

Le Sueur County Board of Commissioners Meeting



Le Sueur County Government Center, 88 South Park Avenue, Le Center, MN 56057

Commissioners: Danny O'Keefe 2026 Chair, John King, Dave Preisler, Steve Rohlffing, Dennis Tietz

Tuesday, February 3, 2026 at 9 a.m. / Commissioner's Board Room

***Note: Some Board Members may be participating by interactive technology**

Meeting Agenda

1. Teams Meeting Information - February 3, 2026

Documents:

[LE SUEUR COUNTY BOARD ROOM INVITES YOU TO JOIN THIS TEAMS MEETING 2.3.26.PDF](#)

2. 9:00 A.M. Call The Le Sueur County Board Of Commissioners Meeting To Order

3. Pledge Of Allegiance

4. Agenda Review And Approval

5. 9:02 A.M. Public Open Forum

Note: This opportunity is reserved for private citizens only - not employees, unions or other organized groups funded by or associated with Le Sueur County. There is a three minute time limit per person to discuss topics that are not already on the meeting agenda for the day. The Board will not take action at the time of the presentation, but will direct County staff to respond appropriately to issues raised by citizens.

6. 9:05 A.M. Aaron Stubbs, Planning & Zoning Administrator (15 Min)

Documents:

[PAND Z PACKET - 02_03_2026.PDF](#)
[ENV. SERVICES PROPOSED SULP AMENDMENTS - 02_03_2026.PDF](#)

7. 9:20 A.M. Megan Kirby, Public Health Director (10 Min)

8. 9:30 A.M. Jim McMillen, Facilities Director (10 Min)

1. Replacement of Aeon RTU #1

1. Schwickert's Tecta America, LLC = \$95,497.00
2. Davis Mechanical Systems = \$93,350.00

Documents:

[LE SUEUR COUNTY GOV CENTER AAON UNIT-12909.PDF](#)
[CURRENT PW26 LE SURUR GOV CENTER AAON MUA PROPOSAL .PDF](#)

9. Commissioner Committee Reports

10. Future Meetings

Documents:

[FEBRUARY 3 FUTURE MEETINGS.PDF](#)

11. Adjourn

12. Work Session: Comp Plan

13. 1:30 P.M. Le Sueur - Waseca Community Health Board, Waterville City Offices



Le Sueur County Board of Commissioners Meeting

Tuesday, February 3, 2026

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 229 306 229 047 1

Passcode: hu2aL7gB

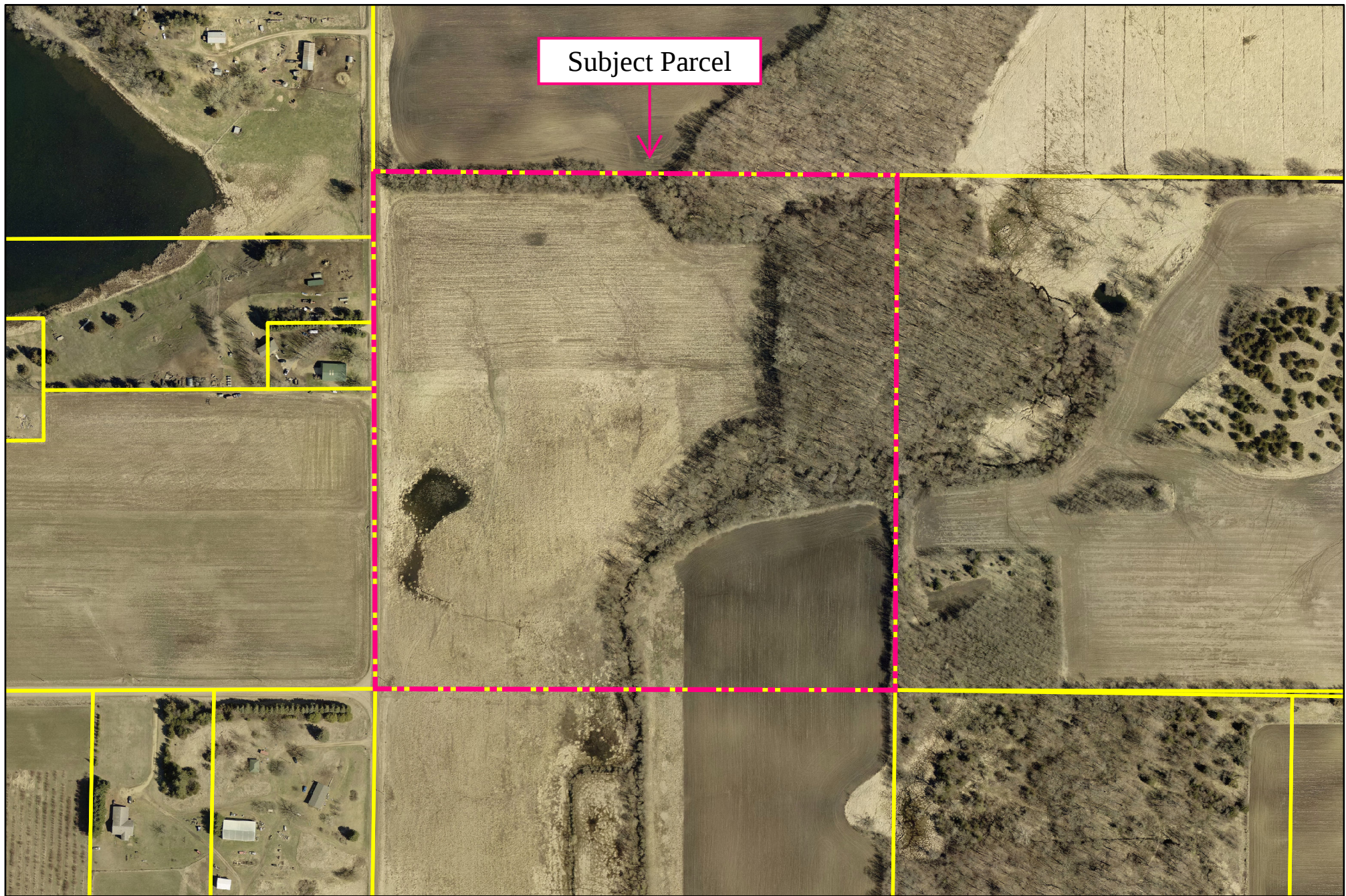
Dial in by phone

[+1 469-850-4198,,503954433#](#) United States, Frisco

[Find a local number](#)

Phone conference ID: 503 954 433#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



Subject Parcel

0 125 250 500 750 1,000 Feet

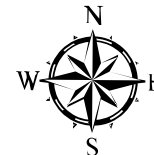
Map Disclaimer

Reasonable efforts have been made by the Le Sueur County GIS Department to verify that these maps accurately interpret the source data used in their preparation. However, a degree of error is inherent in all maps. These maps may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. *The maps are date specific and are intended for use only at the published scale. *These maps should not be used for navigational, engineering, legal, or any other site-specific use.

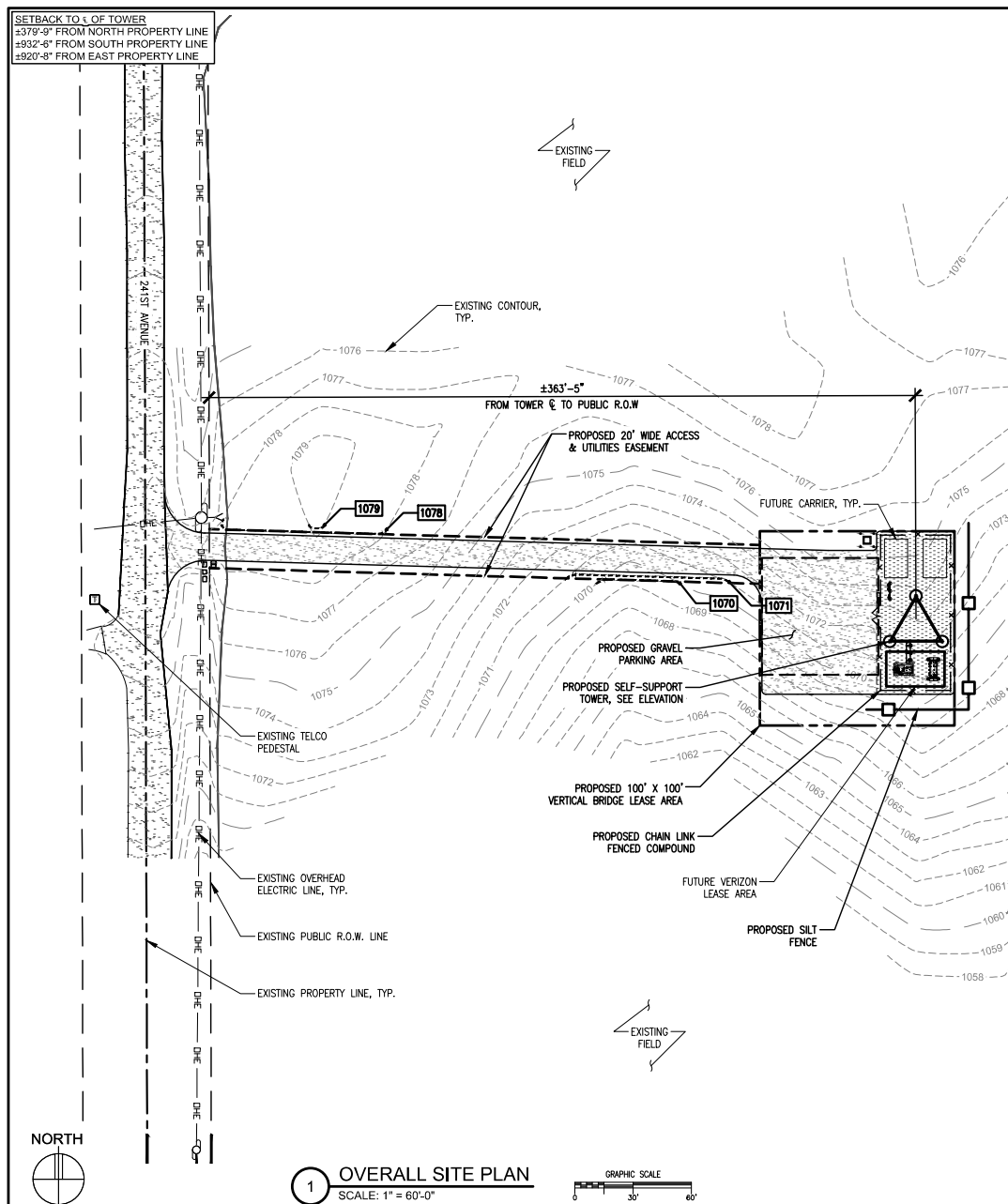
Photo dated April/May 2025

Created By: BOM

Coordinate System: NAD 1983 HARN Adj MN Le Sueur Feet

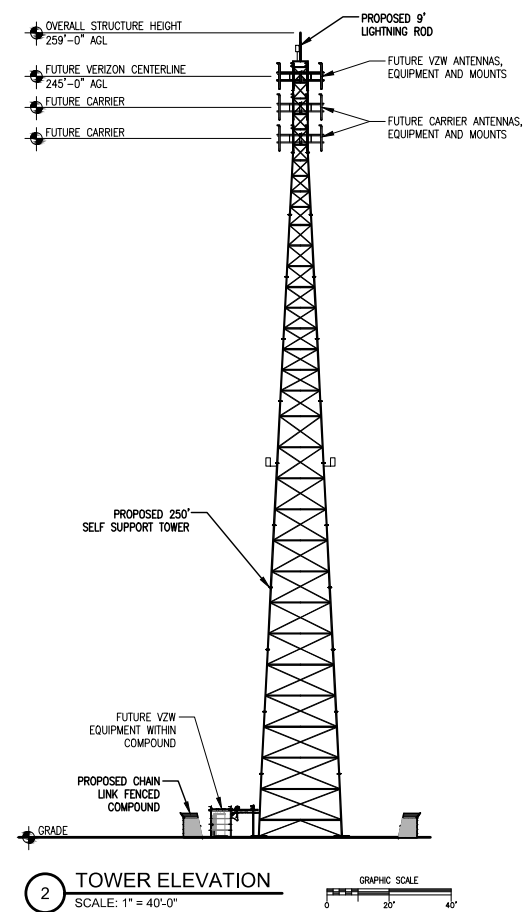


LE SUEUR COUNTY
ENVIRONMENTAL SERVICES
507-357-8538



NOTES:

1. THESE DRAWINGS DO NOT CONSTITUTE A WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
2. NO STRUCTURAL ANALYSIS FOR THE TOWER OR FOUNDATION HAVE BEEN PERFORMED AS PART OF THESE DRAWINGS. THE STRUCTURAL ANALYSIS FOR THE TOWER AND FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
3. PLEASE COORDINATE ANY STRUCTURAL CONCERNS/MATTERS OR ANY LOADING MODIFICATIONS TO THE CONSULTANT WHO AUTHORED THE ANALYSIS AND NOTIFY DESIGN 1 IMMEDIATELY OF THE ISSUE.
4. TOWER FOUNDATION AND THE ACCESS DRIVE TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO THE DESIGNER.
5. TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND DESIGNER DRAWINGS TO BE REPORTED THE DESIGNER IMMEDIATELY.
6. CONTRACTOR TO ENSURE TIP OF ANTENNAS DO NOT EXCEED TOWER HEIGHT.
7. ELEVATION IS SHOWN FOR GENERAL DIAGRAMMATIC PURPOSES ONLY. DO NOT SCALE.



PREPARED FOR:

vertical bridge

THE TOWERS, LLC
 22 WEST ATLANTIC AVENUE, SUITE 310
 DELRAY BEACH, FL 33444

NOT FOR CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
 EDEN PRAIRIE, MN 55344
 (952) 903-9299
 WWW.DESIGN1EP.COM

PROJECT
 US-MN-5482
 FUZE ID: 2587713

US-MN-5482
 LAKE
 JEFFERSON

47851 241ST AVE
 ELYSIAN, MN 56028

SHEET CONTENTS:
 OVERALL SITE PLAN
 TOWER ELEVATION

DRAWN BY:	TLS
CHECKED BY:	SJD
REV. G	10-30-25
REV. H	12-12-25

A-1

LE SUEUR COUNTY ENVIRONMENTAL SERVICES



Map Disclaimer

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*The maps are date specific and are intended for use only at the published scale.

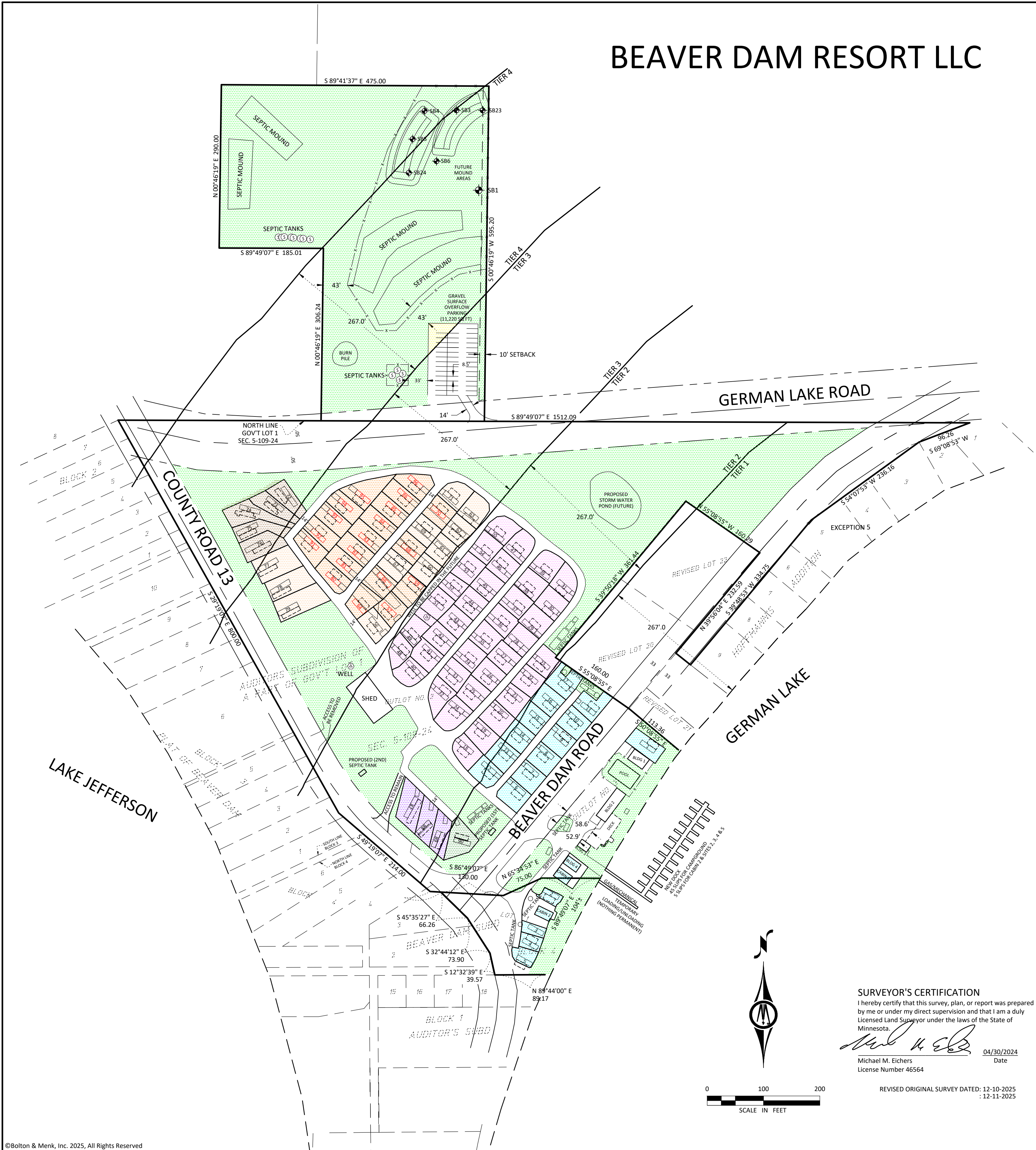
*These maps should not be used for navigational, engineering, legal, or any other site-specific use.

0 80 160 320 480 640 Feet



LE SUEUR COUNTY
ENVIRONMENTAL SERVICES
507-357-8538

BEAVER DAM RESORT LLC



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.
Michael M. Eichers
Michael M. Eichers
License Number 46564
04/30/2024
Date

REVISED ORIGINAL SURVEY DATED: 12-10-2025
: 12-11-2025

IMPERVIOUS SURFACE CALCUALTIONS.

Tier 1 Area		Camper Site	Gravel Road	TIER 1 AREA TOTAL	162978	TIER 1 TOTAL AREA	162978
1	2047			BLDG 1 (SHOWER HOUSE)	701	BEAVER DAM ROAD ROW	59610
2	804			POOL	1495	SCOTCH LAKE ROAD ROW	2453
3	822			BLDG 2 (STORE/BAR)	1221	CAMPER 1 & DECK	440
4	1012			BLDG 3 (FISH CLEANING HOUSE)	283	BLDG 1	701
5	1168			BLDG 4 (CABIN 2)	449	POOL	1495
6	2105			CABIN 1	372	BLDG 2	1221
7	2044			DECK	1889	DECK	1889
8	2032			GRAVEL SURFACE 6 - 11 & 12-17	4301	BLDG 3	283
9	2038			GRAVEL SURFACE IN FRONT OF DECK	8643	BLDG 4	449
10	2054				19354	CABIN 1	372
11	2070					CAMPER PADS 6-11	1140
12	2015					CAMPER DECKS 6-11	1200
13	2099					CAMPER GRAVEL 6-11	319
14	2004					GRAVEL SURFACE BETWEEN CAMP SITES 6-11, 12-17	4301
15	2002					CAMPER PAD 90	240
16	2008					CAMPER DECK 90	196
17	2206					CAMPER SITE 90 GRAVEL SURFACE	85
90	2621					GRAVEL SURFACE IN FRONT OF POOL, DECK, BLDG 1, 3, 4, CABIN 1	8643
	33151					TOTAL	85037
Tier 2 Area		Camper Site	Gravel Road	TIER 2 AREA TOTAL	239974	TIER 2 TOTAL AREA	239974
18	2052			SHED	2933	SHED	3446
19	2140			GRAVEL SURFACE	28337	CAMPER SITES	76829
20	2207				31270	GRAVEL SURFACE	28332
21	2065					TOTAL	108612
22	2007						
23	2032					TIER 3 TOTAL AREA - NO ROW	134447
24	2473					CAMPER SITES	65430
25	2087					GRAVEL SURFACE	15558
26	2024					OVERFLOW PARKING	11220
27	2004						92208
28	2012						
29	2055					TIER 4 TOTAL AREA - NO ROW	137354
30	2094					CAMPER SITES	12004
31	2051					OVERFLOW PARKING	1453
32	2052						13457
33	2000						
34	2001					TOTAL IMPERVIOUS SURFACES	299314
35	2006					TOTAL CAMPGROUND AREA W/O ROW	674753
36	2013					%IMPERVIOUS	44.00%
37	2024						
38	2001						
39	2148						
40	2002						
41	2002						
42	2000						
43	2004						
44	2000						
45	2001						
46	2000						
47	2120						
48	*1727						
49	*1636						
50	2001						
51	*1460						
52	2005						
53	2005						
54	2005						
55	2001						
56	2915						
57	2142						
58	2083						
59	76829						
Tier 3 Area				TIER 3 AREA	159951 W/ ROW		
					134447 W/O ROW		
Tier 3 Sites		Camper Site	Gravel Road	Tier 3 Impervious Surfaces			
56	2000			Overflow Parking	9766		
57	2025			Shed	513		
59	2052			Gravel Surfaces between camp sites	15558		
60	2001				25837		
61	2005						
62	2002						
63	2194						
64	2193						
66	2020						
67	2006						
68	2002						
69	2001						
70	2000						
71	2000						
77	3391						
78	2935						
79	3539						
80	2013						
81	2016						
82	2000						
83	2000						
84	2000						
85	2001						
86	2001						
91	2059						
92	2005						
93	2010						
94	2019						
95	2825						
96	2118						
	65430		15876				
Tier 4 Area				Tier 4 Area	180747 W/ ROW		
					137354 W/O ROW		
Tier 4 Sites		Camper Site	Gravel Road	Tier 4 Impervious Surfaces			
72	2079			Overflow Parking	1453		
73	2038			Gravel Access Road	0		
74	2956				1453		
75	2251						
76	2680						
	12004						

TIER DENSITY							
1	162978	*0.028	/400	11.4 ALLOW	13 EXIST		
2	217724	*0.028	/400	15.24 ALLOW	37 EXIST		
3	120587	*0.028	/400	8.44 ALLOW	11 EXIST 19 PROP		
4	28000	*0.028	/400	1.96 ALLOW	5 EXIST		
				37.04	85		
OPEN SPACE							
TOTAL AREA					863327		
GRAVEL PARKING OVERFLOW					11220		
GRAVEL ENTRANCE					195		
SCOTCH LAKE ROAD ROW					45869		
GERMAN LAKE ROAD ROW					79278		
BEAVER DAM ROAD ROW					59610		
AREA S. OF BDR AND N. OF GERMAN LAKE		15493		-1495	13998		
TRIANGLE AREA BOUNDED BY ROADS					100242		
					310412		
					863327 440573/863327	51% OPEN SPACE	

Surveyor's Note: All numbers are Sq Ft.

PLANNED UNIT DEVELOPMENT
ELYSIAN TOWNSHIP, LE SUEUR COUNTY, MINNESOTA

**BOLTON & MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

FOR: BEAVER DAM RESORT

Concerns

From [REDACTED]
Date Mon 1/5/2026 5:36 PM
To Environmental Services <EnvServices@lesueurcounty.gov>

Good afternoon,

I'm writing about the Public hearing notification that was sent out last week about zoning. I noticed that Beaver Dam wants to add more public special events, year round lodge operations and upgrade to the liquor license.

I have some concerns one being parking where are they going to park? Last year there were cars on both sides of the street and it was very congested and hard to see when pulling out of our driveway. There is also a lot of foot traffic on that road to begin with during the summer season.. When they have music outdoors we can hear it when were in the house and it goes after 10. Also they're quit a few golf carts that drive around the triangle which one side is 55 mph to me I didn't think that was legal? (I could be wrong)

Thanks for addressing my concerns.

[REDACTED]

**LE SUEUR COUNTY PLANNING COMMISSION
JANUARY 15, 2026**

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY PLANNING COMMISSION
SUBJECT: REQUEST FOR ACTION

The Planning Commission recommends your action on the following items:

ITEM #1: BUELL CONSULTING, INC, EDEN PRAIRIE, MN (APPLICANT); RANDALL L. ROEMHILDT, ELYSIAN, MN (OWNER):

Requests the County grant a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District. The subject property is located in part of the SW 1/4 of the SW 1/4 of Section 8, Elysian Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:

Therefore, the Planning Commission recommends **APPROVAL** of the application as presented during the meeting.

ACTION: ITEM #1: _____

ITEM #2: BEAVER DAM RESORT, MANKATO, MN (APPLICANT); ANDY & BRENT BUYSSE, CLEVELAND, MN (OWNER):

Requests that the County amend Conditional Use Permits #15023 and #2021108 to add 19 campsites, permit a series of public Special Events, allow year-round lodge operations, and upgrade the liquor license for on- and off-sale 5.0% beer and alcohol at the Beaver Dam Campground in a Recreational Commercial zoning district. The Campground is Lot 1, Block 4, of the Beaver Dam Subdivision, and Part of Outlots 2 and 3 of the Auditor's Subdivision of Government Lot 1 of Section 5, Elysian Township, and part of the SW 1/4 of the SW 1/4 of Section 32, Cordova Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:

Therefore, the Planning Commission recommends **APPROVAL** of the application as presented during the meeting.

ACTION: ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR SIGNATURE: _____

ITEM # 1 FINDINGS OF FACT

BUELL CONSULTING, INC, EDEN PRAIRIE, MN (APPLICANT); RANDALL L. ROEMHILDT, ELYSIAN, MN (OWNER):

Requests the County grant a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District. The subject property is located in part of the SW 1/4 of the SW 1/4 of Section 8, Elysian Township.

WHEREAS, the Le Sueur County Planning Commission held a public hearing on January 15, 2026, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends **APPROVAL** of the request due to the following findings:

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
7. *The Conditional Use is consistent with the Comprehensive Land Use Plan. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report*

WHEREAS, On February 3, 2026, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the application for a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District as requested by **Buell Consulting, Inc. and Randall Roemhildt**.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 3, 2026, Le Sueur County Board of Commissioners meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*

2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use is consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, **Conditional Use Permit # PCCUP-001045-2025**, a request to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District, is **APPROVED / DENIED**.

If approved, the following conditions shall be attached to the request:

1. The Project Description and Site Maps (submitted December 16, 2025) would become part of the permit. Any deviation from this request would trigger a review from the Environmental Services Department for determination of whether the Conditional Use Permit needs to be amended.
2. The Conditional Use Permit shall remain valid provided all requirements of the Ordinance and approved conditions are being met.
3. The County's Environmental Services Department shall conduct an annual inspection of the facility to ensure compliance with the standards of the Conditional Use Permit.
4. An extension must be requested in writing and filed with the Department at least 30-days prior to the expiration of the Conditional Use Permit.
5. A Zoning Permit shall be issued prior to starting construction or any construction related activities.
6. The applicant shall be required to control all invasive plants and noxious weeds within the approved operational area of the Conditional Use Permit.
7. The applicant shall submit Federal Aeronautics Administration (FAA) approval and/or provide documentation that FAA approval is not needed, prior to issuance of a zoning permit.
8. The applicant shall submit Federal Communications Commission (FCC) licensure and approval as required for various communications applications.
9. Prior to the issuance of a Zoning Permit, the applicant shall submit a comprehensive Decommissioning Plan featuring an itemized cost estimate for all closure steps and a matching financial surety (e.g., letter of credit, escrow, or performance bond) in a form acceptable to the County.
10. The applicant shall submit evidence that the tower and its antennas have been designed in accordance with the manufacturer's specifications, and following completion of construction were inspected by a licensed professional engineer at the applicant's and/or landowner's expense to conform to applicable state structural building standards and all other applicable reviewing agencies and to conform with accepted electrical engineering methods and practices as specified in applicable provisions of the State Electrical Code.

11. The tower shall be protected by unauthorized access using a chain link fence (minimum of 6 feet in height) with a minimum of three (3) strands of razor wire on top and a locked gate.
12. All obsolete or unused towers and accompanying accessory facilities including concrete base shall be removed within six (6) months of the cessation of operations at the site. After the facilities are removed, the site shall be restored to its original or an improved state. Electronic equipment shall not be removed in advance of removal of obsolete or unused towers.

ATTEST:

Daniel O'Keefe, Chairman, Le Sueur County Board of Commissioners

Joseph Martin, County Administrator

DATE: _____

ITEM # 2 FINDINGS OF FACT

BEAVER DAM RESORT, MANKATO, MN (APPLICANT); ANDY & BRENT BUYSSE, CLEVELAND, MN (OWNER):

Requests that the County amend Conditional Use Permits #15023 and #2021108 to add 19 campsites, permit a series of public Special Events, allow year-round lodge operations, and upgrade the liquor license for on- and off-sale 5.0% beer and alcohol at the Beaver Dam Campground in a Recreational Commercial zoning district. The Campground is Lot 1, Block 4, of the Beaver Dam Subdivision, and Part of Outlots 2 and 3 of the Auditor's Subdivision of Government Lot 1 of Section 5, Elysian Township, and part of the SW 1/4 of the SW 1/4 of Section 32, Cordova Township.

WHEREAS, the Le Sueur County Planning Commission held a public hearing on January 15, 2026, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends **APPROVAL** of the request due to the following findings:

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
7. *The Conditional Use is consistent with the Comprehensive Land Use Plan. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*

WHEREAS, On February 3, 2026, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the application for amendments to Conditional Use Permits #15023 and #2021108 to add 19 campsites, permit a series of public Special Events, allow year-round lodge operations, and upgrade the liquor license for on- and off-sale 5.0% beer and alcohol at the Beaver Dam Campground in a Recreational Commercial zoning district. The Campground is Lot 1, Block 4, of the Beaver Dam Subdivision, and Part of Outlots 2 and 3 of the Auditor's Subdivision of Government Lot 1 of Section 5, Elysian Township, and part of the SW 1/4 of the SW 1/4 of Section 32, Cordova Township as requested by **Beaver Dam Resort**.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 3, 2026, Le Sueur County Board of Commissioners meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use is consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, **Conditional Use Permit # PCCUP-001049-2025**, a request to allow amendments to Conditional Use Permits #15023 and #2021108 to add 19 campsites, permit a series of public Special Events, allow year-round lodge operations, and upgrade the liquor license for on- and off-sale 5.0% beer and alcohol at the Beaver Dam Campground in a Recreational Commercial zoning district, is **APPROVED / DENIED**.

If approved, the following conditions shall be attached to the request:

1. The Project Description and Site Maps (submitted December 17, 2025) would become part of the permit. Any deviation from this request would trigger a review from the Environmental Services Department for determination of whether the Conditional Use Permit needs to be amended.
2. The Conditional Use Permit shall remain valid provided all requirements of the Ordinance and approved conditions are being met.
3. The County's Environmental Services Department shall conduct biannual inspections of the facility to ensure maintenance of the stormwater pond and compliance with the standards of the Conditional Use Permit.
4. An extension must be requested in writing and filed with the Department at least 30 days prior to the expiration of the Conditional Use Permit.
5. A Zoning Permit shall be issued prior to installation of the septic system servicing the lodge.
6. Beaver Dam Campground shall contact the Le Sueur County Environmental Services Department no less than ten (10) days prior to the start of any scheduled Special Event and provide staff with any requested information related to the Special Event as listed in the Zoning Ordinance.
7. The lodge shall be disconnected from System #1 and the new septic system servicing the lodge shall be installed and operational prior to April 1, 2026.

8. The owners of the Beaver Dam Campground shall monitor the pedestrian crossing from their auxiliary parking area to the main campground across CSAH 12 to determine if any pedestrian safety measures should be incorporated.
9. All parking shall occur within the individual campsites, the auxiliary parking lot to the north, or within the designated parking spaces as shown in the plan. Parking within any public road right-of-way shall be prohibited.

ATTEST:

Daniel O'Keefe, Chairman, Le Sueur County Board of Commissioners

Joseph Martin, County Administrator

DATE: _____

LE SUEUR COUNTY PLANNING COMMISSION
88 SOUTH PARK AVENUE
LE CENTER, MINNESOTA 56057
January 15, 2026

MEMBERS PRESENT: Mike Roche, Shirley Katzenmeyer, Tina King, Al Gehrke and Commissioner John King

MEMBERS ABSENT: Pam Tietz, Doug Krenik, and Jeanne Doheny

OTHERS PRESENT: NONE

1. **Call to Order:** Vice Chairperson Shirley Katzenmeyer called the meeting to order at 7:00 pm.

2. **Agenda:** Additions/Corrections: NONE.
Motion to approve the agenda was made by **AL GEHRKE**.
Second by **TINA KING**.
MOTION APPROVED. MOTION CARRIED.

3. **Minutes:** **October 16, 2025**, Meeting, Additions/Corrections: NONE
Motion to approve the minutes was made by **TINA KING**.
Second by **MIKE ROCHE**.
MOTION APPROVED. MOTION CARRIED.

4. **Applications:**

ITEM #1: BUELL CONSULTING, INC, EDEN PRAIRIE, MN (APPLICANT); RANDALL L. ROEMHILDT, ELYSIAN, MN (OWNER):

Requests the County grant a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District. The subject property is located in part of the SW 1/4 of the SW 1/4 of Section 8, Elysian Township.

Justin Gartner was present for the applicants.

Brad O'Malley presented the PowerPoint presentation.

INITIAL COMMENTS FROM THE APPLICANT:

Mr. Gartner stated he had no additional comments and was able to answer any questions the Planning Commission or members of the public may have.

INITIAL QUESTIONS FROM THE PLANNING COMMISSION:

Member Gehrke asked the applicant if they had read through the conditions and whether they understood what was being proposed. Mr. Gartner stated he had read the proposed conditions and fully understood them.

PUBLIC CORRESPONDENCE: NONE

PUBLIC COMMENTS:

Mr. Dan Prechal expressed his concern with noxious weeds and asked how the County ensures the applicant or owner maintains the property. Mr. Stubbs explained that Zoning staff complete a series of inspections throughout the development process and once the tower is fully constructed, it is placed on an annual inspection list.

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

Member King asked whether Buell consulting continues to maintain the project area or if someone else is responsible. Mr. Gartner stated Buell contracts with a company who is responsible for vegetation maintenance and weed management.

ADDITIONAL PUBLIC COMMENTS: NONE

PLANNING COMMISSION DISCUSSION: NONE

FINDINGS:

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*

7. *The Conditional Use is consistent with the Comprehensive Land Use Plan. (4-0 in support)*
- *All members agreed with the proposed finding in the staff report.*

Motion made by AL GEHRKE to recommend Approval of the application with the conditions as presented during the meeting.

Second by TINA KING.

MOTION APPROVED (4-0). MOTION CARRIED.

ITEM #2: BEAVER DAM RESORT, MANKATO, MN (APPLICANT); ANDY & BRENT BUYSSE, CLEVELAND, MN (OWNER):

Requests that the County amend Conditional Use Permits #15023 and #2021108 to add 19 campsites, permit a series of public Special Events, allow year-round lodge operations, and upgrade the liquor license for on- and off-sale 5.0% beer and alcohol at the Beaver Dam Campground in a Recreational Commercial zoning district. The Campground is Lot 1, Block 4, of the Beaver Dam Subdivision, and Part of Outlots 2 and 3 of the Auditor's Subdivision of Government Lot 1 of Section 5, Elysian Township, and part of the SW 1/4 of the SW 1/4 of Section 32, Cordova Township.

Andy Buysse was present for the applicants.

Aaron Stubbs presented the PowerPoint presentation.

INITIAL COMMENTS FROM THE APPLICANT:

Mr. Buysse stated he had nothing more to add and was available for any questions the Planning Commission or members of the public may have.

INITIAL QUESTIONS FROM THE PLANNING COMMISSION: NONE

PUBLIC CORRESPONDENCE:

Mr. Stubbs read an email into the record from an anonymous landowner who stated they owned residential property near the campground. In the email they expressed concerns with parking during Special Events and the use of amplified sound after 10:00 pm.

Mr. Stubbs stated he had spoken with this landowner and explained to them that the campground installed a new parking lot in November of 2025. In addition, staff have worked with the owners to identify 21 additional parking stalls in front of the lodge and near the storage shed. Mr. Stubbs stated the landowner was pleased to hear the parking would be handled better moving forward.

In a subsequent conversation, the landowner asked if the owners of the campground could place No Parking signs along the right-of-way in front of neighboring homes. Mr. Stubbs explained a sign, which is less than 32 square feet, does not require a permit and could be placed by either the owners of the campground or by the homeowners.

PUBLIC COMMENTS:

Ms. Ryann Geldner (attending virtually) expressed concerns with increased traffic and congestion during Special Events. Ms. Geldner stated more enforcement was needed from the Sheriff's office or from the owners of the campground. Ms. Geldner also expressed concerns with the amount of additional garbage being left at the nearby public landing and the potential impacts the fireworks show has on the German Lake wildlife.

Mr. Stubbs explained the purpose behind the proposed condition that would require the campground to reach out to Zoning staff at least 10 days in advance of any Special Event is so staff is able to alert the Sheriff's office and make them aware that additional patrols through the area may be needed.

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

Member Gehrke asked the applicant if they had considered reducing their hours from 7:00 am to 1:00 am to something less to address the concerns of noise in the area. Mr. Buysse stated this is the first he has heard there was an issue with noise in the past. He also explained it is not their intention to be open from 7:00 am to 1:00 am every day but rather have the flexibility to be open during those hours as needed to accommodate their customers and events.

Mr. Stubbs explained that due to Minnesota Pollution Control Agency septic sizing standards, the lodge can never be open 16 or more hours per day.

Member King asked whether the campground has quiet hours and other noise rules for the campers. Mr. Buysse stated the campground does in fact have policies for noise and quiet hours.

ADDITIONAL PUBLIC COMMENTS: NONE

PLANNING COMMISSION DISCUSSION: NONE

FINDINGS:

1. *The Conditional Use would not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. (4-0 in support)*
 - ***Provided they control the noise and traffic congestion.***
 - ***All members agreed with the proposed finding in the staff report.***
2. *The establishment of the Conditional Use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. (4-0 in support)*
 - ***All members agreed with the proposed finding in the staff report.***
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided. (4-0 in support)*
 - ***All members agreed with the proposed finding in the staff report.***
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to service the proposed use. (4-0 in support)*
 - ***All members agreed with the proposed finding in the staff report.***
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. (4-0 in support)*
 - ***All members agreed with the proposed finding in the staff report.***

6. *The Conditional Use is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*
7. *The Conditional Use is consistent with the Comprehensive Land Use Plan. (4-0 in support)*
 - *All members agreed with the proposed finding in the staff report.*

Motion made by AL GEHRKE to recommend Approval of the application with the conditions as presented during the meeting.

Second by MIKE ROCHE.

MOTION APPROVED (4-0). MOTION CARRIED.

ITEM #3: LE SUEUR COUNTY COMPREHENSIVE PLAN:

The Le Sueur County Environmental Services Department hereby provides notice that a proposed Comprehensive Plan has been prepared and is available for public review. The Department invites public comment either in advance of the meeting or during the Planning Commission meeting where the plan will be considered for preliminary approval.

Mojra Howenstein (Bolton & Menk) presented the PowerPoint presentation.

Aaron Stubbs represented the County for this proposal.

INITIAL COMMENTS FROM THE APPLICANT:

Ms. Howenstein thanked the members of the public, the members of the Planning Commission, the County Commissioners and all County staff who participated in the process.

INITIAL QUESTIONS FROM THE PLANNING COMMISSION: NONE

PUBLIC CORRESPONDENCE: NONE

PUBLIC COMMENTS:

Ms. Ryan Geldner (attending virtually) asked whether additional research was done to determine which demographic was most likely to move into Le Sueur County. Ms. Geldner also asked if we had run any negative scenarios where the County loses population over the next 25 years.

Ms. Howenstein stated no negative scenarios had been considered but that could be done. She also stated the scenarios in the plan focused on the potential number of people who could move into the County, not their demographic.

Marie Meyer expressed concerns with the statistic and how they are being represented. Ms. Meyer explained the Plan shows 22% of those who commute outside of the County for work stated they would work in the County if possible. Ms. Meyer believes this is a misrepresentation because only 22% of those who took the survey feel this way and not 22% of all the commuters. Ms. Meyer questioned why the County would want more homes around its lakes if the waters are already deemed impaired and she also questioned why the County wants to grow its tax base.

Tamara Herbes requested the area south of Sabre Lake be shown as agriculture on the Future Land Use Map. She and her family were surprised to learn it had been zoned residential for over 50 years when they attended the October Open House. She thanked Commissioner Preisler for continuing to keep the Township informed of the progress on the Plan and also thanked Ms. Michelle Mettler for the amount of staff time spent with her and her family explaining the process and giving options for how the zoning could be changed.

Gary Buszman spoke about the continued need to preserve farmland and thanked the Planning Commission for recommending denial on a Re-Zoning request for a neighboring property. He expressed frustration that the Board of Commissioners approved the request and expressed concern with not being able to see incoming weather if that land were ever developed.

Jerry Beckle stated he was in favor of zoning and the goal of preserving agricultural land. He believes the plan was well thought out. Mr. Beckle did express some concerns with the potential changes to the residential density standards listed in the plan. He stated if more homes are to be added in the rural area, they should be located in areas of less productive ground. He stated he understood the plan is a vision for the County and not the actual rules. He hopes the Zoning Ordinance updates address the locating of future homes and commercial structures.

Marie Meyer explained that “protecting farmland” can mean many things. She referenced the Natural Resources Goals / Strategies in the draft plan and claimed it shows heavy restrictions on farmers, especially if endangered species were discovered in their area. She also expressed concern over the surveys not being sent to all landowners throughout the County and believes the process was purposely hidden from the public. She informed the Planning Commission that grants are not free money and believes regional NGO’s played a role in the development of the draft Plan. Ms. Meyer also stated the citizens do not need someone creating fear about climate change or population growth. She commented that the Plan appears to be looking for underprivileged people to serve and the County does not have a responsibility to “house these people”. Ms. Meyer suggested Goal # 7.5.1 (Expand parks and trails; foster community engagement in environmental planning) be removed from the Plan.

Mr. Stubbs asked Ms. Meyer for some clarification on her last comment and asked for the specific page number where those statements could be located. Ms. Meyer was unable to provide that page but said she would look for it and forward it to staff.

Annette Pruitt-Rogers stated she is not in favor of the Plan. She also stated she does not want to see her community grow.

Ryann Geldner (attending virtually) stated she believes climate change is real and eco-tourism is a way to bring tourist revenue into the County without changing land use. Ms. Geldner stated the County should consider flooding a problem and should be looking into preserving its park system.

Greg Frederickson stated no one comes to Le Sueur County to walk the trails and all parks are empty. He also stated he believes it costs \$1 Million per mile to construct a trail.

Tony Kubes asked for clarification on whether the proposed Plan would eliminate any existing Building Eligibilities. He stated in his capacity as Township Supervisor, he has been approached by residents who are concerned they will lose the Eligibilities they are holding on to for future family residential development.

Mr. Stubbs explained the proposed plan would not eliminate any existing Building Eligibilities, nor was the goal of the Plan to take anything away from the residents of the County. The Plan is more about the potential to provide more flexibility and potential options for landowners who may be interested in taking advantage of that flexibility.

Vice Chairperson Katzenmeyer asked Mr. Stubbs about the density around cities and what the Growth Boundaries mean for landowners in these areas.

Mr. Stubbs explained during the cities focus group, the cities shared their Future Land Use Maps. There was a discussion about how the County can work in conjunction with each individual city to ensure land use conflicts are kept to a minimum. After that meeting there was a misunderstanding about how to achieve this goal. Initially, the County mirrored the Future Land Use Maps of these cities. After some additional discussions it was determined the County development pattern is so drastically different than that of a city. If the County mirrored a city’s plan the result could be increased cost when the city eventually annexed and needed to install utilities, curb and gutter, etc. Mr. Stubbs explained the County decided to keep the future expansion areas of each city as agricultural land to help reduce the potential for land use conflict.

Ryann Geldner (attending virtually) provided some clarification related to a previous statement. Ms. Geldner stated she believes the trail system brings revenue dollars into the County. She also believes recreational activities like ice fishing also bring in outside revenue.

Jerry Beckle asked the County to continue to preserve agricultural land and continue looking into preserving the areas around the cities to preserve the highest quality farmland.

Member King stated she believes the State Demographers projection for the future population of the County is realistic and the County should at a minimum plan for that level of growth.

Tamara Herbes asked staff when the Official Zoning Map for the County would be updated.

Mr. Stubbs explained the Official Zoning Map for the County should not be updated until after the Comprehensive Plan process is complete. Regardless of whether the Plan is approved or not, the County needs to update its Official Zoning Map but waiting for the Plan to be complete helps ensure we do not need to update the Map twice. Mr. Stubbs speculated the Official Zoning Map would be updated near the end of 2026.

Commissioner John King provided an overview of the upcoming meeting dates to continue the Comprehensive Plan process.

Marie Meyer expressed concerns with maintaining drainage during development and expressed concerns about three new homes that were built in Washington Township where after the Township approved the access points to their Township Road, the owner of the last home to be constructed began experiencing flooding on the driveway. Ms. Meyer expressed frustration that the Township is responsible for the costs to improve drainage along their Township Road. She would like the Townships to be better informed about approved projects.

Motion made by AL GEHRKE to recommend Tabling the Plan so the questions from the public can be researched and answered.

Second by MIKE ROCHE.

MOTION SPLIT (2-2). MOTION FAILED.

Motion made by TINA KING to recommend Approval of the Plan with the understanding that staff will continue to follow-up on the questions presented from the public.

THIS MOTION DID NOT RECEIVE A SECOND.

MOTION FAILED.

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

After being unable to pass either of the first two motions presented to the Planning Commission, Vice Chairperson Shirley Katzenmeyer asked Mr. Stubbs what other options the Planning Commission has available to them. Mr. Stubbs explained they could attempt a motion to make No Recommendation or a motion to Recommend Denial of the Plan.

ADDITIONAL PUBLIC COMMENTS:

Jerry Beckle asked whether a majority or super majority was needed to bring an item back off the Table. Mr. Stubbs stated the Planning Commission loosely follows Robert's Rules of Order, so a majority is needed to bring an item back off the table.

Annete asked for clarification on the motion process and whether an item can move from the Planning Commission to the County Board without first being approved by the Planning Commission. Mr. Stubbs explained the Planning Commission is an advisory board to the County's Board of Commissioners, so they send Recommendations to the Commissioners who then make a final decision. If the Planning Commission decides to make No Recommendation, the matter will still move to the County Board.

Commissioner Dave Preisler further explained the process and the things the County Board will be reviewing over the next few weeks. He also said, there is no certainty the Board will be ready to make a decision on February 17th. They are still considering all comments and all options to help ensure this Plan is the best fit for the County and its residents.

PLANNING COMMISSION DISCUSSION: NONE

Motion made by TINA KING to forward No Recommendation to the County Board.

Second by MIKE ROCHE.

MOTION APPROVED (4-0). MOTION CARRIED.

5. P.C. Discussion Items:

1. October 2025 Planning Commission Items
 - a. Bluff Stabilization request was approved with conditions as recommended by the P.C.
 - b. Ordinance amendments were approved as recommended by the P.C.
2. Reminder about Alternate Meeting Dates used in the event of inclement weather for upcoming P.C. Meetings.
 - a. Alternate date is the Monday after the scheduled meeting:
 1. Nov. 24th
 2. Dec. 22nd
 3. Jan. 19th
 4. Feb. 23rd
 5. Mar. 23rd
3. Ordinance Revisions
 - a. Zoning and Land Division Ordinances will be amended in 2026
 - b. As each Section is ready for review, staff and Planning Commission will hold Work Sessions before the monthly Planning Commission meetings
 - c. Staff are meeting next week to create a schedule for when each Section is to be reviewed
4. February 19th P.C. Meeting
 - a. Deadline is January 20, 2026 – No applications at this time

6. Warrants/Claim-signatures:

7. Adjournment:

Motion to adjourn meeting by **AL GEHRKE**.

Second by **TINA KING**.

MOTION APPROVED (4-0). MOTION CARRIED.

The meeting was adjourned by Vice Chairperson Shirley Katzenmeyer at 9:26 pm.

Respectfully submitted,

Aaron Stubbs

SEPTIC UPGRADE LOAN PROGRAM ADMINISTRATION PLAN FOR COMMERCIAL PROPERTIES

Project Description

The Le Sueur County Board of Commissioners has approved an Ordinance to establish a loan fund to assist commercial property owners in replacing or upgrading subsurface sewage treatment systems (SSTS) in Le Sueur County. This Ordinance permits Le Sueur County to administer loan funds and collect the repayment as a lien against the property in accordance with Minnesota Statute, Chapter 115, as amended.

Eligible Projects

Property must be a commercial property, located in Le Sueur County, with an existing and permitted SSTS.

- ~~• An existing non-compliant SSTS; or~~
- ~~• An existing compliant holding tank adding a soil treatment area to subject property.~~

The loan program may not be used to establish a new use or to facilitate support new building construction. ~~Facilitate~~ The program may only be used for system upgrades or the replacement serving existing permitted development ~~new building construction includes increasing capacity of a SSTS beyond what is reasonably required to serve existing buildings and lots in existing recorded plats.~~

~~Applicant~~ The applicant must be the property owner. If it is a Contract For Deed, the Fee Owner shall also sign the application and lien paperwork.

Income Requirement - ~~none~~ None.

Terms of the Loan

Amount Eligible – 75% of the design and installation of a conforming SSTS or **\$75,000 maximum**, whichever is less. Applicant may request less than the total cost.

Interest Rate – ~~5~~ 7%

Term Length – Loans up to ~~\$25~~ 20,000 to be repaid within 10 years. Over ~~\$25~~ 20,000 to be repaid within 15 years.

Administrative Fee – \$500.00 for Recording Fees, Processing Fees, and Mortgage Registry Tax.

Priority of Lien – In accordance with Minnesota Statute, Chapter 115.57, Subdivision 6, “An amount loaned under the program and, assessed against the property shall be a priority lien only against subsequent liens.”

Loan Pre-Approval

Loan pre-approval by the Environmental Services Department is required.

To qualify for the loan, the following requirements must be confirmed:

Taxes Current – No delinquent taxes may be owed against the subject property.

Location – The property that the SSTS serves must be located within Le Sueur County.

Eligible Project – The proposed upgrade or replacement must be to serve an existing and permitted use with an existing and permitted SSTS.

LOANS WILL BE MADE AVAILABLE ON A ~~FIRST-COME~~ FIRST-COME, ~~FIRST-SERVE~~ FIRST-SERVE BASIS.

Application:

Must be accompanied by a SSTS contractor's estimate. The administrative fee (does not include SSTS permit fee) must be paid at the time of application. The SSTS permit must be purchased and issued prior to construction of the replacement SSTS. **No loan will be approved for any work on the SSTS that has been done prior to loan approval.**

Final Loan Approval

~~Is s~~ Subject to the submittal of the SSTS contractor's invoice and Certificate of Compliance of the SSTS installed in accordance with Minnesota Administrative Rule, Chapters 7080 and/or 7081 and the Le Sueur County Zoning Ordinance.

Installation Requirements

Site evaluation, design, and installation of SSTS must be performed by a ~~state~~-MN State licensed and certified SSTS contractor, with the applicable license for the type of work being performed. Selection of the SSTS contractor is the property owner's choice.

County SSTS permit, review, and approval of SSTS design required prior to any installation activities.

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

Repayment – First payment due with the first half of the property taxes due the first January after construction has been completed. Semi-annual payments with property tax payment thereafter. May be paid in full at any time with no prepayment penalty. Full payment of lien must be made at time of sale or transfer of property.

Funding Source, Disbursement and Longevity

Funding Source – To be allocated from Waste Water Bond. The County Board of Commissioners will do annual review of the funding allocation use and projected need.

Administrative Fee Disposition

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

Program ends at the resolution of the County Board of Commissioners with any accrued interest to the general fund used to defray the cost of delinquencies or defaults and administrative costs related to the program.

Disbursement

1. SSTS contractor and/or property owner submits final bill to Environmental Services Department.
2. SSTS contractor submits Record Drawing to Environmental Services Department.
3. Environmental Services Department completes Certificate of Compliance for the SSTS.
4. Environmental Services Department prepares lien documents, has property owner (and Fee Owner if Contract For Deed) sign lien documents, and forwards bill and lien documents to Auditor's Department as authorization to pay SSTS contractor.
5. Environmental Services Department sends notice to property owner (and Fee Owner if Contract For Deed). The notice states the following information:
 - a. The amount to be specially assessed against the property;
 - b. The right of the property owner to repay the entire assessment;
 - c. The public official to whom prepayment must be made;
 - d. The time within which prepayment must be made without the assessment of interest.;
 - e. The rate of interest to be accrued if the assessment is not prepaid within the required time period; and
 - f. The period of the assessment.

Administrative Plan Amendment – The Le Sueur County Board of Commissioners, when needed, may amend the Septic Upgrade Loan Program Administrative Plan.

SEPTIC UPGRADE LOAN PROGRAM ADMINISTRATION PLAN FOR RESIDENTIAL PROPERTIES

Project Description

The Le Sueur County Board of Commissioners has approved an Ordinance establishing a loan fund to assist residential property owners in replacing or upgrading subsurface sewage treatment systems (SSTS) in Le Sueur County. This Ordinance permits Le Sueur County to administer loan funds and collect the repayment as a lien against the property in accordance with Minnesota Statute, Chapter 115, as amended.

Eligible Projects

Property must be residential property located in Le Sueur County with an existing and permitted SSTS.

- ~~• An existing non-compliant SSTS; or~~
- ~~• An existing waiver on file acknowledging the existing system has at least one component not meeting MN Rules, Chapters 7080-7083 Requirements or the Le Sueur County Zoning Ordinance; or~~
- ~~• An existing compliant holding tank connecting to a cluster; or~~
- ~~• An existing compliant holding tank adding a soil treatment area to subject property.~~

The loan program may not be used to facilitate new building construction. ~~Facilitating new building construction includes increasing capacity of a SSTS beyond what is reasonably required to serve existing buildings and lots in existing recorded plats~~ The program may only be used for system upgrades or the replacement serving existing permitted development.

~~Applicant~~ The applicant must be the property owner. If it is a Contract For Deed, the Fee Owner shall also sign the application and lien paperwork.

Income Requirement - None.

~~As part of the application process, all applicants are required to submit a Letter of Denial from a reputable financial institution. This document must be issued by the bank and should clearly state the reasons for the denial. Please ensure the Letter of Denial is included with your application package for review. Failure to provide this documentation may result in the disqualification of your application.~~

Terms of the Loan

Amount Eligible – Limited to not more than the total cost of designing and installing a conforming Septic Tank, Holding Tank, or similar as determined by staff, to a \$15,000 maximum. The applicant may request less than the total cost.

Or

Limited to not more than the total cost of designing and installing a conforming SSTS to a \$30,000 maximum. The applicant may request less than the total cost.

Interest Rate – ~~4~~6%

Term Length – Loans up to \$5,000 to be repaid within 5 years. Over \$5,000 to be repaid within 10 years.

Administrative Fee – \$200.00. For Recording Fees, Processing Fees, and, Mortgage Registry Tax.

Priority of Lien – In accordance with Minnesota Statute, Chapter 115.57, Subdivision. 6, “An amount loaned under the program and, assessed against the property shall be a priority lien only against subsequent liens.”

Loan Pre-Approval

Loan pre-approval by the Environmental Services Department is required.

To qualify for the loan, the following requirements must be confirmed:

Taxes Current – No delinquent taxes may be owed against the subject property.

Location - The dwelling that the SSTS serves must be located within Le Sueur County.

~~The proposed project shall be considered an Eligible Project per the Septic Upgrade Loan Program Administrative Plan.~~
Eligible Project - The proposed upgrade or replacement must be to serve an existing and permitted use with an existing and permitted SSTS.

LOANS WILL BE MADE AVAILABLE ON A ~~FIRST-COME~~FIRST-COME, ~~FIRST SERVE~~FIRST-SERVE BASIS.

Application

Must be accompanied by a SSTS contractor's estimate. The administrative fee (does not include SSTS permit fee) must be paid at the time of application. The permit must be purchased and issued prior to construction of the replacement SSTS. **No loans will be approved for any work on the SSTS that has been done prior to loan approval.**

Final Loan Approval

~~Is s~~Subject to the submittal of the SSTS contractor's invoice and Certificate of Compliance of the SSTS installed in accordance with Minnesota Administrative Rules, Chapters 7080 and/or 7081 and Le Sueur County Zoning Ordinance.

Installation Requirements

Site evaluation, design, and installation of the SSTS must be performed by a ~~state~~MN State licensed and certified SSTS contractor, with the applicable license for the type of work being performed. Selection of the SSTS contractor is the property owner's choice.

County SSTS permit, review, and approval of SSTS design required prior to any installation activities.

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

Repayment - First payment due with the first half of the property taxes due the first January after construction has been completed. Semi-annual payments with property tax payment thereafter. May be paid in full at any time with no prepayment penalty. Full payment of lien must be made at time of sale or transfer of property.

Funding Source, Disbursement and Longevity

Source Funding – To be allocated from the existing Wastewater Bond. The County Board of Commissioners and Environmental Services staff will complete an annual review of the funding allocation use and projected need.

Administrative Fee Disposition

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

Program ends at the resolution of the County Board of Commissioners with any accrued interest to the general fund used to defray the cost of delinquencies or defaults and administrative costs related to the program.

Disbursement

1. SSTS contractor and/or property owner submits final bill to the Environmental Services Department.
2. SSTS contractor submits Record Drawing to the Environmental Services Department.
3. Environmental Services Department completes the Certificate of Compliance for the SSTS.
4. Environmental Services Department prepares the lien documents, has property owner (and Fee Owner if Contract For Deed) sign the lien documents, and forwards bill and lien documents to Auditor's Department as authorization to pay SSTS contractor.
5. Environmental Services Department sends notice to the property owner. The notice states the following information:
 - a. The amount to be specially assessed against the property;
 - b. The right of the property owner to repay the entire assessment;
 - c. The public official to whom prepayment must be made;
 - d. The time within which prepayment must be made without the assessment of interest;
 - e. The rate of interest to be accrued if the assessment is not prepaid within the required time period; and,

Revision Date: XX/2026

- f. The period of the assessment.

Administrative Plan Amendment

The Le Sueur County Board of Commissioners, when needed, may amend the Septic Upgrade Loan Program Administrative Plan.



design | build | repair | replace

1/20/2026

PROPOSAL #: 12909

Jim McMillian
Le Sueur County
88 S Park Ave
Le Center, MN 56075

Dear Mr. McMillian:

Thank you for your interest in working with Schwickert's Tecta America!

Founded in 1906 by George Schwickert, Schwickert's has been a locally known name in Southern Minnesota and in Kansas for over 110 years. As a leading Midwest roofing and mechanical systems contractor, we serve commercial, industrial and residential markets in roofing, architectural metals, mechanical piping and plumbing, heating, air conditioning, electrical, air duct cleaning, dryer vent cleaning, chimney sweeping and specialty fabrication products. In addition to the products offered, our services include design, start-up, commissioning, preventative maintenance programs, inspections, and more.

Schwickert's is well-known in the industry and is a leading roofing and mechanical contractor in the country. In fact, our reputation of being the best has developed from our quality workmanship, years of experience, innovative solutions and from the consistent way in which we satisfy our customers.

Thank you for giving us this opportunity to assist you in making an educated decision about your HVAC needs. We look forward to working with you!

Sincerely,

Andrew Cole
Project Manager
Schwickert's Tecta America, LLC

Direct: 507-401-5695
Cell: 507-327-7725
acole@tectaamerica.com

SCHWICKERT TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

**You can rely on Schwickert's Tecta America, your trusted business partner,
to provide a combination of products and services that best suit your needs.**

SCOPE OF WORK: SUMMARY

Replacement of the Aeon RTU#1

HVAC:

- Provide labor and equipment to disconnect electrical and gas from existing unit.
- Provide labor and equipment to remove the existing Aeon unit from the roof.
- Provide labor and equipment to set the new Aeon unit on existing curb.
- Provide labor and materials to install exhaust ductwork to match existing unit.
- Provide labor and materials to reconnect existing gas line to new unit.
- Provide labor and materials to disconnect existing Teknik Controls and reconnect Teknik controls to new unit and connect to existing Bacnet.

Electrical:

- Provide labor and materials to reconnect existing gas line to new unit.
- Disconnect the existing rooftop unit (RTU) electrical systems as required for unit removal.
- Remove existing external power feeder and low-voltage control wiring; salvage materials for reuse.
- Disconnect the existing GFCI receptacle and salvage the existing circuit for reuse, if applicable.
- Furnish and install new raceway and weather-rated junction boxes to extend existing low-voltage and feeder connections; extensions limited to sixty (60) inches.
- Furnish and install a new single-point power connection from the new junction box to the RTU factory-installed disconnect switch.
- Furnish and install one (1) new weatherproof duplex GFCI receptacle where an existing receptacle is present.
- Reconnect existing low-voltage control wiring to the new RTU.
- Provide a one (1)-year contractor warranty on workmanship.

Assumptions

- Existing low-voltage and high-voltage wiring are currently separated and code-compliant.
- The new RTU will be installed in the same location and orientation as the existing unit.
- The existing electrical feeder and roof penetration are adequate to accommodate the new installation without modification.
- Existing feeder size, overcurrent protection, and disconnect location are code-compliant for the new RTU nameplate ratings.

PRE- & POST-CONSTRUCTION SPECIFICATIONS

Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW
Stewartville, MN 55976
507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road
Lawrence, KS 66044
913.674.4445

- Furnish proposed construction scheduled, if needed.

Project completion

- Upon substantial completion of the job, all required paperwork, and documentation will be submitted to the manufacturer.
- Any defects or undesirable conditions will be documented and reported in a punch list we are required to completely satisfy. If any conditions require alteration, repair, or replacement, we shall comply with required action and complete said defects, upon which the manufacturer will approve corrections and issue official warranty.
- Upon final completion, all equipment, debris, scrap materials, etc. shall be safely removed from site. All safety systems and equipment will remain in place and use until the roof has been cleared of all materials and non-safety related equipment in its entirety.

Post-job procedures:

Upon completion of project, we offer to conduct a post job closeout meeting which includes:

- Review of Executed Scope of Work
- Review of Any Unforeseen Conditions
- Submission of Critical Project Documents and Job Progress Photos
- Delivery of Contractor's and Manufacturer's Warranty
- Discuss Tecta Tracker & Preventative Maintenance programs

GENERAL NOTES AND QUALIFICATIONS

Clarifications:

- Project to be completed during normal working hours M-F. No overtime included
- Will coordinate with Le Sueur County for installation and timeframe.
- Electrical permit and inspection fees included, if applicable.
- All work will be performed by licensed electricians in accordance with current NEC standards and Schwickert's safety procedures
- Current Unit lead time is 18 weeks.

Additional Exclusions:

- Overtime
- Temporary services / Heating
- Any alteration or deviation from the services outlined in this proposal will be executed only upon written request and may become an extra charge over and above the original proposal amount.
- Upgrades to existing circuits to bring them into current code compliance.
- Circuit extensions exceeding sixty (60) inches.
- Service receptacle circuit upgrades required by AHJ are excluded
- Scope includes reconnection only of existing low-voltage control wiring; troubleshooting, reprogramming, or modification of controls is excluded.
- No new roof penetrations or structural modifications are included.
- Unforeseen conditions including deteriorated conductors, damaged raceways, undocumented modifications, or concealed code violations are excluded.
- Additional requirements imposed by the Authority Having Jurisdiction (AHJ) beyond the scope described herein.
- Premium time. All work described above to be done during standard working hours unless otherwise specified.

Employee Professionalism:

All work shall be performed in a safe, professional manner in compliance with Schwickert's policy. All work and supervision will be provided by Schwickert's Tecta America.

Permits:

Schwickert's will obtain necessary permits and be reimbursed for the additional cost.

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Safe & Clean Work Environment:

All work premises will be cleaned daily during the construction process and at the completion of the project. Trash will be removed to dumpster provided by others and disposed of at no cost to Schwickert’s.

Warranty:

Workmanship is covered by Schwickert’s Tecta America’s One year warranty.

CONTRACT

Base Bid: \$95,497.00

Please also note that these prices are based on current material costs and do not include protection beyond 30 days. All applicable tax is not included.

This proposal has been prepared and submitted by Andrew Cole.

SUBMITTED BY
SCHWICKERT’S TECTA AMERICA, LLC

ACCEPTED BY
Le Sueur County

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #:12909

PRE-LIEN NOTICE OF PRIME CONTRACTOR

(To be Attached as Rider to all Prime Contracts
for Work on Private Property)

“(a) ANY PERSON OR PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 20 days of date of invoice whether billing is for job preparation, material stored, work completed each month or final payment. Owner further agrees that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorneys’ fees (if an attorney is retained for collection) shall be added to the unpaid balance. Contractor reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Contractor when due. Owner hereby releases Contractor of notice requirements for lien rights in the event payments are not made when due as outlined in this paragraph. **This Proposal/Contract may be withdrawn by Contractor if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.**

Attached to this Proposal/Contract are Special Conditions. The terms and conditions contained in the attached Special Conditions to Proposal/Contract are incorporated into and are an integral part of this Proposal/Contract.

RECEIPT

This proposal has been submitted by Andrew Cole. Please call if you have any questions on this proposal.

Receipt of this Pre-Lien Notice, and a copy hereof, is hereby acknowledged by

**SUBMITTED BY
SCHWICKERT’S TECTA AMERICA, LLC**

**ACCEPTED BY
OWNER**

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #: 12909

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SPECIAL TERMS AND CONDITIONS

Dated _____ between _____ and Schwickert's Tecta America LLC

1. This Contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
2. Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility, including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.
3. Issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this Contract. Any additional terms and conditions stated in Owner's purchase order, or other written communication accepting this Contract, or by alteration by Owner of this Contract form, shall not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional and conditions stated in Owner's acceptance.
4. **Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**
5. **Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amount due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.**
6. Attached hereto and incorporated herein by reference is the Schwickert 1 year Contractor's warranty, which warranty form will be supplied by Contractor to Owner upon completion of this Contract. Acceptance of this Contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
7. Completion of this Contract shall be the date on which Contractor's work is finished, as distinguished from the date of Owner's acceptance thereof.
8. Contractor may include owner name, testimonials, location and project information for marketing and communications across any medium the contractor chooses.
9. Contractor may place company signage at the project location for the duration of the project.
10. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from heavy equipment, including, but not limited to cracks in concrete on the ground at the project site.
11. Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
12. Contractor reserves the right to cancel this Contract by written notice to Owner within 15 days of Owner's acceptance thereof, in the event that Contractor, in the reasonable exercise of its judgment, determines that Owner's credit history or rating is deemed insufficient for the purposes of this Contract.
14. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached or stated in the Contract and the specifications of the manufacturer. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications.
15. Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in materials and accessories.
16. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of manufacturer's materials, or other causes beyond its reasonable control; or, if any Interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform this Contract.
17. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the Contract.
18. Contractor will have Workers' Compensation insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this Contract.
19. Insurance for replacement of our own work product, for wear and tear, gradual deterioration, latent defect, mildew, mold or fungus, bacteria and other micro-organisms, inherent vice, depreciation, insects or vermin is not reasonably available in the market. As a result, and notwithstanding any other language to the contrary, the parties exclude from this contract, including any indemnity provision, any liability to Contractor for damages caused by the items listed in the previous sentence, because insurance to cover these risks is not reasonably available. Owner will further hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, arising from indoor air quality, including but not limited to the growth of mold, whether as a result of Owner's failure to maintain the building or otherwise.
20. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of person on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

13. Contractor's price includes furnishing all labor, materials and equipment necessary to complete the Contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of such work area, or the visual inspection ordinarily employed in the construction trades. If such latent conditions cause or

DUTIES AND RESPONSIBILITIES OF OWNER

21. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All work areas shall be accessible and owner shall move any obstructions from the work area. If preliminary work on the area is to be performed by others prior to Contractor's work, such work will be complete. Contractor shall not be required to perform its work while snow or other moisture conditions exist

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on the roof surface, unless Owner provides for removal or curing of such conditions.

22. Owner shall obtain permission for Contractor to work on or over adjoining property, if reasonably necessary to perform this Contract, at no cost to Contractor. Owner will arrange for restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while Contractor's work is in progress, if requested by Contractor.
23. Owner agrees to supply all necessary electrical, lighting and space conditioning required to complete the contractor's work.
24. Owner shall promptly inspect Contractor's work upon notice of completion, and shall either accept the work or give prompt, written notice to Contractor of omitted work or of other discrepancies. If Owner fails to give such notice to Contractor within 7 days from notice of completion, Contractor's performance shall be deemed to be completed for purposes of final payment.
25. If Contractor's work is to be inspected by Owner's representative, or an architect, Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay. Owner designates _____ to execute additional work orders or changes and to act for and on behalf of Owner to accept completed work.
26. Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
27. Prior to Contractor's commencement of performance of its work under this Contract, an appropriate number of tests of substances and materials may be conducted by, or on behalf of the Owner, at Owner's expense, to determine if asbestos or similar hazardous substances are present, which could be disturbed or otherwise affected by Contractor's work under this Contract. If such tests indicate the presence of asbestos or similar hazardous substances, Contractor may, at its option, (a) terminate this Contract upon written notice by Contractor to Owner; (b) delay commencement of performance of its work under this Contract until such products or materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work thereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such products or materials and any hazards connected therewith at a price to be determined by mutual agreement between Contractor and Owner and to be paid by Owner. If Contractor proceeds with its work under this Contract on the assumption that there is no asbestos or similar hazardous substance present, based upon results of tests conducted prior to commencement of its performance or if no tests are performed and Contractor does encounter any such products or material in the course of performing work at the job site, or if such hazardous materials are encountered by any other firm performing work at the job site, and Contractor determines that such materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such products or materials and any hazards connected therewith are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may be), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction. To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any

and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of asbestos or similar hazardous substances at this work site, including without limitation, installation, disturbance or removal of any product containing asbestos or similar hazardous substances or violation of governmental regulations relating to asbestos or similar hazardous substances. Owner releases Contractor from all claims and liabilities relating to asbestos or similar hazardous substances at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any asbestos or similar hazardous substance present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of materials containing asbestos or similar hazardous substances from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of materials containing asbestos or similar hazardous substances from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state or local agency or political subdivision.

As used herein, the term "hazardous substances" means:

- (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder.
- (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
- (c) any substance which is or becomes regulated by any federal, state, or local governmental authority.

ARBITRATION, ACCEPTANCE AND EXECUTION

28. All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Contract are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within 30 days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
29. This Contract, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within 30 days from the date hereof, but not thereafter, Owner may accept this Proposal / Contract by executing the same in the places provided and returning to Contractor.

RECEIPT

Receipt of the Contract/Proposal Special Conditions, and a copy hereof, is hereby acknowledged by

SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC

ACCEPTED BY
OWNER

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #: 12909



●Refrigeration ●HVAC ●Plumbing ●Process Piping ●Service

Prepared By:	Prepared For:	Agreement Location:
Davis Mechanical Systems 21225 Hamburg Ave, Lakeville, MN, 55044	Jim McMillian jmcmillen@co.le- sueur.mn.us	Le Sueur Government Center 88 Park Ave, Le Center, MN,

We are pleased to submit the proposal to perform the following:

Existing Aeon Model No. 33373 Serial No. 200102-AKGH19931

New unit Aeon M#RNA-009-B

Job Description Agreement: Replace Existing Aeon Make Up Air with a Current Model

Davis Mechanical Systems (“DMS”) hereby provides the following description for the Scope of Work in accordance with the Project Documents and Proposal Clarifications as stated herein. This Agreement confirms our mutual understanding of the objectives, terms and conditions of DMS providing services to you. If this letter meets with your approval, it will, when signed by you, serve as an agreement between DMS and you. DMS will provide all necessary labor, tools, and materials to complete the work as detailed below.

Scope of Work:

- **Furnish and supply new Aeon make up air**
- **Mechanical startup and operation check**
- **20-week lead time on equipment**
- **Disconnect reconnect electrical**
- **Add a GFCI to the new Rtu per code**
- **Replace with insulated curb extension per code**
- **Gas piping disconnect/ reconnect**
- **Controls**
- **Mechanical permit**
- **Crane Cost**
- **Disposal of the existing unit**

- Crane and Rigging
- Taxes and freight
- Insulate existing roof curb with R-10 Ins
- Sheet metal
- Building Automation Controls

Exclusions:

- Overtime Labor
- Air Balancing
- Temporary heating/cooling during downtime
- Structural
- Additional items requested by code officials
- Expediting materials
- Warranty of any parts not supplied by Davis Mechanical Systems
- Leak repairs
- Additional parts or materials

Total Project Estimation: \$93,350.00

Labor \$3,500.00

Materials \$68,825.00

Subcontractors \$16794.00

Expires on: 2/14/2026

Warranty:

Our Warranty is (1) year parts.

Customer Signature: _____

Date: _____

Contractor Signature: *Phillip Wolfe*

Date: 1/12/2026

Terms and Conditions:

This Agreement assumes that the existing equipment and hardware is in reasonably good condition for disassembly and reuse. Deviations from these assumed conditions could result in additional charges for labor, tooling, and/or replacement. All work is assumed to be performed during normal business hours (7AM-3:30PM).

The total Cost will be due and payable upon your receipt of DMS's invoice. In the event that any invoice for services rendered under this Agreement remains unpaid for more than thirty (30) days after its due date, the overdue amount shall accrue interest at a rate of .67% per month, or the maximum amount allowed by Minnesota law, whichever is less. This interest shall be compounded monthly and shall be calculated from the due date until the date of full payment.

If payment is not received promptly upon your receipt of DMS's invoice, you agree that you will also be responsible to pay the cost of any collection's efforts on DMS's part, including, but not limited to, reasonable attorneys' fees incurred in collecting the total cost due and enforcing this Agreement. DMS reserves its right to file a mechanic's lien if its invoice is not promptly paid in full.

If additional work is requested, we will discuss our cost arrangement with you at that time.

By signing below, Customer agrees to the terms of this agreement to provide the services listed under the Scope of Work.

February/March 2026
Future Meetings/County Events

February 2026

Tuesday, February 3rd	County Board Meeting, 9:00 a.m. Public Hearing: CD58 Lake Henry Petition Meeting, 10:00 a.m. Work Session: Comp Plan Le Sueur – Waseca Community Health Board, Waterville City Offices, 205 1st St, 1:30 p.m.
Thursday, February 5th	Board of Adjustment, 3 p.m.
Monday, February 9th	Waseca-Le Sueur Regional Library Board Meeting, 6:30 p.m., Le Center
Tuesday, February 10th	SWCD Meeting, 9 a.m.
Thursday, February 12th	Monthly Drainage Meeting, Preisler & O’Keefe, 10 a.m.
Monday, February 16th	Holiday – President’s Day
Tuesday, February 17th	County Board Meeting, 9:00 a.m. Public Hearing: Comp Plan, 10:00 a.m. Parks Board Meeting, 5 p.m.
Thursday, February 19th	Planning Commission, 7 p.m.
Monday, February 23rd	Department Head Meeting, 2:00 p.m.
Tuesday, February 24th	County Board Meeting, 9:00 a.m.
Thursday, February 26th	CSAH 15 Open House, 4:00-6:00 p.m., Justice Center, Le Center

March 2026

Tuesday, March 3rd	County Board Meeting, 9:00 a.m.
Thursday, March 5th	Board of Adjustment, 3 p.m.
Monday, March 9th	Waseca-Le Sueur Regional Library Board Meeting, 6:30 p.m., Le Center
Tuesday, March 10th	SWCD Meeting, 9 a.m.
Thursday, March 12th	Monthly Drainage Meeting, Tietz & King, 10 a.m.
Tuesday, March 17th	County Board Meeting, 9:00 a.m.
Thursday, March 19th	Public Hearing: Rifle/Shotgun Zone Legislation 6:30 p.m. Planning Commission, 7 p.m.
Tuesday, March 24th	County Board Meeting, 9:00 a.m.
Wednesday, March 25th	Bid Letting for Hwy 13/Hwy 99 Roundabout Le Sueur County Officials Association