

**City Council Regular Meeting Agenda  
Monday, February 9, 2026, 6:30 P.M.  
City Council Chambers**



**Mayor:**  
Shawn Kirby

**Council Members:**

Mark Huntington  
Kay Nelson  
Scott Schlueter  
Wendy Smith  
Marvin Sullivan  
Pam Williams

**REMOTE MEETING ACCESS:**

[https://bit.ly/lsc\\_260209](https://bit.ly/lsc_260209)

Councilmembers may  
participate via interactive  
technology.

**Address:**  
203 South Second Street  
Le Sueur, MN 56058

**Phone:**  
(507) 665-6401

**Website:** [www.cityoflesueur.com](http://www.cityoflesueur.com)

1. Call To Order
2. Pledge Of Allegiance
3. Approval Of The Agenda
4. Presentations

4.A. Annual Planning Commission Review

Documents:

[PLANNING COMMISSION ANNUAL REVIEW - FULL ITEM.PDF](#)

5. Public Hearings

5.A. Easement Vacation - Turril Street And Elmwood Avenue

Documents:

[PUBLIC HEARING - EASEMENT VACATION - FULL ITEM.PDF](#)

6. Consent Agenda

All items on the Consent Agenda are considered routine and have been made available to the City Council at least two (2) days in advance of the meeting. The items will be enacted in one motion. There will be no separate discussion of these items unless a council member or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.

6.A. City Council Meeting Minutes 1/26/2026

Documents:

[01.26.26 CC MINUTES.PDF](#)

6.B. Disbursements Through February 9, 2026

Documents:

[EXPENSE APPROVAL REPORT - 2.9.2026.PDF](#)

7. Public Comment

Public Comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to five (5) minutes per person. Persons wishing to make a comment must sign up in advance of the meeting on the sheet provided and identify themselves by providing a name and address.

8. City Administrator Update

9. Regular Agenda

9.A. Second And Final Reading Of Ordinance 619 Miller Homes Planned Unit Development

Documents:

[ORDINANCE 619 - MILLER HOMES PUD SECOND AND FINAL READING - FULL ITEM.PDF](#)

9.B. Resolution R2026-011 Summary Publication For Ordinance 619

Documents:

[ORDINANCE 619 SUMMARY PUBLICATION - FULL ITEM.PDF](#)

9.C. Resolution R2026-008 Vacation Of Public Utility Easement

Documents:

[R2026-008 - VACATION OF PUBLIC UTILITY EASEMENT - FULL ITEM.PDF](#)

9.D. Resolution R2026-010 Approve Minor Subdivision Miller Homes

Documents:

[MILLER HOMES TURRIL ST - MINOR SUBDIVISION APPROVAL - FULL ITEM.PDF](#)

9.E. Second And Final Reading Of Ordinance 616 Amending City Charter

Documents:

[ORDINANCE 616 - SECOND AND FINAL READING - FULL ITEM.PDF](#)

9.F. Resolution R2026-004 Summary Publication For Ordinance 616

Documents:

[SUMMARY PUBLICATION OF ORDINANCE 616 - FULL ITEM.PDF](#)

9.G. Resolution R2026-012 Airport Land Acquisition Purchase Agreement

Documents:

[R2026-012 - AIRPORT PROPERTY ACQUISITION APPROVAL - FULL ITEM.PDF](#)

9.H. Resolution R2026-009 Abatement And Joint Powers Agreement

Documents:

[R2026-009 ABATEMENT AND JOINT POWERS AGREEMENT - FULL ITEM.PDF](#)

9.I. Planning Commission Policy And Procedure Manual 2026

Documents:

[PLANNING COMMISSION POLICY AND PROCEDURE MANUAL 2026 - FULL ITEM.PDF](#)

10. Reports & Items Of Appreciation

City Council members may provide reports on meetings pertinent to the general public interest or share items of appreciation.

11. Adjourn



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator  
Justin Nielsen, Zoning Administrator & Building Official

SUBJECT: Presentation: Planning Commission Year in Review

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Chair of the Le Sueur Planning Commission, Newell Krogmann, will present to City Council the commission's annual report.

**SUMMARY**

Per Chapter 33.041 of City Code, the commission shall, on or before February 15<sup>th</sup> of each year, submit to the City Council a report of the commission's work during the previous calendar year. Chair Krogmann will be present at the February 9, 2026 City Council meeting to deliver said report for calendar year 2025.

**ACTION REQUESTED**

Receive the annual Planning Commission report.

# **Planning Commission 2025 Recap**

- January
  - Krogmann and T. Johnson took the oath of office for new 3 year terms.
  - Elected Newell Krogmann as Chair, Chris Roeder as Vice Chair.
  - Annual review of the Planning Commission policy and procedures.
  - Adopted a work plan for 2025.
  - Held a public hearing for a land rezone of the EDA property on 169.
- February
  - Reviewed current zoning maps including future land use and extraterritorial maps.
- March
  - Meeting canceled.
- April
  - Reviewed a concept plan for the proposed redevelopment of Park Elementary and provided feedback to City Staff.
- May
  - Reviewed the Developmental Review process for receiving and processing zoning applications such as Plats and Planned Unit Developments (PUD).
- June
  - Meeting Canceled – lack of quorum.
- July
  - Reviewed criteria and processes for Planned Unit Developments.
  - Began planning for the 2025 Future of the City (FOTC) survey and forum.
- August
  - Held a public hearing and made a recommendation to City Council to approve a Conditional Use Permit (CUP) amendment for Oak Terrace Senior Living six-unit expansion.
  - Held a public hearing and made a recommendation to City Council to approve a Comprehensive Plan amendment, Zoning Map amendment, Preliminary Plat, and PUD with conditions.
  - Continued planning for the FOTC survey and forum.
- September
  - Continued planning for the FOTC survey and forum.
  - Launched the 2025 FOTC Survey.
- October
  - Reviewed FOTC Survey Questions.

- Finalized preparation for the FOTC forum.
- November
  - Discussed the new date for the FOTC forum to be held December 10<sup>th</sup>.
  - Discussed the 2025 PC work recap and plan of work for 2026.
- December
  - Evaluated the 2025 FOTC forum and completed plan for 2026
  - Held FOTC forum.

**For 2025 the Planning Commission reviewed the following:**

Total Public Hearings = 3

Total Rezones = 0

Total CUP's = 1

Total Variances = 0

Total Plats = 0

## **Plan of Work for 2026**

- Finish updating the Zoning Districts, Public/Institutional and Urban Reserve.
- 2040 Comprehensive Plan Review.
- Future of the City Survey.
- Future of the City Forum.
- Continue with additional training.
- Hearings (as needed) and recommendations to the City Council on applications and other matters brought before the Planning Commission.



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator

SUBJECT: Public Hearing: Easement Vacation

DATE: For the City Council Meeting of February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider opening a Public Hearing regarding the vacation of an electric easement in favor of the City of Le Sueur.

**SUMMARY**

The City is the beneficiary of an electric easement in the area of Turril Street and Elmwood Avenue. This easement is considered a “blanket” because it covers a wide swath and is not specific to the location of electric infrastructure. While the City maintains electric infrastructure in this area, a blanket easement is considered generic, and can impinge on development, such as that involved with the Miller Homes development at the corner of Turril and Elmwood.

To vacate the easement, City Council must adopt a resolution, prior to which a Public Hearing must be held. Should City Council conduct a Public Hearing on the vacation of this easement, it could then consider Resolution R2026-008, which will be presented during the regular agenda.

**ACTION REQUESTED**

Staff recommend the Council open a Public Hearing related to the easement vacation.

Alternate Actions:

- No action / Denial: Public Hearing will not be opened.
- Modification of Recommendation: This is always an option for City Council.

A regular meeting of the City Council was held on Monday, January 26, 2026, at 6:30pm in the Council Chambers with Mayor Kirby presiding. Council Members are present: Nelson, Schlueter, Smith, Sullivan, and Williams. Also participating: City Administrator, Joe Roby; Police Chief, Pilar Stier

**1. Call to Order**

**2. Pledge of Allegiance**

- 3. Approval of the Agenda:** Motion by Council Member Sullivan seconded by Council Member Schlueter to approve the agenda as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**4. Public Hearing**

**4A. Ordinance 618 Amending Chapters 52 and 112 of City Code**

Administrator Roby presented that ordinance 618 pertains to water utilities and that City Council waived the first reading at their January 12<sup>th</sup> meeting. A public hearing is required before City Council can hold the second reading and vote on it.

Motion by Council Member Sullivan seconded by Council Member Williams to open the public hearing. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

No members of the public were present to speak.

Motion by Council Member Sullivan seconded by Council Member Schlueter to close the public hearing. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

- 5. Consent Agenda:** Motion by Council Member Huntington seconded by Council Member Schlueter to approve the following consent agenda items:

**5A.** City Council Minutes January 12, 2026

**5B.** Disbursements Through January 26, 2026

**5C.** Approve Payment Application 2 – Airport Hangar Project

**5D.** Approve Resolution R2026-005 Lawful Gambling – Bulldog Youth Hockey Association

**5E.** Personnel Action – Temporary Police Officer

Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**6. Public Comment**

None

**7. City Administrator Report**

Administrator Roby reminded citizens to sign up for SmartHub! The Planning Commission, EDA, and HRA all have one vacancy while the Charter Commission has several. Thank you to LSH and the Le Sueur Rotary for doing the Giant Reality Challenge. The Le Sueur Volunteer Chamber held their initial meeting last week. The Le Sueur Heritage Trail will hold their final meeting this week, finalizing signage and placement. The next City Council meeting will be February 9<sup>th</sup>. Administrator Roby introduced Chief Stier to address the council and update them regarding the

federal investigation taking place. Chief Stier stated that she spoke to middle schoolers and high schoolers, some of whom had questions about what to do if approached by federal agents. Chief Stier also stated she had spoken to local religious leaders to reach out for assistance. Chief Stier presented that she has been in contact with some Homeland Security agents who stated they will be doing business checks but don't plan to be in this area anytime soon. She was thanked for her service and efforts to keep the community informed and safe.

## 8. Regular Agenda:

### **8A. and 8B.** Minor Subdivision Application and First Reading of Ordinance 619 Miller Homes Planned Unit Development

Administrator Roby presented City Council with Regular Agenda items 8A and 8B at the same time as they pertain to the same project and application but will be approved in separate actions. City staff received an application from Miller Homes to develop a parcel of land located at the corner of Elmwood Avenue and Turril Street. The applicant is requesting approval of a minor subdivision and a planned unit development to build three single-family homes on the vacant land. A PUD is being requested to allow for flexibility with the lot width standards for 1 of 3 lots. Due to already established easements and so to meet setback requirements, the middle lot would have to be reduced 7.5 feet from the required 70 foot width standard in a R-2 residential zone. City staff has presented that both the subdivision and PUD are consistent with the city's Comprehensive plan and meet the review criteria found in the zoning ordinance. The Planning Commission has been presented with this project and held a public hearing at their January 8<sup>th</sup> meeting. The Planning Commission is recommending the approval of the minor subdivision and planned unit development.

Motion by Council Member Schlueter seconded by Council Member Sullivan to direct staff to bring back to City Council findings of approval for the minor subdivision. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

Motion by Council Member Sullivan seconded by Council Member Nelson to waive the first reading of ordinance 619 as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

### **8C.** Resolution R2026-007: 2026 Cogeneration & Small Power Production Tariff

Administrator Roby presented City Council the resolution R2026-007 that approves the update to schedules 1, 2, and 3, of the city's electric utility cogeneration and small power production tariff for qualifying interconnecting facilities, which are customers who produce their own electricity from solar installations. Per state statute, the City's electric utility must file the tariff annually with the City of Le Sueur.

Motion by Council Member Sullivan seconded by Council Member Williams to adopt resolution R2026-007 as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

### **8D.** 2025 Pay Equity Report

Administrator Roby presented City Council with the results of the 2025 Pay Equity Report. The Pay Equity Report is required to be completed every three years and ensures equitable compensation between position classes dominated by men and those dominated by women. The City's results from 2025 suggest a pay equity compliance concern so City Staff will work with Minnesota Management and Budget to determine results and any remediation.

Motion by Council Member Sullivan seconded by Council Member Williams to approve the 2025 Pay Equity Report as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**8E. Airfield Lighting Replacement – Work Order #4**

Administrator Roby presented City Council that airport engineering firm, SEH, along with City Staff, have been planning for capital upgrades to the lighting and associated electrical infrastructure at the Le Sueur Municipal Airport (12Y). The project focuses on the replacement of the precision approach path indicators, runway end identifier lights, medium intensity runway lights, and associated electrical system. The current equipment is past its use life and was identified on the airport capital plan. The project was included in the Airport Capital Improvement Plan and is eligible for federal funding at a split of 95% using federal funds, 2.5% using state funds, and 2.5% using local funds. This project was in the approved CIP for 2026. The work order being presented to City Council includes program coordination, project formulation, final design, preparation of bidding documents, and project management. The project estimate start would be September or October of 2026.

Motion by Council Member Schlueter seconded by Council Member Nelson to approve work order #4 with SEH as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**8F. Second and Final Reading Ordinance 618 – Amending Chapters 52 and 112 of City Code**

Administrator Roby presented City Council with ordinance 618 as it pertains to the city's water utility and plumbing. The first reading was waived at the regular city council meeting on January 12, 2026 and the public hearing held on January 26<sup>th</sup>. City Staff worked with the city attorney since the first reading and has made amendments to the ordinance.

Motion by Council Member Sullivan seconded by Council Member Schlueter to waive the second and final reading of ordinance 618 as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**8G. Resolution R2026-006 Publication Summary for Ordinance 618**

Administrator Roby presented City Council with resolution R2026-006 that would allow staff to publish a summary of ordinance 618. Ordinances are required to be published after the holding of the second reading before the ordinance can take effect however, state statute allows for summaries to be published when ordinances are lengthy.

Motion by Council Member Sullivan seconded by Council Member Schlueter to approve resolution R2026-006 as presented. Voting in favor: Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 6-0.

**9. Comments/Reports/Items of Appreciation:**

- Nelson: Got clarification on the EDA and would like to staff to look into the city getting reimbursed for city staff time for EDA items.
- Schlueter: Attended a full board Region 9 meeting on the 14<sup>th</sup>, the initial Le Sueur Volunteer Chamber meeting last Thursday, and the EDA meeting prior to the Council meeting. Will be attending the Le Sueur County Official's Meeting on Wednesday. Two local restaurants have locked their doors and the federal invasion continues in Minnesota so if you haven't done so contact your state and federal officials to express your concerns.

- Smith: Nothing to Report
- Sullivan: Had an EDA meeting tonight
- Williams: Have a hospital board meeting tomorrow. Everyone be kind to each other, take care of your neighbors, it's a terrible time we are going through and all we can hope is to have leadership to see the right that can be done.
- Kirby: Stay warm, keep the peace, and stay safe.

**Motion by Council Member Sullivan to adjourn meeting at 7:06pm.**

---

Lindsey Dhaene  
City Clerk



# Council Approval Report for February 9, 2026

By Fund

Post Dates 1/27/2026 - 2/9/2026

| Account Number                                  | Vendor Name                      | Description (Item)               | Payable Number | Amount   |
|---|----------------------------------|----------------------------------|----------------|--|
| <b>Fund: 101 - GENERAL FUND</b>                 |                                  |                                  |                |  |
| 101-14101                                       | AG PARTNERS                      | DIESEL BULK FUEL                 | 3099542        | 2,410.51   |
| 101-14101                                       | AG PARTNERS                      | OXY BULK FUEL                    | 3099554        | 3,274.35   |
|   |                                  |                                  |                | <b>5,684.86</b>  |
| <b>Department: 41110 - CITY COUNCIL</b>         |                                  |                                  |                |  |
| 101-41110-331                                   | NEWELL KROGMANN                  | MMPA BOARD MEETING MILEAGE       | 2.9.26         | 45.53  |
| 101-41110-331                                   | SCOTT SCHLUETER                  | MILEAGE REIMBURSEMENT            | 2.9.26         | 21.46  |
|   |                                  |                                  |                | <b>Department 41110 - CITY COUNCIL Total: 66.99</b>          |
| <b>Department: 41320 - CITY ADMINISTRATOR</b>   |                                  |                                  |                |  |
| 101-41320-309                                   | MARCO INC                        | JANUARY 2026 OFFICE COPIER LEASE | 573509650      | 296.03   |
| 101-41320-321                                   | METRONET                         | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 958.66   |
| 101-41320-322                                   | PITNEY BOWES                     | POSTAGE MACHINE USAGE            | 2.9.2026       | 101.25   |
| 101-41320-437                                   | CARDMEMBER SERVICE               | WHITEPAGES.COM SUBSCRIPTION      | 2.9.26         | 5.99   |
|   |                                  |                                  |                | <b>Department 41320 - CITY ADMINISTRATOR Total: 1,361.93</b> |
| <b>Department: 41910 - PLANNING AND ZONING</b>  |                                  |                                  |                |  |
| 101-41910-437                                   | CARDMEMBER SERVICE               | COFFEE                           | 2.9.26         | 94.26  |
|   |                                  |                                  |                | <b>Department 41910 - PLANNING AND ZONING Total: 94.26</b>   |
| <b>Department: 41940 - GOVERNMENT BUILDINGS</b> |                                  |                                  |                |  |
| 101-41940-400                                   | LEGACY CLEANING                  | CLEANING SERVICES                | 3476           | 345.00   |
| 101-41940-401                                   | COLE PAPERS INC.                 | CLEANING SUPPLIES                | 10677755       | 158.46   |
| 101-41940-401                                   | COLE PAPERS INC.                 | CLEANING SUPPLIES                | 10679505       | 342.66   |
|   |                                  |                                  |                | <b>Department 41940 - GOVERNMENT BUILDINGS Total: 846.12</b> |
| <b>Department: 42120 - POLICE DEPARTMENT</b>    |                                  |                                  |                |  |
| 101-42120-201                                   | RADERMACHER'S                    | COFFEE & POPCORN                 | 00108095       | 51.21  |
| 101-42120-201                                   | RADERMACHER'S                    | COFFEE FILTERS                   | 00109674       | 8.58   |
| 101-42120-201                                   | RADERMACHER'S                    | COFFEE & GARBAGE BAGS            | 00110751       | 56.97  |
| 101-42120-201                                   | QUILL CORPORATION                | PAPER TOWELS, TP                 | 47232103       | 188.94   |
| 101-42120-201                                   | TRUSTWORTHY HARDWARE OF LE       | BATTERIES                        | INV0013219     | 32.99  |
| 101-42120-207                                   | CARDMEMBER SERVICE               | TRAINING                         | 2.9.26         | 200.95   |
| 101-42120-207                                   | CARDMEMBER SERVICE               | TRAINING                         | 2.9.26         | 200.95   |
| 101-42120-207                                   | CARDMEMBER SERVICE               | TRAINING WITH FD                 | 2.9.26         | 250.00   |
| 101-42120-217                                   | STREICHER'S INC                  | UNIFORMS FOR COATES              | 11804734       | 53.98  |
| 101-42120-217                                   | STREICHER'S INC                  | UNIFORM FOR COATES               | 11807336       | 139.98   |
| 101-42120-221                                   | MASONIC CHARITIES NICOLLET LODGE | FIRE SUPPRESSION TOOL            | INV0013221     | 600.00   |
| 101-42120-305                                   | NOVACARE REHABILITATION          | PRE-EMPLOYMENT TESTING           | 849323932      | 185.00   |
| 101-42120-309                                   | CONFITREK                        | CONTRACT RENEWAL                 | 1315           | 1,008.00   |
| 101-42120-309                                   | MORRIS ELECTRONICS INC           | IT ON RSA                        | 17825          | 62.50  |
| 101-42120-309                                   | MORRIS ELECTRONICS INC           | IT WORK                          | 18002          | 62.50  |
| 101-42120-309                                   | MARCO INC                        | JANUARY 2026 OFFICE COPIER LEASE | 573509650      | 148.02   |
| 101-42120-309                                   | THOMSON REUTERS                  | CLEAR SUBSCRIPTION CHARGES       | 853201618      | 304.80   |
| 101-42120-309                                   | LEXIPOL                          | 2026 ANNUAL AGREEMENT            | INVLEX11262396 | 5,649.60   |
| 101-42120-311                                   | MINNESOTA CRITTER GETTER         | ANIMAL CONTROL                   | INV0013220     | 1,400.00   |
| 101-42120-321                                   | METRONET                         | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 535.73   |
| 101-42120-321                                   | FRONTIER COMMUNICATIONS          | PHONE SERVICE                    | INV0013222     | 161.20   |
| 101-42120-400                                   | LEGACY CLEANING                  | CLEANING SERVICES                | 3476           | 395.00   |
| 101-42120-400                                   | CINTAS CORPORATION LOC. 88005    | RUG SERVICE                      | 4256751759     | 192.58   |
| 101-42120-400                                   | CINTAS CORPORATION LOC. 88005    | RUG SERVICE                      | 4258229538     | 192.58   |
| 101-42120-401                                   | AMAZON CAPITAL SERVICES          | THERMOSTAT COVERS                | 13FN-TLCP-     | 20.79  |
| 101-42120-401                                   | AMAZON CAPITAL SERVICES          | KEYPAD LOCK/TPMS SENSORS         | 1XNL-1PCQ-     | 69.99  |
| 101-42120-401                                   | SPS COMPANIES, INC.              | TOILET REPAIR                    | S5181827.001   | 27.61  |
| 101-42120-407                                   | CTS CONSTRUCTION & TREE SERVICE  | SIDEWALK SNOW REMOVAL NUISANCE   | 6205           | 2,385.00   |
| 101-42120-431                                   | CARDMEMBER SERVICE               | VEHICLE TITLE                    | 2.9.26         | 58.00  |
| 101-42120-431                                   | CARDMEMBER SERVICE               | VEHICLE TITLE                    | 2.9.26         | 1.25   |

| Account Number | Vendor Name             | Description (Item)          | Payable Number | Amount   |
|----------------|-------------------------|-----------------------------|----------------|----------|
| 101-42120-431  | WOLF MOTOR CO., INC.    | INTAKE MANIFOLD SQUAD 2020  | 9055573        | 2,593.68 |
| 101-42120-431  | WOLF MOTOR CO., INC.    | WATER PUMP FOR SQUAD 21     | 9055636        | 221.95   |
| 101-42120-431  | WOLF MOTOR CO., INC.    | TAHOE EXHAUST LEAK & BRAKES | 9055713        | 263.14   |
| 101-42120-452  | AMAZON CAPITAL SERVICES | PRINTER PAPER FOR SQUADS    | 1GGV-VGVT-6136 | 70.50    |
| 101-42120-570  | AMAZON CAPITAL SERVICES | OFFICE CHAIRS               | 1PN1-NGXV-     | 340.14   |
| 101-42120-570  | AMAZON CAPITAL SERVICES | OFFICE EQUIPMENT            | 1W9F-MCTF-     | 559.91   |

**Department 42120 - POLICE DEPARTMENT Total: 18,694.02**

**Department: 43121 - STREET DEPARTMENT**

|               |                              |                          |             |           |
|---------------|------------------------------|--------------------------|-------------|-----------|
| 101-43121-207 | CARDMEMBER SERVICE           | SHADE TREE SHORT COURSE  | 2.9.26      | 720.00    |
| 101-43121-211 | COLE PAPERS INC.             | CLEANING SUPPLIES        | 10673890    | 314.44    |
| 101-43121-211 | COLE PAPERS INC.             | CLEANING SUPPLIES        | 10676519    | 423.41    |
| 101-43121-216 | MATHESON TRI-GAS INC         | OXYGEN & ACETYLENE       | 0032661937  | 96.50     |
| 101-43121-216 | MATHESON TRI-GAS INC         | ARC GAS                  | 32007760    | 96.74     |
| 101-43121-217 | C & S SUPPLY                 | GLOVES                   | 919397      | 12.99     |
| 101-43121-225 | RAMY TURF PRODUCTS           | GRASS SEED & FERTILIZER  | 10527       | 481.00    |
| 101-43121-225 | CARDMEMBER SERVICE           | HOLIDAY POT DECORATIONS  | 2.9.26      | 28.45     |
| 101-43121-225 | CARDMEMBER SERVICE           | HOLIDAY POT DECORATIONS  | 2.9.26      | 72.75     |
| 101-43121-240 | MATHESON TRI-GAS INC         | GAS SUPPLIES             | 0032661938  | 37.00     |
| 101-43121-240 | MENARDS - MANKATO            | BREAKER BARS             | 15248       | 102.98    |
| 101-43121-240 | CARDMEMBER SERVICE           | SAFETY GLASS/SHIELD      | 2.9.26      | 68.82     |
| 101-43121-240 | CARDMEMBER SERVICE           | HYDRAULIC CRIMPING TOOL  | 2.9.26      | 75.50     |
| 101-43121-240 | CARDMEMBER SERVICE           | WELDING GLOVES           | 2.9.26      | 97.14     |
| 101-43121-240 | CARDMEMBER SERVICE           | CLOUD DATA SUBSCRIPTION  | 2.9.26      | 13.99     |
| 101-43121-240 | SIWEK LUMBER & MILLWORK - LE | HARDWARE                 | 295686      | 25.99     |
| 101-43121-240 | NAPA AUTO PARTS              | PW-52 TERMINAL/SOCKETS   | 569559      | 5.55      |
| 101-43121-240 | NAPA AUTO PARTS              | GRINDING WHEELS          | 570146      | 16.47     |
| 101-43121-252 | GREAT LAKES SALT COMPANY     | UNTREATED SALT           | INV182658   | 13,792.86 |
| 101-43121-252 | GREAT LAKES SALT COMPANY     | TREATED SALT             | INV184249   | 10,326.47 |
| 101-43121-327 | SAFETY SIGNS LLC             | CITY TRAFFIC CONTROL     | 25005568    | 835.25    |
| 101-43121-400 | LEGACY CLEANING              | CLEANING SERVICES        | 3476        | 140.00    |
| 101-43121-401 | MENARDS - MANKATO            | BUILDING REPAIRS         | 12949       | 135.01    |
| 101-43121-401 | MENARDS - MANKATO            | PVC/CAULK/TRIM           | 15386       | 127.46    |
| 101-43121-401 | VIKING FIRE & SAFETY LLC     | FIRE EXTINGUISHER        | 55117       | 49.95     |
| 101-43121-404 | LANO EQUIPMENT INC.          | T300 FILTER              | 01-1210964  | 63.70     |
| 101-43121-404 | AMAZON CAPITAL SERVICES      | PW-52 WIRING             | 14KL-DDLM-  | 125.99    |
| 101-43121-404 | TOPPERS PLUS INC.            | PLOW MARKERS             | 190029      | 54.00     |
| 101-43121-404 | AMAZON CAPITAL SERVICES      | PW-56 TIRE               | 1DWL-THNJ-  | 82.93     |
| 101-43121-404 | AMAZON CAPITAL SERVICES      | PW-20 TAIL LIGHT         | 1WGX-HVQ3-  | 38.99     |
| 101-43121-404 | AMAZON CAPITAL SERVICES      | KEYPAD LOCK/TPMS SENSORS | 1XNL-1PCQ-  | 85.69     |
| 101-43121-404 | CARDMEMBER SERVICE           | SWITCH                   | 2.9.26      | 36.00     |
| 101-43121-404 | CARDMEMBER SERVICE           | DOOR HANDLE              | 2.9.26      | 116.77    |
| 101-43121-404 | CARDMEMBER SERVICE           | CUTTING EDGES            | 2.9.26      | 386.28    |
| 101-43121-404 | TOPPERS PLUS INC.            | PW-08 HITCH MOUNT        | 214123      | 239.50    |
| 101-43121-404 | ENVIRONMENTAL EQUIPMENT &    | PW-55 REPAIR             | 25476       | 2,885.73  |
| 101-43121-404 | NW TIRE                      | PW-07 TIRES              | 3553036     | 140.64    |
| 101-43121-404 | GRAHAM'S VALLEY AG           | PW-55 REPAIR             | 40375       | 279.87    |
| 101-43121-404 | GRAHAM'S VALLEY AG           | PW-55 REPAIR             | 40920       | 274.83    |
| 101-43121-404 | MOSKE'S AUTO SERVICE         | PW-07 TIRE REPAIR        | 56121       | 43.50     |
| 101-43121-404 | NAPA AUTO PARTS              | PW-52 TERMINAL/SOCKETS   | 569559      | 12.49     |
| 101-43121-404 | NAPA AUTO PARTS              | PW-52 SOLENOID           | 569590      | 111.59    |
| 101-43121-404 | NAPA AUTO PARTS              | FLEET SUPPLIES           | 569608      | 50.26     |
| 101-43121-404 | NAPA AUTO PARTS              | PW-56 FILTERS            | 569700      | 185.21    |
| 101-43121-404 | NAPA AUTO PARTS              | PW-56 PAINT              | 569721      | 11.99     |
| 101-43121-404 | NAPA AUTO PARTS              | PW-32 TOGGLE SWITCH      | 570083      | 11.15     |
| 101-43121-404 | C & S SUPPLY                 | TRIMMER REPAIR           | 919092      | 243.99    |
| 101-43121-404 | CRYSTEEL TRUCK EQUIPMENT     | PW-52 WING BOLT          | LP225663    | 188.98    |
| 101-43121-404 | CRYSTEEL TRUCK EQUIPMENT     | PW-52 TARP MOTOR         | LP226608    | 290.00    |
| 101-43121-404 | ARNOLD'S OF MANKATO, INC.    | PW-01 CUTTING EDGE       | P50155      | 41.58     |
| 101-43121-404 | ARNOLD'S OF MANKATO, INC.    | PW-01 CUTTING EDGE       | P50668      | 323.24    |
| 101-43121-404 | SANCO EQUIPMENT LLC          | PW-14 FILTERS            | PS2046231-1 | 430.18    |

| Account Number  | Vendor Name                    | Description (Item)               | Payable Number | Amount            |
|---|--------------------------------|----------------------------------|----------------|-------------------|
| 101-43121-404   | RDO EQUIPMENT                  | PW-34 REPAIR                     | W2441704       | 1,373.15          |
| <b>Department 43121 - STREET DEPARTMENT Total:</b>            |                                |                                  |                | <b>36,224.95</b>  |
| <b>Department: 45500 - LIBRARY MAINTENANCE</b>                |                                |                                  |                |                   |
| 101-45500-400   | LEGACY CLEANING                | CLEANING SERVICES                | 3476           | 660.00            |
| 101-45500-401   | COLE PAPERS INC.               | CLEANING SUPPLIES                | 10673919       | 70.28             |
| 101-45500-401   | AMAZON CAPITAL SERVICES        | AED CABINET                      | 1T9Y-H474-     | 93.94             |
| <b>Department 45500 - LIBRARY MAINTENANCE Total:</b>          |                                |                                  |                | <b>824.22</b>     |
| <b>Department: 49200 - UNALLOCATED EXPENDITURES</b>           |                                |                                  |                |                   |
| 101-49200-460   | LEGACY CLEANING                | CLEANING SERVICES                | 3476           | 270.00            |
| <b>Department 49200 - UNALLOCATED EXPENDITURES Total:</b>     |                                |                                  |                | <b>270.00</b>     |
| <b>Department: 49220 - WORKER'S COMP</b>                      |                                |                                  |                |                   |
| 101-49220-151   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE          | 2.9.2026       | 43,181.23         |
| <b>Department 49220 - WORKER'S COMP Total:</b>                |                                |                                  |                | <b>43,181.23</b>  |
| <b>Fund 101 - GENERAL FUND Total:</b>                         |                                |                                  |                | <b>107,248.58</b> |
| <b>Fund: 225 - FIRE SERVICE FUND</b>                          |                                |                                  |                |                   |
| <b>Department: 42200 - FIRE SERVICE</b>                       |                                |                                  |                |                   |
| 225-42200-151   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE          | 2.9.2026       | 6,635.52          |
| 225-42200-219   | NAPA AUTO PARTS                | FLOOR DRY                        | 570222         | 207.40            |
| 225-42200-321   | METRONET                       | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 287.83            |
| 225-42200-321   | VERIZON CONNECT                | FD VEHICLE TRACKING JANUARY 2026 | 326000082490   | 52.35             |
| 225-42200-400   | LEGACY CLEANING                | CLEANING SERVICES                | 3476           | 120.00            |
| 225-42200-492   | CARDMEMBER SERVICE             | MEAL                             | 2.9.26         | 79.00             |
| <b>Department 42200 - FIRE SERVICE Total:</b>                 |                                |                                  |                | <b>7,382.10</b>   |
| <b>Fund 225 - FIRE SERVICE FUND Total:</b>                    |                                |                                  |                | <b>7,382.10</b>   |
| <b>Fund: 235 - AIRPORT FUND</b>                               |                                |                                  |                |                   |
| <b>Department: 49810 - AIRPORT ADMINISTRATION</b>             |                                |                                  |                |                   |
| 235-49810-321   | METRONET                       | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 114.97            |
| 235-49810-362   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE          | 2.9.2026       | 223.05            |
| 235-49810-403   | RAMY TURF PRODUCTS             | GRASS SEED & FERTILIZER          | 10392          | 481.00            |
| 235-49810-425   | MN COUNCIL OF AIRPORTS         | MCOA ANNUAL FEE                  | 1332           | 150.00            |
| <b>Department 49810 - AIRPORT ADMINISTRATION Total:</b>       |                                |                                  |                | <b>969.02</b>     |
| <b>Fund 235 - AIRPORT FUND Total:</b>                         |                                |                                  |                | <b>969.02</b>     |
| <b>Fund: 327 - 2022 CSAH36 IMPROVEMENT BOND</b>               |                                |                                  |                |                   |
| <b>Department: 47000 - DEBT SERVICE</b>                       |                                |                                  |                |                   |
| 327-47000-601   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | 44,022.49         |
| 327-47000-611   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | 28,138.51         |
| <b>Department 47000 - DEBT SERVICE Total:</b>                 |                                |                                  |                | <b>72,161.00</b>  |
| <b>Fund 327 - 2022 CSAH36 IMPROVEMENT BOND Total:</b>         |                                |                                  |                | <b>72,161.00</b>  |
| <b>Fund: 420 - CAPITAL IMPROVEMENT FUND</b>                   |                                |                                  |                |                   |
| <b>Department: 49250 - GENERAL CAPITAL IMPROVEMENTS</b>       |                                |                                  |                |                   |
| 420-49250-560   | AXON ENTERPRISES INC           | SQUAD CAMERA FOR CSO UNIT        | INUS419653     | 2,683.35          |
| 420-49250-580   | RENVILLE SALES, INC.           | TRAILER                          | 59656          | 7,816.47          |
| <b>Department 49250 - GENERAL CAPITAL IMPROVEMENTS Total:</b> |                                |                                  |                | <b>10,499.82</b>  |
| <b>Fund 420 - CAPITAL IMPROVEMENT FUND Total:</b>             |                                |                                  |                | <b>10,499.82</b>  |
| <b>Fund: 601 - WATER UTILITY FUND</b>                         |                                |                                  |                |                   |
| 601-22530   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | -1,823.93         |
| 601-23130   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | 43,774.39         |
|   |                                |                                  |                | <b>41,950.46</b>  |
| <b>Department: 49410 - POWER AND PUMPING</b>                  |                                |                                  |                |                   |
| 601-49410-381   | MINNESOTA VALLEY ELECTRIC COOP | ELECTRIC                         | 2.9.26         | 276.78            |
| <b>Department 49410 - POWER AND PUMPING Total:</b>            |                                |                                  |                | <b>276.78</b>     |
| <b>Department: 49420 - PURIFICATION</b>                       |                                |                                  |                |                   |
| 601-49420-216   | HAWKINS, INC.                  | CL2 DEMURRAGE                    | 7307473        | 30.00             |
| 601-49420-312   | USA BLUEBOOK                   | WATER TESTING                    | INV00937208    | 529.85            |
| <b>Department 49420 - PURIFICATION Total:</b>                 |                                |                                  |                | <b>559.85</b>     |

| Account Number  | Vendor Name                    | Description (Item)                | Payable Number | Amount            |
|---|--------------------------------|-----------------------------------|----------------|-------------------|
| <b>Department: 49430 - DISTRIBUTION</b>                       |                                |                                   |                |                   |
| 601-49430-244   | JOHNSON AGGREGATES             | WATERMAIN REPAIR-ROAD REPAIR- S.  | 0020059        | 116.90            |
| <b>Department 49430 - DISTRIBUTION Total:</b>                 |                                |                                   |                | <b>116.90</b>     |
| <b>Department: 49440 - ADMINISTRATION &amp; GENERAL</b>       |                                |                                   |                |                   |
| 601-49440-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5015051      | 58.37             |
| 601-49440-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5017320      | 37.62             |
| 601-49440-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5021291      | 27.59             |
| 601-49440-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5042477      | 10.70             |
| 601-49440-207   | CARDMEMBER SERVICE             | TRAINING                          | 2.9.26         | 370.00            |
| 601-49440-207   | CARDMEMBER SERVICE             | TRAINING                          | 2.9.26         | 350.00            |
| 601-49440-207   | CARDMEMBER SERVICE             | REFRESHMENTS                      | 2.9.26         | 18.96             |
| 601-49440-210   | VIKING FIRE & SAFETY LLC       | FIRE EXTINGUISHER                 | 55117          | 100.20            |
| 601-49440-217   | COLE PAPERS INC.               | TOWELS/GLOVES/SOAP                | 10673915       | 37.65             |
| 601-49440-217   | CARDMEMBER SERVICE             | CLOTHING                          | 2.9.26         | 125.11            |
| 601-49440-217   | C & S SUPPLY                   | UNIFORM ALLOWANCE-PB              | 918281         | 99.99             |
| 601-49440-309   | MARCO INC                      | JANUARY 2026 OFFICE COPIER LEASE  | 573509650      | 74.01             |
| 601-49440-321   | AMAZON CAPITAL SERVICES        | CHARGING CABLE                    | 113M-RY6K-     | 5.59              |
| 601-49440-321   | AMAZON CAPITAL SERVICES        | CHARGING CABLE                    | 11PK-VC1G-RL4L | 22.89             |
| 601-49440-321   | METRONET                       | PHONE SERVICE/INTERNET            | 1687944.JAN202 | 2,127.73          |
| 601-49440-322   | PITNEY BOWES                   | POSTAGE MACHINE USAGE             | 2.9.2026       | 101.25            |
| 601-49440-362   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE           | 2.9.2026       | 6,163.50          |
| 601-49440-401   | LEGACY CLEANING                | CLEANING SERVICES                 | 3476           | 27.50             |
| 601-49440-401   | LEGACY CLEANING                | CLEANING SERVICES                 | 3476           | 27.50             |
| 601-49440-425   | MN DNR ECO-WATER-RES           | WATER PERMIT INVOICE              | 1963.0628-2026 | 2,841.19          |
| 601-49440-437   | HENDERSON INDEPENDENT          | ORDINANCE 618 PUBLIC NOTICE       | 1.21.26        | 96.00             |
| 601-49440-500   | L. SWENSON CONSTRUCTION CO.    | ROOF REPLACEMENT, INTERIOR LINER, | 2603           | 31,725.00         |
| 601-49440-611   | OLD NATIONAL BANK              | 2022A DEBT SERVICE                | 2.9.26         | 26,814.09         |
| 601-49440-611   | MN PUBLIC FACILITIES AUTHORITY | WELL 8-WELLHOUSE DEBT SERVICE     | 2.9.26.2       | 10,114.82         |
| <b>Department 49440 - ADMINISTRATION &amp; GENERAL Total:</b> |                                |                                   |                | <b>81,377.26</b>  |
| <b>Fund 601 - WATER UTILITY FUND Total:</b>                   |                                |                                   |                | <b>124,281.25</b> |
| <b>Fund: 602 - SEWER UTILITY FUND</b>                         |                                |                                   |                |                   |
| 602-22530   | OLD NATIONAL BANK              | 2022A DEBT SERVICE                | 2.9.26         | -552.74           |
| 602-23100   | OLD NATIONAL BANK              | 2022A DEBT SERVICE                | 2.9.26         | 13,265.73         |
|   |                                |                                   |                | <b>12,712.99</b>  |
| <b>Department: 49470 - SEWER LIFT STATIONS</b>                |                                |                                   |                |                   |
| 602-49470-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5015051      | 58.37             |
| 602-49470-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5017320      | 37.62             |
| 602-49470-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5021291      | 27.59             |
| 602-49470-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5042477      | 10.70             |
| 602-49470-210   | VIKING FIRE & SAFETY LLC       | FIRE EXTINGUISHER                 | 55117          | 100.19            |
| 602-49470-217   | COLE PAPERS INC.               | TOWELS/GLOVES/SOAP                | 10673915       | 37.65             |
| 602-49470-217   | CARDMEMBER SERVICE             | CLOTHING                          | 2.9.26         | 125.11            |
| 602-49470-217   | C & S SUPPLY                   | UNIFORM ALLOWANCE-PB              | 918281         | 99.99             |
| 602-49470-242   | TOTAL TOOL                     | HOOK                              | 01727324       | 336.20            |
| 602-49470-309   | MARCO INC                      | JANUARY 2026 OFFICE COPIER LEASE  | 573509650      | 14.80             |
| 602-49470-321   | METRONET                       | PHONE SERVICE/INTERNET            | 1687944.JAN202 | 425.55            |
| 602-49470-362   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE           | 2.9.2026       | 758.10            |
| 602-49470-381   | MINNESOTA VALLEY ELECTRIC COOP | ELECTRIC                          | 2.9.26         | 364.58            |
| 602-49470-401   | LEGACY CLEANING                | CLEANING SERVICES                 | 3476           | 27.50             |
| 602-49470-401   | LEGACY CLEANING                | CLEANING SERVICES                 | 3476           | 45.00             |
| <b>Department 49470 - SEWER LIFT STATIONS Total:</b>          |                                |                                   |                | <b>2,468.95</b>   |
| <b>Department: 49480 - SEWER TREATMENT PLANTS</b>             |                                |                                   |                |                   |
| 602-49480-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5015051      | 58.37             |
| 602-49480-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5017320      | 37.62             |
| 602-49480-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5021291      | 27.59             |
| 602-49480-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5042477      | 10.70             |
| 602-49480-216   | HAWKINS, INC.                  | CL2 & SO2 DEMURRAGE               | 7307474        | 70.00             |
| 602-49480-217   | COLE PAPERS INC.               | TOWELS/GLOVES/SOAP                | 10673915       | 37.65             |
| 602-49480-217   | CARDMEMBER SERVICE             | CLOTHING                          | 2.9.26         | 125.11            |

| Account Number   | Vendor Name                    | Description (Item)                | Payable Number  | Amount            |
|--|--------------------------------|-----------------------------------|-----------------|-------------------|
| 602-49480-217  | C & S SUPPLY                   | UNIFORM ALLOWANCE-PB              | 918281          | 99.99             |
| 602-49480-309  | MARCO INC                      | JANUARY 2026 OFFICE COPIER LEASE  | 573509650       | 44.41             |
| 602-49480-321  | METRONET                       | PHONE SERVICE/INTERNET            | 1687944.JAN202  | 1,276.64          |
| 602-49480-322  | PITNEY BOWES                   | POSTAGE MACHINE USAGE             | 2.9.2026        | 101.25            |
| 602-49480-362  | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE           | 2.9.2026        | 2,274.29          |
| 602-49480-401  | LEGACY CLEANING                | CLEANING SERVICES                 | 3476            | 27.50             |
| <b>Department 49480 - SEWER TREATMENT PLANTS Total:</b>          |                                |                                   |                 | <b>4,191.12</b>   |
| <b>Department: 49485 - SEWER BIOSOLIDS</b>                       |                                |                                   |                 |                   |
| 602-49485-201  | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5015051       | 58.38             |
| 602-49485-201  | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5017320       | 37.63             |
| 602-49485-201  | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5021291       | 27.58             |
| 602-49485-201  | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                   | IN5042477       | 10.69             |
| 602-49485-216  | STEP SAVER INC.                | SOFTNER SALT                      | 190570          | 967.10            |
| 602-49485-217  | COLE PAPERS INC.               | TOWELS/GLOVES/SOAP                | 10673915        | 37.65             |
| 602-49485-217  | CARDMEMBER SERVICE             | CLOTHING                          | 2.9.26          | 125.12            |
| 602-49485-217  | C & S SUPPLY                   | UNIFORM ALLOWANCE-PB              | 918281          | 99.99             |
| 602-49485-221  | ANDERSON-CRANE RUBBER COMPANY  | DOSING PUMP HOSES                 | MK28607401      | 1,512.92          |
| 602-49485-309  | MARCO INC                      | JANUARY 2026 OFFICE COPIER LEASE  | 573509650       | 14.80             |
| 602-49485-321  | METRONET                       | PHONE SERVICE/INTERNET            | 1687944.JAN202  | 425.55            |
| 602-49485-362  | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE           | 2.9.2026        | 758.10            |
| 602-49485-401  | LEGACY CLEANING                | CLEANING SERVICES                 | 3476            | 45.00             |
| <b>Department 49485 - SEWER BIOSOLIDS Total:</b>                 |                                |                                   |                 | <b>4,120.51</b>   |
| <b>Department: 49490 - ADMINISTRATION &amp; GENERAL</b>          |                                |                                   |                 |                   |
| 602-49490-500  | L. SWENSON CONSTRUCTION CO.    | ROOF REPLACEMENT, INTERIOR LINER, | 2603            | 31,725.00         |
| 602-49490-500  | VOSS LIGHTING                  | BLDG C LIGHT REPLACEMENT          | 815380551       | 48,885.00         |
| 602-49490-500  | WSB & ASSOCIATES               | WETLAND BANK PROJECT              | R-018126-000-42 | 5,301.00          |
| 602-49490-611  | MN PUBLIC FACILITIES AUTHORITY | WWTP-LE SUEUR DEBT SERVICE        | 2.9.26          | 9,525.00          |
| 602-49490-611  | OLD NATIONAL BANK              | 2022A DEBT SERVICE                | 2.9.26          | 8,125.95          |
| 602-49490-611  | MN PUBLIC FACILITIES AUTHORITY | WWTP-HENDERSON DEPT SERVICE       | 2.9.26.1        | 3,367.40          |
| <b>Department 49490 - ADMINISTRATION &amp; GENERAL Total:</b>    |                                |                                   |                 | <b>106,929.35</b> |
| <b>Fund 602 - SEWER UTILITY FUND Total:</b>                      |                                |                                   |                 | <b>130,422.92</b> |
| <b>Fund: 604 - ELECTRIC UTILITY FUND</b>                         |                                |                                   |                 |                   |
| 604-11501  | RENEE FILO                     | UTILITY BILL REFUND               | 2.9.26          | 6.65              |
| 604-11501  | KRISTINE STECKMAN              | UTILITY BILL REFUND               | 2.9.26          | 15.87             |
| 604-16569  | JT SERVICES                    | PULLING LUBE                      | JT26-033-09     | 543.00            |
| 604-16569  | STUART C. IRBY COMPANY         | TRANSFORMER BLOCKS                | S014477704.001  | 1,057.60          |
| 604-16569  | STUART C. IRBY COMPANY         | I/O 15KV WIRE                     | S014483389.001  | 43,205.40         |
| 604-22801  | MN DEPT OF REVENUE             | JANUARY 2026 SALES TAX-CITY       | 2.9.26-CITY     | 44,061.00         |
| 604-6-37420  | GREGORY SCHWARZ                | JANUARY 2026 COGENERATION         | 2.9.26          | 372.38            |
| 604-6-37447  | MMPA C/O AVANT ENERGY          | JANUARY 2026 PURCHASED POWER      | 4471            | -10,020.09        |
|  |                                |                                   |                 | <b>79,241.81</b>  |
| <b>Department: 49560 - POWER SUPPLY</b>                          |                                |                                   |                 |                   |
| 604-49560-258  | MMPA C/O AVANT ENERGY          | JANUARY 2026 PURCHASED POWER      | 4471            | 80,420.36         |
| 604-49560-259  | MMPA C/O AVANT ENERGY          | JANUARY 2026 PURCHASED POWER      | 4471            | 121,557.01        |
| 604-49560-260  | MMPA C/O AVANT ENERGY          | JANUARY 2026 PURCHASED POWER      | 4471            | 374,827.96        |
| <b>Department 49560 - POWER SUPPLY Total:</b>                    |                                |                                   |                 | <b>576,805.33</b> |
| <b>Department: 49570 - TRANSMISSION &amp; DISTRIBUTION</b>       |                                |                                   |                 |                   |
| 604-49570-221  | NW TIRE                        | TRAILER TIRE                      | 3553423         | 88.36             |
| 604-49570-221  | NAPA AUTO PARTS                | OIL FILTER                        | 570003          | 42.45             |
| 604-49570-223  | CARDMEMBER SERVICE             | ACTUATOR                          | 2.9.26          | 215.01            |
| 604-49570-227  | RADERMACHER'S                  | WATER                             | 00124997        | 6.20              |
| 604-49570-227  | TRUSTWORTHY HARDWARE OF LE     | WATER                             | 220564          | 2.49              |
| 604-49570-230  | GOPHER STATE ONE CALL          | LOCATES                           | 6011158         | 64.85             |
| 604-49570-234  | STONERWORKS ARCH. PRECAST/CAST | ST. LIGHT RELAY PAD               | 10998           | 405.00            |
| 604-49570-235  | WESCO RECEIVABLES CORP.        | 600:5 CT                          | 655064          | 630.54            |
| 604-49570-240  | TRUSTWORTHY HARDWARE OF LE     | FLUX PASTE                        | 220586LSMUNICI  | 5.99              |
| <b>Department 49570 - TRANSMISSION &amp; DISTRIBUTION Total:</b> |                                |                                   |                 | <b>1,460.89</b>   |

| Account Number  | Vendor Name                    | Description (Item)               | Payable Number | Amount            |
|---|--------------------------------|----------------------------------|----------------|-------------------|
| <b>Department: 49590 - ADMINISTRATION &amp; GENERAL</b>       |                                |                                  |                |                   |
| 604-49590-309   | MARCO INC                      | JANUARY 2026 OFFICE COPIER LEASE | 573509650      | 51.48             |
| 604-49590-321   | METRONET                       | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 196.96            |
| 604-49590-322   | PITNEY BOWES                   | POSTAGE MACHINE USAGE            | 2.9.2026       | 101.25            |
| 604-49590-362   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE          | 2.9.2026       | 6,998.88          |
| 604-49590-401   | AMAZON CAPITAL SERVICES        | CLOCK                            | 14MF-7XTD-     | 38.99             |
| 604-49590-437   | LEGACY CLEANING                | CLEANING SERVICES                | 3476           | 140.00            |
| 604-49590-437   | WESCO RECEIVABLES CORP.        | RESTORE-LITE                     | 654707         | 8,143.66          |
| 604-49590-491   | FRONTLINE PLUS, INC.           | SIREN MAINTENANCE                | 14600          | 2,400.00          |
| 604-49590-500   | CARDMEMBER SERVICE             | TV                               | 2.9.26         | 213.59            |
| 604-49590-500   | CARDMEMBER SERVICE             | TV MOUNT                         | 2.9.26         | 36.16             |
| 604-49590-500   | WESCO RECEIVABLES CORP.        | 500KVA TRANSFORMER               | 657423         | 30,483.40         |
| 604-49590-500   | BORDER STATES ELEC SUPPLY      | 2" PVC FOR OAK TERRACE           | 931825316      | 1,681.30          |
| <b>Department 49590 - ADMINISTRATION &amp; GENERAL Total:</b> |                                |                                  |                | <b>50,485.67</b>  |
| <b>Fund 604 - ELECTRIC UTILITY FUND Total:</b>                |                                |                                  |                | <b>707,993.70</b> |
| <b>Fund: 605 - STORM WATER UTILITY FUND</b>                   |                                |                                  |                |                   |
| 605-22530   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | -709.31           |
| 605-23130   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | 17,023.36         |
|   |                                |                                  |                | <b>16,314.05</b>  |
| <b>Department: 43150 - STORM DRAINAGE</b>                     |                                |                                  |                |                   |
| 605-43150-500   | BOLTON & MENK                  | STORMWATER MASTER PLAN           | 0385221        | 8,148.00          |
| 605-43150-611   | OLD NATIONAL BANK              | 2022A DEBT SERVICE               | 2.9.26         | 10,427.71         |
| <b>Department 43150 - STORM DRAINAGE Total:</b>               |                                |                                  |                | <b>18,575.71</b>  |
| <b>Fund 605 - STORM WATER UTILITY FUND Total:</b>             |                                |                                  |                | <b>34,889.76</b>  |
| <b>Fund: 615 - RECREATION FUND</b>                            |                                |                                  |                |                   |
| 615-22801   | MN DEPT OF REVENUE             | JANUARY 2026 SALES TAX-COMM      | 2.9.26-CC      | 1,000.00          |
|   |                                |                                  |                | <b>1,000.00</b>   |
| <b>Department: 45120 - GENERAL FACILITY</b>                   |                                |                                  |                |                   |
| 615-45120-151   | LEAGUE OF MINNESOTA CITIES     | 2026 WORK COMP COVERAGE          | 2.9.2026       | 7,590.33          |
| 615-45120-201   | MARCO INC                      | JANUARY 2026 CC COPIER LEASE     | 572956365      | 211.57            |
| 615-45120-201   | INNOVATIVE OFFICE SOLUTIONS LL | OFFICE SUPPLIES                  | IN5042450      | 59.35             |
| 615-45120-211   | COLE PAPERS INC.               | CLEANING SUPPLIES/WIPES          | 10675726       | 290.83            |
| 615-45120-211   | COLE PAPERS INC.               | CLEANING SUPPLIES/WIPES          | 10678028       | 232.79            |
| 615-45120-223   | SPS COMPANIES, INC.            | AIR FILTERS                      | 55180920.001   | 269.19            |
| 615-45120-240   | CARDMEMBER SERVICE             | SNOW BRUSH                       | 2.9.26         | 717.97            |
| 615-45120-321   | METRONET                       | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 395.65            |
| 615-45120-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4257469084     | 23.53             |
| 615-45120-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4259279636     | 23.53             |
| 615-45120-401   | LEGACY CLEANING                | CLEANING SERVICES                | 3476           | 1,350.00          |
| <b>Department 45120 - GENERAL FACILITY Total:</b>             |                                |                                  |                | <b>11,164.74</b>  |
| <b>Department: 45121 - FITNESS CENTER</b>                     |                                |                                  |                |                   |
| 615-45121-211   | COLE PAPERS INC.               | CLEANING SUPPLIES/WIPES          | 10675726       | 660.28            |
| 615-45121-211   | COLE PAPERS INC.               | CLEANING SUPPLIES/WIPES          | 10678028       | 660.28            |
| 615-45121-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4257469084     | 23.53             |
| 615-45121-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4259279636     | 23.53             |
| 615-45121-433   | WELLBEATS                      | DIGITAL FIT SYSTEM               | 12573          | 249.00            |
| 615-45121-437   | TRUSTWORTHY HARDWARE OF LE     | REPAIR SUPPLIES                  | 220346LSCOMM   | 1.93              |
| 615-45121-437   | TRUSTWORTHY HARDWARE OF LE     | REPAIR SUPPLIES                  | 220602LSCOMM   | 12.49             |
| <b>Department 45121 - FITNESS CENTER Total:</b>               |                                |                                  |                | <b>1,631.04</b>   |
| <b>Department: 45122 - GYM / RACQUETBALL</b>                  |                                |                                  |                |                   |
| 615-45122-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4257469084     | 23.53             |
| 615-45122-385   | CINTAS CORPORATION LOC. 88005  | RUG SERVICE                      | 4259279636     | 23.53             |
| <b>Department 45122 - GYM / RACQUETBALL Total:</b>            |                                |                                  |                | <b>47.06</b>      |
| <b>Department: 45124 - OUTDOOR POOL</b>                       |                                |                                  |                |                   |
| 615-45124-321   | METRONET                       | PHONE SERVICE/INTERNET           | 1687944.JAN202 | 210.73            |
| <b>Department 45124 - OUTDOOR POOL Total:</b>                 |                                |                                  |                | <b>210.73</b>     |

| Account Number  | Vendor Name                  | Description (Item)                | Payable Number | Amount              |
|---|------------------------------|-----------------------------------|----------------|---------------------|
| <b>Department: 45125 - ICE ARENA</b>                            |                              |                                   |                |                     |
| 615-45125-404   | BLUE LINE SHARPENING & SALES | ZAMBONI BLADE SHARPENING          | 2612           | 216.00              |
| 615-45125-437   | TRUSTWORTHY HARDWARE OF LE   | REPAIR SUPPLIES                   | 220224LSCOMM   | 31.47               |
| 615-45125-437   | NAPA AUTO PARTS              | REPAIR SUPPLIES                   | 570028         | 8.59                |
| <b>Department 45125 - ICE ARENA Total:</b>                      |                              |                                   |                | <b>256.06</b>       |
| <b>Department: 45126 - PROGRAMS</b>                             |                              |                                   |                |                     |
| 615-45126-218   | RADERMACHER'S                | SILVERSNEAKERS                    | 00139839       | 11.98               |
| 615-45126-218   | GOPHER                       | NEW PROGRAM EQUIPMENT             | IN491017       | 1,720.68            |
| <b>Department 45126 - PROGRAMS Total:</b>                       |                              |                                   |                | <b>1,732.66</b>     |
| <b>Department: 45127 - GOLF SIMULATOR</b>                       |                              |                                   |                |                     |
| 615-45127-433   | CARDMEMBER SERVICE           | GOLF SOFTWARE SUBSCRIPTION        | 2.9.26         | 199.00              |
| <b>Department 45127 - GOLF SIMULATOR Total:</b>                 |                              |                                   |                | <b>199.00</b>       |
| <b>Fund 615 - RECREATION FUND Total:</b>                        |                              |                                   |                | <b>16,241.29</b>    |
| <b>Fund: 701 - INFORMATION TECHNOLOGY FUND</b>                  |                              |                                   |                |                     |
| <b>Department: 43125 - INFORMATION TECHNOLOGY EXPENSE</b>       |                              |                                   |                |                     |
| 701-43125-371   | MARCO                        | FEBRUARY 2026 MANAGED IT SERVICES | INV14850514    | 7,192.56            |
| 701-43125-373   | FLYLOCK SECURITY SOLUTIONS   | DOOR INVESTIGATION                | 051-1851734    | 460.00              |
| 701-43125-373   | PAYPAL                       | PAYPAL LICENSES                   | 16638709       | 19.95               |
| 701-43125-373   | PAYPAL                       | PAYPAL PERMITS                    | 166858799      | 19.95               |
| 701-43125-373   | ADOBE INC                    | ADOBE 2026 LICENSE RENEWAL        | 3351233689     | 8,483.76            |
| 701-43125-373   | MARCO                        | JANUARY 2026 OFFICE 365           | INV14815000    | 1,644.81            |
| <b>Department 43125 - INFORMATION TECHNOLOGY EXPENSE Total:</b> |                              |                                   |                | <b>17,821.03</b>    |
| <b>Fund 701 - INFORMATION TECHNOLOGY FUND Total:</b>            |                              |                                   |                | <b>17,821.03</b>    |
| <b>Grand Total:</b>   |                              |                                   |                | <b>1,229,910.47</b> |

## Report Summary

### Fund Summary

| Fund                               | Payment Amount      |
|------------------------------------|---------------------|
| 101 - GENERAL FUND                 | 107,248.58          |
| 225 - FIRE SERVICE FUND            | 7,382.10            |
| 235 - AIRPORT FUND                 | 969.02              |
| 327 - 2022 CSAH36 IMPROVEMENT BOND | 72,161.00           |
| 420 - CAPITAL IMPROVEMENT FUND     | 10,499.82           |
| 601 - WATER UTILITY FUND           | 124,281.25          |
| 602 - SEWER UTILITY FUND           | 130,422.92          |
| 604 - ELECTRIC UTILITY FUND        | 707,993.70          |
| 605 - STORM WATER UTILITY FUND     | 34,889.76           |
| 615 - RECREATION FUND              | 16,241.29           |
| 701 - INFORMATION TECHNOLOGY FUND  | 17,821.03           |
| <b>Grand Total:</b>                | <b>1,229,910.47</b> |

THE PRECEDING LIST OF BILLS WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: February 9, 2026

APPROVED BY: \_\_\_\_\_



Joe Roby

City Administrator

### Summary Across Funds for Payments Larger than \$ 25,000

|  |               |
|--|---------------|
| MMPA C/O Avant Energy – January 2026 Purchased Power                         | \$ 566,785.24 |
| Old National Bank – 2022A Debt Service (CSAH 36)                             | \$ 188,506.25 |
| League of Minnesota Cities – 2026 Work Comp Coverage                         | \$ 74,583.00  |
| L. Swenson Construction Co. – Roof Replacement (2025 W/WW CIP)               | \$ 63,450.00  |
| Voss Lighting – Building C Light Replacement (2025 WW CIP)                   | \$ 48,885.00  |
| MN Dept of Revenue – January 2026 City Sales Tax                             | \$ 44,061.00  |
| Stuart C. Irby Company – I/O 15KV Wire (2025 N. 4 <sup>th</sup> St. Project) | \$ 43,205.40  |
| WESCO Receivables Corp. – 500KVA Transformer (2026 Electric CIP)             | \$ 30,483.40  |



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Nate Sparks, City Planner  
Justin Nielsen, Building Official/Zoning Administrator

SUBJECT: Second & Final Reading, Ordinance 619: Planned Unit Development

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider conducting the Second & Final Reading of Ordinance 619, which considers a Planned Unit Development at the southwest corner of Turril Street and Elmwood Avenue.

**SUMMARY**

Miller Homes has made an application for a minor subdivision and planned unit development to divide a property located at the southwest corner of Turril Street and Elmwood Avenue into three lots. The division requires a planned unit development in order to obtain flexibility from the strict adherence to the lot width standards.

The property is 1.04 acres in size, according to County records. It is located on the corner of Turril Street and Elmwood Avenue. It is currently vacant. There is property owned by the School District to the west. There is a cemetery to the south. Across the street to the north and east are single family homes. There is a thirty foot wide easement along the western property line of the subject site in favor of the cemetery for access to the cemetery.

**APPLICANT'S PROPOSAL**

Miller Homes is seeking to divide the property into three lots that would all front on Turril Street. The lots are proposed for single family residential uses. The lots are proposed to be 91.9, 62.45, and 108.64 (77.5 exclusive of right-of-way easement) feet in width. The lot areas are proposed to be 15,808, 10,741, and 18,686 (approximately 13,780 excluding the right-of-way).

The middle lot would not meet the required lot width standards due to the fact that the easement along the west property line renders that portion of the site unbuildable. The applicant is seeking a planned unit development to allow for flexibility from the lot width standards while exceeding the lot area standards. This would allow for the property owner to develop the property into three lots while preserving this easement.

## ISSUES/ANALYSIS

**Land Use.** The Comprehensive Plan is the ultimate guide for what property can be utilized for in the City. The City's Comprehensive Plan (Land Use Plan) guides the subject site for a Low Density Residential Land Use. This designation governs the intensity of use allowed for the property, based on the context of the site. This allows for single family residential land uses up to four units per acre. At 1.04 acres, there could be up to four units on the proposed site. The proposal is for three single family lots.

**Zoning.** The proposed development is on property zoned R-2, Single Family Residential. This requires lots to be 70 feet wide and 9,000 square feet in area. Setbacks are required at 30' front, 7.5' side, 20' corner, and 30' rear.

The proposed lots exceed the area standards, with the smallest being 10,741 square feet, while the lots are 91.9, 62.5, and 77.5 feet in width. The applicant is demonstrating a development plan that meets the minimum setbacks.

**Planned Unit Development.** When meeting the density requirements of the Comprehensive Plan, the City can consider alternative zoning standards, known as a planned unit development (PUD). The standards can allow for flexibility in width and area for lots but cannot allow for more lots to be placed on the property than what would otherwise be allowed in the Comprehensive Plan. The City can approve a PUD when the proposal is found to provide a more efficient subdivision design, allowing the City to meet policy goals, and other such objectives.

In this case, the applicant is proposing three lots on a property that could possibly accommodate four, and is proposing that each lot exceeds the minimum lot area standards. The applicant is also providing house styles for each lot that are demonstrated to exceed the City's minimum standards for houses.

**Streets & Sidewalks.** The proposed development would front on Turril Street, which is preferred to having driveway access to Elmwood Avenue, which is a higher classification roadway not intended for frequent access points.

**Right-of-Way Dedication.** The existing right-of-way is 60 feet in width for Turril Street. No additional dedication is necessary. Le Sueur County may request additional right-of-way for Elmwood Avenue, however, there is already an easement recorded on the property for this roadway, which is fairly recent, as part of the Elmwood Right-of-Way Plat.

**Sidewalks.** There is already a trail along Elmwood Avenue. There are no sidewalks along Turril Street and due to the lack of connection available, they are not recommended to be added at this time.

**Park Dedication.** With any subdivision, the City requires park dedication. The City may require parks or trails to be built. In this case, there are no park features planned for this area, therefore the park dedication would be cash-in-lieu of parkland. Since it is currently a buildable lot, the amount would be for 2/3rds of the value of the property. The County Assessor states the property

value is \$70,000. The park dedication amount is 10% of the value of the property (\$7000) and with the credit for having a buildable lot already it would be 2/3rds of that amount (\$4666). The City may request additional information regarding the value of the property to more accurately determine this amount.

Landscaping. The applicant will be required to plant trees on each lot with a building permit.

Architecture. The applicant has provided housing examples to be built within the development. All proposed homes meet the City's standards for house construction found in Section 153.074:

1. Perimeter foundation. Be constructed upon a continuous perimeter foundation that meets the requirements of the State Building Code.
2. Dimensional requirements. No residential structure shall have a width of less than 22 feet on not less than 70% of the structure. Width measurements shall not be inclusive of overhangs or other projections beyond the principal exterior walls.
3. Roof. Have an earth covered, composition, metal, shingled or tiled roof. All single-family dwellings other than approved earth sheltered homes shall have at least three/twelve (3/12) roof pitch with a one foot overhang.
4. Architecture. The exterior architectural design of a proposed dwelling may not be so at variance with, nor so similar to, the exterior architectural design of any structure or structures already constructed or in the course of construction in the immediate neighborhood, nor so at variance with the character of the surrounding neighborhood as to adversely affect the public health, safety or general welfare.
5. Orientation. Every single-family house shall be oriented to face the street from which the house derives its frontage.
6. Minimum floor area. Single-family dwellings shall have a minimum foundation footprint of 800 square feet.

The Applicant is also placing a brick veneer on the front of the building to improve the aesthetic appearance of the structures, in addition to meeting the minimum requirements.

Grading, Drainage, and Utilities. Issues related to grading, drainage, and utilities, including the establishment of easements, are subject to comment and recommendation by the City Engineer. The City Engineer reviews grading and utility plans against the City's engineering and design standards and requires general plan revisions to meet these standards. The City Engineer may require adjustments to the grading plan for the site to adequately meet the City's standards. There is a sewer line along the western lot line. A separate utility easement that is centered on the line that is planned to be 30 feet wide. There is a blanket electrical utility easement over the property. This will require vacation and replacement, if deemed necessary, prior to recording the division.

#### PLANNING COMMISSION REVIEW

The Planning Commission was tasked with reviewing the plans, taking public comment, and making a recommendation to the City Council on the project.

The Planned Unit Development requires consideration based on being consistent with the purpose of a PUD in Section 153.027.A:

- 1) Innovations in development to the end that the growing demands for all styles of economic expansion may be met by greater variety in type, design, and siting of structures and by the conservation and more efficient use of land in such developments;
- 2) Higher standards of site and building design through the use of trained and experienced land planners, architects and landscape architects;
- 3) More convenience in location and design of development and service facilities;
- 4) The preservation and enhancement of desirable site characteristics such as existing vegetation, natural topography and geologic features and the prevention of soil erosion;
- 5) A creative use of land and related physical development which allows a phased and orderly transition of land from one activity to another;
- 6) An efficient use of land resulting in smaller networks of utilities and streets thereby lowering development costs and public investments;
- 7) A development pattern in harmony with the objectives of the comprehensive plan. (PUD is not intended as a means to vary applicable planning and zoning principals);
- 8) A more desirable and creative environment than might be possible through the strict application on zoning and subdivision regulations of the city; and
- 9) That the flexibilities granted through the PUD process for the development produce a clear and identified benefit to the city that would not have been achievable following the standard zoning procedure.

The objective is to determine if the PUD generally meets one or more of the purpose statements above. The plan was created to exceed the intent of the Zoning Ordinance related to lot area but allow for a lessened lot width in exchange. It is also consistent with the Comprehensive Plan, as it has only single family dwellings and is under the required 4 units per acre.

#### PLANNING COMMISSION RECOMMENDATION

The Planning Commission found that the planned unit development generally meets City requirements and recommended approval with the following conditions:

1. The applicant shall meet all requirements of the City Engineer and Le Sueur County.
2. Park dedication shall be provided in the form of cash-in-lieu at 10% of the 2/3rds of the property value.
3. The applicant shall dedicate drainage and utility easements on the perimeter of each lot at a minimum of 10 feet along the front and rear lot lines and 5 on the side lot lines.
4. A utility easement shall be dedicated along the sewer line on the western side of the property centered on the line and planned for 30 feet in width.
5. There electric utility easement over the property shall be vacated and replaced, if necessary, in a manner acceptable to City Staff.
6. The front of the buildings shall include the brick veneer as depicted on the plans submitted by the Applicant.

At its January 26, 2026 meeting, City Council waived the First Reading of the ordinance. Should City Council conduct or waive the Second & Final Reading, the ordinance would become effective

on its publication and the recording of the associated Minor Subdivision approved in Resolution R2026-010.

**ACTION REQUESTED**

City staff recommend City Council concur with the Planning Commission's recommendation and conduct or waive the Second & Final Reading of Ordinance 619 as presented.

Alternate Actions:

- No action / Denial: Second & Final Reading of the ordinance as presented will not be conducted unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

ORDINANCE NO. 619  
CITY OF LE SUEUR, LE SUEUR COUNTY, MINNESOTA

**ESTABLISHING A PLANNED UNIT DEVELOPMENT  
FOR MILLER HOMES – TURRIL STREET**

THE CITY OF LE SUEUR DOES ORDAIN:

**SECTION 1.** The City of Le Sueur received a request to amend the zoning classification of the following legally described property to PUD, Planned Unit Development, as stated in this ordinance:

Tract I: That part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota described as follows: Commencing at the East Quarter corner of Section 2; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the east line of the Northeast Quarter of Section 2, a distance of 557.00 feet to the point of beginning; thence North 89 degrees 45 minutes 15 seconds West, 263.00 feet; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with the east line of the Northeast Quarter of Section 2, a distance of 13.00 feet; thence South 89 degrees 45 minutes 15 seconds East, 263.00 feet to a point on the east line of the Northeast Quarter of Section 2; thence North 00 degrees 00 minutes 00 seconds East, along said east line, 13.00 feet to the point of beginning. Said 13 foot wide parcel contain 3,419 square feet, subject to an easement for Hwy 112 purposes over and across the easterly boundary; also subject to any other easements of record. AND Tract II: Commencing at the quarter-post on the East side of Section 2, Township 111 North, Range 26 West; thence North along the East line of said Section 2 a distance of 557 feet to a point, which point is hereby designated as the point of beginning; thence continuing North along the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes a distance of 263 feet to a point; thence deflecting left 90 degrees 14 3/4 minutes parallel to the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes parallel to the South line of the Northeast Quarter of Section 2 a distance of 263 feet to the point of beginning. Subject to a right of way and easement for driveway purposes over the Westerly thirty feet of the above-described parcel of land.

**SECTION 2.** The PUD District described within this ordinance shall be placed as an overlay district on the existing property which shall remain with a base zoning classification of R-2, Single Family Residential.

**SECTION 3.** Miller Homes – Turril Street Planned Unit Development Development Plan.

- A. All entitlements, including but not limited to, allowed dwelling units, allowed uses, location and boundaries of the sub-districts and development standards established within this PUD District are hereby set forth by the Miller Homes –

Turril Street Development Plan dated October 10, 2025 as may be modified by Resolution R2026-010.

- B. Any allowed uses and standards not specifically addressed by this Ordinance shall be subject to the requirements set forth by the City of Le Sueur Zoning Ordinance in the manner stated within this ordinance.

**SECTION 4. Allowed Uses.** The allowed uses within the PUD Overlay District are found within the base zoning district as identified within this ordinance.

**SECTION 5. Lot Area, Dimensional, and Construction Requirements.** Lot requirements for the various sub-districts shall conform to the general width and area as stated below:

- A. All lots shall be a minimum of 60 feet in width.
- B. All lots shall meet the area requirements of the base zoning district.
- C. Any standards not contemplated by this ordinance shall be governed by the R-2, Single-Family Residential District.
- D. The single-family houses constructed within the PUD Overlay shall be generally consistent with the house plans reviewed by the Planning Commission and incorporate a stone accent material on the front facade.

**SECTION 6.** The Zoning Administrator is hereby directed to make the appropriate changes to the official zoning map of the City of Le Sueur to reflect the change in zoning classifications as set forth above.

**SECTION 7. Effective Date.** This ordinance is effective upon adoption and publication and the recording of the minor subdivision approved in Resolution R2026-010.

**ADOPTED** by the City Council of the City of Le Sueur, Minnesota this 9<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Shawn Kirby, Mayor

ATTEST:

\_\_\_\_\_  
Lindsey Dhaene, City Clerk



**City of Le Sueur, MN**  
**Platting Application**

Preliminary Plat \$500 plus \$1,000 Escrow  
 Final Plat \$400

| APPLICANT INFORMATION  |                                      |              |
|--|--------------------------------------|--------------|
| Name: Miller Homes LLC   |                                      |              |
| Street Address: 103 Elm Ave SW   | City/State/Zip: Montgomery, MN 56069 |              |
| Phone: 507-210-0696  | Email: nicolemillerhomes@hotmail.com |              |
| PROPERTY INFORMATION   |                                      |              |
| Site Address: 800, 802, 804 Turril St., Le Sueur   | PID#: 21.002.3300                    | # of Lots: 3 |
| Subdivision Type(s): <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat   |                                      |              |
| NOTES TO APPLICANT   |                                      |              |
| <p><b>Submittal Checklist:</b><br/>           ___ Certificate of Survey and Site plan including necessary exhibits (drawn to a tenth scale).<br/>           ___ Completed Attachments as required per specific application.</p> <p><b>I hereby acknowledge the following:</b><br/>           I have reviewed and understand the requirements of Le Sueur City Code Chapter 152 Subdivisions.</p> <p>By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statute 366.012 and Minnesota Statute 429.81 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may also be collected but by may not cover actual expenses; any additional fees will be billed.</p> <p>I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.</p> <p>Applicant(s) <u>Peter Miller</u> Date: <u>11/11/25</u></p> <p>Owner(s): _____ Date: _____</p> |                                      |              |

Listed on the second page is a summary of what is required for each subdivision application. Please see Chapter 152 for detailed requirements prior to submittal.

\*continued on next page.

**§ 152.050 CONCEPT PLAN.**

(A) In order to ensure that all applicants are informed of the procedural requirements and minimum standards of this chapter and the requirements or limitations imposed by other city ordinances, code provisions, or plans prior to the development of a preliminary plat, all applicants shall present a concept plan to the Zoning Administrator prior to filing a preliminary plat. Comments on the concept plan shall not be considered binding in regard to subsequent plat review. The Zoning Administrator shall have the authority to refer the concept plan to the Planning Commission and/or City Council for review and comment.

(B) The concept plan submission shall include, but not be limited to, the following:

1. Application and fee;
2. A deposit or escrow security in an amount determined necessary by the Zoning Administrator to pay review costs of the city staff and consultants; and
3. Plan information including a scaled drawing, written description, or other information determined necessary by the Zoning Administrator.

(C) The city will review the concept plan for adherence to site design considerations such as driveway access, lot size, block size, encroachment on wetlands or steep slopes, circulation, etc. After the review, the city will inform the applicant of its findings and suggest changes or improvements to the plan prior to submittal of a preliminary plat.

**§ 152.051 PRELIMINARY PLAT.**

- a) Pre-application meeting. Prior to submitting a preliminary plat application (following a concept plan review, if one occurs), the property owner/applicant shall meet with city staff to discuss the application. Through this meeting, the Zoning Administrator or designee may summarize the city's concept plan review comments and offer suggestions pertaining to additional information or design changes that may assist in expediting the preliminary plat review. The developer shall schedule the meeting with the City Administrator in advance.
- b) Neighborhood meeting. While not required, the city recommends that the property owner/applicant hold a neighborhood meeting for informal comment and feedback prior to preliminary plat application.
- c) The person applying for preliminary plat approval shall submit to the city a complete application and all other information required according to the deadline and meeting schedule established by the city. The application shall address the informational requirements of § 152.051(B) and also any issues identified through the concept plan review procedure.
- d) A complete preliminary plat application shall include:
  1. A graphic and written description of the information requirements outlined in this chapter.
  2. Applications shall be accompanied by a fee and processing escrow established by the City Council.
- e) The Zoning Administrator, upon receipt of the application, shall notify the applicant in writing within 15 business days if the application is found to be incomplete.

**§ 152.052 FINAL PLAT.**

(A) Filing and requirements for application. Approval of a preliminary plat by the City Council is an acceptance of the plat and indicates the developer may proceed toward final plat approval in accordance with the City Council approval of the preliminary plat, including conditions.

| OFFICE USE ONLY |              |
|-----------------|--------------|
| Date Received:  | Amount Paid: |
| Date Approved:  | Approved By: |



**City of Le Sueur, MN**  
**Conditional Use/Planned Unit Development**  
**Permit Application**  
 \$400 Application Fee plus \$1,000 Escrow

| APPLICANT INFORMATION  |  |
|--|--|
| <b>Name:</b> Miller Homes LLC  |  |
| <b>Street Address:</b><br>103 Elm Ave SW   | <b>City/State/Zip:</b><br>Montgomery, MN 56069 |
| <b>Phone:</b> 507-210-0696   | <b>Email:</b> nicolemillerhomes@hotmail.com    |
| PROPERTY INFORMATION   |  |
| <b>Site Address:</b> 800, 802, 804 Turril St., Le Sueur  | <b>PID#:</b> 21.002.3300                       |
| NOTES TO APPLICANT   |  |
| <p><b>Submittal Checklist:</b><br/>           ___ Certificate of Survey and Site plan including necessary exhibits (drawn to a tenth scale).<br/>           ___ Letter detailing reason for the conditional use permit request.</p> <p><b>I hereby acknowledge the following:</b><br/>           I have reviewed and understand the requirements of Le Sueur City Code 153.023 regarding conditional use permits.</p> <p>By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 366.012 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may also be collected but may not cover actual expenses; any additional fees will be billed.</p> <p>I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.</p> <p><b>Applicant(s)</b> <u>Peter Miller</u> <span style="float: right;"><b>Date:</b> <u>11/11/25</u></span></p> <p><b>Owner(s):</b> _____ <span style="float: right;"><b>Date:</b> _____</span></p> |  |

**§ 153.023 CONDITIONAL USE PERMITS.**

(A) Purpose. The purpose of a conditional use permit is to provide the city with a reasonable degree of discretion in determining the suitability of certain designated uses upon the general welfare, public health and safety. A conditional use is a use which because of certain characteristics cannot be properly classified as a permitted use in the zoning district within which it is proposed. Conditional use permits are designed to meet the problem which arises where certain uses, although generally compatible with the basic use classification of a particular zone, should not be permitted to be located as a matter of right in every area included within the zone because of hazards inherent in the use itself or special problems which its proposed location may present. In making this determination, whether or not the conditional use is to be allowed, the city may consider the nature of the adjoining land or buildings, the effect upon traffic into and from the premises, or on any adjoining streets, and all other or further factors as the city shall deem a prerequisite of consideration in determining the effect of the use on the general welfare, public health and safety.

\*continued on next page.

(B) Procedure. An application for a conditional use permit requires a public hearing and is to be processed in accordance with the procedures outlined in § 150.20 of this chapter.

(C) Application requirements. The information required for all conditional use permit applications generally consists of the following items and shall be submitted when requested by the city.

- 1) Site development plan. A site development plan, which shall include:
  - a. The location of all buildings on lots, including both existing and proposed structures;
  - b. The location of all adjacent buildings located within 200 feet of the exterior boundaries of the property in question;
  - c. The location and number of existing and proposed parking spaces;
  - d. Vehicular circulation;
  - e. Architectural elevations (type and materials used in all external surfaces);
  - f. The location and candle power of all luminaries; and
  - g. Curb cuts, driveways, and number of parking spaces.
- 2) Dimension plan. A dimension plan, which shall include:
  - a. Lot dimensions and area;
  - b. Dimensions of proposed and existing structures;
  - c. Building floor plan;
  - d. Setbacks of all buildings located on the property in question;
  - e. Proposed setbacks; and
  - f. A sanitary sewer and water plan with estimated use per day.
- 3) Grading plan. A grading plan, which shall include:
  - a. Existing contours;
  - b. Proposed grading elevations;
  - c. Drainage configurations;
  - d. Storm sewer catch basins and invert elevations;
  - e. Spot elevations; and
  - f. A proposed road profile.
- 4) Landscape plan. A landscape plan, which shall include:
  - a. (a) The location of all existing trees, their type and diameter, and which trees will be removed;
  - b. (b) The location, type, and diameter of all proposed plantings; and
  - c. (c) The location of and material used for all screening devices.
- 5) A legal description of the property under consideration.
- 6) Proof of ownership of the land for which a conditional use permit is requested.

(D) Criteria. The Planning Commission and City Council shall consider possible effects of the proposed conditional use. Its judgment shall be based upon, but not limited to, the following factors:

- 1) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the comprehensive plan;
- 2) The proposed use is or will be compatible with present and future land uses of the area;
- 3) The proposed use conforms with all performance standards contained in this chapter;
- 4) The proposed use can be accommodated with existing public services and will not overburden the city's service capacity; and
- 5) Traffic generation by the proposed use is within capabilities of streets serving the property.

(E) Additional conditions. In permitting a new conditional use or in the event of the modification of an existing conditional use, the City Council may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which the City Council considers necessary in its sole discretion to protect the best interests of people in the surrounding area and the community as a whole.

**(Ord. 422, passed 6-8-1992; Ord. 444, passed 8-25-1997; Ord. 583, passed 8-26-2019**

| OFFICE USE ONLY       |                     |
|-----------------------|---------------------|
| <b>Date Received:</b> | <b>Amount Paid:</b> |
| <b>Date Approved:</b> | <b>Approved By:</b> |

# MINOR SUBDIVISION - PROPOSED

~for~ MILLER HOMES, LLC

~Part of~ Southeast Quarter of the Northeast Quarter  
Section 2, Township 111, Range 26,  
City of Le Sueur, Le Sueur County, MN

## DESCRIPTION OF RECORD AS PROVIDED (per DOC. No. 445797)

Tract I:  
That part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota described as follows:

Commencing at the East Quarter corner of Section 2; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the east line of the Northeast Quarter of Section 2, a distance of 557.00 feet to the point of beginning; thence North 89 degrees 45 minutes 15 seconds West, 263.00 feet; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with the east line of the Northeast Quarter of Section 2, a distance of 13.00 feet; thence South 89 degrees 45 minutes 15 seconds East, 263.00 feet to a point on the east line of the Northeast Quarter of Section 2; thence North 00 degrees 00 minutes 00 seconds East, along said east line, 13.00 feet to the point of beginning.

Said 13 foot wide parcel contain 3,419 square feet, subject to an easement for Hwy 112 purposes over and across the easterly boundary; also subject to any other easements of record.

AND

Tract II:  
Commencing at the quarter-post on the East side of Section 2, Township 111 North, Range 26 West; thence North along the East line of said Section 2 a distance of 557 feet to a point, which point is hereby designated as the point of beginning; thence continuing North along the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes a distance of 263 feet to a point; thence deflecting left 90 degrees 14 3/4 minutes parallel to the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes parallel to the South line of the Northeast Quarter of Section 2 a distance of 263 feet to the point of beginning.

Subject to a right of way and easement for driveway purposes over the Westerly thirty feet of the above-described parcel of land.

### ZONED: R-2 SETBACK ORDINANCES

PRINCIPAL FRONT YARD SETBACK = 30 FEET  
SIDE (INTERIOR) YARD SETBACK = 7.5 FEET  
SIDE (CORNER) YARD SETBACK = 20 FEET  
REAR YARD SETBACK = 30 FEET  
IMPERVIOUS SURFACE MAXIMUM = 50%

### NOTES

- Bearings shown as "M." are based on the Le Sueur County Coordinate System NAD83.
- Parcel ID Number: 21.002.3300.
- Field survey was completed by E.G. Rud and Sons, Inc. on 03/31/21.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
- Utility information shown hereon was provided by the City of Le Sueur Public Utility Department, and was supplemented by information from a previous site plan created by Bolton & Menk, INC.

#### PARCEL 1 IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA ..... 15,808 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,136 SQFT  
PROPOSED DRIVEWAY ..... 488 SQFT  
PROPOSED WALK ..... 145 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 2,769 SQFT  
PERCENT IMPERVIOUS ..... 17.5%

#### PARCEL 2 IMPERVIOUS SURFACE CALCULATIONS

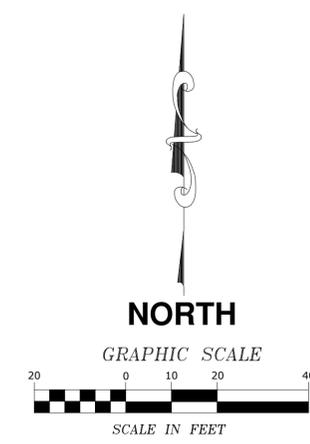
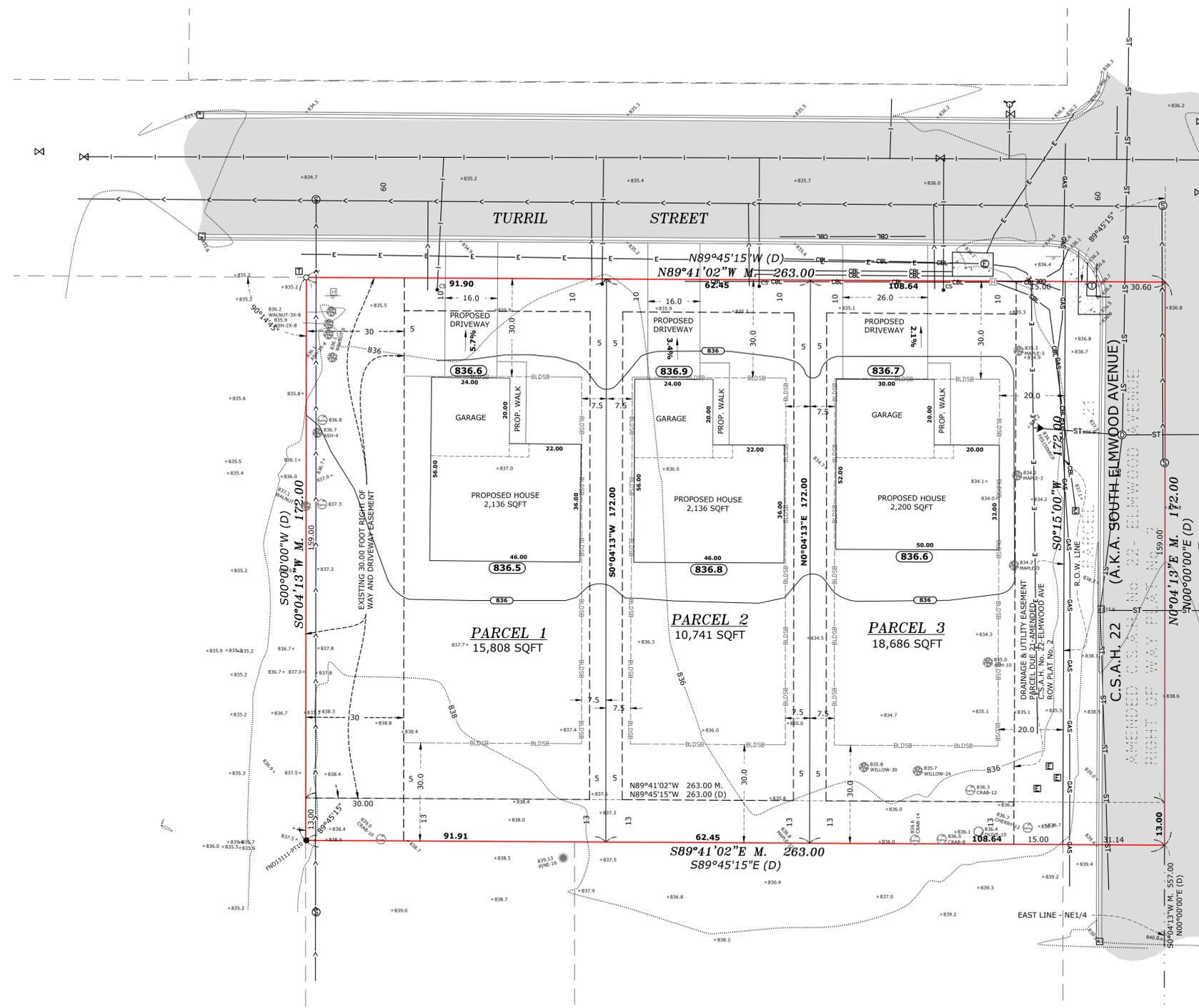
TOTAL LOT AREA ..... 10,741 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,136 SQFT  
PROPOSED DRIVEWAY ..... 488 SQFT  
PROPOSED WALK ..... 145 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 2,769 SQFT  
PERCENT IMPERVIOUS ..... 25.8%

#### PARCEL 3 IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA ..... 18,686 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,200 SQFT  
PROPOSED DRIVEWAY ..... 785 SQFT  
PROPOSED WALK ..... 135 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 3,120 SQFT  
PERCENT IMPERVIOUS ..... 16.7%

### LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 45356/52705
- ⊕ DENOTES STORM SEWER MANHOLE
- ⊞ DENOTES CATCH BASIN
- CS DENOTES CURB STOP
- ⊞ DENOTES ELECTRICAL BOX
- ⊞ DENOTES ELECTRICAL MANHOLE
- ⊞ DENOTES EXISTING SPOT ELEVATION
- ⊞ DENOTES SANITARY SEWER MANHOLE
- ⊞ DENOTES LIDAR CONTOURS
- SS DENOTES EXISTING SANITARY SEWER
- ST DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BUILDING SETBACK LINE
- M. DENOTES BEARING PER COUNTY COORDINATES
- (D) DENOTES BEARING PER RECORD DEED



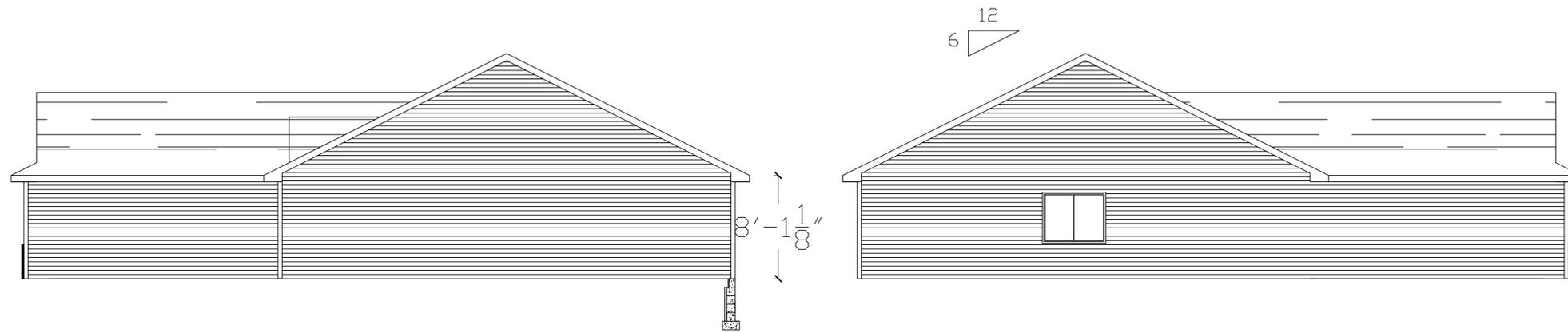
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

KURT D. NELSON  
Date: 10/10/25 License No. 45356

|               |                  |                |    |
|---------------|------------------|----------------|----|
| DRAWN BY: EMS | JOB NO: 250571PP | DATE: 10/10/25 |    |
| CHECK BY: CBS | FIELD CREW: N/A  |                |    |
| 1             |                  |                |    |
| 2             |                  |                |    |
| 3             |                  |                |    |
| NO.           | DATE             | DESCRIPTION    | BY |

**E. G. RUD & SONS, INC.**  
EST. 1977  
Professional Land Surveyors  
990 5th Ave SE, Suite 2  
Hutchinson, MN 55350  
Tel. (320) 587-2025  
www.egrud.com

General Notes



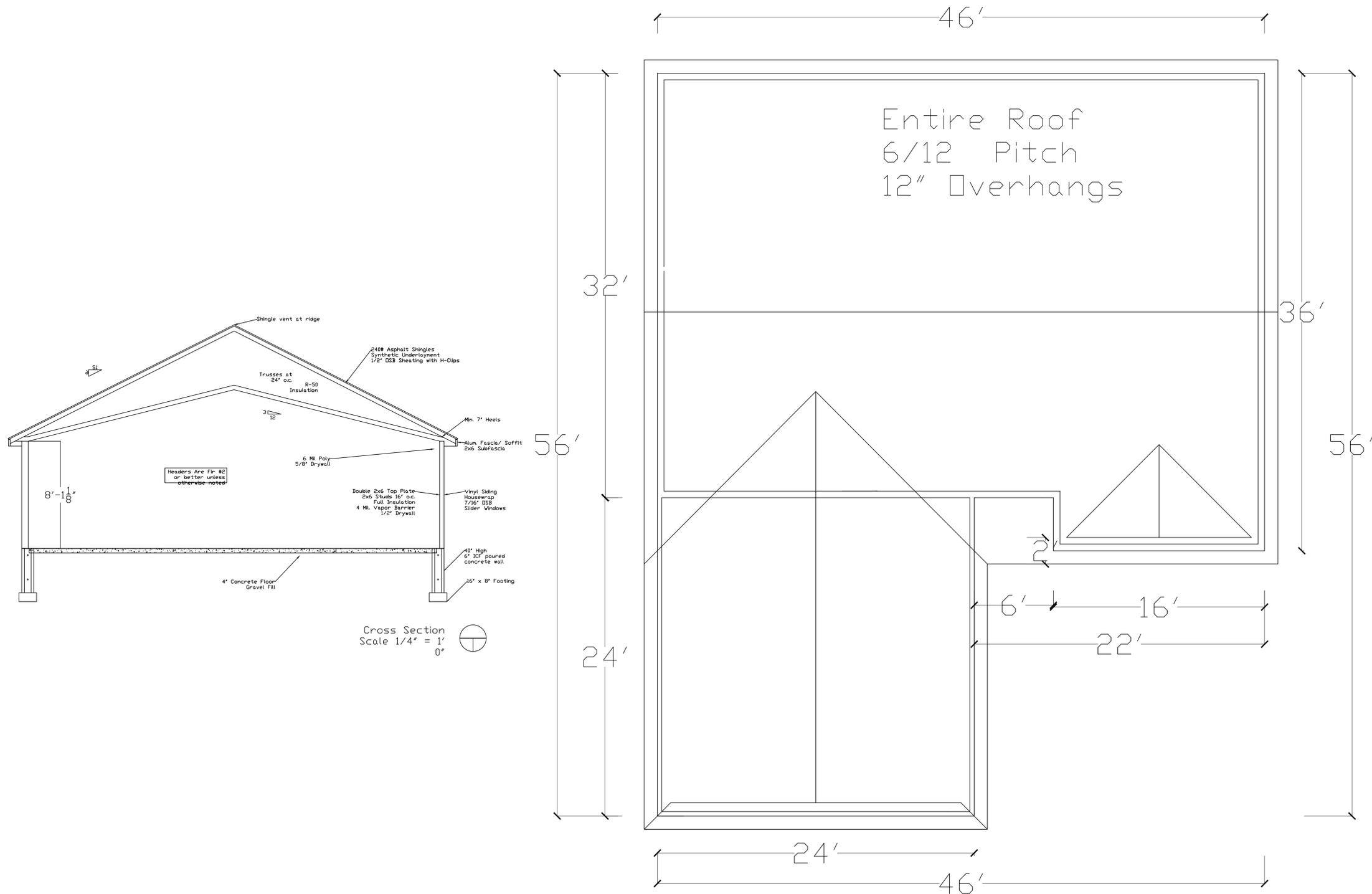
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation E  
 Left Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>1 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



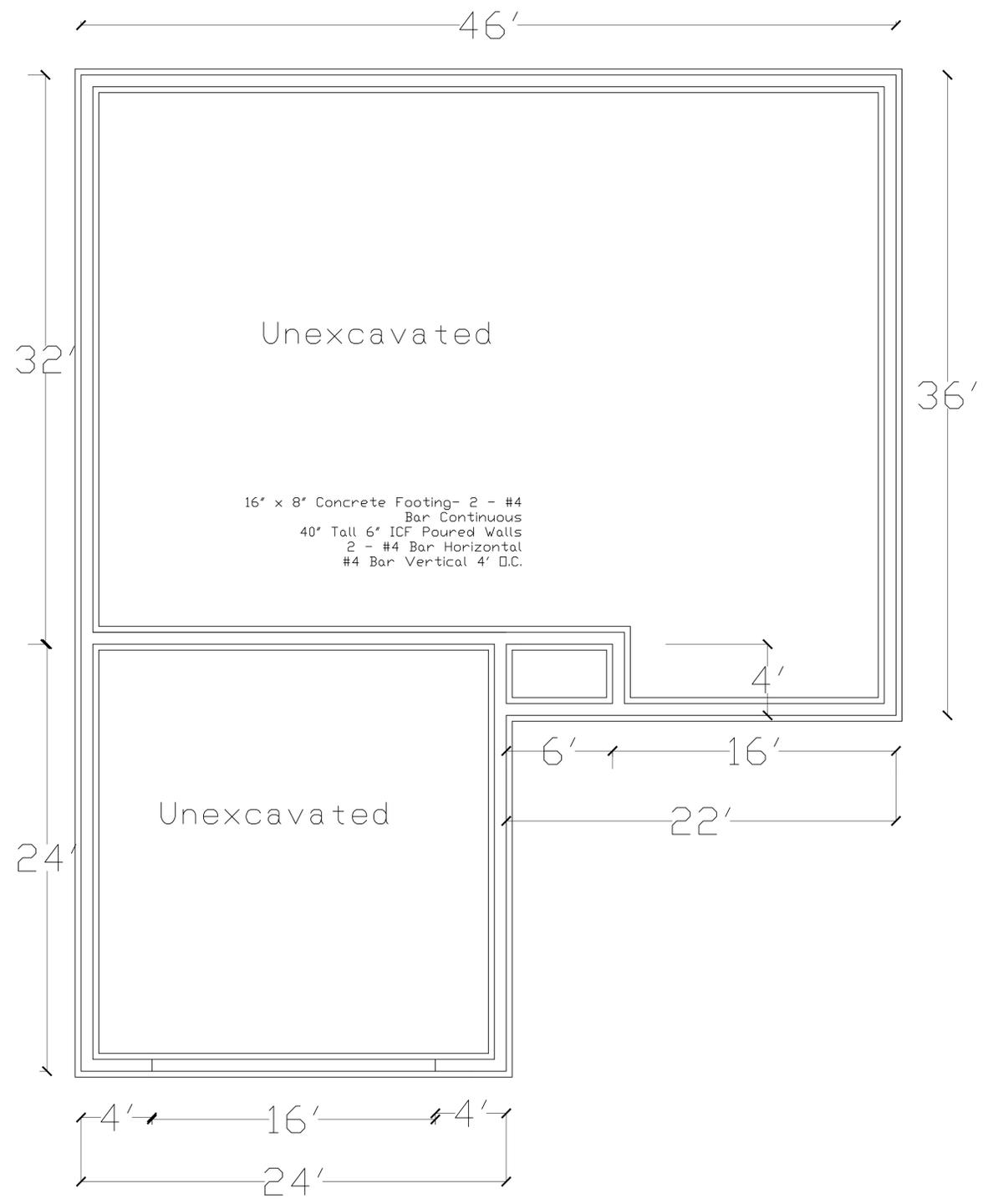


| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation E  
 Left Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |

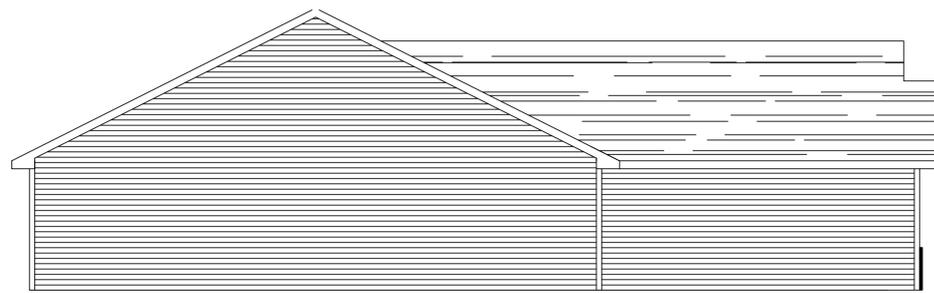
Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation E  
 Left Hand Garage

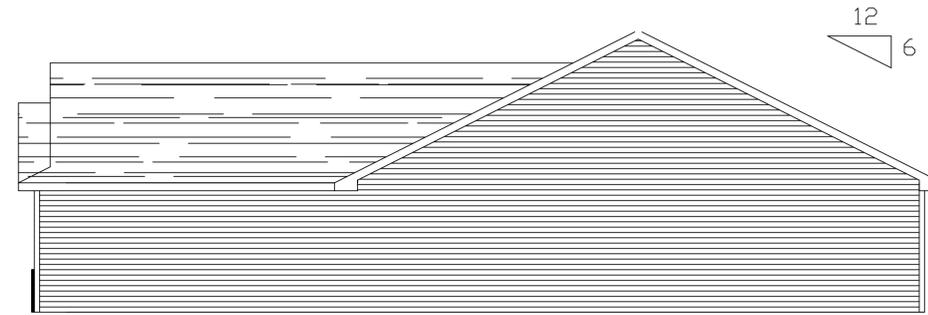
|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



Front  
Elevation



Left Elevation



Right Elevation



Rear  
Elevation

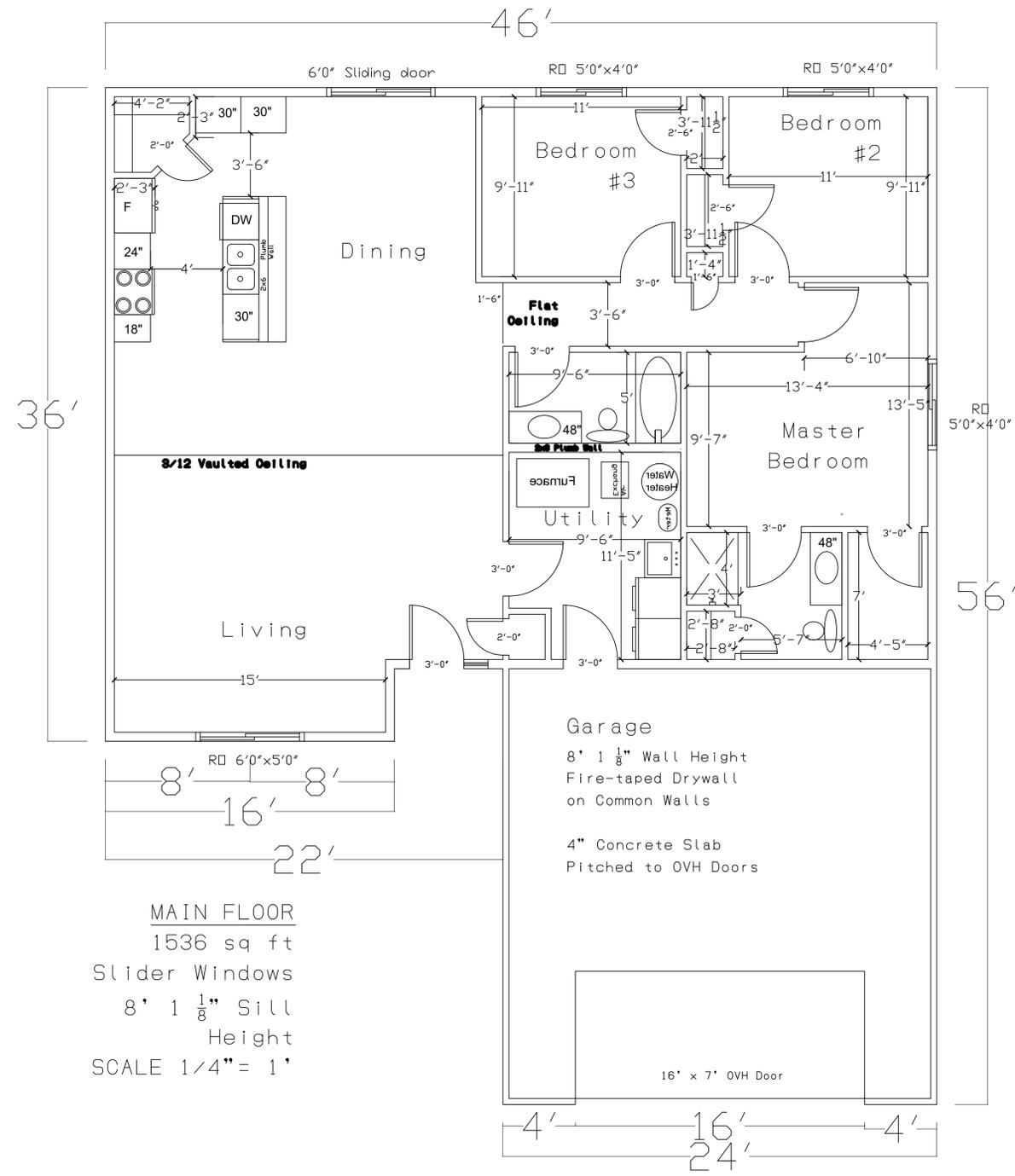
General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>1 |
| Date<br>3-15-23       |            |
| Scale<br>As Noted     |            |



MAIN FLOOR  
 1536 sq ft  
 Slider Windows  
 8' 1 1/8" Sill  
 Height  
 SCALE 1/4" = 1'

General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

|         |            |       |   |
|---------|------------|-------|---|
| Project | Spec House | Sheet | 2 |
| Date    | 3-15-23    |       |   |
| Scale   | As Noted   |       |   |

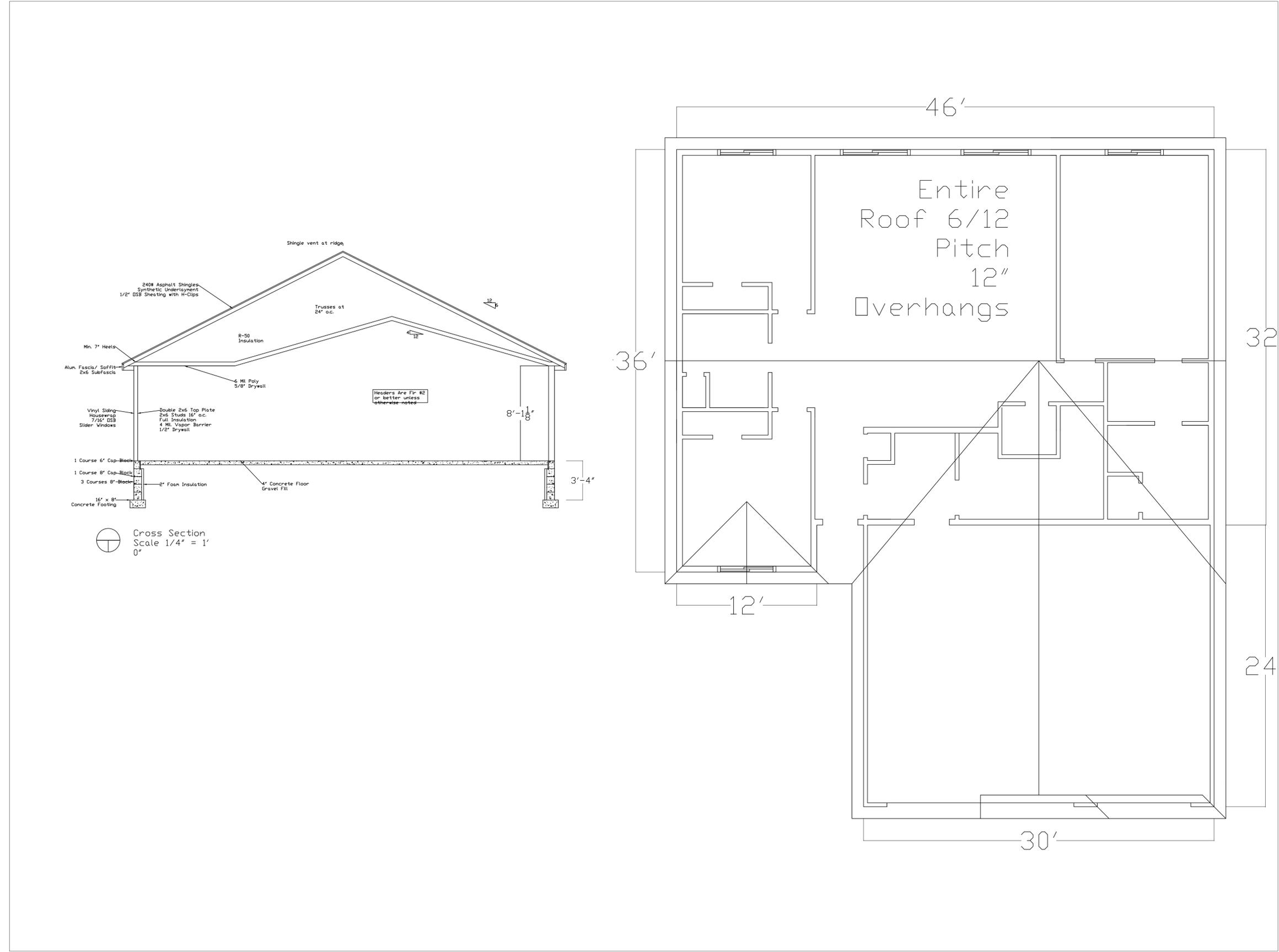
General Notes

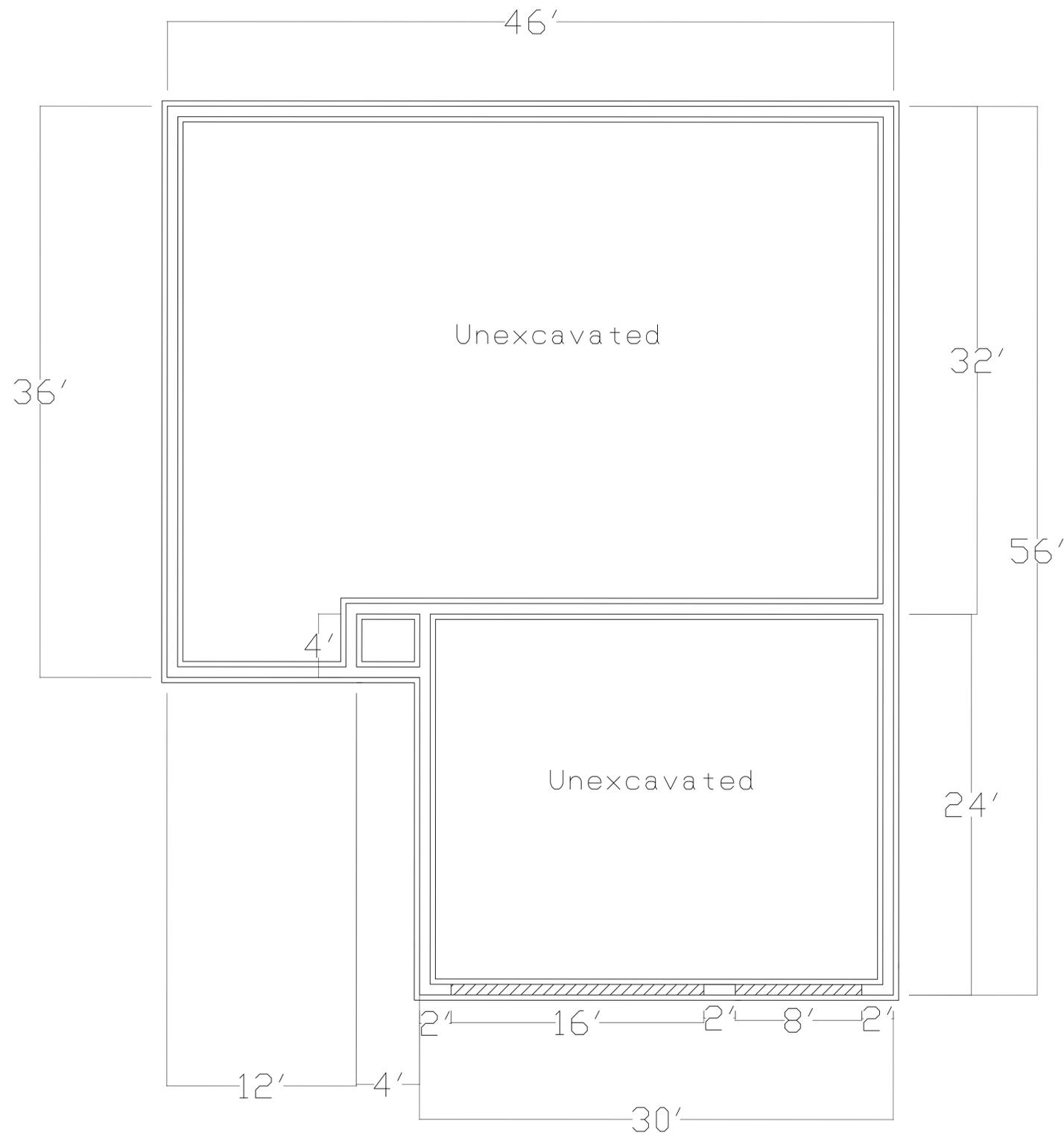
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>3-15-23       |            |
| Scale<br>As Noted     |            |





General Notes

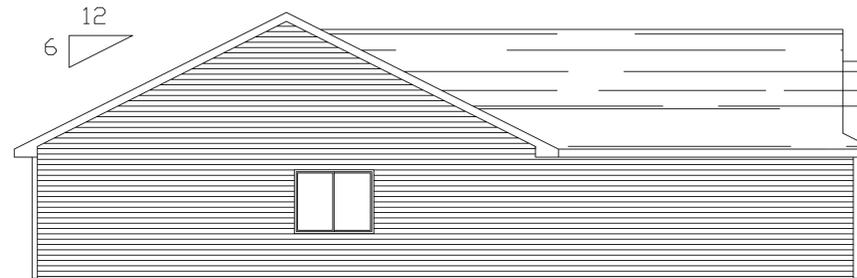
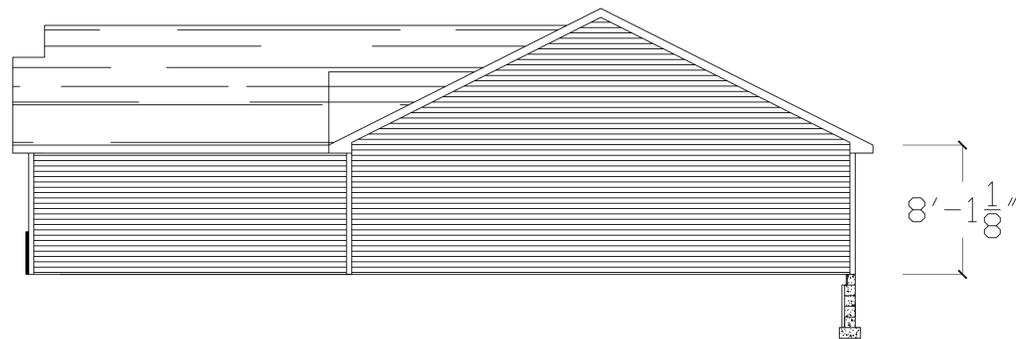
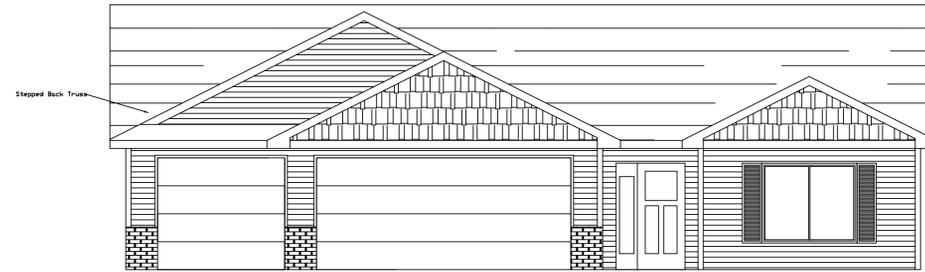
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>3-15-23       |            |
| Scale<br>As Noted     |            |

All Roof Lines 6/12



| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

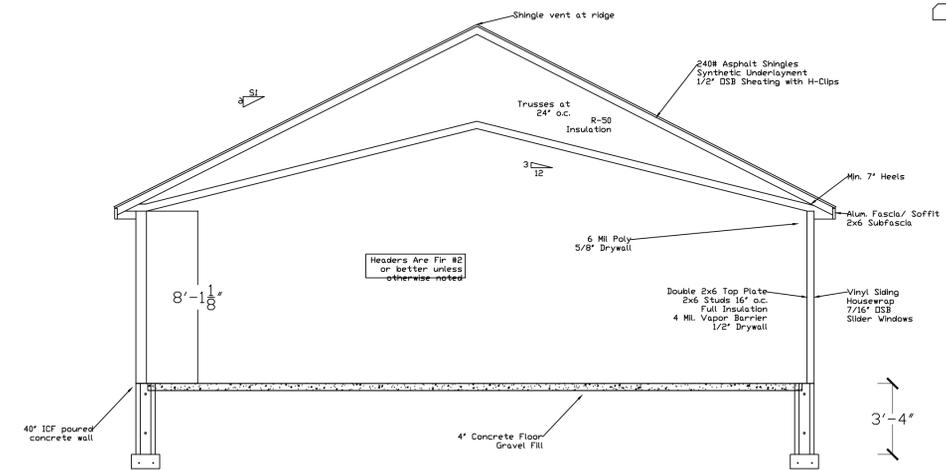
Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>1 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |

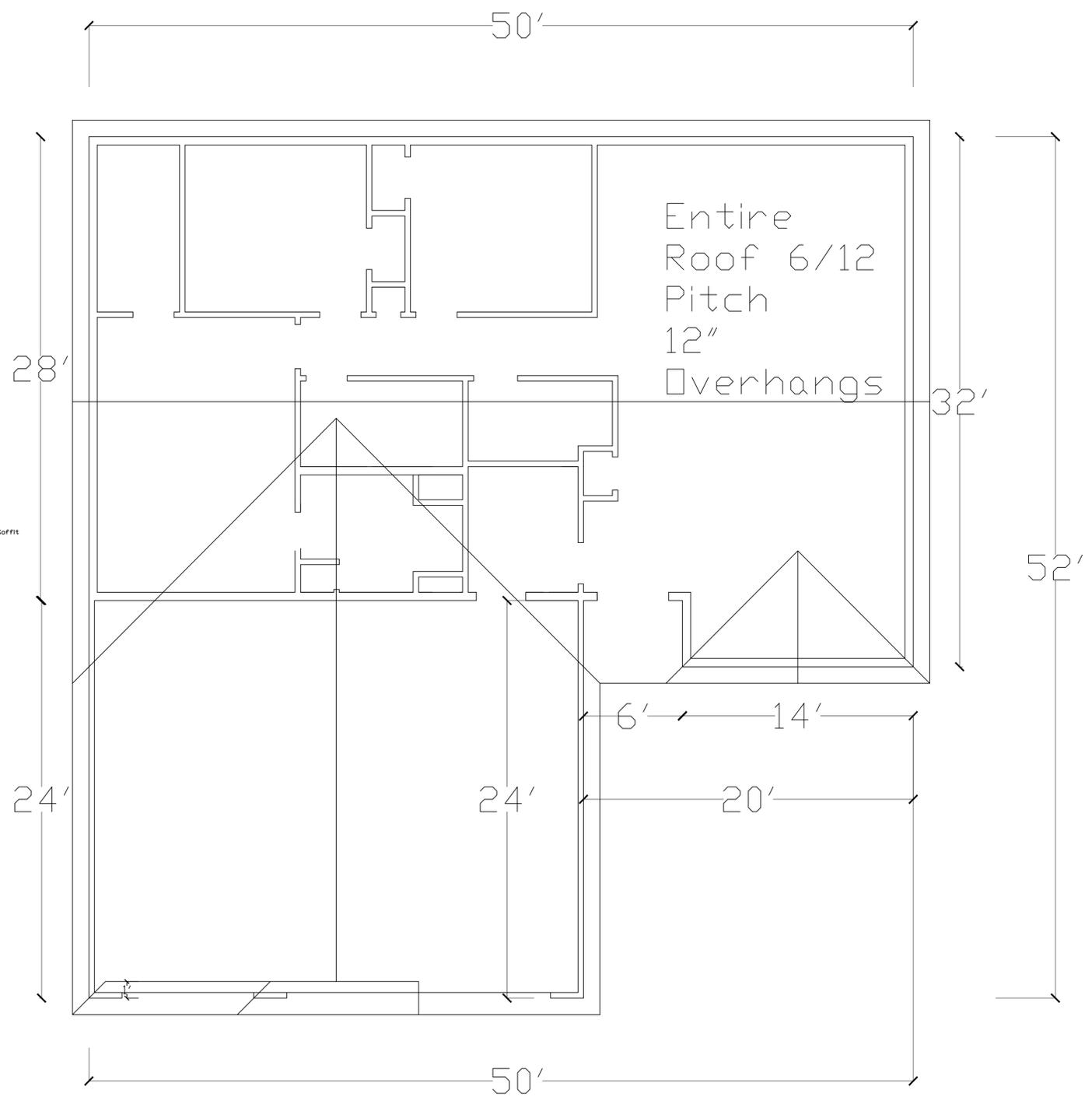


General Notes

Entire  
Roof 6/12  
Pitch  
12"  
Overhangs



Cross Section  
Scale 1/4" = 1'  
0"

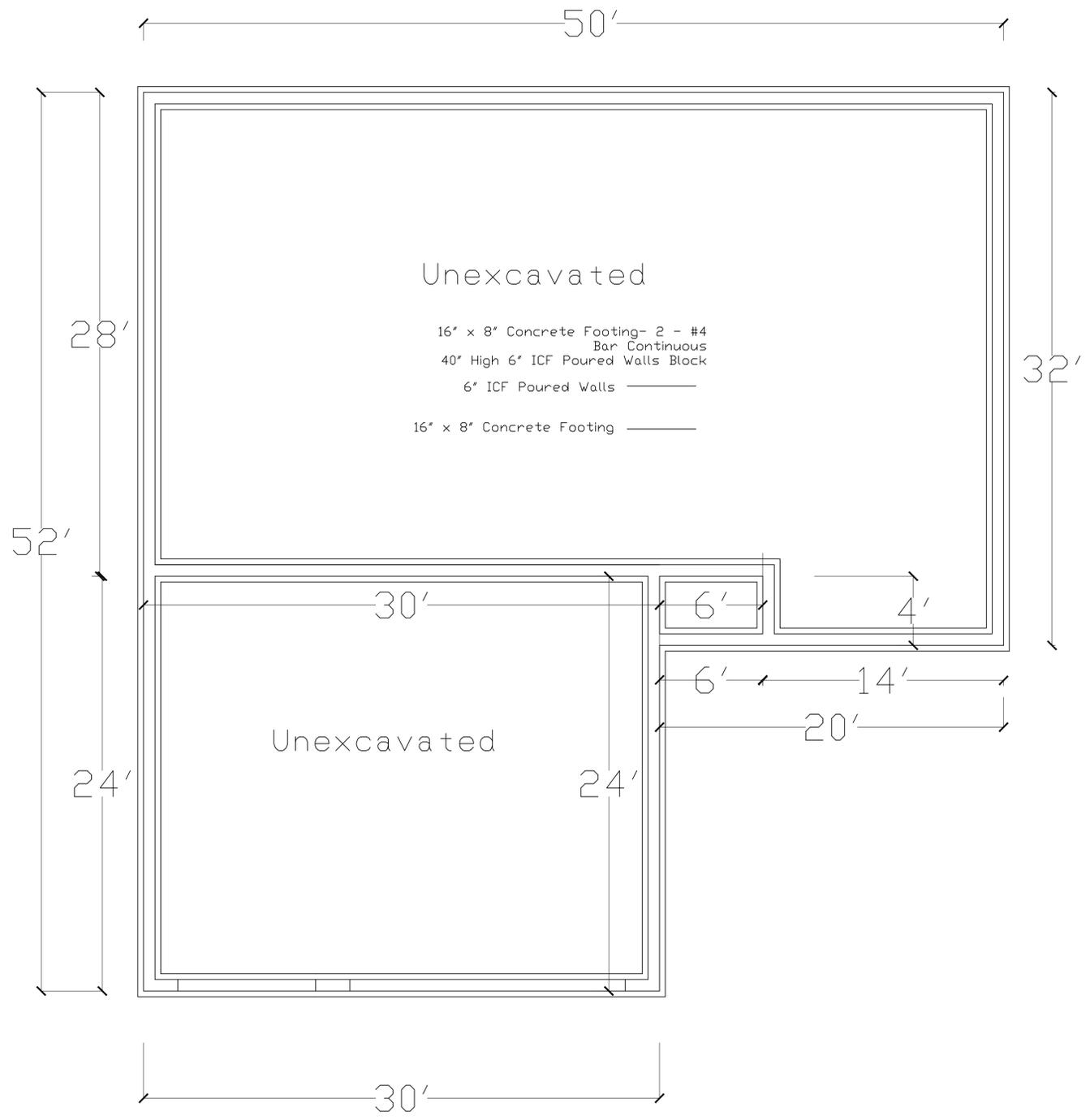


| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |



General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Lindsey Dhaene, City Clerk

SUBJECT: Resolution R2026-011: Summary Publication of Ordinance 619

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider approving a summary publication of Ordinance 619.

**SUMMARY**

At its February 9, 2026 meeting, the City Council is being asked to consider the Second & Final Reading of Ordinance 619. Should the ordinance be passed, the City is required to publish the ordinance in its entirety, or a summary of the ordinance, in the official City newspaper. Where practical, it is recommended by staff to publish a summary of the ordinance. The full ordinance is available to the public at City Hall and, once published, online.

**ACTION REQUESTED**

Staff recommend City Council adopt Resolution R2026-011, approving a summary publication of Ordinance 619.

Alternate Actions:

- No action / Denial: Summary publication of Ordinance 619 will not be approved, and the entirety of the ordinance shall instead be published, unless otherwise advised by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION **R2026-011**

APPROVING A SUMMARY PUBLICATION FOR ORDINANCE NO. 619 ESTABLISHING  
A PLANNED UNIT DEVELOPMENT FOR MILLER HOMES – TURRIL STREET

WHEREAS, the city of Le Sueur (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, on February 9, 2026, the City Council approved Ordinance No. 619; and

WHEREAS, pursuant to Minnesota Statutes 412.191, Subd. 4, the City Council finds that the summary below clearly informs the public of the intent and effect of Ordinance No. 619; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT the following summary of Ordinance No. 619 is approved for publication:

CITY OF LE SUEUR, MINNESOTA  
ORDINANCE NO. 619

**Section 1.** The City of Le Sueur adopts a Planned Unit Development (PUD) Overlay for property located at the southwest corner of Turril Street and Elmwood Avenue. The PUD Overlay allows for the following:

1. The minimum lot width shall be no less than 60 feet.
2. All houses in the PUD shall require stone accent material on the front.

**Section 2.** A copy of the Ordinance and the updated zoning map shall be kept on file at the Le Sueur City Hall.

**Section 3.** The full ordinance is available for review during regular office hours in the office of the City Clerk.

ADOPTED by the City Council of the City of Le Sueur, Minnesota this 9<sup>th</sup> day of February 2026.

ATTEST

---

Shawn Kirby, Mayor

---

Lindsey Dhaene, City Clerk

VOTE: \_\_\_HUNTINGTON \_\_\_KIRBY \_\_\_SCHLUETER  
\_\_\_SULLIVAN \_\_\_SMITH \_\_\_NELSON \_\_\_WILLIAMS



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator  
Justin Nielsen, Zoning Administrator & Building Official

SUBJECT: Resolution R2026-008: Easement Vacation

DATE: For the City Council Meeting of February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider a resolution vacating a public utility easement in favor of the City of Le Sueur.

**SUMMARY**

The City is the beneficiary of a public utility easement, dedicated in 1967, in the area of Turril Street and Elmwood Avenue. The easement document is attached to the memo, and the easement area is outlined and described in the vacation resolution R2026-008.

This easement is a “blanket” type, meaning it covers a wide swath of area and is not specific to installed electrical infrastructure. Such an easement can prevent future development and is an impediment to the Miller Homes PUD being presented to City Council for approval.

Should the City Council conduct a Public Hearing related to the vacation of this easement and hear comment from the public, it may consider Resolution R2026-008, which would provide for the easement’s vacation.

**ACTION REQUESTED**

Staff recommend that City Council adopt Resolution R2026-008 as presented.

Alternate Actions:

- No action / Denial: Easement vacation will not be approved unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION **R2026-008**

RESOLUTION APPROVING THE VACATION OF A PUBLIC UTILITY EASEMENT  
NEAR TURRIL STREET & ELMWOOD AVENUE

WHEREAS, the City of Le Sueur (the “City”) holds a public utility easement of certain property within the City legally described in Exhibit A; and

WHEREAS, the property on which the easement is placed is labelled as “Description” and the legal description of the easement is labelled as “Deed to the City of Le Sueur” on Exhibit A; and

WHEREAS, the City obtained this easement in 1967 and finds that the easement is no longer necessary for the purposes for which it was acquired; and

WHEREAS, the City held a duly noticed public hearing on February 9, 2026 concerning the vacation of said easement; and

WHEREAS, the City Council determines that there is no current and/or anticipated future public need to retain the public utility easement and vacation would be in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LE SUEUR, LE SUEUER COUNTY, STATE OF MINNESOTA that pursuant to Minnesota Statutes 412.851, the above described public utility easement is hereby vacated.

PASSED by the Le Sueur City Council this the 9<sup>th</sup> day of February 2026.

ATTEST

\_\_\_\_\_  
Shawn Kirby, Mayor

\_\_\_\_\_  
Lindsey Dhaene, City Clerk

VOTE:    \_\_\_ HUNTINGTON    \_\_\_ KIRBY    \_\_\_ SCHLUETER  
         \_\_\_ SULLIVAN    \_\_\_ SMITH    \_\_\_ NELSON    \_\_\_ WILLIAMS

**EXHIBIT A  
VACATION LEGAL**

**Description:**

Commencing at the Quarter post on the East side of Section Number Two (2), Township 111, North, Range 26 West, thence North on the East line of said section Forty-four (44) Rods and Twelve and one-half Feet ( $12\frac{1}{2}'$ ), thence West at right angles Forty-one (41) Rods, thence South at right angles Forty-four (44) Rods and Twelve and one-half Feet ( $12\frac{1}{2}'$ ), thence East at right angles Forty-one (41) Rods to place of beginning, excepting therefrom that certain tract heretofore conveyed to Otis Ayer described as follows, to-wit:

Commencing at the Quarter section post thence West on the line between said Northeast Quarter (NE $\frac{1}{4}$ ) and said Southeast Quarter (SE $\frac{1}{4}$ ) of Section Number 2 Seventeen (17) Rods, thence North parallel with the East line of said Section Number 2 Seventy-seven and one-half Feet ( $77\frac{1}{2}'$ ), thence East parallel with the South line of said Northeast Quarter (NE $\frac{1}{4}$ ) of Section No. 2 17 Rods to the East line of said Sec. No. 2, thence South on said line Seventy-seven and one-half Ft. ( $77\frac{1}{2}'$ ) to the place of beginning. All of said described property lying and being in the County of Le Sueur and State of Minnesota. Said description being in accordance with the recorded maps and plats thereof on file and of record in the Office of the Register of Deeds in and for Le Sueur County, Minnesota, subject to Deeds of Conveyance and Dedication for street and highway purposes heretofore made and excepting therefrom those portions hereof theretofore conveyed by Deed dated October 4, 1960, and recorded at Le Sueur County, Minnesota, in Book 124 of Deeds, Page 276.

**Deed to City of Le Sueur (Deed of Dedication)**

Commencing on the East One-fourth (E $\frac{1}{4}$ ) of Section 2, Township 111 North, Range 26 West Le Sueur County, Minnesota, proceeding thence North on the East line of said Section 2 a distance of Seven Hundred Feet (700') to a point which point is hereby designated as point of beginning, thence deflecting left  $89^{\circ} 45\frac{1}{4}$  minutes a distance of 693 Feet to a point, thence deflecting to the right  $90^{\circ} 14\frac{3}{4}$  minutes  $30'$  to a point; thence proceeding East parallel to the South line of the tract herein described to the East line of said Section 2; proceeding thence South along the East line of said Sec. 2 to the point of beginning. Commencing at the East One-fourth (E $\frac{1}{4}$ ) corner of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota; proceeding thence North along the East line of said Section 2 a distance of Seven Hundred and Sixteen (716) Feet to a point; thence deflecting to the left  $89^{\circ} 45\frac{1}{4}$  minutes, a distance of Six Hundred and Sixty-three (663) Feet to a point which point is hereby designated as the point of beginning; continuing thence West on the same course Sixty (60) Feet to a point; proceeding thence South on a line parallel to the East line of said Sec. 2 to the South line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Sec. 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota; proceeding thence East of the South line of said Northeast (NE) corner of Sec. 2, Sixty (60) Feet to a point; proceeding thence North on a line parallel to the East line of said Section 2 a distance of Seven Hundred and Sixteen (716) Feet to the point of beginning.

**EXHIBIT B  
VACATION EXHIBIT**



EASEMENT AGREEMENT

THIS INDENTURE, Made and entered into this First day of August, 1967, by and between Leon J. and Mary Shannon Frost, Husband and Wife, of the County of Le Sueur and State of Minnesota, hereinafter referred to as Grantor, and the City of Le Sueur, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, hereinafter referred to as Grantee.

WITNESSETH, That the Grantors in consideration of the sum of One and No/100 dollars (\$1.00) and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell and convey unto the Grantee, its successors, and assigns forever a permanent right and easement, on, over and across the following described premises belonging to the said Grantor, lying and being in the City of Le Sueur and State of Minnesota, described as follows, to-wit:

(See attached Rider)

to place, construct, reconstruct, repair, relocate, replace, operate and maintain on the above-described lands and in or upon all streets, roads or highways abutting said lands, an electric distribution line or system; to cut, trim and control the growth of, by chemical means, machinery, or otherwise, trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system, including any control of the growth of other vegetation which may incidentally and necessarily result from the means of control employed, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, and to license, permit or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation for electrification or telephone purposes.

The undersigned agrees that all poles, wires and other facilities installed on the above described lands at the Grantee's expense shall remain the property of the Grantee and be removable at the option of the Grantee.

The Grantor for himself, his heirs, executors, and administrators, does covenant with the said Grantee, its successors and assigns that he is well



**Description:**

Commencing at the Quarter post on the East side of Section Number Two (2), Township 111, North, Range 26 West, thence North on the East line of said section Forty-four (44) Rods and Twelve and one-half Feet ( $12\frac{1}{2}'$ ), thence West at right angles Forty-one (41) Rods, thence South at right angles Forty-four (44) Rods and Twelve and one-half Feet ( $12\frac{1}{2}'$ ), thence East at right angles Forty-one (41) Rods to place of beginning, excepting therefrom that certain tract heretofore conveyed to Otis Ayer described as follows, to-wit:

Commencing at the Quarter section post thence West on the line between said Northeast Quarter (NE $\frac{1}{4}$ ) and said Southeast Quarter (SE $\frac{1}{4}$ ) of Section Number 2 Seventeen (17) Rods, thence North parallel with the East line of said Section Number 2 Seventy-seven and one-half Feet ( $77\frac{1}{2}'$ ), thence East parallel with the South line of said Northeast Quarter (NE $\frac{1}{4}$ ) of Section No. 2 17 Rods to the East line of said Sec. No. 2, thence South on said line Seventy-seven and one-half Ft. ( $77\frac{1}{2}'$ ) to the place of beginning. All of said described property lying and being in the County of Le Sueur and State of Minnesota. Said description being in accordance with the recorded maps and plats thereof on file and of record in the Office of the Register of Deeds in and for Le Sueur County, Minnesota, subject to Deeds of Conveyance and Dedication for street and highway purposes heretofore made and excepting therefrom those portions hereof theretofore conveyed by Deed dated October 4, 1960, and recorded at Le Sueur County, Minnesota, in Book 124 of Deeds, Page 276.

**Deed to City of Le Sueur (Deed of Dedication)**

Commencing on the East One-fourth (E $\frac{1}{4}$ ) of Section 2, Township 111 North, Range 26 West Le Sueur County, Minnesota, proceeding thence North on the East line of said Section 2 a distance of Seven Hundred Feet ( $700'$ ) to a point which point is hereby designated as point of beginning, thence deflecting left  $89^{\circ} 45\frac{1}{4}$  minutes a distance of 693 Feet to a point, thence deflecting to the right  $90^{\circ} 14 \frac{3}{4}$  minutes  $30'$  to a point; thence proceeding East parallel to the South line of the tract herein described to the East line of said Section 2; proceeding thence South along the East line of said Sec. 2 to the point of beginning. Commencing at the East One-fourth (E $\frac{1}{4}$ ) corner of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota; proceeding thence North along the East line of said Section 2 a distance of Seven Hundred and Sixteen (716) Feet to a point; thence deflecting to the left  $89^{\circ} 45\frac{1}{4}$  minutes, a distance of Six Hundred and Sixty-three (663) Feet to a point which point is hereby designated as the point of beginning; continuing thence West on the same course Sixty (60) Feet to a point; proceeding thence South on a line parallel to the East line of said Sec. 2 to the South line of the Northeast Quarter (NE $\frac{1}{4}$ ) of Sec. 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota; proceeding thence East of the South line of said Northeast (NE) corner of Sec. 2, Sixty (60) Feet to a point; proceeding thence North on a line parallel to the East line of said Section 2 a distance of Seven Hundred and Sixteen (716) Feet to the point of beginning.



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Nate Sparks, City Planner  
Justin Nielsen, Zoning Administrator & Building Official

SUBJECT: Resolution R2026-010: Miller Homes Minor Subdivision

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider Resolution R2026-010, approving a Minor Subdivision application for a proposed development at the southwest corner of Turril Street and Elmwood Avenue.

**SUMMARY**

Miller Homes has made an application for a minor subdivision and planned unit development to divide a property located at the southwest corner of Turril Street and Elmwood Avenue into three lots. Miller Homes is seeking to divide the property into three lots that would all front on Turril Street. The lots are proposed for single family residential uses. The applicant is seeking to do the division with a minor subdivision rather than a plat.

The City's Subdivision allows for subdivisions via City Code Section 152.021, which states that such divisions must be processed in the same manner as a preliminary plat. This requires a public hearing and consideration of the division against the City's review criteria for preliminary plats. The Planning Commission conducted the required hearing at their January 8, 2026 meeting.

The Planning Commission found that the minor subdivision generally meets City requirements and recommended approval with conditions. At its January 26, 2026 regular meeting, the City Council voted to direct staff to bring back to the Council findings of approval for the Minor Subdivision. These findings are outlined in the attached resolution approving the subdivision application: R2026-010.

**ACTION REQUESTED**

City staff recommend City Council adopt Resolution R2026-010 as presented.

Alternate Actions:

- No action / Denial: First Reading of ordinance as presented will not be conducted unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION **R2026-010**

RESOLUTION APPROVING A MINOR SUBDIVISION FOR MILLER HOMES AT THE  
SOUTHWEST CORNER OF TURRIL STREET & ELMWOOD AVENUE

WHEREAS, the City of Le Sueur (the “City”) received a request from Miller Homes (the “Applicant”) for a Minor Subdivision on property located at the southwest corner of Turril Street and Elmwood Avenue; and

WHEREAS, the Applicant is seeking a subdivision of the following legally described property (the “Property”):

Tract I: That part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota described as follows: Commencing at the East Quarter corner of Section 2; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the east line of the Northeast Quarter of Section 2, a distance of 557.00 feet to the point of beginning; thence North 89 degrees 45 minutes 15 seconds West, 263.00 feet; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with the east line of the Northeast Quarter of Section 2, a distance of 13.00 feet; thence South 89 degrees 45 minutes 15 seconds East, 263.00 feet to a point on the east line of the Northeast Quarter of Section 2; thence North 00 degrees 00 minutes 00 seconds East, along said east line, 13.00 feet to the point of beginning. Said 13 foot wide parcel contain 3,419 square feet, subject to an easement for Hwy 112 purposes over and across the easterly boundary; also subject to any other easements of record. AND Tract II: Commencing at the quarter-post on the East side of Section 2, Township 111 North, Range 26 West; thence North along the East line of said Section 2 a distance of 557 feet to a point, which point is hereby designated as the point of beginning; thence continuing North along the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes a distance of 263 feet to a point; thence deflecting left 90 degrees 14 3/4 minutes parallel to the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes parallel to the South line of the Northeast Quarter of Section 2 a distance of 263 feet to the point of beginning. Subject to a right of way and easement for driveway purposes over the Westerly thirty feet of the above-described parcel of land.

; and

WHEREAS, the Applicant is seeking to divide the 1.04 acre parcel into three lots to be utilized as single family residential dwellings as depicted in “Exhibit A”; and

WHEREAS, the Property is guided for a Low Density Residential Land Use; and

WHEREAS, the Property is zoned R-2, Single Family Residential; and

WHEREAS, the City approved a Planned Unit Development (PUD) Overlay on the Property via Ordinance No. 619; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 8, 2026 and recommended approval of the request for subdivision; and

WHEREAS, the City Council finds that the proposed subdivision meets the standards of the Zoning Ordinance and Subdivision Ordinance; and

WHEREAS, the City Council finds that the minor subdivision meets the requirements of Section 152.021 of the Subdivision Ordinance.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LE SUEUR, LE SUEUR COUNTY, STATE OF MINNESOTA that the minor subdivision for Miller Homes is hereby approved subject to the following conditions:

1. The Easement Vacation in R2026-08 shall be approved.
2. The Planned Unit Development (PUD) Overlay in Ordinance No. 619 is placed into effect.
3. The applicant shall meet all requirements of the City Engineer and Le Sueur County.
4. Park dedication shall be provided in the form of cash-in-lieu at \$4,666.
5. The applicant shall dedicate drainage and utility easements on the perimeter of each lot at a minimum of 10 feet along the front and rear lot lines and 5 feet on the side lot lines.
6. A utility easement shall be dedicated along the sewer line on the western side of the property centered on the line and planned for 30 feet in width.
7. The front of the buildings shall include the brick veneer as depicted on the plans submitted by the Applicant, and as required by the PUD in Ordinance No. 619.

PASSED by the Le Sueur City Council this the 9<sup>th</sup> day of February 2026.

ATTEST

\_\_\_\_\_  
Shawn Kirby, Mayor

\_\_\_\_\_  
Lindsey Dhaene, City Clerk

VOTE: \_\_\_ HUNTINGTON \_\_\_ KIRBY \_\_\_ SCHLUETER

\_\_\_ SULLIVAN \_\_\_ SMITH \_\_\_ NELSON \_\_\_ WILLIAMS





**City of Le Sueur, MN**  
**Platting Application**

Preliminary Plat \$500 plus \$1,000 Escrow  
 Final Plat \$400

| APPLICANT INFORMATION  |                                      |              |
|--|--------------------------------------|--------------|
| Name: Miller Homes LLC   |                                      |              |
| Street Address: 103 Elm Ave SW   | City/State/Zip: Montgomery, MN 56069 |              |
| Phone: 507-210-0696  | Email: nicolemillerhomes@hotmail.com |              |
| PROPERTY INFORMATION   |                                      |              |
| Site Address: 800, 802, 804 Turril St., Le Sueur   | PID#: 21.002.3300                    | # of Lots: 3 |
| Subdivision Type(s): <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat   |                                      |              |
| NOTES TO APPLICANT   |                                      |              |
| <p><b>Submittal Checklist:</b><br/>           ___ Certificate of Survey and Site plan including necessary exhibits (drawn to a tenth scale).<br/>           ___ Completed Attachments as required per specific application.</p> <p><b>I hereby acknowledge the following:</b><br/>           I have reviewed and understand the requirements of Le Sueur City Code Chapter 152 Subdivisions.</p> <p>By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statute 366.012 and Minnesota Statute 429.81 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may also be collected but by may not cover actual expenses; any additional fees will be billed.</p> <p>I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.</p> <p>Applicant(s) <u>Peter Miller</u> Date: <u>11/11/25</u></p> <p>Owner(s): _____ Date: _____</p> |                                      |              |

Listed on the second page is a summary of what is required for each subdivision application. Please see Chapter 152 for detailed requirements prior to submittal.

\*continued on next page.

**§ 152.050 CONCEPT PLAN.**

(A) In order to ensure that all applicants are informed of the procedural requirements and minimum standards of this chapter and the requirements or limitations imposed by other city ordinances, code provisions, or plans prior to the development of a preliminary plat, all applicants shall present a concept plan to the Zoning Administrator prior to filing a preliminary plat. Comments on the concept plan shall not be considered binding in regard to subsequent plat review. The Zoning Administrator shall have the authority to refer the concept plan to the Planning Commission and/or City Council for review and comment.

(B) The concept plan submission shall include, but not be limited to, the following:

1. Application and fee;
2. A deposit or escrow security in an amount determined necessary by the Zoning Administrator to pay review costs of the city staff and consultants; and
3. Plan information including a scaled drawing, written description, or other information determined necessary by the Zoning Administrator.

(C) The city will review the concept plan for adherence to site design considerations such as driveway access, lot size, block size, encroachment on wetlands or steep slopes, circulation, etc. After the review, the city will inform the applicant of its findings and suggest changes or improvements to the plan prior to submittal of a preliminary plat.

**§ 152.051 PRELIMINARY PLAT.**

- a) Pre-application meeting. Prior to submitting a preliminary plat application (following a concept plan review, if one occurs), the property owner/applicant shall meet with city staff to discuss the application. Through this meeting, the Zoning Administrator or designee may summarize the city's concept plan review comments and offer suggestions pertaining to additional information or design changes that may assist in expediting the preliminary plat review. The developer shall schedule the meeting with the City Administrator in advance.
- b) Neighborhood meeting. While not required, the city recommends that the property owner/applicant hold a neighborhood meeting for informal comment and feedback prior to preliminary plat application.
- c) The person applying for preliminary plat approval shall submit to the city a complete application and all other information required according to the deadline and meeting schedule established by the city. The application shall address the informational requirements of § 152.051(B) and also any issues identified through the concept plan review procedure.
- d) A complete preliminary plat application shall include:
  1. A graphic and written description of the information requirements outlined in this chapter.
  2. Applications shall be accompanied by a fee and processing escrow established by the City Council.
- e) The Zoning Administrator, upon receipt of the application, shall notify the applicant in writing within 15 business days if the application is found to be incomplete.

**§ 152.052 FINAL PLAT.**

(A) Filing and requirements for application. Approval of a preliminary plat by the City Council is an acceptance of the plat and indicates the developer may proceed toward final plat approval in accordance with the City Council approval of the preliminary plat, including conditions.

| <b>OFFICE USE ONLY</b> |                     |
|------------------------|---------------------|
| <b>Date Received:</b>  | <b>Amount Paid:</b> |
| <b>Date Approved:</b>  | <b>Approved By:</b> |



**City of Le Sueur, MN**  
**Conditional Use/Planned Unit Development**  
**Permit Application**  
 \$400 Application Fee plus \$1,000 Escrow

| APPLICANT INFORMATION  |  |
|--|--|
| <b>Name:</b> Miller Homes LLC  |  |
| <b>Street Address:</b><br>103 Elm Ave SW   | <b>City/State/Zip:</b><br>Montgomery, MN 56069 |
| <b>Phone:</b> 507-210-0696   | <b>Email:</b> nicolemillerhomes@hotmail.com    |
| PROPERTY INFORMATION   |  |
| <b>Site Address:</b> 800, 802, 804 Turril St., Le Sueur  | <b>PID#:</b> 21.002.3300                       |
| NOTES TO APPLICANT   |  |
| <p><b>Submittal Checklist:</b><br/>           ___ Certificate of Survey and Site plan including necessary exhibits (drawn to a tenth scale).<br/>           ___ Letter detailing reason for the conditional use permit request.</p> <p><b>I hereby acknowledge the following:</b><br/>           I have reviewed and understand the requirements of Le Sueur City Code 153.023 regarding conditional use permits.</p> <p>By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes 366.012 as amended. All fees and expenses are due whether the application is approved or denied or withdrawn. Escrow fees may also be collected but may not cover actual expenses; any additional fees will be billed.</p> <p>I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I further understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.</p> <p><b>Applicant(s)</b> <u>Peter Miller</u> <span style="float: right;"><b>Date:</b> <u>11/11/25</u></span></p> <p><b>Owner(s):</b> _____ <span style="float: right;"><b>Date:</b> _____</span></p> |  |

**§ 153.023 CONDITIONAL USE PERMITS.**

(A) Purpose. The purpose of a conditional use permit is to provide the city with a reasonable degree of discretion in determining the suitability of certain designated uses upon the general welfare, public health and safety. A conditional use is a use which because of certain characteristics cannot be properly classified as a permitted use in the zoning district within which it is proposed. Conditional use permits are designed to meet the problem which arises where certain uses, although generally compatible with the basic use classification of a particular zone, should not be permitted to be located as a matter of right in every area included within the zone because of hazards inherent in the use itself or special problems which its proposed location may present. In making this determination, whether or not the conditional use is to be allowed, the city may consider the nature of the adjoining land or buildings, the effect upon traffic into and from the premises, or on any adjoining streets, and all other or further factors as the city shall deem a prerequisite of consideration in determining the effect of the use on the general welfare, public health and safety.

\*continued on next page.

(B) Procedure. An application for a conditional use permit requires a public hearing and is to be processed in accordance with the procedures outlined in § 150.20 of this chapter.

(C) Application requirements. The information required for all conditional use permit applications generally consists of the following items and shall be submitted when requested by the city.

- 1) Site development plan. A site development plan, which shall include:
  - a. The location of all buildings on lots, including both existing and proposed structures;
  - b. The location of all adjacent buildings located within 200 feet of the exterior boundaries of the property in question;
  - c. The location and number of existing and proposed parking spaces;
  - d. Vehicular circulation;
  - e. Architectural elevations (type and materials used in all external surfaces);
  - f. The location and candle power of all luminaries; and
  - g. Curb cuts, driveways, and number of parking spaces.
- 2) Dimension plan. A dimension plan, which shall include:
  - a. Lot dimensions and area;
  - b. Dimensions of proposed and existing structures;
  - c. Building floor plan;
  - d. Setbacks of all buildings located on the property in question;
  - e. Proposed setbacks; and
  - f. A sanitary sewer and water plan with estimated use per day.
- 3) Grading plan. A grading plan, which shall include:
  - a. Existing contours;
  - b. Proposed grading elevations;
  - c. Drainage configurations;
  - d. Storm sewer catch basins and invert elevations;
  - e. Spot elevations; and
  - f. A proposed road profile.
- 4) Landscape plan. A landscape plan, which shall include:
  - a. (a) The location of all existing trees, their type and diameter, and which trees will be removed;
  - b. (b) The location, type, and diameter of all proposed plantings; and
  - c. (c) The location of and material used for all screening devices.
- 5) A legal description of the property under consideration.
- 6) Proof of ownership of the land for which a conditional use permit is requested.

(D) Criteria. The Planning Commission and City Council shall consider possible effects of the proposed conditional use. Its judgment shall be based upon, but not limited to, the following factors:

- 1) The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the comprehensive plan;
- 2) The proposed use is or will be compatible with present and future land uses of the area;
- 3) The proposed use conforms with all performance standards contained in this chapter;
- 4) The proposed use can be accommodated with existing public services and will not overburden the city's service capacity; and
- 5) Traffic generation by the proposed use is within capabilities of streets serving the property.

(E) Additional conditions. In permitting a new conditional use or in the event of the modification of an existing conditional use, the City Council may impose, in addition to the standards and requirements expressly specified by this chapter, additional conditions which the City Council considers necessary in its sole discretion to protect the best interests of people in the surrounding area and the community as a whole.

**(Ord. 422, passed 6-8-1992; Ord. 444, passed 8-25-1997; Ord. 583, passed 8-26-2019**

| OFFICE USE ONLY       |                     |
|-----------------------|---------------------|
| <b>Date Received:</b> | <b>Amount Paid:</b> |
| <b>Date Approved:</b> | <b>Approved By:</b> |

# MINOR SUBDIVISION - PROPOSED

~for~ MILLER HOMES, LLC

~Part of~ Southeast Quarter of the Northeast Quarter  
Section 2, Township 111, Range 26,  
City of Le Sueur, Le Sueur County, MN

## DESCRIPTION OF RECORD AS PROVIDED (per DOC. No. 445797)

Tract I:  
That part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 111 North, Range 26 West, Le Sueur County, Minnesota described as follows:

Commencing at the East Quarter corner of Section 2; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the east line of the Northeast Quarter of Section 2, a distance of 557.00 feet to the point of beginning; thence North 89 degrees 45 minutes 15 seconds West, 263.00 feet; thence South 00 degrees 00 minutes 00 seconds West along a line parallel with the east line of the Northeast Quarter of Section 2, a distance of 13.00 feet; thence South 89 degrees 45 minutes 15 seconds East, 263.00 feet to a point on the east line of the Northeast Quarter of Section 2; thence North 00 degrees 00 minutes 00 seconds East, along said east line, 13.00 feet to the point of beginning.

Said 13 foot wide parcel contain 3,419 square feet, subject to an easement for Hwy 112 purposes over and across the easterly boundary; also subject to any other easements of record.

AND

Tract II:  
Commencing at the quarter-post on the East side of Section 2, Township 111 North, Range 26 West; thence North along the East line of said Section 2 a distance of 557 feet to a point, which point is hereby designated as the point of beginning; thence continuing North along the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes a distance of 263 feet to a point; thence deflecting left 90 degrees 14 3/4 minutes parallel to the East line of said Section 2 a distance of 159 feet to a point; thence deflecting left 89 degrees 45 1/4 minutes parallel to the South line of the Northeast Quarter of Section 2 a distance of 263 feet to the point of beginning.

Subject to a right of way and easement for driveway purposes over the Westerly thirty feet of the above-described parcel of land.

### ZONED: R-2 SETBACK ORDINANCES

- PRINCIPAL FRONT YARD SETBACK = 30 FEET
- SIDE (INTERIOR) YARD SETBACK = 7.5 FEET
- SIDE (CORNER) YARD SETBACK = 20 FEET
- REAR YARD SETBACK = 30 FEET
- IMPERVIOUS SURFACE MAXIMUM = 50%

### NOTES

- Bearings shown as "M." are based on the Le Sueur County Coordinate System NAD83.
- Parcel ID Number: 21.002.3300.
- Field survey was completed by E.G. Rud and Sons, Inc. on 03/31/21.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
- Utility information shown hereon was provided by the City of Le Sueur Public Utility Department, and was supplemented by information from a previous site plan created by Bolton & Menk, INC.

#### PARCEL 1 IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA ..... 15,808 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,136 SQFT  
PROPOSED DRIVEWAY ..... 488 SQFT  
PROPOSED WALK ..... 145 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 2,769 SQFT  
PERCENT IMPERVIOUS ..... 17.5%

#### PARCEL 2 IMPERVIOUS SURFACE CALCULATIONS

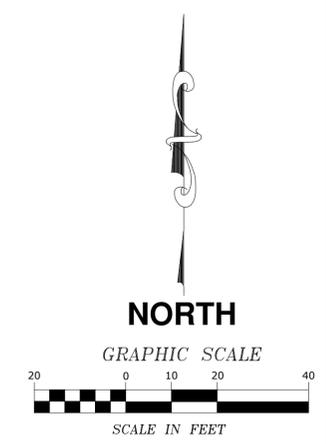
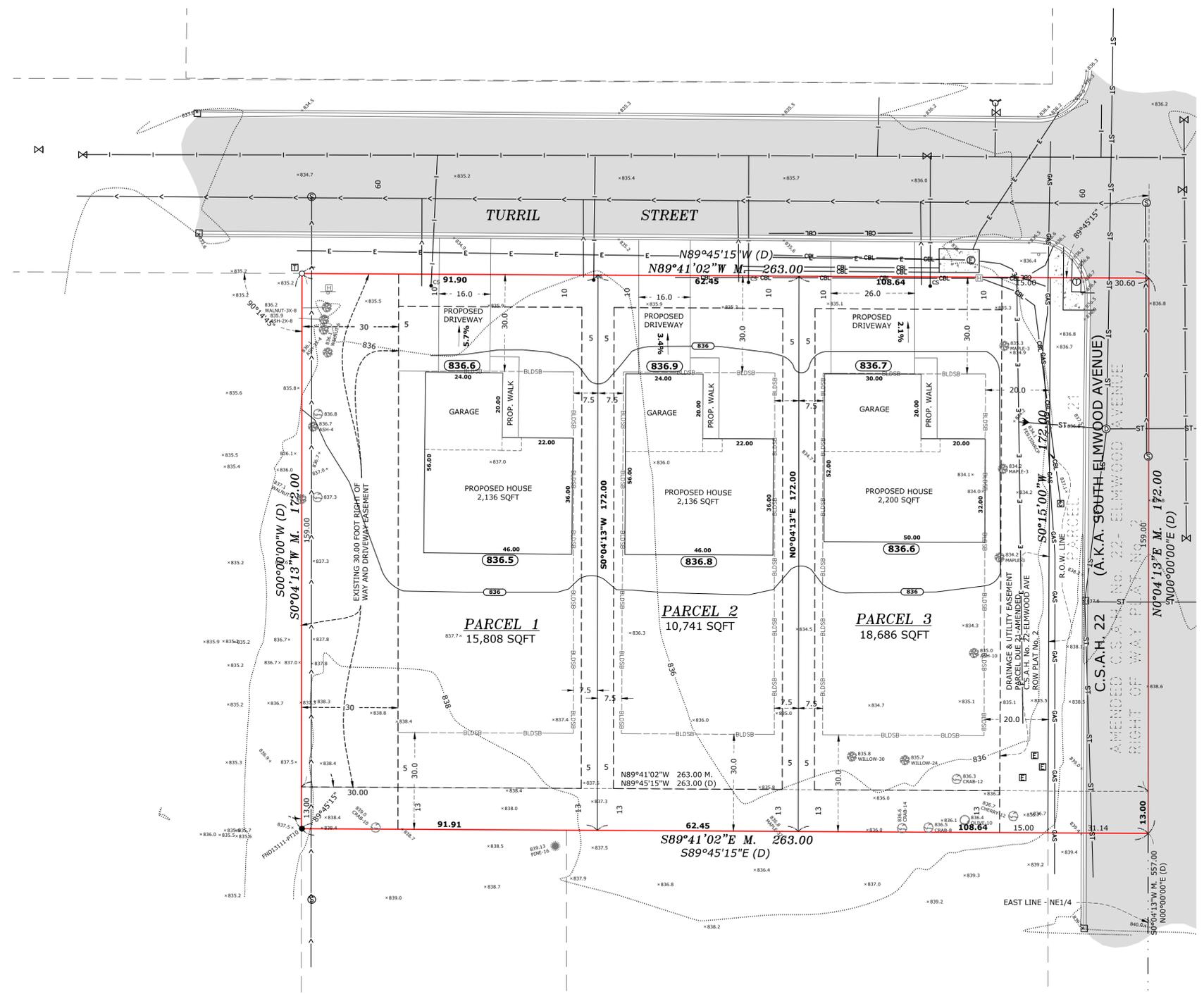
TOTAL LOT AREA ..... 10,741 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,136 SQFT  
PROPOSED DRIVEWAY ..... 488 SQFT  
PROPOSED WALK ..... 145 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 2,769 SQFT  
PERCENT IMPERVIOUS ..... 25.8%

#### PARCEL 3 IMPERVIOUS SURFACE CALCULATIONS

TOTAL LOT AREA ..... 18,686 SQFT  
PROPOSED HOUSE AND GARAGE ..... 2,200 SQFT  
PROPOSED DRIVEWAY ..... 785 SQFT  
PROPOSED WALK ..... 135 SQFT  
TOTAL IMPERVIOUS SURFACE ..... 3,120 SQFT  
PERCENT IMPERVIOUS ..... 16.7%

### LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 45356/52705
- ⊕ DENOTES STORM SEWER MANHOLE
- DENOTES CATCH BASIN
- CS DENOTES CURB STOP
- ⊞ DENOTES ELECTRICAL BOX
- ⊞ DENOTES ELECTRICAL MANHOLE
- ⊞ DENOTES EXISTING SPOT ELEVATION
- ⊞ DENOTES SANITARY SEWER MANHOLE
- ⊞ DENOTES LIDAR CONTOURS
- SS DENOTES EXISTING SANITARY SEWER
- ST DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BUILDING SETBACK LINE
- M. DENOTES BEARING PER COUNTY COORDINATES
- (D) DENOTES BEARING PER RECORD DEED



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

KURT D. NELSON  
Date: 10/10/25 License No. 45356

|               |                  |                |    |
|---------------|------------------|----------------|----|
| DRAWN BY: EMS | JOB NO: 250571PP | DATE: 10/10/25 |    |
| CHECK BY: CBS | FIELD CREW: N/A  |                |    |
| 1             |                  |                |    |
| 2             |                  |                |    |
| 3             |                  |                |    |
| NO.           | DATE             | DESCRIPTION    | BY |

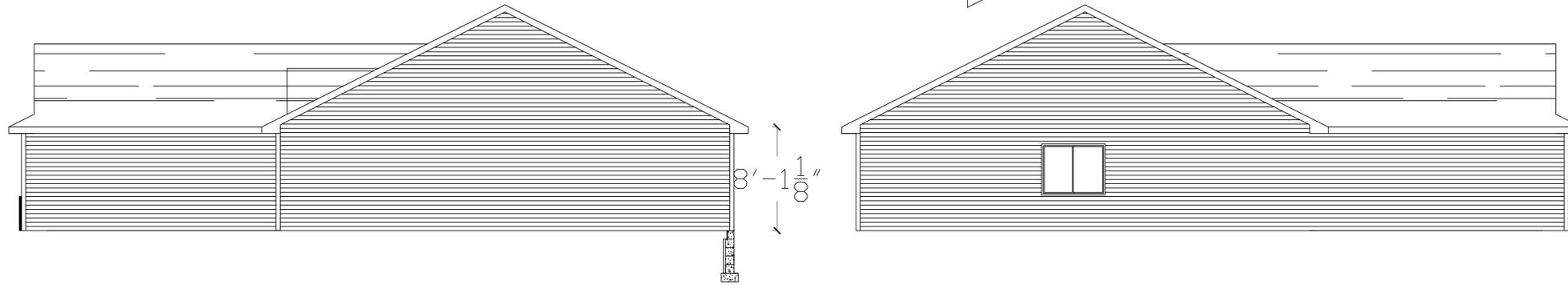
**E. G. RUD & SONS, INC.**  
EST. 1977  
Professional Land Surveyors  
990 5th Ave SE, Suite 2  
Hutchinson, MN 55350  
Tel. (320) 587-2025  
www.egrud.com

General Notes

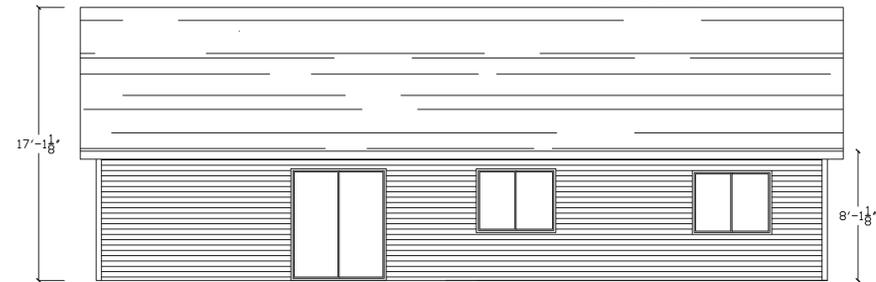
All Roof Lines 6/12



12  
6



All Roof Lines 6/12



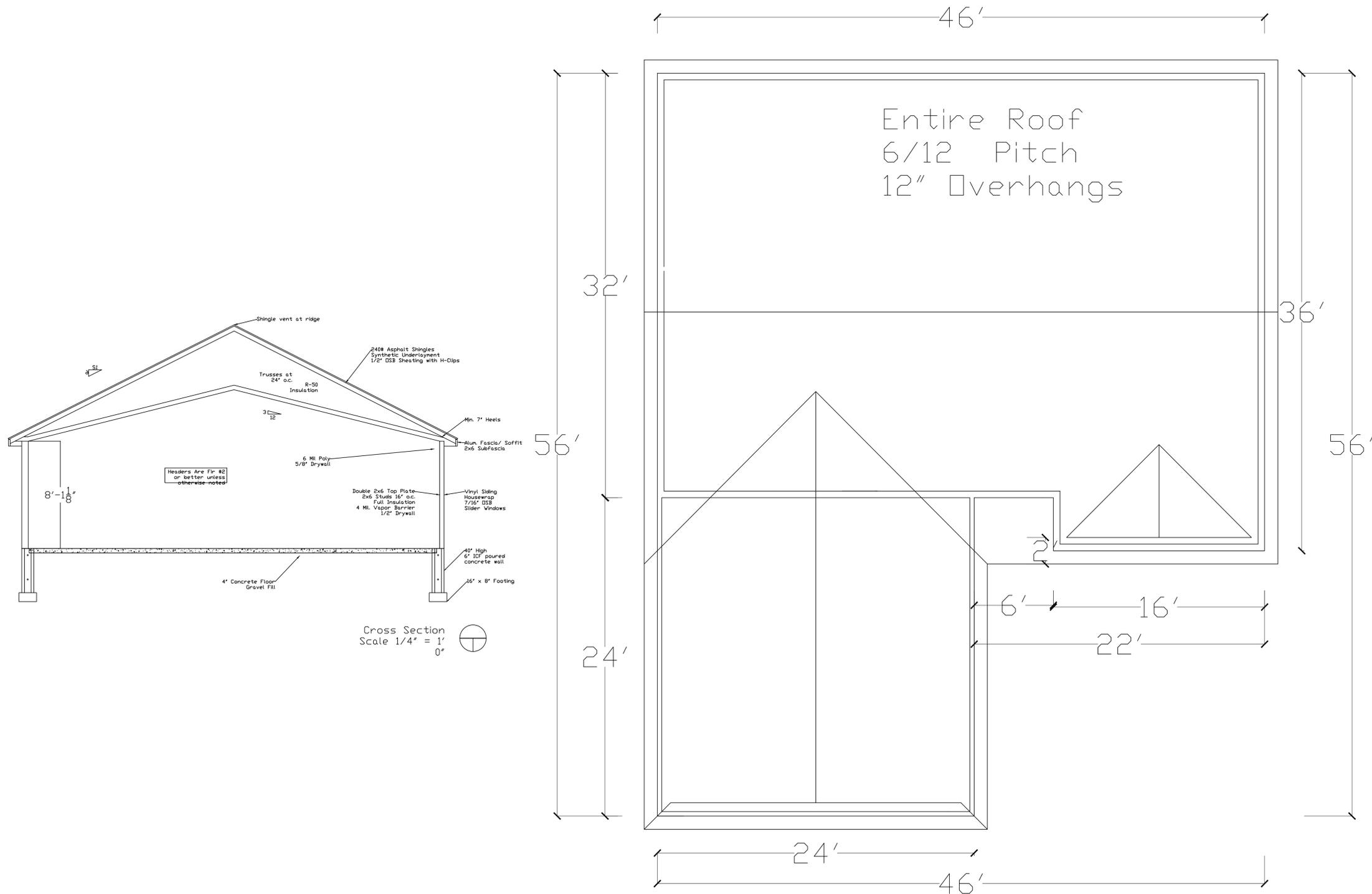
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |

Firm Name and Address

Project Name and Address  
2025 The Spruce  
Elevation E  
Left Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>1 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



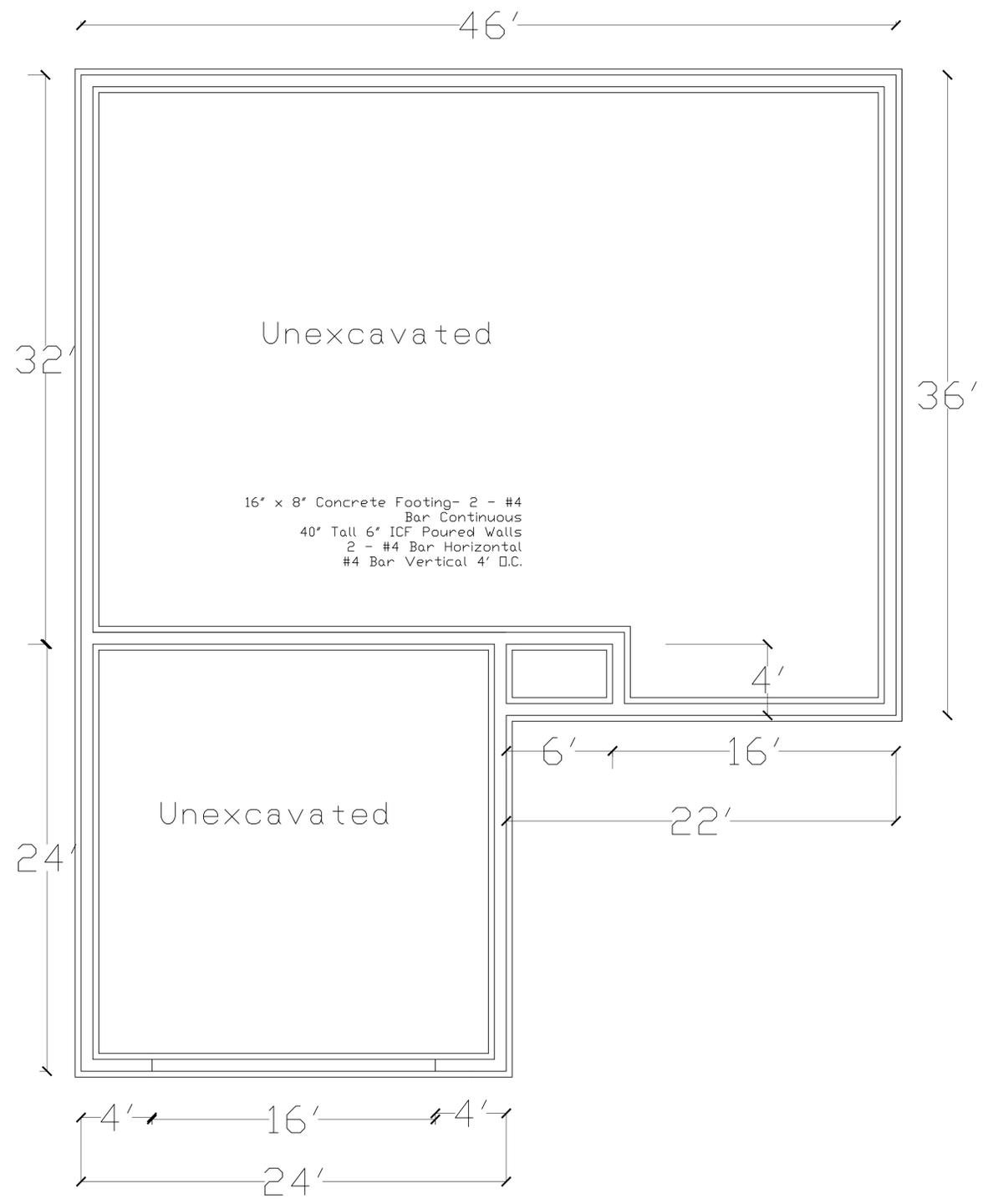


| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
2025 The Spruce  
Elevation E  
Left Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



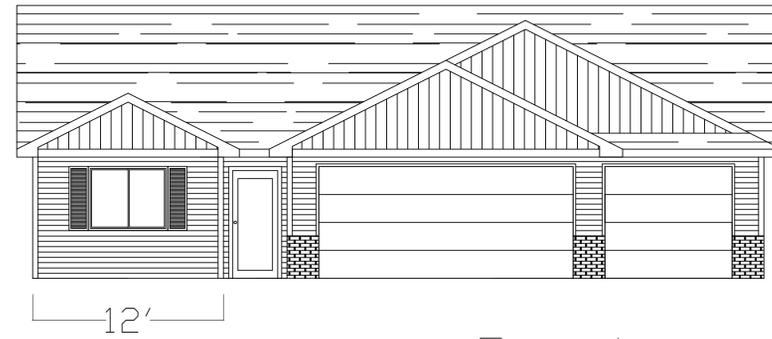
General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |

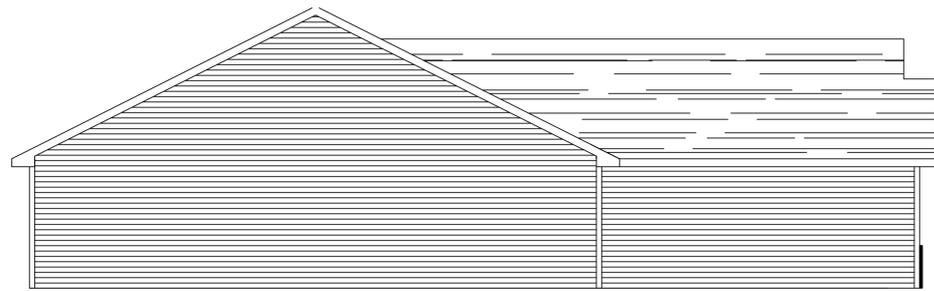
Firm Name and Address

Project Name and Address  
2025 The Spruce  
Elevation E  
Left Hand Garage

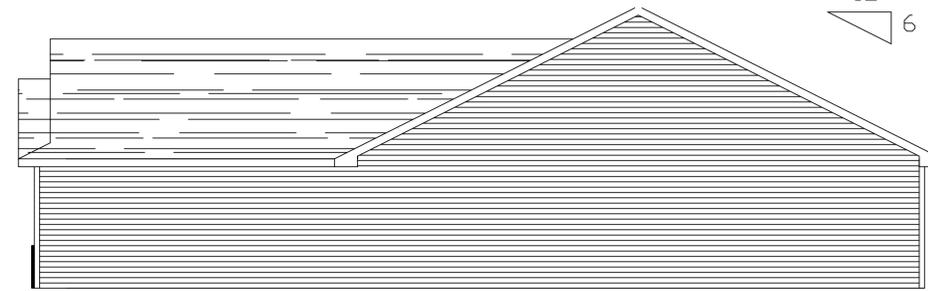
|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>11/11/2025    |            |
| Scale<br>As Noted     |            |



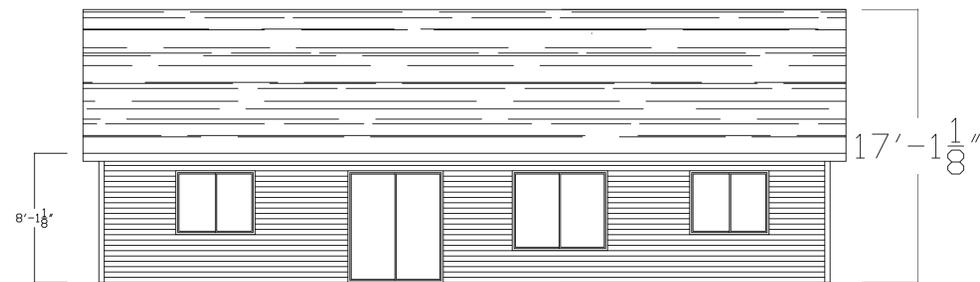
Front  
Elevation



Left Elevation



Right Elevation



Rear  
Elevation

General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address

2025 The Spruce  
Elevation B  
Right Hand Garage

Project  
Spec House

Date  
3-15-23

Scale  
As Noted

Sheet

1



General Notes

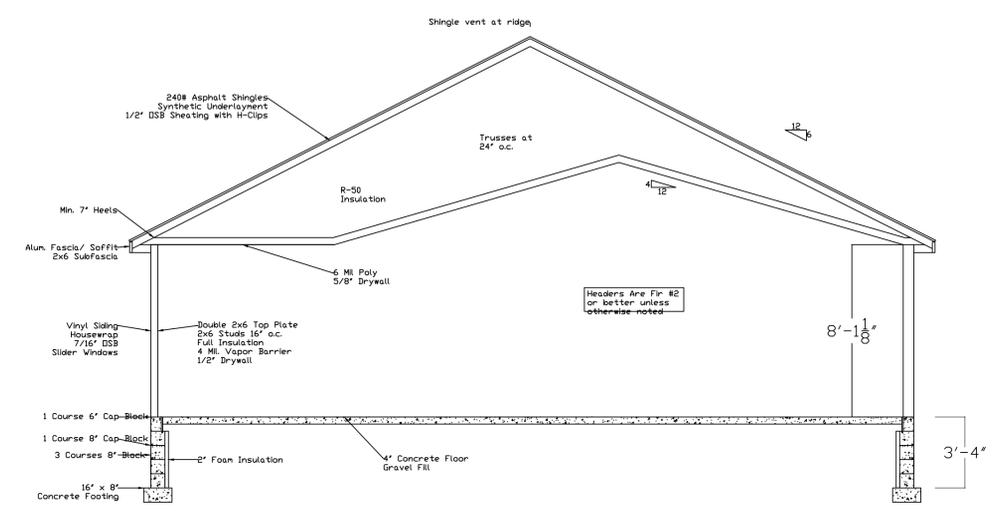
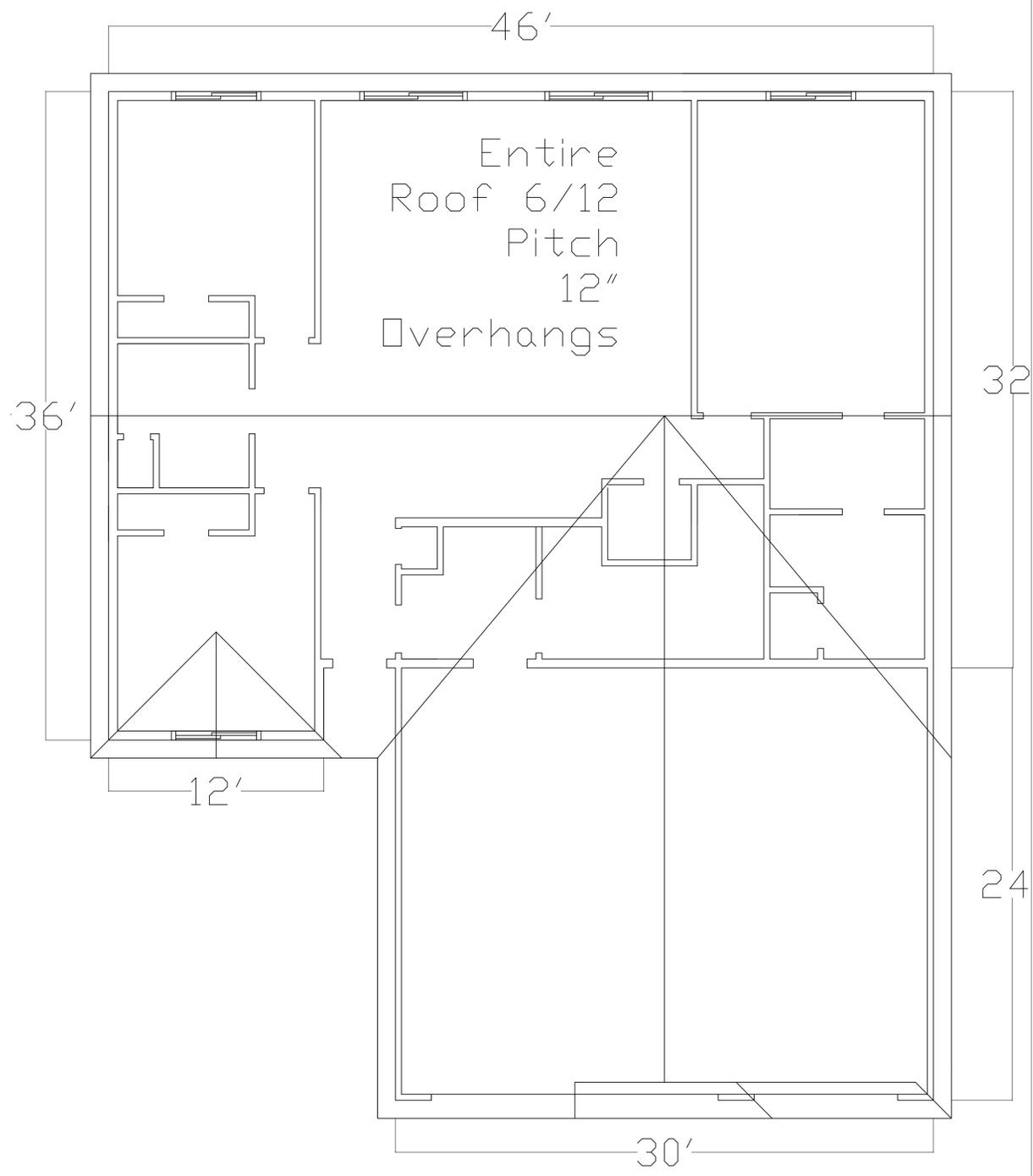
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

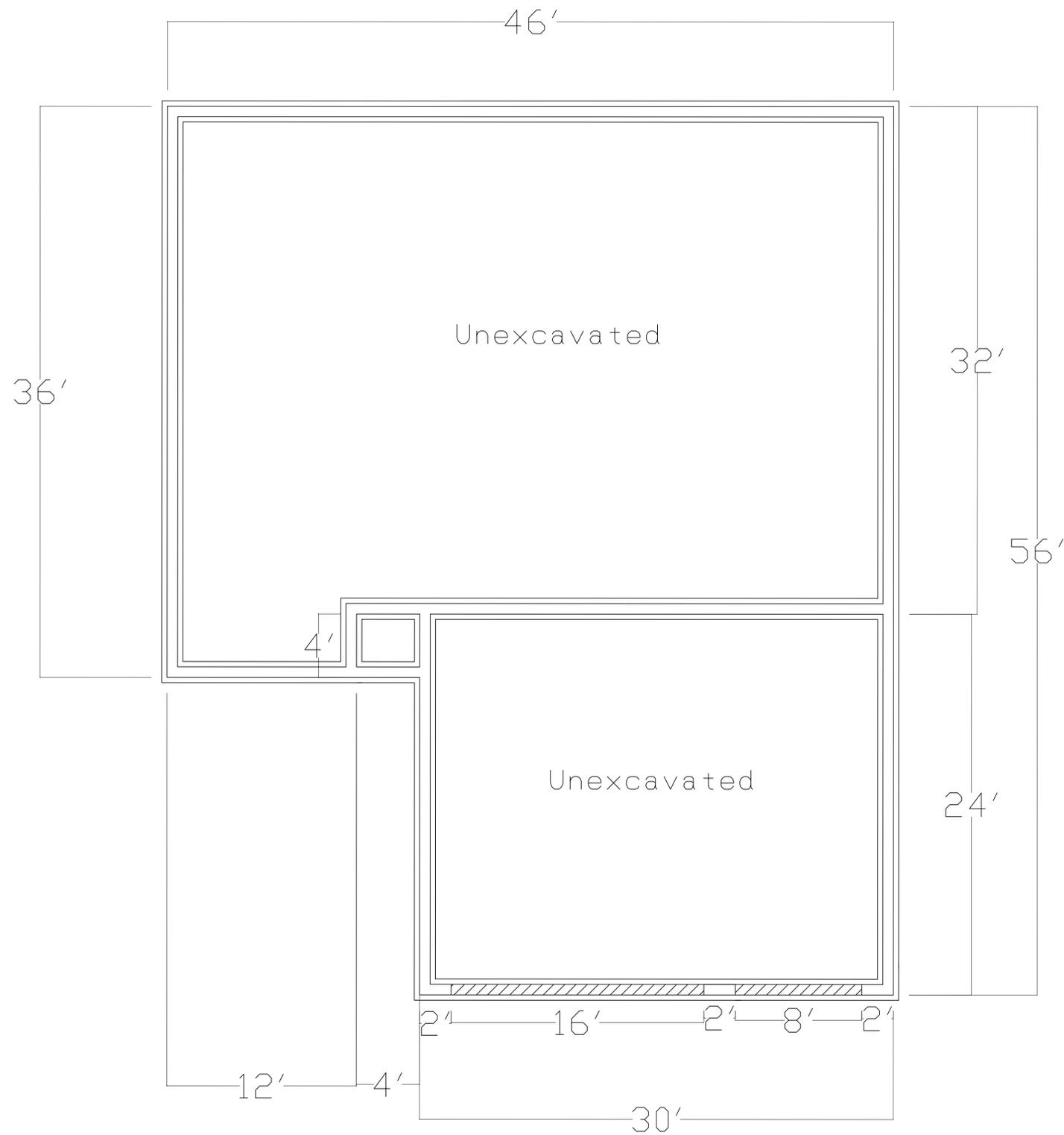
|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>3-15-23       | 3          |
| Scale<br>As Noted     |            |

Entire  
 Roof 6/12  
 Pitch  
 12"  
 Overhangs



Cross Section  
 Scale 1/4" = 1'  
 0"

Headers Are Fir #2  
 or better unless  
 otherwise noted



General Notes

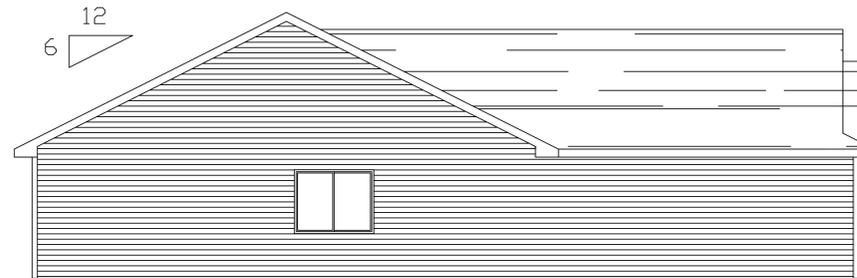
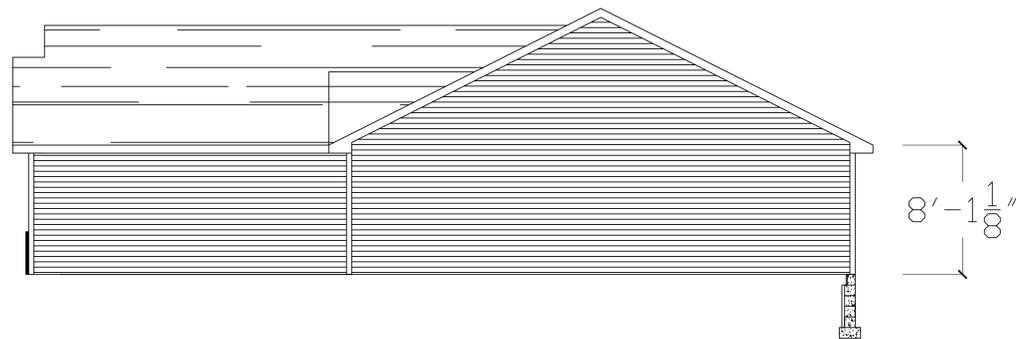
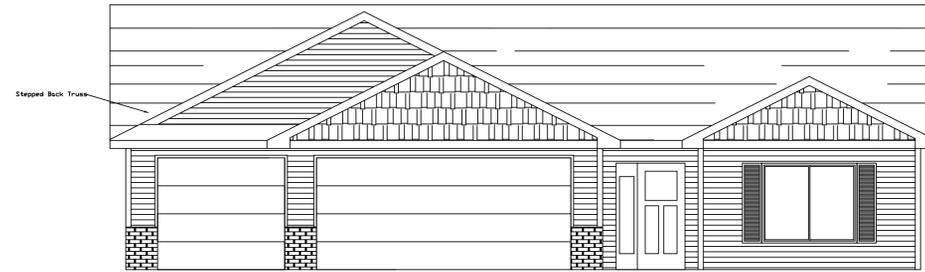
| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |
|     |                |      |

Firm Name and Address

Project Name and Address  
 2025 The Spruce  
 Elevation B  
 Right Hand Garage

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>3-15-23       |            |
| Scale<br>As Noted     |            |

All Roof Lines 6/12



| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

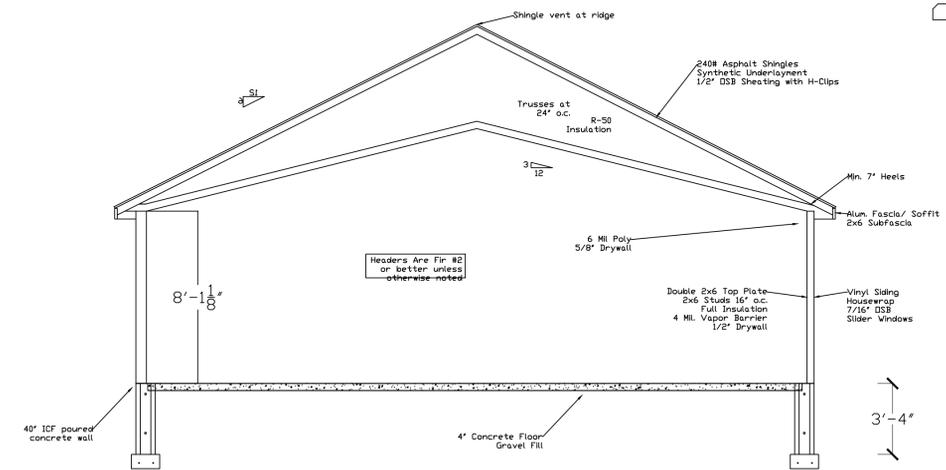
Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>1 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |

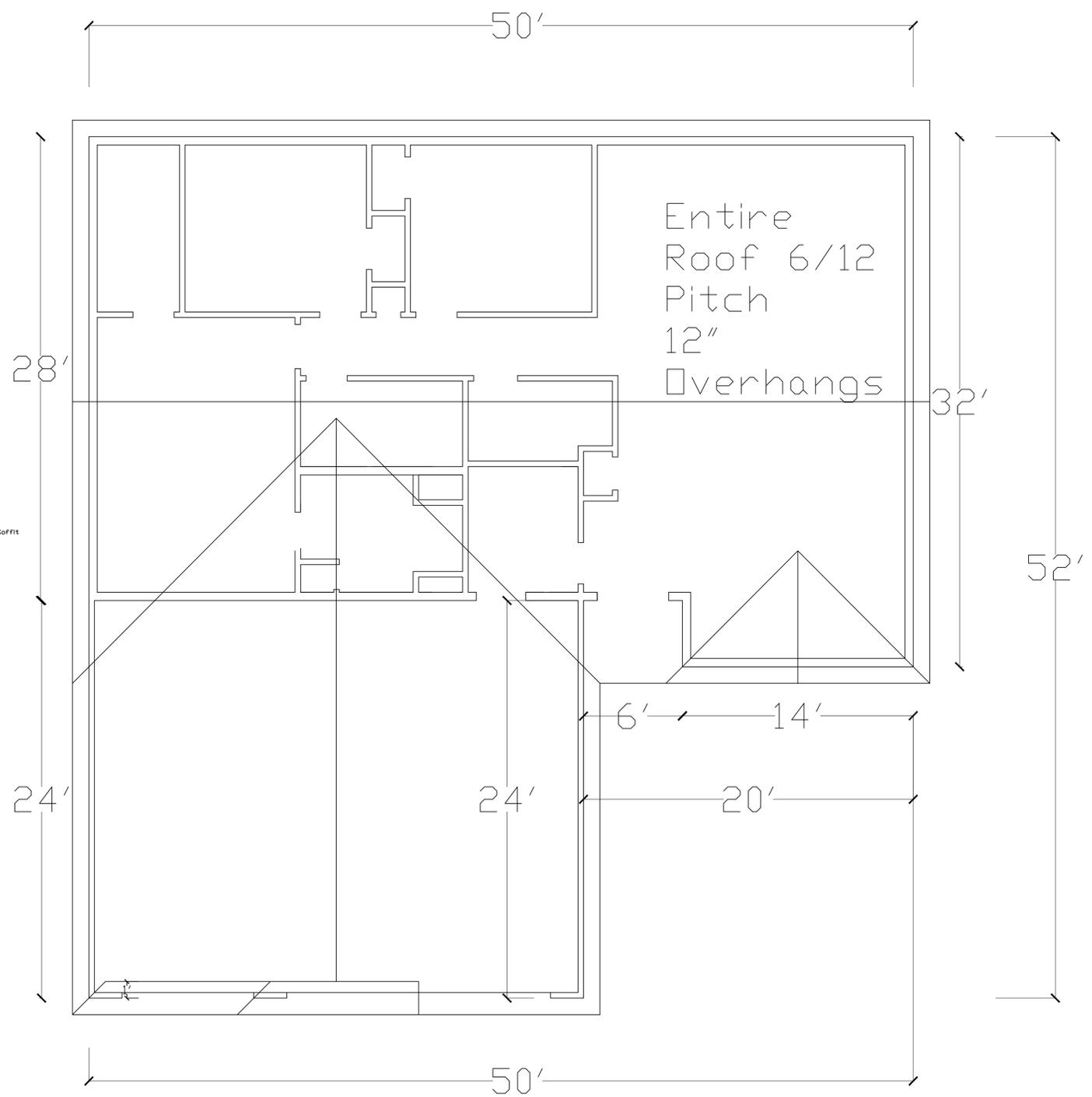


General Notes

Entire  
Roof 6/12  
Pitch  
12"  
Overhangs



Cross Section  
Scale 1/4" = 1'  
0"

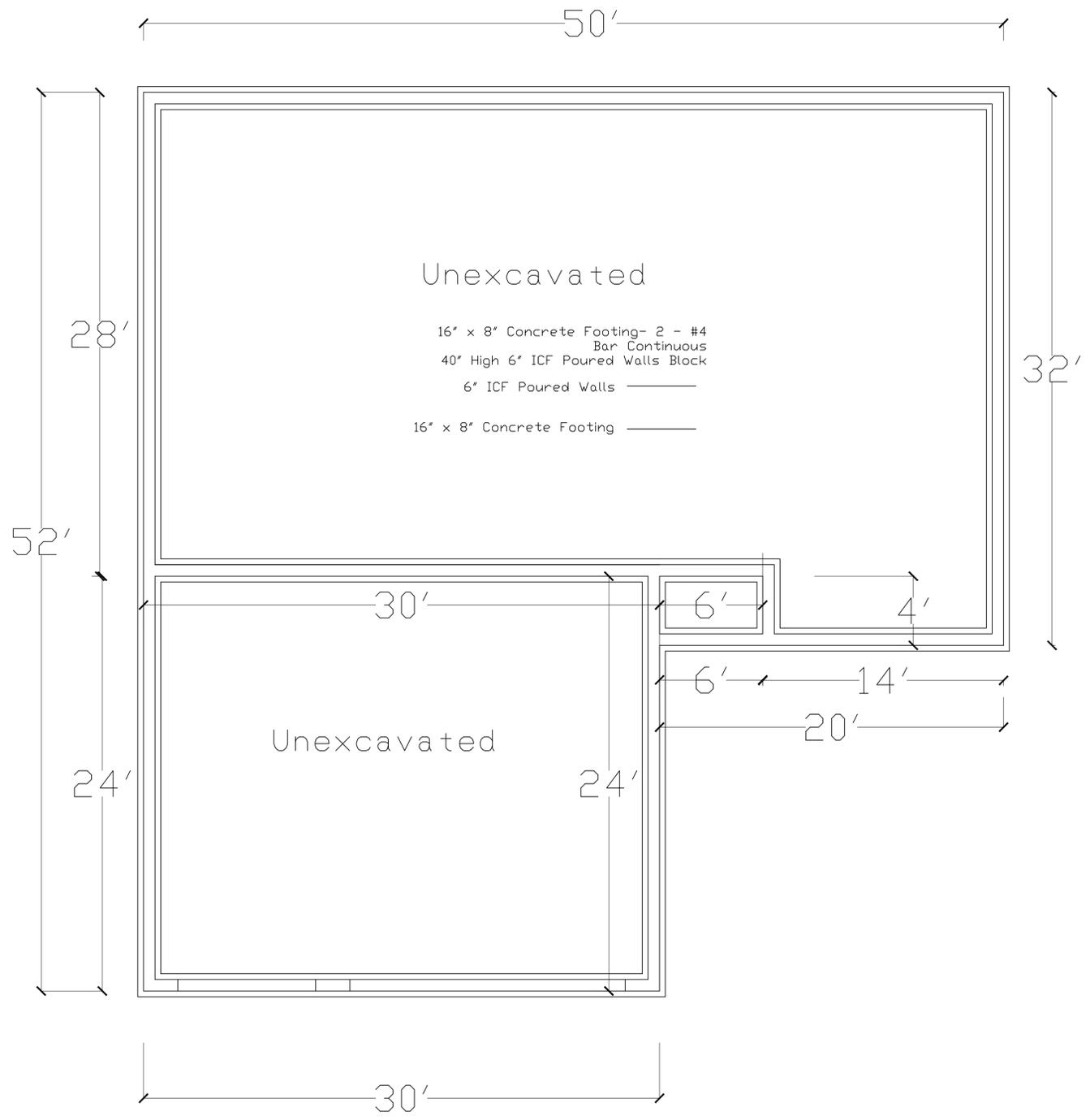


| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>3 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |



General Notes

| No. | Revision/Issue | Date |
|-----|----------------|------|
|     |                |      |

Firm Name and Address

Project Name and Address  
The Fir  
Elevation B  
Left Hand Garage  
2025

|                       |            |
|-----------------------|------------|
| Project<br>Spec House | Sheet<br>4 |
| Date<br>7/8/2025      |            |
| Scale<br>As Noted     |            |



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Lindsey Dhaene, City Clerk  
Joe Roby, City Administrator

SUBJECT: Second and Final Reading, Ordinance 616: Amendments to City of Le Sueur Charter

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider conducting the Second & Final Reading of Ordinance 616, amending the City of Le Sueur Charter Sections 4.00, 4.04, 5.05, 5.11, and 5.14.

**SUMMARY**

At its September 15<sup>th</sup>, 2025 meeting, the Le Sueur Charter Commission considered a recommendation from the League of Minnesota Cities to review the City Charter to ensure compliance with state rules related to election petitions. Specifically, Minnesota Rule 8205.1010 requires that all petitions for elections in the state include a space for signatories to provide their year of birth. Such petitions must include each signatory's year of birth to confirm that everyone who signs the petition is a qualified voter.

The Commission directed staff to consult with the City Attorney in drafting an ordinance to bring the Charter into compliance. Draft minutes from the Charter Commission meeting are attached to this memo. An ordinance was prepared in consultation from the City Attorney and is presented here in the form of Ordinance 616.

At the November 10<sup>th</sup>, 2025, Regular City Council meeting, City Council approved and waived the first reading of ordinance 616. The Council conducted a Public Hearing related to the ordinance at its December 8, 2025 meeting, and tabled consideration of the Second & Final Reading. The City Attorney has reviewed and presented a final draft of the ordinance for consideration at the February 9<sup>th</sup> meeting.

**ACTION REQUESTED**

City staff recommend City Council conduct or waive the Second & Final Reading of Ordinance 616 as presented.

Alternate Actions:

- No action / Denial: Second Reading of ordinance as presented will not be conducted unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

## ORDINANCE # 616

### AMENDING THE CITY OF LE SUEUR CHARTER SECTIONS 4.00, 4.04, 5.05, 5.11, AND 5.14

WHEREAS, Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Le Sueur convened on September 15<sup>th</sup>, 2025, and at such meeting recommended that the City Council of the City of Le Sueur enact a charter amendment by ordinance pursuant to which Sections 4.00, 4.04, 5.05, 5.11, and 5.14 of the City of Le Sueur Charter be amended to bring the Charter's requirements for petitions for initiative, referendum and recall into compliance with regulations established by the Minnesota Secretary of State's Office; and

WHEREAS, Minnesota Rules 8205.1010 & 8205.2000 require petitions to be prepared in a certain form, containing language that the City of Le Sueur Charter does not require for petitions and/or contradicts the language of Minnesota Rules 8205.1010 & 8205.2000; and

WHEREAS, the City Council of the City of Le Sueur received the above-mentioned recommendation of the Charter Commission when it received the draft minutes of the Charter Commission's September 15<sup>th</sup>, 2025 meeting at the City Council's November 10<sup>th</sup>, 2025 regular meeting.

NOW THEREFORE, THE LE SUEUR CITY COUNCIL DOES ORDAIN:

**Section 1. Charter Amended.** That Chapter 4 of the City of Le Sueur Charter is hereby amended to add a new Section 4.00, which shall read as follows:

#### SEC. 4.00. FORMS OF PETITIONS

The City of Le Sueur Charter requires the use of petitions for any election in this city, including nominating petitions, initiative petitions, referendum petitions, and recall petitions. Petitions must be prepared in accordance with Minnesota Rules, Parts 8205.1010 through 8205.1040, including the following requirements:

- a. A petition must be prepared on paper no larger than 8-1/2 inches wide and 14 inches long. The signer's oath and the signature lines must be on the same side of the paper.
- b. The language on the petition must be printed in no smaller than 10-point type
- c. Each petition page must have a short title describing the purpose of the petition.
- d. Each petition page must have a statement summarizing the purpose of the petition.
- e. If the purpose of the petition is to put a question on the ballot, each petition page may have a statement of 75 words or less summarizing the ballot question.
- f. Each petition page must have a signer's oath in no smaller than 12-point bold type. If the form of the signer's oath is not specified by statute, the following oath must be used: "I

swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”

- g. Each petition page must include the following statement immediately above the signature lines: “All information must be filled in by the person(s) signing the petition unless disability prevents the person(s) from doing so.”
- h. Each petition page must have no more than ten signature lines. The signature lines must be consecutively numbered. Each signature line must have space for the date of signature; a signature; and each signatory’s year of birth; printed first, middle, and last name; and residence address, municipality, and county.
- i. Each petition page must include the following statement: “All information on this petition is subject to public inspection.”

Recall petitions must be prepared in accordance with the additional requirements set forth in Section 5.14.

**Section 2. Charter Amended.** That Section 4.04 of the Le Sueur City Charter is hereby deleted in its entirety and replaced with the following:

#### SEC. 4.04 NOMINATION PETITIONS

A Nomination Petition shall comply with the applicable requirements set forth in section 4.0. The form of such petition shall be substantially as follows:

#### “PROPOSED NOMINATION PETITION”

We, the undersigned electors of the City of Le Sueur, hereby nominate \_\_\_\_\_, whose residence is \_\_\_\_\_, for the office of \_\_\_\_\_ to be voted for at the election to be held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_; and we individually certify that we are qualified electors and that we have not signed more nomination petitions of candidates for this office than there are persons to be elected thereto.

*[Remainder of page intentionally left blank]*

**SIGNER’S OATH**

**“I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”**

**ALL INFORMATION MUST BE FILLED IN BY PERSON(S) SIGNING THE PETITION UNLESS DISABILITY PREVENTS THE PERSON(S) FROM DOING SO**

|     | DATE | PRINT FIRST, MIDDLE, AND LAST NAME | YEAR OF BIRTH | SIGNATURE | RESIDENCE ADDRESS (NO P.O. BOXES) | CITY | COUNTY |
|-----|------|------------------------------------|---------------|-----------|-----------------------------------|------|--------|
| 1.  |      |                                    |               |           |                                   |      |        |
| 2.  |      |                                    |               |           |                                   |      |        |
| 3.  |      |                                    |               |           |                                   |      |        |
| 4.  |      |                                    |               |           |                                   |      |        |
| 5.  |      |                                    |               |           |                                   |      |        |
| 6.  |      |                                    |               |           |                                   |      |        |
| 7.  |      |                                    |               |           |                                   |      |        |
| 8.  |      |                                    |               |           |                                   |      |        |
| 9.  |      |                                    |               |           |                                   |      |        |
| 10. |      |                                    |               |           |                                   |      |        |

**ALL INFORMATION ON THIS PETITION IS SUBJECT TO PUBLIC INSPECTION**

**Section 3. Charter Amended.** That Section 5.05 of the Le Sueur City Charter is hereby deleted in its entirety and replaced with the following:

**SEC. 5.05 FORM OF PETITION AND OF SIGNATURE PAPERS.**

An Initiative Petition shall comply with the applicable requirements set forth in Section 4.0 and shall consist of the ordinance, together with all the signature papers and affidavits thereto attached. Such petition requires signatures of at least fifteen percent of the total number of votes cast in the municipality at the last preceding presidential year general election. The form of such petition shall be substantially as follows:

*[Remainder of page intentionally left blank]*

“PROPOSED INITIATIVE PETITION”

We, the undersigned electors of the City of Le Sueur, hereby request:

---

---

---

**SIGNER’S OATH**

**“I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”**

**ALL INFORMATION MUST BE FILLED IN BY PERSON(S) SIGNING THE PETITION UNLESS DISABILITY PREVENTS THE PERSON(S) FROM DOING SO**

|     | DATE | PRINT<br>FIRST,<br>MIDDLE,<br>AND LAST<br>NAME | YEAR<br>OF<br>BIRTH | SIGNATURE | RESIDENCE<br>ADDRESS<br>(NO P.O.<br>BOXES) | CITY | COUNTY |
|-----|------|--|---------------------|-----------|--|------|--------|
| 1.  |      |  |                     |           |  |      |        |
| 2.  |      |  |                     |           |  |      |        |
| 3.  |      |  |                     |           |  |      |        |
| 4.  |      |  |                     |           |  |      |        |
| 5.  |      |  |                     |           |  |      |        |
| 6.  |      |  |                     |           |  |      |        |
| 7.  |      |  |                     |           |  |      |        |
| 8.  |      |  |                     |           |  |      |        |
| 9.  |      |  |                     |           |  |      |        |
| 10. |      |  |                     |           |  |      |        |

**ALL INFORMATION ON THIS PETITION IS SUBJECT TO PUBLIC INSPECTION**

**Section 4. Charter Amended.** That Section 5.11 of the Le Sueur City Charter is hereby deleted in its entirety and replaced with the following:

**SEC. 5.11 REFERENDUM PETITIONS.**

A Referendum Petition shall comply with the applicable requirements set forth in section 4.0 and shall consist of the referendum, together with all the signature papers and affidavits thereto attached. Such petition requires signatures of at least fifteen percent of the total number of votes cast in the municipality at the last preceding presidential year general election. The form of such petition shall be substantially as follows:

**“PROPOSED REFERENDUM PETITION”**

We, the undersigned electors of the City of Le Sueur, hereby request:

---



---

**SIGNER’S OATH**

**“I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”**

**ALL INFORMATION MUST BE FILLED IN BY PERSON(S) SIGNING THE PETITION UNLESS DISABILITY PREVENTS THE PERSON(S) FROM DOING SO**

|     | DATE | PRINT FIRST, MIDDLE, AND LAST NAME | YEAR OF BIRTH | SIGNATURE | RESIDENCE ADDRESS (NO P.O. BOXES) | CITY | COUNTY |
|-----|------|------------------------------------|---------------|-----------|-----------------------------------|------|--------|
| 1.  |      |                                    |               |           |                                   |      |        |
| 2.  |      |                                    |               |           |                                   |      |        |
| 3.  |      |                                    |               |           |                                   |      |        |
| 4.  |      |                                    |               |           |                                   |      |        |
| 5.  |      |                                    |               |           |                                   |      |        |
| 6.  |      |                                    |               |           |                                   |      |        |
| 7.  |      |                                    |               |           |                                   |      |        |
| 8.  |      |                                    |               |           |                                   |      |        |
| 9.  |      |                                    |               |           |                                   |      |        |
| 10. |      |                                    |               |           |                                   |      |        |

**ALL INFORMATION ON THIS PETITION IS SUBJECT TO PUBLIC INSPECTION**

**Section 5. Charter Amended.** That Section 5.14 of the Le Sueur City Charter is hereby deleted in its entirety and replaced with the following:

SEC. 5.14 RECALL PETITIONS.

A Recall Petition shall comply with the applicable requirements set forth in Section 4.0 and the following additional requirements pursuant to Minnesota Rules, Part 8205.2000 and Minnesota Statutes, Section 211C.03:

- a. The words "PROPOSED RECALL PETITION" must be printed at the top of each page of the petition.
- b. The name and office held by the City officer who is the subject of the recall petition and.
- c. The specific grounds upon which the City officer is sought to be recalled and a concise, accurate, and complete synopsis of the specific facts that are alleged to warrant recall on those grounds;
- d. A statement that a recall election, if conducted, will be conducted at public expense.
- e. A statement that persons signing the petition:
  1. Must be eligible voters residing within the City; and
  2. Must know the purpose and content of the petition; and
  3. Must sign of their own free will and may sign only once.
- f. A space for the signature and signature date; printed first, middle, and last name; residence address, including municipality and county; and date of birth of each signer.
- g. An oath in the following form: "I solemnly swear (or affirm) that I am an eligible voter residing in the City; I know the purpose and content of the petition; and I signed the petition only once and of my own free will."

The form of such petition shall be substantially as follows:

*[Remainder of page intentionally left blank]*

**“PROPOSED RECALL PETITION”**

We, the undersigned electors of the City of Le Sueur, hereby request:

---

---

---

**SIGNER’S OATH**

**“I solemnly swear (or affirm) that I am an eligible voter residing in the City; I know the purpose and content of the petition; and I signed the petition only once and of my own free will.”**

**ALL INFORMATION MUST BE FILLED IN BY PERSON(S) SIGNING THE PETITION UNLESS DISABILITY PREVENTS THE PERSON(S) FROM DOING SO**

|     | DATE | PRINT<br>FIRST,<br>MIDDLE,<br>AND LAST<br>NAME | YEAR<br>OF<br>BIRTH | SIGNATURE | RESIDENCE<br>ADDRESS<br>(NO P.O.<br>BOXES) | CITY | COUNTY |
|-----|------|--|---------------------|-----------|--|------|--------|
| 1.  |      |  |                     |           |  |      |        |
| 2.  |      |  |                     |           |  |      |        |
| 3.  |      |  |                     |           |  |      |        |
| 4.  |      |  |                     |           |  |      |        |
| 5.  |      |  |                     |           |  |      |        |
| 6.  |      |  |                     |           |  |      |        |
| 7.  |      |  |                     |           |  |      |        |
| 8.  |      |  |                     |           |  |      |        |
| 9.  |      |  |                     |           |  |      |        |
| 10. |      |  |                     |           |  |      |        |

**ALL INFORMATION ON THIS PETITION IS SUBJECT TO PUBLIC INSPECTION  
A REMOVAL ELECTION, IF CONDUCTED, WILL BE CONDUCTED AT  
PUBLIC EXPENSE**

**Section 6. Effective Date.** Pursuant to Minn. Stat. § 410.12, subd. 7, this ordinance shall be effective 90 days after its adoption and publication.

ADOPTED by the City Council of the City of Le Sueur, Minnesota this 9<sup>th</sup> day of February 2026.

ATTEST:

---

Shawn Kirby  
Mayor

---

Lindsey Dhaene  
City Clerk



LE SUEUR CITY CHARTER COMMISSION  
MEETING MINUTES  
Monday, September 15, 2025, 6:00p  
City Council Chambers  
203 South Second Street, Le Sueur, Minnesota

A meeting of the Charter Commission was held on Monday, September 15, 2025, at 6:00p at the Le Sueur City Council Chambers.

Members Present: Robert Broeder (Chair), Jack Roberts, Dean Williams, Wendy Smith

Members Absent: Julie Boyland, Ruth Vortherms

Staff: Joe Roby, City Administrator

1. Chair Broeder called the meeting to order at 6:03p.
2. A motion by Williams, seconded by Roberts, to approve the agenda as presented. Voting in favor: Broeder, Roberts, Williams, Smith. Voting against: n/a. Motion carried.
3. A motion by Roberts, seconded by Broeder, to approve the minutes from the September 16, 2024 meeting. Voting in favor: Broeder, Roberts, Williams, Smith. Voting against: n/a. Motion carried.
4. Annual Le Sueur City Charter Overview:
  - a. Items to Address
    1. Chapter 4 & Chapter 5: Election Petition Forms
      - i. Administrator Roby provided information on recommendations from the League of Minnesota Cities regarding Minnesota Rule 8205.1010 as currently adopted. The rule requires all election petitions to include a field for each petition signatory's year of birth. The City Charter includes petition forms for nominations and recalls, and neither petition form contains the required form fields per Rule 8205.1010. Staff recommend drafting an ordinance to amend the election petition forms in City Charter in order to comply with state law.

A motion by Roberts, seconded by Williams, to direct City staff to draft an ordinance amending the City Charter as necessary to ensure all election-related petition forms comply with state law, using the League of Minnesota Cities' model petition form as the standard.

Voting in favor: Broeder, Roberts, Williams, Smith. Voting against: n/a. Motion carried.
  - b. Items to Research
    1. No other concerns with City Charter at this time. Staff will continue to evaluate and bring forth items to Commission on ad hoc basis.



**LE SUEUR CITY CHARTER COMMISSION  
MEETING MINUTES  
Monday, September 15, 2025, 6:00p  
City Council Chambers  
203 South Second Street, Le Sueur, Minnesota**

- c. Next Meeting Date
1. Next scheduled meeting of the Commission shall be Monday, September 21<sup>st</sup>, 2026 at 6:00p.
5. A motion by Roberts, seconded by Williams, to adjourn the meeting. Voting in favor: Broeder, Roberts, Williams, Smith. Voting against: n/a. Motion carried. Meeting adjourned at 6:17p.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J Roby". The signature is written in a cursive style with a large, looped initial "J".

Joe Roby  
City Administrator



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Lindsey Dhaene, City Clerk

SUBJECT: Resolution R2026-004: Summary Publication of Ordinance 616

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider approving a summary publication of Ordinance 616.

**SUMMARY**

At its February 9, 2026 meeting, the City Council is being asked to consider the Second & Final Reading of Ordinance 616. Should the ordinance be passed, the City is required to publish the ordinance in its entirety, or a summary of the ordinance, in the official City newspaper. Where practical, it is recommended by staff to publish a summary of the ordinance. The full ordinance is available to the public at City Hall and, once published, online.

**ACTION REQUESTED**

Staff recommend City Council adopt Resolution R2026-004, approving a summary publication of Ordinance 616.

Alternate Actions:

- No action / Denial: Summary publication of Ordinance 616 will not be approved, and the entirety of the ordinance shall instead be published, unless otherwise advised by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION **R2026-004**

APPROVING A SUMMARY PUBLICATION FOR ORDINANCE NO. 616 AMENDING THE CITY OF LE SUEUR CHARTER SECTIONS 4.00, 4.04, 5.05, 5.11, AND 5.14

WHEREAS, the City of Le Sueur (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

WHEREAS, on February 9, 2026, the City Council approved Ordinance No. 616; and

WHEREAS, pursuant to Minnesota Statutes 412.191, Subd. 4, the City Council finds that the summary below clearly informs the public of the intent and effect of Ordinance No. 616; and

WHEREAS, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT the following summary of Ordinance No. 616 is approved for publication:

CITY OF LE SUEUR, MINNESOTA  
ORDINANCE NO. 616

Section 1. Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Le Sueur convened on September 15<sup>th</sup>, 2025, and at such meeting recommended that the City Council of the City of Le Sueur enact a charter amendment by ordinance pursuant to which Sections 4.00, 4.04, 5.05, 5.11, and 5.14 of the City of Le Sueur Charter be amended to bring the Charter’s requirements for petitions for initiative, referendum and recall into compliance with regulations established by the Minnesota Secretary of State’s Office. Ordinance 616 thus amends the Charter to achieve compliance with State of Minnesota petition requirements.

Section 2. A copy of this Ordinance shall be kept on file and is available for review during regular office hours in the office of the City Clerk.

Section 3. This ordinance shall be effective upon publication in the official newspaper of the City.

ADOPTED by the City Council of the City of Le Sueur, Minnesota this 9<sup>th</sup> day of February 2026.

ATTEST

\_\_\_\_\_  
Shawn Kirby, Mayor

\_\_\_\_\_  
Lindsey Dhaene, City Clerk

VOTE: \_\_\_HUNTINGTON \_\_\_KIRBY \_\_\_SCHLUETER  
\_\_\_SULLIVAN \_\_\_SMITH \_\_\_NELSON \_\_\_WILLIAMS



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator

SUBJECT: Resolution R2026-012: Airport Land Acquisition

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider adopting a resolution approving the execution of a purchase agreement for property adjacent to the Le Sueur Municipal Airport.

**SUMMARY**

In the interest of future expansion at the Le Sueur Municipal Airport, with particular focus on a runway taxiway extension and security of the Building Restriction Line (BRL) adjacent to the airport, City staff, at the guidance of the Airport Commission and City Council, began negotiating terms of a purchase agreement with Scott Churchill for the acquisition of approximately 19.31 acres of vacant land.

City Council budgeted CIP funds for the City's anticipated share of the acquisition in 2023, and the City has now received final approval of grant submission from the FAA and MnDOT to make the acquisition. Total local share of the acquisition is estimated at \$6,287.50, with the FAA and MnDOT covering \$245,212.50.

A summary of the property to be acquired, along with the purchase agreement, is attached to this memo, accompanying Resolution R2026-012, which authorizes the execution of the purchase agreement.

**ACTION REQUESTED**

Staff recommend City Council adopt Resolution R2026-012 as presented.

Alternate Actions:

- No action / Denial: Purchase agreement will not be executed as presented unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION **R2026-012**

APPROVAL OF ACQUISITION OF LAND ADJACENT TO THE LE SUEUR MUNICIPAL  
AIRPORT

WHEREAS, Section 9.01 of the Le Sueur City Charter authorizes the City Council to acquire any property by purchase, gift, devise, or condemnation for public purpose or use; and

WHEREAS, the Airport Commission and City Council recognize the importance of future expansion at, and projects involving, the Le Sueur Municipal Airport, which is owned and operated by the City of Le Sueur; and

WHEREAS, the City has been presented with a proposal for the City to acquire approximately 19.31 acres of property within the Le Sueur municipal boundaries adjacent to the Le Sueur Municipal Airport (“Property”), consisting of:

PID 21.002.6010 (approximately 5.71 acres)  
PID 21.002.6000 (approximately 9.34 acres)  
PID 21.011.3200 (approximately 4.26 acres); and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired until after the Planning Commission has reviewed the proposed acquisition and reported in writing to the City Council its findings as to compliance of the proposed acquisition with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the City Council may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in its judgment it finds that the acquisition of real property has no relationship to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The City Council hereby finds that the proposed acquisition of the Property has no relationship to the City's Comprehensive Plan, and therefore review of the proposed sale by the Le Sueur Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute.

BE IT FURTHER RESOLVED THAT:

2. The City Council hereby approves the acquisition of the Property, described in the attached Purchase Agreement, by the City.

BE IT FURTHER RESOLVED THAT:

3. The City Council hereby approves the attached Purchase Agreement as to form and authorizes and directs the Mayor and City Administrator or their assigns to execute the purchase agreement substantially in the form hereby approved, allowing any necessary changes to the attached documents prior to execution thereof, and such other documents as are necessary to close on the sale of the Property by the Seller to the City, and that City, following closing, shall record the requisite instruments of sale, as applicable, in the Office of the Le Sueur County Recorder.

PASSED by the City Council of the City of Le Sueur on this 9<sup>th</sup> day of February 2026.

ATTEST

\_\_\_\_\_  
Shawn Kirby, Mayor

\_\_\_\_\_  
Lindsey Dhaene, City Clerk

VOTE: \_\_\_ HUNTINGTON \_\_\_ KIRBY \_\_\_ SCHLUETER  
\_\_\_ SULLIVAN \_\_\_ NELSON \_\_\_ SMITH \_\_\_ WILLIAMS

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (“Agreement”) is made as of 23 day of October, 2024, between Scott W. Churchill and Dianne L. Churchill (collectively “Seller”); and the City of Le Sueur, a Minnesota municipal corporation, Peck Street, Le Sueur, Minnesota 56058, its successors and/or assigns (“Buyer” and occasionally the “City”); (collectively Buyer and Seller are the “Parties”).

WHEREAS, the Buyer, as the airport sponsor of the Le Sueur Municipal Airport, is engaged in an airport improvement project that includes the construction and installation of a new full-length taxiway parallel to the airport main runway (the “Project”); and

WHEREAS, the Project is for a public purpose, intended to enhance and expand the operational capacity and safety of the Le Sueur Municipal Airport, thereby serving the community and fulfilling the City’s governmental functions as the airport sponsor; and

WHEREAS, the City has identified the real property described herein (the “Property”) as necessary for the Project’s completion; and

WHEREAS, the Seller, has agreed to sell and convey the Property to the City pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property (collectively, the “Property”):
  - a. **Real Property.** The real property in the City of Le Sueur, Le Sueur County, Minnesota, consisting of a 9.34 acre portion of Parcel I.D. No. 21.002.6000 and the entirety of Parcel I.D. No. 21.011.3200 comprising approximately 4.26 acres, together totaling approximately 13.6 acres as legally described on the attached Exhibit A, (collectively the “Land”), together with all easements and rights benefiting or appurtenant to the Land and Improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the “Real Property”).
  - b. **Donation Land.** In addition to the sale of the Land and Real Property, Seller agrees to donate Parcel I.D. No. 21.002.6010, comprising approximately 5.71 acres as shown on the attached Exhibit B, (the “Donation Land”) together with all easements and rights benefiting or appurtenant to the Donation Land and Improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Donation Land to the Buyer.

- c. **Remaining Tract.** The Remaining Tract (the “Remaining Tract”) as shown on the depiction in Exhibit B and legally described in Exhibit C shall not be part of the Property hereby conveyed to Buyer by Seller and shall instead remain in the ownership of the Seller and is not a part of this real estate transaction.
  - d. **Leases.** Seller warrants that any and all leases relating to the Property have been or will be terminated prior to the Closing Date.
  - e. **Permits.** Seller’s interests in any certificates, permits, variances, licenses, and approvals which benefit or relate to the Property and its current use (“Permits”).
  - f. **Warranties.** Seller’s interest in all warranties and guarantees, if any, given to, assigned to or benefiting Seller or the Real Property or the Personal Property, regarding the acquisition, construction, design, use, operation, management or maintenance of the Property (“Warranties”).
  - g. **Plans.** All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Real Property and Personal Property that are in the possession of or readily available to Seller or its agents (the “Plans”).
  - h. **Records.** All records regarding the Real Property and the Personal Property (“Records”) that are in possession of the Seller, or its Seller’s contract manager, except those that are proprietary to Seller or which are normally viewed as confidential.
  - i. **Proceeds.** Seller’s interest in and to any insurance proceeds hereinafter received relating to any of the Property, subject to the provisions of Sections 8 and 9 herein (“Proceeds”).
  - j. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be One Hundred Ninety-Seven Thousand Two Hundred and No/100ths Dollars (\$197,200.00), which shall be paid in cashier’s check, wire transfer, or ACH payment on the Closing Date. The Fair Market Value of the Donation Land being donated from the Seller to the Buyer pursuant to this Agreement is Fourteen Thousand Five Hundred and No/100ths Dollars (\$14,500.00) per acre, for a total value of Eighty Two Thousand Seven Hundred Ninety Five and No/100ths Dollars (\$82,795.00). The Parties agree the Seller’s contribution of the Donation Land qualifies as a charitable contribution for tax deduction purposes under applicable IRS guidelines.
2. The Buyer shall pay One Dollar and other consideration to Seller as Earnest Money commensurate with the Buyer’s execution of this Agreement.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on a date mutually acceptable to Seller and Buyer, but no later

than sixty (60) days after the Inspection/Due Diligence Period described in Section 11 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 6 (the "Closing Date"). The Closing shall take place at the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

- a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):
  - i. Deed. A General Warranty Deed (with a statement regarding any wells on the Property), in a form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances, except the "Permitted Exceptions" determined pursuant to Section 6 hereof.
  - ii. Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no labor or material furnished to the Property for which payment has not been made for which mechanics' liens could be filed; that there are no other unrecorded interests in the Property; and that there are no encroachment or survey issues of which Seller is aware; together with whatever standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 6 of this Agreement.
  - iii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
  - iv. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
  - v. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property as provided herein, if the same is in Seller's possession or control.
  - vi. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents"):

- i. Purchase Price. The Purchase Price, minus the Earnest Money, if any, by check or wire transfer.

4. **CONTINGENCIES.** The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- a. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 6.
- b. The Inspection Period described in Section 11 shall have expired without Buyer's terminating the Purchase Agreement.
- c. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
- d. The Parties understand and agree that the purchase of the Property is contingent upon approval by the City Council of the City of Le Sueur.
- e. If required, prior to the Closing Date, the parcels of real property identified as Parcel I.D. Nos. 21.011.3200 and 21.002.6000 shall be subdivided so as to create two parcels: one comprised of the Real Property as legally described on Exhibit A, and the other comprised of the Remaining Tract as legally described on Exhibit C, as applicable pursuant to City Code requirements and as required by the Buyer. The Seller agrees to act as the applicant and sign the application for purposes of the land subdivision. The Seller agrees to otherwise cooperate with the Buyer regarding such processes as the City may require to accomplish the above-mentioned subdivision. The Seller shall fully cooperate and execute all such additional documents as necessary or required by Buyer to ensure that the transaction herein is completed as provided herein, including but not limited to, that the legal descriptions of the Property are accurate in the Buyer's judgment, and that the legal descriptions, required Deed, and Property parcel identification numbers of the Property to be purchased hereby are identifiable for property tax purposes and in a recordable form acceptable to and which can be recorded by the Office of the Le Sueur County Recorder.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void and the earnest money, if any, returned to the Buyer.

5. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. **Title Insurance and Closing Fee.** Buyer shall be responsible for obtaining a Title Commitment and the cost thereof, and Buyer will pay all premiums required

for the issuance of the Title Policy. Buyer will pay any reasonable and customary closing fee or charge imposed by the Title Company.

- b. **Deed Tax.** Buyer shall pay the state deed tax on the Warranty Deed to be delivered by Seller under this Agreement.
  - c. **Real Estate Taxes and Special Assessments.** General real estate taxes and installments of special assessments payable therewith payable in the year prior to the year of Closing and all prior years will be paid by Seller. Seller shall pay on or before the Closing Date all special assessments that were officially levied or pending as of the date of this Agreement (except installments thereof which are payable along with real estate taxes payable in calendar year 2024 and thereafter). Special assessments levied or which become pending after the date of this Agreement shall be paid by Buyer. General real estate taxes payable in the year of Closing shall be prorated such that Seller shall pay such portion of such taxes attributable to the period beginning on January 1 of the year in which the Closing Date takes place, and continuing through and including the Closing Date and Buyer shall pay such portion of such taxes attributable to the period beginning on the first day after the Closing Date takes place.
  - d. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
  - e. **Other Costs.** All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date. All utilities, if any, shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading, as applicable.
  - f. **Attorneys' Fees.** Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees, court costs and any and all other costs incurred by the non-defaulting party to enforce its rights regarding such default.
6. **TITLE.** Seller shall convey good and marketable title to the Property to the Buyer, free of encumbrances other than easements and restrictions of record, which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided by this Agreement.
- a. **Title Commitment.** Buyer shall at any time during the Inspection Period, obtain at its sole cost and expense, a title commitment ("Title Commitment") covering the Property and binding the title company ("Title Company") to issue at closing

a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the purchase price hereunder. Within thirty (30) days of the effective date of this Agreement, Seller shall deliver to Buyer one or more Abstracts of Title, if the same are in Seller's possession, covering all parcels that make up the Property. Abstracts of Title are not required to be certified to date nor to include searches covering bankruptcies, state and federal judgments, judgment liens, or special assessments, so long as the Title Commitment required above assures good and unfettered title.

- b. **Survey.** Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have the right prior to Closing to obtain a survey of the Property at its cost and expense to ensure that it has an accurate legal description of the Property.
  - c. **Objections.** Within 15 business days after delivery of the Title Commitment to Buyer, Buyer may deliver to Seller such written objections as Buyer may have to anything contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
  - d. **Buyer's Rights if Seller Fails to Cure Objections.** If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy any objection or if, for any reason, Seller is unable to convey title in accordance herewith, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, with or without adjustment in the purchase price, or terminate this Agreement by written notice to Seller, and Seller shall refund to Buyer any Earnest Money paid by Buyer, provided that such termination notice must be delivered on or before the Closing Date.
  - e. **Permitted Exceptions.** The following shall be deemed to be permitted exceptions:
    - i. Building and zoning laws, ordinances, state and federal regulations; and
    - ii. The lien of real property taxes payable in the year of Closing which by the terms of this Agreement are to be paid or assumed by Buyer.
7. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief (Buyer understands that Seller may self-insure fire and other property casualties), provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the

surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

8. **DAMAGE.** If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate. In the event Buyer does not terminate this Agreement during the said fifteen (15) day period, Seller shall have the right, during the succeeding five (5) day period to terminate this Agreement by giving written notice thereof to Buyer. In the event either Buyer or Seller so terminates this Agreement, the Parties will have no further obligations under this Agreement. If neither Buyer nor Seller so elects to terminate despite such damage, or if the Property is damaged but not substantially, at Buyer's election, Seller shall promptly commence to repair such damage or destruction and return the property to its condition prior to such damage and Buyer shall have the right to approve any loss adjustment reached by Seller with the applicable insurance companies, such approval not to be unreasonably withheld or delayed. If Buyer elects to require Seller to repair, such damage shall be completely repaired prior to the Closing Date, then Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; provided, however, Buyer shall have the right to delay the Closing Date until repair is completed. If Seller shall fail to diligently proceed to repair such damage then Buyer shall have the right to require a closing to occur, at Buyer's option, the Seller shall assign to Buyer all right to receive the proceeds of any insurance it may carry relating to such damage and Seller shall pay Buyer an amount equal to the deductible under the applicable policies, and the Purchase Price shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost \$25,000.00 or more to repair or which permits any of the principal tenants of the Property to avoid or cancel their lease.
  
9. **CONDEMNATION.** The Buyer, as the airport sponsor of the Le Sueur Municipal Airport, is acquiring the Property for an airport improvement project and has advised Seller that it will exercise its power of eminent domain to acquire the Property if an agreement for purchase of the Property is not reached voluntarily. Accordingly the Buyer acknowledges that this agreement is entered into by Seller under threat of condemnation. Seller acknowledges that it is entering into this agreement under threat of condemnation but because the compensation provided for herein is fair and just Seller is willing to sell the Property to the City in order that both parties avoid the uncertainty and expense of condemnation proceedings. Seller agrees that the payment provided for herein includes compensation for any damage to or decrease in value of Seller's remaining property, including severance damages, attributable to the project the City plans to undertake on the Property. Seller relinquishes all of its rights of access, light, air and view between the portions of the Property except in those specific locations as may be designated now or in the future by the City. Accordingly, the Parties agree the Seller may utilize the proceeds

from the sale of the Property for a tax-deferred exchange pursuant to 10 U.S.C. § 1033 (the “1033 Exchange”).

10. **SELLER’S WARRANTIES.** As an inducement to Buyer to enter into this Agreement of sale and purchase, Seller hereby represents and warrants to Buyer and agrees as follows:

- a. Neither the execution, delivery nor performance of this Purchase Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected.
- b. The Property and its current use, and the location of any improvements on the Property, are in compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from any municipal or state or federal regulatory bodies or agencies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.
- c. The Buyer owns one or more parcels of real estate immediately adjacent to, and abutting the Property affording access to and from the Property to a public street.
- d. Seller has disclosed and made available to Purchaser all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substances and the Property. The term “Hazardous Substance,” in the singular and plural form, means any “hazardous substance” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et. seq., any substances or materials which are classified or considered to be hazardous, contaminants, toxic or pollutants, or otherwise regulated under the laws of the State in which the Property is located, and crude oil and any fraction thereof, asbestos in any form or condition, and polychlorinated biphenyls in any form or condition, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- e. All permits, licenses, approvals and reports necessary or required for a Party to store, use, generate or dispose of any Hazardous Substances within or on the Property have been obtained or made, are being complied with, and are in full force and effect.
- f. To the best of Seller’s knowledge, no methamphetamine production has occurred on the Property.

- g. Seller is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Law or other law, rule, ordinance, or common law theory.
- h. To the best of Seller's knowledge, (i) there are no past or present investigation, administrative proceedings, litigation, regulatory hearings, claims or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Seller nor any third party has violated any Environmental Law with respect to the Property or Improvements. For purposes of this Agreement, "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, state or federal regulatory agency proceedings or actions, violations, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).
- i. To the best of Seller's knowledge, there are not now, nor have there ever been, any wells, operating or abandoned, located in, on or under the Property. As applicable, Seller will provide a Well Disclosure Statement to accompany this Agreement.
- j. Neither the Seller nor any of its affiliates, nor any person that controls, is controlled by, or is under common control with Seller, is on the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor is Seller acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.
- k. There are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of

the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.

- l. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.
- m. Seller has paid for, or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property.
- n. There exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. With the exception of the Buyer's airport improvement project related to the Property, there is otherwise no condemnation proceeding contemplated or pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.
- o. Seller is the owner of all, and there exists no lien, encumbrance or adverse claim with respect to, any of the items of Personal Property, and all equipment and capital leases for fixtures or equipment essential to operation of the Property have been disclosed in writing to Buyer.
- p. There are no service, maintenance or other contracts or equipment leases relating to the Property other than those which can and, at Buyer's option, will be cancelled on or before the Closing Date; and Seller has disclosed in writing to Buyer all such contracts and equipment leases, if any.
- q. Seller will terminate all leases with respect to the Property prior to the Closing Date and Seller agrees that Seller will not enter into any new leases or renew any lease terms.
- r. The income and expense statements of the Property made available and to be made available to Buyer by Seller shall be true, accurate, and complete in all material respects and shall not omit any material information.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date and shall survive the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

11. **INSPECTION/DUE DILIGENCE PERIOD.** Buyer shall have, commencing the effective date of this Purchase Agreement, until sixty (60) days thereafter (the "Inspection/Due Diligence Period") to (i) conduct such reviews, inspections, soil borings, and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii)

conduct a Phase I environmental assessment of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyers proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon 24 hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations and taking soils samples and borings as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason.
- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and, and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

This section shall not be construed to limit in any manner any future testing or analyses by Buyer, in Buyer's sole judgment and discretion, of the environmental conditions on the Property during the Remediation Period.

**12. BROKER'S COMMISSION.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.

**13. MINNESOTA UNIFORM RELOCATION ASSISTANCE ACT.** If Seller and Buyer are unable to reach a mutually acceptable agreement for the purchase and sale of Seller's Property, Buyer has the legal authority to acquire Seller's Property through the exercise

of the power of eminent domain. Therefore, Buyer is an “Acquiring Authority” for purposes of the Minnesota Uniform Relocation Assistance Act, Minn. Stat. §§ 117.50 to 117.56 (the “Act”). Minn. Stat. § 117.52 requires Buyer to provide Seller with any relocation assistance services, payments, and benefits required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the federal regulations adopted pursuant thereto and further interpreted by FAA Order 5100.37B. The applicable federal regulations are found in 49 C.F.R., part 24 (the “Regulations”). Seller hereby acknowledges that Buyer has notified Seller of Buyer’s interest in acquiring the Property and has provided Seller with notices explaining provisions of the Act and the Regulations and, to the extent applicable, Seller further acknowledges compliance with Minn. Stat. § 117.187 with respect to Minimum Compensation when a transaction results in Seller’s relocation. The Purchase Price includes all amounts due pursuant to application of the Minn. Stat. § 117.187.

14. **SURVIVAL.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing, and shall not be deemed to have merged into any of the Closing Documents.

15. **NOTICES.** Any notice required or permitted to be given by any Party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: City Administrator  
City of Le Sueur  
203 S. 2<sup>nd</sup> Street  
Le Sueur, Minnesota 56058

If to Seller: Scott W. Churchill and Dianne L. Churchill  
PO Box 92  
Le Sueur, MN 56058

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other Party shall commence to run two (2) business days after any such deposit. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

16. **CAPTIONS.** The section/paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

17. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the Parties.
18. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
19. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
20. **REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate with no further obligation by either Party. The termination of this Agreement will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon five (5) days' notice to Seller (Seller having cure rights during the 5-day period), and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder. Nothing in this Section precludes Buyer from seeking and recovering specific performance of this Agreement or "loss of bargain" damages upon Seller's default.
21. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
22. **COUNTERPARTS.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
23. **DUTIES OF TITLE COMPANY.** The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other Parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said Parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper Party or Parties, consistent with reasonable due diligence on the Title Company's

part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding of any connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the Parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. The Parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of the Title Company pursuant to this Agreement and as insurer of the purchase of the Property by Buyer from Seller. The Parties hereto acknowledge such potential conflict and indemnify and hold harmless the Title Company from any claim of conflict of interest arising as a result of its duties hereunder and in determining whether it can give its irrevocable commitment to insure Buyer's title. The provisions of this Section shall survive the termination of this Purchase Agreement.

24. **BUYER'S TRANSACTION APPROVAL.** Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the City Council of the City of Le Sueur. Notwithstanding anything in this Agreement to the contrary, if such approval has not been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approval provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.
25. **ASSIGNMENT.** Buyer shall have an unconditional right to assign this Agreement, and either Party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning Party of its obligations under this Agreement.
26. **AUTHORIZED SIGNATORIES.** The Parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

*Remainder of this page intentionally left blank.*





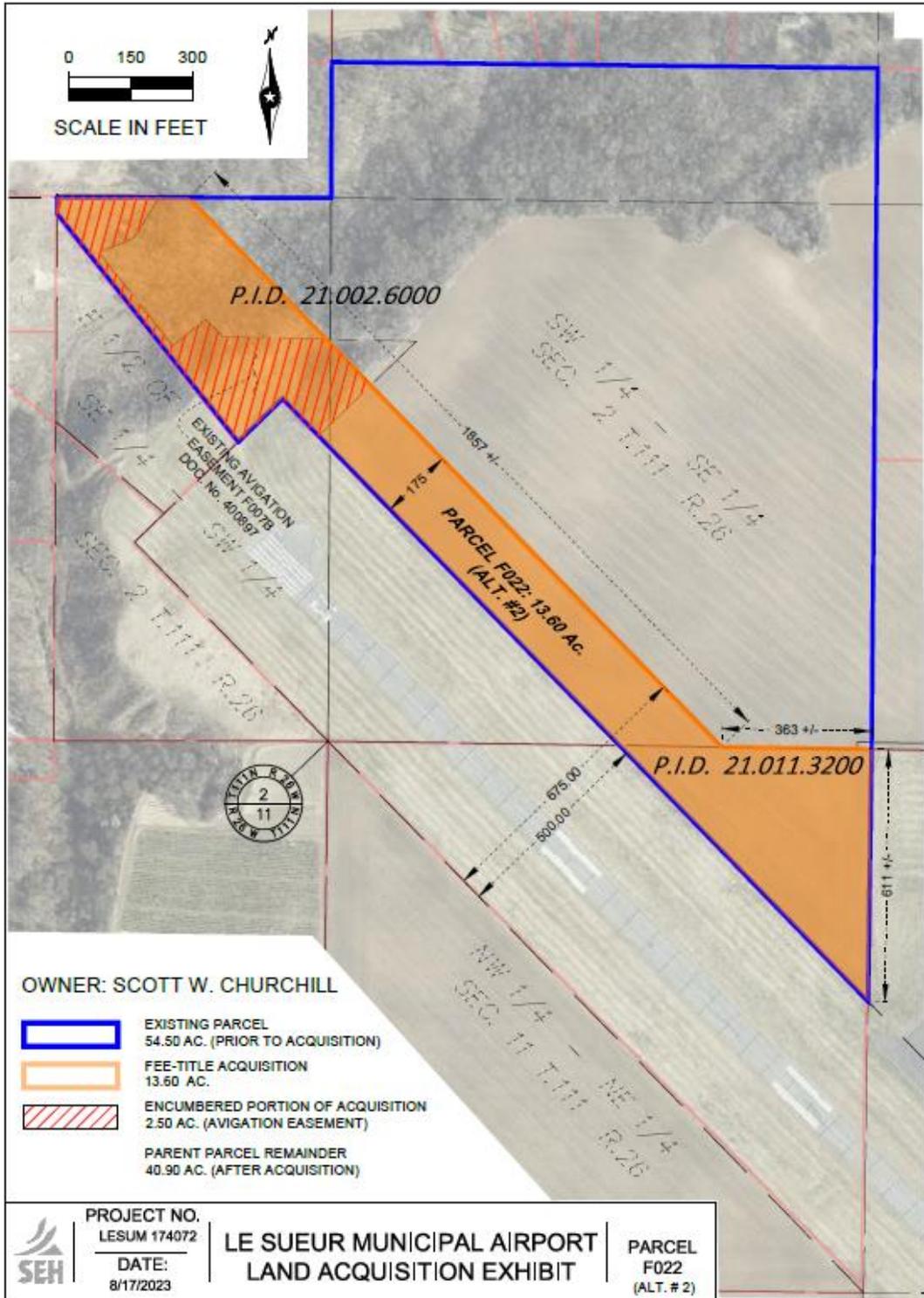
**EXHIBIT A**

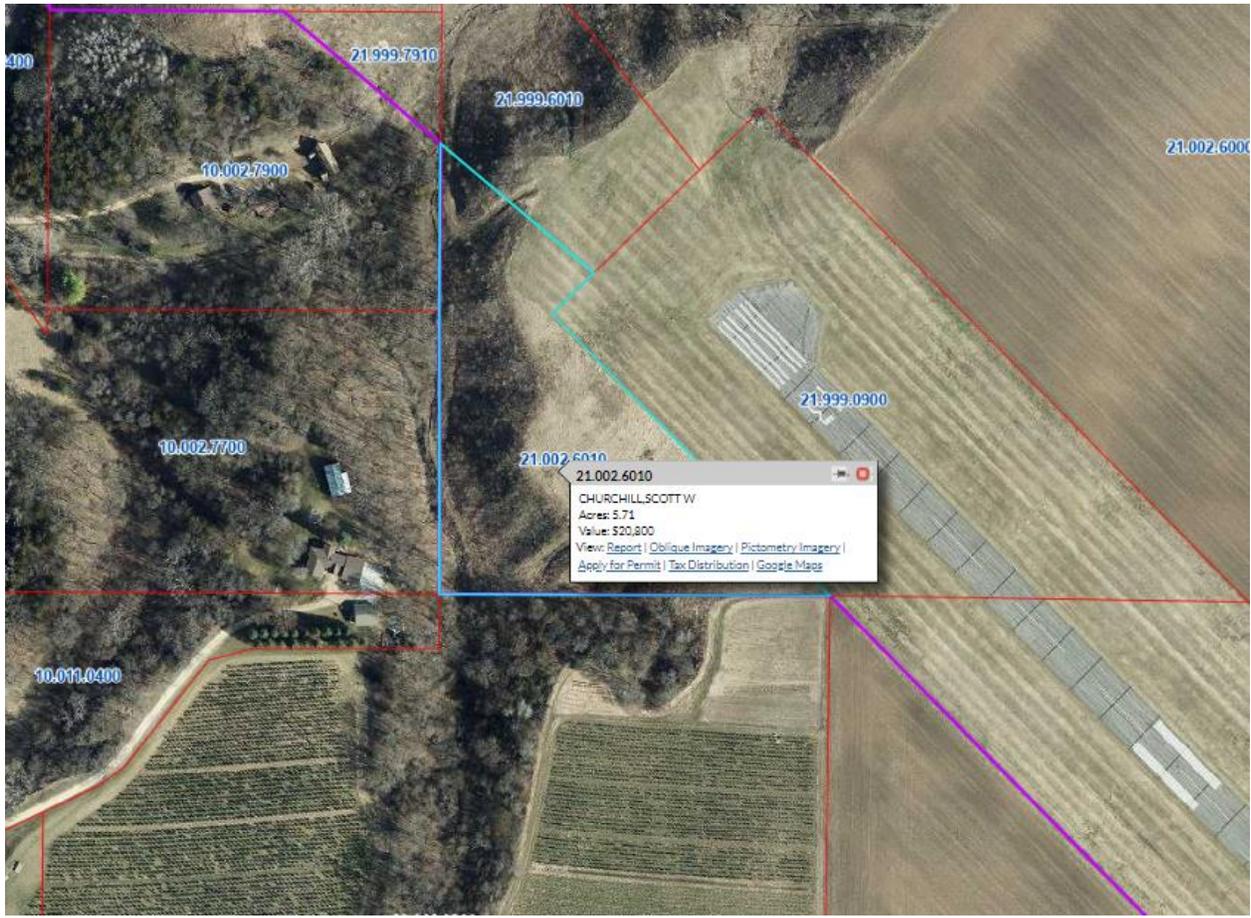
Legal Description of Real Property

TBD by future City paid Certificate of Survey

## EXHIBIT B

### Depiction of Real Property





**EXHIBIT C**

Legal Description of Remaining Tract

TBD by future City paid Certificate of Survey



CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator  
Ryan Graff, Finance Director

SUBJECT: Resolution R2026-009: Abatement Program Termination and Modification of Joint Powers Agreement

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider adopting a resolution terminating the Highway 169 Hilltop Abatement Program and modifying terms of an associated joint powers agreement.

**SUMMARY**

In the mutual interest of encouraging development along the Highway 169 corridor, the City of Le Sueur and Le Sueur County jointly entered into a tax abatement program in 2006, setting aside property taxes from three specific parcels of land within city limits for future development. The intent of the program was to set aside specific parcels' property taxes for use in future transportation and infrastructure development along the Highway 169 corridor. The City of Le Sueur has maintained these funds since the program's inception.

In 2022, the City Council and County Board of Commissioners agreed to terms of a Joint Powers Agreement outlining terms, conditions, and procedures associated with the abatement program itself, including disbursement of funds. Funds have been used from the program to help finance transportation improvements along the corridor, including the RCUT (Restricted Crossing U-Turns) and Cambria Avenue projects. The program should be considered a success in terms of both the projects supported and the mutual desire to drive future development using remaining funds.

Both City and County have abated property taxes on these parcels since 2007, and have met their initial estimates of funding. As such, the Joint Highway 169 Abatement Committee, consisting of members of both the City Council and County Board of Commissioners, are recommending that the City and County end the abatement program and modify the joint powers agreement to direct future use of existing funds. A fund balance of approximately \$1.75M remains in the fund; Resolution R2026-009 would terminate the abatement program (cease abatement of taxes), end the existing Joint Powers Agreement, and approve terms of a new Joint Powers Agreement, which outlines procedures for use of remaining funds.

**ACTION REQUESTED**

Staff recommend City Council adopt Resolution R2026-009 as presented.

**Alternate Actions:**

- No action / Denial: Abatement will not be terminated, and joint powers agreement will not be modified as presented, unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

CITY OF LE SUEUR, MINNESOTA  
CITY COUNCIL RESOLUTION R2026-009

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LE SUEUR,  
MINNESOTA FOR RELEASE AND TERMINATION OF THE JOINT TAX ABATEMENT  
PROGRAM WITH LE SUEUR COUNTY AND ADOPTION OF MODIFIED AGREEMENT

WHEREAS, the City of Le Sueur (the “City”) passed Resolution No. 06-093, dated August 28, 2006, authorizing the abatement of property taxes on three specific parcels of land located within the municipal limits of the City (the “Abatement Resolution”), attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the City is additionally a party to a Joint Powers Agreement with Le Sueur County (the “County”), dated December 12, 2022, which outlines the terms and conditions for the twenty-year abatement term for the three specific parcels of land, for tax payable years 2007 through 2026 (the “Agreement”), attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, pursuant to Minn. Stat. § 469.1813, if the abatement resolution does not provide that the abatement may not be modified or changed, the governing body of the political subdivision may review and modify the abatement every second year after it was approved; and

WHEREAS, the parties have reviewed and discussed the above-described abatement and the City and the County have mutually agreed and request that the parties be released from the terms and conditions described in the Abatement Resolution and terminate the tax abatement program; and

WHEREAS, the parties agree that there remains a mutual benefit in maintaining the Joint Highway 169 Abatement Committee and the program funds as defined in the Agreement, and have thus drafted a new joint powers agreement to guide and instruct usage of funds generated by the abatement program (“Modified Agreement”), attached hereto and incorporated herein by reference as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The above-referenced Abatement Resolution authorizing the joint tax abatement program is hereby modified by shortening the term of the abatement so as to expire effective December 31, 2025, as of which the Abatement Resolution shall be terminated, released, and of no further force and effect.
2. The Agreement, dated December 12, 2022, is hereby terminated.
3. The Modified Agreement is hereby agreed to and adopted.

4. The Mayor and City Clerk and/or City Administrator are authorized and directed to execute any and all such documents as are necessary to effectuate the termination of the above-referenced Abatement Resolution and Agreement, and to effectuate the adoption of the Modified Agreement, consistent with this resolution.

PASSED by the City Council of the City of Le Sueur on this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

## Exhibit A

### **RESOLUTION NO. 06-093**

At a regular meeting of the Common Council in and for the City of Le Sueur, Minnesota, which meeting was duly called and held on the 28<sup>th</sup> day of August, 2006, at 7:00 o'clock p.m. all Alderpersons were present. Mayor Oberle presided at the meeting and the following Resolution was offered by Alderperson Kerkow who duly moved for its adoption.

WHEREAS, In accordance with the provisions of M.S.A. 469.1813, the City of Le Sueur has the authority to abate property taxes on specific parcels of land located within the municipal limits of the City of Le Sueur, and,

WHEREAS, Le Sueur Development, Inc. has approached City Staff with reference to the development of the Minnesota Trunk Highway No. 169 corridor located in the northerly portion of the City of Le Sueur, and,

WHEREAS, Industrial, commercial and residential development of this area would greatly enhance the tax base of the City of Le Sueur and provide infrastructure improvements for businesses and citizens located or residing in the City of Le Sueur, and,

WHEREAS, Tax abatement would provide funds for the purpose of planning, designing and developing such area, and,

WHEREAS, The Common Council believes that it would be in the best interests of the City of Le Sueur to enter into a Tax Abatement Program involving the following parcels of land, to-wit:

Parcel Number

R21.019.500

R21.020.0300

R21.020.0400

, and,

WHEREAS, Prior to adopting a Tax Abatement Program, it is necessary to hold a public hearing for the purpose of allowing all interested parties to comment on such tax abatement program, and,

WHEREAS, A public hearing was held at this meeting after appropriate notice was given as required by the provisions of M.S.A. 469.1813.

NOW, THEREFORE, BE IT RESOLVED by the Common Council in and for the City of Le Sueur, Minnesota, as follows:

1. The Common Council finds that the Tax Abatement Program as above set forth will:
  - A. Increase and preserve tax base.
  - B. Provide employment opportunities in the City of Le Sueur.
  - C. Provide and help acquire or construct public facilities.
  - D. Help redevelop or renew blighted areas.
  - E. Help provide access to services for residents of the City of Le Sueur.
  - F. Finance or provide public infrastructure.
2. Real estate taxes shall be abated in accordance with the provisions of M.S.A. 469.1813 on the following parcels of land:

Parcel Number

R21.019.500

R21.020.0300

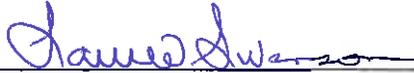
R21.020.0400

3. The duration of this Tax Abatement Program shall be 20 years unless Independent School District No. 2397 and Le Sueur County, Minnesota both agree to abate taxes, in which event, the duration shall be 15 years.
4. The monies derived from the Tax Abatement shall be paid to the City of Le Sueur and used for the purpose of planning, designing and constructing infrastructure improvements to lands within or adjacent to the Minnesota Trunk Highway No. 169 corridor within the City of Le Sueur, for the purpose of providing organized development.
5. In any year, the total amount of real estate taxes abated by the City of Le Sueur shall not exceed 10% of the current levy or \$200,000.00, whichever is greater. This limitation does not apply to any uncollected abatement from a prior year that is added to the abatement levy.

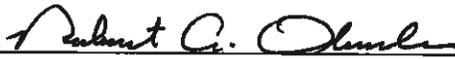
Said Resolution was duly seconded by Alderperson Vortherms and put to a vote. Voting in favor thereof were Alderpersons LaBelle, Pengilly, Kerkow, Huntington, Vortherms, Wicks and Mayor Oberle. Voting against said Resolution - none. Motion carried.

Approved this 28<sup>th</sup> day of August, 2006.

ATTEST:

  
\_\_\_\_\_

Laurie Swenson, City Clerk

  
\_\_\_\_\_  
Mayor Oberle

## Exhibit B

### CITY OF LE SUEUR, MINNESOTA CITY COUNCIL RESOLUTION R2022-055

#### RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT WITH LE SUEUR COUNTY CONCERNING THE LE SUEUR HIGHWAY 169 HILLTOP PROPERTY TAX ABATEMENT PROGRAM

WHEREAS, Minnesota Statutes Sections 469.1812 through 469.1815 authorize the County of Le Sueur, Minnesota and the City of Le Sueur, Minnesota, upon satisfaction of certain conditions, to grant an abatement of all or part of the taxes levied to certain property; and

WHEREAS, the City of Le Sueur wishes to foster improvement projects in the Minnesota State Highway 169 Hilltop Corridor within the City of Le Sueur to stimulate development, expand the tax base, and enhance employment opportunities; and

WHEREAS, the City of Le Sueur and Le Sueur County entered jointly into a twenty-year property tax abatement program in 2006 via resolution; and

WHEREAS, the three parcels involved in the abatement program are 21.019.5000, 21.020.0300, and 21.020.0400; and

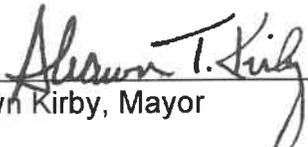
WHEREAS, the City of Le Sueur and Le Sueur County wish to enter into a Joint Powers Agreement by which both governmental bodies may attend to the program and distribution of funds from said program.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Le Sueur, Minnesota that:

1. The Joint Powers Agreement as provided in Exhibit A shall be adopted.
2. The City Administrator is hereby authorized and directed to share the adopted agreement with the Le Sueur County Administrator and Le Sueur County Board of Commissioners for consideration of adoption.

PASSED by the City Council of the City of Le Sueur on this 12<sup>th</sup> day of December 2022.

ATTEST

  
Shawn Kirby, Mayor

  
Stacy Lawrence, City Clerk

VOTE: Y HUNTINGTON Y KIRBY Y KROGMANN

Y WILLIAMS Y SCHLUETER Y SULLIVAN Y SWANBERG

# Exhibit A

## City of Le Sueur and Le Sueur County Joint Powers Agreement

### Le Sueur Highway 169 Hilltop Property Tax Abatement Program

---

#### 1. OVERVIEW

Minnesota Statutes Sections 469.1812 through 469.1815 authorize the County of Le Sueur, Minnesota (“County”) and City of Le Sueur, Minnesota (“City”), upon satisfaction of certain conditions, to grant an abatement of all or part of the taxes levied to certain property.

The County and City wish to foster improvement projects in the Minnesota State Highway 169 Hilltop Corridor within the City of Le Sueur (“Corridor”) to stimulate development, expand the joint tax base, and enhance employment opportunities. In this spirit, a twenty-year abatement program (“Program”) was established in 2006, as authorized by County (see Appendix B) and City (see Appendix C) resolutions.

This Joint Powers Agreement (“Agreement”) formalizes the Program established between the respective governing bodies of the County and City: the Le Sueur County Board of Commissioners (“Board”) and City of Le Sueur City Council (“Council”).

#### 2. TERMS

- I. The three parcels involved in the abatement program shall be 21.019.5000, 21.020.0300, and 21.020.0400 (“Parcels”).
- II. The duration of the abatement program is January 1, 2007 through December 31, 2026. The abatement shall apply to the taxes payable in tax years 2007 through 2026.
- III. The abatement shall be for 100 percent of the County’s share of the ad valorem property taxes generated by the Parcels.
- IV. The City shall contribute ad valorem property taxes generated by the Parcels to the abatement fund.
- V. The abatement may not be modified or changed during the term set forth, except by the mutual agreement of both Board and Council.
- VI. The County expects the benefits to the County of the abatement to at least equal the costs thereof.
- VII. The City agrees to accept payment from County, and to hold and disburse funds from the property abatement for approved infrastructure projects.

- VIII. The City shall provide an annual report to the County in December of each year. The report must include the following: a) fund balances; b) past expenditures; c) planned expenditures; and d) economic development results from expenditures (e.g. new businesses, jobs, tax base enhancements). Failure to provide acceptable annual reports may lead to withholding of future abatement payments from the County.
- IX. This agreement establishes the formation of a Joint Highway 169 Abatement Committee ("Committee"). The makeup of the Committee shall be as follows:
- a. County Administrator
  - b. City Administrator
  - c. Two Board Commissioners: the Board shall annually nominate two commissioners
  - d. Two members of Council: the Council shall annually nominate two councilmembers

The Committee shall meet a minimum of once per calendar year to evaluate potential projects, evaluate the health of the abatement fund, and ensure the spirit of this agreement is maintained.

### **3. PROGRAM FUND DISBURSEMENT**

- I. Funds generated by the Program may be disbursed at any point during the life of the Program.
- II. Funds generated by the Program shall be disbursed only for projects included within the defined benefit area (Section 4).
- III. Funds generated by the Program shall be disbursed to projects following a defined process. Specifically:
  - a. The Committee shall review potential projects to ensure they meet the eligible use guidelines contained within this Section.
  - b. The Committee will present recommendations for fund disbursement(s) to the Board for review and comment.
  - c. Following review and comment from the Board, the recommendation(s) may be revised by the Committee and returned to the Board for reevaluation, if necessary.
  - d. Final recommendations shall be brought to the Council for formal approval by vote of the Council majority, followed by disbursement of approved funds.
  - e. Any disbursement shall be considered final.
- IV. Funds shall be used to support or promote one or more of the following types of projects within the public Right-of-Way and/or dedicated drainage or utility easement(s):
  - a. Transportation infrastructure
  - b. Utility Infrastructure
- V. Funds shall not be disbursed for the following circumstances or purposes:
  - a. Direct or indirect business subsidy to any individual, group, corporation (public or private), or other entity.

**4. DEFINED BENEFIT AREA**

- I. This agreement defines the Program benefit area as follows (see also Appendix A for benefit boundaries):
  - a. That area contained within the City of Le Sueur municipal limits along Minnesota State Highway 169 from the southern intersection of Doppy Lane and Minnesota State Highway 169 extending northeasterly along Highway 169 to a point approximately 0.25 miles northeast of Henderson Station Road.

**5. PROVISIONS FOR TERMINATION**

- I. This Agreement shall continue in force until December 31, 2035. Early termination may be provided for in the following circumstances:
  - a. Formal majority vote action by County and City to terminate the agreement; or
  - b. Program funds have been exhausted.
- II. Distribution of funds upon termination:
  - a. Any monies remaining in the abatement fund upon termination of the agreement shall be disbursed to the City and County in proportion to each entity's total contribution to the fund.

**APPROVAL AND EXECUTION**

This agreement shall be effective the 12 day of December, 2022 further, by signing this agreement, all past agreements, arrangements, covenants, or settlements regarding the abatement are hereby terminated.

Le Sueur County

City of Le Sueur

By: 

By: 

Chairperson

Mayor

By: 

By: 

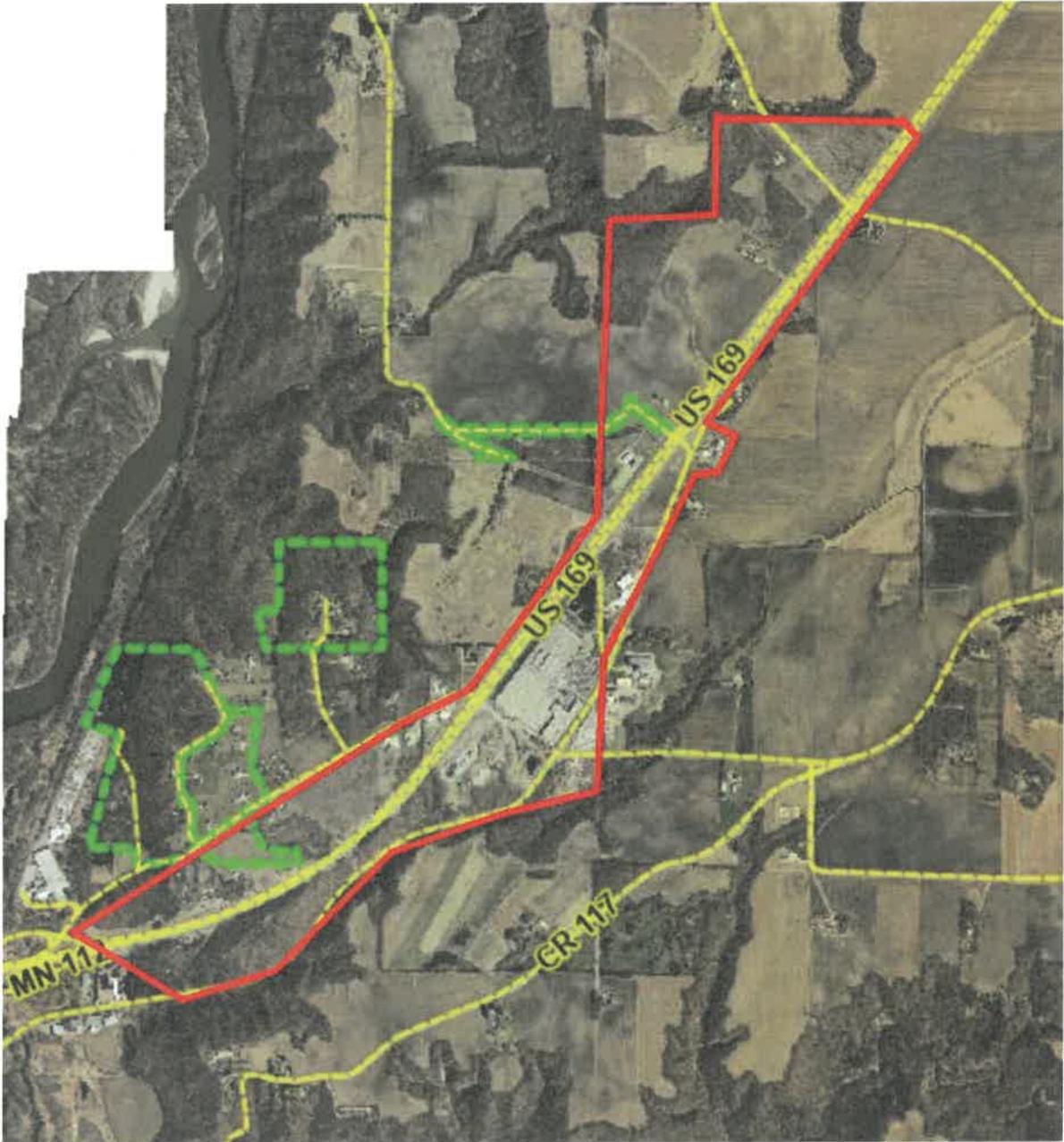
Administrator

Administrator

Dated: 12-20-2022

Dated: 12-13-2022

Appendix A



Appendix B

Ed Tscheida, Le Sueur Development Corp. updated the Board on the City of Le Sueur tax abatement proposal. Discussion was held related to the process and how the abated funds would be used. On motion by Doherty, seconded by Stangler and approved 4-1 with Culhane voting nay, the Board adopted the following resolution setting a public hearing for November 14, 2006:

RESOLUTION CALLING FOR A PUBLIC HEARING  
ON PROPOSED PROPERTY TAX ABATEMENT FOR LE SUEUR HILLTOP TRANSPORTATION  
INFRASTRUCTURE IMPROVEMENT PROJECT

WHEREAS, Minnesota Statutes, Sections 469.1812 through 469.1815, inclusive (the "Act"), authorize the County of Le Sueur, Minnesota (the "County"), upon satisfaction of certain conditions, to grant an abatement of all or part of the taxes levied by the County on improvements made to certain property; and

WHEREAS, the County is considering such action in order to fund a transportation infrastructure improvement project in order to stimulate new commercial/industrial development and tax base enhancement; and

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Le Sueur, Minnesota, as follows:

1. **Public Hearing.** This Board shall meet on Tuesday, November 14, 2006, at 10:00 a.m., to hold a public hearing on the consideration of granting a property tax abatement all pursuant to and in accordance with the Act.
2. **Notice of Hearing.** The County Coordinator is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given one publication in a newspaper of general circulation in the County at least 10 days but not more than 30 days before the hearing. The newspaper must be one of general interest and readership in the County, and must be published at least once per week.

STATE OF MINNESOTA

ss

COUNTY OF LE SUEUR

I, Ronald Germscheid, Auditor of said County of Le Sueur, do hereby certify that I have compared the foregoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the 10th day October, 2006 and recorded in Commissioner Record Book R page 554, now remaining on file and on record, in my office and that the same is a correct transcript there from, and of the whole of such original.

Witness by hand and official seal this 22nd day of November, 2006.

Ron Germscheid  
County Auditor *RGF*

At 10:00 AM the Board Chair opened the Public Hearing on the City of Le Sueur tax abatement proposal. Discussion was held regarding the authorization and use of the rededicated tax funds for transportation. Ed Tschida, Advance Resource Development, spoke for the city about the uses of the tax funds, including a transportation study to be done on the 169 Hilltop corridor. Resident Loretta King spoke to the issue and County Engineer Darrell Pettis was present.

On motion by Doherty, seconded by Culhane and unanimously approved, the Board closed the tax abatement proposal public hearing.

On motion by Doherty, seconded by Hayes and unanimously approved, the Board adopted the following resolution:

**RESOLUTION APPROVING PROPERTY TAX ABATEMENTS FOR THE  
PROPOSED LE SUEUR HILLTOP TRANSPORTATION  
INFRASTRUCTURE IMPROVEMENT PROJECT**

**NOW THEREFORE, BE IT RESOLVED** by the County Board (the "Board") of Le Sueur County (the "County"), as follows:

**1. Recitals.**

- (a) In order to promote transportation infrastructure improvements within the US Highway 169 Le Sueur Hilltop Corridor, the Board is establishing a Property Tax Abatement program (the "Abatement Program") on three parcels. The following specific parcels (the "Property") are included in the Abatement Program:

| Parcel Number |
|---------------|
| R21.019.5000  |
| R.21.020.0300 |
| R.21.020.0400 |

- (b) Currently, the County's portion of the property tax abatement ("the Abatement") is estimated at \$54,005 per year and at \$1,080,100 over the twenty-year period.
- (c) The proposed duration of the Abatement Program is January 1, 2007 through December 31, 2026 inclusive.
- (d) The Abatement program is contingent upon the formation of a County/City Joint Powers Agreement.
- (e) The County will transfer to the city of Le Sueur the Abatement to fund transportation infrastructure improvements within the US Highway 169 Le Sueur Hilltop Corridor. Upon completion of these improvements the County will terminate the Abatement program.
- (f) On the date hereof, the Board held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice hereof.
- (g) The Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law").

2. **Findings for the Abatement.** The County Board hereby makes the following findings:
- (a) The Board expects the benefits to the County of the Abatement to at least equal the costs thereof; and
  - (b) Granting the Abatement is in the public interest because it will fund essential transportation infrastructure improvements, increase or preserve the tax base of the County, help retain and expand industrial and commercial development in the County and provide employment opportunities in the County; and
  - (c) The Board expects the public benefits described in 2(b) above to be derived from the Abatement.
3. **Terms of Abatement.** The abatement is hereby approved. The terms of the abatement are as follows:
- (a) The Abatement duration for each affected tax parcel shall not exceed twenty (20) years. The Abatement shall apply to the taxes payable in tax payable years 2007 through 2026, inclusive.
  - (b) The Abatement shall be for 100% of the County's share of the ad valorem property taxes generated by the Property.
  - (c) The Abatement may not be modified or changed during the term set forth in 3(a) above, except with the prior written consent of the Board.
  - (d) The County will transfer to the city of Le Sueur the Abatement to fund transportation infrastructure improvements within the US Highway 169 Le Sueur Hilltop Corridor.
  - (e) In any year, the total amount of property taxes abated by the County by this and other resolutions does not exceed the greater of ten percent (10%) of the current levy or \$200,000.
  - (f) The Abatement shall be subject to all the terms and limitations of the Abatement Law.
  - (g) The Abatement has been determined not to be a business subsidy pursuant to Minnesota Statutes, 16J.993, subdivision 3.
  - (h) For the term of the Abatement, the Property will not be located in a tax increment financing district.
  - (i) The Abatement program is contingent upon the formation of a County/City Joint Powers Agreement.

STATE OF MINNESOTA

SS

COUNTY OF LE SUEUR

I, Ronald Gernscheid, Auditor of said County of Le Sueur, do hereby certify that I have compared the foregoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the 14th day, November 2006 and recorded in Commissioner Record Book R page 564 now remaining on file and on record in my office and that the same is a correct transcript therefrom, and of the whole of such original.

Witness by hand and official seal this 22nd day of November, 2006.

Ron Gernscheid  
County Auditor

By BF

**RESOLUTION NO. 06-093**

At a regular meeting of the Common Council in and for the City of Le Sueur, Minnesota, which meeting was duly called and held on the 28<sup>th</sup> day of August, 2006, at 7:00 o'clock p.m. all Alderpersons were present. Mayor Oberle presided at the meeting and the following Resolution was offered by Alderperson Kerkow who duly moved for its adoption.

WHEREAS, In accordance with the provisions of M.S.A. 469.1813, the City of Le Sueur has the authority to abate property taxes on specific parcels of land located within the municipal limits of the City of Le Sueur, and,

WHEREAS, Le Sueur Development, Inc. has approached City Staff with reference to the development of the Minnesota Trunk Highway No. 169 corridor located in the northerly portion of the City of Le Sueur, and,

WHEREAS, Industrial, commercial and residential development of this area would greatly enhance the tax base of the City of Le Sueur and provide infrastructure improvements for businesses and citizens located or residing in the City of Le Sueur, and,

WHEREAS, Tax abatement would provide funds for the purpose of planning, designing and developing such area, and,

WHEREAS, The Common Council believes that it would be in the best interests of the City of Le Sueur to enter into a Tax Abatement Program involving the following parcels of land, to-wit:

Parcel Number  
R21.019.500  
R21.020.0300  
R21.020.0400

, and,

WHEREAS, Prior to adopting a Tax Abatement Program, it is necessary to hold a public hearing for the purpose of allowing all interested parties to comment on such tax abatement program, and,

WHEREAS, A public hearing was held at this meeting after appropriate notice was given as required by the provisions of M.S.A. 469.1813.

NOW, THEREFORE, BE IT RESOLVED by the Common Council in and for the City of Le Sueur, Minnesota, as follows:

1. The Common Council finds that the Tax Abatement Program as above set forth will:
  - A. Increase and preserve tax base.
  - B. Provide employment opportunities in the City of Le Sueur.
  - C. Provide and help acquire or construct public facilities.
  - D. Help redevelop or renew blighted areas.
  - E. Help provide access to services for residents of the City of Le Sueur.
  - F. Finance or provide public infrastructure.
2. Real estate taxes shall be abated in accordance with the provisions of M.S.A. 469.1813 on the following parcels of land:

Parcel Number

R21.019.500

R21.020.0300

R21.020.0400

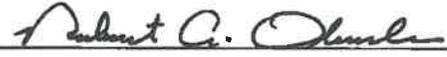
3. The duration of this Tax Abatement Program shall be 20 years unless Independent School District No. 2397 and Le Sueur County, Minnesota both agree to abate taxes, in which event, the duration shall be 15 years.
4. The monies derived from the Tax Abatement shall be paid to the City of Le Sueur and used for the purpose of planning, designing and constructing infrastructure improvements to lands within or adjacent to the Minnesota Trunk Highway No. 169 corridor within the City of Le Sueur, for the purpose of providing organized development.
5. In any year, the total amount of real estate taxes abated by the City of Le Sueur shall not exceed 10% of the current levy or \$200,000.00, whichever is greater. This limitation does not apply to any uncollected abatement from a prior year that is added to the abatement levy.

Said Resolution was duly seconded by Alderperson Vortherms and put to a vote. Voting in favor thereof were Alderpersons LaBelle, Pengilly, Kerkow, Huntington, Vortherms, Wicks and Mayor Oberle. Voting against said Resolution - none. Motion carried.

Approved this 28<sup>th</sup> day of August, 2006.

ATTEST:

  
\_\_\_\_\_  
Laurie Swenson, City Clerk

  
\_\_\_\_\_  
Mayor Oberle

## Exhibit C

# **City of Le Sueur and Le Sueur County Joint Powers Agreement Le Sueur Highway 169 Hilltop Property Tax Abatement Program**

---

### **1. OVERVIEW**

In the interest of fostering improvement projects in the Minnesota State Highway 169 Hilltop Corridor within the City of Le Sueur (“Corridor”) to stimulate development, expand the joint tax base, and enhance employment opportunities, the City of Le Sueur (“City”) and Le Sueur County (“County”) jointly established a twenty-year abatement program (“Program”). The Program was established in 2006 and terminated by resolution in 2026.

This Joint Powers Agreement (“Agreement”) supersedes any/all prior agreements between the City and County in relation to the Program, and establishes the terms and procedures by which funds generated by the Program shall be disbursed. Funds generated over the term of the Program have been, and shall continue to be, maintained by the City of Le Sueur, in a dedicated fund (“Fund”).

### **2. TERMS**

- I. The Agreement establishes the formation of a Joint Highway 169 Abatement Committee (“Committee”). The makeup of the Committee shall be as follows:
  - a. Le Sueur County Administrator
  - b. Le Sueur City Administrator
  - c. Two County Board of Commissioners (“Board”) Commissioners: the Board shall annually nominate two commissioners
  - d. Two members of Le Sueur City Council (“Council”): the Council shall annually nominate two councilmembers

The Committee shall meet as needed to evaluate potential projects, evaluate the health of the Fund balance, and ensure the spirit of the Agreement is maintained.

### **3. PROGRAM FUND DISBURSEMENT**

- I. Funds generated by the Program may be disbursed at any point during the life of the Agreement.
- II. Funds generated by the Program shall be disbursed only for projects included within the defined benefit area (Section 4).
- III. Funds generated by the Program shall be disbursed for projects following a defined process. Specifically:
  - a. The Committee shall review potential projects to ensure they meet the eligible use guidelines contained within this Section.

- b. The Committee will present recommendation(s) for fund disbursement(s) to the Board for review and comment.
  - c. Following review and comment from the Board, the recommendation(s) may be revised by the Committee and returned to the Board for reevaluation, if necessary.
  - d. Final recommendation(s) shall be brought to the Council for formal approval by vote of the Council majority, followed by disbursement of approved funds.
  - e. Any disbursement shall be considered final.
- IV. Funds shall be used to support or promote one or more of the following types of projects within the public Right-of-Way and/or dedicated drainage or utility easement(s):
- a. Transportation infrastructure
  - b. Utility Infrastructure
- V. Funds shall not be disbursed for the following circumstances or purposes:
- a. Direct or indirect business subsidy to any individual, group, corporation (public or private), or other entity.

#### **4. DEFINED BENEFIT AREA**

- I. This agreement defines the Program benefit area as follows (see also Appendix A for benefit boundaries):
- a. That area contained within the City of Le Sueur municipal limits along Minnesota State Highway 169 from the southern intersection of Doppy Lane and Minnesota State Highway 169 extending northeasterly along Highway 169 to a point approximately 0.25 miles northeast of Henderson Station Road.

#### **5. PROVISIONS FOR TERMINATION**

- I. This Agreement shall continue in force until December 31, 2035. Early termination may be provided for in the following circumstances:
- a. Formal majority vote action by County and City to terminate the agreement; or
  - b. Program funds have been exhausted.
- II. Distribution of funds upon termination:
- a. Any monies remaining in the Fund upon termination of the agreement shall be disbursed to the City and County in proportion to each entity's total contribution to the Fund.

**APPROVAL AND EXECUTION**

This agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Further, by signing this agreement, all past agreements, arrangements, covenants, or settlements regarding the abatement are hereby terminated.

**Le Sueur County**

**City of Le Sueur**

By: \_\_\_\_\_  
*Chairperson*

By: \_\_\_\_\_  
*Mayor*

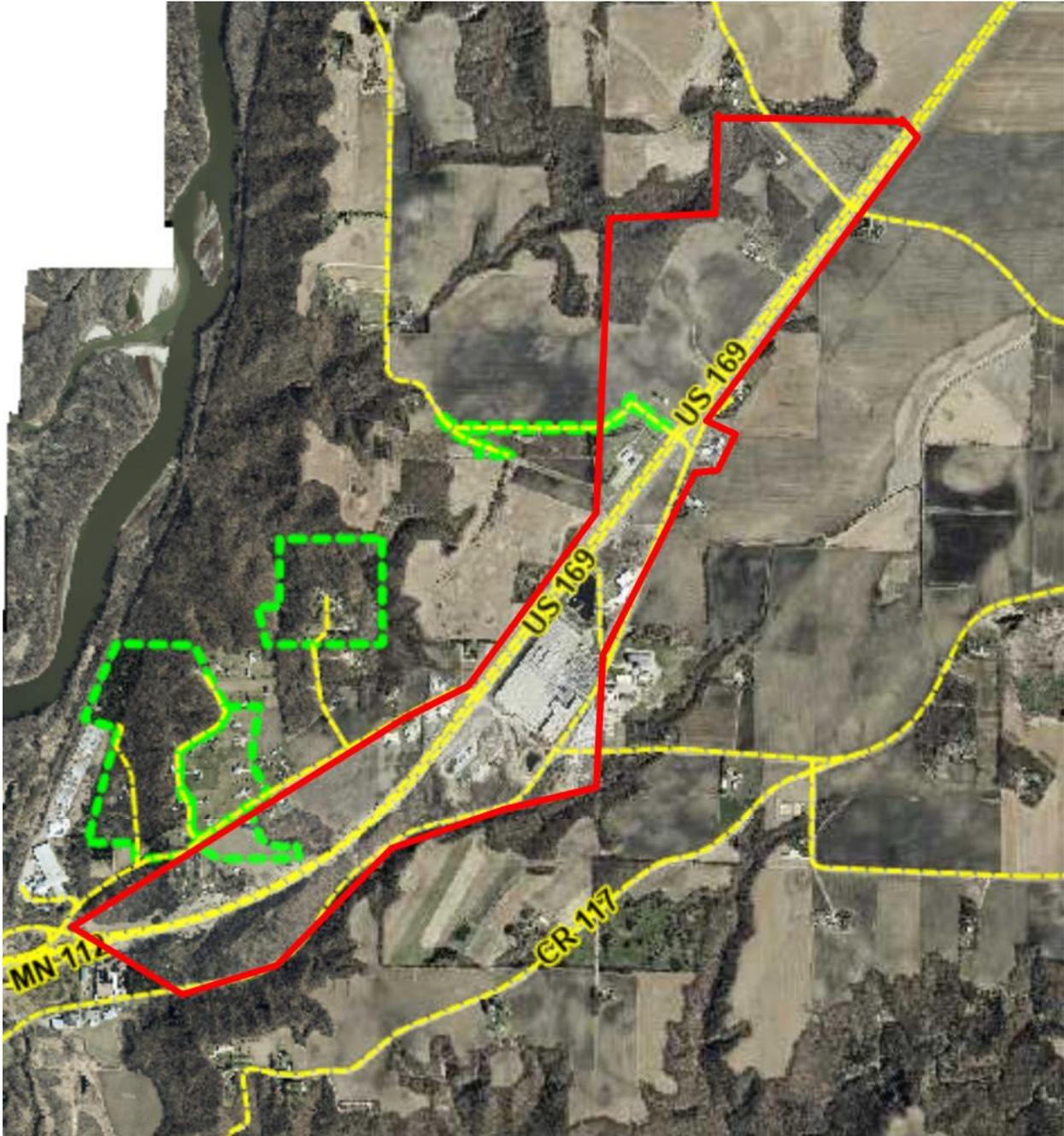
By: \_\_\_\_\_  
*Administrator*

By: \_\_\_\_\_  
*Administrator*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Appendix A





CITY OF LE SUEUR  
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Justin Nielsen, Zoning Administrator & Building Official

SUBJECT: Planning Commission Policy and Procedures

DATE: For the City Council Meeting of Monday, February 9<sup>th</sup>, 2026

---

**PURPOSE**

Consider approval of the Planning Commission Policy and Procedure manual.

**SUMMARY**

At its first meeting of each year, the Planning Commission reviews its Policy and Procedures. The Commission considered and approved the manual for 2026, attached here, with no material changes. The Planning Commission is recommending City Council adopt the manual as presented.

**ACTION REQUESTED**

City staff and the Planning Commission recommend City Council adopt the Planning Commission Policy and Procedure manual as presented.

Alternate Actions:

- No action / Denial: Manual will not be adopted unless otherwise directed by City Council.
- Modification of Recommendation: This is always an option for City Council.

# **City of Le Sueur, Minnesota**

## **Planning Commission Policy and Procedures**

### **SECTION 1. PURPOSE**

The purpose of this Planning Commission policy is to provide a set of operating procedures for the Planning Commission, and to establish a code of ethics and conduct.

### **SECTION 2. ROLES & RESPONSIBILITIES**

The Planning Commission is an advisory commission to the Le Sueur City Council. The Planning Commission is responsible for recommending any changes to the City's Comprehensive Plan to the City Council. Further, it is responsible for making recommendations to the City Council involving development projects and zoning issues, including but not limited to plat approvals, zoning amendments, re-zonings, variances, appeals, conditional use permits, and other matters.

Members serve as ambassadors of the city and represent the interests of the city both at official meetings as well as outside of City Hall. As an ambassador of the city, it is important to understand that your words and actions reflect that role at all times.

All Commission meetings are open public meetings where members of the public are welcome to attend. Commission members are representing the City during these meetings and the principals set forth herein, including the following:

- 1) Members are expected to attend all scheduled meetings or let the staff liaison know if you will be absent from a meeting.
- 2) Members are encouraged to respect the decision-making process and any decisions made by the group.
- 3) Each individual member is expected to respect the official position or action of the commission and to be considerate of fellow members and staff.
- 4) Any written or email communications among members must be sent to the staff liaison for distribution in accordance with the Open Meeting Law. The Open Meeting Law outlines what constitutes a meeting and the rules that must be followed.
- 5) Issues and decisions are expected to be openly discussed at meetings.
- 6) No member will expect nor seek special consideration or influence based upon their position.
- 7) Prepare in advance of meetings (e.g. read agenda packet carefully prior to the meeting), be familiar with issues on the agenda and fully participate in meetings and carry out assignments.
- 8) Contact the staff liaison if there are questions or the member requires additional information on an agenda item prior to the meeting.
- 9) Act and speak with honesty and integrity while demonstrating respect, kindness, consideration, and courtesy to others.
- 10) Be respectful of other people's time. Stay focused and act efficiently during meetings.

### **SECTION 3. SOCIAL MEDIA**

Members of city commissions are increasingly called upon to communicate with the public and stakeholders via a variety of channels. Social media such as Twitter, Facebook or professional networks like LinkedIn are becoming media platforms where citizens are spending more and more time.

Many members use social media in various ways. However the 'personal' style of social media can make it difficult to draw the line between public/professional and private use. As an ambassador of the city, it is important to remember that your statements and opinions must remain personal and cannot be regarded as representing the city's nor your commission's official position. Please consider this when posting on social media on topics that could be related to your work with the city and do not give the impression that you are speaking on behalf of the city or commission. Exercise good judgment and remember that even when you write in your personal capacity, you are still a commission member.

Members are not allowed to speak for the commission unless authorized by the commission or for the city unless authorized to do so by action of the City Council.

### **SECTION 4. ADOPTION OF PLAN OF WORK & ANNUAL REPORT**

Upon the appointment and organization of the Planning Commission, the Commission, subject to council approval, shall proceed with the preparation and adoption of a plan of work, outlining the activities proposed to be undertaken within the exercise of its powers and the performance of its duties. The plan may be revised from time to time. On or before February 15 of each year, the Commission shall submit to the City Council a report of its work during the previous calendar year.

### **SECTION 5. ANNUAL REVIEW OF POLICY & PROCEDURES**

This policy shall be reviewed annually by the Planning Commission at its first regular meeting of the calendar year, and any changes or amendments agreed to by a majority vote of the Commission shall be recommended to the City Council for adoption. In addition, the City Council may review this policy and adopt amendments as needed.

### **SECTION 6. ANNUAL MEETINGS**

The annual meeting of the Planning Commission will be at the first regular meeting of the calendar year. This meeting will include the election of officers for the ensuing year and such other business as scheduled by the Planning Commission.

### **SECTION 7. REGULAR MEETINGS**

Regular meetings of the Planning Commission shall be held in the City Hall or other Officially Noticed location at 203 South Second Street in the City of Le Sueur on the second Thursday of each month beginning promptly at 6:30pm unless otherwise noted. At such meetings, the Commission may consider all matters properly brought before the Commission. A regular meeting may be cancelled or rescheduled by the Commission at a prior meeting, or by the Chairperson, the City Council, or Mayor.

## **SECTION 8. SPECIAL MEETINGS**

Special meetings of the Planning Commission may be called by the Chairperson or Vice-Chairperson, City Council, or Mayor who shall designate the time, place and purpose of the meeting. Notice of special meetings must conform to the Minnesota Open Meeting Law.

Written notice thereof shall be given to all members not less than 24 hours in advance of the special meeting except in the case of an emergency.

## **SECTION 9. QUORUM**

In order for any meeting to be called to order, a quorum of voting members must be present. During the course of a meeting, at least a majority of the voting members must be present to take action on any matter before the Commission.

## **SECTION 10. MEETINGS AND THE OPEN MEETING LAW**

In accordance with the Minnesota Open Meeting Law (Minnesota Statute Chapter 13D), all official meetings of the Planning Commission shall be open to the general public unless otherwise permitted or required to be closed by law. An "official" Planning Commission meeting is any gathering, or simultaneous communication of a quorum of Commission members for the purpose of considering the public business of the Planning Commission. Informal gatherings and communications such as site visits and conference telephone calls, therefore, may constitute an official meeting. The Planning Commission may exclude the public from its meeting only in certain very limited cases identified in the Open Meeting Law.

## **SECTION 11. VOTING AND RECOMMENDATIONS**

At all meetings of the Planning Commission, each member attending, with the exception of the non-voting City Council liaison member, will be entitled to cast one vote on matters before the Planning Commission. In the event that any member has a conflict of interest, a direct or indirect financial interest or other substantial interest, as determined by the City Attorney, concerning a matter then before the Commission, they will disclose their interest and be disqualified from voting upon the matter, and the secretary will record in the minutes that no vote was cast by such member. Members must avoid actions that may give the appearance of impropriety or a conflict of interest. They must not use their position to gain privileges or special treatment.

The affirmative vote of a majority of members in attendance shall be necessary for the adoption of any resolution or other voting matter. The results of any vote shall be recorded, listing those voting for and those voting against.

All recommendations shall be sent to the City Council and shall include the record of the division of votes on each recommendation.

## **SECTION 12. REGULAR PROCEEDINGS**

- A) At any regular meeting of the Planning Commission, the following shall be the regular order of business:
1. Call to Order
  2. Approval of Agenda
  3. Minutes of the Preceding Meeting(s)
  4. Public Hearings - New Applications or Continued Hearings
  5. New Business
  6. City Council Report
  7. Miscellaneous
  8. Adjournment

The order of business may be varied by the presiding officer, but no public hearings shall be held at an earlier time than specified in the notice of hearing.

- B) The following procedures will normally be observed for matters before the Planning Commission, except for public hearings which follow the procedures detailed in Section 16; however, they may be rearranged by the Chairperson for individual items if necessary for the expeditious conduct of business:
1. Staff presents report and makes recommendation (if any).
  2. The Planning Commission may ask questions regarding the staff presentation and report (if any).
  3. Proponents of the agenda item make a presentation (if any).
  4. Any opponents make presentations (if any).
  5. Applicant makes rebuttal of any points not previously covered (if any).
  6. Planning Commission asks any questions it may have of the proponents, opponents or staff (if any), and then takes a vote.
- C) Each formal action of the Planning Commission required by law, rules, regulations or policy shall be embodied in a formal vote duly entered in the minutes and will be accompanied by written findings of fact, when required.
- D) Unless agreed to by a majority vote of the Planning Commission, no additional agenda items shall be taken up after 11:00 p.m.

## **SECTION 13. AGENDA AND DEADLINE FOR AGENDA**

- A) **Purpose.** The agenda of a Planning Commission meeting serves two important functions: it focuses Planning Commission deliberations by determining what matters will be considered at the meeting, when each matter will be considered, and the context in which each matter will be considered; and, it serves as the public's only guide to what will be considered at the meeting, how the matter will be dealt with, who will participate in the discussion, and when public comment may be made. The agenda should be prepared so as to best achieve these functions.

- B) Deadlines.** The agenda shall be prepared by City Staff and shall be closed at noon Friday prior to the meeting for preparation purposes.
- C) Submissions.** Any Planning Commission member can place an item on the agenda by instructing the City Staff responsible for agenda preparation. No item shall be placed on the agenda unless the item is expressed in such a way as to clearly show the subject matter involved.
- D) Agenda Additions During Regular Meetings.** Additional items may be added to the agenda at a Planning Commission meeting subject to approval by a majority vote of the members present. The additional agenda items may be discussed, but no action may be taken if any member objects. If a new item of business proposed to be added to the agenda requires staff review (such as re-zonings, ordinance amendments, preliminary subdivision plans, and subdivision review procedures and guidelines), involves quasi-judicial procedures (such as a request for a hardship variance from Subdivision or Zoning Ordinance standards), or involves substantive matters of potential public interest (such as the Comprehensive Plan, or other major policies), the Commission may add the item to the agenda only for purposes of referring it to the staff or a Commission committee, or scheduling it for consideration at a later meeting (as appropriate). The Commission may not discuss the substance of the matter or take any final action on the item except at a meeting where the item is included on the distributed agenda.
- E) Delivery of Agenda to Members.** At least three calendar days before the meeting, the City Staff shall provide each Commission member a meeting agenda and all materials related to items on the agenda (e.g., petition, application, plans, staff report, written comments received).
- F) Order and Form of the Agenda.** The agenda shall generally organize matters to be addressed at the meeting so as to best promote opportunities for effective public input and the timely and efficient performance of Planning Commission responsibilities. Items of business likely to attract the attendance of many interested persons (such as those involving notice to adjoining property owners and those involving other public notice) should generally be placed early on the agenda, thereby, minimizing the time citizens must wait for consideration of the item that brought them to the meeting.

#### **SECTION 14. MINUTES**

- A) Purpose.** The minutes of the Planning Commission's meetings represent the official record of the Commission's deliberations and actions. As such, they record the Planning Commission's vote on actions and the reasons for the vote. The minutes also communicate background on the Planning Commission's recommendations to the City Council, provide perspective on issues, and provide a historical record of Commission proceedings. Furthermore, state law requires the Commission to keep full and accurate minutes of all official meetings, and requires that those minutes be retained and be

available for public inspection by any person subject to the state public records law and the city records retention schedule.

- B) Duties of Staff Preparing Minutes.** City Staff shall prepare minutes of all Planning Commission meetings. The minutes shall state:
1. Which members were present and absent.
  2. A summary of staff and committee reports and recommendations, applicants' presentations, public comments, and the Planning Commission's discussion on each item.
  3. The content of each principal motion before the Planning Commission, the identity of the person who made and seconded the motion, and the record of the vote on the motion (identifying the vote count and, unless the vote was unanimous, the names of those voting for or against the motion). If the motion called for or recommended adoption of an ordinance or resolution, or the acceptance of a report, the minutes shall also include a copy of the ordinance, resolution or report.

#### **SECTION 15. RULES OF PROCEDURE FOR PLANNING COMMISSION MEETINGS**

All meetings of the Planning Commission shall be conducted in accordance with Rosenberg's Rules of Order.

#### **SECTION 16. PUBLIC HEARINGS**

- A) A public hearing is a noticed, official hearing, the express and limited purpose of which is to provide an equitable opportunity for the public to speak on matters before the Planning Commission.
- B) For certain matters considered by the Planning Commission, a requirement that the Planning Commission conduct a public hearing is prescribed by State Statute, the City's Municipal Code of Ordinances or by City Policy. The Planning Commission, however, may elect to conduct a public hearing, although not specifically required, if the Planning Commission determines that due to the unique nature of the matter, it is advisable.
- C) The Planning Commission may neither deliberate nor take a substantive vote during a public hearing, but may ask questions for the sake of clarification of speakers.
- D) The Planning Commission, upon resuming their regular meeting after the close of the public hearing, may take action upon the matter discussed at the public hearing.
- E) Conduct of Persons Before the Planning Commission
  1. During all public hearings required by state law or ordinance, members of the public shall be given reasonable opportunity to speak. In order to promote meeting efficiency, the Chair may discourage duplicative testimony and may place reasonable time limits on the amount of time that individuals have to speak. Comments should be addressed to the item before the Planning Commission. Where a comment is irrelevant, inflammatory, disruptive or prejudicial, the Chair may instruct the

Planning Commission to “disregard” the comment, which nevertheless remains in the public record.

2. During all regular and special meetings of the Planning Commission, the public may be present but shall remain silent unless specifically invited by the Chair to provide comment.
  3. During all proceedings, members of the public have the obligation to remain in civil order. Any conduct which interferes with reasonable rights of another to provide comment or which interferes with the proper execution of Commission affairs may be ruled by the Chair as “out-of-order” and the offending person directed to remain silent. Once, having been so directed, if a person persists in disruptive conduct, the Chair may order the person to leave the Planning Commission meeting or hearing. Where the person fails to comply with an order to leave, the Chair may then call upon civil authority to physically remove the individual from the chamber for the duration of the hearing or deliberation on that item.
  4. The Chairperson of the Planning Commission may impose additional limits or rules upon members of the public.
- F) Additional Rules of Procedure for Public Hearings
- 1) Public Hearing Format. Public hearings shall be conducted in the following manner:
    - a) The presiding officer calls the public hearing to order and declares the time of opening.
    - b) It is the intent of the Planning Commission to open all public hearings at the predetermined and published time. From a practical standpoint, not all hearings can be opened at their designated time. The presiding officer may delay the start of a hearing until the business at hand is acted upon, in any manner, by the Planning Commission. However, a hearing may not be opened prior to the predetermined and published time.
    - c) The presiding officer shall read, from the hearing notice, the details on the hearing sufficient to provide the public a general understanding of the purpose and procedures for the hearing, and the fact that the hearing is their exclusive or primary opportunity to provide input to the city on the subject.
    - d) The presiding officer will ask the Planning Commission members if they have had any contact with the public about this topic prior to the public hearing and to disclose that contact and a summary of the discussion(s) to the other members.
    - e) Staff and/or a consultant make a presentation or report on the subject matter for the hearing.

- f) The applicant (if any) may make a presentation or report on the subject matter for the hearing.
  - g) The presiding officer asks Planning Commission members if they have questions of the staff or consultant, if any.
  - h) The presiding officer requests a motion and second to open the public hearing.
  - i) The presiding officer announces that input will be received from the citizens, requesting that each speaker provide a name and address, noting a 5 minute time limit for comment from an individual member of the public, any other applicable rules and explaining the procedure for enforcement of such rules.
  - j) After members of the public have spoken, the presiding officer requests a motion to:
    - a. Close the public hearing, and the Planning Commission votes on the motion. Once the vote is taken, the hearing is closed for the record.
- or
- b. Continue a public hearing. If the Planning Commission votes to continue the hearing, the presiding officer shall, in consultation with City Staff, select and announce a time and date certain for the continued public hearing. No additional publication or notice requirements are needed if a hearing is continued to a later date.
- k) If the public hearing is closed, the Planning Commission may take action on the application before them. The Commission may formulate a recommendation which outlines the parameters under which an approval would be granted. The reasons and conditions shall be stated in the motion or resolution for approval or denial. Continuation of an action may occur in the event insufficient information is present to make a decision. The Planning Commission shall delineate the missing information before continuing the item.

#### **SECTION 17. OFFICERS**

The officers of the Planning Commission shall consist of a Chairperson and a Vice-Chairperson, elected by the Planning Commission at the annual meeting for a term of one year. In the absence of the Chair and Vice-Chair, the remaining members shall elect a Temporary Chair for that respective meeting.

## **SECTION 18. DUTIES OF OFFICERS**

The Chair is a voting member of the Planning Commission and may make motions. In addition, the duties and powers of the officers of the Planning Commission shall be as follows:

### A) Chairperson

1. To preside at all meetings of the Commission.
2. To call special meetings of the Planning Commission in accordance with these bylaws.
3. To sign documents of the Commission.
4. To see that all actions of the Commission are properly taken.
5. To cancel or postpone any regularly scheduled meetings.
6. To invoke a 5 minute time limit for each audience member during any public hearing in the interest of maintaining focus and the effective use of time.
7. To provide for the selection of spokespersons to represent groups of persons with common interests during public meetings and hearings.
8. To order an end to disorderly conduct and direct law enforcement to remove disorderly persons from Planning Commission meetings or hearings.
9. To schedule a second official public hearing meeting or other continued meeting in the event that a meeting or public hearing cannot be concluded by a reasonable hour in the judgment of the Chairperson.

### B) The presiding officer has the responsibility to facilitate discussion by the Planning Commission. This may occur in a variety of ways, including:

- Interpret and apply rules of procedure.
- Decide whether motions are properly made.
- Decide whether motions are in order.
- Decide whether “point of privilege” ought to be granted.
- Decide when to recognize speakers.
- Call for motions or recommend motions.
- Expel disorderly persons from the meeting.
- Enforce speaking procedures.

### C) Vice-Chairperson

During the absence, disability or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson.

## **SECTION 19. DUTIES OF STAFF WHEN SERVING AS SECRETARY**

1. To sign official documents of the Commission and other duties as required.
2. To give or serve all notices required by law or by these Bylaws.
3. To prepare the agenda for all meetings of the Commission.
4. To be custodian of Commission records.
5. To inform the Commission of correspondence relating to business of the Commission and to attend to such correspondence.

6. To handle funds allocated to the Commission in accordance with its directives, the law and city regulations.
7. To take the minutes of all meetings of the Commission for typing and filing into the formal minutes.

**SECTION 20. VACANCIES**

The City Clerk will post a vacancy notice. Prospective members must fully complete an official application and return it to the City Clerk’s office in order to be considered. The applications will then be given to the City Council for appointment.

Should a member of the Planning Commission wish to resign prior to the end of their three-year term, the resignation should be made in writing to the Planning Commission Liaison stating the effective date of the resignation. City staff will then see that a new appointment is made by the City Council.

An existing member of a City board, commission, or task force whose term is set to expire must apply for re-appointment to their position and be considered with any applicants for the position.

**SECTION 21. REMOVAL FROM OFFICE**

A member may be removed from the Planning Commission under the following circumstances:

- A) Failure to attend 3 regular meetings in a calendar year unless excused by the City Council.
- B) No longer a primary resident of the City of Le Sueur.
- C) The City Council has the authority to remove any member.

**SECTION 22. AMENDMENTS**

This policy on rules of procedure may be amended at any meeting of the Planning Commission provided that notice of proposed amendment is given to each member in writing at least four (4) days prior to the scheduled meeting. All amendments are subject to City Council review and approval before they take effect.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk

# *Le Sueur Planning Commission*

## ***Oath of Office***

I, \_\_\_\_\_, a Planning Commission appointee of the City of Le Sueur, do affirm that I will faithfully perform the duties of my appointed office, and will support and honor to the best of my ability all applicable laws of the City of Le Sueur, Le Sueur County, and the Constitution of the United States and the State of Minnesota, as well as any appropriate policies or procedures adopted by the Le Sueur City Council or the Planning Commission. I hereby through this oath affirm that I will perform the duties of this public trust in a fair, equitable and ethical manner befitting the dignity and responsibilities of the office to the best of my judgment and ability.

Commissioner

---

Mayor

---

Date

---

