing: PO Box 125, Henderson, MN 56044

Location: 600 Main St, Henderson, MN 56044

Date: 01/26/2024

*Chief Eric Karels 701 507-
479-0603*

Henderson Police Department New Equipment Proposed Expenditures

1. \$41289 2024 Dodge Durango
2. \$18907.29 EATI Police equipment package
3. \$985 GRAFIX emblems
4. \$ 32820 APHA Wireless/Motorola Radios
5. \$35270 LensLock 4 Body worn cameras ,2 in car camera , software support and accessories
6. \$11522 AXON 2- TAZER10
7. \$3539 Stalker Radar
8. \$3485.74 Panasonic Toughbook
9. \$850 2- Alco-sensor FST Portable breath tester



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MEMORANDUM

TO: Mayor and City Council
Tim Pautsch, City Administrator

FROM: Chris Knutson, PE (Lic. MN)
Doug Scott, PE (Lic. MN)

DATE: February 21, 2024

RE: Street and Utility Project Update

2023/2024 PROJECT UPDATE

Hjerpe Contracting is anticipating starting work the first week of April, though equipment may be arriving earlier as they work around load limits. The spring preconstruction meeting will be held on March 25th at 10am and a better schedule provided at that time. The Contractor's schedule will depend on work by other projects, primarily TH93.

Over the winter, the reconstruction of Beverly Lane was discussed. This street is not within the current project but contains the same watermain as located on South Street where a break occurred this last year with installation in the late 1970s. This street currently dead ends on the south side of Hilltop School, though right-of-way and a watermain continue through the grass area leading to Turner Drive. With redevelopment south of Hilltop School being discussed for residential housing, the importance of providing secondary access to this neighborhood was brought. For the current project, the contractor intends to construct a gravel access road within the city right of way as South Street is under construction. Full reconstruction of this street including a new connection to Turner Drive could be considered with this project through a change order. Needs for this street primarily include watermain and pavement replacement. Sanitary sewer would be left in-place but could be lined in the future. The main is located outside of the street. A realignment of the street would be considered on the south end that may require additional right-of-way. As part of the City's Complete Streets Policy, consideration toward sidewalk should be made as well. A construction estimate for the improvement based on the current contract is \$225,000 (without sidewalk) plus approximately \$20,000 in engineering costs for design and construction. The contractor would provide an updated cost as work would occur through change order.

BONDING BILL AND GRANT REQUESTS

SEH is working on a bill with Representative Bobbie Harder to request funding for a new water treatment facility in the upcoming bonding bill session. A request for \$3.0 million dollars is being made, half of the estimated project cost. The language is being refined to ensure it encompasses all work needed.

A number of grant requests are being considered for trail and park improvements within the City. SEH will provide assistance as needed as Tim continues to work on the applications. It is expected that trail improvements would be focused on the proposed North Trailhead area and that park improvements would include splash pad and possibly Allanson's Park.

cdk

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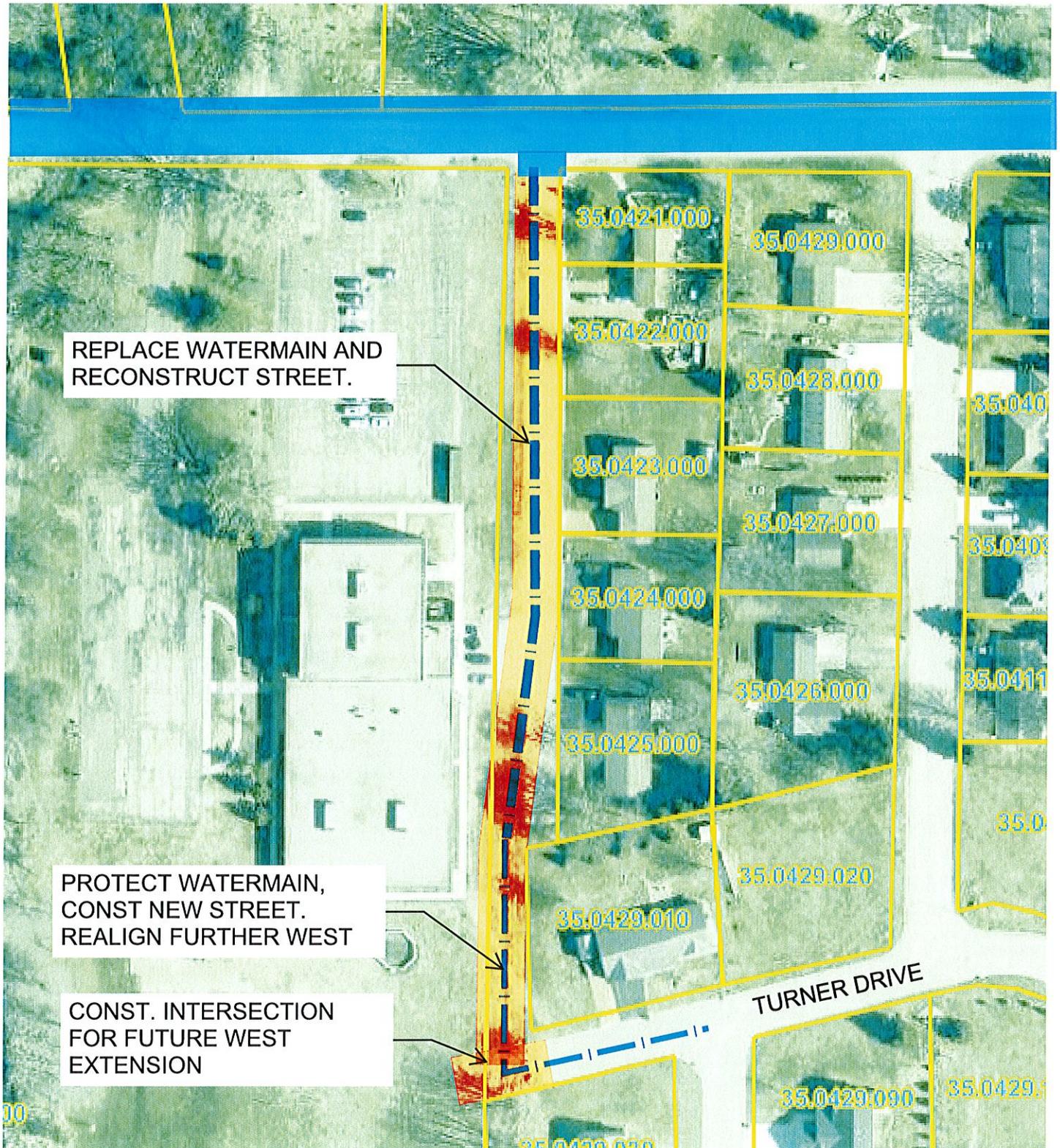
Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

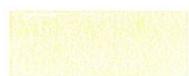
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BEVERLEY LANE RECONSTRUCTION



2023-2024 PLANNED
RECONSTRUCTION



ADDITIONAL RECONSTRUCTION

CITY OF HENDERSON

SIBLEY COUNTY, MINNESOTA

Resolution No.: 2024-06

WHEREAS, the City Council for the City of Henderson met at its regularly scheduled meeting on February 21, 2024, and discussed the acquisition of real estate from the Parish of St. Joseph; specifically that parcel known as Parcel Two on the attached survey. Said purchase proposal is contained in the attached Purchase Agreement, with Addendum, and includes only Parcel Two in the attached survey;

WHEREAS, the City Council has discussed the purchase of Parcel Two and has identified a specific need for the acquisition of this property. The Council notes that the property would provide a benefit to the residents of the City of Henderson and potential business opportunities. The proposed purchase of Parcel Two is for \$30,000 and this is a fair and reasonable price for the parcel. The proposed purchase of the parcel is contingent upon the City agreeing to the Covenants and Restrictions set forth in the attached Covenants and Restrictions.

WHEREAS, upon motion made, seconded, and duly passed by majority vote, the City of Henderson has been authorized by its City Council to proceed forward with the purchase of this property by entering into the Purchase Agreement and Addendum hereto for the same conditioned on a purchase price of \$30,000 plus ordinary and customary closing costs. The Covenants and Restrictions attached hereto are acceptable to the City. The Mayor, City Attorney, and City Administrator are authorized to enter into and sign any and all necessary documents to effectuate the transfer of this real estate with the Covenants and Restrictions to the City.

Upon motion made, duly seconded, and passed, the same is hereby approved.

Dated: February 21, 2024

Keith Swenson-Mayor

ATTEST:

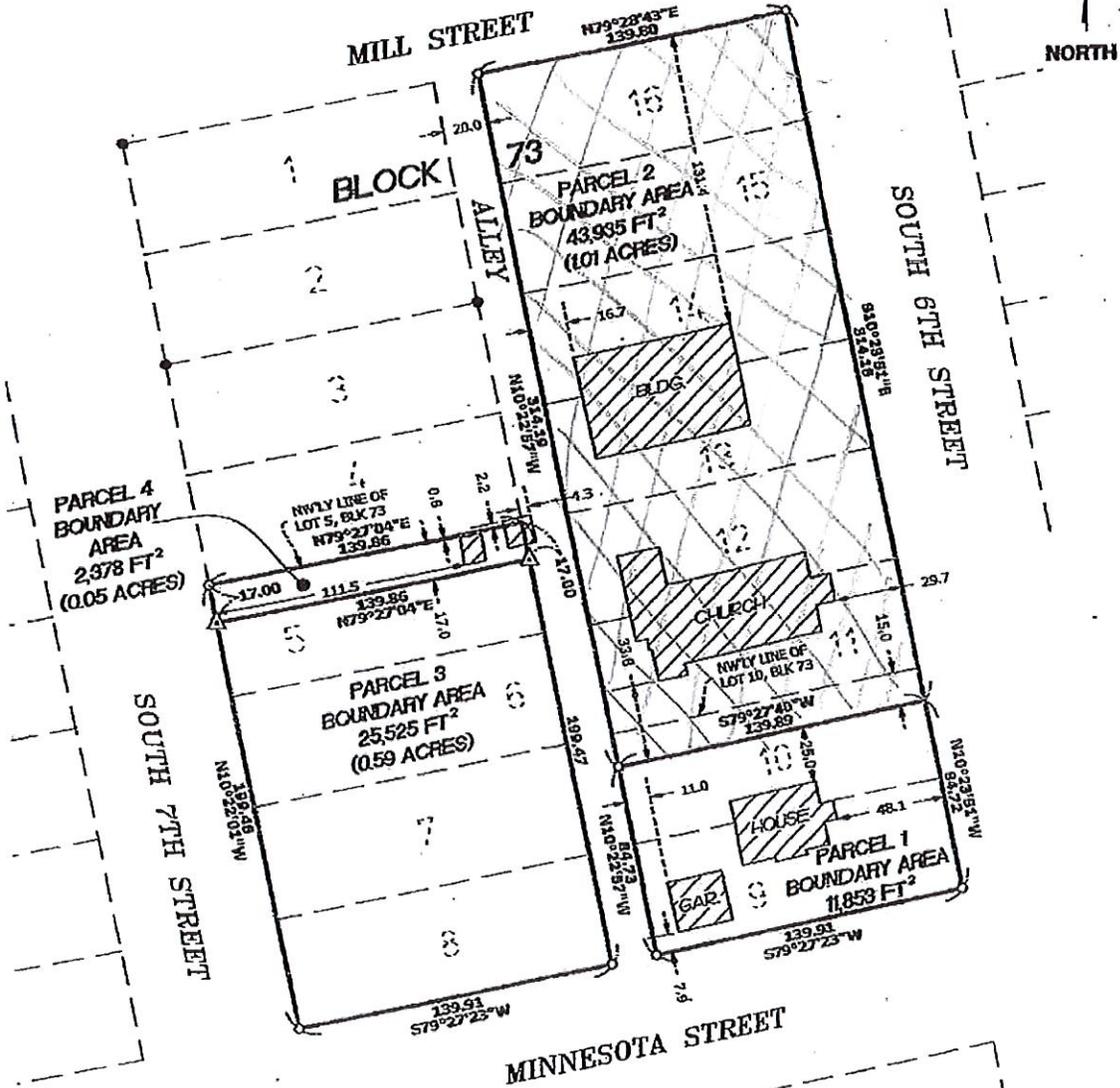
Dated: February 21, 2024

Timothy Pautsch-City Administrator

CERTIFICATE OF SURVEY

~for~ CHURCH OF ST. JOSEPH
 ~of~ Lots 5 through 16, Block 73, CITY OF HENDERSON

- LEGEND**
- DENOTES IRON MONUMENT FOUND
 - DENOTES IRON MONUMENT SET
 - △ DENOTES SPIKE SET



PARCEL 1, PROPOSED DESCRIPTION

Lots 9 and 10, EXCEPT the North 15.00 feet of said Lot 10, as measured at right angles to and parallel with the northwesterly line of said Lot 10, all being part of Block 73 of the original plat of the City of Henderson, Minnesota, said plat being of record and on file at the Sibley County Recorder's Office, Sibley County, Minnesota.

PARCEL 2, PROPOSED DESCRIPTION

Lots 11, 12, 13, 14, 15, 16 and the North 15.00 feet of Lot 10, as measured at right angles to and parallel with the northwesterly line of said Lot 10, all being part of Block 73 of the original plat of the City of Henderson, Minnesota, said plat being of record and on file at the Sibley County Recorder's Office, Sibley County, Minnesota.

PARCEL 3, PROPOSED DESCRIPTION

Lots 5, 6, 7, and 8, EXCEPT the North 17.00 feet of said Lot 5, as measured at right angles to and parallel with the northwesterly line of said Lot 5, all being part of Block 73 of the original plat of the City of Henderson, Minnesota, said plat being of record and on file at the Sibley County Recorder's Office, Sibley County, Minnesota.

PARCEL 4, PROPOSED DESCRIPTION

The North 17.00 feet of Lot 5, as measured at right angles to and parallel with the northwesterly line of said Lot 5, all being part of Block 73 of the original plat of the City of Henderson, Minnesota, said plat being of record and on file at the Sibley County Recorder's Office, Sibley County, Minnesota.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 18MAY23.
- Bearings shown are on an assumed datum.
- Parcel ID Number: 32.0228.010.
- This survey was prepared without the benefit of title work. Additional encumbrances, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: *[Signature]*
 Minnesota License No. 45356

Dated 13th day of November, 2023.

DATUM: Assumed		JOB NO. 23.0411	
REVISIONS			
1	APPROVES PARCEL BOUNDARIES	EDM	SCALE: 1" = 50'
2			DATE: 02JUN23
3			DRAWN BY: SW
NO.	DATE	DESCRIPTION	BY
			CREW: JWM

E.G. RUD & SONS, INC.
 Professional Land Surveyors
 335 Main Ave., P.O. Box 988
 Gaylord, MN 55334
 Tel. (887) 237-5212
 www.egrud.com

AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT

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1. Date 4-5-2024
2. Page 1

3. The undersigned parties to a Purchase Agreement, dated 11-6-2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 209 + 211 So 6th St. Henderson MN

6. hereby mutually agree to amend said Purchase Agreement as follows:
7. Parcel 4 in line 19 will be removed from this
8. Purchase Agreement and will not be included
9. in this transaction

10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

18. All other terms and conditions of the Purchase Agreement to remain the same.

19. **SELLER**
20. Church of St. Joseph
(Business Entity or Individual Name)
21. By: Jacques L. Lysine
(Seller)
22. Its: Pastor -
(Title)
23. 2-6-24
(Date)

BUYER
City of Henderson
(Business Entity or Individual Name)
- By: [Signature]
(Buyer)
- Its: Mayor
(Title)
2/05/24
(Date)

24. **SELLER**
25. _____
(Business Entity or Individual Name)
26. By: _____
(Seller)
27. Its: _____
(Title)
28. _____
(Date)

BUYER
[Signature]
(Business Entity or Individual Name)
By: _____
(Buyer)
Its: _____
(Title)

(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date 11-6-2023

2. BUYER(S) is/are: City of Henderson, (Check one.)

3. individual(s); OR a business entity organized under the laws of the State of _____.

4. SELLER(S) is/are: Parish of St. Joseph, (Check one.)

5. individual(s); OR a business entity organized under the laws of the State of _____.

6. Buyer's earnest money in the amount of \$ 500⁰⁰

7. Five hundred Dollars

8. (\$ _____) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date to be deposited in the trust account of: (Check one.)

10. listing broker; or

11. _____, (Trustee)

12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.

13. Said earnest money is part payment for the purchase of property at 209 So 6th St. &

14. 211 So 6th St located in the

15. City/Township of Henderson, County of Sibley,

16. State of Minnesota, Zip Code 56044, PID # (s) _____

17. _____

18. and legally described as follows (Survey to determine) See Attached

19. Certificate of Survey Parcel 2 + Parcel 4 & 7 E.A.S.

20. _____ (collectively the "Property")

21. together with the personal property as described in the attached Addendum to Commercial Purchase Agreement:

22. Personal Property, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

23. Thirty thousand dollars.

24. _____

25. (\$ 30,000) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

26. 1. CASH of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest

27. money; PLUS

28. 2. FINANCING of _____ percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any

29. financing as required by this Purchase Agreement.

30. Such financing shall be: (Check one.) a first mortgage; a contract for deed; or a first

31. mortgage with subordinate financing, as described in the attached Addendum to Commercial Purchase Agreement:

32. Conventional/SBA/Other Contract for Deed. (Check one.)

33. DUE DILIGENCE: This Purchase Agreement IS IS NOT subject to a due diligence contingency. (If answer is IS,

34. see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

35. CLOSING: The date of closing shall be TBD.



COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date 11-6-23

37. Property located at 211 + 209 So 6th St

38. DEED/MARKETABLE TITLE: Subject to performance by Buyer, Seller agrees to execute and deliver a: (Check one.)

39. [X] WARRANTY DEED [] LIMITED WARRANTY DEED [] CONTRACT FOR DEED

40. [] OTHER: _____ DEED conveying marketable title, subject to:

41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): _____

46. _____

47. TENANTS/LEASES: Property [] IS [X] IS NOT subject to rights of tenants (if answer is IS, see attached Addendum (Check one.)

48. to Commercial Purchase Agreement: Due Diligence).

49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease

50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within _____ days of Seller's written request. Said consent

52. shall not be unreasonably withheld.

53. REAL ESTATE TAXES: Real estate taxes due and payable in the year of closing shall be prorated between Seller and

54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.

55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall

56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. SPECIAL ASSESSMENTS:

58. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [] SELLER SHALL PAY (Check one.)

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and

60. payable in the year of closing.

61. [] BUYER SHALL ASSUME [] SELLER SHALL PAY ON DATE OF CLOSING all other special assessments (Check one.)

62. levied as of the Date of this Purchase Agreement.

63. [] BUYER SHALL ASSUME [] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as (Check one.)

64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's

65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments

66. or less, as allowed by Buyer's lender.)

67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of

68. which is not otherwise here provided.

69. As of the Date of this Purchase Agreement, Seller represents that Seller [] HAS [X] HAS NOT received a notice (Check one.)

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed

71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before

72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement

73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,

74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may

75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the

76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement

77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said

78. cancellation and directing all earnest money paid here to be refunded to Buyer.



COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date 11-6-23

80. Property located at 211 & 209 So 6th St

81. POSSESSION: Seller shall deliver possession of the Property: (Check one.)

82. [X] IMMEDIATELY AFTER CLOSING; or

83. [] OTHER: _____

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property by possession date.

86. PRORATIONS: All items customarily prorated and adjusted in connection with the closing of the sale of the Property here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. RISK OF LOSS: If there is any loss or damage to the Property between Date of this Purchase Agreement and the date of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

95. EXAMINATION OF TITLE: Seller shall, at its expense, within 30 days after Final Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy of title insurance from _____, including levied and pending special

(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed to have waived any title objections not made within the Objection Period provided for immediately above and any matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified here to be delivered pursuant to this Agreement.

103. TITLE CORRECTIONS AND REMEDIES: Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period, Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above, Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled closing date, whichever is later.

COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date 11-6-23

127. Property located at 211 + 209 So 6th St
128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice
137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and
138. to proceed to closing as provided in the immediately preceding sentence.
139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
142. earnest money paid here as liquidated damages.
143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
145. (6) months after such right of action arises.
146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
147. of Seller's knowledge.
148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to
150. closing, Seller will promptly notify Buyer of such proceeding.
151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
153. operation of the Property.
154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
156. structure on, or improvement to, the Property.
157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
160. received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions
161. against conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are
162. illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants from the
163. title by recording a statutory form in the office of the county recorder of any county where the property is located.
164. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
165. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
166. to purchase, rights of first refusal, or other similar rights affecting the Property.
167. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
168. of closing.
169. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
170. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of
171. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
172. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on
173. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
174. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
175. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
176. of Seller, and are enforceable in accordance with their terms.

MNC:PA-4 (8/22)

COMMERCIAL PURCHASE AGREEMENT

177. Page 5 Date 11-6-23

- 178. Property located at 211 + 209 So 6th St
- 179. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
- 180. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
- 181. breach of any of the above representations and warranties, whether such breach is discovered before or after the
- 182. date of closing.
- 183. See attached Addendum to Commercial Purchase Agreement: Due Diligence, if any, for additional representations
- 184. and warranties.

185. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants
 186. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is
 187. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
 188. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents
 189. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
 190. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation
 191. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer
 192. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
 193. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
 194. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
 195. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
 196. the date of closing.

197. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

198. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
 199. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
 200. ending at 11:59 P.M. on the last day.

201. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
 202. stated elsewhere by the parties in writing.

203. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means "calendar days." "Calendar
 204. days" include Saturdays, Sundays, and state and federal holidays.

205. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
 206. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller
 207. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

208. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
 209. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

210. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
 211. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
 212. performance, such action must be commenced within six (6) months after such right of action arises.

213. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
 214. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
 215. **DATE OF THIS PURCHASE AGREEMENT.**

216. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

217. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

218. Seller is not aware of any methamphetamine production that has occurred on the Property.

219. Seller is aware that methamphetamine production has occurred on the Property.

220. (See Disclosure Statement: Methamphetamine Production.)

221. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
 222. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
 223. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
 224. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.



COMMERCIAL PURCHASE AGREEMENT

225. Page 6 Date 11-6-23

226. Property located at 211 + 209 So 6th St

227. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

232. DISCLOSURE NOTICE: If this Purchase Agreement includes a structure used or intended to be used as residential property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a Disclosure Statement: Seller's Property Disclosure Statement or Disclosure Statement: Seller's Disclosure Alternatives form.

235. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

236. (Check appropriate boxes.)

237. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

238. CITY SEWER [X] YES [] NO / CITY WATER [X] YES [] NO

239. SUBSURFACE SEWAGE TREATMENT SYSTEM

240. SELLER [] DOES [X] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (Check one.)

241. THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)

243. PRIVATE WELL

244. SELLER [] DOES [X] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

246. To the best of Seller's knowledge, the Property [] IS [X] IS NOT in a Special Well Construction Area. (Check one.)

247. THIS PURCHASE AGREEMENT [] IS [X] IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (Check one.)

248. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)

250. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.

253. There [] IS [X] IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48. (Check one.)

254. (If answer is IS, see Commercial Disclosure Statement: Storage Tank(s).)

255. [Signature]

256. [Signature] (Licensee)

257. Ross Realty, Inc (Real Estate Company Name)

258. (Licensee)

259. (Real Estate Company Name)

AGENCY NOTICE

is [] Seller's Agent [] Buyer's Agent [X] Dual Agent. (Check one.)

is [] Seller's Agent [] Buyer's Agent [] Dual Agent. (Check one.)

COMMERCIAL PURCHASE AGREEMENT

260. Page 7 Date 11-6-23

261. Property located at 211 + 209 So 6th St

262. DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a
263. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
264. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
265. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
266. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
267. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
268. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
269. may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

270.
271. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
272. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
273. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
274. transaction without the consent of both parties. Both parties acknowledge that
275. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
276. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
277. be shared;
278. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
279. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
280. sale.
281. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
282. salespersons to act as dual agents in this transaction.

283. SELLER: Parish of St Joseph
(Business Entity or Individual Name)

BUYER: City of Henderson
(Business Entity or Individual Name)

284. By: Msgr. Eugene L. Lozinski
(Seller's Signature)

By: Keith Swanson
(Buyer's Signature)

285. Eugene L. Lozinski
(Seller's Printed Name)

Keith Swanson
(Buyer's Printed Name)

286. Its: Pastor
(Title)

Its: Mayor
(Title)

287. 11/13/23
(Date)

11-6-23
(Date)

288. SELLER:
(Business Entity or Individual Name)

BUYER:
(Business Entity or Individual Name)

289. By:
(Seller's Signature)

By:
(Buyer's Signature)

290.
(Seller's Printed Name)

(Buyer's Printed Name)

291. Its:
(Title)

Its:
(Title)

292.
(Date)

(Date)

COMMERCIAL PURCHASE AGREEMENT

293. Page 8 Date 11-6-23
50 6th St

294. Property located at 211 or 209

295. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and
296. assigns.

297. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
298. cash outlay at closing or reduce the proceeds from the sale.

299. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
300. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
301. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer
302. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

303. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
304. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
305. the closing and delivery of the deed.

306. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
307. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
308. identification numbers or Social Security numbers.

309. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
310. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
311. compliance, as the respective licensees representing or assisting either party will be unable to assure either
312. party whether the transaction is exempt from FIRPTA withholding requirements.

313. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens
314. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
315. sale of agricultural land and Buyer is a foreign person.

316. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,
317. _____, and in such event all earnest money shall be returned to Buyer.

318. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
319. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
320. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)
321. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
322. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
323. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller
324. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid
325. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with
326. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in
327. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to
328. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate
329. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written
330. consent.

331. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless
332. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,
333. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will
334. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash
335. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'
336. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and
337. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for
338. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the
339. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are
340. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and
341. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable
342. made by such party.



COMMERCIAL PURCHASE AGREEMENT

343. Page 9 Date 11-6-23

344. Property located at 211 + 209 So 6th St

345. FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE: To be binding, this Purchase Agreement and all addenda must be fully executed by both parties and a copy must be delivered.

347. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.

349. ENTIRE AGREEMENT: This Purchase Agreement and all addenda and amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

355. SURVIVAL: All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or contract for deed and be enforceable after the closing.

357. DATE OF THIS PURCHASE AGREEMENT: Date of this Purchase Agreement to be defined as the date on line one (1) of this Purchase Agreement.

359. OTHER:

360. _____

361. The following personal property to be included

362. in this sale is: 1. All pews and PA system in church

363. 2. All tables, chairs, and appliances in center

364. _____

365. _____

366. _____

367. _____

368. _____

369. _____

370. _____

371. _____

372. _____

373. _____

374. _____

375. _____

376. _____

377. _____

378. _____

COMMERCIAL PURCHASE AGREEMENT

379. Page 10 Date 11-6-23

380. Property located at 211 + 209 50 6th

381. ADDENDA: Attached addenda are a part of this Purchase Agreement.

382. [] If checked, this Purchase Agreement is subject to
383. attached Addendum to Commercial Purchase
384. Agreement: Counteroffer.

385. FIRPTA: Seller represents and warrants, under penalty
386. of perjury, that Seller [] IS [X] IS NOT a foreign person (i.e., a
(Check one.)

387. non-resident alien individual, foreign corporation, foreign
388. partnership, foreign trust, or foreign estate for purposes
389. of income taxation. (See lines 299-315.) This representation
390. and warranty shall survive the closing of the transaction
391. and the delivery of the deed.

392. SELLER
393. Parish of St Joseph
(Business Entity or Individual Name)

394. By: Msgr. Eugene J. Lyne
(Seller's Signature)

395. Eugene Lozinski
(Seller's Printed Name)

396. Its: Pastor
(Title)

397. 11/13/23
(Date)

BUYER
City of Henderson
(Business Entity or Individual Name)

By: Keith Swenson
(Buyer's Signature)

Keith Swenson
(Buyer's Printed Name)

Its: Msgr
(Title)

11-6-23
(Date)

398. SELLER
399.
(Business Entity or Individual Name)

400. By:
(Seller's Signature)

401.
(Seller's Printed Name)

402. Its:
(Title)

403.
(Date)

BUYER
(Business Entity or Individual Name)

By:
(Buyer's Signature)

(Buyer's Printed Name)

Its:
(Title)

(Date)

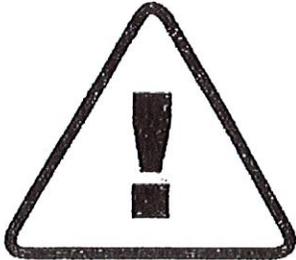
404. FINAL ACCEPTANCE DATE: 12-27-2023 The Final Acceptance Date
405. is the date on which the fully executed Purchase Agreement is delivered.

406. THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).
407. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

408. THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT
409. DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER
410. MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT
411. TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.
412. BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE
413. THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.



WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

(Signature)

(Date)

(Signature)

(Date)

Megan Dignall 11/13/23

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**ADDENDUM TO COMMERCIAL
PURCHASE AGREEMENT**

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1. Date 12-27-2023

2. Page 1

3. Addendum to Purchase Agreement between parties, dated 12-27-2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 209 + 211 So 6th St

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.

8. Buyer agrees to sign at closing the Declarations
9. of covenants, conditions, and restrictions associated with
10. the former St. Joseph's Church building as set forth
11. by the Diocese of New Ulm.

19. **SELLER** Church of St. Joseph
20. Mrs. Eugene A. Spivey
(Business Entity or Individual Name)

21. By: Eugene A. Spivey
(Seller)

22. Its: Pastor
(Title)

23. Dec. 27, 2023
(Date)

BUYER City of Henderson
(Business Entity or Individual Name)

By: [Signature]
(Buyer)

Its: Mayor
(Title)

12/27/23
(Date)

24. **SELLER**
25. _____
(Business Entity or Individual Name)

26. By: _____
(Seller)

27. Its: _____
(Title)

28. _____
(Date)

BUYER
25. _____
(Business Entity or Individual Name)

26. By: _____
(Buyer)

27. Its: _____
(Title)

28. _____
(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**ADDENDUM TO COMMERCIAL
PURCHASE AGREEMENT**

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1. Date 11-6-23
2. Page 1

3. Addendum to Purchase Agreement between parties, dated 11-6-23
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 211+209 So 6th St Henderson MN

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language in this Addendum shall govern.

7. This offer contingent upon approval by
8. the Henderson City Council
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____

19. **SELLER**

20. Parish of St Joseph
(Business Entity or Individual Name)

21. By: [Signature]
(Seller)

22. Its: Parochial Administrator
(Title)

23. 11/13/23
(Date)

BUYER

City of Henderson
(Business Entity or Individual Name)

By: [Signature]
(Buyer)

Its: [Signature]
(Title)

11-6-23
(Date)

24. **SELLER**

25. _____
(Business Entity or Individual Name)

26. By: _____
(Seller)

27. Its: _____
(Title)

28. _____
(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer)

Its: _____
(Title)

(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**AMENDMENT TO COMMERCIAL
PURCHASE AGREEMENT**

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1. Date 4-5-2024
2. Page 1

3. The undersigned parties to a Purchase Agreement, dated 11-6-2023
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 209 & 211 So 6th St. Henderson MN

6. hereby mutually agree to amend said Purchase Agreement as follows:
7. Parcel 4 in line 19 will be removed from this
8. Purchase Agreement and will not be included
9. in this transaction

10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

18. All other terms and conditions of the Purchase Agreement to remain the same.

19. **SELLER**
20. Church of St. Joseph
(Business Entity or Individual Name)
21. By: Jugene L. Lysnail
(Seller)
22. Its: Pastor -
(Title)
23. 2-6-24
(Date)

BUYER
City of Henderson
(Business Entity or Individual Name)
By: [Signature]
(Buyer)
- Its: Mayor
(Title)
2/05/24
(Date)

24. **SELLER**
25. _____
(Business Entity or Individual Name)
26. By: _____
(Seller)
27. Its: _____
(Title)
28. _____
(Date)

BUYER
[Signature]
(Business Entity or Individual Name)
By: _____
(Buyer)
Its: _____
(Title)

(Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (“**Declaration**”) is made as of _____ 2024 (the “**Effective Date**”) by and between The Church of St. Joseph of Henderson a religious non-profit corporation (“**Grantor**”), and the City of Henderson, a body politic and corporate (“**Grantee**”).

WHEREAS, pursuant to a Purchase agreement, Grantor agreed to convey to the Grantee, a parcel of real estate, which is more fully described on the attached Exhibit A (the “**Property**”) upon which a church structure is situated (the “**Church Building**”); and

WHEREAS, the terms of the purchase agreement provide that the Property being purchased shall be subject to certain covenants, conditions, and restrictions on the use of the Property; and

WHEREAS, the parties hereto have agreed to memorialize the foregoing agreements regarding the use of the Property according to the terms of this Declaration,

DECLARATION AND AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the purchase agreement and other good and valuable consideration, the Grantor and Grantee each agree as follows:

COVENANTS AND RESTRICTIONS

Grantee agrees and covenants that:

- (1) It will not use the name The Church of St. Joseph of Henderson (parish) or any derivative thereof in connection with any operations or activities of the Grantee or on the Property.
- (2) It will not, without the prior written authorization of the Bishop of Diocese of New Ulm, use, permit others to use or lease or otherwise transfer the use of the Property or any portion thereof to any person who uses or will use the Property or any portion thereof as a facility, place of business or other place in which:
 - (i) human abortion, sterilization, euthanasia or other acts which are contrary to the Ethical and Religious Directives for Catholic Health Care Services promulgated by the United States Conference of Catholic Bishops are performed, or promoted through public advocacy or for which counseling is given which promotes and/or encourages individuals to obtain such services;
 - (ii) pornographic or soft pornographic books, pictures, discs or other media or materials directed to an adult rather than a general audience or clientele are displayed, sold, rented or available for viewing;
 - (iii) massages or tattoos are provided;
 - (iv) a tavern, bar, night club, dance club or hall is operated, or in which is operated a restaurant in which alcoholic beverages are served; or
 - (v) live performances directed to an adult audience rather than the general public are operated or conducted.
- (3) It will not, without the prior written authorization of the Bishop of Diocese of New Ulm, use, permit others to use or lease or otherwise transfer the use of the Church Building or any portion thereof as a facility, place of business or other place in which:
 - (i) a congregation, society or other assemblage of persons meets for worship or other religious observances or religious activities, promoted or defined as Catholic or Roman Catholic, but not possessing the express ecclesiastical approval of the Roman Catholic Church;
 - (ii) a congregation, society or other assemblage of person meets for worship or other religious observances or religious activities of any kind or denomination; or
 - (iii) civil marriage ceremonies occur.

Grantee further agrees that these covenants will run with the land and be included as restrictions in any Deed of conveyance as binding on the grantee, its successors and assigns.

In the event of a failure by the Grantee or subsequent grantee to comply with any of these restrictions, the Grantor may pursue any and all remedies available at law or in equity including, but not limited to, an action for immediate injunctive relief.

COVENANTS TO RUN WITH THE LAND.

The Covenants, rights and restrictions contained in this Agreement shall run with the land described on Exhibit A and shall inure to the benefit of The Church of St. Joseph of Henderson, the New Ulm Diocese, City of Henderson, and their respective successors and assigns and be binding on upon such parties' successors and assigns as long as the St. Joseph Church building remains on the real property. Upon the removal of the church building from the real property, these covenants, conditions, and restrictions shall terminate.

IN WITNESS WHEREOF, the parties hereto have set their hands to this agreement this _____ day of _____, 2024.

City of Henderson
By: _____

The Church of St. Joseph of Henderson
By: _____

By: _____

By: _____

STATE OF MINNESOTA)
COUNTY OF _____)SS.

This instrument was acknowledged before me this _____ day of _____, 2024, by _____ and _____, the mayor and city clerk on behalf of the City of Henderson.

Notary Public

STATE OF MINNESOTA)
COUNTY OF _____)SS.

This instrument was acknowledged before me this ___ day of _____,
2024, by _____, the _____
of _____, on behalf of the corporation.

Notary Public

This Instrument Drafted By:
Jared M. Koch
Blethen Berens
100 Warren Street, Suite 400
Mankato, MN 56001
jkoch@blethenberens.com

EXHIBIT A
Legal Description

Lots 11, 12, 13, 14, 15, 16 and the North 15.00 feet of Lot 10, as measured at right angles to and parallel with the northwesterly line of said Lot 10, all being part of Block 73 of the original plat of the City of Henderson, Minnesota, said plat being of record and on file at the Sibley County Recorder's Office, Sibley County, Minnesota.

RESOLUTION 2024-07

A RESOLUTION APPROVING THE APPLICATION FOR THE LOCAL TRAILS CONNECTION PROGRAM

WHEREAS, the City of Henderson supports the grant application made to the Minnesota Department of Natural Resources for the Regional Trail Program, and,

WHEREAS, the City of Henderson recognizes its central location to several important regional and local trails, the application is to connect trailheads within the City of Henderson from the north via the Henderson Scenic Byway Regional Trail and the recently funded Hummingbird Trail, future trails connecting Rush River to the west, the Nye Center to the east, and the proposed City of Le Sueur/Highway 169 corridor trail project, and,

NOW, THEREFORE, BE IT RESOLVED, if the City of Henderson is awarded a grant by the Minnesota Department of Natural Resources, the City of Henderson agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Henderson will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict-of-Interest Policy contained in the Regional Trail Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Henderson names the fiscal agent for the City of Henderson for this project as:

Timothy Pautsch
City Clerk/Treasurer
City of Henderson
600 Main Street
Henderson, MN 56044
chenderson165@mchsi.com, (507)248-3234

BE IT FURTHER RESOLVED, the City of Henderson hereby assures the Henderson Gateway Trail Connections Project Trail will be maintained for a period of no less than 20 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HENDERSON THIS 21ST DAY OF FEBRUARY, 2024.

KEITH SWENSON - MAYOR

ATTEST:

TIMOTHY PAUTSCH - CITY CLERK

CLERKS

2024 PNP ELECTION - SAVE THE DATES

DISCLAIMER: SUBJECT TO CHANGE

LOCATIONS for Trainings, Meetings and Supplies: Sibley County Courthouse - Annex Basement

Local Election Officials Meeting (LEO)*

*City or township clerks that are new to the position since June of 2022

January ? (TBD) - 6:00pm to 9:00pm (light supper available at 5:30pm)

- **RSVP using SIGN UP GENIUS - link will be sent out at later date**

Before new municipal clerks can administer an election, they are required by M.S. 204B.25, subd. 4 and M.R. 8240.2700, subp. 1 to have obtained a Municipal Clerk Election Administration training certification as noted in M.S. 204B.25, subd. 4, M.R. 8240.0100, subp. 7, M.R. 8240.0200, subp. 2, M.R. 8240.1200, and M.R. 8240.2700.

*City, township, and school district clerks who serve as local election administrators must be trained and certified before administering elections. Initial certification is 5 hours, certification maintenance is 4 hours - good for election cycle (Jan 1 of even year through Dec 31 of odd year - due to the PNP, extended through May of even year). We combine LEO training and pre-LEO meeting work (recordings by Secretary of State's Office and review of Clerk Guides) to meet training requirements.

PNP Specific Training / Public Accuracy Testing (maximum of 6 precincts per session)

Session #1: Monday, February 5 - 6:00pm to 9:00pm

Session #2: Friday, February 9 - 9:00am to 12:00pm

Session #3: Monday, February 12 - 6:00pm to 9:00pm

NOTE: Required for judges who will (or may) serve at the PNP election on March 5th. It would be ideal for all judges from a precinct to attend together, however, if a judge cannot make it with the rest of the judges, they must come at a different time and will be assigned to work with a different precinct. **Clerks/Precincts must RSVP using SIGN UP GENIUS.**

Poll Pad Training (maximum of 28 attendees per session)

Session #1: Friday, February 16 - 9:00am to 12:00pm

Session #2: Monday, February 26 - 6:00pm to 9:00pm

Session #3: Thursday, February 29 - 9:00am to 12:00pm

NOTE: Required for anyone who may be working with the poll pad on Election Day - at least 2 judges per precinct PER POLL PAD and one back up user. *Head judges are also required to attend one session, even if they won't be working the poll pad.* Precincts do not need to come as a group. **Attendees must RSVP using SIGN UP GENIUS.**

EXTRA Poll Pad Training - self-guided practice session *

1 hour prior to each Public Accuracy Testing Session - *Basement

Saturday, March 2 - 9:15 am to 11:30 am - *Aud-Treas Office, 1st Flr Courthouse

NOTE: Judges may attend for extra hands-on, *self-guided* practice with Auditor-Treasurer staff present to answer questions. **This is in addition to actual Poll Pad Training.**

Election Equipment & Supplies ... Ready for pick up!*

Saturday, March 2 - 1:00pm - 3:00pm

Monday, March 4 - 8:00am - 5:00pm

*Aud-Treas Office - 1st Flr Courthouse

NOTE: Clerk/head judge must select pick up time slot using SIGN UP GENIUS.

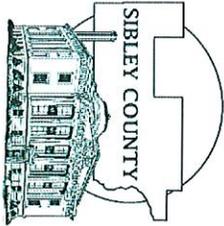
PRESIDENTIAL NOMINATION PRIMARY DAY Tuesday, March 5, 2024

County Canvassing Board Meeting of PNP Election*

Thursday, March 7 - 3:00pm

*Commissioner's Board Room - 2nd Flr Courthouse

NOTE: At the canvass of state PNP, the county canvassing board certifies election results in that county. Since there will be no city, township, or school offices or questions on the ballot, municipalities and schools do not need to canvass results.



**SIBLEY COUNTY ALONG
WITH MATHIOWETZ
CONSTRUCTION**

OPEN HOUSE

For the CP 1179 CSAH 6 Flood Improvement

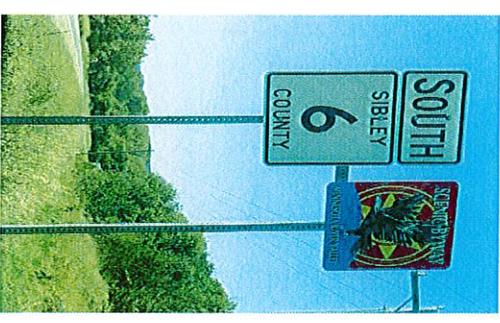
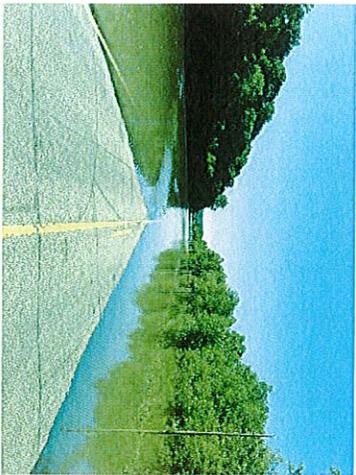
Please join us at

The Henderson City Hall

600 Main Street

Henderson, Minnesota

March 20 from 4:00 pm to 6:00 pm



The goal of the meeting is to inform the landowners of the upcoming construction and planned staging for reconstructing county road 6 from the City of Henderson to CSAH 5/6 intersection.

CITY OF HENDERSON

EMPLOYEE AND COUNCIL MEMBER CONFLICT OF INTEREST STATEMENT

Employees and Council Members shall abide by the Conflict of Interest Policy per Minnesota State Statutes as included and described in the attached documents. The policy outlines and provides information on business conduct of members and related authorization of business relationships. Violation of the Conflict of Interest policy and Minnesota State Statutes is a serious matter and may constitute cause for removal; or termination of any contractual relationship that the city may have with a Business Contract or other party and may be cause for dismissal from employment. The Mayor, Henderson City Council Members and employees shall sign the conflict of interest statement annually.

I agree to report to the Mayor and City Council and/or the City Administrator any possible conflicts of interest (other than those stated below) that may develop before completion of the next annual statement.

_____ I am not aware of any conflict of interest.

_____ I have a conflict of interest in the following area(s):

Signed: _____

Position: _____

Date: _____

2024 BANK RECONCILIATION REPORT/projected balance sheet

	January	February	March	April	May	June	July	August	September	October	November	December
Beg. Bal.	\$ 3,904,362.07											
Receipts	\$ 95,747.78											
Payments	\$ (583,960.05)											
hibcd	\$ -											
hib sweep												
fsb save	\$ 14,588.49											
JE/corrections	\$ (1,284.90)											
	\$ 125.33											
Ending Bal	\$ 3,429,578.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HTB check	\$ 5,000.42											\$ 5,000.42
cd	\$ 503,837.26											\$ 503,837.26
HTB sweep	\$ 113,059.02											\$ 154,086.98
FSB bank	\$ 10,006.05											\$ 19,488.62
FSB svngs	\$ 2,819,181.62											\$ 3,694,305.13
Bank Bal.	\$ 3,451,084.37											\$ 4,376,268.41
Out. Rec'ds	\$ (23,550.43)											\$ (471,906.82)
Dep in transit	\$ 1,601.31											\$ 0.48
JE ?	\$ 642.33											
JE ?	\$ (198.86)											
Recon. Bal.	\$ 3,429,578.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,904,362.07

Review of EOM including cancelled checks, void checks, check sequencing, payees, vendors, JE's, receipts, balances, bank statements, invoices, monthly bills, etc.

Council Members Amy HardeI and Randall Tieggs:

Date

Name/Initial

Jan	1284.90 (\$104.42 HT \$1180.48 MNDOT) in transit, \$125.33 amazon, 1601.31 in transit sweep, 642.33 Bauman, \$198.86 HTB interest JE??		
Feb			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

HENDERSON, MN
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FUN	FUND Descr	BAL SHT	BAL SHT Descr	Begin Mth	YTD Debit	YTD Credit	2024 YTD Bal
101 GENERAL FUND							
101	GENERAL FUND	10100	CASH	\$176,582.03	\$15,806.33	\$91,946.87	\$100,441.49
101 GENERAL FUND				\$176,582.03	\$15,806.33	\$91,946.87	\$100,441.49
205 COVIDCARESACT							
205	COVIDCARESACT	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
205 COVIDCARESACT				\$0.00	\$0.00	\$0.00	\$0.00
206 COVID-19							
206	COVID-19	10100	CASH	\$0.46	\$0.00	\$0.00	\$0.46
206 COVID-19				\$0.46	\$0.00	\$0.00	\$0.46
250 COMMUNITY DEVELOPMENT/EDA							
250	COMMUNITY DEV	10100	CASH	-\$8,013.44	\$575.76	\$0.00	-\$7,437.68
250 COMMUNITY DEVELOPMENT/EDA				-\$8,013.44	\$575.76	\$0.00	-\$7,437.68
290 LIBRARY FUND							
290	LIBRARY FUND	10100	CASH	\$27,041.31	\$20,023.50	\$5,346.17	\$41,718.64
290 LIBRARY FUND				\$27,041.31	\$20,023.50	\$5,346.17	\$41,718.64
301 DEBT SERVICE FUNDS PIR							
301	DEBT SERVICE FU	10100	CASH	-\$98,049.49	\$0.00	\$0.00	-\$98,049.49
301 DEBT SERVICE FUNDS PIR				-\$98,049.49	\$0.00	\$0.00	-\$98,049.49
303 2003 DEBT SERVICE							
303	2003 DEBT SERVI	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
303 2003 DEBT SERVICE				\$0.00	\$0.00	\$0.00	\$0.00
304 2005A GO BONDSREF370							
304	2005A GO BONDS	10100	CASH	\$0.36	\$0.00	\$0.00	\$0.36
304 2005A GO BONDSREF370				\$0.36	\$0.00	\$0.00	\$0.36
307 2011C TAX ABATEMENT							
307	2011C TAX ABATE	10100	CASH	\$21,326.25	\$0.00	\$39,556.25	-\$18,230.00
307	2011C TAX ABATE	10400	FSB SAVINGS	\$0.00	\$0.00	\$0.00	\$0.00
307 2011C TAX ABATEMENT				\$21,326.25	\$0.00	\$39,556.25	-\$18,230.00
308 2013A eq certificate							
308	2013A eq certificat	10100	CASH	\$10,080.73	\$0.00	\$0.00	\$10,080.73
308 2013A eq certificate				\$10,080.73	\$0.00	\$0.00	\$10,080.73
309 2014 Bond							
309	2014 Bond	10100	CASH	\$290.10	\$0.00	\$30,525.00	-\$30,234.90
309 2014 Bond				\$290.10	\$0.00	\$30,525.00	-\$30,234.90
310 1998 DEBT SERVICE							
310	1998 DEBT SERVI	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
310 1998 DEBT SERVICE				\$0.00	\$0.00	\$0.00	\$0.00
311 2018EQUIPMENT							
311	2018EQUIPMENT	10100	CASH	\$385.19	\$39,664.75	\$77,385.70	-\$37,335.76
311 2018EQUIPMENT				\$385.19	\$39,664.75	\$77,385.70	-\$37,335.76
312 2018TAXABATEMENT							
312	2018TAXABATEME	10100	CASH	\$25,574.61	\$28,863.75	\$55,807.55	-\$1,369.19
312 2018TAXABATEMENT				\$25,574.61	\$28,863.75	\$55,807.55	-\$1,369.19

HENDERSON, MN
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FUN	FUND Descr	BAL SHT	BAL SHT Descr	Begin Mth	YTD Debit	YTD Credit	2024 YTD Bal
313	2019A EQUIPMENT CERTS						
313	2019A EQUIPMEN	10100	CASH	\$708.58	\$0.00	\$0.00	\$708.58
313	2019A EQUIPMENT CERTS			\$708.58	\$0.00	\$0.00	\$708.58
314	2020A water Sewer						
314	2020A water Sewe	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
314	2020A water Sewer			\$0.00	\$0.00	\$0.00	\$0.00
315	2024TaxAbatement						
315	2024TaxAbatemen	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
315	2024TaxAbatement			\$0.00	\$0.00	\$0.00	\$0.00
316	2023A REVENUE						
316	2023A REVENUE	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
316	2023A REVENUE			\$0.00	\$0.00	\$0.00	\$0.00
375	2002 GEN OBLIGATION IMPR BOND						
375	2002 GEN OBLIGA	10100	CASH	\$247.25	\$0.00	\$0.00	\$247.25
375	2002 GEN OBLIGATION IMPR BOND			\$247.25	\$0.00	\$0.00	\$247.25
379	GO Tax Increment Bond 2007						
379	GO Tax Increment	10100	CASH	\$306.04	\$0.00	\$0.00	\$306.04
379	GO Tax Increment Bond 2007			\$306.04	\$0.00	\$0.00	\$306.04
403	BENDERPARKSHELTER						
403	BENDERPARKSHEL	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
403	BENDERPARKSHELTER			\$0.00	\$0.00	\$0.00	\$0.00
409	MN AND 6TH STREET						
409	MN AND 6TH STR	10100	CASH	\$0.68	\$0.00	\$0.00	\$0.68
409	MN AND 6TH STREET			\$0.68	\$0.00	\$0.00	\$0.68
410	2018 EQUIPMENT						
410	2018 EQUIPMENT	10100	CASH	-\$0.36	\$0.00	\$0.00	-\$0.36
410	2018 EQUIPMENT			-\$0.36	\$0.00	\$0.00	-\$0.36
411	INFILTRAATION, SANITARY, STORM						
411	INFILTRAATION, S	10100	CASH	\$97,556.44	\$0.00	\$0.00	\$97,556.44
411	INFILTRAATION, SANITARY, STORM			\$97,556.44	\$0.00	\$0.00	\$97,556.44
412	2017-2022 WATER DEBT						
412	2017-2022 WATER	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
412	2017-2022 WATER DEBT			\$0.00	\$0.00	\$0.00	\$0.00
413	TH 93 LEVEE						
413	TH 93 LEVEE	10100	CASH	\$2,608.56	\$3,155.17	\$1,180.48	\$4,583.25
413	TH 93 LEVEE			\$2,608.56	\$3,155.17	\$1,180.48	\$4,583.25
414	HEND TRAIL PLAN						
414	HEND TRAIL PLAN	10100	CASH	-\$15,917.50	\$0.00	\$0.00	-\$15,917.50
414	HEND TRAIL PLAN			-\$15,917.50	\$0.00	\$0.00	-\$15,917.50
415	2022-2024 water improvement						
415	2022-2024 water i	10100	CASH	-\$447,382.26	\$867,165.10	\$28,911.70	\$390,871.14
415	2022-2024 water i	10400	FSB SAVINGS	\$3,447,894.97	\$13,615.44	\$830,368.21	\$2,631,142.20
415	2022-2024 water i	10401	HTB Sweep	\$142,314.88	\$0.00	\$36,796.89	\$105,517.99

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FUN	FUND Descr	BAL SHT	BAL SHT Descr	Begin Mth	YTD Debit	YTD Credit	2024 YTD Bal
415	2022-2024 water i	10403	HTB 9 Month C	\$470,231.31	\$0.00	\$0.00	\$470,231.31
415	2022-2024 water improvement			\$3,613,058.90	\$880,780.54	\$896,076.80	\$3,597,762.64
416	2022-2024 street improvement						
416	2022-2024 street i	10100	CASH	-\$222,320.14	\$61,973.55	\$0.00	-\$160,346.59
416	2022-2024 street i	10400	FSB SAVINGS	\$246,410.16	\$973.05	\$59,343.79	\$188,039.42
416	2022-2024 street i	10401	HTB Sweep	\$10,170.79	\$0.00	\$2,629.76	\$7,541.03
416	2022-2024 street i	10403	HTB 9 Month C	\$33,605.95	\$0.00	\$0.00	\$33,605.95
416	2022-2024 street improvement			\$67,866.76	\$62,946.60	\$61,973.55	\$68,839.81
601	WATER UTILITY FUND						
601	WATER UTILITY F	10100	CASH	-\$153,514.30	\$16,147.07	\$92,736.75	-\$230,103.98
601	WATER UTILITY FUND			-\$153,514.30	\$16,147.07	\$92,736.75	-\$230,103.98
602	SEWER UTILITY FUND						
602	SEWER UTILITY F	10100	CASH	-\$771,073.88	\$17,670.53	\$230,440.73	-\$983,844.08
602	SEWER UTILITY FUND			-\$771,073.88	\$17,670.53	\$230,440.73	-\$983,844.08
604	PFABOND						
604	PFABOND	10100	CASH	\$886,534.76	\$21,747.90	\$0.00	\$908,282.66
604	PFABOND			\$886,534.76	\$21,747.90	\$0.00	\$908,282.66
605	ENVIRONMENTAL						
605	ENVIRONMENTAL	10100	CASH	\$20,762.03	\$1,970.17	\$0.00	\$22,732.20
605	ENVIRONMENTAL			\$20,762.03	\$1,970.17	\$0.00	\$22,732.20
875	HENDERSON AREA FIRE DISTRICT						
875	HENDERSON ARE	10100	CASH	\$6,462.30	\$0.00	\$0.00	\$6,462.30
875	HENDERSON AREA FIRE DISTRICT			\$6,462.30	\$0.00	\$0.00	\$6,462.30
903	GASB 34						
903	GASB 34	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
903	GASB 34			\$0.00	\$0.00	\$0.00	\$0.00
904	UNAMORTIZED DISCOUNT						
904	UNAMORTIZED DI	10100	CASH	\$0.00	\$0.00	\$0.00	\$0.00
904	UNAMORTIZED DI	10401	HTB Sweep	\$0.00	\$0.00	\$0.00	\$0.00
904	UNAMORTIZED DISCOUNT			\$0.00	\$0.00	\$0.00	\$0.00
				\$3,910,824.37	\$1,109,352.07	\$1,582,975.85	\$3,437,200.59

((BAL SHT] = '10400') or ((BAL SHT] = '10100') or ((BAL SHT] = '10401') or ((BAL SHT] = '10403') and ((FUND] < '700')

- 6462.30
 - 128.33
 - 1284.90

 3427 578.72

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*Check Summary Register©

10100 Unposted

	Name	Check Date	Check Amt
10100 FIRST STATE BANK			
Unposted	ABDO	2/21/2024	\$21,110.00
Unposted	BADGER METER INC.	2/21/2024	\$39.94
Unposted	DANIEL KOSKI	2/21/2024	\$51.56
Unposted	DANIEL R REIMAN	2/21/2024	\$839.97
Unposted	DELTA DENTAL	2/21/2024	\$115.26
Unposted	ERIC KARELS	2/21/2024	\$263.81
Unposted	FERGUSON WATERWORKS #25	2/21/2024	\$421.69
Unposted	GOPHER STATE ONE CALL	2/21/2024	\$83.75
Unposted	GREEN CARE	2/21/2024	\$2,054.70
Unposted	HAWKINS INC.	2/21/2024	\$3,207.63
Unposted	HENDERSON INDEPENDENT	2/21/2024	\$109.25
Unposted	HENDERSON LAWN CARE	2/21/2024	\$200.00
Unposted	HENDERSON POST OFFICE	2/21/2024	\$280.00
Unposted	JAMES BAUMANN	2/21/2024	\$591.31
Unposted	JENNIFER CUMMINS	2/21/2024	\$248.00
Unposted	METRONET	2/21/2024	\$585.97
Unposted	MICROSOFT OFFICE 365	2/21/2024	\$12.83
Unposted	MN Valley Electric	2/21/2024	\$1,042.02
Unposted	MRVSBA	2/21/2024	\$50.00
Unposted	NORTHWEST NATURAL GAS	2/21/2024	\$620.71
Unposted	PAUL KUECHLE	2/21/2024	\$100.00
Unposted	SEH	2/21/2024	\$12,833.70
Unposted	ST. CLOUD STATE UNIVERSITY	2/21/2024	\$475.00
Unposted	TIMOTHY PAUTSCH	2/21/2024	\$115.24
Unposted	TOSHIBA AMERICA BUSINESS S	2/21/2024	\$30.51
Unposted	UC LABORATORY	2/21/2024	\$1,040.65
Unposted	VERIZON WIRELESS	2/21/2024	\$209.97
Unposted	WAGARS GROCERY	2/21/2024	\$210.50
Unposted	WIESE HARDWARE STORE	2/21/2024	\$103.27
Unposted	WOLF MOTORS- SOUTH	2/21/2024	\$603.65
Unposted	XCEL ENERGY	2/21/2024	\$1,850.90
	Total Checks		\$49,501.79

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Payments

Current Period: FEBRUARY 2024

Payments Batch Feb2024CityBills		\$49,501.79	
Refer	1288 METRO FIBERNET LLC	-	
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3234 City Office	\$35.99
Invoice			
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3591 Police Office	\$37.58
Invoice			
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3235 City Office Line 2	\$30.07
Invoice			
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3814 Fax	\$30.09
Invoice			
Cash Payment	E 101-41000-321 TELEPHONE	(507) 214-0080 Elevator	\$27.29
Invoice			
Cash Payment	E 101-41000-325 WIFI	Fiber/WiFi/Internet	\$424.95
Invoice			
Transaction Date	2/20/2024	FIRST STATE BANK 10100	Total \$585.97
Refer	1294 BADGER METER INC.	-	
Cash Payment	E 601-49400-300 PROFESSIONAL SERV	Cellular LTE for Jan 2024	\$39.94
Invoice	80149039		
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$39.94
Refer	1296 HAWKINS INC.	-	
Cash Payment	E 601-49400-216 CHEMICAL & CH PROD	chemicals	\$30.00
Invoice	6689322		
Cash Payment	E 601-49400-570 CAPITAL-EQUIPMENT	Gas Detector	\$2,500.00
Invoice	6670266		
Cash Payment	E 601-49400-333 FREIGHT/SHIPPING	freight charge	\$77.63
Invoice	6670266		
Cash Payment	E 601-49400-570 CAPITAL-EQUIPMENT	chlorine switchover	\$600.00
Invoice	6676688		
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$3,207.63
Refer	1297 UC LABORATORY	-	
Cash Payment	E 602-49451-300 PROFESSIONAL SERV	water testing	\$1,040.65
Invoice	118846		
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$1,040.65
Refer	1298 HENDERSON INDEPENDENT	-	
Cash Payment	E 101-41110-351 LEGAL NOTICES/MINU	Ord 241 publication	\$109.25
Invoice			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$109.25
Refer	1299 MN VALLEY ELECTRIC	-	
Cash Payment	E 101-43160-390 STREET LIGHTING	Security Lights	\$96.00
Invoice			
Cash Payment	E 101-45213-381 ELECTRICITY	Bus Garage	\$54.10
Invoice			
Cash Payment	E 101-45221-381 ELECTRICITY	Sliding Hill	\$20.00
Invoice			
Cash Payment	E 602-49471-381 ELECTRICITY	29326 Henderson Station Rd	\$871.92
Invoice			

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Payments

Current Period: FEBRUARY 2024

Transaction Date	2/16/2024	FIRST STATE BANK 10100	Total	\$1,042.02
Refer	1306 <u>NORTHWEST NATURAL GAS</u>	-		
Cash Payment	E 101-41940-370 HEATING	City Hall		\$60.66
Invoice				
Cash Payment	E 101-43110-370 HEATING	City Shop		\$130.62
Invoice				
Cash Payment	E 601-49401-370 HEATING	Water Tower		\$52.80
Invoice				
Cash Payment	E 101-41941-370 HEATING	Meeting		\$376.63
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$620.71
Refer	1307 <u>MICROSOFT OFFICE 365</u>	-		
Cash Payment	E 101-41400-430 MISCELLANEOUS	Microsoft Office subscription		\$12.83
Invoice				
Transaction Date	2/16/2024	FIRST STATE BANK 10100	Total	\$12.83
Refer	1308 <u>VERIZON WIRELESS</u>	-		
Cash Payment	E 101-42100-320 COMMUNICATION/TEL	(507) 473-5991 PD1		\$41.24
Invoice				
Cash Payment	E 101-42100-320 COMMUNICATION/TEL	(507) 479-0603 PD2		\$41.24
Invoice				
Cash Payment	E 101-42100-320 COMMUNICATION/TEL	(952) 378-5697 Eric Karels		\$40.01
Invoice				
Cash Payment	E 101-43000-320 COMMUNICATION/TEL	(507) 415-3354 Bruce		\$41.24
Invoice				
Cash Payment	E 601-49400-320 COMMUNICATION/TEL	(507) 415-3364 James water 55%		\$25.43
Invoice				
Cash Payment	E 602-49450-320 COMMUNICATION/TEL	(507) 415-3364 James sewer 45%		\$20.81
Invoice				
Transaction Date	2/20/2024	FIRST STATE BANK 10100	Total	\$209.97
Refer	1309 <u>TOSHIBA</u>	-		
Cash Payment	E 101-41000-406 COPIER MAINTENANC	Monthly office copier maintenance charge		\$30.51
Invoice	6209102			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$30.51
Refer	1315 <u>DELTA DENTAL</u>	-		
Cash Payment	E 101-43000-130 PAID HEALTH INSURA	Public works dental		\$38.42
Invoice				
Cash Payment	E 101-41000-130 PAID HEALTH INSURA	city office dental		\$38.42
Invoice				
Cash Payment	E 101-42110-130 PAID HEALTH INSURA	police dental		\$38.42
Invoice				
Transaction Date	2/6/2024	FIRST STATE BANK 10100	Total	\$115.26
Refer	1316 <u>XCEL ENERGY</u>	-		
Cash Payment	E 101-43110-381 ELECTRICITY	200 Market St -- Garage		\$113.47
Invoice				
Cash Payment	E 101-42501-381 ELECTRICITY	south pumping station		\$28.83
Invoice				

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Payments

Current Period: FEBRUARY 2024

Cash Payment Invoice	E 601-49410-381	ELECTRICITY	well pump fort road		\$613.70
Cash Payment Invoice	E 601-49411-381	ELECTRICITY	pump house		\$299.92
Cash Payment Invoice	E 101-41940-381	ELECTRICITY	community hall		\$321.55
Cash Payment Invoice	E 101-45211-381	ELECTRICITY	Bender Park		\$39.48
Cash Payment Invoice	E 101-42502-381	ELECTRICITY	north pumping station		\$28.18
Cash Payment Invoice	E 601-49402-381	ELECTRICITY	booster station		\$319.13
Cash Payment Invoice	E 101-43144-381	ELECTRICITY	flag pole		\$5.52
Cash Payment Invoice	E 101-42503-381	ELECTRICITY	pump house		\$4.74
Cash Payment Invoice	E 101-43001-381	ELECTRICITY	124 N 2nd st		\$13.49
Cash Payment Invoice	E 101-49432-381	ELECTRICITY	Locust, Heat Tape		\$10.64
Cash Payment Invoice	E 101-43160-390	STREET LIGHTING	street lights	Project 0	\$52.25
Transaction Date	2/20/2024		FIRST STATE BANK 10100	Total	\$1,850.90
Refer	1317	ONE CALL CONCEPTS, INC			
Cash Payment Invoice	E 601-49400-311	GOPHER ONE CALL	Gopher State One Call		\$16.87
Cash Payment Invoice	E 602-49450-311	GOPHER ONE CALL	Gopher State One Call		\$16.88
Cash Payment Invoice	E 601-49400-315	CONTRACTUAL SERVI	2024 annual facility operator fee		\$25.00
Cash Payment Invoice	E 602-49450-315	CONTRACTUAL SERVI	2024 annual facility operator fee		\$25.00
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$83.75
Refer	1319	WAGARS GROCERY			
Cash Payment Invoice	E 101-42152-212	UNLEADED GASOLINE	Police fuel		\$210.50
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$210.50
Refer	1320	JENNIFER CUMMINS			
Cash Payment Invoice	E 101-42100-300	PROFESSIONAL SERV	8 hours for January 2024 NIBRS Entry		\$248.00
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$248.00
Refer	1322	WIESE HARDWARE STORE			
Cash Payment Invoice	E 101-43110-220	REPAIR & MAINTENAN	shop		\$41.51
Cash Payment Invoice	E 101-41940-220	REPAIR & MAINTENAN	buildings		\$37.78
Cash Payment Invoice	E 101-42100-220	REPAIR & MAINTENAN	police		\$23.98

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Payments

Current Period: FEBRUARY 2024

Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$103.27
Refer	1323 HENDERSON POST OFFICE	-		
Cash Payment	E 601-49400-322 POSTAGE	postcard stamps x 200		\$106.00
Invoice				
Cash Payment	E 602-49450-322 POSTAGE	postcard stamps x 200		\$106.00
Invoice				
Cash Payment	E 101-41400-322 POSTAGE	letter stamps x 100		\$68.00
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$280.00
Refer	1324 JAMES BAUMANN	-		
Cash Payment	E 101-42400-300 PROFESSIONAL SERV	Inspections ending 1/29/2024		\$591.31
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$591.31
Refer	1333 ABDO	-		
Cash Payment	E 101-41540-301 AUDITING AND APPRA	audit services		\$2,800.00
Invoice				
Cash Payment	E 250-41540-301 AUDITING AND APPRA	audit services		\$280.00
Invoice				
Cash Payment	E 301-41540-301 AUDITING AND APPRA	audit services		\$1,120.00
Invoice				
Cash Payment	E 601-41540-301 AUDITING AND APPRA	audit services		\$560.00
Invoice				
Cash Payment	E 601-47000-301 AUDITING AND APPRA	audit services		\$560.00
Invoice				
Cash Payment	E 602-41540-301 AUDITING AND APPRA	audit services		\$560.00
Invoice				
Cash Payment	E 604-00000-301 AUDITING AND APPRA	audit services		\$700.00
Invoice				
Cash Payment	E 605-00000-301 AUDITING AND APPRA	audit services		\$280.00
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$6,860.00
Refer	1351 THE MASTER S SERVANT	-		
Cash Payment	E 101-43153-400 REPAIRS & MAINTENA	left front wheel bearing		\$839.97
Invoice	24454			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$839.97
Refer	1352 PAUL KUECHLE	-		
Cash Payment	E 101-43000-171 DOT PHYSICAL	reimb for DOT physical		\$100.00
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$100.00
Refer	1354 WOLF MOTOR CO. INC.	-		
Cash Payment	E 101-42152-400 REPAIRS & MAINTENA	squad new spark plugs		\$603.65
Invoice	9051902/1			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$603.65
Refer	1357 ERIC KARELS	-		
Cash Payment	E 101-42152-220 REPAIR & MAINTENAN	reimbursement squad car wash x 3		\$33.00
Invoice				

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Payments

Current Period: FEBRUARY 2024

Cash Payment	E 101-42100-240	SMALL TOOLS & EQUI	reimb. Microphone		\$32.05
Invoice					
Cash Payment	E 101-42100-240	SMALL TOOLS & EQUI	reimb. microchip scanner		\$38.46
Invoice					
Cash Payment	E 101-42100-240	SMALL TOOLS & EQUI	reimb. Trail camera		\$160.30
Invoice					
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$263.81
Refer	1358	DANIEL KOSKI	-		
Cash Payment	E 101-42152-220	REPAIR & MAINTENAN	reimb. squad car wash x 3 and cleaning supplies		\$51.56
Invoice					
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$51.56
Refer	1359	ST. CLOUD STATE UNIVERSITY	-		
Cash Payment	E 101-41000-440	CONFERENCES & EDU	2024 MCFOA Conference		\$475.00
Invoice	MCFOA2178859				
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$475.00
Refer	1365	MRVSBA	-		
Cash Payment	E 101-41000-433	DUES AND SUBSCRIP	2024 MN River Valley Scenic Byway Membership		\$50.00
Invoice					
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$50.00
Refer	1366	FERGUSON WATERWORKS #2518	-		
Cash Payment	E 601-49400-220	REPAIR & MAINTENAN	valve key		\$421.69
Invoice	0523239				
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$421.69
Refer	1367	TIMOTHY PAUTSCH	-		
Cash Payment	E 101-41000-330	TRANSPORTATION	Ehler's Conf. Mileage 70 miles @ \$0.67/mile		\$46.90
Invoice	2024-02				
Cash Payment	E 101-41000-330	TRANSPORTATION	MCMA seminar mileage 102 miles @ \$0.67/mile		\$68.34
Invoice	2024-02				
Transaction Date	2/21/2024		FIRST STATE BANK 10100	Total	\$115.24
Refer	1368	ABDO	-		
Cash Payment	E 101-41540-301	AUDITING AND APPRA	audit services		\$6,000.00
Invoice					
Cash Payment	E 250-41540-301	AUDITING AND APPRA	audit services		\$1,000.00
Invoice					
Cash Payment	E 301-41540-301	AUDITING AND APPRA	audit services		\$2,500.00
Invoice					
Cash Payment	E 601-41540-301	AUDITING AND APPRA	audit services		\$1,000.00
Invoice					
Cash Payment	E 601-47000-301	AUDITING AND APPRA	audit services		\$1,000.00
Invoice					
Cash Payment	E 602-41540-301	AUDITING AND APPRA	audit services		\$1,000.00
Invoice					
Cash Payment	E 604-00000-301	AUDITING AND APPRA	audit services		\$1,250.00
Invoice					
Cash Payment	E 605-00000-301	AUDITING AND APPRA	audit services		\$500.00
Invoice					

Payments

Current Period: FEBRUARY 2024

Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$14,250.00
Refer	1369 GREEN CARE	-		
Cash Payment	E 101-45213-300 PROFESSIONAL SERV	2024 hilltop weed control		\$2,054.70
Invoice				
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$2,054.70
Refer	729 HENDERSON LAWN CARE	-		
Cash Payment	E 101-41940-319 CLEANING/CHARGES	Community Building Cleaning x 4		\$200.00
Invoice	CC1001			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$200.00
Refer	1393 SEH	-		
Cash Payment	E 415-49406-303 ENGINEERING	2024 Street & Utility Proj Engineering		\$12,833.70
Invoice	461972			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$12,833.70

Fund Summary

	10100 FIRST STATE BANK	
101 GENERAL FUND		\$17,148.72
250 COMMUNITY DEVELOPMENT/EDA		\$1,280.00
301 DEBT SERVICE FUNDS PIR		\$3,620.00
415 2022-2024 water improvement		\$12,833.70
601 WATER UTILITY FUND		\$8,248.11
602 SEWER UTILITY FUND		\$3,641.26
604 PFABOND		\$1,950.00
605 ENVIRONMENTAL		\$780.00
		<u>\$49,501.79</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$49,501.79
Total	<u>\$49,501.79</u>

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***Check Summary Register©**

10100 Unposted

	Name	Check Date	Check Amt
10100	FIRST STATE BANK		
Unposted	CHRISTIAN, KEOGH, MORAN & K	2/21/2024	\$1,926.00
Unposted	CITY OF LE SUEUR	2/21/2024	\$6,383.70
Unposted	EVOLUTION MEDIA & DESIGN, L	2/21/2024	\$1,620.00
Unposted	HENDERSON LAWN CARE	2/21/2024	\$200.00
Unposted	JOHNNY ON THE SPOT	2/21/2024	\$124.00
Unposted	MORRIS ELECTRONICS	2/21/2024	\$287.50
Unposted	WEX BANK	2/21/2024	\$530.70
	Total Checks		\$11,071.90

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Payments

Current Period: FEBRUARY 2024

Payments Batch 012424PAY2023AP		\$11,071.90	
Refer	1321 <u>JOHNNY ON THE SPOT</u>	-	
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	Portable toilet rental, AP	\$124.00
Invoice			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$124.00
Refer	1325 <u>WEX BANK</u>	-	
Cash Payment	E 101-42152-212 UNLEADED GASOLINE	police fuel	\$228.55
Invoice			
Cash Payment	E 101-43153-212 UNLEADED GASOLINE	1-ton fuel	\$52.48
Invoice			
Cash Payment	E 101-43101-212 UNLEADED GASOLINE	loader fuel	\$37.97
Invoice			
Cash Payment	E 601-49400-212 UNLEADED GASOLINE	water fuel	\$49.83
Invoice			
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	2023 PD fuel, AP	\$161.87
Invoice			
Transaction Date	2/14/2024	FIRST STATE BANK 10100	Total \$530.70
Refer	1350 <u>HENDERSON LAWN CARE</u>	-	
Cash Payment	E 101-41940-319 CLEANING/CHARGES	Jan 2024 hall cleaning charges	\$100.00
Invoice 912CC			
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	Dec 2023 hall cleaning charges	\$100.00
Invoice 912CC			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$200.00
Refer	679 <u>CHRISTIAN KEOGH, MORAN & KIN</u>	-	
Cash Payment	E 101-41610-304 LEGAL	civil	\$810.00
Invoice			
Cash Payment	E 101-41600-304 LEGAL	criminal	\$810.00
Invoice			
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	civil/criminal AP	\$306.00
Invoice			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$1,926.00
Refer	1290 <u>MORRIS ELECTRONICS</u>	-	
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	computer support, AP	\$187.50
Invoice 6227			
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	computer support, AP	\$100.00
Invoice 5971			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$287.50
Refer	445 <u>CITY OF LE SUEUR</u>	-	
Cash Payment	G 602-20200 ACCOUNTS PAYABLE	December 2023 Wastewater Treatment	\$6,383.70
Invoice			
Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total \$6,383.70
Refer	1370 <u>EVOLUTION MEDIA & DESIGN, LLC</u>	-	
Cash Payment	G 101-20200 ACCOUNTS PAYABLE	AP, 2023 website, facebook administration	\$720.00
Invoice 17819			
Cash Payment	G 250-20200 ACCOUNTS PAYABLE	AP, 2023 web hosting	\$900.00
Invoice 17819			

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Payments

Current Period: FEBRUARY 2024

Transaction Date	2/21/2024	FIRST STATE BANK 10100	Total	\$1,620.00
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Fund Summary

	10100 FIRST STATE BANK	
101 GENERAL FUND		\$3,738.37
250 COMMUNITY DEVELOPMENT/EDA		\$900.00
601 WATER UTILITY FUND		\$49.83
602 SEWER UTILITY FUND		\$6,383.70
		<hr/>
		\$11,071.90

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$11,071.90
Total	<hr/>
	\$11,071.90



Sibley County Assessor
Property Assessing & Zoning Department
400 Court Ave; PO Box 532
Gaylord, MN 55334
Phone: (507) 237-4078
TDD: (507) 237-4330
assessor1@sibleycounty.gov

"Sibley County: Providing quality public service in a cost effective manner through innovation, leadership and cooperation"

January 17, 2024

City of Henderson
Lon Berberich
PO Box 433
Henderson, MN 56044

Dear Lon Berberich,

The Sibley County Assessor's Office has scheduled the Local Board of Appeal and Equalization meetings. The date and time of the meeting set for your jurisdiction is:

Wednesday, April 24, 2024 at 6:00 p.m.
Henderson Community Building 600 Main Street, Henderson

Enclosed, please find a notice for you to post for your residents – you are required to post & publish the meeting notice at least 10 days before the day of the meeting.

Posting typically occurs in the town hall, while publishing typically occurs in the local newspaper for the jurisdiction or county.

Please keep in mind that if you do not have a quorum **and** a certified trained voting member at your Local Board of Appeal & Equalization meeting, your power to oversee these meetings will be transferred to the County.

Please note: In an attempt to save postage costs, the 2024 valuation notices which include the date, time, and location of the Local Board of Appeal and Equalization meetings, will be mailed in the same envelope as the 2024 tax statements.

If you have any questions, please feel free to contact our office at 507-237-4078 or e-mail assessor1@sibleycounty.gov

Sincerely,

Sibley County Assessor's Office

Henderson City Council Meetings February 21, 2024

Thursday, February 29, 2024	Payroll	TBA
Friday, March 1, 2024	Utility Meeting	TBA
Friday, March 15, 2024	Payroll	TBA
Wednesday, March 20, 2024	CR6 Flood Improvement Open House-City Hall	4:00 PM
Wednesday, March 20, 2024	Bills, Budget, Finance	6:30 PM
Wednesday, March 20, 2024	Regular City Council Meeting	7:00 PM
Friday, March 29, 2024	Payroll	TBA

Posting pursuant to Minn Stat. 475.705 subd. 1 of the Open Meeting Law.

Timothy Pautsch
City Clerk