

AGENDA  
HENDERSON CITY COUNCIL  
JUNE 21, 2023  
**TIME 7:00 P.M.**

TARGET TIME  
**7:00 P.M.**

- I. Call to Order
- II. Minutes, June 21, 2023
- III. Requests to Appear Before the Council, Ordinances
  - A. Henderson Lions Club-gambling license resolution
  - B. Dan Reiman
  - C. Dave Markham
  - D. City Attorney and Ordinances 238 and 239
- IV. Reports
  - A. Police Chief-monthly-
  - B. Assistant Administrator-tree grant, sewer policy
  - C. City Administrator-Activity Report-Sales Tax; Flood Control, Water Projects, Refuse
  - D. City Council
- IV. Financial
  - A. Cash balance-5/31/2023; cash flow
  - B. Bills
- V. Old Business
- VII. New Business
- VIII. Information Items
  - A. Revised Meeting Schedule
- V. Adjourn

8:00 P.M.

**MINUTES, HENDERSON CITY COUNCIL WEDNESDAY, MAY 17, 2023**

Meeting called to order at 7:00 P.M. by Mayor Keith Swenson; present were Council Members Amy Hardel, Randy Tiegs, and Steve Sellner. Also present Police Chief Eric Karels, City Attorney Jason Moran, Brooke Wentzloff, Connie Rau, Republic Services Representatives Matt Herman and Debora Gatz, Beth Cornish, and City Administrator Lon Berberich.

Motion Tiegs, seconded Sellner to approve minutes of the April 19, 2023, meeting. Motion carried.

Motion Tiegs, seconded Sellner to approve 1 TO 4 Day Temporary On-Sale Liquor Licenses for the Henderson Lions and Sauerkraut Days Organizations for June 23-25, the Henderson Lions Club bingo application for June 24, Sauerkraut Days parade route, and waive any fees for these applications. Motion carried.

Representatives from Republic Services reviewed terms for a potential new agreement and discussed how the recycling market is evolving and changing. After city council input, new rate structures will be developed and submitted at an upcoming meeting. Motion Sellner, seconded Tiegs to approve agreement terms. Motion carried.

City Attorney Moran presented proposed amendments to the Henderson City Code related to Regulating Motor Vehicles in the Corporate Limits of the City of Henderson. Councilmember Tiegs introduced the ordinance (238) for the first reading. The second reading and consideration for passage will be held at the June 21<sup>st</sup>, 2023 meeting.

City Attorney Moran presented proposed amendments to the Henderson City Code related to Regulating Public Nuisances Affecting Peace and Safety. Councilmember Hardel introduced the ordinance (239) for the first reading. The second reading and consideration for passage will be held at the June 21<sup>st</sup>, 2023 meeting.

City Attorney Moran updated City Council on current city litigation regarding nuisance properties.

City Attorney Moran submitted his resignation effective June 30, 2023. City Council to commence résumé review or solicit RFP's as necessary.

Mayor Keith Swenson presented Resolution Number 2023-05, A Resolution by City Council to Declare a Period of Local Emergency beginning May 11, 2023 and continuing until flood waters recede enough to open Highways 19 and 93. Motion Sellner, seconded Hardel. Motion carried.

Police Chief Karels provided a written monthly report. Chief Karels detailed changes in work schedules for both Karels and Officer Schneider. Karels reported that the squad will need new tires in the coming months.

Assistant Administrator Pautsch reported on bids for the 2005 Chevy Impala. Motion Tiegs, seconded Sellner to approve \$1,505 bid. Motion carried.

Assistant Administrator Pautsch presented the Local Board of Appeal and Equalization Meeting Policies and Procedures update for the City of Henderson. Motion Tiegs, seconded Hardel to approve of new policy and procedures. Motion carried.

City Administrator reported on Activity Report, sales tax legislation update, flood control and water projects. Army Corps of Engineers in Henderson for a non-graded inspection of levee system on May 18, 2023.

Motion Tiegs, seconded Hardel to allow Police Officer Jake Schneider to continue working part-time and authorize him to be a contributing member of police PERA. Motion carried.

Motion Hardel, seconded Sellner to appoint Assistant Administrator Timothy Pautsch as the City of Henderson Clerk/Treasurer effective May 1, 2023. Motion carried.

Motion Swenson, seconded Hardel to approve personnel recommendations and report. Motion carried.

Motion Sellner, seconded Hardel to approve April 30, 2023 cash balances. Motion carried.

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

SIBLEY COUNTY RECORDER	\$56.00	EMPIRE PIPE SERVICE	\$2,240.00
ANDERSON & SKUBITZ	\$350.00	ERIC KARELS	\$311.79
BELLE PLAINE BLOCK & TILE, INC	\$34.20	FONDIE ENTERPRISES, INC.	\$500.00
BROOKE WENTZLAFF	\$2,471.85	GERARD ALOISIO	\$645.00
BRUCE GUSTOFSON	\$94.78	HAWKINS INC.	\$30.00
C. BOEHNE CONSTRUCTION	\$6,412.50	HENDERSON AREA FIRE DISTRICT	\$22,771.98
CHRISTIAN, KEOGH, MORAN & KING	\$1,570.00	HENDERSON INDEPENDENT	\$377.00
CITY OF LE SUEUR	\$8,840.37	HENDERSON LAWN CARE	\$3,780.00
CONSTRUCTION AND TREE SERVICE	\$5,475.00	I & S GROUP, INC.	\$758.06
DC BRAUN CO	\$3,525.00	JAMES BAUMANN	\$1,788.73
DELTA DENTAL	\$141.00	JOHNNY ON THE SPOT	\$93.00
DON SIEBERG	\$225.00	KAREN ZIMNY	\$487.08

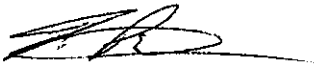
KOHL'S SWEEPING SERVICE, INC.	\$5,180.00	SEH	\$11,070.28
LARRY NOVOTNY	\$230.00	SPRING TOUCH	\$6,231.28
MENARDS-MANKATO	\$701.40	STEVE FRIES	\$174.31
METRONET	\$607.22	SUFUDU	\$1,400.00
MICROSOFT OFFICE 365	\$12.83	DANIEL R REIMAN	\$107.26
MIKE SPELLMAN	\$300.00	TOSHIBA AMERICA BUSINESS SOLUT	\$30.61
MISS PRINT LLC	\$225.00	TRUE VALUE	\$104.84
MN Valley Electric	\$1,087.01	UC LABORATORY	\$716.10
MORRIS ELECTRONICS	\$250.00	VERIZON WIRELESS	\$122.23
NORTHWEST NATURAL GAS	\$167.00	WAGARS RED OWL	\$822.00
GOPHER STATE ONE CALL	\$13.50	WILLIAM DENO	\$510.72
POMPS TIRE SERVICE INC	\$648.00	WM MUELLER AND SONS	\$308.00
QUILL CORPORATION	\$29.99	XCEL ENERGY	\$3,944.60
RACO MANUFACTURING	\$825.00	HENDERSON POST OFFICE	\$255.00
		HOMETOWN INSURANCE	\$100.00

Councilmember Tiegs requested an update on signage and crosswalk paint on Highway 19 and other areas. Further discussion among councilmembers regarding MNDOT responsibility and possible future actions.

Workshop for 2023-2024 Water/Street/Access Project set for May 31, 2023 at 6:30 P.M., Henderson Community Building

Motion Swenson, seconded Tiegs to approve monthly meeting schedule. Motion carried.

Mayor Swenson adjourned the meeting at 8:15 P.M.



Timothy Pautsch

City Clerk

**LG214 Premises Permit Application**

**Annual Fee \$150 (NON-REFUNDABLE)**

**REQUIRED ATTACHMENTS TO LG214**

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

**Mail the application and required attachments to:**

Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?** Call 651-539-1900 and ask for Licensing.

**ORGANIZATION INFORMATION**

Organization Name: Henderson Lions Club License Number: 02647

Chief Executive Officer (CEO) Wendy Beck Daytime Phone: 612-805-1135

Gambling Manager: Brooke Wentzlaff Daytime Phone: 320-282-0815

**GAMBLING PREMISES INFORMATION**

Current name of site where gambling will be conducted: Henderson Wine + Spirits

List any previous names for this location:

n/a

Street address where premises is located: 503 Main St. Henderson, MN  
(Do not use a P.O. box number or mailing address.)

City: <u>Henderson</u>	<b>OR</b> Township:	County: <u>Sibley</u>	Zip Code: <u>56044</u>
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Does your organization own the building where the gambling will be conducted?

Yes  No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**

Bank Name: First State Bank Bank Account Number: 6002269

Bank Street Address: 239 Main St City: Henderson State: MN Zip Code: 56044

**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>125 N 8th St</u>	<u>Henderson</u>	<u>MN</u>	<u>56044</u>
		<u>MN</u>	
		<u>MN</u>	

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

<p><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 10px 0;"> <p><b>Local unit of government must sign.</b></p> </div>	<p><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p><b>Complete below only if required by the county.</b> On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
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**ACKNOWLEDGMENT AND OATH**

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
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\_\_\_\_\_ 08 JUNE 2023  
**Signature of Chief Executive Officer (designee may not sign)** Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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Resolution 2023-06

APPROVING MINNESOTA PREMISES PERMIT FOR LAWFUL GAMBLING FOR HENDERSON LIONS CLUB,  
LOCATED AT HENDERSON WINE & SPIRITS, 503 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 LG214 located at Henderson Wine & Spirits, 503 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 the local gambling located at Henderson Wine & Spirits, 503 Main Street Henderson, MN. 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 this 21<sup>st</sup> day of June, 2023.

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Keith Swenson, Mayor

ATTEST:

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Timothy Pautsch, City Clerk

CITY OF HENDERSON

COUNTY OF SIBLEY

ORDINANCE NO.: 238

**AN ORDINANCE AMENDING ORDINANCE §306.07 - REGULATING MOTOR VEHICLES IN THE CORPORATE LIMITS OF THE CITY OF HENDERSON**

**Whereas**, the City Council for the City of Henderson, Sibley County, Minnesota, has the authority to regulate motor vehicles in its corporate limits; and

**Whereas**, the City Council for the City of Henderson met this day at a duly noticed and published public hearing and discussed this proposed ordinance. This proposed Amended Ordinance Amends City Ordinance §306.07.

**NOW THEREFORE**, the City Council for the City of Henderson hereby Ordains as follows:

1. That §306.07 shall read as follows:

**§306.07 MOTOR VEHICLES.**

1. No motor vehicle or trailer vehicle shall be parked in other than the designated parking spaces, or in such a manner as to obstruct the avenue of ingress or egress to the areas, except for the purpose of unloading equipment.
2. Motor vehicles may be operated only upon the native roads and parking areas, and may be parked only in such designated areas. They may not be driven on roads that are posted, chained, graded, or where such motor vehicles are prohibited.
3. Motor vehicles shall not be operated in excess of ten mph in an alley or 30 mph on a city street, nor in a negligent, reckless, or careless manner.
4. Motor vehicles must be parked on a gravel, asphalt, or concrete surface. Motor vehicles shall not be parked on the grass, lawn, or dirt area of any residential property, except, during duly declared snow emergencies.
5. Motor vehicles must be operable and in good working order when parked at, or stored at, or on, a residential property in the City.
6. Disused motor vehicles, junked vehicles, inoperable vehicles cannot be stored in the open on residential property in the City's Limits.

7. All motor vehicles parked or stored at or on a property in the City must have current registration.
8. Any violation of this ordinance shall be deemed a misdemeanor offense punishable by up to a fine of up to \$1,000 and/or incarceration of up to ninety (90) days in jail, or a combination thereof.
9. This Amended Ordinance shall be effective upon publication.

Dated this 21<sup>st</sup> day of June, 2023.

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Keith Swenson, Mayor

ATTEST:

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Lon Berberich, City Administrator



CITY OF HENDERSON

COUNTY OF SIBLEY

ORDINANCE NO.: 239

**AN ORDINANCE AMENDING ORDINANCE §801.04 - REGULATING PUBLIC NUISANCES AFFECTING PEACE AND SAFETY**

**Whereas**, the City Council for the City of Henderson, Sibley County, Minnesota, has the authority to regulate public nuisance properties in its corporate limits; and

**Whereas**, the City Council for the City of Henderson met this day at a duly noticed and published public hearing and discussed this proposed ordinance. This proposed Amended Ordinance Amends City Ordinance §801.04.

**NOW THEREFORE**, the City Council for the City of Henderson hereby Ordains as follows:

1. That §801.04 shall read as follows:
- 2.

**§ 801.04 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.**

The following are declared to be nuisances affecting peace and safety:

(A) All snow and ice not removed from public sidewalks 24 hours after the snow or other precipitation causing the condition has ceased to fall;

(B) All trees, hedges, billboards or other obstructions which prevent persons from having a clear view of all traffic approaching an intersection;

(C) All wires and limbs of trees which are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles. All trees or branches of trees which are hazard trees or hazard branches as they would pose a threat to adjacent persons or property if not removed. All trees which, due to rot or dilapidation, need to be removed;

(D) All unnecessary noises and annoying vibrations;

(E) Obstructions and excavations affecting the ordinary use by the public of streets, alleys, sidewalks or public grounds, except under such conditions as are permitted by this code of other applicable law;

(F) Radio aerials or television antennas erected or maintained in a dangerous matter;

(G) Any use of property abutting on a public street or sidewalk which causes large crowds of people to gather, obstructing traffic and the free uses of the streets or sidewalks;

(H) All hanging signs, awnings and other similar structures of streets and sidewalks, or so situated as to endanger public safety, or not constructed and maintained as provided by ordinance;

(I) The allowing of rain water, ice or snow to fall from any building or structure upon any street or sidewalk to flow across any sidewalk;

(J) Any barbed wire fence less than six feet above the ground and within three feet of a public sidewalk or way;

(K) All dangerous, unguarded machinery in any public place, so situated or operated on private property as to attract the public;

(L) Waste water cast upon or permitted to flow upon streets or other public property;

(M) Accumulations in the open of discarded or disused machinery, household appliances, automobile bodies or other material, in a manner conducive to the harboring of rats, mice, snakes or vermin, or the fire, health or safety hazards from such accumulations or from the fire, health or safety hazards from such accumulations or from the rank growth of vegetation among the items so accumulated;

(N) Accumulations in the open of junk, disused property, tin, limber, wire, garbage, containers, bins, brush, branches, tires, rims, parts of motor vehicles, motor vehicles in violation of any provision of the City's Code, building materials where no active construction under permit is occurring and which have been stored on the property in excessive of 30 days, disused furniture, disused appliances, or any other items in the open which detract from the property's appearance or value;

(O) Any well, hole or similar excavation which is left uncovered or in such other condition as to constitute a hazard to any child coming on the premises where it is located;

(P) Obstructions to the free flow of water in a natural waterway or a public street drain, gutter or ditch with trash and other materials;

(Q) The placing or throwing on any street, sidewalk or other public property of any glass, tacks, nails, bottles or other substances which may injure some person or animal or damage pneumatic tire when passing over such substance;

(R) The depositing of garbage or refuse on a public right-of-way or an adjacent private property;

(S) All other conditions or things are likely to cause injury to the person or property on anyone;

(T) Any violation of this ordinance shall be deemed a misdemeanor offense punishable by up to a fine of up to \$1,000 and/or incarceration of up to ninety (90) days in jail, or a combination thereof.

(U) This Amended Ordinance shall be effective upon publication.

Dated this 21<sup>st</sup> day of June, 2023.

\_\_\_\_\_  
Keith Swenson, Mayor

ATTEST:

\_\_\_\_\_  
Lon Berberich, City Administrator

# **INFORMATIONAL MEMORANDUM**

**TO:** Mayor Swenson, Councilmembers Hardel, Sellner, Thomas, and Tiegs

**FROM:** Timothy Pautsch, City Clerk

**DATE:** June 21, 2023

**SUBJECT:** City of Henderson Sewer Credits, 2<sup>nd</sup> Meters, and Leak Protection Insurance

## **Background & History**

I am writing to provide an overview of current utility practices and to address important considerations for the City of Henderson's future. Unlike the City of Henderson, most cities in the surrounding area do not offer sewer credits. Instead, they require separate meters for all outside watering needs to avoid charging customers for sewer usage. For those who do not wish to have a second meter – no sewer credits are given. Typically, implementing sewer credits in a fair and equitable manner requires a significant allocation of staff time.

Currently, city staff adjusts sewer charges for customers who notify the city of outside watering or pool filling. This process takes several hours every month during utility bill calculation, and it relies on the customer accurately reflecting their usage. At present, city staff lacks the means to verify this usage, and customers often rely on city staff to determine their usage if they are unaware of how much water was used, but still request and expect an adjustment.

To provide this service for all utility accounts, in the fairest manner, city staff would need to take alternative actions. First, standards would need to be established to efficiently, accurately, and fairly account for average usage across each account. Additionally, city staff would perform a calculation to compare expected usage with actual usage and then compare to average usage. This is likely to be inaccurate in most cases and will require at least 5 minutes for each account or more than 3 days of staff time each month to accomplish.

It is crucial to note that city staff should not focus solely on high water usage, as even those with low water usage may engage in outside watering or pool filling and they should also receive sewer credits given current practices. Customers with lower usage may be significantly impacted by higher water bills and may not be aware that sewer credits are available. The application of these changes could lead to a 10% to 20% monthly reduction in city utility revenue if city staff implements a comprehensive, but fair accounting of all utility accounts while adjusting for outside watering. Given these factors, I suggest a few points for your consideration.

## **Suggested Actions**

### **Update Contact Information:**

For the City of Henderson, it is advisable to issue a letter to all utility customers requesting them to update their contact information. This initiative ensures accurate communication channels and facilitates

efficient service delivery. Accurate contact details enable effective communication about any changes, updates, or issues related to utility services or city news. It is important to emphasize the need for customers to keep their information up to date to receive timely notifications. Offering an opt-in email notification service for utility customer communications would be a cost-effective way to deliver important messages to our utility customers.

### **Second Meters for Outside Watering or Pool Filling:**

To address the concern of customers being charged for sewer usage during outside watering or pool filling, the City of Henderson should consider requesting the installation of second meters for these specific purposes. By implementing second meters, customers will only be billed for water consumed, without incurring additional sewer charges. This approach aligns with the practices of many other cities in our area, ensuring fairness in utility billing for outdoor water consumption. The city's current practice of providing sewer credits typically excludes customers who do not contact the city offices or use less water but should still be eligible for credits each month. Currently, there is no mechanism in place for city staff to accurately apply credits to all users. Importantly, customers who do not wish to have a second meter installed have no obligation to do so. However, they should no longer receive sewer credits outside of obvious meter or technological errors if this action is implemented.

### **Leak Protection Insurance Coverage:**

A related consideration for the City of Henderson is to request customers to obtain leak protection insurance coverage. The ServLine Leak Protection Program, in association with the MN Rural Water Association, provides financial protection to utilities for losses from customer water leaks. The program also educates homeowners about their water loss responsibilities and gives the City of Henderson an opportunity to provide help for families to manage a large, unexpected expense. There are several benefits to the City including recapture of lost revenue and bad debt associated with water leaks, reduction, and simplification of staff workload, zero cost to the City, and an increase in customer satisfaction. There are also benefits to the customer including financial protection from excess water bills, affordable rates with no deductible, simple processing of claims, and peace of mind if a leak occurs.

### **Alternative Actions**

1. The city can choose to continue to operate as usual, giving sewer credits to those who self-report and investigate water leaks as necessary.
2. Secondarily, the city can actively begin to direct customers to city ordinance regarding customer-side water leaks, complaints, and meter testing.
3. Alternatively, the city can apply sewer credits to every account based on a rolling average for every meter. For example, if meter A shows 10,000 usage, and typically has an average of 5,000 usage over non outside watering months, a credit could be applied based on a derived formula to account for possible outside watering. This will be fairer than self-reporting but will also likely result in dramatic reductions in city utility revenue because credits are given to most utility users and actual usage still remains unknown.

## **Recommendations for Council Action**

**A.** Issue a letter to all utility customers, requesting them to update their mailing addresses, email addresses, and phone numbers. This letter will also explain policy changes, if any, regarding second meters and/or leak protection insurance.

**B.** Implement a new policy requesting the use of second meters for all outside watering purposes beginning July 1, 2023. A standard price should be set for the second meter, subject to potential changes with council action. Customers will be responsible for the cost of the meter and its installation. From a customer perspective, the break-even point for the current meter cost of \$377, and the minimum monthly sewer charge savings of \$72, would be approximately six months. The minimum water bill for a second meter is \$5.31 a month with zero usage. There are currently 7 accounts that utilize a second meter for outside watering out of 450 active billing accounts. This policy should exclude all sewer credits going forward even if a customer chooses not to have a second meter installed.

**C.** Request that all utility customers obtain leak protection insurance through ServLine to safeguard them from financial burdens associated with leaks while also protecting a valuable source of city revenue. ServLine would manage all adjustments and customer service details and city staff would no longer assist with in-home leak detection or account adjustment. Customers could opt out, but they are responsible for all charges when a leak is present on the customer's side of the line. The cost to the customer varies depending on service level but will likely be less than \$30 per year.

## **Conclusion**

As we move forward, it is crucial to thoroughly evaluate the financial implications and operational challenges associated with any changes to our utility services. However, city staff are currently granting sewer credits in a non-standardized manner that likely overlooks many Henderson residents but also requires significant staff time to complete. Alongside the practice of offering sewer credits, city staff are increasingly needed to perform leak inspections in areas that are not the city's responsibility. Self-reporting in each case places the burden on city staff, and ultimately councilmembers, to determine eligibility for any credit and this often leads to irregular application. The above recommendations will dramatically improve efficiency, fairness, and overall experience for all City of Henderson utility customers.

Hi Tim,

I have returned from my off-site meetings and wanted to get back to you as soon as possible. My responses can be found next to your questions below. Please let me know if you have any additional questions on any of my responses.

Thank you,  
Dennis

I have a few questions before we set up a time to speak about the program in general.

1. When you say "service line protection" what does that include beyond what is listed in this sample proposal? **We offer 2 programs that can work together or separately. Your inquiry was on the water leak protection program. Our core product is a mass education product that offers homeowners the opportunity to opt in to protection for their portion of the water and/or sewer lateral. This is the portion that is not the responsibility of the city or utility and is typically not covered by homeowners insurance. So for example, a customer with our external water line coverage would have their repair addressed by the National League of Cities Service Line Program, and their leak adjustment addressed by ServLine. I'd be delighted to discuss the specifics of the NLC Service Line Program as well as the ServLine program – when you feel the time is right. There is no cost to the city or utility for the NLC Service Line Program.**
2. Does the City or Customer select reimbursement limits? **Coverage limit is set by the city and is usually based on historical data.**
3. We bill monthly, are ServLine charges paid monthly? If we have for example 400 participating customers with water & sewer leak protection, does the city collect ( $400 * \$2.05 = \$820 + \text{tax}$ ) and send to ServLine every month? **Yes, if you bill monthly the ServLine premium would appear on the bill monthly, and that would then be remitted to us. There is no tax, but as a utility you can add an "administrative fee" to the total paid by water customers. Many of our partners will add 25-50 cents to cover the minimal time spent for this process. Also, and you didn't ask about this, ServLine will incur the cost of any changes necessary to add the line item to utility bills.**
4. The number of participating customers will fluctuate -- how will the city know who is participating versus who is not? Do we send you a monthly list of those accounts that should be eligible? **The city would set up a billing code for the ServLine premium. At the end of each month the city would run a report (we can help with how to do this) and that report will reflect the total number of enrollments. The report is emailed to ServLine and our billing specialist will issue an invoice to the city with the amount due based on the customer number reported.**
5. What is the city's responsibility to ServLine when it comes to starting/stopping/changing service accounts? **The city would do the normal customer billing task. If it is a new customer that qualifies for the ServLine Program, the city will automatically enroll the customer when they sign up for new water and sewer service. There will also be a ServLine brochure we provide for you to give to the customer. If it is a change or a cancellation of service, this will all be reflected on their next monthly reporting sent to our billing specialist, as mentioned above. The easiest way to think about it is the city will bill customers for the previous months water usage, but will be billing for ServLine current. So, when you remove or change the accounts, this will be reflected on the next monthly report. If customers call us to cancel we will notify you so they can be removed. There is a 97% participation rate so this is likely not something that will occur frequently.**
6. If a customer typically has a \$100 monthly bill and then incurs a greater than \$200 charge, what is the process they go through with ServLine to seek adjustment? What if anything does the city need to do? **When customers have a leak they call us. If they call you they should be redirected to us. If the leak is from a qualifying occurrence (meets the parameters of the leak adjustment policy) we will ask for proof the leak has been fixed. We will then confirm the average bill with the city. Once that has been confirmed the customer will pay their average bill and ServLine will pay the overage (up to the coverage limit) to the city.**

7. Given the terms listed we would need to exclude businesses, correct? We also have some customers that have 2nd meters for outside watering, these should always be excluded. **We can offer commercial if you'd like, however, most of our partners choose to provide this for residential customers. It helps to simplify things and commercial customers typically get a break on bulk water rates, etc. ServLine does not provide coverage for secondary systems and this is communicated to customers.**

**Our promise to our partner is to work with you for a smooth and seamless integration into the ServLine program. We provide guidance, support, information, and communications every step of the way. This ensures everyone at the city is supported and understands how everything works. Same for your customers.**

Thank you for your time,

Timothy Pautsch  
City Clerk  
City of Henderson



Current and Follow-up Activities Status as of *June 21, 2023*

Levee & Disasters-Non graded Inspection May 18, 2023-waiting for report

Blacktop incl. crack sealing/sealcoat/repairs/patches-most done-tie others to water project and Boehne

Compost pick-up and site: cleaned up & Tim and Bruce updating

2024 snow removal-decide in the fall

Allanson's/trails: improvements-waiting on funding approvals, sales tax details update

Community Building/Grounds-updating bathrooms and handicapped access-Tim looking at insurance grant

Boat landing area maintenance for 2023-same-Tim working with Bruce

2024 audit/budget/financial:August-December, FMP

Checklists which will follow through to CIP-pending-August- December

Update on info south levee/93/6-Sibely County 6-bid 93 December; pending, trail grant

Hilltop baseball and facility use-final plats signed, deeds next.

2023/24 project-water, James on infiltration

Local Sales Tax Cities,

I wanted to provide an update for you on the status of local sales taxes included in the omnibus tax bill, especially in light of general law changes which were not included. All local sales tax requests that were included in the senate bill were also included in that same form in the final tax bill. The bill passed both the House and Senate, the Governor has indicated that he will sign it, and it was presented to him [yesterday](#).

After the bill is signed the remaining steps for completing your local sales tax request can be found at the [LMC website here](#). The next step after legislative authorization is to adopt a resolution accepting the new law if you so choose.

The senate had included several general law clarifications around the local sales tax process which were not included in the final bill. That included a clarification that voter approval of a new or modified tax is subject to voter approval at an election held on the first Tuesday after the [first Monday in November](#), which would clearly allow jurisdictions to hold their referendum the following November after the legislature authorizes their request. As it is, the current law specifies only that the election be held at a general election which raises confusion about whether the referendum must be held in conjunction with a city's election or at any November election.

Also not included was a change that would have provided that a political subdivision is not required to list each project separately for approval on the ballot but still list the projects proposed to be funded with the tax, the amount for each project, and the estimated length of time the tax will be in effect. So unless otherwise allowed in the authorizing language for any city's local sales tax, projects must still be stated as separate questions on the ballot.

The final tax bill also included a two year moratorium on local sales tax requests coming before the legislature, however the language clearly exempts local sales tax requests and modifications authorized in the bill so that language should not impact any of your requests. There's also a task force being organized that will report recommendations to the legislature on how the process should work moving forward, but that report is not due until January and should not impact any of your requests.

Hopefully this background is helpful. If you have any questions please don't hesitate to reach out to LMC staff .

Thank you,

Nathan Jesson, Alex Hassel and Gary Carlson  
League of Minnesota Cities

## MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into as of the 1st day of August, 202318 (the "Effective Date"), by and between the City of Henderson, Minnesota ("**City**"), and Allied Waste Services of North America, LLC, a Delaware corporation, dba Republic Services of the Twin Cities - Eden Prairie~~Jordan~~, qualified to do and actually doing business in the State of Minnesota ("**Company**").

### RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types a set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection, disposal, and recycling of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

#### Location Types

<u>XX</u>	Residential Units	<u>N/A</u>	Large Commercial Units
<u>N/A</u>	Small Commercial Units	<u>N/A</u>	Industrial - Permanent Units
<u>XX</u>	Municipal Facilities	<u>N/A</u>	Industrial - Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish **all** equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing **all** of its available services

to the residents and Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. The following Exhibits are attached this Agreement. They are an integral part of the Agreement and are incorporated herein.

**Exhibit A** General Specifications for Services

**Exhibit B** Pricing

6. Term. This Agreement begins on the Effective Date (~~August 1, 2023~~) and expires five (5) years thereafter (~~July 31, 2028~~), but shall automatically renew for successive five (5) year periods (the "**Term**") unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement. Either party, however, may provide written notice to the other that it would like to renegotiate the Agreement's rates for Services, as adjusted pursuant to Section 7.2 of this Agreement, provided such notice is given not more than ninety (90) and not less than sixty (60) days prior to ~~October 1, 2020~~ July 31, 2028. If such a request is given by one party to the other, the parties shall negotiate together in good faith for the purpose of expeditiously and equitably revising the Agreement's rates for Services on a prospective basis. In no event, however, shall a party request a reduction in the rates for Services below the rates set out in Exhibit B. ~~By way of example, if the \$8.64 rate specified on Exhibit B for a 32-gallon Container (effective August 1, 2020) has increased to \$9.00 as a result of a Section 7.2 Recycling Adjustment, a party may request that this rate be reduced below \$9.00 but may not request that it be reduced below \$8.64.~~

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on ~~Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.~~ The rates include a Monthly Collection Charge, for trash and recycling services as set forth on Exhibit B, plus a Recycling Processing Charge for Recyclable Materials (as defined in Exhibit A). The "Recycling Processing Charge" is derived by subtracting Republic's Processing Rate (as defined in Exhibit A) and Residual Costs (as defined in Exhibit A) from its Commodity Sales (as defined in Exhibit A), which are also set forth on Exhibit B.  
~~Monthly Collection Charge + Recycling Processing Charge (Commodity Sales — Processing Rate — Residual Costs)~~

~~7.2 — Annual Recycling Adjustment.~~ In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Republic shall evaluate, and adjust if needed, the Recycling Processing Charge based on any changes in Commodity Sales, Processing Rates and/or Residual Costs. The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Republic's Recycling Processing Charge, both parties agree to implement a mid-year adjustment to the Recycling Processing Charge. In the event of any Recycling Adjustment, the City shall have sole discretion to make a lump sum payment to Republic (or receive a lump sum credit) or to pass the Recycling Adjustment through to the rate.

7.32 Cost Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, or federal laws, including rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

7.43 Disposal Costs. If any Recyclable Material commodity collected by Company hereunder becomes unmarketable or is not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal costs to Company and shall eliminate that commodity from the Recyclable Materials program and this Agreement. Company does not guarantee the existence of a market or a commodity buyer at any time for any Recyclable Material.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Customer Directly. Company shall invoice each individual Customer, with the exception of Customers in a Multi-Family Dwelling, for all Services rendered to such Customer under this Agreement and the Customer shall pay Company's invoices. Company shall invoice the property manager for Customers in a Multi-Family Dwelling for Services rendered to such Customers under this Agreement, and the property manager shall be responsible for paying Company's invoices on behalf of such Customers. Company's invoices shall be sent for Services rendered to Customers under this Agreement on a monthly basis and shall be due twenty (20) days after the date of the invoice.

8.2 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt of Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.4 Audits.

8.4.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company.

8.4.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations,

Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined — Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage Combined — Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
----------------------------------------------------------	--------------------------------------------------------------

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k)



Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Henderson, Minnesota

Allied Waste Services of North America, LLC

INSERT SIGNATURE BLOCK

**EXHIBIT A**

**GENERAL SPECIFICATIONS FOR SERVICES**

1. WASTE MATERIAL/SERVICE TYPES. The following Waste Material/Service Types shall be considered in scope during the Term of this Agreement:

<u>XX</u>	Solid Waste	<u>N/A</u>	Yard Waste
<u>XX</u>	Recyclable Material	<u>XX</u>	Bulky Waste
<u>N/A</u>	Construction Debris		

2. DEFINITIONS

2.1 Bags — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Bin — Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

2.3 Bulky Waste — Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste shall not include any Excluded Waste.

2.4 Bundle — Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight. A Bundle shall not include any Excluded Waste.

2.5 Commercial and Industrial Refuse — All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Commercial or Industrial Unit.

2.6 Commercial or Industrial Unit — All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

2.7 Commodity Sales - The average amount the Company receives per 12-month period on the sale of Recyclable Materials processed at the facility receiving the City's Recyclable Material.

2.8 Construction Debris — Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Small Commercial Unit, Municipal Facility or Large Commercial or Industrial Unit.

2.9 Container — Means a Bin, a Container for Garbage & Rubbish Collection, or a Container for Recycling.

2.10 Container for Garbage & Rubbish Collection — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage & Rubbish and is constructed of plastic, metal or fiberglass, having handles of adequate strength for

lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

2.11 Container for Recycling — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

2.12 Customer — An operator or occupant of a Residential Unit, or a Municipal Facility who generates Garbage, Rubbish, or Recyclable Materials.

2.13 Disposal Site — A Waste Material depository designated by Company, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.14 Excluded Waste — Excluded Waste is all Bulky Waste (except as otherwise provided in this Agreement), Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Yard Waste, and Special Waste.

2.15 Garbage — Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

2.16 Hazardous Waste — A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

2.17 Industrial Permanent Unit — A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

2.18 Industrial Temporary Unit — A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20, 30 or 40-yard roll-off container). The collection time period is limited to a specific event or a short-term project.

2.19 Institutional Solid Waste — Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.20 Large Dead Animals — Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.21 Multi-Family — The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

2.22 Multi-Family Dwelling — Means a Multi-Family dwelling having four or more residential dwelling units.

2.23 Municipal Facilities — Means only those specific municipal locations as set forth on Exhibit B of this Agreement.

2.24 Offal Waste — Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.25 Processing Rate - The current rate the Company charges to process Recyclable Materials.

2.26 Recycling — The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

2.27 Recyclable Materials — The following items are classified as Recyclable Materials under this Agreement, provided they are clean, empty, dry, and unsoiled:

- (a) Glass — Unbroken glass containers, bottles/jars.
- (b) Metal Cans — Aluminum, tin/steel containers.
- (c) Paper — Office and school paper, mail, magazines and catalogs, newspapers and inserts, phone books, and old corrugated cardboard.
- (d) Plastic — PETE & HDPE containers (milk jugs & soft drink containers). Refuse-derived

fuel or other material that is destroyed by incineration is not a recyclable material.

2.28 Residential Unit — A dwelling within the corporate limits of the City occupied by a person or group of persons comprising one or more families, including a Multi-Family Dwelling. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

2.29 Residual Cost - The average amount it costs the Company per 12-month period to transport and dispose of the non-recyclable, residual material pulled out of the collected stream of Recyclable Materials received at the Company's processing facility.

2.30 Rubbish — All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other Waste Materials not included in the definition of Excluded Waste.

2.31 Small Commercial Unit — A small commercial business whose Garbage and Rubbish is placed in not more than three (3) thirty-two (32) gallon containers per collection day, including but

not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City

2.32 Small Dead Animals — Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.33 Solid Waste — Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.34 Special Waste — Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment.

2.35 Waste Material — All nonhazardous Solid Waste (including Garbage, Rubbish, and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

2.36 Vegetable Waste — Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.37 Yard Waste — Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks, and similar materials that are too large or bulky to fit in a Container for Garbage & Rubbish Collection.

### 3. COLLECTION OPERATIONS - GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the

City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide Waste Material collection service for Residential Units at least once per week, with the exception of Recyclable Material collection which shall be at least every other week.

3.5 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.7 Disposal. All Waste Material, other than Recyclable Material, collected within the City under this Agreement shall be deposited at any Disposal Site, selected by the Company, properly authorized by the State.

3.8 Delivery. All Recyclable Material collected for delivery and sale by the Company shall be hauled to a processing facility selected by the Company. The charge for processing shall be included in the rates set forth in Exhibit B.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.11 Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Contractor. To the extent any load or any type of Recyclable Material is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the City and the City shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade. The City shall also be responsible for paying any other additional fees, taxes, costs, or penalties Contractor is charged by a recycling transporter or processor associated in any way with underweight materials, light/insufficient loads, moisture, equipment rental costs, demurrage, processing issues, or any other charges incurred by Republic associated with the management of Recyclable Materials. If market conditions develop that limit or inhibit Republic from selling some or all of the Recyclable Materials, Contractor may (i) increase Recycling collection and/or processing fees, (ii) suspend or discontinue any or all Recycling services or, at the City's option, dispose of the Recyclable Materials in a landfill and update the City's rates accordingly.

**EXHIBIT B**

**PRICING**

**Waste Material Collection Service (other than Recyclable Materials)- Weekly:** (Prices do not include Solid Waste Management Tax)

Container Size	August 1, 2023 - July 31, 2024	August 1, 2024 - July 31, 2025	August 1, 2025 - July 31, 2026	August 1, 2026 - July 31, 2027	August 1, 2027 - July 31, 2028
32 Gallon	\$14.17	\$14.88	\$15.62	\$16.40	\$17.22
64 Gallon	\$16.15	\$16.96	\$17.81	\$18.70	\$19.63
96 Gallon	\$18.11	\$19.02	\$19.97	\$20.96	\$22.01

**Single Sort Recyclable Materials Collection and Processing Service--Every Other Week Service:**

Container Size	August 1, 2018 -July 31, 2019	August 1, 2019 -July 31, 2020	August 1, 2020 -July 31, 2021	August 1, 2021 -July 31, 2022	August 1, 2022 -July 31, 2023
Any Size	\$6.10	\$6.41	\$6.73	\$7.06	\$7.41

**Recycling-Processing Rate**

August 2018 through July 31, 2019: \$.60

Annual Recycling Adjustment: The Recycling-Processing Charge will be evaluated annually for possible adjustment as more particularly address in Section 7.2 of the Agreement.

**Bulk Pick Up Rates:**

Bulky waste up to 3.5 Yards: \$6591

Appliances: \$5878

Mattress or Box Spring: \$4575

**City Government Trash and Recycling Services are provided free of charge and include:** (Prices do not include Solid Waste Management Tax)

Name	Address	Qty	Trash	Qty	Recy	Qty	Trash/Recy
HENDERSON -BENDER PARK	200 N 3RD ST	1	96G	1	96G		
HENDERSON- POST OFFICE	500 MAIN ST	1	96G	1	96G		
HENDERSON- CITY GARAGE	200 MARKET ST	7	96G	1	96G	1	2YD Trash
HENDERSON- FIRE HOUSE	360 MARKET ST	1	96G	1	96G		
HENDERSON- FIRE HALL	400 MARKET ST	1	68G	1	96G		
HENDERSON- CITY OFFICES	600 MAIN ST	1	96G	1	96G		
HENDERSON- WATER PLANT	4TH ST	1	96G	1	96G		
HENDERSON- ALLANSONS	500 SOUTH ST	1	96G	1	96G		
HENDERSON- LIBRARY	110 S 6TH ST	1	96G	1	96G		
City of Henderson	200 N 3RD ST	1	96G/68G	1	96G		
City of Henderson-Sauerkraut Event	200 N 3rd St	20	96G	26	96G	2	20YD Trash

\*Both parties may request service level changes based on waste volumes; not to be unreasonably denied. \*Both parties may request government site location changes; not to be unreasonably denied.





Building a Better World  
for All of Us®

# MEMORANDUM

TO: Mayor and City Council  
Lon Berberich, City Administrator  
Tim Pautsch, Assistant City Administrator

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

DATE: June 21, 2023

RE: Street and Utility Project Update

See below for updates on the proposed 2023/2024 Street and Utility Improvement Project

## PROJECT UPDATE

Topographic survey is significantly complete and we are continuing to work on the first set of draft Drawings. We intend to drop off a couple sets of drawings at city hall early next week and would request a meeting to review them soon after (July 6<sup>th</sup>?). The review meeting should include public works as the main intent will be to confirm proposed sanitary sewer and water main work and a council member if it works. This will be an opportunity to provide more detailed design information and questions.

A date should be determined for a neighborhood meeting. The week of July 17<sup>th</sup> would work best as Drawings will be far enough along. We will want to mail notices out to residents in the neighborhood at least 2 weeks prior to the meeting. City hall would probably work best for the meeting location.

After we complete the draft drawings as noted above, a private utility meeting will also be scheduled. The purpose of this meeting is to make private utilities aware of the project and potential relocations or adjustments needed. This is likely the week of July 10<sup>th</sup> and will be virtual (online).

We are working under the following schedule:

- |                                                    |                                                        |
|----------------------------------------------------|--------------------------------------------------------|
| • 30% Drawings                                     | June 26 <sup>th</sup> , 2023                           |
| • Neighborhood meeting                             | Week of July 10 <sup>th</sup> or July 17 <sup>th</sup> |
| • Private Utility Meeting (Online Virtual Meeting) | Week of July 10 <sup>th</sup>                          |
| • 75% Drawings                                     | July 17 <sup>th</sup> , 2023                           |
| • Present Final Drawings and Order Project to Bid  | August 2 <sup>nd</sup> , 2023 (Special Meeting)        |
| • Advertise Project                                | August 10 <sup>th</sup> , 2023                         |
| • Open Bids                                        | August 31 <sup>st</sup> , 2023                         |
| • Award Project                                    | September 5 <sup>th</sup> , 2023 (Special Meeting)     |
| • Start Construction                               | September 2023 to Winter Shutdown                      |
| • End Construction                                 | July 2024                                              |

cdk

x:\fj\h\hende\171842\1-gen\14-corr\council updates\062123 cc project update.docx

Engineers | Architects | Planners | Scientists

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

507.388.1989 | 877.316.7636 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

CITY OF HENDERSON - REMOVALS						CU-A	
ALIGNMENT	FROM STATION	FROM OFFSET	TO STATION	TO OFFSET	REMOVE HENDERSON WATERMAIN		NOTES
					LINE FT.	LINE FT.	
CITY OF HENDERSON							
TH93	133+48	195' LT	197+94	8' RT		480	
TH93	194+75	11' RT	198+17	8' RT		342	
TH93	198+17	8' RT	198+35	8' RT	18		
CITY OF HENDERSON TOTALS					18	822	

CITY OF HENDERSON - WATERMAIN								CU-B		
ALIGNMENT	FROM STATION	FROM OFFSET	TO STATION	TO OFFSET	CONNECT TO EX. 6" WATERMAIN		6" PVC WATERMAIN (SECTIONAL UNBALLED)	18" STEEL CASING PIPE	WATERMAIN FITTINGS	NOTES
					EACH	EACH				
CITY OF HENDERSON										
TH93	193+89	195' LT	197+46	116' LT	1	1	392	140	200	CONNECT TO EX. 6" WATERMAIN FOR 6" 90-DEGREE BEND (INCIDENTAL)
TH93	197+46	116' LT	198+17	8' RT			144		40	
TH93	198+17	8' RT	198+35	8' RT	1	1	18	140	40	CONNECT TO EX. 6" WATERMAIN.
CITY OF HENDERSON TOTALS					2	2	392	140	240	

CITY OF HENDERSON - SANITARY SEWER							CU-C	
STRUCTURE NO.	ALIGNMENT	STATION	OFFSET	TOP OF CASTING		RECONSTRUCT STRUCTURE SPECIAL	CASTING ASSEMBLY SPECIAL	NOTES
				EXISTING	PROPOSED			
CITY OF HENDERSON								
SN1	TH93	197+94	137' LT	748.66	747.00	1	1	
SN2	TH93	197+59	128' LT	745.67	745.20	1	1	
SN3	TH93	198+07	75' LT	745.62	743.25	1	1	
SN4	TH93	198+17	8' LT	736.10	736.59	1	1	
CITY OF HENDERSON TOTALS						4	4	

DESIGN TEAM  
 DRAWN BY: MRB  
 DESIGNER: CDK  
 CHECKED BY: LJJ

NO.	BY	DATE	REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Licensed Professional Engineer under the laws of the State of Missouri.  
 Certified By: SEH License No. 48483  
 Printed Name: SEH License No. 48483



PROJECT: 155468-000  
 3355 VARNAM CENTER DR.  
 ST. PAUL, MO 65130

CITY OF HENDERSON  
 SANITARY SEWER AND WATER  
 S.P. 7212-21 (TH 93)

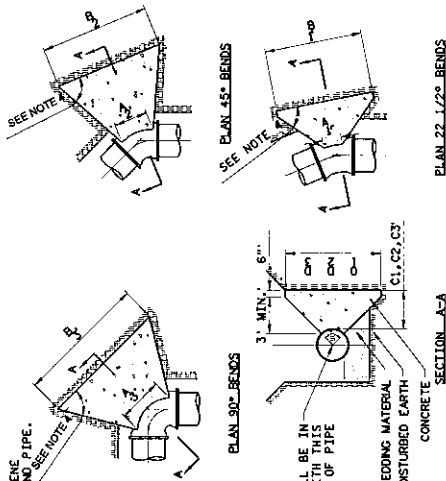
REMOVALS AND  
 SANITARY SEWER AND  
 WATERMAIN TABULATIONS

FILE NO. HENDERSON392	1
CU1	
OF CUA	4

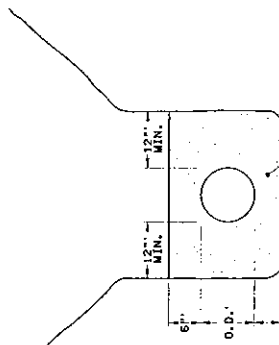
NOTES:

1. SHAPE OF BACK BUTTRESS MAY VARY AS LONG AS POURED AGAINST FIRM UNDISTURBED EARTH.
2. DIMENSION C1, C2, C3 SHOULD BE LARGE ENOUGH TO MAKE ANGLE  $\theta$  EQUAL TO OR LARGER THAN  $45^\circ$ .
3. DIMENSION A1, A2, A3 SHOULD BE AS LARGE AS POSSIBLE WITHOUT INTERFERING WITH JOINTS.
4.  $45^\circ$  MINIMUM.
5. PLACE POLYETHYLENE BETWEEN CONCRETE AND PIPE.

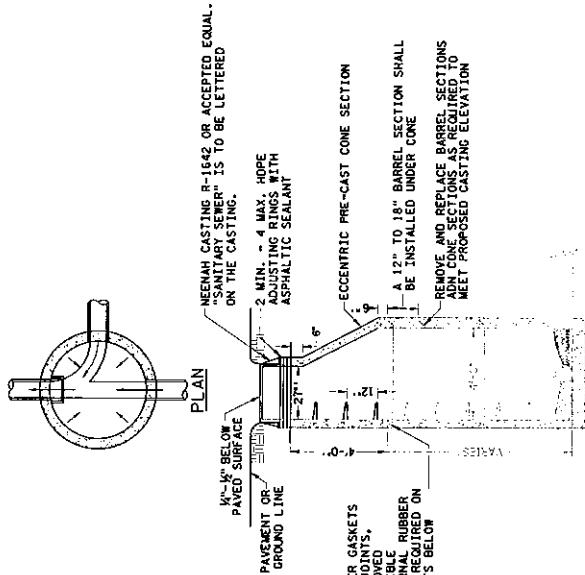
PIPE SIZE	BUTTRESS DIMENSIONS		
	22 1/2" BEND	45° BEND	90° BEND
6"	B1 1'-5"	D1 1'-5"	B3 1'-6"
8"	B1 1'-5"	D1 1'-5"	B3 1'-6"
12"	B1 1'-10"	D1 1'-10"	B3 1'-10"
16"	B1 3'-0"	D1 3'-0"	B3 3'-0"
20"	B1 4'-4"	D1 4'-4"	B3 4'-4"
24"	B1 5'-8"	D1 5'-8"	B3 5'-8"
30"	B1 7'-2"	D1 7'-2"	B3 7'-2"



CONCRETE THRUST BLOCKING NTS



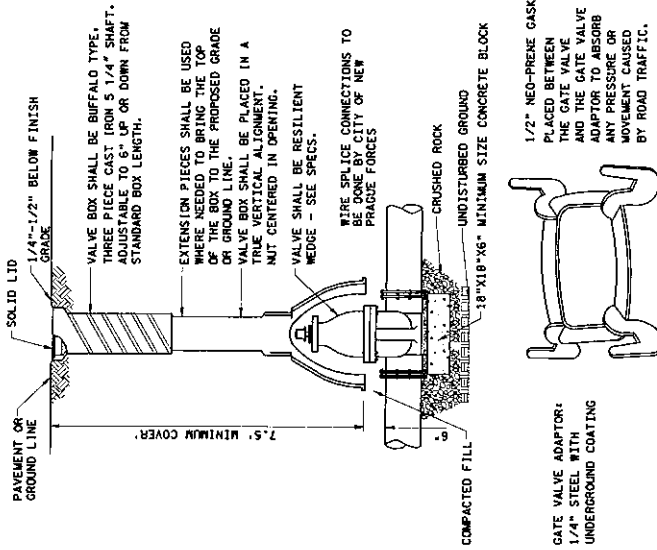
TRENCH BEDDING AND FOUNDATION FOR WATER MAIN AND SANITARY SEWER PIPE NTS



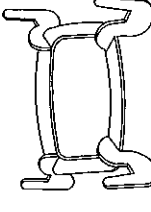
RECONSTRUCT DRAINAGE STRUCTURE SPECIAL

RECONSTRUCT DRAINAGE STRUCTURE SPECIAL (EACH) INCLUDES:

1. REMOVAL OF EXISTING BARREL SECTION AND BARREL SECTIONS AS NECESSARY TO ADJUST SANITARY MANHOLE TO NEW PROPOSED CASTING ELEVATION.
2. FURNISH AND INSTALL OF NEW CONE SECTION AND BARREL SECTIONS AS NECESSARY TO MATCH PROPOSED CASTING ELEVATION.
3. CONFIRMATION OF MANHOLE JOINT TYPE PRIOR TO FABRICATION OF NEW SECTIONS TO ENSURE WATER TIGHT FIT.
4. SEALING OF JOINT WITH MASTIC OR RUBBER SEAL AND EXTERNAL WRAP AT ALL EXPOSED MANHOLE JOINTS.
5. SANITARY MANHOLES MAY NOT BE ADJUSTED IN ELEVATION WITH RINGS. SANITARY TOTAL DEPTH OF RINGS EXCEEDS 12", A BARREL SECTION IS REQUIRED.



GATE VALVE AND BOX NTS



GATE VALVE ADAPTOR: 1/4\"/>

DESIGN TEAM	NO.	BY	DATE	REVISIONS
DRAWN BY: MRB				
DESIGNER: CRK				
CHECKED BY: LJJ				

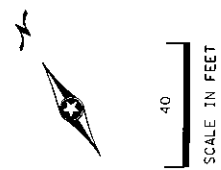
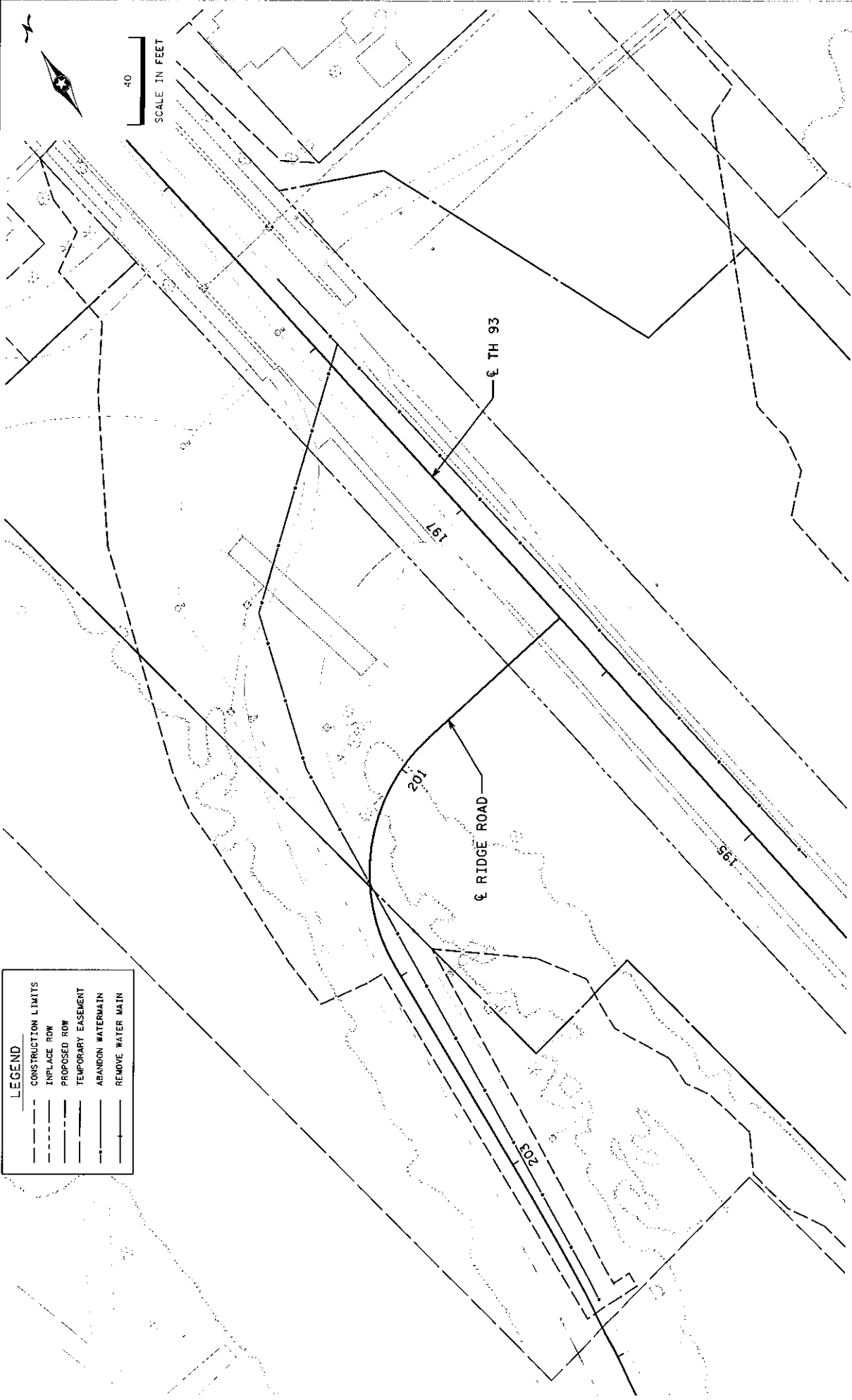
SEH  
 3035 VANDERBILT CENTER BLVD.  
 ST. PAUL, MN 55109  
 LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 LICENSE NO. 48363  
 PROJECT NO. 080510-0001-0001-0001-0001-0001-0001

CITY OF HENDERSON  
 SANITARY SEWER AND WATER

SANITARY SEWER AND WATERMAIN DETAILS

**LEGEND**

---	CONSTRUCTION LIMITS
---	INPLACE ROW
---	PROPOSED ROW
---	TEMPORARY EASEMENT
---	ABANDON WATERMAIN
---	REMOVE WATER MAIN



DESIGN TEAM	FILE NO.	3
DRAWN BY: MRB	REVISIONS	CU3
DESIGNER: CDK	OF 04	4
CHECKED BY: LKJ	CITY OF HENDERSON SANITARY SEWER AND WATER SANITARY SEWER AND WATERMAIN REMOVAL PLAN	
NO. BY DATE	S.P. 7212-21 (TH 93)	
REVISIONS	 PERMITS DIVISION 355 VONNIS CENTER BL. ST. PAUL, LA 70002	
	I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Licensed Professional Engineer under the laws of the State of Louisiana, Lic. No. 48363. Certified by: Thomas Perreault, Inc. Lic. No. 48363. Printed on: 08/13/10 - 08/13/10 - Date: 08/13/10	





**HENDERSON, MN**

**\*Cash Balances**

Cash Account: 10100  
MAY 2023

Fund	2023 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance
<b>10100 - FIRST STATE BANK</b>							
101 - GENERAL FUND	\$195,072.41	\$55,820.26	(\$291,400.03)	0	\$38,239.23	(\$128,398.59)	(\$130,666.72)
205 - COVIDCARESACT	\$0.00			0			\$0.00
206 - COVID-19	\$3,664.52		(\$814.06)	0			\$2,850.46
250 - COMMUNITY DEVELOPMENT/E	\$3,450.64	\$600.00	(\$5,373.21)	0			(\$1,322.57)
290 - LIBRARY FUND	\$7,163.89	\$113,678.21	(\$41,373.84)	0	(\$38,444.23)	(\$16,901.03)	\$24,123.00
301 - DEBT SERVICE FUNDS PIR	\$121,140.43		(\$247,472.45)	0			(\$126,332.02)
303 - 2003 DEBT SERVICE	\$12,532.19		(\$15,255.00)	0			(\$2,722.81)
304 - 2005A GO BONDSREF370	\$0.36			0			\$0.36
307 - 2011C TAX ABATEMENT	\$24,557.50		(\$40,300.00)	0			(\$15,742.50)
308 - 2013A eq certificate	\$6,580.73			0			\$6,580.73
309 - 2014 Bond	\$90.10		(\$31,116.67)	0			(\$31,026.57)
310 - 1998 DEBT SERVICE	\$0.00			0			\$0.00
311 - 2018EQUIPMENT	\$373.30	\$30,588.75	(\$37,996.26)	0			(\$7,034.21)
312 - 2018TAXABATEMENT	\$28,860.25		(\$27,451.49)	0			\$1,408.76
313 - 2019A EQUIPMENT CERTS	\$39.06		(\$76,580.48)	0			(\$76,541.42)
314 - 2020A water Sewer	\$0.00			0			\$0.00
375 - 2002 GEN OBLIGATION IMPR B	\$13,182.25		(\$55,935.00)	0			(\$42,752.75)
379 - GO Tax Increment Bond 2007	\$638.00			0			\$638.00
403 - BENDERPARKSHELTER	\$0.00			0			\$0.00
409 - MN AND 6TH STREET	\$0.68			0			\$0.68
410 - 2018 EQUIPMENT	(\$0.36)			0			(\$0.36)
411 - INFILTRAATION, SANITARY, ST	\$99,796.44		(\$2,240.00)	0			\$97,556.44
412 - 2017-2023 WATER DEBT	\$44,113.45		(\$9,606.72)	0			\$34,506.73
413 - TH 93 LEVEE	(\$3,144.36)	\$70,886.94	(\$60,841.09)	0			\$6,901.49
414 - HEND TRAIL PLAN	(\$13,617.50)			0			(\$13,617.50)
601 - WATER UTILITY FUND	\$20,529.95	\$68,649.39	(\$305,380.68)	0		(\$6,386.41)	(\$222,587.75)
602 - SEWER UTILITY FUND	(\$659,610.43)	\$88,114.20	(\$205,034.39)	0	\$205.00	(\$5,225.26)	(\$781,550.88)
604 - PFABOND	\$642,086.79	\$93,122.44	(\$1,036.68)	0			\$734,172.55
605 - ENVIRONMENTAL	\$20,591.79	\$10,601.70	(\$16,258.22)	0			\$14,935.27
875 - HENDERSON AREA FIRE DISTR	\$6,462.30			0			\$6,462.30
903 - GASB 34	\$0.00			0			\$0.00

*Handwritten notes:*  
 -528,223.59 / 529,566.46  
 1342.87 / 521,761.25  
 64,622.30

2023 cash flow sheet

	January	February	March	April	May	June	July	August	September	October	November	December
Beg. Bal.	\$ 568,000.00	\$ 146,028.00	\$ (335,972.00)	\$ (391,528.92)	\$ (446,295.99)	\$ (529,422.04)	\$ (219,422.04)	\$ (14,422.04)	\$ 5,577.96	\$ 25,577.96	\$ 65,577.96	\$ 65,577.96
Receipts	\$ 117,000.00	\$ 164,000.00	\$ 56,767.83	\$ 145,748.64	\$ 66,778.13	\$ 420,000.00	\$ 275,000.00	\$ 90,000.00	\$ 80,000.00	\$ 110,000.00	\$ 70,000.00	\$ 540,000.00
Payments	\$ (480,000.00)	\$ (646,000.00)	\$ (112,324.75)	\$ (200,515.71)	\$ (149,904.18)	\$ (110,000.00)	\$ (70,000.00)	\$ (70,000.00)	\$ (60,000.00)	\$ (70,000.00)	\$ (70,000.00)	\$ (170,000.00)
Payroll												
return check												
other net je/adj												
JE/lorrections												
short term cash/warrant												
Ending Bal	\$ 205,000.00	\$ (335,972.00)	\$ (391,528.92)	\$ (446,295.99)	\$ (529,422.04)	\$ (219,422.04)	\$ (14,422.04)	\$ 5,577.96	\$ 25,577.96	\$ 65,577.96	\$ 65,577.96	\$ 435,577.96
Bank Bal.	\$ 205,000.00	\$ 40,000.00	\$ 25,000.00									
Out. Rec/Dis												
Dep in transit												
JE ?												
JE ?												
Recon. Bal.	\$ 205,000.00	\$ 40,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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 Tiegs:

	Date	Name/Initial
Jan		
Feb		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		



**HENDERSON, MN**

**\*Cash Balances**

Cash Account: 10100

JUNE 2023

Fund	2023 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance
<b>10100 - FIRST STATE BANK</b>							
101 - GENERAL FUND	\$195,072.41	\$216,474.11	(\$336,149.55)	0	\$38,239.23	(\$140,961.24)	(\$27,325.04)
206 - COVID-19	\$3,664.52		(\$814.06)	0			\$2,850.46
250 - COMMUNITY DEVELOPMENT/E	\$3,450.64	\$10,600.00	(\$5,373.21)	0			\$8,677.43
290 - LIBRARY FUND	\$7,163.89	\$131,359.03	(\$42,163.74)	0	(\$38,444.23)	(\$18,758.34)	\$39,156.61
301 - DEBT SERVICE FUNDS PIR	\$121,140.43	\$81,500.00	(\$247,472.45)	0			(\$44,832.02)
303 - 2003 DEBT SERVICE	\$12,532.19		(\$15,255.00)	0			(\$2,722.81)
304 - 2005A GO BONDSREF370	\$0.36			0			\$0.36
307 - 2011C TAX ABATEMENT	\$24,557.50	\$21,000.00	(\$40,300.00)	0			\$5,257.50
308 - 2013A eq certificate	\$6,580.73	\$1,750.00		0			\$8,330.73
309 - 2014 Bond	\$90.10		(\$31,116.67)	0			(\$31,026.57)
311 - 2018EQUIPMENT	\$373.30	\$30,588.75	(\$37,996.26)	0			(\$7,034.21)
312 - 2018TAXABATEMENT	\$28,860.25	\$13,500.00	(\$27,451.49)	0			\$14,908.76
313 - 2019A EQUIPMENT CERTS	\$39.06		(\$76,580.48)	0			(\$76,541.42)
375 - 2002 GEN OBLIGATION IMPR B	\$13,182.25	\$21,500.00	(\$55,935.00)	0			(\$21,252.75)
379 - GO Tax Increment Bond 2007	\$638.00	\$5,334.02		0			\$5,972.02
409 - MN AND 6TH STREET	\$0.68			0			\$0.68
410 - 2018 EQUIPMENT	(\$0.36)			0			(\$0.36)
411 - INFILTRAATION, SANITARY, ST	\$99,796.44		(\$2,240.00)	0			\$97,556.44
412 - 2017-2023 WATER DEBT	\$44,113.45		(\$45,181.27)	0			(\$1,067.82)
413 - TH 93 LEVEE	(\$3,144.36)	\$75,552.70	(\$68,323.98)	0			\$4,084.36
414 - HEND TRAIL PLAN	(\$13,617.50)			0			(\$13,617.50)
601 - WATER UTILITY FUND	\$20,529.95	\$79,557.36	(\$310,817.21)	0		(\$6,957.26)	(\$217,687.16)
602 - SEWER UTILITY FUND	(\$659,610.43)	\$103,018.60	(\$225,230.43)	0	\$205.00	(\$5,692.31)	(\$787,309.57)
604 - PFABOND	\$642,086.79	\$124,882.72	(\$1,036.68)	0			\$765,932.83
605 - ENVIRONMENTAL	\$20,591.79	\$12,436.70	(\$16,258.22)	0			\$16,770.27
875 - HENDERSON AREA FIRE DISTR	\$6,462.30			0			<del>(\$6,462.30)</del>
	\$574,554.38	\$929,053.99	(\$1,585,695.70)	\$0.00	\$0.00	(\$172,369.15)	(\$254,456.48)

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## \*Check Summary Register©

10100 Unposted

	Name	Check Date	Check Amt
<b>10100 FIRST STATE BANK</b>			
Unposted	ARAMARK	6/21/2023	\$744.88
Unposted	BRUCE GUSTOFSON	6/21/2023	\$125.00
Unposted	BUESGENS TRUCKING	6/21/2023	\$340.00
Unposted	C. BOEHNE CONSTRUCTION	6/21/2023	\$2,490.00
Unposted	CHRISTIAN, KEOGH, MORAN & K	6/21/2023	\$1,210.00
Unposted	CITY OF LE SUEUR	6/21/2023	\$16,231.47
Unposted	DANIEL R REIMAN	6/21/2023	\$750.01
Unposted	DAPHNEY MARAS, MCFOA TREA	6/21/2023	\$50.00
Unposted	DELTA DENTAL	6/21/2023	\$79.31
Unposted	EXTREME MECHANICAL LLC	6/21/2023	\$500.00
Unposted	GOPHER STATE ONE CALL	6/21/2023	\$29.70
Unposted	HAWKINS INC.	6/21/2023	\$2,362.56
Unposted	HENDERSON FIRE & RESCUE	6/21/2023	\$3,850.00
Unposted	HENDERSON INDEPENDENT	6/21/2023	\$1,880.25
Unposted	HENDERSON LAWN CARE	6/21/2023	\$7,280.00
Unposted	HENDERSON POST OFFICE	6/21/2023	\$255.00
Unposted	JAMES BAUMANN	6/21/2023	\$262.00
Unposted	JEFF DAHM	6/21/2023	\$700.00
Unposted	JENNIFER CUMMINS	6/21/2023	\$248.00
Unposted	LON BERBERICH	6/21/2023	\$474.76
Unposted	METRONET	6/21/2023	\$590.69
Unposted	MHSRC/RANGE	6/21/2023	\$980.00
Unposted	MICROSOFT OFFICE 365	6/21/2023	\$12.83
Unposted	MN DEPT OF HEALTH- WATER P	6/21/2023	\$1,076.00
Unposted	MN Valley Electric	6/21/2023	\$2,237.21
Unposted	MORRIS ELECTRONICS	6/21/2023	\$1,711.72
Unposted	MRVSBA	6/21/2023	\$50.00
Unposted	NAPA AUTO PARTS OF BELLE P	6/21/2023	\$37.66
Unposted	NORTHWEST NATURAL GAS	6/21/2023	\$42.08
Unposted	PARROTT CONTRACTING, INC	6/21/2023	\$6,143.50
Unposted	PAUL KUECHLE	6/21/2023	\$14.44
Unposted	QUILL CORPORATION	6/21/2023	\$84.57
Unposted	REPUBLIC SERVICES #894	6/21/2023	\$79.89
Unposted	SEH	6/21/2023	\$43,027.44
Unposted	SPRING TOUCH	6/21/2023	\$751.55
Unposted	TACTICAL SOLUTIONS	6/21/2023	\$38.00
Unposted	TOSHIBA AMERICA BUSINESS S	6/21/2023	\$25.92
Unposted	TRUE VALUE	6/21/2023	\$1,463.08
Unposted	UC LABORATORY	6/21/2023	\$954.80
Unposted	UNION TRAIL AGGREGATES, LL	6/21/2023	\$765.04
Unposted	VERIZON WIRELESS	6/21/2023	\$132.23
Unposted	WAGARS GROCERY	6/21/2023	\$474.69
Unposted	WING NUT WELDING & REPAIR	6/21/2023	\$240.00
Unposted	WM MUELLER AND SONS	6/21/2023	\$910.11
Unposted	XCEL ENERGY	6/21/2023	\$4,629.86
	<b>Total Checks</b>		<b>\$106,336.25</b>

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Payments

Current Period: JUNE 2023

Payments Batch June2023CityBills		\$106,336.25	
Refer	462 <i>QUILL CORPORATION</i>	-	
Cash Payment	E 101-41400-200 OFFICE SUPPLIES	office supplies	\$49.58
	Invoice 32892630		
Cash Payment	E 101-42110-200 OFFICE SUPPLIES	PD Office supplies	\$34.99
	Invoice 32892630		
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total \$84.57</b>
Refer	463 <i>METRONET</i>	-	
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3234 City Office	\$36.82
	Invoice		
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3591 Police Office	\$38.87
	Invoice		
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3235 City Office Line 2	\$30.13
	Invoice		
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3814 Fax	\$30.13
	Invoice		
Cash Payment	E 101-41000-321 TELEPHONE	(507) 214-0080 Elevator	\$27.35
	Invoice		
Cash Payment	E 101-41000-325 WIFI	Fiber/WiFi/Internet	\$427.39
	Invoice		
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total \$590.69</b>
Refer	465 <i>MORRIS ELECTRONICS</i>	-	
Cash Payment	E 101-42100-300 PROFESSIONAL SERV	Jackson service labor, 5/26/2023	\$142.50
	Invoice 3061		
Cash Payment	E 101-42100-300 PROFESSIONAL SERV	Jackson service labor, 5/4/2023	\$570.00
	Invoice 2931		
Cash Payment	E 101-42100-330 TRANSPORTATION	mileage charge, 170 miles @ .655	\$111.35
	Invoice 2931		
Cash Payment	E 101-42100-430 MISCELLANEOUS	PD desktop software and support	\$887.87
	Invoice 2929		
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total \$1,711.72</b>
Refer	466 <i>SEH</i>	-	
Cash Payment	E 413-42520-303 ENGINEERING	Invoice #18 TH 93 Levee Final Design	\$7,452.89
	Invoice 446811		
Cash Payment	E 412-49400-303 ENGINEERING	2024 street & utility Improv. Project	\$35,574.55
	Invoice 448317		
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total \$43,027.44</b>
Refer	471 <i>HAWKINS INC.</i>	-	
Cash Payment	E 601-49400-216 CHEMICAL & CH PROD	LPC-AM & Chlorine	\$2,342.56
	Invoice 6485385		
Cash Payment	E 601-49400-216 CHEMICAL & CH PROD	Chlorine x 2	\$20.00
	Invoice 6498759		
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total \$2,362.56</b>
Refer	472 <i>UC LABORATORY</i>	-	
Cash Payment	E 602-49451-300 PROFESSIONAL SERV	water testing	\$954.80
	Invoice 116300		

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## Payments

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Current Period: JUNE 2023

Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$954.80</b>
Refer	473 HENDERSON INDEPENDENT	-		
Cash Payment	E 101-41400-352 GENERAL NOTICES &	amended library ordinance		\$63.25
Invoice				
Cash Payment	E 101-41400-352 GENERAL NOTICES &	audited financials		\$1,817.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$1,880.25</b>
Refer	474 MN VALLEY ELECTRIC	-		
Cash Payment	E 101-43160-390 STREET LIGHTING	Security Lights		\$103.00
Invoice				
Cash Payment	E 101-45213-381 ELECTRICITY	Bus Garage		\$87.36
Invoice				
Cash Payment	E 101-45221-381 ELECTRICITY	Sliding Hill		\$15.00
Invoice				
Cash Payment	E 602-49471-381 ELECTRICITY	29326 Henderson Station Rd		\$2,031.85
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$2,237.21</b>
Refer	475 TRUE VALUE	-		
Cash Payment	E 101-43110-220 REPAIR & MAINTENAN	Shop		\$96.45
Invoice				
Cash Payment	E 101-41940-220 REPAIR & MAINTENAN	Buildings		\$53.64
Invoice				
Cash Payment	E 601-49400-220 REPAIR & MAINTENAN	Water		\$50.36
Invoice				
Cash Payment	E 101-43100-220 REPAIR & MAINTENAN	Streets		\$1,125.98
Invoice				
Cash Payment	E 101-42100-220 REPAIR & MAINTENAN	Police		\$20.86
Invoice				
Cash Payment	E 101-42500-220 REPAIR & MAINTENAN	Levee		\$62.53
Invoice				
Cash Payment	E 101-45210-220 REPAIR & MAINTENAN	Allanson's		\$27.77
Invoice				
Cash Payment	E 101-45213-220 REPAIR & MAINTENAN	Hilltop area		\$25.49
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$1,463.08</b>
Refer	479 MN DEPT OF HEALTH- WATER PR	-		
Cash Payment	G 601-20810 MDH TEST FEE	2023 Q2 MDH Test Fee		\$1,076.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$1,076.00</b>
Refer	482 CHRISTIAN KEOGH, MORAN & KIN	-		
Cash Payment	E 101-41610-304 LEGAL	civil		\$310.00
Invoice				
Cash Payment	E 101-41600-304 LEGAL	criminal		\$870.00
Invoice				
Cash Payment	E 413-42520-304 LEGAL	telephone conf. RE: Levee Project		\$30.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b>	<b>\$1,210.00</b>

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## Payments

Current Period: JUNE 2023

Refer	484	<u>NORTHWEST NATURAL GAS</u>	-		
Cash Payment	E 101-41940-370	HEATING	City Hall		\$8.00
Invoice					
Cash Payment	E 101-43110-370	HEATING	City Shop		\$13.04
Invoice					
Cash Payment	E 601-49401-370	HEATING	Water Tower		\$8.00
Invoice					
Cash Payment	E 101-41941-370	HEATING	Meeting		\$13.04
Invoice					
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$42.08</b>
Refer	485	<u>MICROSOFT OFFICE 365</u>	-		
Cash Payment	E 101-41400-430	MISCELLANEOUS	Microsoft Office subscription		\$12.83
Invoice					
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$12.83</b>
Refer	486	<u>VERIZON WIRELESS</u>	-		
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(507) 473-5991 PD1		\$44.47
Invoice					
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(507) 479-0603 PD2		\$44.47
Invoice					
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(952) 378-5697 Eric Karels		\$43.29
Invoice					
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$132.23</b>
Refer	487	<u>TOSHIBA</u>	-		
Cash Payment	E 101-41000-406	COPIER MAINTENANC	Monthly office copier maintenance charge		\$25.92
Invoice	6037171				
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$25.92</b>
Refer	488	<u>REPUBLIC SERVICES</u>	-		
Cash Payment	E 101-43100-220	REPAIR & MAINTENAN	waste/recycling overage		\$79.89
Invoice	3-0894-0076522				
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$79.89</b>
Refer	490	<u>ARAMARK</u>	-		
Cash Payment	E 101-45210-210	OPERATING SUPPLIE	Allanson's paper supplies		\$248.29
Invoice	256003040				
Cash Payment	E 101-41940-210	OPERATING SUPPLIE	City Hall paper supplies		\$248.30
Invoice	256003040				
Cash Payment	E 101-45211-210	OPERATING SUPPLIE	Bender Park paper supplies		\$248.29
Invoice	256003040				
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b>	<b>\$744.88</b>
Refer	491	<u>HENDERSON LAWN CARE</u>	-		
Cash Payment	E 101-41940-319	CLEANING/CHARGES	Community Building Clean		\$200.00
Invoice					
Cash Payment	E 101-42200-327	LAWN MOWING	Firehall Mowing		\$100.00
Invoice					
Cash Payment	E 101-43126-327	LAWN MOWING	Roads & Bridges Mowing		\$1,055.00
Invoice					
Cash Payment	E 101-45210-327	LAWN MOWING	Allanson's Mowing		\$565.00
Invoice					

Payments

Current Period: JUNE 2023

Cash Payment Invoice	E 101-45211-327	LAWN MOWING	Bender Park Mowing	\$1,060.00
Cash Payment Invoice	E 101-45213-327	LAWN MOWING	Hilltop Field Mowing	\$1,800.00
Cash Payment Invoice	E 101-45221-327	LAWN MOWING	Sliding Hill Area Mowing	\$195.00
Cash Payment Invoice	E 601-49401-327	LAWN MOWING	Water Tower Mowing	\$215.00
Cash Payment Invoice	E 101-41940-327	LAWN MOWING	General govt building Mowing	\$520.00
Cash Payment Invoice	E 101-45200-327	LAWN MOWING	Parks & Open Spaces Mowing	\$1,570.00
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b> \$7,280.00
Refer	492	BRUCE GUSTOFSON	-	
Cash Payment Invoice	E 101-43000-320	COMMUNICATION/TEL	telephone	\$45.00
Cash Payment Invoice	E 101-41000-430	MISCELLANEOUS	reimburse for recycling dropoff	\$80.00
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b> \$125.00
Refer	494	DELTA DENTAL	-	
Cash Payment Invoice	E 101-43000-130	PAID HEALTH INSURA	Public works dental	\$26.44
Cash Payment Invoice	E 101-41000-130	PAID HEALTH INSURA	city office dental	\$52.87
Transaction Date	6/21/2023		FIRST STATE BANK 10100	<b>Total</b> \$79.31
Refer	495	XCEL ENERGY	-	
Cash Payment Invoice	E 101-45200-381	ELECTRICITY	Allanson's Park	\$128.69
Cash Payment Invoice	E 101-43110-381	ELECTRICITY	200 Market St -- Garage	\$58.02
Cash Payment Invoice	E 101-42501-381	ELECTRICITY	south pumping station	\$50.11
Cash Payment Invoice	E 601-49410-381	ELECTRICITY	well pump fort road	\$1,049.99
Cash Payment Invoice	E 601-49411-381	ELECTRICITY	pump house	\$35.35
Cash Payment Invoice	E 101-41940-381	ELECTRICITY	community hall	\$218.73
Cash Payment Invoice	E 101-45211-381	ELECTRICITY	Bender Park	\$142.40
Cash Payment Invoice	E 101-42502-381	ELECTRICITY	north pumping station	\$278.43
Cash Payment Invoice	E 601-49402-381	ELECTRICITY	booster station	\$123.94
Cash Payment Invoice	E 101-43144-381	ELECTRICITY	flag pole	\$23.13
Cash Payment Invoice	E 602-49470-381	ELECTRICITY	400 Oak St. -- lift station	\$536.14

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## Payments

Current Period: JUNE 2023

Cash Payment	E 101-42503-381	ELECTRICITY	pump house	\$13.23
Invoice				
Cash Payment	E 101-43001-381	ELECTRICITY	124 N 2nd st	\$20.76
Invoice				
Cash Payment	E 101-43160-390	STREET LIGHTING	street lighting	\$1,950.94
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$4,629.86
Refer	496	ONE CALL CONCEPTS, INC	-	
Cash Payment	E 601-49400-311	GOPHER ONE CALL	Gopher State One Call	\$14.85
Invoice	3050460			
Cash Payment	E 602-49450-311	GOPHER ONE CALL	Gopher State One Call	\$14.85
Invoice	3050460			
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$29.70
Refer	497	CITY OF LE SUEUR	-	
Cash Payment	E 602-49451-300	PROFESSIONAL SERV	May 2023 Wastewater Treatment	\$16,231.47
Invoice	INV02342			
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$16,231.47
Refer	498	MHSRC/RANGE	-	
Cash Payment	E 101-42100-440	CONFERENCES & EDU	Schneider EVOC/PIT refresher	\$490.00
Invoice	337900-10003			
Cash Payment	E 101-42100-440	CONFERENCES & EDU	Karels EVOC/PIT refresher	\$490.00
Invoice	337900-10003			
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$980.00
Refer	511	PARROTT CONTRACTING, INC	-	
Cash Payment	E 101-42500-400	REPAIRS & MAINTENA	Maple Ridge Pond Cleanup 01/19/23	\$661.50
Invoice				
Cash Payment	E 101-42500-400	REPAIRS & MAINTENA	Maple Ridge Pond Cleanup 2/13-2/15/2023	\$5,024.00
Invoice				
Cash Payment	E 101-42500-400	REPAIRS & MAINTENA	Maple Ridge Pond Cleanup 05/02/23	\$458.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$6,143.50
Refer	513	TACTICAL SOLUTIONS	-	
Cash Payment	E 101-42100-240	SMALL TOOLS & EQUI	certification of radar units	\$38.00
Invoice	9577			
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$38.00
Refer	514	SPRING TOUCH	-	
Cash Payment	E 101-45213-300	PROFESSIONAL SERV	fertilizer application at hilltop park	\$751.55
Invoice	966523			
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$751.55
Refer	515	HENDERSON FIRE & RESCUE	-	
Cash Payment	E 101-42948-300	PROFESSIONAL SERV	Install Flood gates 5/16/2023	\$2,437.50
Invoice				
Cash Payment	E 101-42948-300	PROFESSIONAL SERV	Remove Flood gates 5/21/2023	\$1,412.50
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b> \$3,850.00
Refer	516	JENNIFER CUMMINS	-	

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## Payments

Current Period: JUNE 2023

Cash Payment	E 101-42100-300	PROFESSIONAL SERV	4 hours PD NIBRS		\$124.00
Invoice April2023					
Cash Payment	E 101-42100-300	PROFESSIONAL SERV	4 hours PD NIBRS		\$124.00
Invoice May2023					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$248.00</b>
Refer	521	<u>BUESGENS TRUCKING</u>	-		
Cash Payment	E 101-45221-430	MISCELLANEOUS	5 loads crushed concrete sliding hill lot		\$340.00
Invoice					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$340.00</b>
Refer	523	<u>WAGARS GROCERY</u>	-		
Cash Payment	E 101-42152-212	UNLEADED GASOLINE	Police fuel		\$235.00
Invoice					
Cash Payment	E 101-43153-212	UNLEADED GASOLINE	1-ton fuel		\$73.68
Invoice					
Cash Payment	E 101-43154-212	UNLEADED GASOLINE	Dumptruck fuel		\$32.00
Invoice					
Cash Payment	E 101-43101-212	UNLEADED GASOLINE	loader fuel		\$67.01
Invoice					
Cash Payment	E 101-45211-212	UNLEADED GASOLINE	Bender Park fuel		\$67.00
Invoice					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$474.69</b>
Refer	525	<u>MRVSBA</u>	-		
Cash Payment	E 101-41000-433	DUES AND SUBSCRIP	MN river valley membership 2023		\$50.00
Invoice					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$50.00</b>
Refer	526	<u>WM MUELLER AND SONS</u>	-		
Cash Payment	E 101-43126-400	REPAIRS & MAINTENA	asphalt		\$173.60
Invoice 286095					
Cash Payment	E 101-43126-400	REPAIRS & MAINTENA	asphalt		\$307.20
Invoice 286165					
Cash Payment	E 101-43126-400	REPAIRS & MAINTENA	asphalt		\$289.81
Invoice 286243					
Cash Payment	E 101-43126-400	REPAIRS & MAINTENA	asphalt		\$139.50
Invoice 286315					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$910.11</b>
Refer	527	<u>WING NUT WELDING &amp; REPAIR</u>	-		
Cash Payment	E 101-43100-430	MISCELLANEOUS	in-shop Labor light pole repair		\$240.00
Invoice 2286					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$240.00</b>
Refer	530	<u>PAUL KUECHLE</u>	-		
Cash Payment	E 101-45210-403	REPAIRS/IMPROVEME	faucet handles for Allanson's bathrooms		\$14.44
Invoice					
Transaction Date	6/21/2023	FIRST STATE BANK	10100	<b>Total</b>	<b>\$14.44</b>
Refer	531	<u>JAMES BAUMANN</u>	-		
Cash Payment	E 101-42400-300	PROFESSIONAL SERV	6/7/2023 Inspections		\$262.00
Invoice					



# HENDERSON, MN

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## Payments

Current Period: JUNE 2023

Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$262.00
Refer	310 <u>HENDERSON POST OFFICE</u>	-		
Cash Payment	E 601-49400-322 POSTAGE	postcard stamps		\$96.00
Invoice				
Cash Payment	E 602-49450-322 POSTAGE	postcard stamps		\$96.00
Invoice				
Cash Payment	E 101-41400-322 POSTAGE	letter stamps		\$63.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$255.00
Refer	532 <u>UNION TRAIL AGGREGATES, LLC</u>	-		
Cash Payment	E 101-45221-430 MISCELLANEOUS	crushed concrete for pickleball court		\$765.04
Invoice	4394			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$765.04
Refer	533 <u>MCFOA</u>	-		
Cash Payment	E 101-41000-433 DUES AND SUBSCRIP	MCFOA membership, Timothy Pautsch		\$50.00
Invoice	732			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$50.00
Refer	534 <u>C. BOEHNE CONSTRUCTION</u>	-		
Cash Payment	E 101-43100-430 MISCELLANEOUS	grading alleys (11 hours)		\$1,430.00
Invoice	1375			
Cash Payment	E 101-43100-430 MISCELLANEOUS	rolling alleys (3 hours)		\$360.00
Invoice	1375			
Cash Payment	E 101-43100-430 MISCELLANEOUS	install flags/banners on Main Street (3 hours)		\$300.00
Invoice	1398			
Cash Payment	E 101-43100-430 MISCELLANEOUS	sidewalk work NO 3rd street (2 hours)		\$400.00
Invoice	1398			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$2,490.00
Refer	537 <u>NAPA AUTO PARTS OF BELLE PLA</u>	-		
Cash Payment	E 101-43153-220 REPAIR & MAINTENAN	1-ton repair supplies for radiator		\$37.66
Invoice	June2023			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$37.66
Refer	540 <u>THE MASTER S SERVANT</u>	-		
Cash Payment	E 101-42152-400 REPAIRS & MAINTENA	diagnose, cooling fan assembly, oil change		\$750.01
Invoice	24141			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$750.01
Refer	551 <u>EXTREME MECHANICAL LLC</u>	-		
Cash Payment	E 101-45210-403 REPAIRS/IMPROVEME	Allanson's replace shower valves x 2		\$500.00
Invoice	561528			
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$500.00
Refer	557 <u>JEFF DAHM</u>	-		
Cash Payment	E 101-43100-400 REPAIRS & MAINTENA	sidewalk repair & approach to school		\$700.00
Invoice				
Transaction Date	6/21/2023	FIRST STATE BANK 10100	Total	\$700.00
Refer	558 <u>LON BERBERICH</u>	-		
Cash Payment	E 101-41400-430 MISCELLANEOUS	2023 adobe reimburse x 6 months		\$96.12
Invoice				

Payments

Current Period: JUNE 2023

Cash Payment Invoice	E 101-41000-321 TELEPHONE	phone reimbursement x 3 months	\$218.82
Cash Payment Invoice	E 101-41000-330 TRANSPORTATION	32 miles @ .655/mile March	\$20.96
Cash Payment Invoice	E 101-41000-330 TRANSPORTATION	36 miles @ .655/mile April	\$23.58
Cash Payment Invoice	E 101-41000-330 TRANSPORTATION	66 miles @ .655/mile May	\$43.23
Cash Payment Invoice	E 101-41000-330 TRANSPORTATION	16 miles @ .655/mile June	\$10.48
Cash Payment Invoice	E 101-41000-330 TRANSPORTATION	94 miles @ .655/mile Gaylord Plat	\$61.57
Transaction Date	6/21/2023	FIRST STATE BANK 10100	<b>Total</b> \$474.76

Fund Summary

	10100 FIRST STATE BANK
101 GENERAL FUND	\$38,381.65
412 2017-2023 WATER DEBT	\$35,574.55
413 TH 93 LEVEE	\$7,482.89
601 WATER UTILITY FUND	\$5,032.05
602 SEWER UTILITY FUND	\$19,865.11
	<u>\$106,336.25</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$106,336.25
<b>Total</b>	<u>\$106,336.25</u>

## Henderson City Council Meetings June 23, 2023

Thursday, June 29, 2023	Payroll	TBA
TBA	Utility	?
Thursday, July 13, 2023	Payroll	TBA
Wednesday, July 19, 2023	Bills, Budget and Finance	6:30 P.M.
Wednesday, June 19, 2023	City Council	7:00 PM
Monday, July 31, 2023	Payroll	TBA

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

Lon Berberich  
City Administrator