

# Regular School Board Meeting

Monday, December 4, 2023 5:00 PM

LS-H MS/HS Media Center, 901 Ferry St., Le Sueur, MN 56058

## 1. CALL TO ORDER

## 2. PLEDGE OF ALLEGIANCE

## 3. MISSION AND VISION STATEMENTS

## 4. STRATEGIC PLAN REVIEW

## 5. APPROVAL OF AGENDA

## 6. OPEN FORUM

## 7. LE SUEUR-HENDERSON SCHOOL DISTRICT RECOGNIZES

7.1. Donations & Grants Received

7.2. November Students of the Month

## 8. REPORTS

### 8.1. Committee Reports

8.1.1. Finance **Presenter:** Director Matt Hathaway

8.1.2. Negotiations **Presenter:** Director Brigid Tuck

8.1.3. SW Metro **Presenter:** Director Steve Cross

8.1.4. Human Resource **Presenter:** Director Kelsey Schwartz

8.1.5. Policy **Presenter:** Director Gretchen Rehm

8.1.6. Facility Steering **Presenter:** Director Matt Hathaway

8.1.6.1. Approve Facilities Upgrades

8.1.7. Community Ed Council **Presenter:** Director Brigid Tuck

### 8.2. Student Report

### 8.3. Superintendent Report

8.3.1. Enrollment Update

## 9. CONSENT AGENDA

9.1. Approval of District Office Consent Items

9.1.1. Special School Board Meeting minutes  
11.13.23

9.2. Approval of Business Office Consent Items

9.3. Approval of Personnel Consent Items

9.3.1. Hirings

9.3.1.1. Basketball Coach - Eric Lewis

9.3.1.2. Basketball Coach - Joshua Prah

9.3.1.3. MS/HS Paraprofessional - Natasha Hinders

9.3.1.4. Technology Assistant .4 - Stephanie Tieva

9.3.2. Resignations

9.3.2.1. Administrative Assistant .4 - Stephanie Tieva

9.3.2.2. Industrial Tech Teacher - Mark Vrklan

9.3.3. Requests

9.3.4. Retirements

10. **PURCHASES ABOVE \$5,000**

11. **OLD BUSINESS**

12. **NEW BUSINESS**

12.1. Approve King-Sunderman Property Purchase

12.2. Approve combined polling place for 2024

13. **BOARD MEMBER COMMUNICATIONS / IDEAS EXCHANGE**

14. **NEXT MEETING INFORMATION**

14.1. Schedule of Upcoming Meetings

15. **ADJOURN**

**RESOLUTION TO ACCEPT GRANTS AND DONATIONS  
TO THE LE SUEUR-HENDERSON SCHOOL DISTRICT**

**WHEREAS**, the Le Sueur-Henderson School District Board encourages the support of the district's educational programs through the funding and support of grant opportunities and donations that meet the goals and objectives of the school district;

**WHEREAS**, the school district will control and maintain all grants and donations to ensure that the interests of all students are met;

**WHEREAS**, the grants and donations listed below have been reviewed and approved by the administration of the Le Sueur-Henderson School District;

**THEREFORE, BE IT RESOLVED**, by the School Board of Independent School District No. 2397, to accept the following grants and donations for the purposes intended:

- Le Sueur-Henderson Football Boosters - \$674.12 for extracurricular activities,
- Kulzer Family - \$200 for the fall play,
- Agropur - \$2,000 for the new elementary school,
- United Methodist Church of Le Sueur - \$1,000 for winter clothing and boots.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk



Le Sueur-Henderson Public Schools  
**November Students of the Month**

<b>Elementary</b>		<b>MS/HS</b>	
<b>Student Name</b>	<b>Grade</b>	<b>Student Name</b>	<b>Grade</b>
Harley Jarrot	K	Emersyn Meyer	6
Maggie Haller	1	Sophia Anderson	7
Diego Velasco	2	Jemma Maxwell	8
Aubrey Anderson	3	Kylie Traxler	9
Caleb Klehr	4	Rose Ikonitski	10
Gracie Scheele	5	Janorra Childress	11
		Malik Gonzalez	12



Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

November 8, 2023

Mr. Todd Vrklan  
LeSueur-Henderson Public Schools  
Independent School District 2397  
901 East Ferry Street  
LeSueur, MN 56058



RE: 2024 High School-Middle School Tennis Courts, Track, and Field Reconstruction

Dear Mr. Vrklan:

We are grateful to have been given the opportunity to submit this fee proposal to provide engineering services for the following tennis courts, track, and field reconstruction work slated for 2024. We have based this proposal on our understanding of the desired services.

**A. DEFINITIONS**

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: LeSueur-Henderson Public Schools

**B. PROJECT INFORMATION**

Project Area

Estimated Construction Cost

Tennis Courts (8 total)

\$900,000 - \$1,000,000

Reconstruct the tennis courts at the current location, including:

- New bituminous paved area for bleachers on the west side of the west courts.
- Three inches of new bituminous pavement.
- Color coating.
- Four feet of new non-frost susceptible fill. The amount of new non frost susceptible base will be determined by the outsourced geotechnical services. Four feet is estimated based on project experience.
- New drain tile system.
- New net posts and sleeves.

The existing perimeter fencing will be salvaged and reinstalled or replaced, as necessary.

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8669

Chicago  
Milwaukee  
Minneapolis

Athletic Track and Field Events

\$1,000,000 - \$1,100,000

Reconstruction of the track and field events, including:

- Three inches of new bituminous pavement.
- New 1/2" polyurethane base mat surfacing.
- Four feet of new non-frost susceptible fill. The amount of new non-frost susceptible base will be determined by the outsourced geotechnical services. Four feet is estimated based on project experience.
- New interior perimeter storm drain system.

Football Field Recrowning or Replacement with FieldTurf or Equal

Recrowning  
\$200,000 - \$300,000

The existing football field will be recrowned and resodded or alternatively reconstructed and replaced with artificial turf (FieldTurf or equal).

FieldTurf  
\$1,000,000 - \$1,200,000

No additional excavation/subcutting is included beyond the standard turf installation recommendations by FieldTurf (or equal), as included in this estimate. The actual amount will be determined by the outsourced geotechnical services.

We have contacted the City of LeSueur and were informed that additional stormwater management improvements beyond the FieldTurf standard drainage details are not required for the turf replacement. However, should other local regulatory authorities require additional stormwater management improvements beyond that proposed, they will be completed as supplemental services, if approved by the Client.

**C. BASIC SERVICES**

1. Phase I: Design Services

- a. Site meeting with Client to review project scope.
- b. Inspec will retain the services of a certified land surveyor to perform a topographic, boundary, and utility survey in the project areas.
- c. Inspec will retain the services of a geotechnical engineer to perform soil borings and provide design recommendations in the project areas.
- d. Construction Documents (plans and specifications) will be prepared for the projects described above, including:
  - An overall site plan
  - Demolition and rehabilitation plans
  - Grading and drainage plans
  - Construction details

Information concerning insurance, performance bonds, construction schedule, and other project-related issues will be incorporated into the project specifications.

- e. A pre-bid meeting will be conducted to inform all bidders of the general intent of the plans and specifications and to answer any project questions.
- f. Our personnel will attend the bid opening and record the results.

2. Phase II: Construction Administration

After the bid opening, we will:

- a. Check references and provide recommendations to the Client concerning the contractor under consideration.
- b. Assist the Owner in preparing and issuing construction contracts.
- c. Conduct and document the pre-construction meeting.
- d. Review material submittals, including:
  - 1) Laboratory test reports for proposed aggregate gradations.
  - 2) Laboratory test results for the proposed aggregate base material.
  - 3) Bituminous and concrete pavement mix designs for conformance with specifications.
  - 4) Shop drawings.
- e. Review contractor payment requests.
- f. Provide periodic construction observation during construction activities.
- g. Conduct final inspections and obtain the contractor's warranty and other project closeout documents.

**D. COMPENSATION – BASIC SERVICES**

1. We propose to perform the Design Services (Phase I) as described above for a fee of:
  - a. \$95,000, based on the football field recrowning, which includes outsourced surveying and geotechnical services.
  - b. \$130,000, based on the FieldTurf football field reconstruction, which includes outsourced surveying and geotechnical services.

2. We propose to perform Construction Administration services (Phase II) as described above, for a fee of:
  - a. \$40,000, based on the football field recrowning.
  - b. \$55,000, based on the FieldTurf football field reconstruction.

**E. REIMBURSABLES**

With regard to our proposal, we do not anticipate any reimbursable expenses.

**F. COMPENSATION REIMBURSABLES**

If reimbursable expenses such as review and/or permitting fees are incurred by Inspec, they will be invoiced to the Client at cost times a factor of 1.10.

**G. ADDITIONAL SERVICES**

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation thereof.
2. Additional Services may include, but are not necessarily limited to, the following:
  - a. Out-sourced services (professional or otherwise) hired by Inspec but not included under Basic Services.
  - b. Electrical design services.
  - c. Design services related to additional on-site stormwater management facilities.
  - d. Additional meetings and/or site visits beyond those under Basic Services.
  - e. Preparation of as-built drawings.
  - f. Preparation work and/or meetings related to arbitration, legal, or other conflict resolution proceedings of which Inspec is not a party (also see Dispute Resolution).
  - g. Adapting the documents, regardless of the level of development, to confirm to the Client's changes in the Construction Scope.
  - h. Adapting the documents to hidden existing conditions discovered during construction.
  - i. Any services resulting from the discovery of existing hazardous materials.

**H. COMPENSATION – ADDITIONAL SERVICES**

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

**I. CLIENT'S RESPONSIBILITIES**

The Client shall return the signed proposal to Inspec prior to the commencement of services.

**J. PAYMENT PROVISIONS**

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

**K. SUSPENSION OR TERMINATION OF SERVICES**

This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

**L. RISK ALLOCATION/DISPUTE RESOLUTION**

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**M. REMARKS**

We request that you review this proposal and, if satisfactory, sign and return it as our authorization to proceed. If you have any questions concerning any item on this proposal, please do not hesitate to contact us. This proposal is valid for thirty (30) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

This Agreement entered into as of the day and year first above written.

**Phases I and II – Design Services and Construction Administration Services**

**For Client**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Title*

LeSueur-Henderson Public Schools

CB/bap

**For Inspec**

  
\_\_\_\_\_  
*Signature*

Clifford W. Buhman, P.E.  
\_\_\_\_\_  
*Printed Name*

Senior Project Manager  
\_\_\_\_\_  
*Printed Title*

INSPEC, INC.



22-23 Student Numbers

Grade	Actual
K	76
HK	0
1	72
2	46
3	51
4	56
5	58
6	79
7	74
8	86
9	64
10	73
11	63
12	75

Total: 873

23-24 Student Numbers

Grade	Actual
K	68
HK	0
1	74
2	73
3	46
4	48
5	58
6	76
7	79
8	73
9	79
10	68
11	68
12	65

Total: 875

\*\*We no longer use HK - those numbers have been merged with K\*\*

BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS  
MINUTES OF SPECIAL SCHOOL BOARD MEETING  
MS/HS MEDIA CENTER  
November 13, 2023

Item 1.0     **Call to Order:** The special meeting of the Le Sueur-Henderson Board of Education called to order at 6:31 PM . The board members were, Gretchen Rehm, Steve Cross, Jenny Burns, Matt Hathaway, Brigid Tuck, Daniella Anchondo, and Maggie Froehlich.

Members Absent: Kelsey Schwartz

Also in attendance: Superintendent Jim Wagner, Henderson Independent, Le Sueur County News, Admin. Assist. Rachel Scheffler, Cindy Schmidt, Molly Thelemann, Beth Wagner, Marie Walker.

Item 2.0     **Pledge of Allegiance:** Pledge recited

Item 3.0     **Mission and Vision Statements**

Item 4.0     **Strategic Plan Review**

Item 5.0     **Approval of Agenda:** Motion by Rehm second by Burns, carried 5-0 , to approve the meeting agenda.

Item 6.0     **Open Forum:**

Item 7.0     **Le Sueur-Henderson School District Recognizes**

Item 7.1 A resolution was presented to accept grants and donations to the Le Sueur - Henderson Public School District. Said resolution is attached hereto and made a part of these minutes. Motion made by Board Member Cross and upon being seconded by Board Member Hathaway, said the resolution was duly adopted by the following roll call vote, carried 5-0

Rehm: yes	Burns: yes
Cross: yes	Tuck: yes
Hathaway: yes	

Item 7.2 Students of the Month – September

Item 7.3 Students of the Month - October

Item 7.4 American Education Week: November 13-17

Item 8.0     **Reports:**

Item 8.1 Committee Reports

Item 8.1.1 Finance

- Item 8.1.2 Negotiations
- Item 8.1.3 SW Metro
- Item 8.1.4 Human Resource
- Item 8.1.5 Policy
- Item 8.1.6 Facility Steering
- Item 8.1.7 Community Ed Council
- Item 8.2 Student Report
- Item 8.3 Superintendent Report
  - Item 8.3.1 Lunch Data
  - Item 8.3.2 Staff Reduction
  - Item 8.3.3 Building Update
  - Item 8.3.4 High School Update - Cindy Schmidt
  
- Item 9.0 **Consent Agenda:** Motion by Rehm, second by Cross, carried 5-0, to approve the following consent items:
  - Item 9.1 District Office Consent Items:
    - Item 9.1.1 Minutes of Regular School Board meeting held on 10.02.2023.
  - Item 9.2 Business Office Consent Items:
  - Item 9.3 Personnel Consent Items:
    - Item 9.3.1 Hirings
      - Item 9.3.1.1 Elementary Secretary - Amber Kalis
      - Item 9.3.1.2 Paraprofessional - Janae Woodworth
      - Item 9.3.1.3 Paraprofessional - Kali Christenson
      - Item 9.3.1.4 MS Girls Basketball coach - Liz Risacher
      - Item 9.3.1.5 Elementary Case Facilitator - Haley Warden
      - Item 9.3.1.6 Paraprofessional - Lisa Reiter
    - Item 9.3.2 Resignations
      - Item 9.3.2.1 Basketball Coach - Colin Everson
      - Item 9.3.2.2 Football Coach - Dylan Feeney
    - Item 9.3.3 Requests
      - Item 9.3.3.1 Medical Leave of Absence 12/5/23-1/18/24 - Peiling Liu
      - Item 9.3.3.2 FMLA - Craig Hink
    - Item 9.3.4 Retirements
  
- Item 10.0 **Purchases Above \$5,000**
  - Item 10.1 Motion by Rehm, second by Tuck, carried 5-0, to approve MS/HS fire door.
  - Item 10.2 Motion by Burns, second by Hathaway, carried 5-0, to approve Worthington Direct Furniture quote.
  
- Item 11.0 **Old Business**
  
- Item 12.0 **New Business**
  - Item 12.1 Motion by Tuck, second by Rehm, carried 5-0, to approve recommendation of resurfacing tennis courts and track, at next board meeting.
  - Item 12.2 Motion by Tuck, second by Cross, carried 5-0, to approve recommendation of gathering information for potential property purchase at next board meeting.

Item 12.3 Accept nominations for the vacant school board position.

12.3.1 Candidate - Brooke Wentzlaff

12.3.2 Candidate - Kirsten Wagner

12.3.3 Candidate - Marie Walker

Item 12.4 Resolution to fill school board position vacated by the resignation of Brian Sorenson. Motion made by Board Member Hathaway and upon being seconded by Board Member Tuck, said the resolution was duly adopted by the following roll call vote, carried 5-0.

Rehm: yes

Burns: yes

Cross: yes

Tuck: yes

Hathaway: yes

Item 12.5 A Resolution supporting Form A Application to the MSHSL Foundation. Said Resolution is attached hereto and made a part of these minutes. Motion made by Board Member Rehm and upon being seconded by Board Member Hathaway said the following roll call vote duly adopted by the following roll call vote, carried 5-0.

Rehm: yes

Burns: yes

Cross: yes

Tuck: yes

Hathaway: yes

Item 13.0 **Board Member Communications/Ideas Exchange:**

Item 14.0 **Next Meeting Information**

Item 14.1 Schedule of Upcoming Meetings

Item 14.2 2024 Meetings (Jan. 2)

Item 15.0 **Closed Session**

Item 15.1 Motion by Rehm, second by Cross, carried 5-0, to enter into closed meeting at 7:58 PM as permitted by Minnesota Statute [section 13D.05, subdivision 3 \(c\)](#), to discuss the purchase or sale of real estate property.

Item 16.0 **Open Session**

Item 16.1 Motion by Cross, second by Rehm, carried, 5-0, to re-open Special School Board meeting at 8:40 PM .

Item 17.0 **Adjourn:** Motion by Rehm, second by Cross, carried, 5-0, to adjourn the meeting at 8:40 PM.

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Board Clerk

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Board Chair

Approved on: \_\_\_\_\_



## Coach/Advisor Recommendation Le Sueur - Henderson School District

Position: Boys Basketball JV Coach

Recommended Candidate: Eric Lewis

Recommended by: Eric Lewis

To be completed by administrator:

Candidate has current & appropriate certification (if applicable):

X

Reference checks completed:

X

Years of experience (Step Placement):

2

<input type="checkbox"/>	NEW
<input checked="" type="checkbox"/>	EXISTING

Additional Information:

Approval of Activities Director:

*Cindy Schmidt*

11/13/23

Electronic Signature

Date



## Employment Recommendation Le Sueur - Henderson School District

**Position: 8th Grade Boy's Basketball**

**Recommended Candidate: Josh Prah**

<b>Recommended by:</b> Eric Lewis	<b>Hire Date:</b> 11/14//2023

To be completed by administrator:

Candidate has current & appropriate certification:

Reference checks completed:

X
0
1
NA
NA
NA
Per Contract

Years of experience granted:

Step Placement:

Highest degree currently held:

Lane Placement:

Credits beyond highest degree granted:

Hourly/ Salary Rate

<input type="checkbox"/>	New Position
<input checked="" type="checkbox"/>	Existing Position

Replacing:

**Additional Information:**

- Josh is a PE teacher here at the MS/HS, and has coached multiple sports in the past. Josh will be a great fit with the MS boy's basketball program.

Approval of Principal:	<i>Eric F. Lewis</i>	<b>11/14/2023</b>
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Electronic Signature

Date

Approval of Superintendent:

Electronic Signature

Date



Share with District Office (Alisha, Jim, Juanita) & Technology (Bruce) via Google Drive





## Employment Recommendation Le Sueur - Henderson School District

<b>Position: Technology Assistant</b>

<b>Recommended Candidate: Stephanie Tieva</b>
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<b>Recommended by: Bruce Grunzke</b>	<b>Start/ Hire Date: 12/1/2023</b>

To be completed by an administrator:

Candidate has current & appropriate certification:

NA

Reference checks completed:

NA

Years of experience granted:

NA

Step Placement:

NA

Highest degree currently held:

NA

Lane Placement:

NA

Credits beyond highest degree granted:

NA

Hourly/ Salary Rate

24.10

New Position

Existing Position

Replacing:

<b>Additional Information:</b>

Approval of Principal: Bruce Grunzke	11/15/2023
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Electronic Signature

Date

Approval:
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Share with District Office (Brittany, Jim, Rachel, Jennifer ), Todd & Technology (Bruce) via Google Drive



Rachel Scheffler <rscheffler@isd2397.org>

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## Fwd: Resignation

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Cynthia Schmidt <cschmidt@isd2397.org>  
To: Rachel Scheffler <rscheffler@isd2397.org>

Thu, Nov 16, 2023 at 7:55 AM

Rachel,

Please add this to the agenda for the school board meeting.

Thank you

Cindy Schmidt

Middle/High School Principal

Le Sueur-Henderson Public Schools

Office: (507) 665-5803

Email: [cschmidt@isd2397.org](mailto:cschmidt@isd2397.org)



**Small Towns... GIANT Opportunities... District of Choice**

----- Forwarded message -----

From: **Stephanie Tieva** <[stieva@isd2397.org](mailto:stieva@isd2397.org)>

Date: Wed, Nov 15, 2023 at 3:37 PM

Subject: Resignation

To: Cynthia Schmidt <[cschmidt@isd2397.org](mailto:cschmidt@isd2397.org)>

Mrs. Schmidt,

As of December 1, 2023 I will be resigning for .4 of my administrative assistant position as I will be assisting Technology at that time.

Thank you so much!

Steph Tieva

--

**STEPHANIE TIEVA**

ADMINISTRATIVE ASSISTANT

507.665.5802

[stieva@isd2397.org](mailto:stieva@isd2397.org)

901 Ferry Street | Le Sueur | MN | 56058

[www.isd2397.org](http://www.isd2397.org)



**Small Towns... GIANT Opportunities... District of Choice**

# *The Vrklan's*

*209 East Dayton Street  
Arlington, Minnesota 55307  
Phone 507-964-5493*

To: Supt. Jim Wagner and the LSH School Board

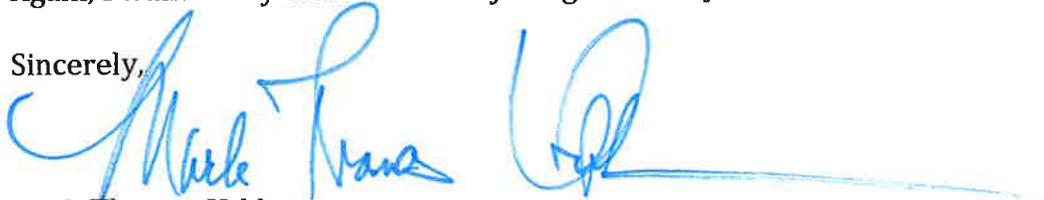
November 27, 2023

At this time I would like to inform you and the School Board that this will be my last year of teaching Industrial Tech. at LSH Public Schools. After 45 years in education I think it is time for me to pass the torch on to the younger teachers of tomorrow. I wanted to inform you now so you have time to plan how to fill my position at the High School for the next school year.

I want to thank everyone that I have worked with over the years for giving me the greatest teaching and coaching experience that anyone could have asked for. There are not many people that can say they are still excited to go to work after all these years. I will miss working with the kids but I will always have many great memories of my time as a Giant.

Again, I want to say thanks for everything and everyone will be missed.

Sincerely,



Mark Thomas Vrklan  
Industrial Tech Instructor  
LeSueur – Henderson Public Schools

## CONTRACT FOR DEED ADDENDUM

THIS CONTRACT FOR DEED ADDENDUM (this "Addendum") is attached to and made a part of that certain Contract for Deed dated \_\_\_\_\_, 20\_\_\_\_ between **John K. King and Jane H. King, married to each other, William F. King, as Trustee of the William F. King and Marilyn A. King Family Revocable Trust under Agreement dated October 27, 2016, Jerold Sunderman, a single person, Allen Sunderman and Joan Sunderman, married to each other** (collectively, the "Sellers"), and **Independent School District No. 2397, Le Sueur-Henderson Public Schools**, a Minnesota public body corporate and politic ("Purchaser").

The terms and conditions contained in the Addendum shall supersede any conflicting provisions contained in this Contract. Unless defined in this Addendum, all capitalized terms have the same meaning as in the Contract. Only those provisions checked in the "Yes" column, below, shall be included and be part of this Addendum.

### Yes No

- A. **Late Payment Fee.** If any payment is not received by Sellers within fifteen (15) days of the date when due, Purchaser shall additionally pay to Sellers, to the extent allowed by law, a late charge of four percent (4%) of the amount of the delinquent payment.
- B. **Transfer Restrictions.** Purchaser may not sell, assign, or otherwise transfer Purchaser's interest in this Contract, or the Property, or any part thereof, or if Purchaser is an entity, the controlling interest in Purchaser may not be transferred without the written consent of Seller, which consent:
- (check only one box)  shall be granted or withheld in the sole discretion of Sellers.  
 shall not be unreasonably withheld, or delayed by Sellers.
- C. **Escrows.** In Addition to the monthly payments of principal and interest, Purchaser shall deposit with Sellers, with each payment, an amount representing one-twelfth (1/12) of the annual real estate taxes, installments of special assessments, and insurance premiums with respect to the Property (or such other amount as Sellers are required to deposit under any underlying encumbrance on the Property). The amount of such taxes, special assessments, and insurance premiums, when unknown, shall be estimated by Sellers. Such deposit shall be used by Sellers to pay real estate taxes, installments of special assessments, and insurance premiums with respect to the Property when due. If Sellers fail to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts so paid from payments next coming due under this Contract. If the balance deposited with Sellers is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to Sellers upon written demand.
- D. **Property Improvements.** Except for work reasonably necessary to permit Purchaser to comply with Purchaser's obligations under this Contract, Purchaser shall not hire or perform any repairs or improvements to or replacements of the Property having an aggregate cost in excess of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** without securing the prior written consent of the Sellers. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify, and hold Sellers harmless from any loss, damage, or expense incurred by Sellers with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.
- E. **Hazardous Substances.** Purchaser shall not bring, store, generate, or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchaser hereby agrees to indemnify, defend and hold Sellers harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Sellers with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

**Note: This document must be attached to a contract for deed and cannot be independently recorded.**

- F. Alternative Acceleration Remedy.** If Purchaser fails to timely perform any term of this Contract, Sellers may elect, on thirty (30) days written notice given to Purchaser, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchaser to collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser: (i) pays Sellers all sums due hereunder as of the date of reinstatement; (ii) cures any other defaults existing under this Contract as of the date of reinstatement; and (iii) pays all expenses incurred by Sellers in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Sellers shall deliver the deed for the Property in the manner required by paragraph 3 of this Contract when all amounts due hereunder have been paid.
- G. Nonrecourse Obligation.** Notwithstanding any other provision contained in this Contract to the contrary, if Purchaser defaults in Purchaser's performance of this Contract, Sellers' sole remedy shall be to cancel this Contract in accordance with Minn. Stat. 559.21, as the same may from time to time be amended. Sellers specifically waive any right they may have to commence an action for the specific performance of this Contract or any right they may have to seek an award of damages against Purchaser.
- H. Additional Provisions.**

**Note: This document must be attached to a contract for deed and cannot be independently recorded.**

## PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between John K. King and Jane H. King, married to each other, William F. King, as Trustee of the William F. King and Marilyn A. King Family Revocable Trust under Agreement dated October 27, 2016, Jerold Sunderman, a single person, Allen Sunderman and Joan Sunderman, married to each other (collectively, the “Sellers”) and Independent School District No. 2397, Le Sueur-Henderson Public Schools, a Minnesota public body corporate and politic (the “Buyer”).

### RECITALS

- A. The Sellers are the owners of certain land (the “Property”) in the County of Le Sueur, State of Minnesota, legally described as follows:

The Northeast Quarter of Southwest Quarter (NE ¼ of SW ¼), Section 36, Township 112 North, of Range 26 West, Le Sueur County, Minnesota, EXCEPT the following:

Exception No. 1: All that part of the NE ¼ of the SW ¼ of Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota, lying and being Easterly of the Easterly right-of-way line of Kingsway Drive excepting therefrom: Commencing at the point of intersection of the Easterly right-of-way line of Kingsway Drive and the South line of the NE ¼ of the SW ¼, Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence proceeding East along the South line of said NE ¼ of SW ¼ of Section 36 to the Southeast corner of said NE ¼ of SW ¼ of Section 36; thence North along the East line of the NE ¼ of SW ¼ of said Section 36, a distance of 200 feet; thence West along a line parallel to and 200 feet distant from the South line of the NE ¼ of SW ¼ of said Section 36 to the Easterly right-of-way line of Kingsway Drive; thence continuing in a Southerly direction along the Easterly right-of-way line of Kingsway Drive to the point of beginning.

Exception No. 2: Commencing at the point of intersection of the Easterly right-of-way line of Kingsway Drive and the South line of the NE ¼ of the SW ¼, Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence proceeding East along the South line of said NE ¼ of SW ¼ of Section 36 to the Southeast corner of said NE ¼ of SW ¼ of Section 36; thence North along the East line of NE ¼ of SW ¼ of said Section 36; a distance of 200 feet; thence West along a line parallel to and 200 feet distant from the South line of the NE ¼ of SW ¼ of said Section 36 to the Easterly right-of-way line of Kingsway Drive; thence continuing in a Southerly direction along the Easterly right-of-way line of Kingsway Drive to the point of beginning.

AND

Outlot One (1) of L. Quackenbush’s Addition to Le Sueur and a strip of land of equal width containing Sixty One Hundredths (60/100) of an acre on the East line of Lot Number Two (2) running the whole length of said Lot in L. Quackenbush’s Addition to Le Sueur, according to

the recorded plat of said Addition on file and of record in the Office of the County Recorder in and for said County and State, EXCEPT the following:

Exception No. 1: All that part of Outlot 1, Quackenbush's Outlots Addition, aka L. Quackenbush's Outlots Addition to the City of Le Sueur lying and being Easterly of the Easterly right of way of Kingsway Drive.

Exception No. 2: All that part of Outlot 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota, described as: Commencing at the Northeast corner of the Northwest corner of Section 36, Township 112 North, Range 26 West, thence South 00 degrees 00 minutes \_\_\_ seconds East (assumed bearing) on the East line of said NW ¼ of Section 36, a distance of 1,543.46 feet; thence North 90 degrees 00 minutes 00 seconds West 100.00 feet to a point on the Westerly right-of-way line of Kingsway Drive; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line 619.60 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line 146.00 to the point of curvature of a 759.53 foot radius curve to the right having a central angle of 09 degrees 02 minutes 37 seconds; thence on a curve and said Westerly right-of-way line, 119.88 feet; thence South 87 degrees 40 minutes 21 seconds West, 871.47 feet to the Westerly line of Outlot No. 1; thence North 16 degrees 55 minutes 53 seconds East, on said Westerly line; 280.48 feet to a point 655.79 feet from the Northwest corner of Outlot No. 1; thence North 87 degrees 40 minutes 21 seconds East, 799.17 feet to the point of beginning.

Exception No. 3: All that part of Outlot 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota described as: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 112 North, Range 26 West, Le Sueur County Minnesota; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said NW ¼ 1,543.46 feet; thence North 00 degrees 00 minutes 00 seconds West 100.00 feet to a point on the Westerly right-of-way line of Kingsway Drive; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line a distance of 619.60 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East along the Westerly right-of-way line of Kingsway Drive 265.00 feet; thence proceeding South 87 degrees 40 minutes 21 seconds West to the Westerly line of said Outlot 1; thence proceeding North 16 degrees 55 minutes 52 seconds East along said Westerly line of Outlot 1 as measured along said Westerly line; thence proceeding North 87 degrees 40 minutes 21 seconds East, 799.17 feet to the point of beginning.

Exception No. 4: All that part of Outlot 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota described as: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said NW ¼ 1,543.46 feet; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet to a point on the westerly right-of-way line of Kingsway Drive and the point of beginning; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line, a distance of 619.60 feet; thence South 87 degrees 40 minutes 21 seconds West, 799.17 feet to the westerly line of said Outlot 1; thence North 16 degrees 55 minutes

52 seconds East on said westerly line, 655.79 feet to the Northwest corner of said Outlot 1; thence North 87 degrees 40 minutes 21 seconds East on the northerly line of said Outlot 1, a distance of 608.03 feet to the point of beginning.

PID: 21.136.7500

(the "Property").

- B. The Sellers desire to sell, and the Buyer desires to purchase, the Property, subject to the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the mutual covenants made below and other good and valuable consideration, the parties agree as follows:

1. Offer and Acceptance. The Sellers agree to sell and the Buyer agrees to purchase the Property, subject to the terms and conditions of this Agreement.
2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be \$1,150,000.00, and shall be payable as follows:
  - a. \$1,000 Earnest Money, the receipt and sufficiency of which is hereby acknowledged but which shall be applied to the Purchase Price and said Earnest Money shall be retained by Sellers and non-refundable to Buyer, all except as provided pursuant to paragraph(s) 2 or 4 hereof.;
  - b. \$574,500 in good funds (certified or cashier's check or wire transfer) on the Closing Date (as hereinafter defined); and
  - c. The balance of \$574,500 payable over one year pursuant to a contract for deed and addendum, the terms of which are attached hereto as Exhibit B (the "Contract for Deed").
3. Title Matters. Within 10 days of the effective date of this Purchase Agreement, the Sellers shall furnish a title insurance commitment. No later than 10 business days after receiving the title insurance commitment, the Buyer must make written objections ("Objections") to the marketability of title to the Property based on the title insurance commitment. The Buyer's failure to make Objections within such time period will constitute a waiver of Objections. However, any matter which is not referenced in the title insurance commitment and is first recorded, discovered, or disclosed after the effective date of the title insurance commitment, whichever is later may be objected to by the Buyer in the manner described herein. The Buyer need not object to mortgages or other liens. If not sooner satisfied, the Sellers shall cause the Property to be released from any mortgages or other liens against the Property at the closing. Any matter shown on such title insurance commitment, other than a mortgage or other lien and not objected to by the Buyer shall

be a "Permitted Encumbrance" hereunder. Within seven business days after receipt of the Buyer's Objections, the Sellers shall notify the Buyer in writing if the Sellers elect not to cure the Objections. If such notice is given within said seven-day period, the Buyer may either waive the Objections or terminate this Agreement by giving written notice of termination to the Sellers within 10 business days after the Sellers' notice is given to the Buyer. If written notice by the Sellers is not given within the 10-day period, the Sellers shall use commercially reasonable efforts to correct any Objections within 30 days after the expiration of the 10-day period ("Cure Period"). If the title company is willing to issue a title insurance policy to the Buyer that does not except from title insurance coverage an item the Buyer has objected to, the objection relating to such item shall be deemed cured. If the Objections are not cured within the Cure Period, the Buyer shall have the option to do any of the following:

- a. Terminate this Agreement by giving written notice to the Sellers within 10 business days after the expiration of the Cure Period and neither the Sellers nor the Buyer shall have further rights or obligations hereunder. In such event the Sellers shall return the Earnest Money to the Buyer.
- b. Waive the objections and proceed to close without reduction in the Purchase Price.

The Buyer shall make its election within 10 business days after expiration of the Sellers' Cure Period. A failure to make an election within such period shall be deemed an election to proceed to close pursuant to paragraph 3 (b) above.

4. Conditions to Closing. The closing of the transaction contemplated by this Agreement and the obligation of the Sellers to sell the Property and of the Buyer to purchase the Property shall be subject to the following conditions:
  - a. The Buyer having determined on or before the Closing Date that it is satisfied, based upon the results of and matters disclosed by any environmental or soil investigations or testing of the Property, that there are no environmental or soil conditions that would interfere with the Buyer's proposed use of the Property;
  - b. The Buyer having reviewed and approved title to the Property pursuant to Section 3 herein; and
  - c. Approval of this Agreement by the District School Board.

The contingencies in 4 (a) and 4 (b) are for the sole benefit of the Buyer, and the Buyer shall have the right to waive those contingencies by giving written notice to the Sellers. The contingency in 4 (c) is for the benefit of Buyer and cannot be waived. If the contingencies set forth in this Section have not been satisfied or waived by the Closing Date, the Buyer or the Sellers may terminate this Agreement by giving written notice to the other on or before the Closing Date.

5. Environmental and Soil Investigation. The Buyer and its agents shall have the right, at its sole option and risk, to enter the Property for the purpose of testing soils, surveying, or doing other such work as may be necessary to determine the suitability of the Property for uses by the Buyer. If the Buyer investigates and tests the Property pursuant to this Section, the Buyer shall

pay all costs and expenses of such investigations and testing and shall hold the Sellers harmless from all damages and liabilities arising out of the Buyer's activities. Upon request of the Buyer, the Sellers shall also permit the Buyer to review all environmental reports and files, if any relating to the Property and in the Sellers' possession or control.

6. Real Estate Taxes. The Sellers shall be responsible for paying all delinquent real estate taxes, deferred real estate taxes (including Green Acres/Rural Preserve), penalties, and interest, if any. The Sellers shall be responsible for paying all real estate taxes payable in the year 2023. Real estate taxes payable in the year 2024 will be payable in accordance with the Contract for Deed.
7. Special Assessments. Special assessments certified for payment with real estate taxes payable in the year of closing and 2024 are payable in accordance with the Contract for Deed. The Sellers will pay on the Closing Date all other special assessments levied as of the date of this Agreement, including assessments, if any, for which payment has been deferred pursuant to applicable law. The Sellers represent that they have not received a notice of a pending public improvement project from any assessing authority.
8. Closing.
  - a. The closing shall take place on or before December 15, 2023 or at such other time and place as may be agreed to by the parties in writing (the "Closing Date").
  - b. On the Closing Date, the Buyer shall deliver to the Sellers the portion of the Purchase Price described in paragraph 2 (b), and the Sellers shall deliver to the Buyer possession of the Property, and shall execute and/or deliver to the Buyer:
    - i. The duly executed Contract for Deed and Addendum to Contract for Deed, the forms of which are attached to this Agreement as Exhibit B;
    - ii. A duly executed affidavit regarding Sellers;
    - iii. The well disclosure certificate, which is attached to this Agreement as Exhibit A;
    - iv. A FIRPTA Affidavit; and
    - v. Other documents reasonably required in order to complete the transaction contemplated by this Agreement.
  - c. The Sellers shall pay at closing:
    - i. The cost of recording all documents necessary to vest marketable title in the Buyer and cure title objections, if any;
    - ii. State deed tax applicable to the transfer of the Property to the Buyer;
    - iii. Their own attorneys' fees.
  - d. The Buyer shall pay at closing:
    - i. Title insurance premium and any premiums for endorsements;

- ii. Fees incurred in obtaining the title commitment and any title search and examine fees, if not paid prior to closing;
  - iii. Well disclosure certificate filing fee, if applicable,
  - iv. Any title company closing fee;
  - v. The cost of recording all other documents, including, but not limited to, the Contract for Deed;
  - vi. One-half of any title company closing fee; and
  - vii. Its own attorneys' fees.
9. Possession. The Sellers shall deliver possession of the Property not later than 11:59 p.m. on the Date of Closing. All personal property must be removed by the Sellers prior to the Date of Closing. Any personal property or debris left on the Property after the Date of Closing will be disposed of by the Buyer at the expense of the Sellers.

10. Covenants, Representations and Warranties of the Sellers.

- a. The Sellers have the legal capacity to enter into and perform this Agreement and those closing documents signed by them; such documents have been or will be duly authorized by all necessary action on the part of the Sellers and have been or will be duly executed and delivered; such execution, delivery and performance by the Sellers of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which the Sellers are a party; such documents are valid and binding obligations of the Sellers, and are enforceable in accordance with their terms, subject to bankruptcy, reorganization, insolvency, moratorium and other laws affecting the rights and remedies of creditors generally and principles of equity. The Sellers have not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Sellers within the last year.
- b. The Sellers have not entered into any other contracts for sale of the Property, any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the sale of the Property contemplated by this Agreement.
- c. There is no action, litigation, investigation, condemnation, or proceeding of any kind pending to, or to the best of the Sellers' knowledge without investigation, threatened against the Sellers or any portion of the Property.
- d. No wells exist on the Property;
- e. No individual sewage treatment system exists on the Property or serves the Property; and
- f. The Sellers own fee title to the Property.
- g. As of the Date of Closing, Tyler Sunderman and Jake Kreckleberg will be in possession of the Property as tenants. There will be no other tenants or third parties in possession of the Property.

- h. To the best of the Sellers' knowledge, the Property does not contain any underground storage tanks of any size or description.

The Sellers' representations shall be true, accurate and complete as of the date of this Agreement, in all material respects and, as modified by any notices given by the Sellers to the Buyer, on the Closing Date in all material respects. If any time prior to Closing, the Buyer shall determine that any representation herein made by the Sellers was not true in all material respects when made, the Buyer's sole remedy shall be to terminate this Agreement by giving notice to the Sellers and seeking any applicable remedies for breach from the Sellers. The Earnest Money shall be returned to the Buyer.

11. Covenants, Representations and Warranties of the Buyer. The Buyer represents and warrants to the Sellers that it is a non-profit corporation duly created under and subject to the laws of the State of Minnesota; the Buyer has the requisite power and authority to enter into and perform this Agreement and those Buyer closing documents signed by it; such documents have been or will be duly authorized by all necessary action on the part of the Buyer and have been or will be duly executed and delivered; such execution, delivery and performance by the Buyer of such documents does not conflict with or result in violation of any judgment, order, or decree of any court or arbiter to which the Buyer is a party; such documents are valid and binding obligations of the Buyer; and are enforceable in accordance with their terms.
12. Broker Commissions. The Sellers and the Buyer represent that neither party has engaged the services of any realtor, broker, or other person who would be entitled to a fee or commission in connection with the sale of the Property.
13. "As Is, Where Is." The Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the Sellers or any employee or agent of the Sellers with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the Sellers have not made and do not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties the Sellers hereby expressly disclaim, except as stated above. The Buyer is relying entirely upon information and knowledge obtained from its own investigation, experience and knowledge obtained from its own investigation, experience, or personal inspection of the Property. The Buyer expressly assumes, at closing, all environmental and other liabilities with respect to the Property and release and indemnify the Sellers from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the

Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release shall survive Closing. All statements of fact or disclosures, if any, made in this Agreement or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

14. Condemnation. If, prior to the Closing, eminent domain proceedings are commenced against all or any material part of the Property, the Sellers shall immediately give notice to the Buyer of such fact and at the Buyer’s option (to be exercised within 15 days after the Sellers’ notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. The Earnest Money paid by the Buyer shall be returned to the Buyer. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the Sellers shall assign to the Buyer at the Closing all of Sellers’ right, title, and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing, the Sellers shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer’s prior written consent. For purposes of this section, the words “a material part” means a part if acquired by a condemning authority would materially hinder Buyer’s operations on the Property.

15. Remedies.

- a. If the Sellers fail to consummate this Agreement for any reason except the Buyer’s default or the termination of this Agreement pursuant to a right to terminate given herein, the Buyer may, as its sole and exclusive remedy, terminate this Agreement by giving 30 days’ written notice to the Sellers, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, in which event the Earnest Money shall be promptly released to the Buyer and upon such release, neither party shall be further obligated to the other (except for the Buyer’s and the Sellers’ indemnities set forth in this Agreement). The Buyer specifically waives any right to make a claim against the Sellers for compensatory or consequential damages or any other type of monetary claim, except for the indemnity obligations set forth in this Agreement.
- b. If the Buyer fails to consummate this Agreement for any reason except the Sellers’ default or the termination of this Agreement pursuant to a right to terminate given herein, the Sellers’ sole and exclusive remedy shall be to terminate this Agreement by giving 30 days’ written notice to the Buyer, pursuant to Minnesota Statutes Section 559.21, as amended from time to time, in which case the Earnest Money shall be retained by the Sellers.

13. Miscellaneous.

- a. This Agreement represents the complete and final agreement of the parties and supersedes any prior oral or written understanding. This Agreement may be amended only by a writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.
- b. The Buyer and the Sellers represent and warrant that the recitals contained herein are true and accurate. All warranties and representations by the Sellers and the Buyer shall survive the closing of this transaction.
- c. All notices required hereunder shall be given by depositing in the U.S. Mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other):

To the Sellers: John K. King and Jane H. King  
418 So. Main St.  
Le Sueur, MN 56058

William F. King, Trustee  
2156 Poplar Street  
Mora, MN 55051

Jerold Sunderman  
41533 593<sup>rd</sup> Ave.  
New Ulm, MN 56073

Allen Sunderman and Joan Sunderman  
105 Culps Hill  
Le Sueur, MN 56058

With a copy to: Brent Christian  
Christian, Keogh, Moran, and King  
65 S Park Avenue  
Le Center, MN 56057

To the Buyer: Independent School District No. 2397  
Attn: Jim Wagner, Superintendent  
115 ½ N. 5<sup>th</sup> Street, Suite 200  
Le Sueur, MN 56058

With a copy to: Sarah Sonsalla  
Kennedy & Graven, Chartered  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402

- d. This Agreement shall be governed by the laws of the State of Minnesota.
- e. The Buyer may not assign its rights under this Agreement, without the prior written consent of the Sellers.
- f. All of the terms of this Agreement and warranties and representations herein contained shall survive and be enforceable after Closing.
- g. The Sellers acknowledge that in the event the Sellers are eligible for relocation assistance and benefits, the purchase price for the Property includes compensation for any and all relocation assistance and benefits for which the Sellers may be eligible, including benefits for loss of going concern. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement. For purposes of this Agreement, “relocation assistance and benefits” shall have the meanings ascribed to them by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Sections 4601-4655 (the federal URA) and the regulations implementing the federal URA, 49 C.F.R. Sections 24.1-24.603.
- h. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“PDF”) or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT  
NO. 2397

By: \_\_\_\_\_

Its: Board Chair

By: \_\_\_\_\_

Its: Board Clerk

SELLERS

By: \_\_\_\_\_  
John K. King

By: \_\_\_\_\_  
Jane H. King

WILLIAM F. KING AND MARILYN A.  
KING FAMILY REVOCABLE TRUST  
UNDER AGREEMENT DATED  
OCTOBER 27, 2016

By: \_\_\_\_\_  
William F. King, Trustee

By: \_\_\_\_\_  
Jerold Sunderman

By: \_\_\_\_\_  
Allen Sunderman

By: \_\_\_\_\_  
Joan Sunderman



**EXHIBIT A**

**Well Disclosure**

The Seller certifies that the Seller does not know of any wells on the subject Property.

**EXHIBIT B**

**Form of Contract for Deed and Addendum to Contract for Deed**

[to be added]

RESOLUTION ESTABLISHING COMBINED POLLING PLACES  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS DURING WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No.2397, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must be a polling place that has been designated by a county or municipality.** The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

Combined Polling Place:

Precinct 1: encompasses all territory in Independent School District 2397 located in Ottawa Township; those portions of Tyrone, Sharon, Derrynane, Kasota and Kelso Townships located within the boundaries of Independent School District 2397; that portion of Nicollet County located within the boundaries of Independent School District 2397; and all of the City of Le Sueur.

The polling place for Precinct 1 is: Le Sueur City Hall  
203 South 2nd Street  
Le Sueur, MN 56058

Precinct 2: encompasses all territory in Independent School District 2397 located in Henderson Township; those portions of Arlington, Jessenland, Faxon and Washington Lake Townships located within the boundaries of Independent School District 2397; that portion of Scott County

located within the boundaries of Independent School District 2397; and all of the City of Henderson.

The polling place for Precinct 2 is: Henderson City Hall  
600 Main Street  
Henderson, MN 56044

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 a.m. and 8:00 p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed:

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School Board Chair, Brigid Tuck

Attest:

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School Board Clerk, Kelsey Schwartz

**INDEPENDENT SCHOOL DISTRICT 2397  
LE SUEUR-HENDERSON PUBLIC SCHOOLS**

# SCHEDULED MEETINGS/ACTIVITIES

<i><b>DATE</b></i>	<i><b>DESCRIPTION</b></i>	<i><b>TIME</b></i>	<i><b>LOCATION</b></i>
TBD	MREA Annual Conference	TBD	MS/HS Media Center
December 4, 2023	Truth in Taxation Levy Adopt.	6:00 PM	MS/HS Media Center
December 4, 2023	Regular School Board Meeting	5:00 PM	MS/HS Media Center
December 8, 2023	Negotiation Committe Meeting (Custodial)	1:15 PM	MS/HS Media Center
December 18, 2023	School Board Work Session	6:30 PM	MS/HS Media Center
January 2, 2024	Organizational School Board Meeting	6:30 PM	MS/HS Media Center
January 2, 2024	Regular School Board Meeting	Following	MS/HS Media Center
	<a href="https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp">https://docs.google.com/spreadsheets/d/1veOz-5YPT7Eu8-Fp</a>		