

City Council Regular Meeting Agenda Monday, February 23, 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

Address:
203 South Second Street
Le Sueur, MN 56058

Phone:
(507) 665-6401
Website: www.cityoflesueur.com

REMOTE MEETING ACCESS:

https://bit.ly/lsc_260223

Councilmembers may participate via interactive technology.

1. Call To Order
2. Pledge Of Allegiance
3. Approval Of The Agenda
4. Presentations
- 4.A. Firefighter Retirement Recognition

Documents:

[FIRE DEPARTMENT RETIREMENT - FULL ITEM.PDF](#)

- 4.B. Police Officer Swearing-In - Sergeant Cripps

Documents:

[SERGEANT OATH OF OFFICE - CRIPPS.PDF](#)

- 4.C. Police Officer Swearing-In - Officer Coates

Documents:

[OFFICER OATH OF OFFICE - COATES.PDF](#)

5. 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.

- 5.A. City Council Work Session Minutes 2/09/2026

Documents:

[02.09.2026 WORK SESSION MINUTES.PDF](#)

- 5.B. City Council Minutes 2/09/2026

Documents:

[02.09.26 CC MINUTES.PDF](#)

5.C. Disbursements Through 2/23/2026

Documents:

[EXPENSE APPROVAL REPORT - 2.23.2026.PDF](#)

5.D. Pay Application #3 - Box Hangar

Documents:

[AIRPORT HANGAR PAY APP 3 - FULL ITEM.PDF](#)

5.E. Charter Commission Appointments

Documents:

[CHARTER COMMISSION APPOINTMENTS - FULL ITEM.PDF](#)

6. 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.

7. City Administrator Update

8. Regular Agenda

8.A. Resolution R2026-016 2027 Wastewater Treatment Facility Plan Adoption

Documents:

[R2026-016 - ADOPTION OF WASTEWATER TREATMENT FACILITY PLAN - FULL ITEM.PDF](#)

8.B. Cogeneration Annual Summary

Documents:

[COGENERATION ANNUAL REPORT - FULL ITEM.PDF](#)

8.C. Resolution R2026-013 Cogeneration Avoidable Cost Update

Documents:

[R2026-013 - UPDATES TO 2026 COGENERATION AND PRODUCTION TARIFF - FULL ITEM.PDF](#)

8.D. Resolution R2026-014 MnDOT Box Hangar Companion Grant

Documents:

[MNDOT COMPANION BOX HANGAR GRANT - FULL ITEM.PDF](#)

8.E. Resolution 2026-015 Minor Subdivision

Documents:

[R2026-015 EDA MINOR SUBDIVISION - FULL ITEM.PDF](#)

9. Reports & Items Of Appreciation

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

10. Adjourn



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator
Jesse Wenisch, Fire Chief

SUBJECT: Retirement from the Le Sueur Fire Department

DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

Acknowledge Steve Breaker's retirement from the Le Sueur Fire Department.

SUMMARY

Steve Breaker has served as a firefighter with the Le Sueur Fire Department since 2005, and recently announced his retirement after over 20 years of dedicated service to our community. The Fire Chief and City Administrator ask City Council and the broader community to join in acknowledging Steve's service and thanking him for his commitment to our community's public safety.

ACTION REQUESTED

Acknowledge and thank Steve Breaker for his years of service with the Le Sueur Fire Department.



Le Sueur Police Department
Pilar Stier
Chief of Police

205 South Second Street, Le Sueur, MN 56058

Phone (507) 665-2041 • Fax (507) 665-8952 • email: pstier@cityoflesueur.com

City of Le Sueur Police Sergeant

Oath of Office

I, Robert J. Cripps, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of a Police Sergeant within and for the City of Le Sueur and State of Minnesota.

Sergeant Robert J. Cripps

Chief Pilar Stier

Mayor Shawn Kirby

City Administrator Joe Roby

Date



Le Sueur Police Department
Pilar Stier
Chief of Police

205 South Second Street, Le Sueur, MN 56058

Phone (507) 665-2041 • Fax (507) 665-8952 • email: pstier@cityoflesueur.com

City of Le Sueur Police Officer

Oath of Office

I, Ian Coates, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will faithfully discharge the duties of a Police Officer within and for the City of Le Sueur and State of Minnesota.

Officer Ian Coates

Chief Pilar Stier

Mayor Shawn Kirby

City Administrator Joe Roby

Date

A Work Session of the City Council was held on Monday, February 9, 2026, at 5:00pm in the Council Chambers with Mayor Kirby presiding. Council Members present: Huntington, Nelson, Schlueter, Smith, Sullivan, and Williams. Also participating: City Administrator, Joe Roby, Police Chief, Pilar Stier; Public Services Director, Foster Transburg; Communication/Human Resource Director, Stacy Lawrence

1. Call to Order

2. Regular Agenda:

2A. Discuss City Council Goals

Administrator Roby presented City Council with the 8 goals that City Council set in 2024 to review and discuss. Each goal was presented individually and what, if any, actions were being taken to complete or attempt each goal. There was heavy discussion regarding the goals and what would be needed to complete each goal.

Lindsey Dhaene
City Clerk

A regular meeting of the City Council was held on Monday, February 9, 2026, at 6:30pm in the Council Chambers with Mayor Kirby presiding. Council Members are present: Huntington, Nelson, Schlueter, Smith, Sullivan, and Williams. Also participating: City Administrator, Joe Roby

1. Call to Order

2. Pledge of Allegiance

- 3. Approval of the Agenda:** Motion by Council Member Huntington seconded by Council Member Nelson to approve the agenda as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

4. Presentations

4A. Annual Planning Commission Review

Planning Commission Chairman, Newell Krogmann, presented to City Council that Planning Commission serve their community by following the comprehensive plan. Mr. Krogmann discussed the role of the Planning Commission as an advisory committee, making recommendations to City Council for approval. He discussed the Future of the City Forum that the Planning Commission is responsible for planning. Mr. Krogmann added that in 2025, PC held three public hearings and complimented committee members, Autumn, Colleen, Chris, and Terry, as well as Council Member Schlueter, who is a non-voting member of the PC, for their work last year. The Planning Commission is looking to fill one vacancy.

5. Public Hearing

5A. Easement Vacation – Turril Street and Elmwood Avenue

Administrator Roby presented to City Council a request to consider a blanket vacation of an electric easement in the area of Turril Street and Elmwood Avenue that was established in 1967. The easement covers several acres but is not specific to installed electrical infrastructure and impinges on development.

Motion by Council Member Schlueter seconded by Council Member Sullivan to open the public hearing. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

No members of the public were present to speak.

Motion by Council Member Huntington seconded by Council Member Sullivan to close the public hearing. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

6A. City Council Minutes January 26, 2026

6B. Disbursements Through February 9, 2026

Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

7. Public Comment

Brad Bisek, 217 Elmwood Avenue, asked Administrator Roby and City Council to create a QR code to make following along easier, as the smaller font can be difficult to read.

8. City Administrator Report

Administrator Roby reminded citizens to sign up for SmartHub! Law enforcement union negotiations continue tomorrow and are close to being finalized. The EDA held a special meeting last week and are preparing to close on Park Elementary and the vacant land along Kingsway. There is a Planning Commission meeting on Thursday and Administrator Roby will be speaking at LSH Career Day on Friday. City offices will be closed on Monday the 16th for President's Day and the next City Council meeting will be held February 23rd. Administrator Roby thanked council members for a good Work Session, held prior to tonight's meeting.

9. Regular Agenda:**9A. Second and Final Reading of Ordinance 619 – Miller Homes Planned Unit Development**

Administrator Roby presented ordinance 619 for the second reading to allow for a planned unit development (PUD) at the southwest corner of Turril Street and Elmwood Avenue. The developer applied for a PUD to build three single family homes but to allow for flexibility with lot width for one of the three lots. The PUD meets the review criteria found in the zoning ordinance and a public hearing was conducted at the Planning Commission meeting on January 8th. City Council waived the first reading of the ordinance at the January 26th meeting.

Motion by Council Member Schlueter seconded by Council Member Huntington to waive the second reading of ordinance 619 and approve as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

9B. Resolution R2026-011: 2026 Summary Publication for Ordinance 619

Administrator Roby presented City Council with resolution R2026-011 that approves the publishing of a summary of ordinance 619 instead of the entire lengthy ordinance.

Motion by Council Member Huntington seconded by Council Member Sullivan to adopt resolution R2026-011 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

Administrator Roby presented City Council with resolution R2026-008 that approves the vacation of the public utility easement located at Turril and Elmwood. A public hearing was held earlier in the meeting to hear from any members of the public who wished to speak on the issue but no members of the public were present to speak about the matter. Blanket easements were common at the time it was established but can restrict development and there is no public utility infrastructure on the parcel where the vacation is being requested.

Motion by Council Member Williams seconded by Council Member Sullivan to approve resolution R2026-008 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

Administrator Roby presented City Council with resolution R2026-010 which approves a minor subdivision to allow for the development of three single family homes at Turril Street and Elmwood

Avenue. The minor subdivision appears to meet the review criteria and is being recommended for approval by the Planning Commission. Staff were also directed by City Council at it's previous meeting to bring a resolution with findings of approval.

Motion by Council Member Huntington seconded by Council Member Schlueter to approve resolution R2026-010 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

9E. Second and Final Reading Ordinance 616 Amending City Charter

Administrator Roby presented City Council with ordinance 616 for the second and final reading, that amends the city charter as it pertains to election related petitions. The first reading was conducted November 10th, 2025 and the public hearing was held December 8, 2025. Questions arose regarding some of the amended language and the second reading was tabled and sent back to legal counsel for clarification. City Council was presented with an amended version of ordinance 616 that clarifies all signature requirement numbers.

Motion by Council Member Nelson seconded by Council Member Huntington to waive the second and final reading of ordinance 616 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

Administrator Roby presented City Council with resolution R2026-004 that would allow staff to publish a summary of ordinance 616. 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 Huntington to approve resolution R2026-004 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

Administrator Roby presented resolution R2026-012 that would authorize staff to sign the purchase agreement for 19.31 acres (5.71 acres which are donated) to allow for expansion of the current runway. In 2023, funds were budgeted in the capital improvement plan to cover the city's share but the sale never took place. The FAA and MnDOT would cover 97.5% of the acquisition.

Motion by Council Member Huntington seconded by Council Member Schlueter to approve resolution R2026-012 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

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

The City of Le Sueur along with Le Sueur County entered into a joint tax abatement agreement in 2007 on three parcels in city limits. Funds were to be used for Cambria Avenue and Hwy 169 J-turns but those projects have since been completed so the joint committee are recommending termination of the abatement and recommending a modified joint powers agreement that will outline the use of the remaining funds. Discussion was held regarding how the funds could be used within the city.

Motion by Council Member Schlueter seconded by Council Member Sullivan to approve resolution R2026-009 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

9I. Planning Commission Policy and Procedure Manual 2026

Administrator Roby presented to City Council that the Planning Commission reviews its policies and procedures each year with the review being held at their January 2026 meeting. The Planning Commission is making no recommended changes to their policies and procedures for City Council to review and adopt.

Motion by Council Member Schlueter seconded by Council Member Sullivan to approve the Planning Commission Policy and Procedures for 2026 as presented. Voting in favor: Huntington, Kirby, Nelson, Schlueter, Smith, Sullivan, and Williams. Voting no: None. Motion passed 7-0.

10. Comments/Reports/Items of Appreciation:

- Huntington: Nothing to Report
- Nelson: Nothing to Report
- Schlueter: Attended a Le Sueur County Officials meeting on the 28th and a special EDA meeting on the 29th. Will be attending a Region 9 meeting, Planning Commission meeting, and a Le Sueur Chamber meeting. If time allows he will also be attending a public hearing at Le Sueur County on the County's Comprehensive Plan on Tuesday the 17th at 10am.
- Smith: Nothing to Report
- Sullivan: Nothing to Report
- Williams: Congratulations to the students who participated in the One Act Play, it was incredible! Good luck to all winter sport athletes as they begin to head into playoffs, we are rooting for you!
- Kirby: Read a statement regarding the request for an electronic signature he received on a letter being circulated to Minnesota Mayors pertaining to the alleged fraud in the state and why he won't be signing it.

Motion by Council Member Huntington to adjourn meeting at 7:19pm.

Lindsey Dhaene
City Clerk



Council Approval Report for February 23, 2026

By Fund

Post Dates 2/10/2026 - 2/23/2026

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
Fund: 101 - GENERAL FUND				
101-4-32210	MN DEPT OF LABOR & INDUSTRY	BUILDING PERMIT SURCHARGE-2025 Q3	2025-Q3	636.56
101-4-32210	MN DEPT OF LABOR & INDUSTRY	163.94	2025-Q4	163.94
				800.50
Department: 41110 - CITY COUNCIL				
101-41110-331	NEWELL KROGMANN	MMPA BOARD MEETING MILEAGE	2.23.26	45.53
				Department 41110 - CITY COUNCIL Total: 45.53
Department: 41320 - CITY ADMINISTRATOR				
101-41320-201	AMAZON CAPITAL SERVICES	STAPLES	17QD-93XC-	6.64
101-41320-201	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1VKD-	89.80
101-41320-201	AMAZON CAPITAL SERVICES	HIGHLIGHTERS	1VMQ-C331-	5.36
101-41320-201	STACY LAWRENCE	BOTTLED WATER	2.23.26	6.98
101-41320-201	INNOVATIVE OFFICE SOLUTIONS LL	TAPE	IN5057162	30.95
101-41320-201	INNOVATIVE OFFICE SOLUTIONS LL	NOTARY STAMP-LD	IN5058415	33.93
101-41320-433	CGMC	2026 CGMC DUES	10960	7,765.00
				Department 41320 - CITY ADMINISTRATOR Total: 7,938.66
Department: 41530 - ACCOUNTING				
101-41530-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	1,266.25
101-41530-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	926.88
				Department 41530 - ACCOUNTING Total: 2,193.13
Department: 41610 - LEGAL				
101-41610-304	FLAHERTY & HOOD P.A.	JANUARY 2026 LEGAL SERVICES	24453	1,155.00
101-41610-304	FLAHERTY & HOOD P.A.	JANUARY 2026 LABOR LEGAL SERVICES	24580	1,743.75
				Department 41610 - LEGAL Total: 2,898.75
Department: 41910 - PLANNING AND ZONING				
101-41910-314	BOLTON & MENK	RIDGE ROAD DEVELOPMENT	0387032	144.00
101-41910-314	WSB & ASSOCIATES	2025 PUBLIC PLANNING PROJECTS	R-026648-	1,125.00
101-41910-314	WSB & ASSOCIATES	2025 PUBLIC PLANNING PROJECTS-	R-026648-	1,487.50
				Department 41910 - PLANNING AND ZONING Total: 2,756.50
Department: 41940 - GOVERNMENT BUILDINGS				
101-41940-383	CENTERPOINT ENERGY	203 S 2ND ST GAS UTILITIES	6067088-	981.06
				Department 41940 - GOVERNMENT BUILDINGS Total: 981.06
Department: 42120 - POLICE DEPARTMENT				
101-42120-201	AMAZON CAPITAL SERVICES	LABEL PRINTER & WEBCAM	1XH7-VD3P-	371.48
101-42120-201	JENNY CUMMINS	SUBSCRIPTION FOR PD CAMERA IN TEMP	INV0013237	39.99
101-42120-309	MORRIS ELECTRONICS INC	IT WORK	18308	62.50
101-42120-309	MORRIS ELECTRONICS INC	IT WORK	18355	62.50
101-42120-309	MORRIS ELECTRONICS INC	IT WORK-FIREPOWER DOWN	18458	250.00
101-42120-309	MORRIS ELECTRONICS INC	IT WORK	18492	125.00
101-42120-321	AT&T	PD CELL PHONES-JAN 2026	2873434463	288.94
101-42120-321	OFFICE OF MN IT SERVICES	LANGUAGE LINE	W25120513	51.45
101-42120-400	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4259743764	192.58
101-42120-401	MENARDS - MANKATO	PD MITIGATION PROJECT	16270	390.50
101-42120-401	AMAZON CAPITAL SERVICES	PD MITIGATION PROJECT-	1QXQ-R61M-	420.86
101-42120-431	NAPA AUTO PARTS	WASHER FLUID & OIL	570483	43.76
101-42120-431	NAPA AUTO PARTS	CABIN AIR FILTER	570726	31.03
101-42120-431	NAPA AUTO PARTS	CABIN AIR FILTER	570782	23.04
101-42120-431	NAPA AUTO PARTS	CLEANERS FOR SQUADS	570895	63.91
101-42120-431	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	153.27
101-42120-433	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	21.25
101-42120-437	RADERMACHER'S	POPCORN FOR SKATE WITH A COP	00111936	42.71
101-42120-437	RADERMACHER'S	POPCORN SEASONING - SKATE WITH A COP	00128383	11.59

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
101-42120-437	LECENTER FLORAL	HAUGEN SERVICE ARRANGEMENT	2353776	190.89
101-42120-452	TRUSTWORTHY HARDWARE OF LE	KEYS FOR SQUAD RINGS	220905	9.96
Department 42120 - POLICE DEPARTMENT Total:				2,847.21
Department: 42401 - BUILDING CODE ENFORCEMENT				
101-42401-437	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	21.25
Department 42401 - BUILDING CODE ENFORCEMENT Total:				21.25
Department: 43121 - STREET DEPARTMENT				
101-43121-216	MATHESON TRI-GAS INC	WELDING GAS	0032804669	67.30
101-43121-217	SAFE-FAST INC.	SAFETY HARNESS	INV320213	175.71
101-43121-303	BOLTON & MENK	DNR LEGION PARK GRANT	0387070	8,538.00
101-43121-321	AT&T	CELL PHONES	2873489002	331.58
101-43121-383	CENTERPOINT ENERGY	220 PECK GAS UTILITIES	5961974-	2,038.37
101-43121-383	CENTERPOINT ENERGY	1213 HAZEL GAS UTILITIES	5961978-	1,086.74
101-43121-400	COLE PAPERS INC.	CLEANING SUPPLIES	10679508	140.30
101-43121-401	NAPA AUTO PARTS	FLOOR DRY	570452	59.95
101-43121-401	NAPA AUTO PARTS	GRINDER CARBIDES	570457	41.98
101-43121-401	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	158.60
101-43121-404	COOPERATIVE TIRE & AUTO	PW-34 TIRE REPAIR	36872	445.26
101-43121-404	GRAHAM'S VALLEY AG	PW-55 REPAIR	40948	225.41
101-43121-404	NAPA AUTO PARTS	PW-08 REPAIRS	570926	138.06
101-43121-404	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	153.27
101-43121-404	EQUIPMENT BLADES INC.	GRADER CUTTING EDGES	INV/2026/00	740.00
101-43121-404	EQUIPMENT BLADES INC.	PLOW CUTTING EDGES	INV/2026/00	1,673.82
101-43121-404	SANCO EQUIPMENT LLC	OIL FILTER	PS2049686-1	30.22
101-43121-433	MPSFMA	MPSFMA MEMBERSHIP	0507	380.00
101-43121-433	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	318.75
Department 43121 - STREET DEPARTMENT Total:				16,743.32
Department: 45500 - LIBRARY MAINTENANCE				
101-45500-383	CENTERPOINT ENERGY	118 FERRY GAS UTILITIES	5992410-	530.40
Department 45500 - LIBRARY MAINTENANCE Total:				530.40
Department: 49200 - UNALLOCATED EXPENDITURES				
101-49200-460	CENTERPOINT ENERGY	601 S. 5TH ST GAS UTILITIES	5981086-	886.21
101-49200-460	CTS CONSTRUCTION & TREE SERVICE	SNOW REMOVAL	6243	495.00
Department 49200 - UNALLOCATED EXPENDITURES Total:				1,381.21
Fund 101 - GENERAL FUND Total:				39,137.52
Fund: 225 - FIRE SERVICE FUND				
Department: 42200 - FIRE SERVICE				
225-42200-217	DINGES FIRE COMPANY	NEW HELMET	82713	466.87
225-42200-221	NAPA AUTO PARTS	LIGHT SOCKET/BULBS	570778	23.52
225-42200-321	AT&T	FD CARES CRADLE POINT-JAN 2026	2873368872	33.74
225-42200-383	CENTERPOINT ENERGY	950 KINGSWAY GAS UTILITIES	5992392-	1,410.18
225-42200-401	AMAZON CAPITAL SERVICES	DOOR LOCKS	1KP1-7QVG-	131.96
Department 42200 - FIRE SERVICE Total:				2,066.27
Fund 225 - FIRE SERVICE FUND Total:				2,066.27
Fund: 235 - AIRPORT FUND				
Department: 49810 - AIRPORT ADMINISTRATION				
235-49810-326	SCOTT'S HELICOPTER SERVICE INC	A/D PAYMENT	2.23.26	238.70
235-49810-382	SCOTT'S HELICOPTER SERVICE INC	UTILITIES	2.23.26	175.00
235-49810-383	CENTERPOINT ENERGY	780 ELMWOOD GAS UTILITIES	8747362-	341.87
235-49810-425	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	21.25
Department 49810 - AIRPORT ADMINISTRATION Total:				776.82
Fund 235 - AIRPORT FUND Total:				776.82

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
Fund: 321 - 2010 MEDICAL FACILITY BOND				
Department: 47000 - DEBT SERVICE				
321-47000-620	BAKER TILLY MUNICIPAL ADVISORS	2010 FINAL ARBITRAGE REPORT	BT3491736	3,750.00
Department 47000 - DEBT SERVICE Total:				3,750.00
Fund 321 - 2010 MEDICAL FACILITY BOND Total:				3,750.00
Fund: 420 - CAPITAL IMPROVEMENT FUND				
Department: 49250 - GENERAL CAPITAL IMPROVEMENTS				
420-49250-510	SHORT ELLIOTT HENDRICKSON INC	AIRPORT BOX HANGAR CONSTRUCTION	502856	15,760.00
420-49250-510	RAM GENERAL CONTRACTING, INC.	AIRPORT HANGAR - PAY APP 3	PAY APP 3	15,316.25
420-49250-560	MINNESOTA DEPT OF ADMINISTRATIONSQUAD LEASE		2026060011	1,202.12
420-49250-560	MINNESOTA DEPT OF ADMINISTRATIONSQUAD LEASE		2026070011	1,202.12
420-49250-560	SWIFTWALL	PD MITIGATION PROJECT-TEMP WALLS	5352	6,951.08
420-49250-560	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	59.48
420-49250-560	NORTH CENTRAL	INSTALL SQUAD CAMERA IN CSO SQUAD	814834	387.50
420-49250-580	W.W. BLACKTOPPING, INC.	MAAG ST PAVEMENT	25525	13,100.00
Department 49250 - GENERAL CAPITAL IMPROVEMENTS Total:				53,978.55
Fund 420 - CAPITAL IMPROVEMENT FUND Total:				53,978.55
Fund: 431 - 2025 N 4TH ST IMPROVEMENT				
Department: 93121 - STREET IMPROVEMENTS				
431-93121-303	BOLTON & MENK	2025 STREET/UTILITY IMPROVEMENTS	0387030	2,754.90
Department 93121 - STREET IMPROVEMENTS Total:				2,754.90
Fund 431 - 2025 N 4TH ST IMPROVEMENT Total:				2,754.90
Fund: 601 - WATER UTILITY FUND				
601-16569	BOLTON & MENK	2025 STREET/UTILITY IMPROVEMENTS	0387030	9,536.18
Department: 49410 - POWER AND PUMPING				
601-49410-387	CENTERPOINT ENERGY	701 BORIGHT GAS UTILITIES	5981090-	385.94
601-49410-388	CENTERPOINT ENERGY	705 BORIGHT GAS UTILITIES	5981106-	314.79
Department 49410 - POWER AND PUMPING Total:				700.73
Department: 49420 - PURIFICATION				
601-49420-216	HAWKINS, INC.	CL2	7330076	418.00
601-49420-312	UTILITY CONSULTANTS INC	LAB TESTING	126637	94.61
601-49420-312	USA BLUEBOOK	FLUORIDE REAGENT	INV0086810	983.56
Department 49420 - PURIFICATION Total:				1,496.17
Department: 49430 - DISTRIBUTION				
601-49430-244	FERGUSON ENTERPRISES, INC	WATERMAIN PIPE REPAIR PARTS	0558972	1,349.20
601-49430-244	FERGUSON ENTERPRISES, INC	WATERMAIN REPAIR PARTS	0558991	1,679.52
601-49430-244	WATER CONSERVATION SERVICES INC	7TH ST-WATERMAIN BREAK LEAK DETECTION	150615	561.46
601-49430-244	CTS CONSTRUCTION & TREE SERVICE	WATERMAIN REPAIR-S 7TH ST	6196	4,750.00
Department 49430 - DISTRIBUTION Total:				8,340.18
Department: 49440 - ADMINISTRATION & GENERAL				
601-49440-217	COLE PAPERS INC.	CLEANING SUPPLIES	10676496	55.56
601-49440-220	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	71.14
601-49440-220	SANCO EQUIPMENT LLC	HYDRAULIC FILTER-T300	PS2048778-1	16.16
601-49440-221	NORSELAND HEATING & COOLING	DEHUMIDIFIER REPAIR	1-27-26	200.00
601-49440-221	TOTAL FILTRATION SERVICES INC	AIR FILTERS	2847812-00	277.92
601-49440-221	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	29.73
601-49440-221	SPS COMPANIES, INC.	AIR FILTER	S5183460.00	266.88
601-49440-304	FLAHERTY & HOOD P.A.	WATER CODE/SIU	24473	4,388.75
601-49440-314	ADVANCED ENGINEERING &	I/C SERVICES	108683	87.75
601-49440-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	1,519.50
601-49440-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	1,112.25
601-49440-321	AT&T	CELL PHONES	2873489002	42.90
601-49440-322	NISC	JANUARY 2026 MISC	652593	71.34
601-49440-401	TRUSTWORTHY HARDWARE OF LE	SOIL	220859LSWA	10.99
601-49440-425	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	95.63
601-49440-436	GOPHER STATE ONE CALL	LOCATES	6010542	33.10

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
601-49440-500	ADVANCED ENGINEERING &	SCADA CONTROLS PROJECT	108684	2,076.50
601-49440-500	ADVANCED ENGINEERING &	WTP REHAB DESIGN	108713	59,176.25
601-49440-500	FLAHERTY & HOOD P.A.	JANUARY 2026 LEGAL SERVICES	24453	210.00
601-49440-500	NUESSMEIER ELECTRIC	BLD D-ELECTRICAL REPLACEMENT	54664	2,183.50
Department 49440 - ADMINISTRATION & GENERAL Total:				71,925.85
Fund 601 - WATER UTILITY FUND Total:				91,999.11
Fund: 602 - SEWER UTILITY FUND				
602-16569	BOLTON & MENK	2025 STREET/UTILITY IMPROVEMENTS	0387030	6,569.36
				6,569.36
Department: 49470 - SEWER LIFT STATIONS				
602-49470-217	COLE PAPERS INC.	CLEANING SUPPLIES	10676496	55.56
602-49470-220	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	71.13
602-49470-221	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	29.73
602-49470-228	SANCO EQUIPMENT LLC	HYDRAULIC FILTER-T300	PS2048778-1	16.16
602-49470-242	FERGUSON ENTERPRISES, INC	LIFT STATION 4 MIXER	0557705	1,984.00
602-49470-303	BOLTON & MENK	PECK & VINE ST BOUNDARY SURVEY	0387072	3,377.50
602-49470-314	ADVANCED ENGINEERING &	I/C SERVICES	108683	87.75
602-49470-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	151.95
602-49470-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	111.22
602-49470-321	AT&T	CELL PHONES	2873489002	42.90
602-49470-425	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	31.87
602-49470-436	GOPHER STATE ONE CALL	LOCATES	6010542	33.10
Department 49470 - SEWER LIFT STATIONS Total:				5,992.87
Department: 49480 - SEWER TREATMENT PLANTS				
602-49480-207	FOSTER TRANSBURG	TRAINING REIMBURSEMENT	2.23.26	25.00
602-49480-216	NEO WATER TREATMENT LLC	FX300 CHEMICAL	IN001362	41,282.10
602-49480-217	COLE PAPERS INC.	CLEANING SUPPLIES	10676496	55.56
602-49480-221	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	29.74
602-49480-228	NUESSMEIER ELECTRIC	INFLUENT PH ANALYZER & FAN	54651	597.18
602-49480-228	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	71.13
602-49480-228	SANCO EQUIPMENT LLC	HYDRAULIC FILTER-T300	PS2048778-1	16.16
602-49480-303	ADVANCED ENGINEERING &	PFAS SOURCE IDENTIFICATION/INDUSTRIAL	108790	861.00
602-49480-304	FLAHERTY & HOOD P.A.	WATER CODE/SIU	24473	275.00
602-49480-312	UTILITY CONSULTANTS INC	LAB TESTING	126613	1,804.75
602-49480-312	UTILITY CONSULTANTS INC	LAB TESTING	126704	1,983.96
602-49480-314	ADVANCED ENGINEERING &	I/C SERVICES	108683	87.75
602-49480-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	455.85
602-49480-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	333.68
602-49480-321	AT&T	CELL PHONES	2873489002	42.90
602-49480-322	NISC	JANUARY 2026 MISC	652593	40.77
602-49480-383	CENTERPOINT ENERGY	COUNTY RD 28 GAS UTILITIES	7728138-	25.65
602-49480-383	CENTERPOINT ENERGY	1500 COMMERCE BLDG A GAS UTILITIES	7745656-	7,718.38
602-49480-425	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	31.87
Department 49480 - SEWER TREATMENT PLANTS Total:				55,738.43
Department: 49485 - SEWER BIOSOLIDS				
602-49485-217	COLE PAPERS INC.	CLEANING SUPPLIES	10676496	55.57
602-49485-220	VESSCO, CO.	SEEPX PUMP & STATORS	100075	29,760.61
602-49485-220	SCHAEFFER MFG. CO.	VEHICLE WASH	CDW1359-	71.14
602-49485-221	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	29.74
602-49485-228	SANCO EQUIPMENT LLC	HYDRAULIC FILTER-T300	PS2048778-1	16.18
602-49485-314	ADVANCED ENGINEERING &	I/C SERVICES	108683	87.75
602-49485-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	151.95
602-49485-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	111.22
602-49485-321	AT&T	CELL PHONES	2873489002	42.89
602-49485-383	CENTERPOINT ENERGY	1500 COMMERCE BLDG B GAS UTILITIES	7745658-	2,601.02
602-49485-425	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	31.88
Department 49485 - SEWER BIOSOLIDS Total:				32,959.95

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
Department: 49490 - ADMINISTRATION & GENERAL				
602-49490-500	BOLTON & MENK	ZION CHURCH UTILITY IMPROVEMENT	0387033	43.34
602-49490-500	ADVANCED ENGINEERING &	SCADA CONTROLS PROJECT	108684	2,076.50
602-49490-500	ADVANCED ENGINEERING &	MAYO PARK LIFT STATION	108685	1,255.50
602-49490-500	ADVANCED ENGINEERING &	WWTF ASSESSMENT	108789	12,564.60
602-49490-500	ADVANCED ENGINEERING &	PFAS SOURCE IDENTIFICATION/INDUSTRIAL	108790	4,841.00
602-49490-500	NUESSMEIER ELECTRIC	BLD D-ELECTRICAL REPLACEMENT	54664	2,183.50
Department 49490 - ADMINISTRATION & GENERAL Total:				22,964.44
Fund 602 - SEWER UTILITY FUND Total:				124,225.05
Fund: 604 - ELECTRIC UTILITY FUND				
604-16569	WESCO RECEIVABLES CORP.	PULLING LUBE	663104	610.44
604-16569	WESCO RECEIVABLES CORP.	#10 TRACER WIRE	663565	3,300.00
				3,910.44
Department: 49570 - TRANSMISSION & DISTRIBUTION				
604-49570-210	NORTHERN SAFETY CO, INC	GLOVES	907400725	114.90
604-49570-210	STUART C. IRBY COMPANY	GLOVE TESTING	S014466737.	529.05
604-49570-221	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	361.25
604-49570-221	GRAHAM'S VALLEY AG	BATTERY	40979	79.95
604-49570-221	B & H PETROLEUM EQUIPMENT	FUEL SERVICE/REPAIR	59072	59.48
604-49570-221	C & S SUPPLY	CHAINSAW REPAIR	919988	96.46
604-49570-221	C & S SUPPLY	CHAINSAW REPAIR	919989	85.13
604-49570-230	HERCULES INDUSTRIES INC	LOCKS	128859	601.43
604-49570-240	AMAZON CAPITAL SERVICES	CRIMPER DIES	1F3L-J3WW-	110.70
604-49570-240	AMAZON CAPITAL SERVICES	IMPACT SOCKET ADAPTER	1N44-LC4Q-	88.00
604-49570-240	TRUSTWORTHY HARDWARE OF LE	BUTANE	221136LSM	6.49
604-49570-240	WESCO RECEIVABLES CORP.	PULLING GRIPS	661163	1,098.20
604-49570-383	CENTERPOINT ENERGY	505 BORIGHT GAS UTILITIES	5974324-	630.68
Department 49570 - TRANSMISSION & DISTRIBUTION Total:				3,861.72
Department: 49590 - ADMINISTRATION & GENERAL				
604-49590-201	AMAZON CAPITAL SERVICES	PRINTER PAPER	16XF-CWGR-	18.99
604-49590-217	MENARDS - MANKATO	SOAP	16141	44.86
604-49590-307	EMILLIE ACKERMAN	STRING LIGHT REBATE	2.23.26	10.00
604-49590-307	GARY SCOTT	STRING LIGHT REBATE	2.23.26	10.00
604-49590-308	MARLENE GROVES	APPLIANCE REBATE	2.23.26	25.00
604-49590-314	ABDO	JANUARY 2026 PAYROLL SERVICES	518134	1,519.50
604-49590-314	ABDO	JANUARY 2026 AUDIT PREP (2025)	518653	1,112.25
604-49590-321	MAS COMMUNICATIONS	MONTHLY ANSWERING SERVICES	2601000521	169.56
604-49590-321	AT&T	CELL PHONES	2873489002	184.19
604-49590-322	NISC	JANUARY 2026 MISC	652593	91.73
604-49590-401	SPEE DEE DELIVERY SERVICE INC	SHIPPING	1410799	21.45
604-49590-433	AMERICAN PUBLIC POWER	POWER TRX SUBSCRIPTION	000216728	475.00
604-49590-437	HENDERSON INDEPENDENT	TURRIL ST BLANKET EASEMENT VACATION	1.26.26	78.00
604-49590-437	AMAZON CAPITAL SERVICES	PULLING TAPE/SOLDERING IRON	14VM-6P71-	211.81
604-49590-437	INNOVATIVE OFFICE SOLUTIONS LL	PAPER PRODUCTS	IN5055152	51.30
604-49590-500	MARCO	SCADA PROJECT	INV1460264	5,790.00
604-49590-500	STUART C. IRBY COMPANY	BOX PAD	S014472992.	1,955.00
Department 49590 - ADMINISTRATION & GENERAL Total:				11,768.64
Fund 604 - ELECTRIC UTILITY FUND Total:				19,540.80
Fund: 605 - STORM WATER UTILITY FUND				
605-16569	BOLTON & MENK	2025 STREET/UTILITY IMPROVEMENTS	0387030	2,331.06
				2,331.06
Department: 43150 - STORM DRAINAGE				
605-43150-500	BOLTON & MENK	ZION CHURCH UTILITY IMPROVEMENT	0387033	21.66
Department 43150 - STORM DRAINAGE Total:				21.66
Fund 605 - STORM WATER UTILITY FUND Total:				2,352.72

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
Fund: 607 - REFUSE & RECYCLING				
Department: 49650 - 49650 - MISSING DESCRIPTION				
607-49650-385	WASTE MANAGEMENT OF WI-MN	JANUARY 2026 REFUSE SERVICES	7434507-	26,079.34
607-49650-437	NISC	JANUARY 2026 MISC	652593	500.00
Department 49650 - 49650 - MISSING DESCRIPTION Total:				26,579.34
Fund 607 - REFUSE & RECYCLING Total:				26,579.34
Fund: 615 - RECREATION FUND				
Department: 45120 - GENERAL FACILITY				
615-45120-201	AMAZON CAPITAL SERVICES	NEW MONITOR	1PR4-F6464-	89.00
615-45120-201	CULLIGAN ULTRAPURE	WATER	34513900-	67.25
615-45120-211	COLE PAPERS INC.	CLEANING SUPPLIES	10682548	450.51
615-45120-211	COLE PAPERS INC.	GARBAGE BAGS	10684562	136.54
615-45120-343	ADGLOBAL	ADVERTISEMENT	9710	257.99
615-45120-383	CENTERPOINT ENERGY	821 FERRY ST GAS UTILITIES	6080892-	794.78
615-45120-383	CENTERPOINT ENERGY	103 S 6TH ST GAS UTILITIES	6402946874-	65.00
615-45120-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4258984257	23.53
615-45120-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4259743753	23.51
615-45120-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4259743753	23.55
615-45120-433	DRIVER & VEHICLE SERVICE	2026 REGISTRATION RENEWALS	2.23.2023	21.25
Department 45120 - GENERAL FACILITY Total:				1,952.91
Department: 45121 - FITNESS CENTER				
615-45121-240	TRUSTWORTHY HARDWARE OF LE	FIT EQUIPMENT REPAIR	221483LSCO	4.49
615-45121-343	ADGLOBAL	ADVERTISEMENT	9710	257.99
615-45121-383	CENTERPOINT ENERGY	821 FERRY ST GAS UTILITIES	6080892-	953.74
615-45121-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4258984257	23.53
615-45121-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4259743753	23.53
Department 45121 - FITNESS CENTER Total:				1,263.28
Department: 45122 - GYM / RACQUETBALL				
615-45122-343	ADGLOBAL	ADVERTISEMENT	9710	257.99
615-45122-383	CENTERPOINT ENERGY	821 FERRY ST GAS UTILITIES	6080892-	476.87
615-45122-385	CINTAS CORPORATION LOC. 88005	RUG SERVICE	4258984257	23.53
Department 45122 - GYM / RACQUETBALL Total:				758.39
Department: 45125 - ICE ARENA				
615-45125-223	MENARDS - MANKATO	ARENA BATHROOM FAUCET REPLACEMENT	16135	21.99
615-45125-223	AFFORDABLE JETTING	SNOW PIT DRAIN LINE	27736	300.00
615-45125-343	ADGLOBAL	ADVERTISEMENT	9710	257.99
615-45125-383	CENTERPOINT ENERGY	821 FERRY ST GAS UTILITIES	6080892-	794.78
615-45125-437	CENTRAL UNITED COOPERATIVE	SOFTENER SALT	303437	115.50
Department 45125 - ICE ARENA Total:				1,490.26
Department: 45126 - PROGRAMS				
615-45126-218	AMAZON CAPITAL SERVICES	CORN HOLE BOARDS	131Q-Y3F6-	183.25
615-45126-218	AMAZON CAPITAL SERVICES	NEW PROGRAM EQUIPMENT	1RWX-	268.25
615-45126-321	AT&T	CELL PHONES	2873489002	33.74
615-45126-383	CENTERPOINT ENERGY	821 FERRY ST GAS UTILITIES	6080892-	158.96
Department 45126 - PROGRAMS Total:				644.20
Department: 45127 - GOLF SIMULATOR				
615-45127-343	ADGLOBAL	ADVERTISEMENT	9710	257.99
Department 45127 - GOLF SIMULATOR Total:				257.99
Fund 615 - RECREATION FUND Total:				6,367.03
Fund: 701 - INFORMATION TECHNOLOGY FUND				
Department: 43125 - INFORMATION TECHNOLOGY EXPENSE				
701-43125-372	MARCO	CITY HALL UPS REPLACEMENT PROJECT	INV1490257	1,852.00
701-43125-373	NISC	JANUARY 2026 UTILITY BILLING MAILING	651776	2,340.57
701-43125-373	NISC	JANUARY 2026 MISC	652593	58.52
701-43125-373	NISC	JANUARY 2026 RECURRING	653312	5,277.58

Council Approval Report for February 23, 2026

Post Dates: 2/10/2026 - 2/23/2026

Account Number	Vendor Name	Description (Item)	Payable Number	Amount
701-43125-373	MARCO	FEBRUARY 2026 OFFICE 365 SUBSCRIPTION	INV1491128	1,644.81
			Department 43125 - INFORMATION TECHNOLOGY EXPENSE Total:	11,173.48
			Fund 701 - INFORMATION TECHNOLOGY FUND Total:	11,173.48
			Grand Total:	384,701.59

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	39,137.52
225 - FIRE SERVICE FUND	2,066.27
235 - AIRPORT FUND	776.82
321 - 2010 MEDICAL FACILITY BOND	3,750.00
420 - CAPITAL IMPROVEMENT FUND	53,978.55
431 - 2025 N 4TH ST IMPROVEMENT	2,754.90
601 - WATER UTILITY FUND	91,999.11
602 - SEWER UTILITY FUND	124,225.05
604 - ELECTRIC UTILITY FUND	19,540.80
605 - STORM WATER UTILITY FUND	2,352.72
607 - REFUSE & RECYCLING	26,579.34
615 - RECREATION FUND	6,367.03
701 - INFORMATION TECHNOLOGY FUND	11,173.48
Grand Total:	384,701.59

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

DATE: February 23, 2026

APPROVED BY: _____



Joe Roby

City Administrator

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

AE2S – WTP Rehab Design (2025 Water CIP)	\$ 59,176.25
Neo Water Treatment LLC – FX300 Chemical	\$ 41,282.10
Vessco Co. – Seepex Pump & Stators	\$ 29,760.61
Waste Management – January 2026 Refuse Services	\$ 26,079.34



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator

SUBJECT: Approve Pay Application Number 3: Airport Hangar

DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

Consider the approval of Pay Application Number 3 to RAM General Contracting for the Airport Hangar Project.

SUMMARY

Contractor RAM General Contracting continues work on construction of a City-owned hangar at the Le Sueur Municipal Airport. The contractor has submitted Pay Application Number 3 totaling \$15,316.25. Total contract amount for the project was \$364,019.00 and is slated to be reimbursed at 97.5% by FAA and MnDOT grant awards.

ACTION REQUESTED

Staff recommends the approval of Pay Application Number 3 to RAM General Contracting as presented.

Alternate Actions:

- No action / Denial: Pay Application will not be approved, and payment shall not be issued, unless otherwise advised by City Council.
- Modification of Recommendation: This is always an option for City Council.

Application for Payment
(Unit Price Contract)
No. 3

Eng. Project No.: LESUM 171990

Location: Le Sueur Municipal Airport

Contractor RAM General Contracting, Inc.
592 Industrial Blvd
Windsted, MN 55395

Contract Date September 18, 2025

Pay This Amount: \$ 15,316.25

Contract Amount \$ 364,019.00

Contract for 2025 Box Hangar Construction

Application Date 2.11.26

For Period Ending 1.30.26

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	General Conditions	LS	1	0.95	\$43,619.00	\$41,438.05
2051.501	Maintenance and Restoration of Haul	LS	1	0.75	1,650.00	\$1,237.50
C-102	Sediment Control Log, Type Wood	LF	100	100	4.00	\$400.00
C-105	Mobilization	LS	1	0.95	10,747.00	\$10,209.65
1000	Concrete Floor and, apron slab	CY	50		438.00	
1001	Piers and pad footings	CY	15	15	1,320.00	\$19,800.00
1004	Wood Framed Hangar Building	LS	1	1	163,309.00	\$163,309.00
1005	Bi Fold Door	LS	1	1	24,403.00	\$24,403.00
1006	Structure Excavation	CY	350	350	28.00	\$9,800.00
1007	Structure Backfill	CY	250	250	39.00	\$9,750.00
1008	Doors and Windows	LS	1	1	4,803.00	\$4,803.00
3000	Building Electrical	LS	1	1	21,054.00	\$21,054.00
3002	Electrical Service Conductors &	LS	1	1	16,099.00	\$16,099.00
2105.601	Site Grading	LS	1		2,475.00	
2211.503	Aggregate Base (CV), Class 5	CY	40	130	61.00	\$7,930.00
2301.504	Concrete Pavement (5" Thick)	SY	120		66.00	
2575.501	Turf Establishment	LS	1		3,850.00	
Total Contract Amount						\$330,233.20

Total Contract Amount	\$ 364,019.00	Total Amount Earned	\$ 330,233.20
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: 138,107.75	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 330,233.20
AFP No. 2: 160,297.54	AFP No. 7: _____	LESS 5 % RETAINAGE	\$ 16,511.66
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 313,721.54
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ 298,405.29
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 15,316.25

CONTRACTOR'S AFFIDAVIT

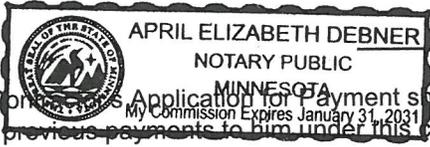
The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2025 Box Hangar Construction, Le Sueur Municipal Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date January 30th, 2026 RAM General Contracting, Inc.
(Contractor)

COUNTY OF McLeod)
STATE OF Minnesota) SS By Rawelin J. Radtke
(Name and Title)

Before me on this 30th day of January, 2026, personally appeared _____
Rawelin J. Radtke known to be, who being duly sworn did depose and say that he is the CEO (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires 1/31/31



April Debner
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Tim Wegwerth
By Tim Wegwerth
Date 2.19.26

Short Elliott Hendrickson Inc.
City of Le Sueur

By _____
Date _____



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council
FROM: Joe Roby, City Administrator
SUBJECT: Charter Commission Appointments
DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

Consider recommending appointments to the Le Sueur Charter Commission.

SUMMARY

The Le Sueur Charter Commission consists of nine members. Currently, there are five (5) vacancies on the commission. The following individuals have applied for seats on the commission, and meet the qualifications:

Megan Kuznia – term ending 12/31/2028
April Zeiher – term ending 12/31/2029
Tammy Arnold – term ending 12/31/2029

Should City Council recommend these appointments, staff will make a request to the District Court Judge to have all three individuals added to the Le Sueur Charter Commission.

ACTION REQUESTED

Staff recommend that the City Council consider the appointments of Megan Kuznia, April Zeiher, and Tammy Arnold to the Le Sueur Charter Commission.

Alternate Actions:

- No action/Denial: Applicants as presented will not be recommended for appointment.
- Modification of Recommendation: This is always an option for City Council.

Print

Commission Application - Submission #146

Date Submitted: 2/6/2026

Pick One*

I am interested in serving on the following commission (if you have an interest in more than one commission, you may rank your choices).

- Airport Commission
- Charter Commission
- Economic Development Authority
- Planning Commission
- Recreation and Parks Advisory Committee
- Housing & Redevelopment Authority

First Name*

Tammy

Last Name*

Arnold

Address1*

[Redacted]

Address2

[Redacted]

City*

Le Sueur

State

MN

Zip

56058

Phone Number*

[Redacted]

Email*

[Redacted]

Length of Residence in Le Sueur (Years)

27

Community, Civic or Volunteer Experience

Cub and Boy Scouts; Church

Occupation and Work Experience

Business Analyst

Educational Background/Training

Lean six sigma yellow belt certified, green belt in process

What skills or personal qualities do you possess that would make you valuable as a board or commission member?

Passion for process improvement, knowledge of the Le Sueur community, strong analytical, communication and collaboration skills.

Why are you interested in joining a commission?

I am interested in getting involved in city politics

Commission Membership

The City Council will not consider applications from City of Le Sueur employees, paid-on-call firefighters or contractors if appointment could cause a conflict of interest.

Conflicts of Interest

No commissioner shall: 1) Enter into any contract with the City unless otherwise authorized by law. 2) Use of their position to secure any special privilege or exemption for themselves or others. 3) Use their office or otherwise act in any manner which would give the appearance of or result in any impropriety or conflict of interest.

Background Check*

The City of Le Sueur will conduct background checks on all new board and commission members. By clicking this checkbox, you are authorizing the City of Le Sueur to complete a background check.

I authorize the City of Le Sueur to complete a background check as part of the board and commission application process.

IMPORTANT INFORMATION CONCERNING YOUR APPLICATION

DATA PRIVACY NOTICE: Minnesota law requires that you be informed of the purposes and intended uses of the information you are providing on this application. Pursuant to Minnesota Statutes Section 13.601, your name, city of residence, employment history, volunteer work, awards and honors are public data and is available to anyone who requests the information. The data that you give us about yourself is also needed to identify you and assist in determining your suitability for the commission(s) for which you are applying. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to evaluate your application. Should you be appointed to serve on a board or commission, pursuant to Minnesota Statutes Section 13.601, your residential address and either a telephone number or electronic mail address (or both) where you can be reached also become public information. I have read and understand the data privacy information given above and authorize investigation of all statements contained in this application as may be necessary to arrive at an appointment decision. I certify that all answers given here are true, and I understand that any false information on or omission of information from this application will be cause for rejection of this application.

Signature (electronic)*

Date

Tammy Arnold

2/6/2026

Print

Commission Application - Submission #147

Date Submitted: 2/6/2026

Pick One*

I am interested in serving on the following commission (if you have an interest in more than one commission, you may rank your choices).

- Airport Commission
- Charter Commission
- Economic Development Authority
- Planning Commission
- Recreation and Parks Advisory Committee
- Housing & Redevelopment Authority

First Name*

April

Last Name*

Zeiber

Address1*

[Redacted]

Address2

[Redacted]

City*

Le Sueur

State

MN

Zip

56058

Phone Number*

[Redacted]

Email*

[Redacted]

Length of Residence in Le Sueur (Years)

5

Community, Civic or Volunteer Experience

I have served on the school board of the Minnesota New Country School, where I have contributed to governance, policy discussions, and long-term planning in support of students, staff, and families. In addition to my board service, I enjoy volunteering at the school and supporting school-related activities and initiatives. This experience has strengthened my commitment to public service, collaborative decision-making, and community engagement.

Occupation and Work Experience

I am currently a stay-at-home mother. Previously, I worked in the field of education, where I gained experience supporting students, families, and educators through administrative, organizational, and collaborative work. My background in education provided me with strong communication skills, an understanding of public institutions, and experience working within structured governance and policy environments.

Educational Background/Training

I hold a Master's degree in Education Administration, which provided me with training in organizational leadership, policy development, governance, and effective decision-making within public institutions. This educational background supports my ability to thoughtfully review policies and contribute to informed, collaborative discussions as a member of the Charter Commission.

What skills or personal qualities do you possess that would make you valuable as a board or commission member?

I bring experience in governance, policy review, and collaborative decision-making through my service on a school board and my professional background in education administration. I have strong analytical and communication skills, the ability to consider multiple perspectives, and a thoughtful, detail-oriented approach to reviewing policies. I am committed to public service, value transparency and accountability, and work well with others to reach informed, balanced decisions that serve the broader community.

Why are you interested in joining a commission?

I want to serve on the Charter Commission because I am passionate about civic engagement and ensuring that our city's governing framework is fair, effective, and responsive to residents. I believe participating in this process enables me to contribute meaningfully to the long-term governance and vitality of Le Sueur.

Commission Membership

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Signature (electronic)*

Date

April Zeiher

2/6/2026

Print

Commission Application - Submission #148

Date Submitted: 2/6/2026

Pick One*

I am interested in serving on the following commission (if you have an interest in more than one commission, you may rank your choices).

Airport Commission

Planning Commission

Charter Commission

Recreation and Parks Advisory Committee

Economic Development Authority

Housing & Redevelopment Authority

First Name*

Megan

Last Name*

Kuznia

Address1*

[Redacted]

Address2

[Redacted]

City*

LeSueuer

State

MN

Zip

56058

Phone Number*

[Redacted]

Email*

[Redacted]

Length of Residence in Le Sueur (Years)

3

Community, Civic or Volunteer Experience

Since moving to LeSueur I haven't had opportunities to volunteer. In the past I have worked on a ranch that offered therapeutic horse back riding, tutored at elementary schools, assisted at food shelves, assisted with senior meals events, and various others.

Occupation and Work Experience

I am currently an Employment Specialist for Lifeworks Services Inc. Daily I assist adults with various disabilities to build job skills, look for work, start working and maintain their jobs. I have been in this field for 10 years and with this specific company for 7 of those years.

Educational Background/Training

I have an AA in Liberal Arts and an AS in Elementary Foundations. When I was in college, I planned to work as a special needs classroom. Part way through college I found my passion for working with adults with disabilities. My training may not perfectly line up with this commission, but I am willing to learn and be open to ideas that will do what is best for our city.

What skills or personal qualities do you possess that would make you valuable as a board or commission member?

I have critical thinking and analytical skills. I think this will help me to see all the sides of a situation and being willing to ask questions to make informed choices. I am also empathetic which helps me to understand others viewpoints as well as their reasoning.

Why are you interested in joining a commission?

I am interested in joining, so I am learn more about the city. As well as learn more about what I can do to help make LeSueur a better place.

Commission Membership

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Signature (electronic)*

Date

Megan Kuznia

2/6/26



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Cory Bienfang, City Engineer
Eric Hauser, City Engineer
Joe Roby, City Administrator
Foster Transburg, Public Services Director & Safety Coordinator

SUBJECT: Resolution R2026-016: Adopt Wastewater Facility Plan(s) for the 2027 Sanitary Sewer Collection Improvement Project and Schedule a Public Hearing

DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

Consider a resolution adopting the Wastewater Treatment Facility Plan(s) for the 2027 Sanitary Sewer Collection Improvement Project and call for a Public Hearing on the Facility Plan.

SUMMARY

The City has identified deficiencies and the need to upgrade the Wastewater Collection System. The upgrades are proposed to consist of the replacement of the existing sanitary sewer mains and services along Swan St, Bridge St, N 5th St, and N 6th St (2027 Street & Utility Improvements Project). Notably, this proposed project area was identified on the 10-year Street & Utility CIP, adopted by City Council in November 2023, as the next highest priority for reconstruction following completion of the North 4th Street corridor (see attached).

The scope of the collection system improvements is proposed to consist of a full reconstruction of Swan St from 4th St to Park Lane, Bridge St from 4th St to 6th St, 5th St from Ferry St to Swan St, and 6th St from Ferry St to Swan St consisting of the replacement of all underground utilities, including installation of new storm sewer infrastructure, full street roadway replacement, and construction of continuous pedestrian facilities along the roadway. The project will upgrade a key city segment with aging, undersized sanitary and water utilities, no storm sewer, poor pedestrian access, and deteriorating pavement. The project would consider possible coordination with the redevelopment of the Park Elementary site being considered by the Le Sueur EDA. The proposed improvements would include new underground utilities and a new roadway extension of 6th St from Bridge St to Swan St.

The improvements are planned to be completed as one project during the summer of 2027 with completion in 2028. The total project cost is estimated at just over \$4.3 million, with funding anticipated to include various sources including but not limited to utility enterprise funds, general

tax funds, special assessments per the City's Special Assessment Policy for abutting properties, and General Obligation Bonds. The City plans to apply for funding through the Minnesota Public Facilities Authority (PFA) Clean Water Revolving Fund (CWRF) and Drinking Water Revolving Fund (DWRf). The City has utilized these funding sources successfully on previous projects with the 2025 Street and Utility Improvements (North 4th Street & Cathcart Street) Project being the most recent example. The collection system project scores enough points to be eligible for funding from the Minnesota Public Facilities Authority (PFA) under the Clean Water Revolving Fund (CWRF) for wastewater improvements.

A necessary step to apply for this funding is to prepare a Wastewater Treatment Facility Plan and conduct a public hearing at which all persons desiring to be heard will be given an opportunity to be heard.

A summary of the proposed project timeline is as follows:

- March 2026 – Submit Wastewater Treatment Facility Plan and Project Priority List (PPL) application to MPCA for review and final approval
- March 2026 – Conduct Public Hearing for the Wastewater Treatment Facility Plan
- June 2026 – Submit Intended Use Plan (IUP) application to MPCA for review and final approval
- July 2026 – Order Preparation of Report on Improvement Pursuant to Minnesota Chapter 429 Process
- August 2026 – Receive Report and Call for Improvement Hearing
- September 2026 – Conduct Public Improvement Hearing & Order Preparation of Plans and Specs
- September 2026 – January 2027 – Final Design and Funding Agency Approvals
- January 2027 – Approve Plans & Specifications and Authorize Advertisement for Bids
- March 2027 – Open and Award Bids
- May 2027 – Begin Construction
- October 2027 – Construction Substantial Completion
- October 2027 – Assessment Hearing and Approve Final Assessment Roll
- June 2028 – Construction Final Completion

ACTION REQUESTED

Staff recommend that the City Council adopt Resolution R2026-016, adopting the Wastewater Treatment Facility Plan and calling for a Public Hearing.

Alternate Actions:

- No action/Denial: Plan as presented will not be adopted, nor will be submitted for potential PFA funding, and Public Hearing will not be called, 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 **R2026-016**

ADOPTION OF WASTEWATER TREATMENT FACILITY PLAN FOR THE 2027
SANITARY SEWER COLLECTION IMPROVEMENT PROJECT AND CALLING FOR
PUBLIC HEARING

WHEREAS, the City Council of the City of Le Sueur recognizes the need to upgrade its Wastewater Collection System and has identified deficiencies in its existing system; and

WHEREAS, said deficiencies are consistent with those identified on the 10-year Street & Utility Plan, adopted by the City Council in November 2023; and

WHEREAS, Bolton & Menk, Inc. has been retained as Consulting Engineers to prepare a Wastewater Facility Plan for the purpose of submitting such plan to the Minnesota Pollution Control Agency (MPCA).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE SUEUR, MINNESOTA AS FOLLOWS:

The City of Le Sueur recognizes:

1. The City Council does hereby adopt the proposed Wastewater Facility Plan “2027 Street and Utility Improvements Preliminary Engineering Report – Facility Plan”, as presented by Bolton & Menk, Inc. as Consulting Engineers, and dated February 23, 2026.
2. The City Council does hereby direct the City’s Wastewater Facility Plan to be submitted to the Minnesota Pollution Control Agency (MPCA) for review and approval.
3. A public hearing shall be held on such proposed improvement on the 23rd day of March 2026, at the Le Sueur Fire Hall at 6:30 p.m. and the City Clerk shall publish notice of such hearing and improvement as required by law.

PASSED by the City Council of the City of Le Sueur on this 23rd day of February 2026.

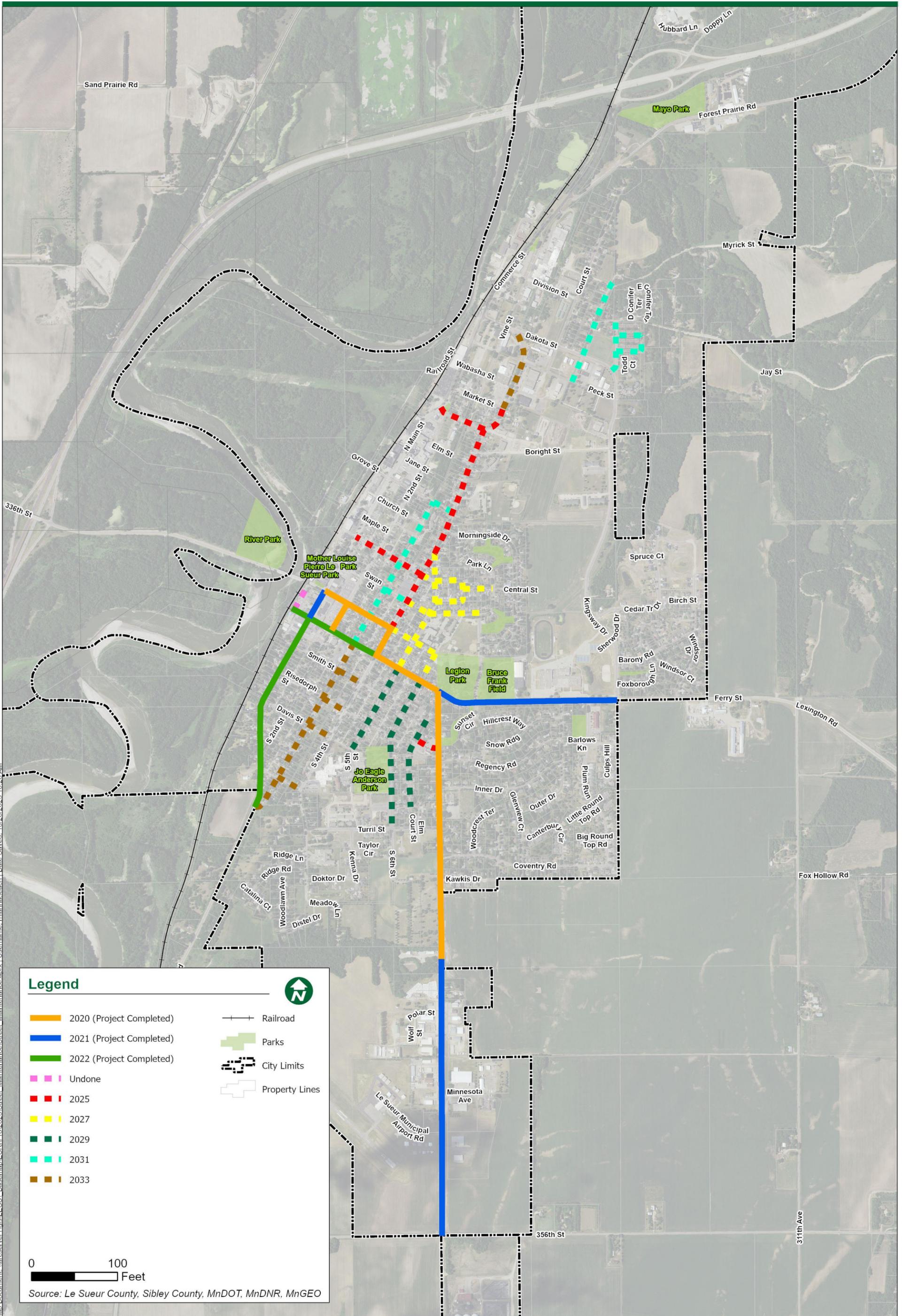
ATTEST

Shawn Kirby, Mayor

Lindsey Dhaene, City Clerk

VOTE: ___ HUNTINGTON ___ KIRBY ___ SCHLUETER

___SULLIVAN ___NELSON ___SMITH ___WILLIAMS



Map Document: \\arsocserver1\vis\LESU_Basemap\ESRI\Pro\2023\Street_Maintenance.aprx | User: rhianna.lench | Date Saved: 10/26/2023 10:28 AM

Legend

	2020 (Project Completed)		Railroad
	2021 (Project Completed)		Parks
	2022 (Project Completed)		City Limits
	Undone		Property Lines
	2025		
	2027		
	2029		
	2031		
	2033		

0 100 Feet

Source: Le Sueur County, Sibley County, MnDOT, MnDNR, MnGEO

2027 Street and Utility Improvements Preliminary Engineering Report – Facility Plan

City of Le Sueur, Minnesota
February 23, 2026



**BOLTON
& MENK**

Real People. Real Solutions.



Submitted by:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
P: 507-625-4171
BMI Project No. 26X.142602

Certification

Preliminary Engineering Report – Facility Plan

For

2027 Street and Utility Improvements Project

City of Le Sueur, MN
BMI Project No. 26X.142602

February 23, 2026

PROFESSIONAL ENGINEER

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

Signature: Eric Hauser

Typed or Printed Name: Eric Hauser

Date: 2/23/2026 License Number: 58754

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Appendix A: Preliminary Cost Estimates

Appendix B: Figures

I. Introduction

This Preliminary Engineering Report has been prepared at the request of the City of Le Sueur for proposed street and utility improvements associated with the 2027 Street & Utility Improvements Project. The project includes improvements to the following roadway segments:

- Bridge Street from 4th Street to 6th Street
- Swan Street from 4th Street to Park Lane
- 5th Street from Ferry Street to Swan Street
- 6th Street from Ferry Street to Swan Street

This project is proposed to happen in coordination with a redevelopment of the site that was previously known as the Park Elementary School site. This report focuses on constructing street and utilities for the redevelopment site and does not discuss the demolition or regrading of the existing site.

The purpose of this report is to evaluate existing conditions, identify infrastructure deficiencies, and present feasible improvement alternatives. The proposed improvements are intended to address aging utilities, deteriorated pavement, drainage deficiencies, and to improve safety, accessibility, and long-term serviceability of the City's infrastructure. This report provides a preliminary basis for determining feasibility, estimated costs, and next steps toward final design and construction.

Figure No. 1 shows a map of the project area described above. **Figures No. 2-3** indicate the proposed street and utility improvements.

II. Reconstruction Area

This section of the report focuses on the roadways that are proposed to be reconstructed with the project. These areas are identified in **Figure No. 1**. This includes the following roadway segments:

- Bridge Street from 4th Street to 6th Street
- Swan Street from 4th Street to Park Lane
- 5th Street from Ferry Street to Swan Street
- 6th Street from Ferry Street to Bridge Street

A. Existing Conditions

1. Sanitary Sewer

The existing sanitary sewer in the project area consists of four different systems. The biggest system consists of 8-inch diameter vitrified clay pipe (VCP) mains that run on 5th Street and Bridge Street and flow west along Bridge Street out of the project area. The main on Bridge Street from 4th Street to 5th Street is 12-inch diameter VCP.

There is another system that runs on Swan Street starting about 400 feet west of Park Lane and flows to Park Lane. This system consists of one 8-inch diameter VCP segment. Additionally, on Swan Street there is a deep 16-inch high density polyethylene (HDPE) trunk line. This line was installed in 2006 and is in good condition.

The third system runs south on 6th Street from Bridge Street towards Ferry Street. There are two segments of 8-inch VCP along 6th Street and one 6-inch VCP segment that goes east in the backyards of the houses adjacent to Ferry Street.

The exact age of the VCP systems is unknown. Older VCP sanitary sewers typically exhibit longitudinal cracking, roots, sags, open joints, and protruding taps; all of which has been confirmed by recent televising. Sanitary service pipes of varying sizes and materials collect sewage from properties throughout the corridor.

2. Watermain

All the watermain within the project area is a part of the city's middle zone pressure system. The mains vary in size and material from 4-inch cast iron pipe (CIP) on 5th and 6th Street, 6-inch pipe of unknown material on Swan Street east of 5th Street, and 8-inch ductile iron pipe (DIP) on Bridge Street. There are water services to the properties adjacent to the project area that vary in size.

Cast iron pipes tend to corrode and deteriorate over time leading to diminished water quality and an increased risk of breaks. The City's utility department has repaired multiple watermain breaks in recent years within the project area.

3. Storm Sewer

Storm sewer exists at the intersections of 4th and Bridge Street, 4th and Swan Street, Park Lane and Swan Street, and 6th Street and Ferry Street. The storm sewer at these intersections varies in size from 12" to 18" reinforced concrete pipe (RCP). The storm sewer does not extend into the project area after the abutting intersections. Due to the lack of storm sewer, poor drainage can be observed in the existing curb lines throughout the project area.

4. Streets

The streets within the project area are all urban local roadways. The roadways provide access primarily to residential properties. The right-of-way (ROW) width throughout the project area is 60' wide. The roadways exist as bituminous pavement with concrete curb and gutter on both sides. The roadway widths vary from 32-foot to 38-foot wide from face of curb to face of curb. The streets exhibit transverse and longitudinal cracking, block cracking, and potholing. Many patches are visible throughout the roadway as part of previous efforts to maintain a drivable surface.

In 2019 a new 5-foot-wide sidewalk was constructed along both sides of Bridge Street from 4th Street to 5th Street, on both sides of 5th Street from Ferry Street to Swan Street and continuing on the east side of 5th Street north of Swan Street as a part of a Safe Routes to School project. An existing sidewalk also exists along the north side of Bridge Street from 5th Street to 6th Street and on the south side of Swan Street from 5th Street to Park Lane.

Street lighting that is owned and operated by the City of Le Sueur exists at the intersections within the project corridor.

B. Proposed Improvements

1. Sanitary Sewer

The proposed sanitary sewer improvements are shown in **Figures 2 and 3**. All VCP sewer mains are planned to be replaced with new polyvinyl chloride (PVC) mains and precast concrete manholes. All manholes will also receive a new casting that includes the installation of an inflow and infiltration barrier. All new mains will be 8-inch diameter except for the line on Bridge Street from 4th Street to 5th Street, this main is proposed to be 12-inch diameter. The 6-inch VCP line that runs through the backyards

of the properties east of 6th Street along Ferry Street is proposed to be lined with the project.

The 16-inch main running along Swan Street is proposed to be left as is.

All sanitary sewer services will be replaced with 6-inch PVC up to the ROW. Additionally, provisions will be included in the contract to provide homeowners with the option of replacing their sewer service from the ROW up to their home at the homeowner's expense using the City's contractor. These items will include provisions for plumber hours and basement floor replacement.

New 6-inch PVC sanitary sewer services will be stubbed out to the drainage and utility easement line on the east side of N. 5th Street from Bridge Street to Swan Street to service potential new lots.

2. Watermain

The proposed watermain improvements are shown in **Figures 2 and 3**. Based on the watermain material type, break history, and pipe size; all watermain is proposed to be replaced with new 8-inch diameter DIP. The new 8-inch diameter pipe will provide adequate fire flow throughout the project area. New gate valves and hydrants are planned at every intersection to improve operation of the watermain system.

All water services and curb stops, will be removed and replaced with new copper services from the watermain to the ROW. New copper services and curb stops will be installed at the drainage and utility easement line on the east side of N. 5th Street from Bridge Street to Swan Street to service potential lots.

To provide water service to affected residents throughout the duration of the new watermain construction, a temporary system will be installed and connected to each house/business.

Recent practices include all water service lines being inspected for compliance with current Minnesota Department of Health (MDH) standards at the time of construction. If a service is made of lead or other materials not accepted by the MDH beyond the ROW, it will be the property owner's responsibility to replace the line. Like the sewer services, provisions will be included in the contract to provide property owners with an option to replace their service.

3. Storm Sewer

The proposed storm sewer improvements are shown in **Figures 2 and 3**. New storm sewer pipe, catch basins, and manholes are proposed to be extended throughout the project area. Catch basins are planned at all intersections to improve drainage. New pipe will be either RCP or polypropylene pipe (PP) in accordance with City standards and will vary in size from 12" to 18".

There will be three different drainage sections within the project area. Everything along Swan Street is proposed to flow to the east. Bridge Street from 5th St to the west will flow west down Bridge Street. 6th Street is proposed to flow south on 6th Street and connect to the existing system on Ferry Street.

4. Street and Sidewalk Improvements

Proposed street improvements are shown in **Figures 2 and 3**. All the roadways in the project area are proposed to be constructed as bituminous roadways with curb and gutter. The proposed width is 36 feet from face of curb to face of curb. The 36-foot

width will permit two 11-foot driving lanes and two 7-foot parking lanes. The horizontal and vertical alignment of the proposed roadways are proposed to remain similar to the existing condition. Curb cuts and concrete aprons will be constructed for all existing driveways and alleys. By adding storm sewer to the project area, the existing valley gutters that cross at many of the intersections will be removed as an intersection improvement.

The existing sidewalk on Bridge Street from 4th to 5th and on 5th Street is proposed to be left in place to the greatest extent possible. Additionally, a new 6-foot-wide sidewalk is proposed along the south side of Swan Street from 4th Street to Park Lane. A new 6-foot-wide sidewalk is also proposed along the east side of 6th Street.

Boulevard trees may require removal to construct the new streets and sidewalks to their proposed widths and to replace sanitary sewer and water services. The City offers a program that will replace every removed tree with a tree from a specified species list. Boulevards will be re-graded as necessary to facilitate drainage and restored with an organic topsoil and new seed.

Street lighting is planned to be replaced at all intersections. Additionally, mid-block lighting will be installed throughout the project area.

III. Redevelopment Area

This section of the report focuses on 6th Street from Bridge Street to Swan Street. The area that currently exists as Park Elementary School is proposed to be redeveloped in coordination with the rest of the project. This area is identified in **Figure No. 1**.

A. Existing Conditions

Currently the area bounded by 5th Street, Swan Street, Bridge Street, and Park Lane is the site of the Park Elementary Public School. The school is no longer used. The site still includes the school building and all parking lot/entrances that were used to service the school. There is also a green space area adjacent to Park Lane.

The only public utility present on the site is a watermain that comes off the watermain running east from the intersection of Bridge and 6th Street that provides fire protection to the school site.

B. Proposed Improvements

1. Site Improvements

This report does not discuss the demolition of any of the existing site features such as the buildings or parking lots. It is assumed that these improvements would be completed as a part of a separate project under separate funding that is in coordination with the street and utility improvements project.

2. Sanitary Sewer

The proposed sanitary sewer improvements are shown in **Figures 2 and 3**. A new 8" PVC sanitary sewer main is proposed to be routed south along N. 6th Street flowing to the sanitary sewer system along Bridge Street. In addition to new pipe, new precast concrete manholes are proposed for the sanitary sewer system.

New 6-inch PVC sanitary sewer services will be stubbed out to the proposed drainage and utility easement line along the west side of N. 6th Street to service potential future lots.

3. Watermain

The proposed watermain improvements are shown in **Figures 2 and 3**. A new 8-inch DIP watermain is proposed to be installed on N. 6th Street to connect the watermains at Bridge Street and Swan Street. New gate valves and hydrants are proposed at the intersections.

New copper services and curb stops will be installed at the drainage and utility easement line on the west side of N. 6th Street to service potential lots.

4. Storm Sewer

The proposed storm sewer improvements are shown in **Figures 2 and 3**. New storm sewer pipe, catch basins, and manholes are proposed to be installed at the intersections of N. 6th Street and Bridge Street and at the intersection of N. 6th Street and Swan Street. New pipe will be either RCP or polypropylene pipe (PP) in accordance with City standards and will vary in size from 12" to 18".

5. Street and Sidewalk Improvements

Proposed street improvements are shown in **Figures 2 and 3**. A new bituminous roadway is proposed to be constructed with curb and gutter. The proposed width is 36 feet from face of curb to face of curb. The 36-foot width will permit two 11-foot driving lanes and two 7-foot parking lanes. A new 6-foot-wide sidewalk is proposed along the east side of 6th Street.

Boulevards will be re-graded as necessary to facilitate drainage and restored with an organic topsoil and new seed.

Street lighting is planned to be placed at all intersections. Additionally, mid-block lighting will be installed throughout the project area.

IV. Alternatives Considered

A. Do Nothing

Under this alternative, no improvements would be made. Continued deterioration of pavement and utilities would result in increased maintenance costs and risk of utility failures. This alternative does not meet the City's infrastructure goals and is not recommended.

B. Trenchless Utility Replacement

Trenchless utility construction was considered. Trenchless construction typically involves cured in place pipe (CIPP) lining or pipe bursting of the existing mains. Trenchless construction requires less disruption to the surface, potentially saving on surface restoration costs. However, trenchless construction is not feasible in all cases as it does not allow the opportunity to correct sagging pipes, flat slopes, and extreme structural failures. Manholes, hydrants, valves, pipe junctions, service connections, and connections to the existing mains would all require open trench construction at those locations. Since the street surfaces are also in need of replacement, the additional cost due to trenchless construction methods would not be offset by reduced surface restoration costs. Accordingly, this alternative was discarded as a viable solution for the entire project area.

C. Open Trench Utility Replacement

Under this alternative, the utilities would be replaced using conventional open trench construction methods. This is the most cost-effective technique in a project of this nature, for the reasons outlined in the previous two alternatives. This alternative was selected and is the basis for the estimated costs.

V. Easements and Permits

Most improvements are anticipated to occur within existing public right-of-way. Temporary or permanent easements may be required for utility construction, drainage improvements, or grading tie-ins. Additional permits and approvals will be required from the following:

- MPCA – General Storm Water Permit for Construction Activities under the National Pollutant Elimination System (NPDES) program
- MPCA – Sanitary Sewer Extension Permit
- MDH Watermain Plan Review Approval for reconstruction of watermain.
- Le Sueur County Utility Installation within Right-of-Way

VI. Preliminary Engineer’s Estimate

The estimated costs and a potential funding breakdown are shown in Table 1 below. The estimated construction costs include a 10% contingency factor for unforeseen items of work and variance in unit prices. The unit prices used for each item of work are based on previous projects similar in nature and are subject to change. Also included are estimated engineering, administration, and legal costs. Final costs and assessments will be determined using actual bid construction costs of the proposed work. See Appendix A for an itemized breakdown of the **preliminary cost estimate**.

Table 1 – Preliminary Engineer’s Estimate Costs & Funding Sources				
Project	Estimated Cost	Potential Funding		
		CWRF	DWRF	City
2027 Street & Utility Improvements	\$4,305,481.00	\$1,548,678.00	\$1,814,183.00	\$942,610.00

VII. Funding

A. Public Facilities Authority (PFA)

The City plans to apply for funding through the Minnesota Public Facilities Authority (PFA) Clean Water Revolving Fund (CWRF) and Drinking Water Revolving Fund (DWRF). The City has utilized these funding sources successfully on previous projects.

B. City Funds

The City may need to utilize enterprise funds, ad valorem (general tax obligation) funds, and general obligation bonds.

C. Assessments

Special assessments will be used to finance a portion of the project in accordance with the City of Le Sueur’s adopted Special Assessment Policy and Minnesota Statutes Chapter 429. A

benefit analysis will be completed by a third party to determine benefit at a later date, when funding becomes available.

VIII. Project Schedule

Table 2 – Project Schedule	
Task	Date
Present Preliminary Engineering Report – Facility Plan to City Council*	February 2026
City Council to Call for Public Hearing*	
Conduct Public Hearing* & Submit PFA Funding Application	March 2026
Submit PFA Intended Use Plan Application	June 2026
Order Preparation of Report on Improvement Pursuant to Minnesota 429*	July 2026
Receive Report and call for Improvement Hearing*	August 2026
Conduct Public Improvement Hearing & Order Preparation of Plans and Specs*	September 2026
Approve Plans & Specifications and Authorize Advertise for Bids*	January 2027
Open Bids	February 2027
Award Bid	March 2027
Begin Construction	May 2027
City Council to Declare Costs to be Assessed and Order Preparation of Proposed Assessment Roll*	August 2027
City Council to Call for Assessment Hearing*	
Substantial Completion	October 2027
Assessment Hearing and Approve Final Assessment Roll*	October 2027
Final Completion	June 2028

*City Council Meeting

IX. Recommendations

From an engineering standpoint, the proposed improvements are feasible, cost effective and necessary. The City, its financial consultant, and the persons assessed will have to determine the economic feasibility of the proposed improvements.

Appendix A: Preliminary Cost Estimates



ENGINEER'S PRELIMINARY COST ESTIMATE

2027 Street & Utility Improvements

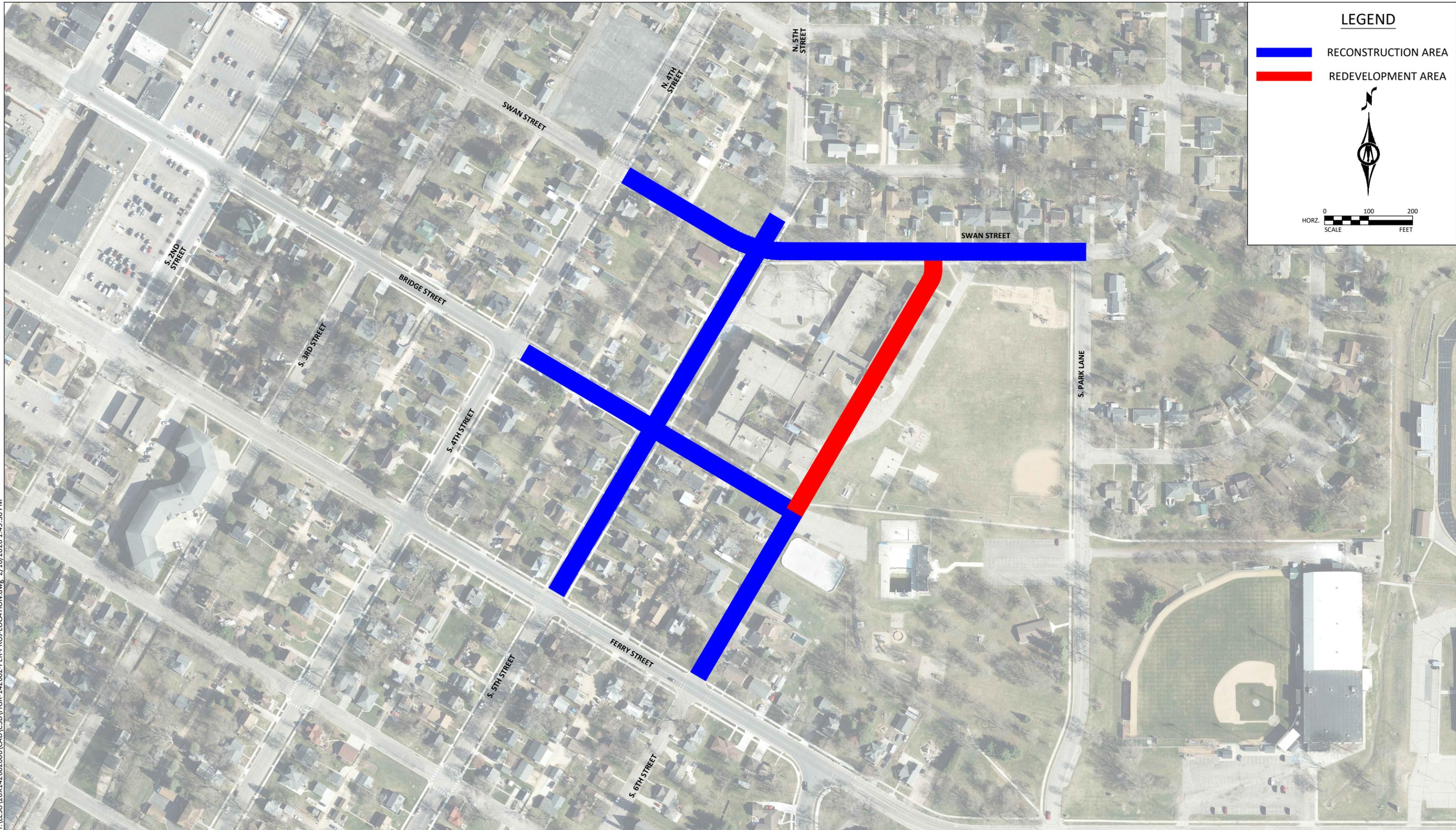
BMI Project No.: 25X.137457

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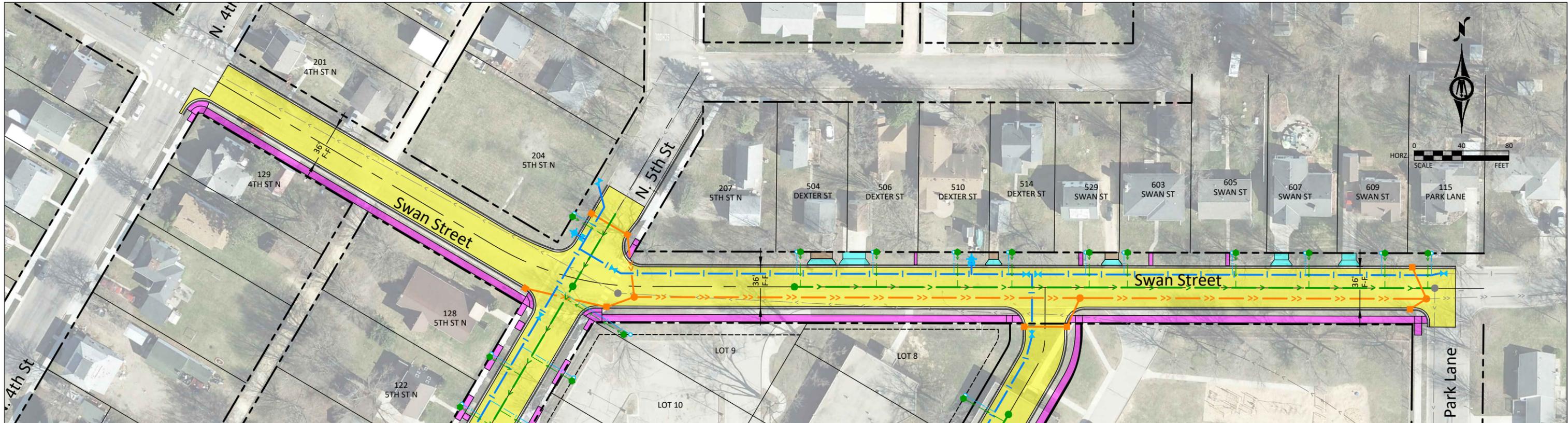
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Item No.	Item	Unit	Unit Price	TOTAL		CWRP		DWRP		CITY	
				Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
1	MOBILIZATION	LS	\$250,000.00	1	\$250,000.00						
2	TRAFFIC CONTROL	LS	\$10,000.00	1	\$10,000.00	0.36	\$3,600.00	0.42	\$4,200.00	0.22	\$2,200.00
3	CLEARING	EA	\$400.00	10	\$4,000.00	5	\$2,000.00	5	\$2,000.00		
4	GRUBBING	EA	\$75.00	10	\$750.00	5	\$375.00	5	\$375.00		
5	SALVAGE HYDRANT	EA	\$510.00	4	\$2,040.00			4	\$2,040.00		
6	REMOVE DRAINAGE STRUCTURE	EA	\$425.00	4	\$1,700.00					4	\$1,700.00
7	REMOVE MANHOLE (SANITARY)	EA	\$500.00	6	\$3,000.00	6	\$3,000.00				
8	REMOVE WATER MAIN	LF	\$3.50	2940	\$10,290.00			2940	\$10,290.00		
9	REMOVE SEWER PIPE (SANITARY)	LF	\$2.75	2540	\$6,985.00	2540	\$6,985.00				
10	REMOVE CURB AND GUTTER	LF	\$3.00	5990	\$17,970.00	2995	\$8,985.00	2995	\$8,985.00		
11	REMOVE BITUMINOUS PAVEMENT	SY	\$4.00	14600	\$58,400.00	7300	\$29,200.00	7300	\$29,200.00		
12	REMOVE CONCRETE WALK	SF	\$1.00	15346	\$15,346.00	7673	\$7,673.00	7673	\$7,673.00		
13	ABANDON WATER MAIN	LF	\$4.00	200	\$800.00			200	\$800.00		
14	EXCAVATION - COMMON	CY	\$17.00	9600	\$163,200.00	3900	\$66,300.00	3900	\$66,300.00	1800	\$30,600.00
15	EXCAVATION - SUBGRADE	CY	\$15.00	980	\$14,700.00	410	\$6,150.00	410	\$6,150.00	160	\$2,400.00
16	STABILIZING AGGREGATE	CY	\$40.00	980	\$39,200.00	410	\$16,400.00	410	\$16,400.00	160	\$6,400.00
17	BIAXIAL GEOGRID - TYPE 2	SY	\$2.50	4600	\$11,500.00	1900	\$4,750.00	1900	\$4,750.00	800	\$2,000.00
18	COMMON LABORERS	HR	\$110.00	125	\$13,750.00	50	\$5,500.00	50	\$5,500.00	25	\$2,750.00
19	3.0 CU YD SHOVEL	HR	\$320.00	40	\$12,800.00	15	\$4,800.00	15	\$4,800.00	10	\$3,200.00
20	DOZER	HR	\$230.00	12	\$2,760.00	5	\$1,150.00	5	\$1,150.00	2	\$460.00
21	10 CU YD TRUCK	HR	\$150.00	12	\$1,800.00	5	\$750.00	5	\$750.00	2	\$300.00
22	4.0 CU YD FRONT END LOADER	HR	\$240.00	25	\$6,000.00	10	\$2,400.00	10	\$2,400.00	5	\$1,200.00
23	TAMPING ROLLER	HR	\$190.00	12	\$2,280.00	5	\$950.00	5	\$950.00	2	\$380.00
24	SKID LOADER	HR	\$185.00	25	\$4,625.00	10	\$1,850.00	10	\$1,850.00	5	\$925.00
25	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$180.00	60	\$10,800.00	25	\$4,500.00	25	\$4,500.00	10	\$1,800.00
26	AGGREGATE BASE (CV) CLASS 5	CY	\$36.00	5290	\$190,440.00	2210	\$79,560.00	2210	\$79,560.00	870	\$31,320.00
27	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$95.00	3600	\$342,000.00	1500	\$142,500.00	1500	\$142,500.00	600	\$57,000.00
28	4" TP PERF PIPE DRAIN	LF	\$11.00	7260	\$79,860.00	2995	\$32,945.00	2995	\$32,945.00	1270	\$13,970.00
29	4" TP PIPE DRAIN CLEANOUT	EA	\$300.00	36	\$10,800.00	16	\$4,800.00	16	\$4,800.00	4	\$1,200.00
30	12" STORM SEWER	LF	\$60.00	330	\$19,800.00					330	\$19,800.00
31	18" STORM SEWER	LF	\$65.00	1690	\$109,850.00					1690	\$109,850.00
32	CONNECT TO EXISTING SANITARY SEWER	EA	\$1,300.00	7	\$9,100.00	7	\$9,100.00				
33	CONNECT TO EXISTING STORM SEWER	EA	\$1,300.00	3	\$3,900.00					3	\$3,900.00
34	8" PVC SANITARY SEWER	LF	\$60.00	2760	\$165,600.00	2760	\$165,600.00				
35	12" PVC SANITARY SEWER	LF	\$150.00	330	\$49,500.00	330	\$49,500.00				
36	LINING SEWER PIPE 6"	LF	\$100.00	140	\$14,000.00	140	\$14,000.00				
37	4" CLEAN-OUT ASSEMBLY	EA	\$675.00	52	\$35,100.00	52	\$35,100.00				
38	8"x6" PVC WYE	EA	\$800.00	52	\$41,600.00	52	\$41,600.00				
39	6" PVC SANITARY SERVICE PIPE	LF	\$30.00	1970	\$59,100.00	1970	\$59,100.00				
40	TEMPORARY WATER SERVICE	LS	\$35,000.00	1	\$35,000.00			1	\$35,000.00		
41	CONNECT TO EXISTING WATERMAIN	EA	\$1,500.00	6	\$9,000.00			6	\$9,000.00		
42	6" GATE VALVE & BOX	EA	\$3,200.00	4	\$12,800.00			4	\$12,800.00		
43	8" GATE VALVE & BOX	EA	\$4,200.00	18	\$75,600.00			18	\$75,600.00		
44	HYDRANT	EA	\$6,800.00	4	\$27,200.00			4	\$27,200.00		
45	1" CURB STOP & BOX	EA	\$700.00	52	\$36,400.00			52	\$36,400.00		
46	1" CORPORATION STOP	LF	\$450.00	52	\$23,400.00			52	\$23,400.00		
47	1" TYPE K COPPER	LF	\$32.00	1800	\$57,600.00			1800	\$57,600.00		
48	6" DIP WATERMAIN	LF	\$70.00	40	\$2,800.00			40	\$2,800.00		
49	8" DIP WATERMAIN	LF	\$85.00	3550	\$301,750.00			3550	\$301,750.00		
50	4" POLYSTYRENE INSULATION	SY	\$55.00	100	\$5,500.00			100	\$5,500.00		
51	WATERMAIN FITTINGS	LB	\$15.00	3590	\$53,850.00			3590	\$53,850.00		
52	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007	LF	\$425.00	126	\$53,550.00	126	\$53,550.00				
53	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1 (2'X3')	LF	\$475.00	72	\$34,200.00	36	\$17,100.00			36	\$17,100.00
54	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LF	\$525.00	65	\$34,125.00					65	\$34,125.00
55	CASTING ASSEMBLY (STORM)	EA	\$850.00	22	\$18,700.00					22	\$18,700.00
56	CASTING ASSEMBLY (SANITARY)	EA	\$1,100.00	9	\$9,900.00	9	\$9,900.00				
57	B618 CURB & GUTTER	LF	\$21.00	5990	\$125,790.00	2995	\$62,895.00	2995	\$62,895.00		
58	MOUNTABLE CONCRETE CURB & GUTTER	LF	\$21.00	1270	\$26,670.00					1270	\$26,670.00
59	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$80.00	440	\$35,200.00	220	\$17,600.00	220	\$17,600.00		
60	4" CONCRETE WALK	SF	\$7.00	16880	\$118,160.00	5645	\$39,515.00	5645	\$39,515.00	5590	\$39,130.00
61	6" CONCRETE WALK	SF	\$17.00	2760	\$46,920.00	1295	\$22,015.00	1295	\$22,015.00	170	\$2,890.00
62	TRUNCATED DOMES	SF	\$60.00	280	\$16,800.00	120	\$7,200.00	120	\$7,200.00	40	\$2,400.00
63	LIGHTING UNIT TYPE SPECIAL 1	EA	\$4,200.00	20	\$84,000.00					20	\$84,000.00
64	LIGHT FOUNDATION DESIGN E MODIFIED	EA	\$1,400.00	20	\$28,000.00					20	\$28,000.00
65	SERVICE CABINET - TYPE L1	EA	\$14,000.00	1	\$14,000.00					1	\$14,000.00
66	EQUIPMENT PAD B	EA	\$1,400.00	1	\$1,400.00					1	\$1,400.00
67	1.5" NON-METALLIC CONDUIT	LF	\$6.00	7380	\$44,280.00					7380	\$44,280.00
68	UNDERGROUND WIRE 1/C 6 AWG	LF	\$2.25	29760	\$66,960.00					29760	\$66,960.00
69	DECIDUOUS TREE 3" CAL B&B	EA	\$800.00	10	\$8,000.00	5	\$4,000.00	5	\$4,000.00		
70	PERIMETER CONTROL	LF	\$3.00	1000	\$3,000.00	500	\$1,500.00	500	\$1,500.00		
71	STORM DRAIN INLET PROTECTION	EA	\$200.00	26	\$5,200.00	13	\$2,600.00	13	\$2,600.00		
72	EROSION & SEDIMENT CONTROL	LS	\$20,000.00	1	\$20,000.00	0.36	\$7,200.00	0.42	\$8,400.00	0.22	\$4,400.00
73	ROCK CONSTRUCTION EXIT	EA	\$1,500.00	6	\$9,000.00	3	\$4,500.00	3	\$4,500.00		
74	ORGANIC TOPSOIL BORROW	CU YD	\$40.00	1820	\$72,800.00	910	\$36,400.00	910	\$36,400.00		
75	TURF ESTABLISHMENT	SY	\$3.00	10820	\$32,460.00	5410	\$16,230.00	5410	\$16,230.00		
Subtotal					\$3,345,361.00		\$1,203,328.00		\$1,409,623.00		\$732,410.00
10% Contingency					\$334,540.00		\$120,330.00		\$140,960.00		\$73,240.00
Total Estimated Construction Cost					\$3,679,901.00		\$1,323,658.00		\$1,550,583.00		\$805,650.00
Design, Administration and Construction Engineering					\$625,580.00		\$225,020.00		\$263,600.00		\$136,960.00
Total Estimated Project Cost					\$4,305,481.00		\$1,548,678.00		\$1,814,183.00		\$942,610.00

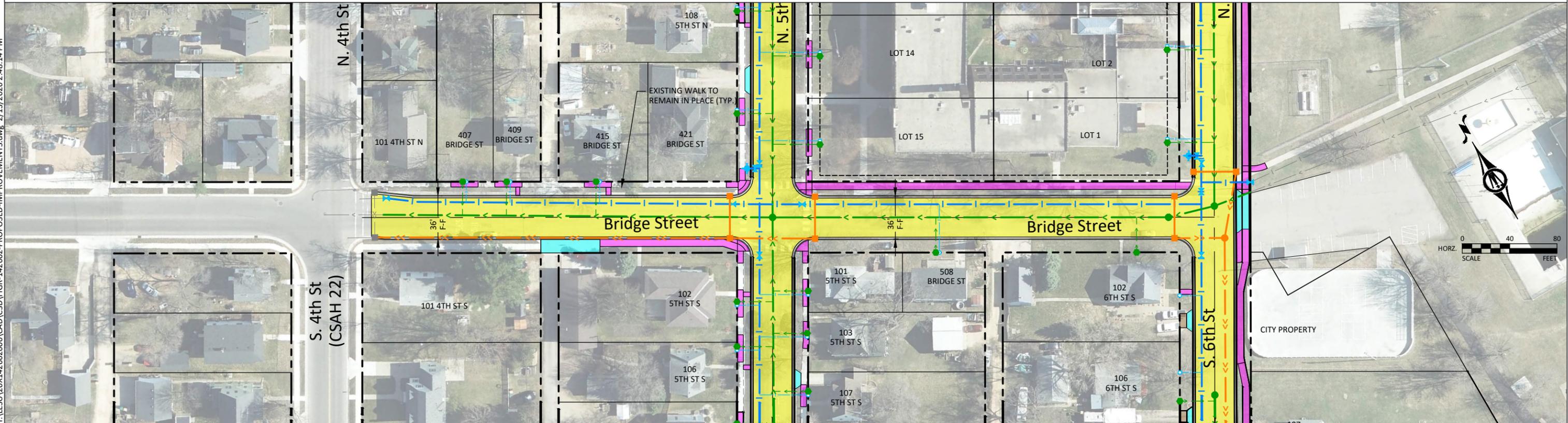
Appendix B: Figures



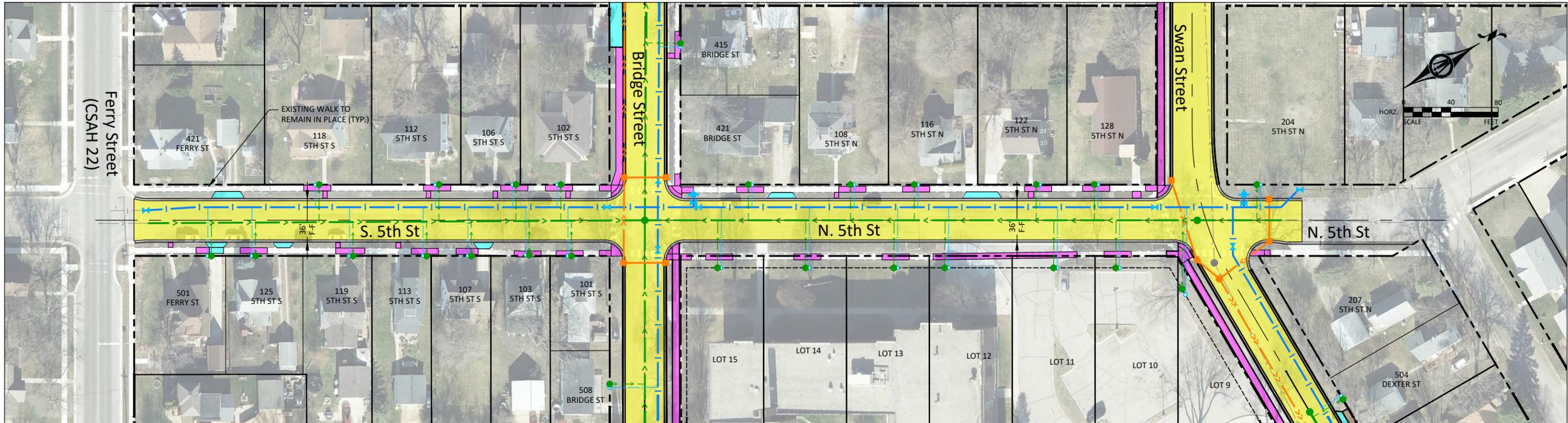
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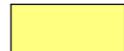
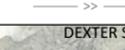
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	PROPOSED BITUMINOUS PAVEMENT
	PROPOSED CONCRETE SIDEWALK PAVEMENT
	PROPOSED CONCRETE DRIVEWAY PAVEMENT
	PROPOSED AGGREGATE SURFACING
	PROPOSED CURB AND GUTTER
	PROPOSED SANITARY SEWER
	PROPOSED WATERMAIN
	PROPOSED STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATERMAIN
	EXISTING STORM SEWER

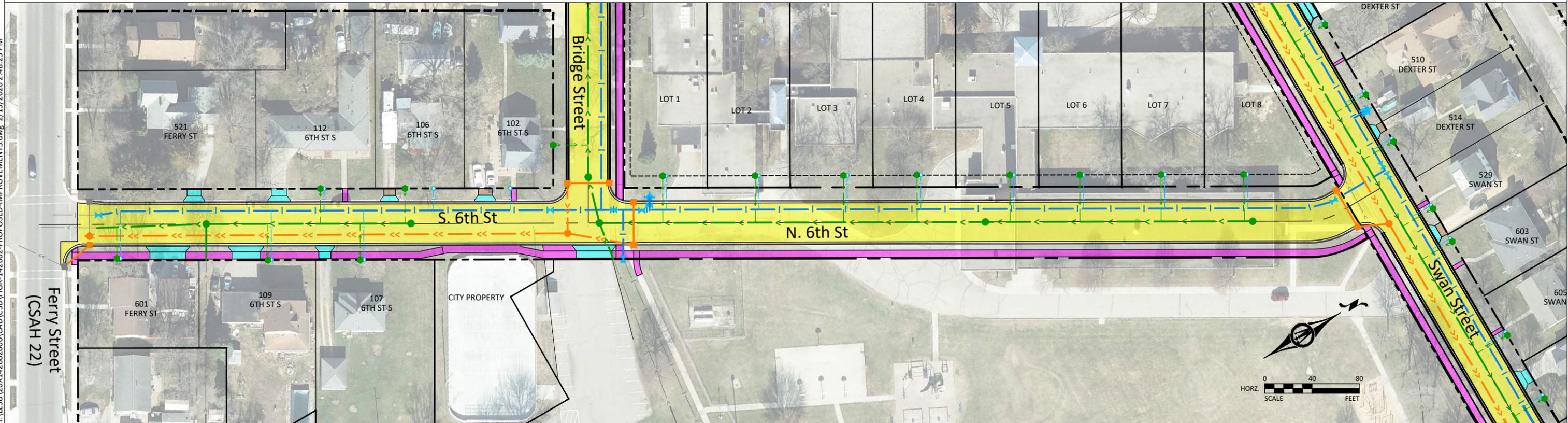


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LEGEND

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|--|---|--|--|--|---|---|
|  PROPOSED BITUMINOUS PAVEMENT |  PROPOSED CONCRETE SIDEWALK PAVEMENT |  PROPOSED CONCRETE DRIVEWAY PAVEMENT |  PROPOSED AGGREGATE SURFACING |  PROPOSED CURB AND GUTTER |  PROPOSED SANITARY SEWER |  EXISTING SANITARY SEWER |
| | | | | |  PROPOSED WATERMAIN |  EXISTING WATERMAIN |
| | | | | |  PROPOSED STORM SEWER |  EXISTING STORM SEWER |



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FACILITY PLAN PUBLIC HEARING NOTICE

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Le Sueur will meet at the Le Sueur Fire Hall located at 950 Kingsway Drive in Le Sueur, MN at 6:30 p.m. on Monday, March 23, 2026, to consider potential improvements to the municipal wastewater system. Improvement options that are being considered include replacing portions of the existing sanitary sewer collection system. Such persons as desire to be heard with reference to the proposed improvement will be heard at this meeting.

Lindsey Dhaene
City Clerk

Published in the Henderson Independent March 13th, 2026.



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Foster Transburg, Public Services Director & Safety Coordinator

SUBJECT: Annual Cogeneration Report

DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

To provide the City Council with the 2025 Annual Cogeneration Report.

SUMMARY

Per the adopted Le Sueur Electric Utility Policy Regarding Distributed Energy Resources and Net Metering, annually the utility shall provide to the governing body – the City Council – an annual report. Below is a table showing the number, type, and generation by type, of cogeneration customers for the utility in 2025. All of these customers are served under the average retail utility energy rate, and none of these customers sell the output of their facilities to any other utility (known as “wheeling”).

Customer Class	Number of Customers	Total Generation
Residential (RE-1)	11	74,964 kWh
Rural (RU-1)	4	94,437 kWh
Large Rural (RU-2)	1	56,200 kWh

ACTION REQUESTED

Staff recommend that City Council accept the 2025 Annual Cogeneration Report as presented.



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Foster Transburg, Public Services Director

SUBJECT: Resolution R2026-013: Approve the Updated 2026 Cogeneration and Small Power Production Tariff

DATE: For the City Council Meeting of Monday, February 23rd, 2026

PURPOSE

Consider approval of the updated 2026 Cogeneration and Small Power Production Tariff and Resolution R2026-013.

SUMMARY

City Council adopted the 2026 Cogeneration and Small Power Production Tariff via Resolution R2026-007 on January 26, 2026. Working with MMPA, staff have updated Schedule 2 of the Tariff to include a chart displaying the avoidable cost rate table, highlighted in yellow. These avoidable costs represent the costs the utility “avoids” paying to its wholesale provider by instead purchasing electricity from cogeneration (solar) customers.

All other items in the Tariff remain unchanged from the January 26th version.

ACTION REQUESTED

Staff recommends approval of Resolution R2026-013 as presented.

Alternate Actions:

- No action / Denial: Updates to tariff will not be approved 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 **R2026-013**

APPROVING THE UPDATED COGENERATION AND SMALL POWER PRODUCTION
TARIFF FOR THE CITY OF LE SUEUR ELECTRIC UTILITY

WHEREAS, the Rules Governing Cogeneration and Small Power Production Facilities with the City of Le Sueur Electric Utility and Minnesota Statutes Section 216B.164 require the utility to file a Cogeneration and Small Power Production Tariff (the “Tariff”) with the City of Le Sueur annually; and

WHEREAS, the statute and rules cited above require the information contained in Schedules 1, 2 and 3 described within; and

WHEREAS, these filings shall be maintained at the City of Le Sueur Electric Utility office and shall be made available for public inspection during normal business hours;

WHEREAS, the City Council adopted the 2026 Tariff on January 26, 2026 via Resolution R2026-007; and

WHEREAS, the Tariff is proposed to be updated with the addition of an avoidable cost table in Schedule 2 within the Tariff.

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

1. The City of Le Sueur approves the updated Cogeneration and Small Power Production Tariff for transactions following the date of adoption stated below.

PASSED by the City Council of the City of Le Sueur on this 23rd day of February 2026.

ATTEST

Shawn Kirby, Mayor

Lindsey Dhaene, City Clerk

VOTE: ___HUNTINGTON ___KIRBY ___SCHLUETER
___SULLIVAN ___NELSON ___SMITH ___WILLIAMS

2026

COGENERATION AND SMALL POWER PRODUCTION TARIFF

TARIFF

Pursuant to its Rules Governing the Interconnection of Cogeneration and Small Power Production Facilities, City of Le Sueur Electric (“Utility”) establishes and/or updates its Cogeneration and Small Power Production Tariff (“Tariff”) for billing and sales transactions following the date of Tariff approval as follows.

The Tariff shall consist of the following three schedules.

SCHEDULE 1.

Calculation of average retail utility energy rates for each utility customer class.

SCHEDULE 2.

Rates at which Utility purchases energy and capacity from the wholesale supplier from which purchases may first be avoided.

SCHEDULE 3.

Utility's adopted interconnection process, or “distributed generation tariff” adopted in compliance with Minnesota Statutes Section 216B.1611, subd. 3(2), including standard contract forms to be used with customers interconnecting qualifying facilities as well as general technical interconnection and interoperability requirements.

SCHEDULE 1- AVERAGE RETAIL UTILITY ENERGY RATES

Average Retail Utility Energy Rates: Available to any Qualifying Facility of less than 40 kW capacity that does not select either Roll Over Credits, Simultaneous Purchase and Sale Billing or Time of Day rates.

Utility shall bill Qualifying Facilities for any excess of energy supplied by Utility above energy supplied by the Qualifying Facility during each billing period according to Utility's applicable rate schedule. Utility shall pay the customer for the energy generated by the Qualifying Facility that exceeds that supplied by Utility during a billing period at the "average retail utility energy rate." "Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available shall be used in the computation.

"Average retail utility energy rates" are as follows:

RESIDENTIAL

AVERAGE RETAIL ENERGY RATE (Jun-Sep)	\$0.135
AVERAGE RETAIL ENERGY RATE (Oct-May)	\$0.122

GENERAL COMMERCIAL

AVERAGE RETAIL ENERGY RATE (Jun-Sep)	\$0.137
AVERAGE RETAIL ENERGY RATE (Oct-May)	\$0.124

LARGE GENERAL

AVERAGE RETAIL ENERGY RATE (all months)	\$0.064
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SMALL INDUSTRIAL

AVERAGE RETAIL ENERGY RATE (all months)	\$0.064
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LARGE INDUSTRIAL

AVERAGE RETAIL ENERGY RATE On-peak	\$0.069
AVERAGE RETAIL ENERGY RATE Weekend/Holiday On-peak	\$0.064
AVERAGE RETAIL ENERGY RATE Off-peak	\$0.047

SMALL RURAL

AVERAGE RETAIL ENERGY RATE (Jun-Sep)	\$0.157
AVERAGE RETAIL ENERGY RATE (Oct-May)	\$0.144

LARGE RURAL

AVERAGE RETAIL ENERGY RATE (all months)	\$0.060
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SCHEDULE 2- WHOLESALE SUPPLY RATES

Wholesale Supply Rates: A “non-generating utility” must list the rates at which it purchases energy and capacity. If the utility has more than one wholesale supplier, the rates listed are of that supplier from which purchases may first be avoided.

Utility purchases energy and capacity from Minnesota Municipal Power Agency. In 2025, the average energy rate paid by Utility was \$0.06634 per kilowatt-hour. The average capacity rate paid by Utility was \$0.02078 per kilowatt-hour.

These rates are used to calculate Utility’s “avoided costs” for purposes of calculating compensation to customers whose Qualifying Facilities are not eligible for compensation at Utility’s average retail utility energy rate or who elect compensation at another rate.

Minnesota Municipal Power Agency Avoidable Cost Rate Calculation 2026 Rate Table

	Energy (\$/kWh)	Capacity (\$/kWh)	REC (\$/kWh)
Summer Months (June-Sept)			
On Peak	0.0614	0	0
Off Peak	0.0338	0	0
All Hours	0.0469	0	0
Winter Months (Oct-May)			
On Peak	0.0482	0	0
Off Peak	0.0342	0	0
All Hours	0.0407	0	0
Annual (January-December)	0.0428	0	0

SCHEDULE 3- INTERCONNECTION PROCESS

Interconnection Process: In order to provide for coordinated interconnection of customer-owned distributed energy resources and comply with Minnesota Statutes Section 216B.1611, subd. 3(2), Utility has adopted the “Minnesota Municipal Interconnection Process (M-MIP) 2022” as recognized by the Minnesota Municipal Utilities Association Board of Directors at its February 9, 2022, meeting and made publicly available at mmua.org.

General technical requirements may be found in the [Minnesota Technical Interconnection and Interoperability Requirements \(TIIR\)](#) as adopted by the Minnesota Public Utilities Commission on January 22, 2020 as part of DOCKET NO. E-999/CI-16-521.

For utility-specific safety standards, required operating procedures for interconnected operations, and the functions to be performed by any control and protective apparatus, please contact Utility for its Technical Specifications Manual (TSM).



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Joe Roby, City Administrator
Foster Transburg, Public Services Director & Safety Coordinator

SUBJECT: Resolution R2026-014: MnDOT Companion Grant Agreement for Construction of Airport Box Hangar

DATE: For the City Council Meeting of February 23rd, 2026

PURPOSE

Consider approval of a resolution authorizing the execution of a grant agreement with the Minnesota Department of Transportation (MnDOT) for the construction of a box hangar at the Le Sueur Municipal Airport.

SUMMARY

At its May 12th, 2025 meeting, City Council awarded a contract for construction of a 50' x 50' box hangar at the Le Sueur Municipal Airport; the hangar will be owned and leased out by the City. Subsequently, at its September 22, 2025 meeting, City Council adopted Resolution R2025-047, approving the execution of a Federal Aviation Administration (FAA) grant to cover 95% of allowable costs of the hangar project.

Staff have worked with the City's Airport Engineer and MnDOT to finalize a draft of the companion MnDOT grant covering 2.5% of the remaining project costs. The grant is attached to Resolution R2026-014, herein presented for City Council consideration and approval.

ACTION REQUESTED

Staff recommends the approval of Resolution R2026-014 as presented.

Alternate Actions:

- No action/Denial: MnDOT grant 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 **R2026-014**

RESOLUTION APPROVING STATE AIRPORT FUND GRANT AGREEMENT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION – CONTRACT NO. 1062006

WHEREAS, the City of Le Sueur (“City”), in pursuit of development at its owned airport, Le Sueur Municipal Airport (“12Y”), is constructing an aircraft box hangar at 12Y; and

WHEREAS, in support of said construction, the City applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number 1062006 (“Agreement”).

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

1. The City hereby agrees to the terms and conditions of the Agreement; and
2. The City Administrator is hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the City of Le Sueur, Minnesota.

PASSED by the City Council of the City of Le Sueur on this 23rd day of February 2026.

ATTEST

Shawn Kirby, Mayor

Lindsey Dhaene, City Clerk

VOTE: ___ HUNTINGTON ___ KIRBY ___ SCHLUETER
___ SULLIVAN ___ NELSON ___ SMITH ___ WILLIAMS

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and The City of Le Sueur, 203 South Second Street, Le Sueur, MN 56058 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A4005-55** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on December 31, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
- 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement.

2. Grantee's Duties

- 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
- 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
- 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.5 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.6 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
4. **Cost Participation and Payment**
- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 **Federal Funding.** The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the federal government. Federal funds for the Project will be received and disbursed by the State.
- 4.1.1.1 **Requests for Additional Federal Reimbursement.** If Grantee intends to request additional federal reimbursement for Project costs, it must make all reasonable efforts to do so, and notify the State of the same, no later than thirty (30) days prior to the expiration of this Agreement. If federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the total state funds granted under this Agreement. Any further state match funding provided as part of this Agreement will be based on the State's current rate letter available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.
- 4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$11,210.53**.
- 4.4 **Payment**
- 4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website:
<https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services.
- 4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

- 4.4.4 **State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.
- 4.4.6 **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.
- 4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.
- 4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:
- 4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.
- 4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.
- 4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.
- 4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.
5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction. .

6. Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Joe Roby, City Administrator

Phone (507) 665-6401 jroby@cityoflesueur.com

City of Le Sueur

203 Second Street South

Le Sueur, MN 56058

or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.2.1 **FAA Letter Amendments.** Notwithstanding the foregoing, if the Federal Aviation Administration ("FAA") issues a Letter Amendment for this Agreement that results in an increase in the federal share of grant funds indicated in clause 4.1 herein, MnDOT's receipt of such Letter Amendment has the effect of automatically amending the total amount and respective shares granted under this Agreement without the requirement of a written amendment.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at:

https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Ownership. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation. Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this Agreement in the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or

material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____
Date: _____
SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By: _____
Date: _____

GRANTEE

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____
Date: _____

Exhibit 'A'



203 South Second Street

Le Sueur, MN 56058

February 11, 2026

RE: Le Sueur Municipal Airport (12Y)
FY 2025 Federal Grant Request (IJA/AIG)

Luke Bourassa
Regional Airport Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

Dear Mr. Bourassa:

The City of Le Sueur is requesting a grant from the Federal Aviation Administration (FAA) and MnDOT Aeronautics for the Le Sueur Municipal Airport for Federal Fiscal Year 2025. The grant request is for the 2025 Box Hangar Construction. Associated costs with this project are as follows:

2025 Box Hangar – Final Design (SEH)	\$ 49,100.00
2025 Box Hangar – Design Amend 1 (SEH)	\$ 8,100.00
2025 Box Hangar – Construction Administration (SEH)	\$ 78,800.00
2025 Box Hangar – Construction (RAM Inc.)	\$ 364,019.00
<u>Administration (City of Le Sueur)</u>	<u>\$ 1,000.00</u>
TOTAL PROJECT COSTS (APPROX):	\$ 501,019.00

The City of Le Sueur has an IJA/AIG balance of \$426,000 and has received a federal IJA/AIG grant for this project at a prorated amount of 89.5% of the total project cost. The 89.5% total project proration is \$448,421.06. This grant request is requesting federal FAA participation for this project at 95 percent (\$426,000) and a state grant at 2.5 percent of the project costs (\$11,210.53). The remaining 2.5 percent (\$11,210.53) of the project costs will be covered by local funding (City of Le Sueur).

The remaining 10.5% (\$52,597.94) of the total project costs will be submitted as a forthcoming 2026 IJA/AIG grant request.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Roby", is written over a faint, larger version of the signature.

Joe Roby, City Administrator
City of Le Sueur, Minnesota

CC: Tim Wegwerth, SEH
Jess Tillman, FAA

Enclosure

Exhibit 'B'

Airport: Le Sueur Municipal Airport
 Airport Sponsor: City of Le Sueur
 Ident: 12Y
 UEI: NLBAHQ6LQ4R7
 State Project No.: A4005-55
 Federal Project No.: 3-27-0046-021-2025
 Agreement No.: 1062006
 Project Description: 2025 Box Hangar Construction
 Date: 5.23.25

Construction	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
	RAM Inc.	\$ 364,019.00	95.00%	2.50%	\$ 345,818.05	\$ 9,100.48	\$ 9,100.48
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
	CONSTRUCTION SUBTOTAL	\$ 364,019.00			\$ 345,818.05	\$ 9,100.48	\$ 9,100.48
Engineering	Description	Total	Federal	State	Federal	State	Local
	FD - SEH	\$ 57,200.00	95.00%	2.50%	\$ 54,340.00	\$ 1,430.00	\$ 1,430.00
	CA - SEH	\$ 78,800.00	95.00%	2.50%	\$ 74,860.00	\$ 1,970.00	\$ 1,970.00
		\$ -	95.00%	2.50%	\$ -	\$ -	\$ -
	ENGINEERING SUBTOTAL	\$ 136,000.00			\$ 129,200.00	\$ 3,400.00	\$ -
Administration	Description	Total	Federal	State	Federal	State	Local
	City of Le Sueur	\$ 1,000.00	95.00%	2.50%	\$ 950.00	\$ 25.00	\$ 25.00
		\$ -			\$ -	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ 1,000.00			\$ 950.00	\$ 25.00	\$ 25.00
	Total (before adjustments)	\$ 501,019.00			\$ 475,968.05	\$ 12,525.48	\$ 9,125.48
	Adjustments to round Fed amount				\$ 475,968.00	\$ 12,525.48	\$ 12,525.53
	Grant Amounts	\$ 501,019.00			\$ 475,968.00	\$ 12,525.48	\$ 12,525.53
AIG	Actual Grant Amount	\$ 448,421.06			\$ 426,000.00	\$ 11,210.53	\$ 11,210.53
	Overall Share Percentages				95.00%	2.50%	2.50%
AIG 2026	Next Year Grant	\$ 52,597.94			\$ 49,968.00	\$ 1,314.95	\$ 1,314.99

\$ 448,421.06



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 R2026-015: EDA Minor Subdivision
DATE: For the City Council Meeting of Monday, February 23rd, 2026

BACKGROUND

The Le Sueur Economic Development Authority (EDA) has made an application for a minor subdivision to divide a property located along Kingsway Drive. The EDA is purchasing two parcels of land that are approximately ~7 acres in size from the LSH School District. The purchase would allow for the EDA to convey the property for future housing development. The southern of the two parcels (Property ID 21.136.7500) requires the division of a property.

SUBJECT SITE

The School District owns an area that is about 36 acres in size, according to County records. The EDA is attempting to purchase the northerly 7 acres of the site. This includes the approximately 30-foot-wide strip of land that extends to Boright Street to the north.

One parcel that is approximately 3.5 acres in size is generally being purchased in its entirety (see #1 in the image). The second parcel is approximately 3.5 acres of the 30 acre parcel owned by the School District south of the trail (see #2 in the image). The trail parcel is identified as #3 in the image to the right, and is understood to be owned by the City.



EDA PROPOSAL

The EDA intends to purchase this property from the School District to continue the EDA’s goal of providing housing in the appropriate context within the community. This area is identified in the Comprehensive Plan as being for higher density

housing. Also, the EDA would be working towards correcting the issues related to the long 30-foot-wide strip of land and putting that into EDA ownership.

The EDA has been involved with this property in the past, most recently on a development for single and multi-family housing. The EDA's proposal is to subdivide the property, creating a single ~8-acre parcel, convey the property to a developer, and place housing on the property, relocating the public trail to accommodate the housing project. A preliminary concept of such a project is shown below:



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 High Density Residential Land Use, which would allow for apartments.

Zoning. The proposed development is on property zoned R-4, High Density Residential. The proposed property meets the minimum standards for lot area and width. The property will be platted in the future with a full zoning review before the Planning Commission and City Council.

Streets & Sidewalks. Road right-of-way on the south side of the property would be platted when developed. No dedication would be required, at this time.

The EDA will need to work with the City to relocate the trail with future development. It is proposed to be moved within the future platted right-of-way.

Park Dedication. Park Dedication will be paid at the time of platting.

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 Engineer will review grading and drainage with the forthcoming plat.

Minor Subdivision. As stated above, the EDA is seeking to do a property boundary adjustment that would create an approximately 7-acre site on the north end of this property owned by the School District. The City's Subdivision allows for this in Section 152.021. The EDA will be required to plat the property in the future before using the site.

APPLICATION REVIEW

The Minor Subdivision needs to meet the criteria for review of a subdivision found in Section 152.051 (F) of City Code. The Planning Commission met on February 12, 2026 and recommends approval of the subdivision as presented. The Council may deny the subdivision if it makes any one or more of the following findings:

(a) That the proposed subdivision is in conflict with adopted applicable general and specific comprehensive plans of the city;

(b) That the physical characteristics of this site, including but not limited to topography, percolation rate, soil conditions, susceptibility to erosion and siltation, susceptibility to flooding, water storage, drainage, and retention, are such that the site is not suitable for the type of development, design, or use contemplated;

(c) That the site is not physically suitable for the proposed density of development;

(d) That the design of the subdivision or the proposed improvements are likely to cause environmental damage;

(e) That the design of the subdivision or the type of improvements are likely to cause public health problems;

(f) That the design of the subdivision or the type of improvements will conflict with easements of record or with easements established by judgement of a court;

(g) That the proposed subdivision, its site, or its design adversely affects the flood-carrying capacity of the floodway, increases flood stages and velocities, or increases flood hazards within the floodway fringe or within other areas of the city;

(h) The proposed subdivision is inconsistent with the policies and standards of the state-defined Shoreland, Floodplain, and Wetland Districts;

(i) The City Council deems the subdivision to be premature;

(j) The design of the subdivision does not conform to minimum city standards; and

(k) That the proposed subdivision will not provide adequate extension of infrastructure including roads or utilities to surrounding property.

None of the above conditions are present, and it is the recommendation of the Planning Commission and City staff to approve the Minor Subdivision. Further development details will be brought forward with the upcoming plat and site plan.

STAFF RECOMMENDATION

City staff find that the proposed property division meets City requirements provided that:

1. The property is platted with any future development.
2. Park dedication is paid at the time of platting.
3. The EDA and City vacate the current trail and relocate the trail within the future plat.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of the minor subdivision.

ACTION REQUESTED

City staff recommend City Council adopt Resolution R2026-015 as presented.

Alternate Actions:

- No action / Denial: Minor Subdivision as presented 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 **R2026-015**

RESOLUTION APPROVING A MINOR SUBDIVISION TO CONVEY PROPERTY FROM
THE SCHOOL DISTRICT TO THE LE SUEUR ECONOMIC DEVELOPMENT
AUTHORITY ADJACENT TO KINGSWAY DRIVE

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

WHEREAS, the Le Sueur Economic Development Authority (the “Applicant”) has requested a minor subdivision to obtain two parcels of land from Independent School District No. 2397 (the “Owner”) that are legally described on Exhibits A and B; and

WHEREAS, Exhibit A is the northern parcel of land about 3.43 acres in size, currently identified by Le Sueur County as Property ID # 21.580.0010; and

WHEREAS, Exhibit B is the southern parcel of land about 3.59 acres in size, currently identified by Le Sueur County as a portion of Property ID # 21.136.7500; and

WHEREAS, the Applicant is seeking to obtain the two parcels of land for future development consistent with the City’s Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the Planning Commission reviewed the minor subdivision at their February 12, 2026 meeting and recommended approval of the minor subdivision; and

WHEREAS, the City Council reviewed the application at its February 23, 2026 meeting and reviewed the recommendation of the Planning Commission.

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

1. The property is platted with any future development.
2. Park dedication is paid at the time of platting.
3. The EDA and City vacate the current trail and relocate the trail within the future plat.

PASSED by the Le Sueur City Council this the 23rd day of February 2026.

ATTEST

Shawn Kirby, Mayor

Lindsey Dhaene, City Clerk

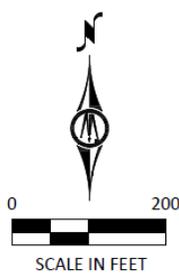
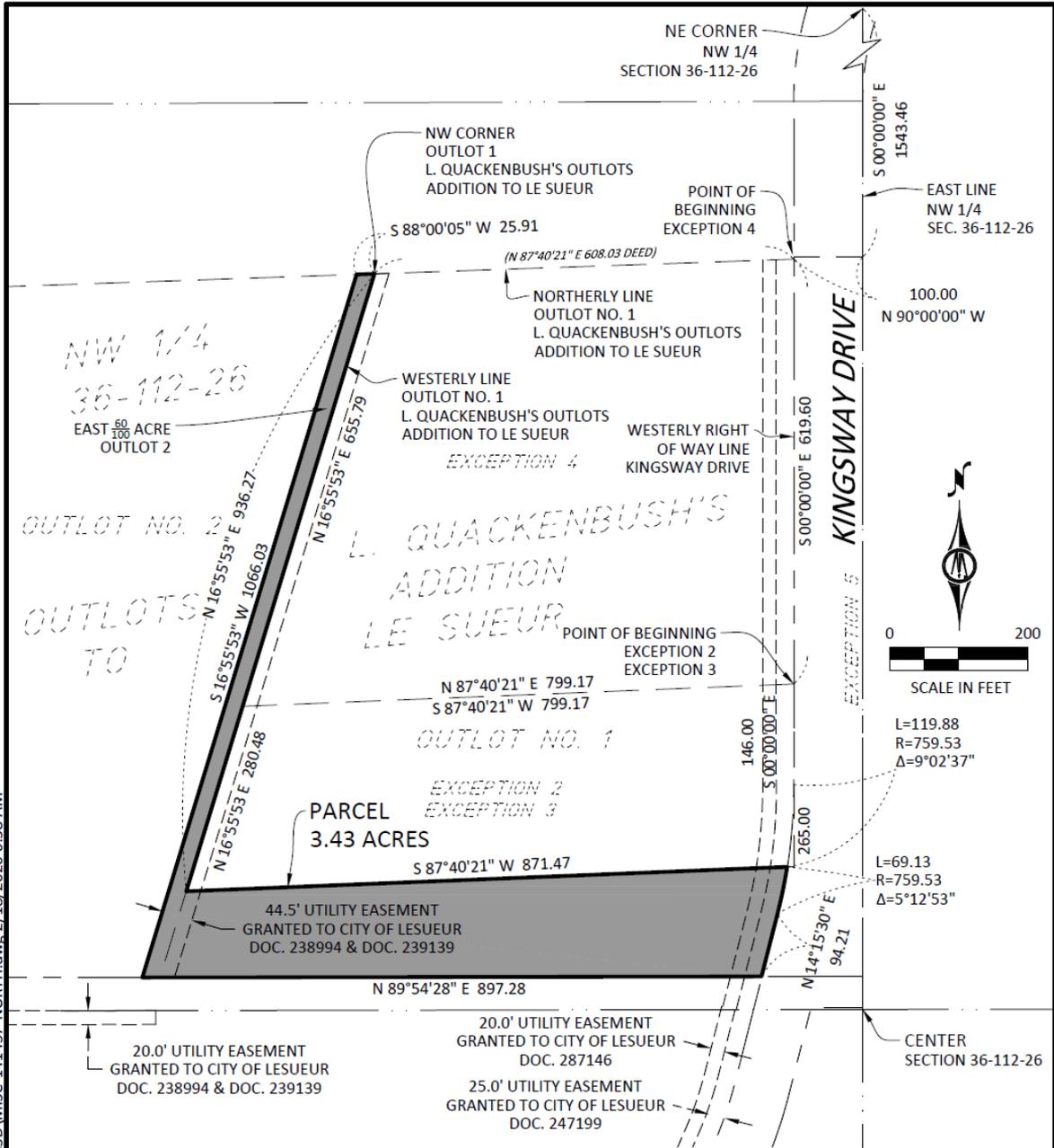
VOTE: ___HUNTINGTON ___KIRBY ___SCHLUETER
___SULLIVAN ___SMITH ___NELSON ___WILLIAMS

Attached:

Exhibit A – Northern Parcel

Exhibit B – Southern Parcel

EXHIBIT A – NORTHERN PARCEL



SHEET 1 OF 4

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CERTIFICATE OF SURVEY
LE SUEUR, MINNESOTA



1960 Premier Drive
Mankato, MN 56001
Phone: (507) 625-4171

PART OF OUTLOT 1 & OUTLOT 2, L. QUACKENBUSH'S
ADDITION TO LE SUEUR, LE SUEUR COUNTY, MINNESOTA

FOR: LE SUEUR, CITY OF

JOB NUMBER: 25X.141437.000

FIELD BOOK:

DRAWN BY: CDT

DESCRIPTION

Outlot One (1) of L. Quackenbush's Addition to Le Sueur and a strip of land of equal width containing Sixty One Hundreths (60/100) of an acre on the East line of Lot Number Two (2) running the whole length of said Lot in L. Quackenbush's Addition to Le Sueur, according to the recorded plat of said Addition on file and of record in the Office of County Recorder in and for said County and State, Except the following:

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

Exception No. 2: All that part of Outlot 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota, described as: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 112 North, Range 26 West, thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said NW 1/4 of Section 36, a distance of 1,543.46 feet; thence North 90 degrees 00 minutes 00 seconds West 100.00 feet to a point on the Westerly right-of-way line of Kingsway Drive; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line 619.60 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line 146.00 feet to the point of curvature of a 759.53 foot radius curve to the right having a central angle of 09 degrees 02 minutes 37 seconds; thence on a curve and said Westerly right-of-way line, 119.88 feet; thence South 87 degrees 40 minutes 21 seconds West, 871.47 feet to the Westerly line of Outlot No. 1; thence North 16 degrees 55 minutes 53 seconds East, on said Westerly line; 280.48 feet to a point 655.79 feet from the Northwest corner of Outlot No. 1; thence North 87 degrees 40 minutes 21 seconds East, 799.17 feet to the point of beginning.

Exception No. 3: All that part of Outlot 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota described as: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 112 North, Range 26 West, Le Sueur County Minnesota; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said NW 1/4 1,543.46 feet; thence North 00 degrees 00 minutes 00 seconds West 100.00 feet to a point on the Westerly right-of-way line of Kingsway Drive; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line a distance of 619.60 feet to the point of beginning; thence continuing South 00 degrees 00 minutes 00 seconds East along the Westerly right-of-way line of Kingsway Drive 265.00 feet; thence proceeding South 87 degrees 40 minutes 21 seconds West to the Westerly line of said Outlot 1; thence proceeding North 16 degrees 55 minutes 52 seconds East along said Westerly line of Outlot 1 as measured along said Westerly line; thence proceeding North 87 degrees 40 minutes 21 seconds East, 799.17 feet to the point of beginning.

Exception No. 4: All that part of Outlet 1, L. Quackenbush's Outlots Addition to Le Sueur, Le Sueur County, Minnesota described as: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 112 North, Range 26 West, Le Sueur County, Minnesota; thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) on the East line of said NW 1/4 1,543.46 feet; thence North 90 degrees 00 minutes 00 seconds West, 100.00 feet to a point on the westerly right-of-way line of Kingsway Drive and the point of beginning; thence South 00 degrees 00 minutes 00 seconds East on said Westerly right-of-way line, a distance of 619.60 feet; thence South 87 degrees 40 minutes 21 seconds West, 799.17 feet to the westerly line of said Outlet 1; thence North 16 degrees 55 minutes 52 seconds East on said westerly line, 655.79 feet to the Northwest corner of said Outlot 1; thence North 87 degrees 40 minutes 21 seconds East on the northerly line of said Outlot 1, a distance of 608.03 feet to the point of beginning.

SHEET 2 OF 4

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CERTIFICATE OF SURVEY
LE SUEUR, MINNESOTA

PART OF OUTLOT 1 & OUTLOT 2, L. QUACKENBUSH'S
ADDITION TO LE SUEUR, LE SUEUR COUNTY, MINNESOTA



**BOLTON
& MENK**

1960 Premier Drive
Mankato, MN 56001
Phone: (507) 625-4171

FOR: LE SUEUR, CITY OF

JOB NUMBER: 25X.141437.000

FIELD BOOK:

DRAWN BY: CDT

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DESCRIPTION (CONTINUED)

Exception No. 5: All the part of Kingsway Drive right of way (Per Record Document 174575) as described as follows:

Beginning at the South Quarter corner of Section Thirty-six (36), Township One Hundred Twelve (112) North, Range Twenty-six (26) West; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the North-South centerline of Section Thirty-six (36) (the same being the westerly line of Barony Hill Addition to the City of Le Sueur) a distance of 622.76 feet to the Northwest corner of Barony Hill Addition; thence North 90 degrees 00 minutes 00 seconds East along the North line of Barony Hill Addition, a distance of 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East and parallel with the North-South centerline of Section Thirty-six (36) a distance of 57.24 feet to the point of curvature of a circular curve to the left; thence northwesterly along a 443.61 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds, an arc distance of 381.32 feet to the point of tangency of said curve; thence North 49 degrees 15 minutes 00 seconds West along the tangent of said curve, 153.85 feet to the point of curvature of a circular curve to the right; thence northwesterly along a 450.88 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds, an arc distance of 387.56 feet to the point of tangency of said curve; thence North 00 degrees 00 minutes 00 seconds East and parallel with the North-South centerline of Section Thirty-six (36) a distance of 287.32 feet to the point of curvature of a circular curve to the right; thence northeasterly along a 440.59 foot radius curve, central angle = 23 degrees 30 minutes 30 seconds, an arc distance of 180.77 feet to the point of tangency of said curve; thence North 23 degrees 30 minutes 30 seconds East, along the tangent of said curve, 523.05 feet to the point of curvature of a circular curve to the left; thence northeasterly along a 658.07 foot radius curve, central angle; 09 degrees 15 minutes 00 seconds, an arc distance of 106.24 feet to the point of tangency of said curve; thence North 14 degrees 15 minutes 30 seconds East along the tangent of said curve, 132.35 feet to a point on the East-West centerline of Section Thirty-six (36); thence easterly along said East-West centerline, 75 feet to the center of Section Thirty-six (36); thence North 00 degrees 00 minutes 00 seconds East along the North-South centerline of Section Thirty-six (36) a distance of 1314.75 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section Thirty-six (36); said point being the point of curvature of a circular curve to the right; thence northeasterly along a 383.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds, an arc distance of 141.82 feet to the point of tangency of said curve; thence North 68 degrees 48 minutes 00 seconds West, radially to said curve, 20.00 feet; thence North 21 degrees 12 minutes 00 seconds East, 55.31 feet to the point of curvature of a circular curve to the left; thence northeasterly along a 483.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds; an arc distance of 178.82 feet to the point of tangency of said curve; thence North 00 degrees 00 minutes 00 seconds East and parallel with the North-South centerline of Section Thirty-six (36) a distance of 367.21 feet to the point of curvature of a circular curve to the left; thence northwesterly along a 372.88 foot radius curve, central angle = 68 degrees 06 minutes 42 seconds an arc distance of 443.27 feet to the point of tangency of said curve; thence South 21 degrees 53 minutes 18 seconds West, radially to said curve, 80.00 feet to the point of curvature of a circular curve which center of radius bears South 21 degrees 53 minutes 18 seconds West; thence southeasterly along a 292.88 foot radius curve, central angle = 68 degrees 06 minutes 42 seconds, an arc distance of 348.16 feet to the point of tangency of said curve, thence South 00 degrees 00 minutes 00 seconds West along the tangent of said curve, and parallel with the North-South centerline of Section Thirty-six (36) a distance of 367.21 feet to the point of curvature of a circular curve to the right; thence southwesterly along a 403.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds, an arc distance of 149.22 feet to the point of tangency of said curve; thence South 21 degrees 12 minutes 00 seconds West along the tangent of said curve, 55.31 feet to the point of curvature of a circular curve to the left; thence southwesterly along a 483.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds, an arc distance of 178.82 feet to the point of tangency of said curve;

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SHEET 3 OF 4

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CERTIFICATE OF SURVEY
LE SUEUR, MINNESOTA



1960 Premier Drive
Mankato, MN 56001
Phone: (507) 625-4171

PART OF OUTLOT 1 & OUTLOT 2, L. QUACKENBUSH'S
ADDITION TO LE SUEUR, LE SUEUR COUNTY, MINNESOTA

FOR: LE SUEUR, CITY OF

4.0 S36-T112N-R26W-(24)

JOB NUMBER: 25X.141437.000

FIELD BOOK:

DRAWN BY: CDT

DESCRIPTION (CONTINUED)

thence South 00 degrees 00 minutes 00 seconds West, along the tangent of said curve and parallel with the North-South centerline of Section Thirty-six (36) a distance of 993.95 feet to the point of curvature of a circular curve to the right; thence southwesterly along a 759.53 foot radius curve, central angle = 14 degrees 15 minutes 30 seconds, an arc distance of 189.01 feet to the point of tangency of said curve; thence South 14 degrees 15 minutes 30 seconds West along the tangency of said curve, 250.00 feet to the point of curvature of a circular curve to the right; thence Southwesterly along a 578.07 foot radius curve, central angle = 09 degrees 15 minutes 00 seconds, an arc distance of 93.33 feet to the point of tangency of said curve; thence South 23 degrees 30 minutes 30 seconds West, along the tangent of said curve, 523.05 feet to the point of curvature of a circular curve to the left; thence southwesterly along a 520.59 foot radius curve, central angle = 23 degrees 30 minutes 30 seconds, an arc distance of 213.60 feet to the point of tangency of said curve; thence South 00 degrees 00 minutes 00 seconds East along the tangent of said curve, and parallel with the North-South centerline of Section Thirty-six (36) a distance of 287.32 feet to the point of curvature of a circular curve to the left; thence southeasterly along a 530.88 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds an arc distance of 456.33 feet to the point of tangency of said curve; thence South 49 degrees 15 minutes 00 seconds East along the tangent of said curve, 153.85 feet to the point of curvature of a circular curve to the right; thence southeasterly along a 363.61 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds, an arc distance of 312.55 feet to the point of tangency of said curve; thence South 00 degrees 00 minutes 00 seconds West along the tangent of said curve, and parallel with the North-South centerline of Section Thirty-six (36) a distance of 580.27 feet to a point on the South line of Section Thirty-six (36); thence easterly along said South line a distance of 40.00 feet to the point of beginning.

SURVEYOR'S CERTIFICATION

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

Jayele Fowlds

02/18/2026

Jayele Fowlds
License Number 26748

Date

SHEET 4 OF 4

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CERTIFICATE OF SURVEY
LE SUEUR, MINNESOTA

PART OF OUTLOT 1 & OUTLOT 2, L. QUACKENBUSH'S
ADDITION TO LE SUEUR, LE SUEUR COUNTY, MINNESOTA



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Phone: (507) 625-4171

FOR: LE SUEUR, CITY OF

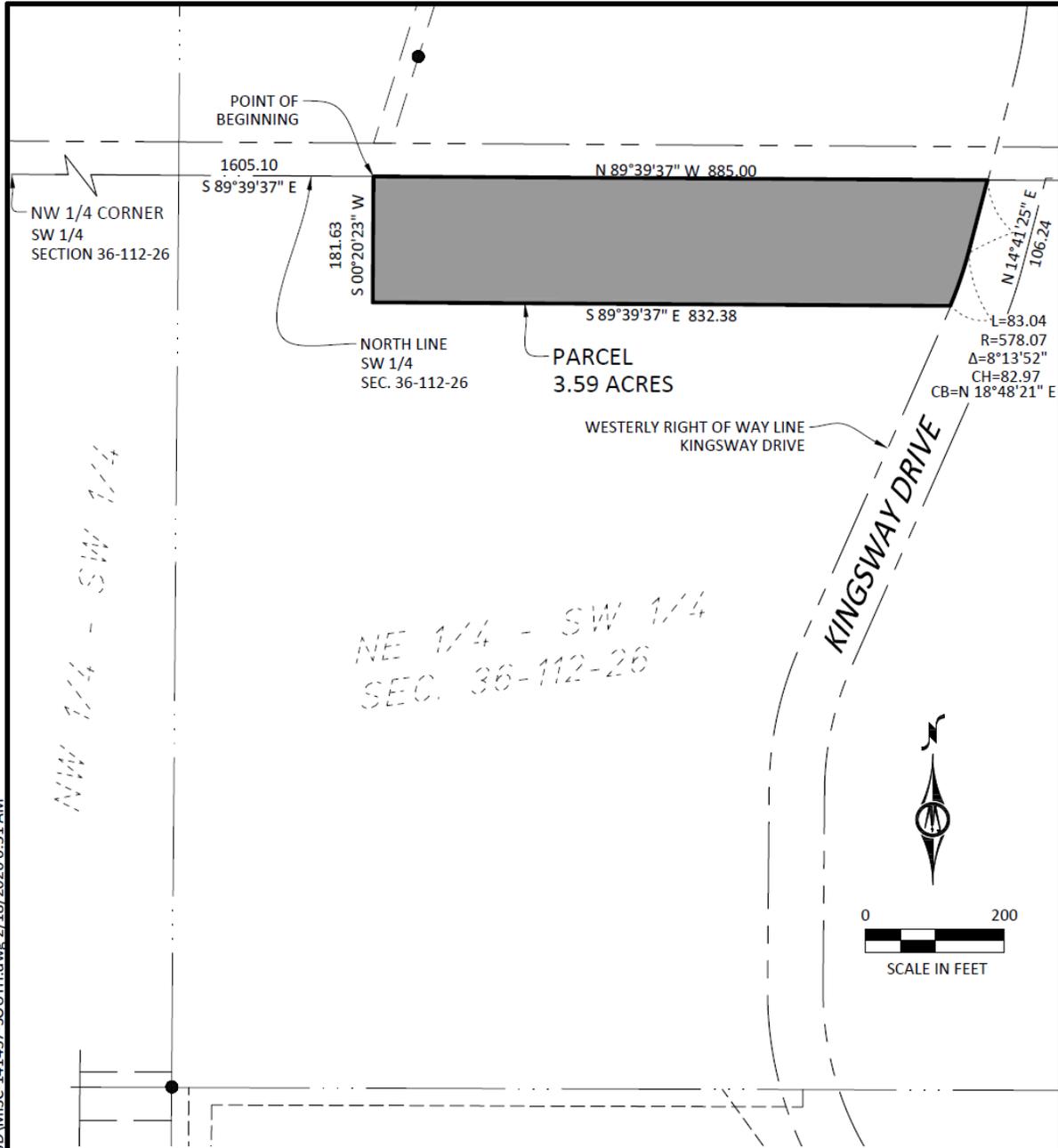
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EXHIBIT B – SOUTHERN PARCEL



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SHEET 1 OF 3

CERTIFICATE OF SURVEY LE SUEUR, MINNESOTA	
 BOLTON & MENK	1960 Premier Drive Mankato, MN 56001 Phone: (507) 625-4171

PART OF THE NE 1/4 - SW 1/4 OF SECTION 36, TOWNSHIP 112 NORTH, RANGE 26 WEST, LE SUEUR COUNTY, MINNESOTA

FOR: LE SUEUR, CITY OF

JOB NUMBER: 25X.141437.000 FIELD BOOK: DRAWN BY: CDT

DESCRIPTION

All that part of the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4), Section 36, Township 112 North, of Range 26 West, Le Sueur County, Minnesota described as:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 36; thence South 89 degrees 39 minutes 37 seconds East, (Minnesota County Coordinate System - Le Sueur County Zone - 2011), along the north line of the Southwest Quarter of said Section 36, a distance of 1605.10 feet to the point of beginning of the parcel to be described; thence South 00 degrees 20 minutes 23 seconds West, a distance of 181.63 feet; thence South 89 degrees 39 minutes 37 seconds East, a distance of 832.38 feet to the westerly right of way line of Kingsway Drive (Kingsway Drive Right of Way described below); thence Northeasterly along said westerly right of way line, a distance of 83.04 feet, along a non-tangential curve to the left, having a radius of 578.07 feet and a central angle of 08 degrees 13 minutes 52 seconds and the chord of said curve is 82.97 feet in length and bears North 18 degrees 48 minutes 21 seconds East; thence North 14 degrees 41 minutes 25 seconds East, along said westerly right of way line, a distance of 106.24 feet to said north line; thence North 89 degrees 39 minutes 37 seconds West, along said north line, a distance of 885.00 feet to the point of beginning.

Kingsway Drive right of way (Per Record Document 174575) as described as follows:

Beginning at the South Quarter corner of Section Thirty-six (36), Township One Hundred Twelve (112) North, Range Twenty-six (26) West; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing) along the North-South centerline of Section Thirty-six (36) (the same being the westerly line of Barony Hill Addition to the City of Le Sueur) a distance of 622.76 feet to the Northwest corner of Barony Hill Addition; thence North 90 degrees 00 minutes 00 seconds East along the North line of Barony Hill Addition, a distance of 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East and parallel with the North-South centerline of Section Thirty-six (36) a distance of 57.24 feet to the point of curvature of a circular curve to the left; thence northwesterly along a 443.61 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds, an arc distance of 381.32 feet to the point of tangency of said curve; thence North 49 degrees 15 minutes 00 seconds West along the tangent of said curve, 153.85 feet to the point of curvature of a circular curve to the right; thence northwesterly along a 450.88 foot radius curve, central angle = 49 degrees 15 minutes 00 seconds, an arc distance of 387.56 feet to the point of tangency of said curve; thence North 00 degrees 00 minutes 00 seconds East and parallel with the North-South centerline of Section Thirty-six (36) a distance of 287.32 feet to the point of curvature of a circular curve to the right; thence northeasterly along a 440.59 foot radius curve, central angle = 23 degrees 30 minutes 30 seconds, an arc distance of 180.77 feet to the point of tangency of said curve; thence North 23 degrees 30 minutes 30 seconds East, along the tangent of said curve, 523.05 feet to the point of curvature of a circular curve to the left; thence northeasterly along a 658.07 foot radius curve, central angle; 09 degrees 15 minutes 00 seconds, an arc distance of 106.24 feet to the point of tangency of said curve; thence North 14 degrees 15 minutes 30 seconds East along the tangent of said curve, 132.35 feet to a point on the East-West centerline of Section Thirty-six (36); thence easterly along said East-West centerline, 75 feet to the center of Section Thirty-six (36); thence North 00 degrees 00 minutes 00 seconds East along the North-South centerline of Section Thirty-six (36) a distance of 1314.75 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section Thirty-six (36); said point being the point of curvature of a circular curve to the right; thence northeasterly along a 383.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds, an arc distance of 141.82 feet to the point of tangency of said curve; thence North 68 degrees 48 minutes 00 seconds West, radially to said curve, 20.00 feet; thence North 21 degrees 12 minutes 00 seconds East, 55.31 feet to the point of curvature of a circular curve to the left; thence northeasterly along a 483.29 foot radius curve, central angle = 21 degrees 12 minutes 00 seconds; an arc distance of 178.82 feet to the point of tangency of said curve;

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SHEET 2 OF 3

CERTIFICATE OF SURVEY LE SUEUR, MINNESOTA		PART OF THE NE 1/4 - SW 1/4 OF SECTION 36, TOWNSHIP 112 NORTH, RANGE 26 WEST, LE SUEUR COUNTY, MINNESOTA FOR: LE SUEUR, CITY OF
 BOLTON & MENK	1960 Premier Drive Mankato, MN 56001 Phone: (507) 625-4171	

4.0 S36-T112N-R26W-(31)

JOB NUMBER: 25X.141437.000 FIELD BOOK: DRAWN BY: CDT

