

AGENDA  
HENDERSON CITY COUNCIL  
WEDNESDAY, MARCH 13, 2024  
**TIME 7:00 P.M.**

TARGET TIME  
7:00 P.M.

- I. Call to Order
- II. Approval of Minutes, February 21, 2024
- III. Requests to Appear Before the Council, Ordinances
  - A. Brooke Wentzlaff, Sauerkraut Days Parade, gaming, liquor
  - B. Adam Arnst, public safety aid
- IV. Reports
  - A. Police Chief-monthly report, equipment purchase proposal
  - B. SEH
  - C. City Attorney
  - D. City Administrator
    - i. Hwy 93 revised agreement
    - ii. Schneider PERA eligibility (Resolution 2024-08)
    - iii. Sales Tax Ballot Language (Resolution 2024-09)
    - iv. Hilltop Land Purchase (Resolution 2024-10)
    - v. Councilmember Resignation (Resolution 2024-11)
    - vi. LMCIT Liability Waiver
  - E. Mayor
    - i. EDA-River Bottom Tavern Loan
    - ii. Planning Commission
  - F. City Council
- V. Financial
  - A. Bills
- VI. Old Business
- VII. New Business
- VIII. Informational Items
  - A. Revised Meeting Schedule
- 8:30 P.M. IX. Adjournment

## MINUTES, HENDERSON CITY COUNCIL, WEDNESDAY, FEBRUARY 21, 2024

Meeting called to order at 7:00 P.M. by Mayor Keith Swenson; present were Council Members Amy Hardel, Randy Tiegs, Steve Sellner and Crystal Thomas. Also present Police Chief Eric Karels, City Attorney Jason Moran, SEH Engineer Chris Knutson, Adam Arnst, Cody Boelter, and Beth Cornish.

Motion Tiegs, seconded Sellner to approve minutes of January 17, 2024 meeting. Motion carried.

Motion Swenson, seconded Hardel to adopt Resolution 2024-02, a resolution accepting a special law authorizing the City of Henderson to impose by ordinance a sales and use tax of one-half of one percent to pay the costs of collecting and administering the tax, and to finance up to \$250,000 for the Allanson's Park Campground and trail Project. Motion carried.

Motion Swenson, seconded Hardel to adopt Resolution 2024-03, a resolution approving a premises permit for lawful gambling for the Henderson Lions Club, located at River Bottom Tavern & Brewhouse, 510 Main Street, Henderson, MN. Motion carried.

Motion Swenson, seconded Hardel to adopt Resolution 2024-04, a resolution approving a premises permit for lawful gambling for the Henderson Lions Club, located at River Bottom Tavern & Brewhouse, 514 Main Street, Henderson, MN. Motion carried.

Motion Swenson, seconded Hardel to adopt Resolution 2024-05, a resolution approving a premises permit for lawful gambling for the Henderson Lions Club, located at River Bottom Tavern & Brewhouse, 518 Main Street, Henderson, MN. Motion carried.

Adam Arnst appeared before council to request that council allocate a portion of the city's public safety aid to the fire district. Discussion followed with no action taken. Arnst plans to return to the March meeting with a funding proposal.

Cody Boelter updated council on splash pad project status and related land sale.

Police Chief Karels provided a written monthly report and submitted the police department's equipment purchase proposal recommendation. Karels to report on status of state bids at March meeting.

SEH project engineer Chris Knutson updated council on 2024 street and utility project progress and anticipated spring start date in the first week of April, future Beverly Lane reconstruction, water treatment facility bonding bill progress and potential trail and park improvements grant requests.

City Attorney Jason Moran presented an amendment to the commercial purchase agreement for the removal of parcel four from the purchase agreement of the Parish of St. Joseph.

Motion Swenson, seconded Sellner to adopt Resolution 2024-06 authorizing the City of Henderson to purchase real estate from the Parish of St. Joseph; specifically, the parcel known as Parcel Two, for the purchase price of \$30,000 plus ordinary and customary closing costs. Motion carried.

Pautsch provided an update on various projects, including those related to the Emerald Ash Borer (EAB), the Active Transportation Grant, and ongoing efforts for parks and trails grants.

Motion Thomas, seconded Hardel to approve the application for the local trails connection program. Motion carried.

Pautsch provided further updates covering the upcoming Presidential Nomination Primary election, the Ehlers conference, forthcoming financial management plan and utility rate study, progress on flood mitigation projects, the CR 6 open house, and the submission of annual conflict of interest forms.

Mayor Swenson informed the council that Bullhorn Hospitality LLC, operating as River Bottom Tavern & Brewhouse, has applied for an EDA loan.

Motion Swenson, seconded Tiegs to approve the EDA committee member appointments of Steve Sellner, Jeff Steinborn, Rod Engel, and Keith Swenson for the review of the EDA loan application and supporting materials submitted by Bullhorn Hospitality, LLC. Motion carried.

Motion Tiegs, seconded Hardel to approve of the January 31, 2024 cash balances. Motion carried.

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

ABDO	\$21,110.00	HENDERSON POST OFFICE	\$280.00
BADGER METER INC.	\$39.94	JAMES BAUMANN	\$591.31
DANIEL KOSKI	\$51.56	JENNIFER CUMMINS	\$248.00
DELTA DENTAL	\$115.26	METRONET	\$585.97
ERIC KARELS	\$263.81	MICROSOFT OFFICE 365	\$12.83
FERGUSON WATERWORKS #2518	\$421.69	MN Valley Electric	\$1,042.02
GOPHER STATE ONE CALL	\$83.75	MRVSBA	\$50.00
GREEN CARE	\$2,054.70	NORTHWEST NATURAL GAS	\$620.71
HAWKINS INC.	\$3,207.63	PAUL KUECHLE	\$100.00
HENDERSON INDEPENDENT	\$109.25	SEH	\$12,833.70
HENDERSON LAWN CARE	\$200.00	ST. CLOUD STATE UNIVERSITY	\$475.00
		DANIEL R REIMAN	\$839.97

TIMOTHY PAUTSCH	\$115.24	CHRISTIAN, KEOGH, MORAN & KING	\$1,926.00
TOSHIBA AMERICA BUSINESS SOLUT	\$30.51	CITY OF LE SUEUR	\$6,383.70
UC LABORATORY	\$1,040.65	EVOLUTION MEDIA & DESIGN, LLC	\$1,620.00
VERIZON WIRELESS	\$209.97	HENDERSON LAWN CARE	\$200.00
WAGARS GROCERY	\$210.50	JOHNNY ON THE SPOT	\$124.00
WIESE HARDWARE STORE	\$103.27	MORRIS ELECTRONICS	\$287.50
WOLF MOTORS- SOUTH	\$603.65	WEX BANK	\$530.70
XCEL ENERGY	\$1,850.90		

The Local Board of Appeal and Equalization will meet Wednesday, April 24, 2024, at 6:00 p.m. in the Henderson Community Building, 600 Main Street, Henderson.

Motion Tiegs, seconded Swenson to approve the revised meeting schedule with the following changes: the Henderson City Council will move its Wednesday, March 20<sup>th</sup>, 2024, meeting to Wednesday, March 13, 2024, to allow for scheduling conflicts. The Fire Commission will meet Monday, March 18 at 7:30 p.m. Motion carried.

Motion Swenson, seconded Tiegs to close the City Council meeting under MSA 13d.05 Subd. 2(b) at 8:00 p.m. to discuss an employee law/employee related matter. Voting Yes: Swenson, Hardel, Tiegs, Thomas; Voting No: none; Councilmember Sellner abstained. Motion carried.

Motion Tiegs, seconded Hardel to re-open the City Council meeting under MSA 13d.05 Subd. 2(b) at 8:11 p.m. Voting Yes: Swenson, Hardel, Tiegs, Thomas; Voting No: none; Councilmember Sellner abstained. Motion carried.

Motion Hardel, seconded Swenson to issue a written warning to a city employee for an employee related matter. Voting Yes: Swenson, Hardel, Tiegs, Thomas; Voting No: none; Councilmember Sellner abstained. Motion carried.

Mayor Swenson adjourned the meeting at 8:20 PM.

Respectfully submitted,



Timothy Pautsch

City Clerk



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Sauerkraut Days	5/19/2021	271935037

Organization Address (No PO Boxes)	City	State	Zip Code
624 Ridge Road	Henderson	MN	56044

Name of person making application	Business phone	Home phone
Brooke Wentzlaff	320-282-0815	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer	
6/28/2024-6/30/2024	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Brooke Wentzlaff	Henderson	MN	56044

Organization officer's name	City	State	Zip Code
Tiffany Dvorak	Henderson	MN	56044

Organization officer's name	City	State	Zip Code
Amy Hardel	Henderson	MN	56044

Location where permit will be used. If an outdoor area, describe.  
Bender Park Shelter between South 2nd St and South 3rd St Henderson

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Hometown Insurance, Annual Aggregate \$2 million/\$1 million

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Henderson  
City or County approving the license

\_\_\_\_\_  
Date Approved

\$0  
Fee Amount

6/28/2024-6/30/2024  
Permit Date

Event in conjunction with a community festival  Yes  No

chenderson165@mchsi.com  
City or County E-mail Address

960  
Current population of city

\_\_\_\_\_  
Please Print Name of City Clerk or County Official

\_\_\_\_\_  
Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event  
No Temp Applications faxed or mailed. Only emailed.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY  
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY  
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number		
Henderson Lions Club	1/1/1970	74726		
Organization Address (No PO Boxes)	City	State	Zip Code	
624 Ridge Rd	Henderson	MN	56044	
Name of person making application	Business phone	Home phone		
Brooke Wentzlaff	320-282-0815	320-282-0815		
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer	
6/28/2024-6/30/2024	<input checked="" type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious	<input type="checkbox"/> Other non-profit
Organization officer's name	City	State	Zip Code	
Curt Schultz	Henderson	MN	56044	
Organization officer's name	City	State	Zip Code	
Lou Longhenry	Henderson	MN	56044	
Organization officer's name	City	State	Zip Code	
Nathan Wentzlaff	Henderson	MN	56044	

Location where permit will be used. If an outdoor area, describe.  
200 North Third St, Bender Park Concession Stand

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Hometown Insurance, BI 50K/100K, PD 10K each occurrence, Loss of Means of Support 50K/100K, annual aggregate 310,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Henderson	_____
City or County approving the license	_____
\$0	_____
Fee Amount	_____
Event in conjunction with a community festival <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	_____
960	_____
Current population of city	_____

_____	_____
Date Approved	_____
6/28/2024-6/30/2024	_____
Permit Date	_____
chenderson@mchsi.com	_____
City or County E-mail Address	_____

\_\_\_\_\_  
Please Print Name of City Clerk or County Official

\_\_\_\_\_  
Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event  
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**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY  
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY  
CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**LG230 Application to Conduct Off-Site Gambling**

**No Fee**

**ORGANIZATION INFORMATION**

Organization Name: Henderson Lions Club License Number: 02647

Address: PO Box 356 City: Henderson, MN Zip: 56044

Chief Executive Officer (CEO) Name: Curt Schultz Daytime Phone: 612-986-5170

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

**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 6 / 29 / 24 to 6 / 29 / 24

Check the type of games that will be conducted:

- Raffle
- Pull-Tabs
- Bingo
- Tipboards
- Paddlewheel

**GAMBLING PREMISES**

Name of location where gambling activity will be conducted: 200 Market St

Street address and City (or township): Henderson Zip: 56044 County: Sibley

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
- No** If no, the lease agreement below must be completed, and signed by the lessor.

**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lessor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Lessor's Name: \_\_\_\_\_

**Acknowledgment by Local Unit of Government: Approval by Resolution**

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Henderson</u> Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ <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.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p><b>Local unit of government must sign.</b></p> </div>	

**CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT**

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

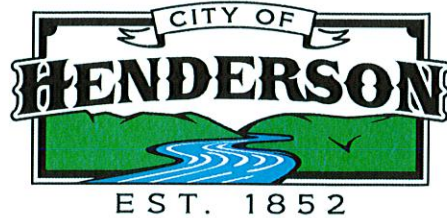
I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

\_\_\_\_\_  
**Signature of CEO (must be CEO's signature; designee may not sign)** Date

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board                  Suite 300 South                  1711 West County Road B                  Roseville, MN 55113  <b>Fax: 651-639-4032</b></p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p><b>Data privacy notice:</b> 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.</p> <p>Your organization's name and address will be public 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.</p>	<p>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.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; 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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600 Main Street, PO Box 433  
Henderson, MN 56044  
(507) 248-3234, chenderson165@mchsi.com

Wednesday, March 13, 2024

RE: City of Henderson Endorsement of Henderson Sauerkraut Day's Parade Application

To Whom It May Concern:

The City of Henderson wholeheartedly and fully endorses the application of the Henderson Sauerkraut Day's Committee for conducting a parade on Sunday, June 30, 2024, in conjunction with the annual Henderson Sauerkraut Day's celebration.

Use of City of Henderson streets and alleys as detour routes, traffic and law enforcement personnel and traffic control devices that have been included in this application have been approved and are acceptable to the City of Henderson.

If you have any questions or need additional information do not hesitate to contact me at 507-248-3234.

Sincerely,

Timothy Pautsch  
City Clerk





# Henderson, MN Police Department

Mailing: PO Box 125, Henderson, MN 56044  
Location: 600 Main St, Henderson, MN 56044

Monthly Report for February  
2024

Date:03/13/2024

Officer: Chief Karels

<u>Call Type:</u>	<u>Amount of Calls:</u>	<u>Year to date calls:</u>
Assist Public	25	0
Animal Complaints	11	0
Assist Other Agency (AOA)	10	0
Arrests	2	0
Domestic	5	0
Ordinance Violations	8	0
Traffic Citations	2	0
Traffic Warnings	18	0
Directed Patrol	91	0
Information only	2	

### Speed enforcement areas:

- North Fifth Street
- Main Street
- South Fifth Street

### Serious Incidents:

1. Arrest for a warrant.
2. Arrest for a Domestic
3. Burglary of a Firearm
4. Theft of a boat
5. Alarm Call
6. 2- Disorderly Conduct Calls
7. New portable radios have arrived.
8. Squad radios 5 weeks out
- 9.



**Henderson, MN**  
**Police Department**

**Mailing: PO Box 125, Henderson, MN 56044**  
**Location: 600 Main St, Henderson, MN 56044**

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Date: 01/26/2024

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*Chief Eric Karels 701 507-479-0603*

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Henderson Police Department New Equipment Proposed Expenditures

- 52454
1. ~~\$41289~~ 2024 Dodge Durango
  2. \$18907.29 EATI Police equipment package
  3. \$985 GRAFIX emblems
  4. \$ 32820 APHA Wireless/Motorola Radios
  5. \$35270 LensLock 4 Body worn cameras ,2 in car camera , software support and accessories
  6. \$11522 AXON 2- TAZER10
  7. \$3539 Stalker Radar
  8. \$3485.74 Panasonic Toughbook
  9. \$850 2- Alco-sensor FST Portable breath tester

\$160,000

Date

# Purchaser

Dodge of Burnsville  
12101 Hwy 35W South  
Todd Prissel  
tprissel@dodgeofburnsveille.com  
952-767-2702

State Contract # 184131 Release # A-174(5)

Allow TBD weeks for delivery from order date

Order Cutoff TBD

## 2024 Durango Pursuit AWD V8 WDEE75 22Z Package

Note: Please select options

### Options

Base Vehicle Contract Price

\$ 41,289.00

<b>Functional Packages:</b>		<b>Copy and Paste Price to add options</b>	
Technology Group	ADG	\$ 2,511.00	\$ 2,511.00
Skid Plate Group	ADL	\$ 316.00	\$ 316.00
18X8.0 Painted Aluminum Wheels	WP1	\$ 369.00	
<b>Additional Features</b>			
Floor Carpet	CKD	\$ 136.00	
Full Length Floor Console	CUF	\$ 316.00	
Police Floor Console	CUG	\$ 891.00	\$ 891.00
Deactivate Rear Doors/Windows	CW6	\$ 81.00	
Entire Fleet Alike Key (FREQ 2)	GXA	\$ 316.00	
Entire Fleet Alike Key (FREQ 3)	GXE	\$ 316.00	
Entire Fleet Alike Key (FREQ 1)	GXF	\$ 316.00	
Entire Fleet Alike Key (FREQ 4)	GXG	\$ 316.00	
Power Liftgate	JRC	\$ 415.00	
Black Right LED Spot Lamp	LNA	\$ 549.00	
Black Left LED Spot Lamp	LNF	\$ 575.00	\$ 575.00
Security Alarm	LSA	\$ 162.00	
Delete Liftgate Badge	MT8	\$ -	X
Uconnect 5 Nav w 10.1" Display (USA)	UBN	\$ 986.00	\$ 986.00
Passenger Side Ballistic Door Panel	XDG	\$ 2,439.00	\$ 2,439.00
Driver Side Ballistic Door Panel	XDV	\$ 2,547.00	\$ 2,547.00
<b>Seat Options</b>			
Cloth Bucket Seats W/Rear Vinyl/Black	A7X9	\$ 136.00	
Cloth Bucket Seats w/ Shift Insert/Black	C5X9	\$ -	X
<b>Color Options</b>			
Baltic Grey Metallic Clear Coat	PAS	\$ 356.00	
Blu By You Clear Coat	PBU	\$ 540.00	
DB Black Clear Coat	PXJ	\$ -	X
Destroyer Grey Clear Coat	PDN	\$ 356.00	
Ember Pearl Coat	PHC	\$ 356.00	
Frostbite Pear Coat	PCA	\$ 356.00	
Michigan State Police Blue	P79	\$ 540.00	
Midnight Sky	PCQ	\$ 356.00	

Date

# Purchaser

Dodge of Burnsville  
12101 Hwy 35W South  
Todd Prissel  
geofburnsveille.com  
952-767-2702

Octane Red Pearl Coat	PRV	\$ 356.00	
Silver Metallic Clear Coat	PSE	\$ 356.00	
White Knuckle Clear Coat	PW7	\$ -	
<b>Dealer Installed Options</b>			
Engine Block Heater	DBH	\$ 325.00	
Extra OEM Key	EOK	\$ 240.00	\$ 240.00
3 Lock Remote Start	DRS	\$ 660.00	\$ 660.00
<b>Total Delivered Price with options Per Contract</b>			<b>\$ 52,454.00</b>

**Dodge Of Burnsville**

12101 Hwy 35W South  
Burnsville MN 55337  
Todd Prissel  
tprissel2dodgeofburnsville.co  
**952-767-2702**



**LENSLOCK**

**LensLock Inc.**  
"Securing Trust - One Incident at a Time"  
13125 Danielson St., Suite 112  
Poway, CA 92064 - U.S.A.  
Toll Free - 888-538-0589  
www.LensLock.com

Issued: February 29, 2024  
Proposal Valid for 90 Days  
Proposal Num: 2024-859-0001

Services: BWC+ICS  
Payment Due: Net 30  
Length of Service: 60 Months  
Start Date: May 1, 2024

**SALES REPRESENTATIVE:**  
Add Name: Steve Doble  
Phone: 612-306-8241  
Email: [SJD@LensLock.com](mailto:SJD@LensLock.com)

SHIP TO:  
Henderson Police Department  
Chief Eric Karels  
600 Main St.  
Henderson, MN 56044  
Customer ID # TBD

**Year 1**

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST
2	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - Full Time	\$999.00	\$1,998.00
1	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - Part Time	\$799.00	\$799.00
1	Gen 12.5 Body Worn Camera Service - UNLIMITED Data Plan - Admin	\$0.00	\$0.00
4	New Body Worn Cameras Every 30 Months	\$0.00	INCLUDED
0	Bluetooth Holster Trigger - Taser (Optional)	\$179.00	\$0.00
0	Bluetooth Holster Trigger - Firearm (Optional)	\$179.00	\$0.00
2	Hawk 6 In-Car Video Service - UNLIMITED Data Plan - Patrol	\$1,999.00	\$3,998.00
2	Bluetooth Integrated Technology System (BITS)	\$99.00	INCLUDED
0	LensLock Pro-Grade Installation - One-Time Fee	\$0.00	\$0.00
2	60-Month Hardware Guarantee	\$0.00	INCLUDED
1	Software & Database Maintenance Fee - Annual Fee	\$495.00	\$0.00
1	On-Site Implementation & Training Fee - One-Time Fee	\$1,895.00	\$1,295.00
Unlimited	CAD Integration	\$0.00	INCLUDED
Unlimited	Migration & Hosting of Legacy Data	\$0.00	INCLUDED
Unlimited	LensLock FBI-CJIS Redaction Services	\$0.00	INCLUDED
Unlimited	24/7/365 Premier Customer Support	\$0.00	INCLUDED
Unlimited	LensLock Evidence Management Software Access	\$0.00	INCLUDED
Unlimited	District Attorney & Defense Based Software Licenses	\$0.00	INCLUDED
Unlimited	Shipping & Handling Fees	\$0.00	INCLUDED
		<b>SUBTOTAL:</b>	<b>\$8,090.00</b>
<b>Included Accessories:</b>		Magnet, MOLLE, Alligator Clip with Each Camera. (1) DS8 Transfer Station	
<b>Additional Notes:</b>		1st Year = \$8,090.00, Years 2-5 = \$6,795 for a total of \$35,270.00	
<b>Tax Exempt:</b>		If yes, please provide copy of tax exempt form along with signed agreement	
		<b>SALES TAX</b>	<b>\$0.00</b>
		<b>0.00%</b>	
		<b>YEAR 1 TOTAL:</b>	<b>\$8,090.00</b>

**Summary of 5-Year Payments**

	Payment	Amount
Year 1:	May 1, 2024	\$35,270.00
Year 2:	May 2, 2025	\$0.00
Year 3:	May 2, 2026	\$0.00
Year 4:	May 2, 2027	\$0.00
Year 5:	May 1, 2028	\$0.00
<b>Grand Total</b>		<b>\$35,270.00</b>

Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-542200-45315.893CS

Issued: 01/24/2024

Quote Expiration: 03/15/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 326218

Payment Terms: N30

Delivery Method:



SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
HENDERSON POLICE DEPT. PO Box 125 Henderson, MN 56044-0125 USA	HENDERSON POLICE DEPT. PO Box 125 Henderson MN 56044-0125 USA Email:	Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Eric Karels Phone: (507) 248-3591 Email: ekarels@hendersonpd@mediacombb.net Fax: (507) 248-3235

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$11,522.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$11,522.48</b>

**Discount Summary**

Average Savings Per Year	\$1,571.94
<b>TOTAL SAVINGS</b>	<b>\$7,859.72</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Jun 2024	\$2,127.37	\$0.00	\$2,127.37
Jun 2025	\$2,212.46	\$0.00	\$2,212.46
Jun 2026	\$2,300.95	\$0.00	\$2,300.95
Jun 2027	\$2,392.99	\$0.00	\$2,392.99
Jun 2028	\$2,488.71	\$0.00	\$2,488.71
<b>Total</b>	<b>\$11,522.48</b>	<b>\$0.00</b>	<b>\$11,522.48</b>

Quote Unbundled Price: \$19,382.20  
 Quote List Price: \$11,522.20  
 Quote Subtotal: \$11,522.48

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00010	BUNDLE - TASER 10 CERTIFICATION	2	60	\$138.54	\$81.24	\$81.25	\$9,749.43	\$0.00	\$9,749.43
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	1	60	\$44.57	\$28.17	\$28.16	\$1,689.85	\$0.00	\$1,689.85
<b>A la Carte Hardware</b>									
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	1			\$83.20	\$83.20	\$83.20	\$0.00	\$83.20
<b>Total</b>							<b>\$11,522.48</b>	<b>\$0.00</b>	<b>\$11,522.48</b>

## Delivery Schedule

### Hardware

Item	Description	QTY	Estimated Delivery Date
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	06/01/2024
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	06/01/2024
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	06/01/2024
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	06/01/2024
100396	AXON TASER 10 - MAGAZINE - INERT RED	2	06/01/2024
100399	AXON TASER 10 - CARTRIDGE - LIVE	40	06/01/2024
100400	AXON TASER 10 - CARTRIDGE - HALT	20	06/01/2024
100401	AXON TASER 10 - CARTRIDGE - INERT	20	06/01/2024
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	2	06/01/2024
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	06/01/2024
20018	AXON TASER - BATTERY PACK - TACTICAL	2	06/01/2024
20018	AXON TASER - BATTERY PACK - TACTICAL	1	06/01/2024
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	06/01/2024
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	06/01/2024
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	06/01/2024
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	06/01/2024
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	06/01/2024
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2024
100400	AXON TASER 10 - CARTRIDGE - HALT	10	06/01/2024
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	1	06/01/2024
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2025
100400	AXON TASER 10 - CARTRIDGE - HALT	20	06/01/2025
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2025
100400	AXON TASER 10 - CARTRIDGE - HALT	10	06/01/2025
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2026
100400	AXON TASER 10 - CARTRIDGE - HALT	20	06/01/2026
100400	AXON TASER 10 - CARTRIDGE - HALT	10	06/01/2027
100400	AXON TASER 10 - CARTRIDGE - HALT	10	06/01/2027
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2028
100400	AXON TASER 10 - CARTRIDGE - HALT	20	06/01/2028
100399	AXON TASER 10 - CARTRIDGE - LIVE	10	06/01/2028
100400	AXON TASER 10 - CARTRIDGE - HALT	10	06/01/2028

### Software

Item	Description	QTY	Estimated Start Date	Estimated End Date
101180	AXON TASER - DATA SCIENCE PROGRAM	2	07/01/2024	06/30/2029
20248	AXON TASER - EVIDENCE.COM LICENSE	2	07/01/2024	06/30/2029
20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/01/2024	06/30/2029
101180	AXON TASER - DATA SCIENCE PROGRAM	1	07/01/2024	06/30/2029
20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/01/2024	06/30/2029



**Services**

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	2
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	2
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	06/01/2025	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	06/01/2025	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	06/01/2025	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	06/01/2025	06/30/2029



Building a Better World  
for All of Us<sup>®</sup>

## MEMORANDUM

TO: Mayor and City Council  
Tim Pautsch, City Administrator

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

DATE: March 13, 2024

RE: Street and Utility Project Update

### 2023/2024 PROJECT UPDATE

Hjerpe Contracting still anticipates starting around April 1<sup>st</sup> to April 8<sup>th</sup>, depending on weather. Temporary water is the first item required and freezing overnight conditions can still occur. The spring preconstruction meeting will be held on March 25<sup>th</sup> at 10am and a better schedule provided at that time. The Contractor's schedule will depend on work by other projects, primarily TH93.

An updated cost estimate and concept drawing is provided. The Contractor indicated they would complete the improvement using "as-bid" unit pricing but would need to confirm with the concrete contractor on pricing. An updated cost estimate for this work is provided and is estimated at approximately \$278,000 (construction) with an additional \$25,000 for sidewalk if desired. This cost is higher than provided previously, mostly due to storm sewer (\$27,000) and larger water main (8") than was initially estimated, plus a more refined layout. Engineering is estimated at \$10,000 for final design included updated construction drawings. Construction costs are expected to fit within the existing project budget as work will occur concurrently with the rest of the project.

The concept layout as shown depicts a 24-ft road to replace the existing Beverly Lane on the east side of Hilltop Street intersecting a 32-ft road on the south that would eventually be extended to the west. Note that sanitary sewer connections for the future development should be considered.

If council approves this change order, SEH would begin design immediately so it is available at the preconstruction meeting.

cdk

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

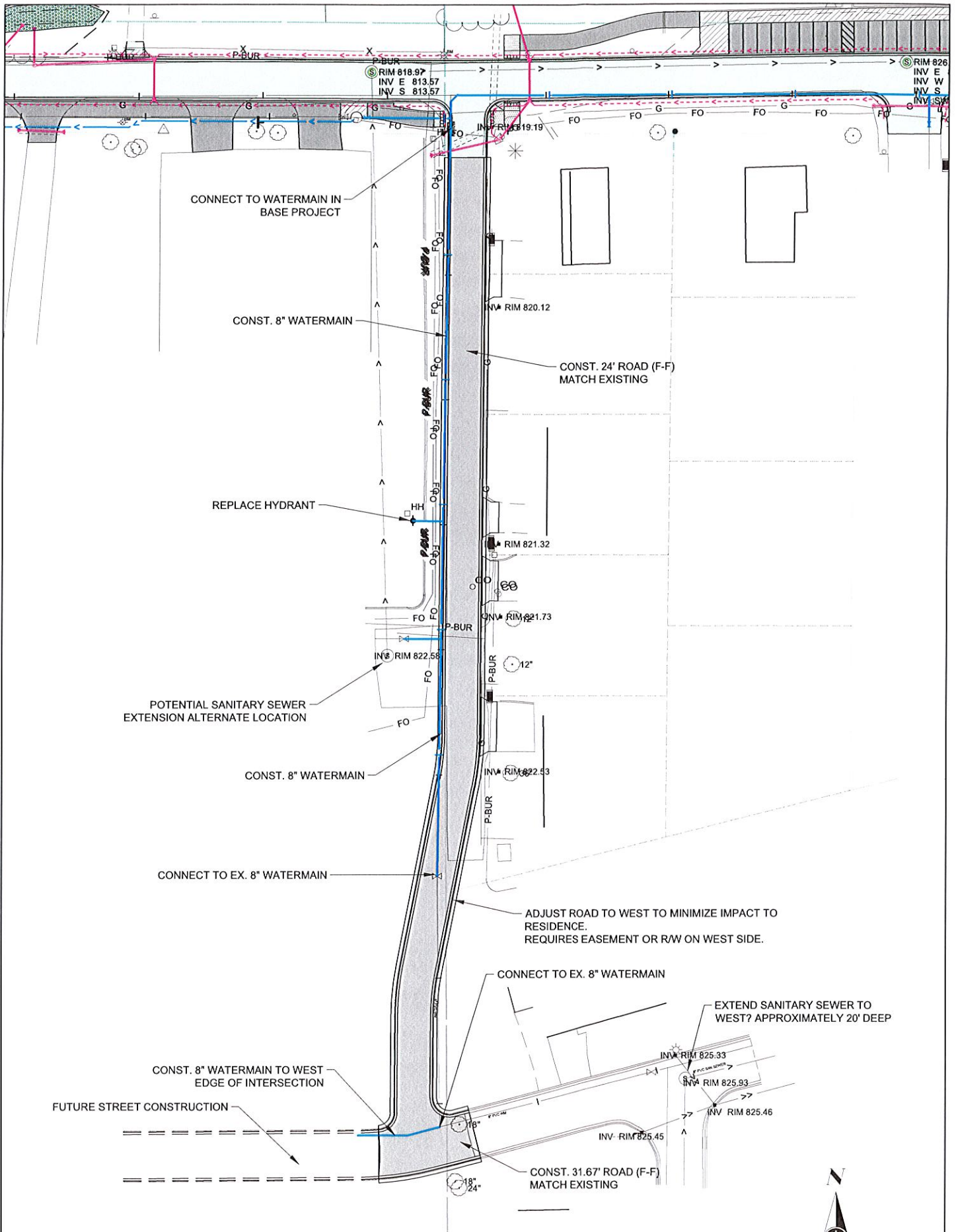
Engineers | Architects | Planners | Scientists

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

Save: 3/13/2024 3:22 PM cknulson Plot: 3/13/2024 3:58 PM X:\F\H\HENDE171842\5-final-dsgm\51-drawings\10-Civil\cad\dwg\HE 171842 GM beverly.dwg



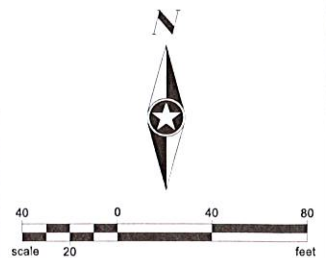
PROJECT NO.  
HENDE171842

DATE:  
3/13/2024

# BEVERLY LANE CONCEPT

## HENDERSON, MN

FIGURE  
NO. 1



Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price
<b>BASE BID</b>					
<b>Street, Curb and Gutter, Drainage Pipe, Sidewalks</b>					
2101.524	CLEARING (12"-28" DIAMETER)	TREE	1.0	\$400.00	\$400.00
2101.524	GRUBBING (12"-28" DIAMETER)	TREE	1.0	\$150.00	\$150.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	10.0	\$3.25	\$32.50
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	80.0	\$2.00	\$160.00
2104.504	REMOVE BITUMINOUS PAVEMENT (P)	SQ YD	1,250.0	\$2.50	\$3,125.00
2105.504	GEOTEXTILE FABRIC, TYPE 5, (NON-WOVEN)	SQ YD	2,230.0	\$2.20	\$4,906.00
2106.507	EXCAVATION-COMMON (EV) (P)	CU YD	1,485.0	\$19.65	\$29,180.25
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	740.0	\$26.25	\$19,425.00
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	495.0	\$38.00	\$18,810.00
2118.509	AGG SURFACING, CLASS 5 (DRIVEWAYS, 100% CRUSHED LIMESTONE)	TON	20.0	\$30.00	\$600.00
2118.509	TEMPORARY AGGREGATE SURFACING	TON	40.0	\$10.00	\$400.00
2123.510	INVESTIGATIVE EXPLORATION	HOUR	2.0	\$200.00	\$400.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	2.0	\$119.00	\$238.00
2130.523	WATER (DUST CONTROL)	M GALLON	2.0	\$65.00	\$130.00
2302.502	DRILL AND GROUT REINFORCEMENT BARS	EACH	4.0	\$14.50	\$58.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	120.0	\$6.00	\$720.00
2360.504	TYPE SP 9.5 WEARING COURSE MIX (2,B)(SPWEA230B) (TRAIL & DRIVEWAYS)	SY	25.0	\$27.75	\$693.75
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,B) (SPNWB230B)	TON	243.2	\$84.00	\$20,428.80
2360.509	TYPE SP 9.5 WEAR COURSE MIX (3,C) (SPWEA340C)	TON	145.9	\$88.00	\$12,840.96
2502.503	4" PERF PVC PIPE DRAIN W/GEOTEXTILE WRAP AND GRANULAR BEDDING	LIN FT	1,350.0	\$11.85	\$15,997.50
2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	2.0	\$170.00	\$340.00
2502.602	CONNECT TO EXISTING PIPE DRAIN	EACH	2.0	\$115.00	\$230.00
2531.503	CONCRETE CURB & GUTTER, DESIGN B618	LIN FT	1,350.0	\$19.70	\$26,595.00
2531.504	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	65.0	\$90.25	\$5,866.25
2564.518	SIGN PANELS TYPE C	SQ FT	10.0	\$60.00	\$600.00
2573.502	STABILIZED CONSTRUCTION ENTRANCE	EACH	1.0	\$250.00	\$250.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	2.0	\$120.00	\$240.00
2573.503	SEDIMENT CONTROL LOG TYPE ROCK	LIN FT	40.0	\$6.00	\$240.00
2574.507	BOULEVARD TOPSOIL BORROW (CV)	CU YD	150.0	\$29.00	\$4,350.00
2575.504	OVER-SEEDING	SQ YD	750.0	\$1.45	\$1,087.50
2575.504	WEED SPRAYING	SQ YD	3,000.0	\$0.25	\$750.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 20 (NATURAL NETTING)	SQ YD	450.0	\$1.65	\$742.50
2575.523	WATER (TURF RESTORATION)	M GALLON	20.0	\$55.00	\$1,100.00
2575.604	TURF ESTABLISHMENT (PERMANENT)	SQ YD	3,000.0	\$1.45	\$4,350.00
<b>Street, Curb and Gutter, Drainage Pipe, Sidewalks Subtotal</b>					<b>\$175,437.01</b>
<b>Storm Sewer</b>					
2502.602	LAWN SUMP CATCH BASIN (TOTAL UNIT)	EACH	4.0	\$480.00	\$1,920.00
2503.503	15" PIPE SEWER	LIN FT	300.0	\$53.00	\$15,900.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	4.0	\$550.00	\$2,200.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE SPECIAL (TYPE 477)	LIN FT	8.0	\$590.00	\$4,720.00
2506.502	CASTING ASSEMBLY (STORM)	EACH	3.0	\$725.00	\$2,175.00
<b>Storm Sewer Subtotal</b>					<b>\$26,915.00</b>
<b>Shared Storm, Sanitary &amp; Water Related Items</b>					
2105.609	CRUSHED ROCK (PIPE FOUNDATION) MNDOT 3149.2G2	TON	10.0	\$0.01	\$0.10
2123.510	EXPLORATORY EXCAVATION	HOUR	2.0	\$200.00	\$400.00
<b>Shared Storm, Sanitary &amp; Water Related Items Subtotal</b>					<b>\$400.10</b>
<b>Water Main</b>					
2104.502	REMOVE GATE VALVE	EACH	1.0	\$195.00	\$195.00
2104.502	REMOVE HYDRANT	EACH	1.0	\$735.00	\$735.00
2104.503	REMOVE OR ABANDON 4" WATERMAIN	LIN FT	520.0	\$1.50	\$780.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.0	\$1,500.00	\$1,500.00
2504.602	CONNECT TO EXISTING WATER MAIN (6", 8" & 10")	EACH	1.0	\$2,635.00	\$2,635.00
2504.602	HYDRANT SYSTEM	EACH	1.0	\$6,850.00	\$6,850.00
2504.602	6" GATE VALVE & BOX	EACH	1.0	\$2,405.00	\$2,405.00
2504.602	8" GATE VALVE & BOX	EACH	1.0	\$3,500.00	\$3,500.00
2504.602	1" CORPORATION STOP WITH SADDLE	EACH	4.0	\$1,250.00	\$5,000.00
2504.602	1" CURB STOP & BOX	EACH	4.0	\$750.00	\$3,000.00
2504.603	1" OR 2" SERVICE PIPE, TYPE COPPER PIPE W/TRACER WIRE	LIN FT	160.0	\$20.00	\$3,200.00
2504.603	6" DIP WATER MAIN	LIN FT	40.0	\$60.00	\$2,400.00
2504.603	8" DIP WATER MAIN	LIN FT	520.0	\$80.00	\$41,600.00
2504.608	WATER MAIN FITTINGS	POUND	150.0	\$12.50	\$1,875.00
<b>Water Main Subtotal</b>					<b>\$75,480.00</b>
<b>TOTAL ESTIMATED CHANGE ORDER (CONSTRUCTION COST)</b>					<b>\$278,232.11</b>

Date: March 5, 2024

Lon Berberich  
City Administrator  
600 Main Street, P.O. Box 433  
Henderson, MN 56044

RE: Coop. Const. Agree. No. 1055028  
City of Henderson  
S.P. 7212-21 (T.H. 93=259)  
Fed. Proj. STBG 7224(009)  
City cost for levee, sidewalk, and utility construction by the State on T.H. 93.

Dear Lon Berberich:

Transmitted herewith for the City's use and retention, is a fully executed copy of the subject agreement between the City and this department.

The State has recomputed the City's cost share for this contract using the low bid unit prices of S.M. Hentges and Sons, Inc., to whom this construction contract has been awarded.

The City's cost share as recomputed, increased from the preliminary estimate of \$131,788.96 to the revised estimate of \$167,227.14.

An invoice in the amount of **\$167,227.14** will be forwarded to the City in a few days, and it is requested that payment be made accordingly.

Sincerely,

**Malaki Ruranika**

Digitally signed by Malaki  
Ruranika  
Date: 2024.03.07 14:17:54  
-06'00'

Malaki Ruranika  
Cooperative Agreements Engineer

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF HENDERSON  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (S.P.):	7212-21	Estimated Amount Receivable
Trunk Highway Number (T.H.):	93=259	<u>\$131,788.96</u>
Federal Project Number:	STBG 7224(009)	
Lighting System Feed Point "A":	"City"	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Henderson acting through its City Council ("City").

**Recitals**

1. The State will perform grading, bituminous surfacing, ADA improvement, lighting, Bridge No. 72016, No. 72017, No. 72X06, No. 72J88 construction and other associated construction upon, along, and adjacent to T.H. 93 from 220 feet north of T.H. 169 to 0.25 miles south of T.H. 19 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 7212-21 (T.H. 93=259) ("Project"); and
2. The City has requested the State include in its Project sidewalk and utility construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the levee and utility construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the levee, sidewalk, and utility construction and associated State-performed construction engineering; and
5. The eligible City participation construction will be reduced by the amount of General Obligation Bonds ("GO Bonds") received for said construction; and
6. A separate agreement between the State and Sibley County will address Project detours; and
7. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

- 1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
  - 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
  - 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; 15. State Bond Financed Property Restrictions; and 16. Force Majeure.
  - 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 7212-21 (T.H. 93=259) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
  - 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement. Exhibit A – State Bond Financed Property Certification is attached and incorporated into this Agreement.
2. **Construction by the State**
- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
  - 2.2. **Direction, Supervision, and Inspection of Construction.**
    - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
    - B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the levee and utility construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, control of materials, survey and staking, and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
      - i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the levee and utility construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
      - ii. **Final Inspection of Construction.** Upon completion of the levee and utility construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's

recommendations, whether or not the construction has been properly performed and whether to accept or reject it.

- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

**2.3. Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

**2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

**2.5. Permits.**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

**2.6. Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

**3. Maintenance by the City**

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Parking Lanes.** Maintenance of T.H. 93 parking lanes. Maintenance includes, but is not limited to, snow, ice, and debris removal and any other maintenance activities according to accepted City maintenance practices.



- 3.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.3. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.4. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.5. Lighting.** Maintenance and ownership of any Feed Point "A" lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 3.6. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.
- 4. Basis of City Cost**
- 4.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
- A. \$2,852.00 is the City's lump sum cost for sidewalk construction as shown on Sheet No. 1 of the Preliminary Schedule "I".
- B. 100 Percent will be the City's rate of cost participation in all of the utility construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- C. 100 Percent, up to the capped amount, will be the City's GO Bond rate of cost participation in all of the levee construction. The estimated amount of capped GO Bond funds available for levee construction is

\$1,250,000.00 and the cap may be modified at the time of award. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 through No. 4 on the Preliminary Schedule "I".

**4.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 3 percent of the total City utility participation construction covered under Article 4.2.B. The City will pay a construction engineering charge equal to 8 percent of the City participation construction covered under Article 4.2.A. of this Agreement.

**4.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

**4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 5. City Cost and Payment by the City

**5.1. City Cost.** \$131,788.96 is the City's estimated share of the costs of the contract construction and the construction engineering cost share, minus anticipated GO Bond funds, as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**5.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, minus anticipated GO Bond funds, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

**5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

**5.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and successful transfer of the GO Bond funds, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

### 6.2. The City's Authorized Representative will be:

Name, Title: Lon Berberich, City Administrator (or successor)  
Address: 600 Main Street, P.O. Box 433, Henderson, MN 56044  
Telephone: (507) 248-3234  
E-Mail: chenderson165@mchsi.com

## 7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City, except for responsibilities outlined in Agreement No. 1055449. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## 9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**11. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**12. Telecommunications Certification**

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

**13. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**14.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

**15. State Bond Financed Property Restrictions**

**15.1. *MMB Certification.*** Upon execution of this Agreement, the City will complete and file the certification form that is attached to this agreement as Exhibit A with the Commissioner of Management and Budget ("MMB").

The portions of the Project that are funded by State of Minnesota general obligation bonds, are not needed for the trunk highway, and are therefore not part of the State's trunk highway system. The City and the State acknowledge that due to the use of the general obligation bonds to fund the Project, the Commissioner of Minnesota Management and Budget has certain rights in the Project as set forth in that certain Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financed Property executed by the Commissioner of Minnesota Management and Budget and dated July

30, 2012, as amended. MMB's interest under the certification form that is attached to this agreement as Exhibit A extends for 37.5 years, as measured from the date of substantial completion of the Project. City will own the non-trunk highway portions of the Project within the Area as the Road Authority pursuant to Minnesota Statutes Chapter 160.

**16. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF HENDERSON**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Keith Swanson

Title: Mayor

Date: 12/29/2023

By: Low Berkeley

Title: City Administrator

Date: 12/29/2023

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: Greg Ous Digitally signed by Greg Ous  
Date: 2024.01.26 12:05:30 -06'00'  
(District Engineer)

Date: \_\_\_\_\_

Approved: Tom Styrbicki Digitally signed by Tom Styrbicki  
Date: 2024.01.26 12:58:41 -06'00'

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: Ryan Gaulke Digitally signed by Ryan Gaulke  
(With Delegation Authority) Date: 2024.01.29 14:18:47 -06'00'

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

Agreement No. 1055028

City of Henderson

SP 7212-21 (TH 93=259)

Preliminary: November 22, 2023

Fed. Proj. STBG 7224(009)

Grading, bituminous surfacing, ADA improvement, lighting, Bridge No. 72016, No. 72017, No. 72X06, and No. 72J88 construction to start approximately March 2024 under State Contract No. \_\_\_\_\_ with

located on T.H. 93 from 220 feet north of T.H. 169 to 0.25 miles south of T.H. 19

**CITY COST PARTICIPATION**

	Totals
SP 7212-21 Utilities (From Sheet No. 2)	124,960.00
Construction Engineering (3%)	3,748.80
Utility Subtotal	\$128,708.80
Sidewalk (hump sum) (City cost)	2,852.00
Construction Engineering (8%)	228.16
Sidewalk Subtotal	-\$3,080.16
SP 7212-21 Levee GO Bond (From Sheet No. 4)	1,250,000.00
Levee Subtotal	\$1,250,000.00
Total City Obligation	\$1,381,788.96
Anticipated GO Bond Funds	(\$1,250,000.00)
<b>(1) Total City Cost</b>	<b>\$131,788.96</b>

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

ITEM NUMBER	SP 7212-21 UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.01	500,000.00	5,000.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.01	15,000.00	150.00
2104.502	SALVAGE LIGHTING UNIT	EACH	1.00	500.00	500.00
2104.503	REMOVE WATER MAIN	LN FT	18.00	12.00	216.00
2104.603	ABANDON WATER MAIN	LN FT	822.00	12.00	9,864.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2.00	2,500.00	5,000.00
2504.602	6" GATE VALVE AND BOX	EACH	2.00	2,500.00	5,000.00
2504.603	6" PVC WATERMAIN	LN FT	162.00	70.00	11,340.00
2504.603	6" PVC WATERMAIN (DIRECTIONAL DRILLED)	LN FT	392.00	75.00	29,400.00
2504.603	16" STEEL CASING PIPE	LN FT	140.00	250.00	35,000.00
2504.608	WATERMAIN FITTINGS	POUND	240.00	16.00	3,840.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	4.00	3,500.00	14,000.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	4.00	1,100.00	4,400.00
2545.602	INSTALL LIGHTING UNIT	EACH	1.00	750.00	750.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	50,000.00	500.00
				TOTAL	\$124,960.00
	(1) 100% CITY	\$124,960.00			



(2) 100% GO BOND (capped), balance 100% STATE

(P) = PLAN QUANTITY

1055028

ITEM NUMBER	SP 7212-21 LEVEE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.05	500,000.00	25,000.00
2031.502	COMBINATION FIELD LABORATORY-OFFICE	EACH	0.05	15,000.00	750.00
2104.502	REMOVE CONCRETE BOX CULVERT END SECTION	EACH	2.00	2,000.00	4,000.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	3.00	500.00	1,500.00
2104.503	REMOVE SEWER PIPE (STORM)	LN FT	169.00	16.50	2,788.50
2104.503	REMOVE CONCRETE BOX CULVERT	LN FT	83.00	150.00	12,450.00
2104.601	REMOVE MISCELLANEOUS STRUCTURES	LUMP SUM	1.00	15,000.00	15,000.00
2106.507	EXCAVATION - COMMON (P)	CU YD	4,805.00	3.50	16,817.50
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	222.00	12.00	2,664.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	4,643.00	3.00	13,929.00
2106.602	PIEZOMETER	EACH	1.00	3,000.00	3,000.00
2106.602	SETTLEMENT PLATES	EACH	3.00	400.00	1,200.00
2108.504	GEOGRID TYPE 2	SQ YD	2,305.00	3.00	6,915.00
2108.504	GEOTEXTILE FABRIC TYPE 7	SQ YD	1,971.00	3.00	5,913.00
2108.504	GEOTEXTILE FABRIC TYPE 9	SQ YD	438.00	3.00	1,314.00
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	1,139.00	26.00	29,614.00
2211.509	AGGREGATE BASE CLASS 5 MOD	TON	425.00	20.00	8,500.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4.F)	TON	156.00	85.00	13,260.00
2411.507	STRUCTURAL CONCRETE (3B52)	CU YD	90.00	1,770.00	159,300.00
2411.508	REINFORCEMENT BARS	POUND	10,600.00	2.15	22,790.00
2411.618	SPECIAL SURFACE FINISH	SQ FT	900.00	80.00	72,000.00
2412.502	14X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	30,000.00	60,000.00
2412.503	14X6 PRECAST CONCRETE BOX CULVERT	LN FT	108.00	1,600.00	172,800.00
2451.507	GRANULAR BACKFILL (CV)	CU YD	372.00	35.00	13,020.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	33.00	30.00	990.00
2451.607	IMPERVIOUS BACKFILL (CV)	CU YD	4,079.00	60.00	244,740.00
2452.502	PILE ANALYSIS	EACH	1.00	5,000.00	5,000.00
2452.503	C-I-P CONCRETE PILING 8"	LN FT	960.00	30.00	28,800.00
2452.602	STEEL CAP	EACH	60.00	400.00	24,000.00
2452.618	STEEL SHEET PILING	SQ FT	2,838.00	55.00	156,090.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,100.00	1,100.00
2502.503	4" PERF PE PIPE DRAIN	LN FT	318.00	7.00	2,226.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LN FT	107.00	80.00	8,560.00
2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1,000.00	1,000.00

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(2) 100% GO BOND (capped), balance 100% STATE  
 (P) = PLAN QUANTITY

1055028

ITEM NUMBER	SP 7212-21 LEVEL WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	1,200.00	1,200.00
2503.603	VIDEO TAPE PIPE SEWER	LN FT	425.00	3.00	1,275.00
2506.502	CASTING ASSEMBLY	EACH	3.00	1,000.00	3,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	31.40	500.00	15,700.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,200.00	1,200.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	576.00	4.40	2,534.40
2511.504	GEOTEXTILE FILTER TYPE 7	SQ YD	321.00	5.00	1,605.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	566.00	110.00	62,260.00
2511.507	GRANULAR FILTER	CU YD	132.00	70.00	9,240.00
2521.518	4" CONCRETE WALK	SQ FT	1,018.00	6.00	6,108.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LN FT	281.00	24.00	6,744.00
2531.603	CONCRETE SILL	LN FT	140.00	20.00	2,800.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	3.00	60.00	180.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	50,000.00	2,500.00
				TOTAL	\$1,253,377.40
	(2) GO-BOND	\$1,250,000.00	(capped)		
	STATE	\$3,377.40			

**EXHIBIT A**

**BOND FINANCED PROPERTY CERTIFICATION**  
State of Minnesota  
General Obligation Bond Financed Property

The undersigned states that it is or will become the Road Authority pursuant to Minnesota Statutes Chapter 160 for the real property located in the County(ies) of Sibley, State of Minnesota that is illustrated graphically in blue in Attachment 1 attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to that certain Fourth Order Amending Order of Commissioner of Finance Relating to Use and Sale of State Bond Financed Property executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: 12<sup>th</sup> January 20 24

City of Henderson  
[name of Public Entity grantee], a political  
subdivision of the State of Minnesota

By: [Signature]  
Name: [Signature]  
Title: City Administrator

By: [Signature]  
Name: Keith Swanson  
Title: Mayor

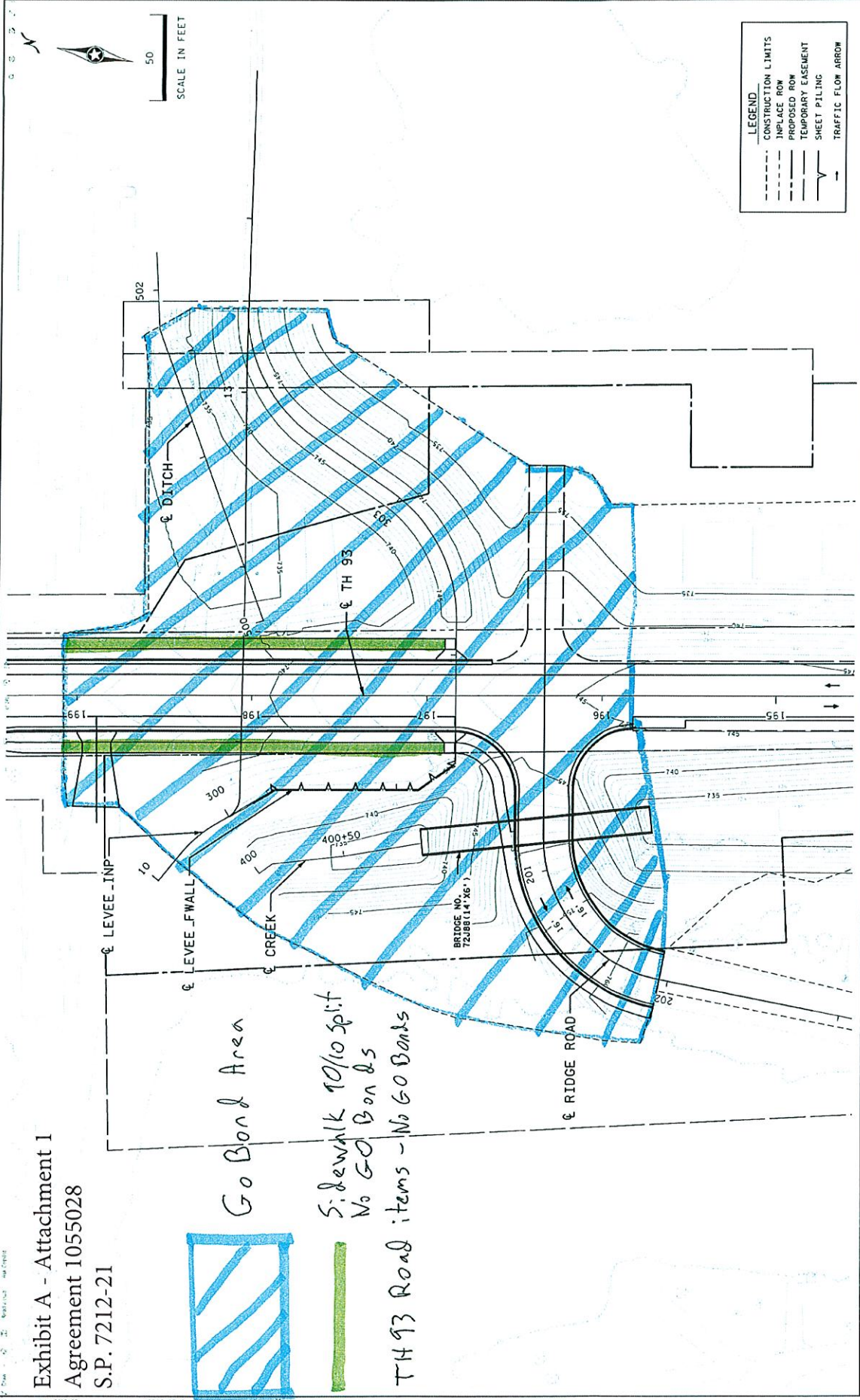
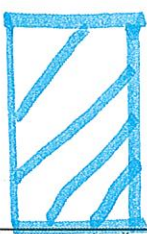


Exhibit A - Attachment 1  
 Agreement 1055028  
 S.P. 7212-21



Go Bond Area



S: Sewalk 10/10 Split  
 No GO Bonds

TH 93 Road items - No GO Bonds

DESIGN TEAM		FILE NO. 13	
DRAWN BY: MRB	CHECKED BY: LJJ	REVISIONS	19
DESIGNER: LJJ	DATE		
NO.	BY	DATE	
CITY OF HENDERSON LEVEE REALIGNMENT		GRADING PLAN	
S.P. 7212-21 (TH 93)		LEVEE NEAR TH93	
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE SEAL AND CERTIFICATE OF THE STATE OF MISSISSIPPI. Lic. No. 51113 Prepared by: LUKE J. JOHNSON Date: 08/22/2023		Made: 08/22/2023 30% NORTH CENTER DR. S.T. PALM, MS 39208	

**CITY OF HENDERSON**

**RESOLUTION 2023-25**

IT IS RESOLVED that the City of Henderson enter into MnDOT Agreement No. 1055028 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility and sidewalk construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 93 from 220 feet north of T.H. 169 to 0.25 miles south of T.H. 19 within the corporate City limits under State Project No. 7212-21 (T.H. 93=259).

IT IS FURTHER RESOLVED that the Mayor and the City Administrator  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

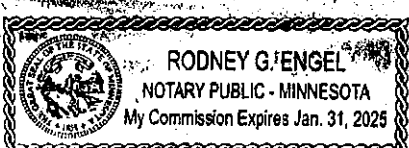
**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Henderson at an authorized meeting held on the 20th day of December, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this  
29th day of December, 2023

Notary Public Rodney G. Engel

My Commission Expires 1-31, 2025



[Signature]  
(Signature)

Low Berberich  
(Type or Print Name)

City Administrator  
(Title)

**REVISED SCHEDULE "I"**  
**Agreement No. 1055028**  
**City of Henderson**

SP 7212-21 (TH 93=259) Preliminary: November 22, 2023  
 Fed. Proj. STBG 7224(009) Revised: January 26, 2024

Grading, bituminous surfacing, ADA improvement, lighting, Bridge No. 72016, No. 72017, No. 72X06, and No. 72J88 construction to start approximately March 2024 under State Contract No. 240009 with S.M. Henges and Sons, Inc.  
 located on T.H. 93 from 220 feet north of T.H. 169 to 0.25 miles south of T.H. 19

CITY COST PARTICIPATION	
	Totals
SP 7212-21 Utilities (From Sheet No. 2)	159,366.00
Construction Engineering (3%)	4,780.98
Utility Subtotal	\$164,146.98
Sidewalk (lump sum) (City cost)	2,852.00
Construction Engineering (8%)	228.16
Sidewalk Subtotal	\$3,080.16
SP 7212-21 Levee GO Bond (From Sheet No. 4)	990,183.90
Levee Subtotal	\$990,183.90
Total City Obligation	<b>\$1,157,411.04</b>
Anticipated GO Bond Funds	(\$990,183.90)
<b>(1) Total City Cost</b>	<b>\$167,227.14</b>

(1) Amount of advance payment as described in Article 5 of the Agreement

ITEM NUMBER	UTILITY WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.01	1,507,000.00	15,070.00
2031.502	* COMBINATION FIELD LABORATORY-OFFICE	EACH	0.00	0.00	0.00
2031.502	* FIELD OFFICE	EACH	0.01	120,000.00	1,200.00
2031.502	* FIELD LABORATORY	EACH	0.01	68,000.00	680.00
2104.502	SALVAGE LIGHTING UNIT	EACH	1.00	550.00	550.00
2104.503	REMOVE WATER MAIN	LIN FT	18.00	32.00	576.00
2104.603	ABANDON WATER MAIN	LIN FT	822.00	14.00	11,508.00
2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2.00	1,900.00	3,800.00
2504.602	6" GATE VALVE AND BOX	EACH	2.00	3,250.00	6,500.00
2504.603	6" PVC WATERMAIN	LIN FT	162.00	61.00	9,882.00
2504.603	6" PVC WATERMAIN (DIRECTIONAL DRILLED)	LIN FT	392.00	120.00	47,040.00
2504.603	16" STEEL CASING PIPE	LIN FT	140.00	310.00	43,400.00
2504.608	WATERMAIN FITTINGS	POUND	240.00	27.00	6,480.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	4.00	2,100.00	8,400.00
2506.602	CASTING ASSEMBLY SPECIAL	EACH	4.00	800.00	3,200.00
2545.602	INSTALL LIGHTING UNIT	EACH	1.00	550.00	550.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	53,000.00	530.00
				TOTAL	\$159,366.00
				(1) 100% CITY	\$159,366.00

(2) 100% GO BOND (capped), balance 100% STATE  
(P) = PLAN QUANTITY

\* = ADDENDUM NO. 3

1055028

ITEM NUMBER	SP 7212-21 LEVEL WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.05	1,507,000.00	75,350.00
2031.502	* COMBINATION FIELD LABORATORY-OFFICE	EACH	0.00	0.00	0.00
2031.502	* FIELD OFFICE	EACH	0.05	120,000.00	6,000.00
2031.502	* FIELD LABORATORY	EACH	0.05	68,000.00	3,400.00
2104.502	REMOVE CONCRETE BOX CULVERT END SECTION	EACH	2.00	1,050.00	2,100.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	3.00	450.00	1,350.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	169.00	27.00	4,563.00
2104.503	REMOVE CONCRETE BOX CULVERT	LIN FT	83.00	170.00	14,110.00
2104.601	REMOVE MISCELLANEOUS STRUCTURES	LUMP SUM	1.00	13,500.00	13,500.00
2106.507	EXCAVATION - COMMON	CU YD	4,805.00	4.50	21,622.50
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	222.00	8.75	1,942.50
2106.507	COMMON EMBANKMENT (CV)	CU YD	4,643.00	5.00	23,215.00
2106.602	PIEZOMETER	EACH	1.00	5,500.00	5,500.00
2106.602	SETTLEMENT PLATES	EACH	3.00	580.00	1,740.00
2108.504	GEOGRID TYPE 2	SQ YD	2,305.00	4.10	9,450.50
2108.504	GEOTEXTILE FABRIC TYPE 7	SQ YD	1,971.00	3.00	5,913.00
2108.504	GEOTEXTILE FABRIC TYPE 9	SQ YD	438.00	2.70	1,182.60
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	1,139.00	31.50	35,878.50
2211.509	AGGREGATE BASE CLASS 5 MOD	TON	425.00	19.00	8,075.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	156.00	100.00	15,600.00
2411.507	STRUCTURAL CONCRETE (3B52)	CU YD	90.00	975.00	87,750.00
2411.508	REINFORCEMENT BARS	POUND	10,600.00	1.60	16,960.00
2411.618	SPECIAL SURFACE FINISH	SQ FT	900.00	3.60	3,240.00
2412.502	14X6 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	25,200.00	50,400.00
2412.503	14X6 PRECAST CONCRETE BOX CULVERT	LIN FT	108.00	2,200.00	237,600.00
2451.507	GRANULAR BACKFILL (CV)	CU YD	372.00	25.50	9,486.00
2451.507	FINE AGGREGATE BEDDING (CV)	CU YD	33.00	29.00	957.00
2451.607	IMPERVIOUS BACKFILL (CV)	CU YD	4,079.00	10.00	40,790.00
2452.502	PILE ANALYSIS	EACH	1.00	2,650.00	2,650.00
2452.503	C-I-P CONCRETE PILING 8"	LIN FT	960.00	38.00	36,480.00
2452.602	STEEL CAP	EACH	60.00	300.00	18,000.00
2452.618	STEEL SHEET PILING	SQ FT	2,838.00	43.00	122,034.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,290.00	1,290.00
2502.503	4" PERF PE PIPE DRAIN	LIN FT	318.00	10.00	3,180.00

Data is considered Non-public prior to project award under the  
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.



(2) 100% GO BOND (capped), balance 100% STATE  
 (P) = PLAN QUANTITY

1055028

ITEM NUMBER	SP 7212-21 LEVEE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LN FT	101.00	73.00	7,373.00
2503.602	CONSTRUCT BULKHEAD	EACH	1.00	1,250.00	1,250.00
2503.603	VIDEO TAPE PIPE SEWER	LN FT	425.00	3.30	1,402.50
2506.502	CASTING ASSEMBLY	EACH	3.00	940.00	2,820.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LN FT	33.40	622.00	20,774.80
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,640.00	1,640.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	576.00	2.10	1,209.60
2511.507	RANDOM RIPRAP CLASS III	CU YD	522.00	96.00	50,112.00
2511.507	GRANULAR FILTER	CU YD	187.00	32.00	5,984.00
2521.518	4" CONCRETE WALK	SQ FT	1,018.00	6.30	6,413.40
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LN FT	281.00	19.00	5,339.00
2531.603	CONCRETE SILL	LN FT	140.00	9.50	1,330.00
2554.602	GUIDE POST TYPE SPECIAL	EACH	3.00	192.00	576.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	53,000.00	2,650.00
				TOTAL	\$990,183.90
	(2) GO BOND	\$990,183.90	(capped)		
	STATE	\$0.00			

## RESOLUTION 2024-08

A Resolution to Declare Police Officer Eligibility for the Public Employees Police and Fire Plan

WHEREAS, the policy of the state of Minnesota, as declared in Minnesota Statutes 353.63, is to give special considerations to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivision to request coverage in the Public Employees Police and Fire plan for eligible employees of police or sheriff departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the Henderson City Council, of the City of Henderson hereby declares that the position of police officer, currently held by Jake Schneider, meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of the state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that that this governing body hereby requests that the named employee be accepted as a member of the Public Employees Police and Fire Plan effective from the date of the employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

STATE OF MINNESOTA

COUNTY OF SIBLEY

I, Timothy Pautsch, clerk of the City of Henderson, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 13th day of March 2024; the original of which is on file in this office. I further certify that \_\_\_\_ members voted in favor of this resolution and that \_\_\_\_ members were present and voting.

---

Keith Swenson, Mayor

Attest:

---

Timothy Pautsch, City Clerk

**CITY OF HENDERSON**  
**SIBLEY COUNTY, MINNESOTA**  
**RESOLUTION NO. 2024-09**

**A RESOLUTION ADOPTING TITLE AND BALLOT LANGUAGE PERTAINING TO A LOCAL OPTION SALES TAX AUTHORIZED BY THE MINNESOTA LEGISLATURE.**

WHEREAS, the City Council of the City of Henderson is the official governing body of the City of Henderson, Minnesota (“City”); and

WHEREAS, Minnesota Statutes § 297A.99 provides the City with authority to impose a local sales tax if that tax is approved by a legislative special law and by the voters at a general election; and

WHEREAS, through past City Council Resolution the City Council directed staff to submit a proposal to the Minnesota Legislature to allow the City to propose a one-half of one percent (0.5%) local sales tax to be imposed on the gross receipts from retail sales in the City. Proceeds of the local sales tax were proposed to be used to pay for improvements to Allanson’s Park, Campground, trails, amenities and facilities, along with bonding costs for the same; and

WHEREAS, the Minnesota Legislature and the Governor signed Legislation which authorizes the City to impose by ordinance a sales and use tax one-half of one percent (0.5%) local sales tax to be imposed on the gross receipts from retail sales in the City. Proceeds of the local sales tax were proposed to be used to pay for improvements to Allanson’s Park, Campground, trails, amenities and facilities, along with bonding costs for the same; and

WHEREAS, the Tax expires at the earlier of (1) 15 years after the Tax is first imposed, or (2) when the City Council determines that the amount received from the Tax is sufficient to pay

for the project cost authorized, plus an amount sufficient to pay the costs related to issuance of any bonds authorized under the Legislation, including interest on the bonds; and

WHEREAS, the Legislation required local approval in accordance with Minnesota Statutes § 645.021; the City Council adopted a Resolution approving the Legislation and directing the City Administrator to file the required Certificate, which the City Administrator thereafter filed with the Minnesota Secretary of State; and

WHEREAS, any tax imposed pursuant to this Resolution and authorized by Minnesota Legislature must be approved by the voters of the City of Henderson; and

WHEREAS, the City Council considered ballot language to submit the questions to the qualified voters of the City of Henderson pursuant to Minnesota Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, MINNESOTA,** that based on the foregoing, the following City Ballot Question shall be submitted to the qualified voters of the City of Henderson for adoption or rejection at the 2024 General Election to be held November 5, 2024, the title and language of the question shall be presented as follows:

**0.5% SALES TAX FOR IMPROVEMENTS TO ALLANSON'S PARK, CAMPGROUND, TRAILS, AMENITIES, AND FACILITIES**

**Should the City of Henderson establish a one half of one percent (0.5%) sales tax over the next 15 years to generate \$250,000 to improve Allanson's Park, Campground, Trails, Amenities, and Facilities, and associated bonding costs?**

- **A vote YES means repairs and improvements to Allanson's Park, Campground, Trails, Amenities, and Facilities would be funded through a new one-half of one percent (0.5%) sales tax.**
- **A vote NO means repairs and improvements to Allanson's Park, Campground, Trails, Amenities, and Facilities would not be funded through a new one-half of one percent (0.5%) sales tax.**

BE IT FURTHER RESOLVED, the City Administrator is hereby authorized and directed to take all necessary and expedient steps consistent with the intent of this Resolution and as required by Minnesota Statutes.

Passed and adopted this 13<sup>th</sup> day of March, 2024.

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Keith Swenson-Mayor

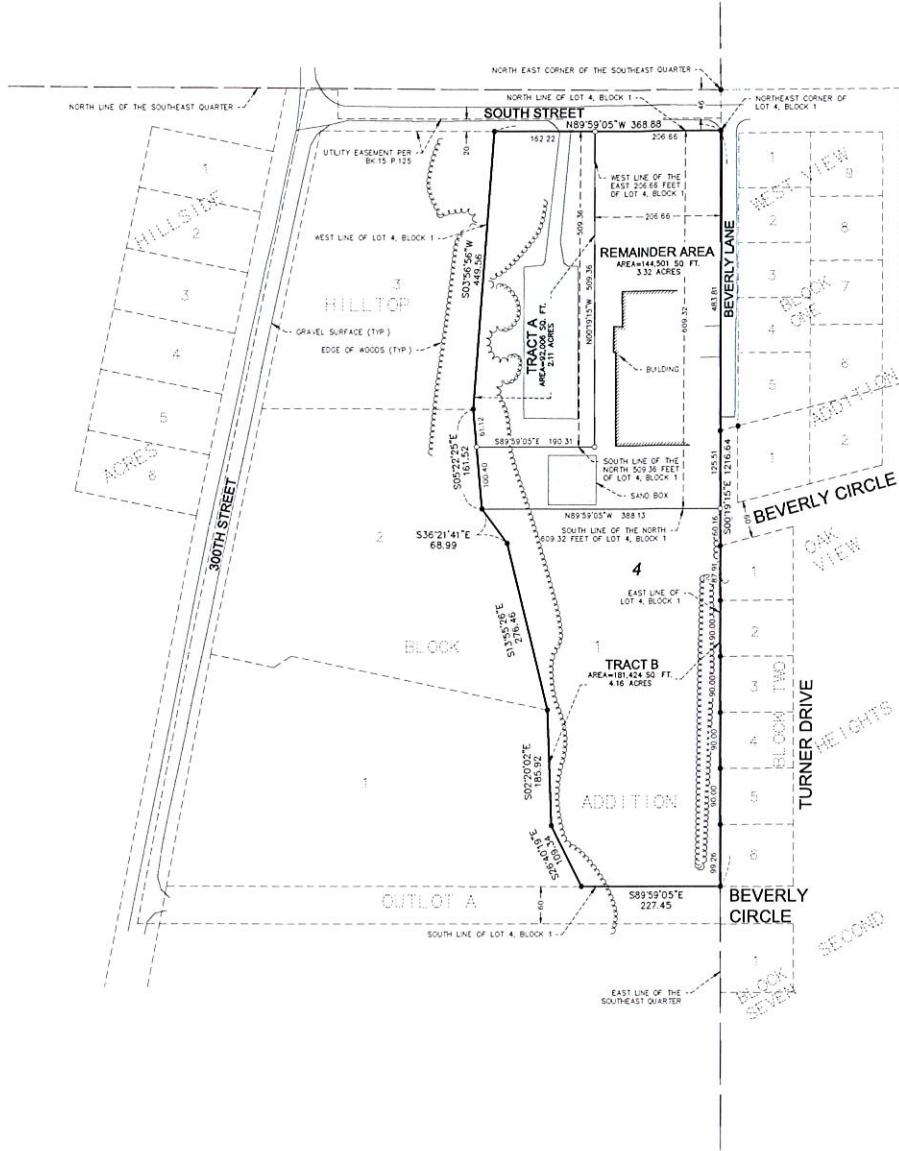
ATTEST:

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Timothy Pautsch-City Administrator

# CERTIFICATE OF SURVEY

PART OF LOT 4, BLOCK 1, HILLTOP ADDITION,  
SECTION 11, TOWNSHIP 112, RANGE 26,  
SIBLEY COUNTY, MINNESOTA



**PROPOSED LEGAL DESCRIPTION FOR TRACT A**

The North 509.36 feet of Lot 4, Block 1, HILLTOP ADDITION, according to the recorded plat thereof on file in the Sibley County, Minnesota Recorder's Office, except the East 206.66 feet thereof.  
Subject to other easements, reservations or restrictions of record, if any.

**PROPOSED LEGAL DESCRIPTION FOR TRACT B**

Lot 4, Block 1, HILLTOP ADDITION, according to the recorded plat thereof on file in the Sibley County, Minnesota Recorder's Office, except the North 509.32 feet thereof.  
Subject to other easements, reservations or restrictions of record, if any.

**SURVEYOR'S NOTES:**

TOTAL PROPERTY AREA SURVEYED = 9.59 ACRES  
THE PID FOR THE SUBJECT PROPERTY IS 35 0328 000.  
THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENTS OR OTHER LIMITING FACTORS NOT SHOWN ON THIS SURVEY WHICH AFFECT THE SUBJECT PROPERTY.  
THE UTILITIES SHOWN ON THIS SURVEY ARE ACCORDING TO VISIBLE EVIDENCE ONLY. WIDSETH ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACIES OF THE LOCATIONS. FURTHER LOCATIONS AND VERIFICATIONS ARE RECOMMENDED BEFORE ANY CONSTRUCTION OR EXCAVATION.



SCALE (IN FEET)  
ORIENTATION OF THIS BEARING SYSTEM IS BASED SIBLEY COUNTY COORDINATE DATUM NAD 83

- DENOTES FOUND IRON MONUMENT
- DENOTES 100 METER BY 100 METER IRON PIPE MONUMENT SET AND MARKED RLS # 41943
- ▭ DENOTES BITUMINOUS SURFACE
- ▨ DENOTES GRAVEL SURFACE

DATE:	AUGUST 17, 2023	DATE:		AMENDMENTS:		BY:		PREPARED FOR:	ISD, #2387
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
DRAWN BY:	ASB								
CHECKED BY:	CMC								
FILE NUMBER:	2023-10951							CHAD M. CONNER	DATE: 12/19/2023 LIC. NO. 41643

WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

## PURCHASE AGREEMENT

1. Date: March 11, 2024
2. Parties:  
Seller: Independent School District #2397  
Buyer: City of Henderson
3. Subject Property:  
Legal Desc. Parcel Identification No. 35.0328.000, actual legal to govern  
  
The North 509.36 feet of Lot 4, Block 1, Hilltop Addition, according to the recorded plat thereof on file in the Sibley County, Minnesota, Recorder's office, except the East 206.66 feet thereof.  
  
Subject to other easements, reservations, or restrictions of record, if any.  
  
Address To be determined
4. Purchase Price: \$1
5. Closing Date: On or before June 1, 2024
6. Deed: At closing, Seller shall deliver a properly executed Warranty Deed, conveying good and marketable title.
7. Examination of Title: Within a reasonable amount of time after acceptance of this Purchase Agreement, Seller shall furnish Buyer, at Buyer's cost, a title commitment for insurance from a title company of seller's choice, certified to date to include proper searches covering bankruptcies, judgments, tax liens and property taxes. Buyer shall have ten business days after receipt of the commitment in which to have Buyer's lawyer examine title to the property and provide Seller with any written Title Objections at Buyer's own expense. Buyer shall be deemed to have waived any Title Objections not made within the ten day period, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory Warranty Deed. If Buyer obtains title insurance, Buyer is not waiving the right to obtain a good and marketable title of record from the Seller.
8. Seller and Buyer agree to pro-rate real estate taxes for 2023 to the date of closing. Neither Seller nor Seller's agent makes any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.
  - (a) BUYER SHALL ASSUME ON DATE OF CLOSING all installments of special assessments levied as of the date of this agreement.
  - (b) BUYER SHALL ASSUME any special assessments pending as of the date of this Purchase Agreement for improvements ordered by an assessing authority. Seller states that Seller has not received any notice of hearing for any public improvement for which the premises may be specially assessed. BUYER SHALL ASSUME any pending assessments issued after the date of this agreement.
9. Title Corrections and Remedies: Sellers shall have 30 days from receipt of Buyer's Title Objections or until the date of closing, whichever is later, to make title marketable. If Notice is given but the appropriate period expires without the title being made marketable, either party may cancel this Purchase Agreement by Notice to other party pursuant to Minn. Stat. Sec. 559.217, Subd. 3 and neither party shall be liable for

damages hereunder to the other, and the earnest money shall be refunded to Buyer; or Buyer may elect to take title subject to some or all of the Title Objections.

10. Other Terms:

- a. Buyer shall pay all closing costs include but not limited to state deed tax, deed preparation fees, resolution preparation fees, its attorney fees, recording fees, and any other closing costs.
- b. Seller shall pay no closing costs save and except its attorney's fees.
- c. Buyer is purchasing the property, which consists solely of vacant land, as is without any warranties or representations whatsoever.
- d. Both parties agree to be bound to the terms of this Purchase Agreement. Should either breach this Agreement, the breaching party shall be liable to the other for any and all costs, Attorney's Fees, and any incidental and consequential damage amounts allowed at law.

(Intentionally left blank)



I agree to purchase the property for the price and under the terms and conditions set forth above.

CITY OF HENDERSON

Seller:

By: Keith Swenson (date)  
Its: Mayor

Seller:

By: Lon Berberich (date)  
Its: City Administrator

I agree to sell the property for the price and under the terms and conditions set forth above.

Independent School District #2397

Buyer:

By: Brigid Tuck-Chair (date)  
Its: President

Buyer:

By: Kelsey Schwartz (date)  
Its: Clerk

CITY OF HENDERSON

SIBLEY COUNTY, MINNESOTA

Resolution No.: 2024-10

WHEREAS, the City Council for the City of Henderson met at its regularly scheduled meeting on March 13, 2024, and discussed the acquisition of a parcel of land from the Independent School District #2397. Said purchase proposal is contained in the attached purchase agreement and includes the real estate in the attached survey legally described as:

The North 509.36 feet of Lot 4, Block 1, Hilltop Addition, according to the recorded plat thereof on file in the Sibley County, Minnesota, Recorder's office, except the East 206.66 feet thereof. Subject to other easements, reservations, or restrictions of record.

WHEREAS, the City Council has discussed the purchase of this real estate and it has identified a specific need for the acquisition of this property. The Council notes that the property would provide a benefit to the residents of the City of Henderson. The proposed purchase of the two parcels is for \$1.

WHEREAS, upon motion made, seconded, and duly passed by majority vote, the City of Henderson has been authorized by its City Council to proceed forward with the purchase of this property by entering into the Purchase Agreement for the same conditioned on a purchase price of \$1 plus ordinary and customary closing costs. The Mayor, City Attorney, and/or City Administrator are authorized to enter into and sign any and all necessary documents to effectuate the transfer of this real estate to the City.

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

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Keith Swenson-Mayor

ATTEST:

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Timothy Pautsch—City Administrator

**Mediacom****chenderson165@mchsi.com**

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**Letter of Resignation 3/31**

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**From :** Crystal Thomas <crystalrosethomas326@gmail.com> Tue, Mar 12, 2024 10:36 AM**Subject :** Letter of Resignation 3/31**To :** chenderson165 <chenderson165@mchsi.com>,  
keithswenson49 <keithswenson49@gmail.com>

Dear Tim, Keith & Council,

As some of you may have heard, I will be moving from Henderson to Belle Plaine to be closer to my son's school and bus route. I begin a new job in April and this move is necessary so that I may work regular hours AND keep my son in the school he loves and is comfortable at. Because of this move, I hereby tender my resignation as a member of Henderson City Council, effective March 31, 2024.

While necessary, the move is bittersweet. I love the community of Henderson and know that I will miss living here and serving my community via my role on City Council. No matter where I've been or where I go, I'll always be a Blakeley/Henderson girl at heart.

It has been a pleasure working with you all and I will be watching all of the news and developments closely over the next few years. I really believe Henderson is on the brink of some big and remarkable things. I wish all of you and all of Henderson the very best.

Please let me know if you need anything further from me at this time.

With love, gratitude and respect,

Crystal Rose Thomas

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**RESOLUTION NO. 2024-11**

**A RESOLUTION ACCEPTING RESIGNATION AND DECLARING A VACANCY.**

**WHEREAS**, the Henderson City Council has received the written resignation of Councilmember Crystal Thomas, effective on March 31, 2024.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, MINNESOTA AS FOLLOWS:

1. The council accepts Crystal Thomas's resignation as described above.

The council declares that a vacancy exists on council effective on April 1, 2024.

Passed by the City Council of Henderson, Minnesota this 13th day of March, 2024.

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

Attested:

\_\_\_\_\_  
Timothy Pautsch, City Clerk



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: CITY OF HENDERSON

Check one:

[X] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

[ ] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: 03/13/2024

Signature:

Position: CITY ADMINISTRATOR

# HENDERSON, MN

03/13/24 12:19 PM

Page 1

## \*Check Summary Register©

10100 Unposted

	Name	Check Date	Check Amt
<b>10100 FIRST STATE BANK</b>			
Unposted	ADVANCED POWER SERVICES	3/13/2024	\$1,745.00
Unposted	BADGER METER INC.	3/13/2024	\$29.26
Unposted	BANYON DATA SYSTEMS	3/13/2024	\$2,883.12
Unposted	BRUCE GUSTOFSON	3/13/2024	\$142.21
Unposted	C. BOEHNE CONSTRUCTION	3/13/2024	\$2,410.00
Unposted	CALIBRATIONS AND CONTROLS	3/13/2024	\$525.00
Unposted	CHRISTIAN, KEOGH, MORAN & K	3/13/2024	\$7,047.92
Unposted	CITY OF LE SUEUR	3/13/2024	\$6,478.90
Unposted	COMPUTER PLUS SOLUTIONS	3/13/2024	\$125.00
Unposted	CONNIE RAU	3/13/2024	\$48.24
Unposted	DANIEL KOSKI	3/13/2024	\$19.47
Unposted	DANIEL R REIMAN	3/13/2024	\$86.48
Unposted	DELTA DENTAL	3/13/2024	\$115.26
Unposted	DIANE FRAUENDIENST	3/13/2024	\$97.82
Unposted	ERIC KARELS	3/13/2024	\$22.00
Unposted	GERALD DOERR	3/13/2024	\$23.45
Unposted	Glenna Fries	3/13/2024	\$23.45
Unposted	GOPHER STATE ONE CALL	3/13/2024	\$18.90
Unposted	HENDERSON POST OFFICE	3/13/2024	\$433.00
Unposted	JENNIFER CUMMINS	3/13/2024	\$248.00
Unposted	JOHNNY ON THE SPOT	3/13/2024	\$279.00
Unposted	KAREN ZIMNY	3/13/2024	\$1,487.70
Unposted	LAVERNE ALMQUIST	3/13/2024	\$45.56
Unposted	LEAGUE OF MN CITIES INS. TRU	3/13/2024	\$37,188.26
Unposted	Mary boelter	3/13/2024	\$65.66
Unposted	METRONET	3/13/2024	\$586.33
Unposted	MN DEPT OF HEALTH- WATER P	3/13/2024	\$1,076.00
Unposted	MN Valley Electric	3/13/2024	\$910.47
Unposted	MOTOROLA SOLUTIONS	3/13/2024	\$19,305.08
Unposted	NUESSMEIER ELECTRIC, INC	3/13/2024	\$8,062.32
Unposted	QUILL CORPORATION	3/13/2024	\$86.15
Unposted	RITEWAY BUSINESS FORMS	3/13/2024	\$708.30
Unposted	tim boelter	3/13/2024	\$65.66
Unposted	TIMOTHY PAUTSCH	3/13/2024	\$30.82
Unposted	TOSHIBA AMERICA BUSINESS S	3/13/2024	\$42.44
Unposted	UC LABORATORY	3/13/2024	\$734.58
Unposted	VERIZON WIRELESS	3/13/2024	\$372.70
Unposted	WEX BANK	3/13/2024	\$635.03
Unposted	WIESE HARDWARE STORE	3/13/2024	\$15.70
Unposted	XCEL ENERGY	3/13/2024	\$3,740.86
	<b>Total Checks</b>		<b>\$97,961.10</b>

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## Payments

Current Period: MARCH 2024

Payments Batch March2024CityBills1		\$97,961.10	
Refer	1398 <i>QUILL.COM</i>	-	
Cash Payment	E 101-41400-200 OFFICE SUPPLIES	office supplies	\$86.15
	Invoice 37429779		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$86.15
Refer	1399 <i>METRO FIBERNET LLC</i>	-	
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3234 City Office	\$37.05
	Invoice		
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3591 Police Office	\$36.65
	Invoice		
Cash Payment	E 101-41000-321 TELEPHONE	(507) 248-3235 City Office Line 2	\$30.15
	Invoice		
Cash Payment	E 101-42100-321 TELEPHONE	(507) 248-3814 Fax	\$30.15
	Invoice		
Cash Payment	E 101-41000-321 TELEPHONE	(507) 214-0080 Elevator	\$27.37
	Invoice		
Cash Payment	E 101-41000-325 WIFI	Fiber/WiFi/Internet	\$424.96
	Invoice		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$586.33
Refer	1405 <i>BADGER METER INC.</i>	-	
Cash Payment	E 601-49400-300 PROFESSIONAL SERV	Cellular LTE for feb24	\$29.26
	Invoice 80151739		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$29.26
Refer	1408 <i>UC LABORATORY</i>	-	
Cash Payment	E 602-49451-300 PROFESSIONAL SERV	water testing	\$734.58
	Invoice 119139		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$734.58
Refer	1410 <i>MN VALLEY ELECTRIC</i>	-	
Cash Payment	E 101-43160-390 STREET LIGHTING	Security Lights	\$96.00
	Invoice		
Cash Payment	E 101-45213-381 ELECTRICITY	Bus Garage	\$48.69
	Invoice		
Cash Payment	E 101-45221-381 ELECTRICITY	Sliding Hill	\$19.00
	Invoice		
Cash Payment	E 602-49471-381 ELECTRICITY	29326 Henderson Station Rd	\$746.78
	Invoice		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$910.47
Refer	1413 <i>MN DEPT OF HEALTH- WATER PR</i>	-	
Cash Payment	G 601-20810 MDH TEST FEE	2024Q1 MDH Test Fee	\$1,076.00
	Invoice		
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b> \$1,076.00
Refer	1416 <i>CHRISTIAN KEOGH, MORAN &amp; KIN</i>	-	
Cash Payment	E 101-41610-304 LEGAL	civil statement 34	\$3,185.02
	Invoice		
Cash Payment	E 101-41600-304 LEGAL	criminal statement 33	\$3,862.90
	Invoice		

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## Payments

Current Period: MARCH 2024

Transaction Date	3/13/2024	FIRST STATE BANK	10100	Total	\$7,047.92
Refer	1419	VERIZON WIRELESS	-		
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(507) 473-5991 PD1		\$41.24
Invoice					
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(507) 479-0603 PD2		\$41.24
Invoice					
Cash Payment	E 101-42100-320	COMMUNICATION/TEL	(952) 378-5697 Eric Karels		\$40.01
Invoice					
Cash Payment	E 101-43000-320	COMMUNICATION/TEL	(507) 415-3354 Bruce		\$41.24
Invoice					
Cash Payment	E 601-49400-320	COMMUNICATION/TEL	(507) 415-3364 James water 55%		\$25.43
Invoice					
Cash Payment	E 602-49450-320	COMMUNICATION/TEL	(507) 415-3364 James sewer 45%		\$20.81
Invoice					
Cash Payment	E 101-41400-320	COMMUNICATION/TEL	(612) 477-1004 City Cell		\$162.73
Invoice					
Transaction Date	3/13/2024	FIRST STATE BANK	10100	Total	\$372.70
Refer	1420	TOSHIBA	-		
Cash Payment	E 101-41000-406	COPIER MAINTENANC	Monthly office copier maintenance charge		\$42.44
Invoice					
Transaction Date	3/13/2024	FIRST STATE BANK	10100	Total	\$42.44
Refer	1422	RITEWAY BUSINESS FORMS	-		
Cash Payment	E 601-49440-203	PRINTED FORMS & PA	utility bill postcards		\$226.65
Invoice	24-30477				
Cash Payment	E 602-49490-203	PRINTED FORMS & PA	utility bill postcards		\$113.33
Invoice	24-30477				
Cash Payment	E 604-00000-203	PRINTED FORMS & PA	utility bill postcards		\$226.66
Invoice	24-30477				
Cash Payment	E 605-00000-203	PRINTED FORMS & PA	utility bill postcards		\$141.66
Invoice	24-30477				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	Total	\$708.30
Refer	1426	DELTA DENTAL	-		
Cash Payment	E 101-43000-130	PAID HEALTH INSURA	Public works dental		\$38.42
Invoice					
Cash Payment	E 101-41000-130	PAID HEALTH INSURA	city office dental		\$38.42
Invoice					
Cash Payment	E 101-42110-130	PAID HEALTH INSURA	police dental		\$38.42
Invoice					
Transaction Date	3/6/2024	FIRST STATE BANK	10100	Total	\$115.26
Refer	1427	XCEL ENERGY	-		
Cash Payment	E 101-45206-381	ELECTRICITY	Allanson's Park		\$10.47
Invoice					
Cash Payment	E 101-43110-381	ELECTRICITY	200 Market St -- Garage		\$88.00
Invoice					
Cash Payment	E 101-42501-381	ELECTRICITY	south pumping station		\$30.07
Invoice					
Cash Payment	E 601-49410-381	ELECTRICITY	well pump fort road		\$494.39
Invoice					



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## Payments

Current Period: MARCH 2024

Cash Payment Invoice	E 601-49411-381	ELECTRICITY	pump house	\$199.05
Cash Payment Invoice	E 101-41940-381	ELECTRICITY	community hall	\$284.78
Cash Payment Invoice	E 101-45211-381	ELECTRICITY	Bender Park	\$56.83
Cash Payment Invoice	E 101-42502-381	ELECTRICITY	north pumping station	\$68.67
Cash Payment Invoice	E 601-49402-381	ELECTRICITY	booster station	\$245.19
Cash Payment Invoice	E 101-43144-381	ELECTRICITY	flag pole	\$12.91
Cash Payment Invoice	E 602-49470-381	ELECTRICITY	400 Oak St. -- lift station	\$277.69
Cash Payment Invoice	E 101-42503-381	ELECTRICITY	pump house	\$7.46
Cash Payment Invoice	E 101-43001-381	ELECTRICITY	124 N 2nd st	\$54.47
Cash Payment Invoice	E 101-43160-390	STREET LIGHTING	street lighting	\$1,900.42
Cash Payment Invoice	E 101-49432-381	ELECTRICITY	Locust, heat tape	\$10.46
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$3,740.86
Refer	1428	ONE CALL CONCEPTS, INC	-	
Cash Payment Invoice	E 601-49400-311	GOPHER ONE CALL	Gopher State One Call	\$9.45
Cash Payment Invoice	E 602-49450-311	GOPHER ONE CALL	Gopher State One Call	\$9.45
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$18.90
Refer	1429	CITY OF LE SUEUR	-	
Cash Payment Invoice	E 602-49451-300	PROFESSIONAL SERV	Jan 24 Wastewater Treatment	\$6,478.90
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$6,478.90
Refer	1431	JENNIFER CUMMINS	-	
Cash Payment Invoice	E 101-42100-317	NIBRS ENTRY	8 hours for Feb2024 NIBRS Entry	\$248.00
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$248.00
Refer	1432	JOHNNY ON THE SPOT	-	
Cash Payment Invoice	E 101-45221-300	PROFESSIONAL SERV	Portable toilet rental sliding hill Jan24	\$155.00
Cash Payment Invoice	E 101-45221-300	PROFESSIONAL SERV	Portable toilet rental sliding hill Feb24	\$124.00
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$279.00
Refer	1433	WIESE HARDWARE STORE	-	
Cash Payment Invoice	E 101-43110-220	REPAIR & MAINTENAN	shop supplies	\$15.70
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b> \$15.70

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## Payments

Current Period: MARCH 2024

Refer	1434	HENDERSON POST OFFICE	-		
Cash Payment	E 601-49400-322	POSTAGE	postcard stamps x 250	\$132.50	
Invoice					
Cash Payment	E 602-49450-322	POSTAGE	postcard stamps x 250	\$132.50	
Invoice					
Cash Payment	E 101-41400-322	POSTAGE	letter stamps x 100	\$68.00	
Invoice					
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$333.00</b>
Refer	1436	WEX BANK	-		
Cash Payment	E 101-42152-212	UNLEADED GASOLINE	police fuel	\$363.60	
Invoice					
Cash Payment	E 101-43153-212	UNLEADED GASOLINE	1-ton fuel	\$47.14	
Invoice					
Cash Payment	E 101-43154-212	UNLEADED GASOLINE	dumptruck fuel	\$154.51	
Invoice					
Cash Payment	E 601-49400-212	UNLEADED GASOLINE	water fuel	\$69.78	
Invoice					
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$635.03</b>
Refer	1437	ADVANCED POWER SERVICES	-		
Cash Payment	E 601-49401-400	REPAIRS & MAINTENA	replace engine heater	\$685.00	
Invoice	5100				
Cash Payment	E 602-49471-300	PROFESSIONAL SERV	Intermed. lift station inspection	\$530.00	
Invoice	5155				
Cash Payment	E 602-49470-300	PROFESSIONAL SERV	Main lift station inspection	\$530.00	
Invoice	5155				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$1,745.00</b>
Refer	1438	KAREN ZIMNY	-		
Cash Payment	E 101-42110-170	PRE EMPLOYMENT S	PD employment screening	\$1,487.70	
Invoice					
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$1,487.70</b>
Refer	1439	BANYON DATA SYSTEMS	-		
Cash Payment	E 101-41000-309	COMPUTER SUPPORT	2024 Banyon support	\$1,383.90	
Invoice	00165017				
Cash Payment	E 601-49400-309	COMPUTER SUPPORT	2024 Banyon support	\$615.06	
Invoice	00165017				
Cash Payment	E 602-49490-309	COMPUTER SUPPORT	2024 Banyon support	\$230.65	
Invoice	00165017				
Cash Payment	E 604-00000-309	COMPUTER SUPPORT	2024 Banyon support	\$384.42	
Invoice	00165017				
Cash Payment	E 605-00000-309	COMPUTER SUPPORT	2024 Banyon support	\$269.09	
Invoice	00165017				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$2,883.12</b>
Refer	1441	CALIBRATIONS AND CONTROLS, I	-		
Cash Payment	E 602-49450-300	PROFESSIONAL SERV	semi-annual lift station flow meter verification	\$525.00	
Invoice	42173				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$525.00</b>
Refer	1455	LEAGUE OF MN CITIES INS. TRUS	-		

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## Payments

Current Period: MARCH 2024

<b>Cash Payment</b>	E 101-41110-150 WORKERS COMP. INS	2024 workers comp ins council		\$88.64
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 101-41400-150 WORKERS COMP. INS	2024 workers comp ins admin		\$1,772.90
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 101-42100-150 WORKERS COMP. INS	2024 workers comp ins police		\$19,501.85
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 101-43100-150 WORKERS COMP. INS	2024 workers comp ins streets		\$8,421.26
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 101-45200-150 WORKERS COMP. INS	2024 workers comp ins parks		\$88.64
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 301-00000-150 WORKERS COMP. INS	2024 workers comp ins PIR		\$88.64
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 601-49400-150 WORKERS COMP. INS	2024 workers comp ins water		\$886.45
	Invoice WC-1001881-8			
<b>Cash Payment</b>	E 605-00000-150 WORKERS COMP. INS	2024 workers comp ins environmental		\$141.83
	Invoice WC-1001881-8			
<b>Cash Payment</b>	G 101-15500 PREPAID EXPENSES	2025 workers comp ins general prepaid		\$5,974.66
	Invoice WC-1001881-8			
<b>Cash Payment</b>	G 301-15500 PREPAID EXPENSES	2025 workers comp ins PIR prepaid		\$17.73
	Invoice WC-1001881-8			
<b>Cash Payment</b>	G 601-15500 PREPAID EXPENSES	2025 workers comp ins water prepaid		\$177.29
	Invoice WC-1001881-8			
<b>Cash Payment</b>	G 605-15500 PREPAID EXPENSES	2025 workers comp ins enviro prepaid		\$28.37
	Invoice WC-1001881-8			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b>	<b>\$37,188.26</b>
Refer	1457 HENDERSON POST OFFICE	-		
<b>Cash Payment</b>	E 101-41000-433 DUES AND SUBSCRIP	city post office box service fee		\$100.00
	Invoice			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b>	<b>\$100.00</b>
Refer	1461 BRUCE GUSTOFSON	-		
<b>Cash Payment</b>	E 101-43000-171 DOT PHYSICAL	reimb. DOT Physical		\$100.00
	Invoice			
<b>Cash Payment</b>	E 101-43100-330 TRANSPORTATION	reimb. MMUA Meeting Mileage 63 miles @ \$ .67/mile		\$42.21
	Invoice			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b>	<b>\$142.21</b>
Refer	1463 CONNIE RAU	-		
<b>Cash Payment</b>	E 101-41110-330 TRANSPORTATION	72 miles @ 67 cents/mile, elections		\$48.24
	Invoice			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b>	<b>\$48.24</b>
Refer	1464 LAVERNE ALMQUIST	-		
<b>Cash Payment</b>	E 101-41110-330 TRANSPORTATION	68 miles @ 67cents/mile, elections		\$45.56
	Invoice			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	<b>Total</b>	<b>\$45.56</b>
Refer	1465 GERALD DOERR	-		
<b>Cash Payment</b>	E 101-41110-330 TRANSPORTATION	35 miles @ 67cents/mile, elections		\$23.45
	Invoice			

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## Payments

Current Period: MARCH 2024

Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$23.45
Refer	1466 <i>Mary boelter</i>	-		
Cash Payment	E 101-41110-330 TRANSPORTATION	98 miles @67cents/mile, elections		\$65.66
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$65.66
Refer	1467 <i>tim boelter</i>	-		
Cash Payment	E 101-41110-330 TRANSPORTATION	98 miles @67cents/mile, elections		\$65.66
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$65.66
Refer	1468 <i>DIANE FRAUENDIENST</i>	-		
Cash Payment	E 101-41110-330 TRANSPORTATION	146 miles @ 67 cents, elections		\$97.82
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$97.82
Refer	1470 <i>TIMOTHY PAUTSCH</i>	-		
Cash Payment	E 101-41400-330 TRANSPORTATION	church closing mileage		\$30.82
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$30.82
Refer	1473 <i>COMPUTER PLUS SOLUTIONS</i>	-		
Cash Payment	E 101-41000-309 COMPUTER SUPPORT	service call 3/4/24		\$125.00
Invoice	8662			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$125.00
Refer	1474 <i>THE MASTER S SERVANT</i>	-		
Cash Payment	E 101-42152-400 REPAIRS & MAINTENA	diagnose squad coolant leak		\$86.48
Invoice	24516			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$86.48
Refer	1475 <i>Glenna Fries</i>	-		
Cash Payment	E 101-41110-330 TRANSPORTATION	mileage reimb elections		\$23.45
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$23.45
Refer	1476 <i>ERIC KARELS</i>	-		
Cash Payment	E 101-42152-220 REPAIR & MAINTENAN	reimburse car wash x 2		\$22.00
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$22.00
Refer	1477 <i>DANIEL KOSKI</i>	-		
Cash Payment	E 101-42152-220 REPAIR & MAINTENAN	reimb, squad cleaning		\$19.47
Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$19.47
Refer	1478 <i>C. BOEHNE CONSTRUCTION</i>	-		
Cash Payment	E 101-43100-405 SNOW REMOVAL	snow removal		\$1,910.00
Invoice	1480			
Cash Payment	E 250-43100-300 PROFESSIONAL SERV	remove winter banners/garland		\$500.00
Invoice	1480			
Transaction Date	3/13/2024	FIRST STATE BANK 10100	Total	\$2,410.00
Refer	1479 <i>NUESSMEIER ELECTRIC, INC</i>	-		

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## Payments

Current Period: MARCH 2024

<b>Cash Payment</b>	E 602-49471-400 REPAIRS & MAINTENA	interm. Lift station service call			<b>\$281.25</b>
	Invoice 52402				
<b>Cash Payment</b>	E 602-49471-570 CAPITAL-EQUIPMENT	interm. Lift station equipment			<b>\$7,781.07</b>
	Invoice 52442				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$8,062.32</b>
Refer	1481	MOTOROLA SOLUTIONS	-		
<b>Cash Payment</b>	E 101-42100-570 CAPITAL-EQUIPMENT	HPD Portable Radios x 4			<b>\$19,305.08</b>
	Invoice				
Transaction Date	3/13/2024	FIRST STATE BANK	10100	<b>Total</b>	<b>\$19,305.08</b>

### Fund Summary

	10100 FIRST STATE BANK
101 GENERAL FUND	\$72,899.19
250 COMMUNITY DEVELOPMENT/EDA	\$500.00
301 DEBT SERVICE FUNDS PIR	\$106.37
601 WATER UTILITY FUND	\$4,871.50
602 SEWER UTILITY FUND	\$18,392.01
604 PFABOND	\$611.08
605 ENVIRONMENTAL	\$580.95
	<u>\$97,961.10</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$97,961.10
Total	<u>\$97,961.10</u>

## Henderson City Council Meetings March 13, 2024

Thursday, March 14, 2024	Payroll	TBA
Monday, March 18, 2024	Fire Commission Meeting—Fire hall	7:30 PM
Wednesday, March 20, 2024	CR6/HWY 93 Flood Improvement Open House-City Hall	4:00 PM
Friday, March 29, 2024	Payroll	TBA
Monday, April 1, 2024	Utility Meeting	TBA
Monday, April 15, 2024	Payroll	TBA
Wednesday, April 18, 2024	Bills, Budget, Finance	5:00 PM
Wednesday, April 18, 2024	Regular Council Meeting	7:00 PM
Tuesday, April 30, 2024	Payroll	TBA

\*Wednesday, June 19, 2024, Regular meeting falls on the Juneteenth Holiday. Suggest moving Regular June Council meeting to Wednesday, June 26, 2024 @ 7:00 PM.

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

Timothy Pautsch  
City Clerk