

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 17, 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 17, 2026

Documents:

[LE SUEUR COUNTY BOARD ROOM INVITES YOU TO JOIN THIS TEAMS MEETING 2.17.26.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. Consent Agenda Review And Approval

1. February 3, 2026 Board Minutes & Board Summary Minutes
2. County Claims
3. Human Services Claims
4. January 2026 Transfers
5. LG220 Application for Exempt Permit for Raising Hope For A Cure to host a raffle at Next Chapter Winery, 16945 320th St, New Prague, MN 56071 on 9/12/2026.
6. LG220 Application for Exempt Permit for Giant Days Celebration for bingo/raffle at Caribou Gun Club, 30649 380th St, Le Sueur MN 56058 on 3/28/2026.
7. LG220 Application for Exempt Permit for Ladies of Ducks Unlimited Girls with Guns Chapter 329 for bingo, raffle at Next Chapter Winery, 16945 320th St, New Prague, MN 56071 on 3/29/2026.
8. Recommendation to grant regular status to Dillon Lambert, full-time 911 Telecommunicator, Sheriff's Office, effective February 13, 2026.

Documents:

[FEBRUARY 3, 2026 BOARD MINUTES.PDF](#)
[FEBRUARY 3, 2026 BOARD SUMMARY MINUTES.PDF](#)
[0393_001.PDF](#)
[BOARD CLAIMS SSIS.PDF](#)

[BOARD CLAIM IFS.PDF](#)
[JANUARY 2026 TRANSFERS.PDF](#)
[CONSENT AGENDA 2.17.2026.PDF](#)

6. 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.

7. 9:05 A.M. Brent Christian, County Attorney (5 Min)

1. \$5 Decrease for Law Library Fees: Civil/Family Cases decrease to \$10 and Criminal Cases decrease to \$5

8. 9:10 A.M. Jamie Hayes, Director Of Human Services (15 Min)

Documents:

[HUMAN SERVICES BOARD AGENDA FEBRUARY.PDF](#)

9. 9:25 A.M. Dani Ongie, Auditor-Treasurer & Anna Freunds Schuh, Drainage & Environmental Compliance Specialist(10 Min)

1. Drainage Policy Updates

Documents:

[LE SUEUR COUNTY DRAINAGE MANUAL_20260217.PDF](#)

10. 9:35 A.M. Aaron Stubbs, Planning & Zoning Administrator (5 Min)

Documents:

[PZ PACKET - 02_17_2026.PDF](#)

11. 9:40 A.M. Joe Martin, County Administrator (20 Min)

1. Termination of Joint Tax Abatement with City of Le Sueur
2. 2026-2030 CIP

Documents:

[1594_001.PDF](#)
[2026-2030 DRAFT.PDF](#)

12. 10:00 A.M. Public Hearing: Comp Plan

Le Sueur County Comprehensive Land Use Plan Draft (February 2026):
[HTTPS://WWW.LESUEURCOUNTY.GOV/DOCUMENTCENTER/VIEW/7201/2026-02-10_DRAFT_LE-SUEUR-CO-COMP-PLAN?BIDID=](https://www.lesueurcounty.gov/documentcenter/view/7201/2026-02-10_DRAFT_LE-SUEUR-CO-COMP-PLAN?BIDID=)

Appendix A-Phase 1 Engagement Summary:
[HTTPS://WWW.LESUEURCOUNTY.GOV/DOCUMENTCENTER/VIEW/7289/APPENDIX-A-1-PHASE-1-ENGAGEMENT-SUMMARY](https://www.lesueurcounty.gov/documentcenter/view/7289/APPENDIX-A-1-PHASE-1-ENGAGEMENT-SUMMARY)

Appendix A-Phase 2 Comments:
[HTTPS://WWW.LESUEURCOUNTY.GOV/DOCUMENTCENTER/VIEW/7288/APPENDIX-A-2-](https://www.lesueurcounty.gov/documentcenter/view/7288/APPENDIX-A-2-)

PUBLIC-PHASE-2-COMMENTS

Appendix Public Hearing Comments:

[HTTPS://WWW.LESUEURCOUNTY.GOV/DOCUMENTCENTER/VIEW/7290/APPENDIX-A-3-PC-PUBLIC-HEARING-COMMENTS](https://www.lesueurcounty.gov/documentcenter/view/7290/appendix-a-3-pc-public-hearing-comments)

13. Commissioner Committee Reports

14. Future Meetings

Documents:

[FEBRUARY 17 FUTURE MEETINGS.PDF](#)

15. Adjourn



Le Sueur County Board of Commissioners Meeting

Tuesday, February 17, 2026

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 155 638 041 7

Passcode: xf6BA6Ae

Dial in by phone

[+1 469-850-4198](#)..73805883# United States, Frisco

[Find a local number](#)

Phone conference ID: 738 058 83#

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

**Minutes of Le Sueur County Board of Commissioners Meeting
February 3, 2026**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 3, 2026 at 9:00 a.m. in the Government Center at Le Center, Minnesota. Board members present were John King, Danny O'Keefe, David Preisler, Steve Rohlfig and Dennis Tietz. Also present were Brent Christian, Joe Martin and Pam Herrmann.

King moved, Rohlfig seconded, motion carried unanimously to approve the agenda for the business of the day.

Preisler moved, Tietz seconded, motion carried unanimously to approve the consent agenda:

1. January 27, 2026 Board Minutes & Board Summary Minutes
2. County Claims
3. Human Services Claims
Financial: \$11,301.00
Soc Services: \$68,244.37
4. LG240B Application to Conduct Excluded Bingo for Cleveland Baseball & Softball Association to be held 4/18/2026 at The Bait Bucket Bar & Grill, 114 10th St S, Cleveland
5. Electronic Funds Transfer Report 2-3-26

Warrant #	Vendor Name	Amount
85153	Ag Partners Coop	\$ 26,905.85
85158	ArcaSearch LLC	\$ 20,173.43
85160	Bolton & Menk Inc.	\$114,591.00
85164	Compass Minerals America Inc.	\$ 96,584.01
85175	Guardian Fleet Safety LLC	\$ 8,557.50
85178	Holicky Bros Logistics LLC	\$ 16,183.70
85179	H2Over Viewers LLC	\$ 46,910.31
85181	J.R. Bruender Construction Inc.	\$ 3,242.76
85188	Le Sueur County SWCD	\$ 13,664.00
85192	MN Counties Computers Coop	\$115,738.85
85202	Ramy Turf Products	\$ 3,589.50
85205	Rinke-Noonan Law Firm	\$ 10,844.50
85208	Selly Excavating Inc.	\$ 15,550.00
85214	Titan Machinery Inc.	\$ 3,270.00
85215	Traxler Construction Inc.	\$ 8,989.20
85219	Waterford Oil Co. Inc.	\$ 17,951.48
85222	Wornson Goggins PC	\$ 3,312.50
85225	Zimmerman Tiling & Excavating LLC	\$ 18,000.00
56 Payments paid less than \$2,000.00:		\$ 26,694.83
18 Payments paid more than \$2,000.00:		\$544,058.59
74 Total all payments paid:		\$570,753.42

Public Open Forum: Anita Janda, Le Center

Aaron Stubbs, Environmental Services Director & Zoning Administrator, came before the Board with several items for approval.

Preisler moved, King seconded, motion carried via roll call vote 5-0, to grant a Conditional Use Permit to **BUELL CONSULTING, INC, EDEN PRAIRIE, MN (APPLICANT); RANDALL L. ROEMHILDT, ELYSIAN, MN (OWNER)** 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 ¼ of Section 8, Elysian Township.

Rohlfing moved, Preisler seconded, motion carried via roll call vote 5-0, to amend Conditional Use Permits #15023 and #2021108 to **BEAVER DAM RESORT, MANKATO, MN (APPLICANT); ANDY & BRENT BUYSSE, CLEVELAND, MN (OWNER)** 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.

Preisler moved, Rohlfing seconded, motion carried unanimously to change the Commercial interest rate from the proposed 7% to the previous 5% interest rate and to accept other staff recommendations on the Septic Upgrade Loan Program Administration Plan.

Rohlfing moved, Tietz seconded, motion carried unanimously to change the Residential interest rate from the proposed 6% to the previous 4% interest rate and to accept other staff recommendations on the Septic Upgrade Loan Program Administration Plan.

Megan Kirby, Public Health Director, came before the Board with updates.

Jim McMillen, Facilities Director, came before the Board with one item for approval.

Preisler moved, King seconded, motion carried unanimously to replace Aeon RTU #1 from Davis Mechanical Systems for \$93,350.00 expensed out of the capital account.

The Board recessed until 10:00 a.m.

At 10:00 a.m., the Board Chair opened the Public Hearing on the matter of the modification of hydraulic control on Le Sueur County Ditch (CD) 58 (Lake Henry outlet and Lake Management Plan). Petition for modification of drainage system and use of drainage system as outlet for lake management purposes.

Commissioner O'Keefe went over the agenda of the hearing.

John Kolb presented the purpose of the hearing.

Dani Ongie provided the Record of Notice Requirements.

Bailey Bocchino, ISG, provided the Engineer's Report.

Tim Koppelman, DNR, provided the Petitioner's Presentation. Jordan Lillemon with Ducks Unlimited attended to answer questions. Scott Mackenthun, DNR also appeared to answer questions.

Rohlfing moved, King seconded, the Board opened for public comment.

1. Kathy Svien, 27860 Lake Jefferson Rd. Cleveland
2. Donald Willson, 45961 Ridgetop Rd, Cleveland

3. John Lindstrom from Ducks Unlimited, Winsted, MN
4. Alan Zimmerman, 43779 255th Ave, Cleveland
5. Deb Krenik Johnson, 297 Tyrone St W, Le Center

One written comment from Marjorie Amberson, 45524 267th Ave, Cleveland, was read into the record.

After 6 public comments, King moved, Rohlfing seconded, to close the public comment.

John Kolb shared the draft of the modifications of the Order.

Preisler moved, Rohlfing seconded, the Board adopted the Findings & Order of both petitions as reviewed.

The Board tabled the Joint Powers Agreement between the State of MN, acting through its Commissioner of Natural Resources and Le Sueur County, in its capacity as Drainage Authority for CD58 to reconstruct a failing outlet which controls water levels on Lake Henry.

Rohlfing moved, Tietz seconded, the Board adjourned the Public Hearing and reconvened the regular meeting.

Commissioner Committee Reports:

Commissioner Preisler reported on West Jefferson Sewer District meeting, County Officials meeting, and Community Health Board.

Commissioner Rohlfing reported on West Jefferson Sewer District meeting, County Officials meeting, MRCI Finance meeting, MRCI Board meeting, and Cleveland City Council.

Commissioner Tietz reported on County Officials meeting, New Prague Sportsmen's Club, and New Prague City Council.

Commissioner King reported on County Officials meeting.

Commissioner O'Keefe reported on Law Library meeting and HRA meeting.

On motion by King, seconded by Tietz, the Board adjourned until February 17, 2026 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator Le Sueur County Chairman

2/3/26 Summary Minutes of Le Sueur County Board of Commissioners Meeting

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at <https://www.lesueurcounty.gov/>
- Approved the agenda for the business of the day. King/Rohlfing
- Approved the consent agenda: Preisler/Tietz
- 1. January 27, 2026 Board Minutes & Board Summary Minutes
- 2. County Claims
- 3. Human Services Claims
Financial: \$11,301.00
Soc Services: \$68,244.37
- 4. LG240B Application to Conduct Excluded Bingo for Cleveland Baseball & Softball Association to be held 4/18/2026 at The Bait Bucket Bar & Grill, 114 10th St S, Cleveland
- 5. Electronic Funds Transfer Report 2-3-26

Warrant #	Vendor Name	Amount
85153	Ag Partners Coop	\$ 26,905.85
85158	ArcaSearch LLC	\$ 20,173.43
85160	Bolton & Menk Inc.	\$114,591.00
85164	Compass Minerals America Inc.	\$ 96,584.01
85175	Guardian Fleet Safety LLC	\$ 8,557.50
85178	Holicky Bros Logistics LLC	\$ 16,183.70
85179	H2Over Viewers LLC	\$ 46,910.31
85181	J.R. Bruender Construction Inc.	\$ 3,242.76
85188	Le Sueur County SWCD	\$ 13,664.00
85192	MN Counties Computers Coop	\$115,738.85
85202	Ramy Turf Products	\$ 3,589.50
85205	Rinke-Noonan Law Firm	\$ 10,844.50
85208	Selly Excavating Inc.	\$ 15,550.00
85214	Titan Machinery Inc.	\$ 3,270.00
85215	Traxler Construction Inc.	\$ 8,989.20
85219	Waterford Oil Co. Inc.	\$ 17,951.48
85222	Wornson Goggins PC	\$ 3,312.50
85225	Zimmerman Tiling & Excavating LLC	\$ 18,000.00
56 Payments paid less than \$2,000.00:		\$ 26,694.83
18 Payments paid more than \$2,000.00:		\$544,058.59
74 Total all payments paid:		\$570,753.42

Public Open Forum: Anita Janda, Le Center

- Granted a Conditional Use Permit to **BUELL CONSULTING, INC, EDEN PRAIRIE, MN (APPLICANT); RANDALL L. ROEMHILDT, ELYSIAN, MN (OWNER)** to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District. Preisler/King
- Amended Conditional Use Permits #15023 and #2021108 to **BEAVER DAM RESORT, MANKATO, MN (APPLICANT); ANDY & BRENT BUYSSE, CLEVELAND, MN (OWNER)** 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. Rohlfing/Preisler
- Changed the Commercial interest rate from the proposed 7% to the previous 5% interest rate and to accept other staff recommendations on the Septic Upgrade Loan Program Administration Plan. Preisler/Rohlfing

- Changed the Residential interest rate from the proposed 6% to the previous 4% interest rate and to accept other staff recommendations on the Septic Upgrade Loan Program Administration Plan. Rohlfsing/Tietz
- Replaced Aeon RTU #1 from Davis Mechanical Systems for \$93,350.00 expensed out of the capital account. Preisler/King
- At 10:00 a.m., the Board Chair opened the Public Hearing on the matter of the modification of hydraulic control on Le Sueur County Ditch (CD) 58 (Lake Henry outlet and Lake Management Plan). Petition for modification of drainage system and use of drainage system as outlet for lake management purposes.
- Opened for public comment. Rohlfsing/King
- 1. Kathy Svien, 27860 Lake Jefferson Rd. Cleveland
- 2. Donald Willson, 45961 Ridgetop Rd, Cleveland
- 3. John Lindstrom from Ducks Unlimited, Winsted, MN
- 4. Alan Zimmerman, 43779 255th Ave, Cleveland
- 5. Deb Krenik Johnson, 297 Tyrone St W, Le Center
- One written comment from Marjorie Amberson, 45524 267th Ave, Cleveland, was read into the record.
- Closed the public comment. King/Rohlfsing
- Adopted the Findings & Order of both petitions as reviewed. Preisler/Rohlfsing
- Tabled the Joint Powers Agreement between the State of MN, acting through its Commissioner of Natural Resources and Le Sueur County, in its capacity as Drainage Authority for CD58 to reconstruct a failing outlet which controls water levels on Lake Henry.
- Adjourned the Public Hearing and reconvened the regular meeting. Rohlfsing/Tietz

Commissioner Committee Reports:

- Commissioner Preisler reported on West Jefferson Sewer District meeting, County Officials meeting, and Community Health Board.
- Commissioner Rohlfsing reported on West Jefferson Sewer District meeting, County Officials meeting, MRCI Finance meeting, MRCI Board meeting, and Cleveland City Council.
- Commissioner Tietz reported on County Officials meeting, New Prague Sportsmen's Club, and New Prague City Council.
- Commissioner King reported on County Officials meeting.
- Commissioner O'Keefe reported on Law Library meeting and HRA meeting.
- Adjourned until February 17, 2026 at 9:00 a.m. King/Tietz

ATTEST: Le Sueur County Administrator

Le Sueur County Chairman

SHERRI
2/11/26 11:59AM
General Revenue

**** Le Sueur County ****

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.	Account/Formula						Paid On Bnf #	On Behalf of Name	
20760	Advanced Correctional Healthcare Inc.	AP		4,510.00 -	Credit		1627	Medical Expenses Prisoners	N
66	01-250-0000-0000-6352			10,077.40	Contract-Mar 26'		8881	Medical Expenses Prisoners	N
65	01-250-0000-0000-6352			5,567.40	2 Transactions				
20760	Advanced Correctional Healthcare Inc.								
19669	Aging Services For Communities			2,702.78	Senior Citizen Rides-Jan 26'		112026	Miscellaneous/Appropriations	N
132	01-126-0000-0000-6360			2,702.78	1 Transactions				
19669	Aging Services For Communities								
18756	All America Pressure Washer MFG., Inc.			156.00	Couplers-Pressure Washer		21767	Repairs & Maintenance	N
117	01-245-0110-0000-6300			156.00	1 Transactions				
18756	All America Pressure Washer MFG., Inc.								
22142	Allen/Stephen	AP		160.00	Chore Services-LT		Dec 25'	Waivered Expenditures	Y
1	01-124-0000-0000-6384			80.00	Chore Services-LT		Jan 26'	Waivered Expenditures	Y
129	01-124-0000-0000-6384			240.00	2 Transactions				
22142	Allen/Stephen								
20882	Always There Heating & Air Inc.			105.00	HVAC Diagnosis		7212	Building & Structures	N
88	01-625-0017-0000-6605			85.00	HVAC Labor		7212	Building & Structures	N
89	01-625-0017-0000-6605			190.00	2 Transactions				
20882	Always There Heating & Air Inc.								
21356	Amazon Capital Services			14.40	Supplies			Office Supplies	N
68	01-200-0000-0000-6409			40.21	Supplies			Office Supplies	N
106	01-200-0000-0000-6409			76.89	Evidence-Supplies			Office Equipment	N
133	01-201-0000-0000-6625			24.99	Evidence-Supplies			Office Equipment	N
134	01-201-0000-0000-6625			529.70	IT-Supplies			Office Equipment	N
135	01-245-0060-0000-6625			66.60	Supplies			Medical Expenses Prisoners	N
67	01-250-0000-0000-6352			49.99	Supplies			Office Supplies	N
69	01-250-0000-0000-6409			802.78	7 Transactions				
21356	Amazon Capital Services								
10253	American Solutions For Business			40.80	Business Cards-913		8703824	Office Supplies	N
107	01-200-0000-0000-6409			40.80	1 Transactions				
10253	American Solutions For Business								

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>				<u>Paid On Bnf #</u>	<u>On Behalf of Name</u>	
124	22205 Amy E. Olson Legal & Family Services		262.50	Prof.Services		1625	Other Court Appointed Atlys	Y
	01-011-0000-0000-6107			1 Transactions				
22205	Amy E. Olson Legal & Family Services		262.50					
21801	AnSer Iowa		54.00	West Jeff-Answering Service		0122351002052026	Utilities & Telephone	N
90	59-463-0000-0000-6250		54.00	1 Transactions				
21801	AnSer Iowa							
11906	APG Media of Southern Minnesota LLC		153.00	Board Minutes 1/6/26		1084344	Printing, Publishing & Advertising	N
3	01-062-0000-0000-6230		114.00	Board Minutes 1/20/26		1085772	Printing, Publishing & Advertising	N
108	01-062-0000-0000-6230		66.00	Lk Henry DNR Htg		1084343	Professional Consulting	N
2	35-758-0000-0000-6260	D	122.53	Board Htg-Comp.Plan		1085771	Printing, Publishing & Advertising	N
118	60-122-0000-0000-6230		455.53	4 Transactions				
11906	APG Media of Southern Minnesota LLC							
999999902	Armstrong Forensic Lab Inc.		296.25	State MN vs K.Couch		40-CR-21-858	Miscellaneous	N
4	01-091-0000-0000-6360		296.25	1 Transactions				
999999902	Armstrong Forensic Lab Inc.							
21018	Autism Advocacy & Law Center		1,080.00	Prof.Services		21771	Professional Consulting & Interpreter	Y
5	01-011-0000-0000-6260	AP	1,080.00	1 Transactions				
21018	Autism Advocacy & Law Center							
19722	Baker Tilly US, LLP		5,810.00	Govt/Fiduciary Funds		BT3483591	State Audit	N
6	01-046-0000-0000-6261	AP	300.00	Re: Prior Year Financials		BT3483591	State Audit	N
8	01-046-0000-0000-6261	AP	455.00	25-Single Audit		BT3483591	State Audit	N
9	01-046-0000-0000-6261	AP	350.75	Tech Fee		BT3483591	State Audit	N
10	01-046-0000-0000-6261	AP	450.00	W.Jeff Enterprise Fund		BT3483591	State Audit	N
7	59-463-0000-0000-6261	AP	7,365.75	5 Transactions				
19722	Baker Tilly US, LLP							
22401	Barr Engineering Co.		67.50	Unnamed Creek-Erosion Study		23401015.00-10	Miscellaneous	N
91	60-452-0000-0000-6360		1,662.00	Unnamed Creek-Erosion Study		23401015.00-10	Miscellaneous	N
92	60-452-0000-0000-6360		4,842.50	Unnamed Creek-Erosion Study		23401015.00-10	Miscellaneous	N
93	60-452-0000-0000-6360		6,572.00	3 Transactions				
22401	Barr Engineering Co.							

SHERRI

2/11/26 11:59AM

General Revenue

**** Le Sueur County ****

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4



Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bnt #	Account/Formula Description	1099
11	1907	Batteries Plus Bulbs			164.95	Battery-Sweeper Cpl		P89263037		Repairs & Maintenance	N
	1907	Batteries Plus Bulbs			164.95	1 Transactions					
18	11735	Blue Earth Co Finance Department			3.56	25-Ditch Expenses		2026-003		Miscellaneous	N
15		35-711-0000-0000-6360	DTG		29.69	25-Ditch Expenses		2026-003		Miscellaneous	N
16		35-786-0000-0000-6360	DTG		101.94	25-Ditch Expenses		2026-003		Miscellaneous	N
17		35-787-0000-0000-6360	DTG		3,412.44	25-Ditch Expenses		2026-003		Miscellaneous	N
	11735	Blue Earth Co Finance Department			3,547.63	4 Transactions					
70	19454	Bob Barker Co Inc			66.83	Inmate Supplies		2207269		Miscellaneous	N
	19454	Bob Barker Co Inc			66.83	1 Transactions					
12	17054	Bolton & Menk Inc			330.00	Cannon River Flood Study-Warni		0385512		Miscellaneous	N
13		60-466-0000-0000-6360	AP		13,409.50	Cannon River Flood Study-Mittig		0385512		Miscellaneous	N
14		60-466-0000-0000-6360	AP		220.00	Cannon River Flood Study-Meeiti		0385512		Miscellaneous	N
	17054	Bolton & Menk Inc			13,959.50	3 Transactions					
19	20874	Cedar Valley Services Inc.			27.00	Transportation-DH		605942		Waivered Expenditures	N
	20874	Cedar Valley Services Inc.			27.00	1 Transactions					
23	10072	Christian, Moran & Whippes			333.46	Midco				Utilities & Telephone	N
20		01-090-0000-0000-6250			1,275.00	Rent				Leases	1
21		01-090-0000-0000-6405			549.93	Lawbook Upkeep				Books, Ledgers	N
22		01-090-0000-0000-6409			834.51	Supplies				Office Supplies	N
	10072	Christian, Moran & Whippes			2,992.90	4 Transactions					
144	20291	City Of Mankato			33.00	Ride Pass-AK		30348		Waivered Expenditures	N
	20291	City Of Mankato			33.00	1 Transactions					
	22344	Claffey Law, PLLC									

****** Le Sueur County ******

SHERRI
2/11/26 11:59AM

General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5



<u>Vendor</u>	<u>Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>						<u>Paid On Bnf #</u>	<u>On Behalf of Name</u>	
24	01-011-0000-0000-6107			753.75	Prof.Services		111	Other Court Appointed Attys	Y
22344	Claifley Law, PLLC			753.75	1 Transactions				
58	21941 Common Ground Lawn & Landscape Inc.			150.00	Chore Services-CJ (Jan)		13424	Waivered Expenditures	N
	01-124-0000-0000-6384			150.00	1 Transactions				
25	18919 Creative Forms & Concepts, Inc.			701.15	1st Nat'l Bank-Warrant Cks		121490	Office Supplies	N
	01-060-0400-0000-6409			701.15	1 Transactions				
119	20465 Cummins Sales & Service			652.23	Generator-Service		E4-260159753	Repairs & Maintenance	N
	01-245-0110-0000-6300			652.23	1 Transactions				
101	22222 Davis Mechanical Systems Inc.			360.00	Heat Pump 225-Open Valve		102787	Repairs & Maintenance	N
	01-110-0000-0000-6300			360.00	1 Transactions				
136	20775 Diamond Drug Pharmacy			3,591.13	Immate Meds		1557845	Medical Expenses Prisoners	N
	01-250-0000-0000-6352			3,591.13	1 Transactions				
94	22121 Gopher State One Call			50.00	26--Facility Operator Fee		6011606	Utilities & Telephone	N
	59-463-0000-0000-6250			50.00	1 Transactions				
109	19742 Hansen Sanitation Inc.			293.10	P/U,Dispose,SW,Tax,Fuel		19986	Miscellaneous	N
	60-427-0000-0000-6360			150.00	Ag Bag Rental-Ag Partners		19986	Miscellaneous	N
110	19742 Hansen Sanitation Inc.			443.10	2 Transactions				
27	21335 HD Supply			99.86	Side Brush-Sweeper		9245052864	Repairs & Maintenance	N
	01-110-0000-0000-6300			99.86	Side Brush-Sweeper		9245052864	Repairs & Maintenance	N
28				49.93	Side Brush-Sweeper		9245052864	Repairs & Maintenance	N
	01-112-0000-0000-6300			49.93	Side Brush-Sweeper		9245052864	Repairs & Maintenance	N
26				49.93	Side Brush-Sweeper		9245052864	Repairs & Maintenance	N
	01-245-0110-0000-6300								

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

<u>Vendor</u> <u>Name</u>		<u>Rpt</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>3 Transactions</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
20720	Healthy Smiles Inc.						
145	01-124-0000-0000-6246		737.00	Healthy Smiles-Jan 26'	Medica#1	Medica Grant Expense/Healthy Smiles	N
146	01-124-0000-0000-6246		262.00	Healthy Smiles-Feb 26'	Medica#2C	Medica Grant Expense/Healthy Smiles	N
20720	Healthy Smiles Inc.		999.00	2 Transactions			
18160	Hewlett Packard Enterprise Co.						
111	01-060-0000-0000-6300		1,131.00	MSA-Storage Maint.Plan	9468339573	Repairs & Maintenance	N
112	01-245-0060-0000-6300		1,131.00	MSA-Storage Maint.Plan	9468339573	Repairs & Maintenance	N
18160	Hewlett Packard Enterprise Co.		2,262.00	2 Transactions			
10264	Hillyard Inc.						
128	01-110-0000-0000-6300		324.42	Mops/Mop Heads	90029702	Repairs & Maintenance	N
127	01-245-0110-0000-6300		434.30	Garbage Bags	90029702	Repairs & Maintenance	N
10264	Hillyard Inc.		758.72	2 Transactions			
18819	I & S Group, Inc.						
59	35-704-0000-0000-6260		16.69	Engineering Consultation	128222	Professional Consulting	N
59	35-706-0000-0000-6260		27.92	Engineering Consultation	128222	Professional Consulting	N
59	35-709-0000-0000-6260		31.48	Engineering Consultation	128222	Professional Consulting	N
59	35-715-0000-0000-6260		4.67	Engineering Consultation	128222	Professional Consulting	N
59	35-716-0000-0000-6260		4.24	Engineering Consultation	128222	Professional Consulting	N
59	35-717-0000-0000-6260		2.68	Engineering Consultation	128222	Professional Consulting	N
59	35-718-0000-0000-6260		18.23	Engineering Consultation	128222	Professional Consulting	N
59	35-719-0000-0000-6260		24.23	Engineering Consultation	128222	Professional Consulting	N
59	35-721-0000-0000-6260		26.68	Engineering Consultation	128222	Professional Consulting	N
59	35-722-0000-0000-6260		8.09	Engineering Consultation	128222	Professional Consulting	N
59	35-723-0000-0000-6260		86.01	Engineering Consultation	128222	Professional Consulting	N
59	35-726-0000-0000-6260		4.00	Engineering Consultation	128222	Professional Consulting	N
59	35-728-0000-0000-6260		17.46	Engineering Consultation	128222	Professional Consulting	N
59	35-729-0000-0000-6260		32.97	Engineering Consultation	128222	Professional Consulting	N
59	35-732-0000-0000-6260		4.92	Engineering Consultation	128222	Professional Consulting	N
59	35-735-0000-0000-6260		15.78	Engineering Consultation	128222	Professional Consulting	N
59	35-736-0000-0000-6260		6.87	Engineering Consultation	128222	Professional Consulting	N
59	35-737-0000-0000-6260		63.59	Engineering Consultation	128222	Professional Consulting	N
59	35-738-0000-0000-6260		80.30	Engineering Consultation	128222	Professional Consulting	N
59	35-740-0000-0000-6260		37.52	Engineering Consultation	128222	Professional Consulting	N

****** Le Sueur County ******

SHERRI
2/1/26
Ditch

11:59AM

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**



<u>Vendor No.</u>	<u>Name</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Paid On Bht #</u>	<u>Account/Formula Description</u>	<u>1099</u>
59		35-741-0000-0000-6260			4.28	Engineering Consultation		128222		Professional Consulting	N
59		35-742-0000-0000-6260			5.83	Engineering Consultation		128222		Professional Consulting	N
59		35-743-0000-0000-6260			28.80	Engineering Consultation		128222		Professional Consulting	N
59		35-744-0000-0000-6260			26.59	Engineering Consultation		128222		Professional Consulting	N
59		35-745-0000-0000-6260			64.50	Engineering Consultation		128222		Professional Consulting	N
59		35-746-0000-0000-6260			13.75	Engineering Consultation		128222		Professional Consulting	N
59		35-747-0000-0000-6260			1.69	Engineering Consultation		128222		Professional Consulting	N
59		35-748-0000-0000-6260			19.58	Engineering Consultation		128222		Professional Consulting	N
59		35-749-0000-0000-6260			21.89	Engineering Consultation		128222		Professional Consulting	N
59		35-750-0000-0000-6260			28.61	Engineering Consultation		128222		Professional Consulting	N
59		35-751-0000-0000-6260			60.53	Engineering Consultation		128222		Professional Consulting	N
59		35-752-0000-0000-6260			6.67	Engineering Consultation		128222		Professional Consulting	N
59		35-754-0000-0000-6260			188.46	Engineering Consultation		128222		Professional Consulting	N
81		35-758-0000-0000-6260		D	1,972.50	Lk Henry Outlet		128221		Professional Consulting	N
59		35-758-0000-0000-6260			44.14	Engineering Consultation		128222		Professional Consulting	N
59		35-759-0000-0000-6260			54.51	Engineering Consultation		128222		Professional Consulting	N
59		35-760-0000-0000-6260			40.65	Engineering Consultation		128222		Professional Consulting	N
59		35-761-0000-0000-6260			10.12	Engineering Consultation		128222		Professional Consulting	N
59		35-762-0000-0000-6260			34.63	Engineering Consultation		128222		Professional Consulting	N
59		35-763-0000-0000-6260			31.64	Engineering Consultation		128222		Professional Consulting	N
59		35-764-0000-0000-6260			35.59	Engineering Consultation		128222		Professional Consulting	N
59		35-765-0000-0000-6260			42.77	Engineering Consultation		128222		Professional Consulting	N
59		35-767-0000-0000-6260			21.17	Engineering Consultation		128222		Professional Consulting	N
59		35-768-0000-0000-6260			14.06	Engineering Consultation		128222		Professional Consulting	N
59		35-769-0000-0000-6260			9.90	Engineering Consultation		128222		Professional Consulting	N
59		35-770-0000-0000-6260			17.66	Engineering Consultation		128222		Professional Consulting	N
59		35-785-0000-0000-6260			28.49	Engineering Consultation		128222		Professional Consulting	N
59		35-786-0000-0000-6260			4.77	Engineering Consultation		128222		Professional Consulting	N
59		35-787-0000-0000-6260			10.64	Engineering Consultation		128222		Professional Consulting	N
59		35-788-0000-0000-6260			11.75	Engineering Consultation		128222		Professional Consulting	N
59		35-790-0000-0000-6260			61.66	Engineering Consultation		128222		Professional Consulting	N
59		35-793-0000-0000-6260			100.27	Engineering Consultation		128222		Professional Consulting	N
59		35-802-0000-0000-6260			22.16	Engineering Consultation		128222		Professional Consulting	N
59		35-831-0000-0000-6260			26.92	Engineering Consultation		128222		Professional Consulting	N
59		35-834-0000-0000-6260			23.68	Engineering Consultation		128222		Professional Consulting	N
59		35-853-0000-0000-6260			54.91	Engineering Consultation		128222		Professional Consulting	N
59		35-856-0000-0000-6260			17.78	Engineering Consultation		128222		Professional Consulting	N
59		35-857-0000-0000-6260			4.62	Engineering Consultation		128222		Professional Consulting	N

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
Environmental Services

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES** Page 8

	<u>Vendor</u>		<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>		<u>Invoice #</u>		<u>Account/Formula Description</u>		<u>1099</u>
	<u>No.</u>	<u>Name</u> <u>Account/Formula</u>			<u>Service Dates</u>	<u>On Behalf of Name</u>	<u>Paid On Bnf #</u>	<u>On Behalf of Name</u>			
95		60-450-0000-0000-6360		3,205.00	Lake SWA's-Francis-Engineering		128225		Miscellaneous		N
96		60-450-0000-0000-6360		1,885.00	Lake SWA's-Francis-Engineering		128225		Miscellaneous		N
97		60-450-0000-0000-6360		2,255.00	Lake SWA's- Tetonka/Sakatah		128225		Miscellaneous		N
18819		I & S Group, Inc.		11,027.50	61 Transactions						
22117		Inspire Services, LLC									
29		03-930-0000-0000-6360	AP	2,411.22	Jail Tmmt Prog.Client-DC		9045		Miscellaneous		N
30		03-930-0000-0000-6360	AP	800.00	Jail Program Admin Time		9196		Miscellaneous		N
31		03-930-0000-0000-6360	AP	800.00	Jail Program Admin Time		9399		Miscellaneous		N
32		03-930-0000-0000-6360	AP	540.17	Jail Tmmt Program-Clients		9626		Miscellaneous		N
22117		Inspire Services, LLC		4,551.39	4 Transactions						
22251		Jensen Land Surveying LLC									
60		01-048-0000-0000-6260		3,240.00	Prof.Serv. 1/6-1/22		301		Professional Consulting		Y
22251		Jensen Land Surveying LLC		3,240.00	1 Transactions						
21799		Laurie's Garden Care									
33		01-124-0000-0000-6384	AP	120.00	Snow Removal-PP		Dec 25'		Waivered Expenditures		Y
82		01-124-0000-0000-6384		125.00	Chore Services-DB		Jan 26'		Waivered Expenditures		Y
21799		Laurie's Garden Care		245.00	2 Transactions						
10074		Le Center Hardware Hank									
37		01-110-0000-0000-6300		220.77	Supplies		419 Acct		Repairs & Maintenance		N
36		01-112-0000-0000-6300		86.97	Supplies		739 Acct		Repairs & Maintenance		N
34		01-124-0000-0000-6415		8.98	Windshield Washer Fluid		382 Acct		Vehicle Expenses		N
35		01-245-0110-0000-6300		131.81	Supplies		535 Acct		Repairs & Maintenance		N
10074		Le Center Hardware Hank		448.53	4 Transactions						
11187		Le Sueur Co Recorder									
62		03-991-0000-0000-6360		46.00	Edmonson-Variance		171287		Miscellaneous		N
61		03-991-0000-0000-6360		46.00	Hass-Variance		171288		Miscellaneous		N
63		03-991-0000-0000-6360		46.00	Hartman-Variance		171289		Miscellaneous		N
11187		Le Sueur Co Recorder		138.00	3 Transactions						
21362		Le Sueur County News									
137		01-200-0000-0000-6240		152.20	Subscription		LCN-70399		Dues & Subscriptions		N

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 9

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
21362	Le Sueur County News				152.20	1 Transactions				
10108	Lea/Richard C				3,387.50	Prof.Services				
38	01-011-0000-0000-6107				3,387.50	1 Transactions			Other Court Appointed Atlys	Y
10108	Lea/Richard C									
19439	Lemmer/Arlene				200.00	Chore Services-WB				
83	01-124-0000-0000-6384				150.00	Chore Services-LP			Jan 26'	Waivered Expenditures
84	01-124-0000-0000-6384				200.00	Chore Services-CK			Jan 26'	Waivered Expenditures
85	01-124-0000-0000-6384				325.00	Chore Services-JJ			Jan 26'	Waivered Expenditures
86	01-124-0000-0000-6384				875.00	4 Transactions				Y
19439	Lemmer/Arlene									
10327	Menards				103.02	GFI Outlets-Cells				
120	01-245-0110-0000-6300				103.02	1 Transactions			16092	Repairs & Maintenance
10327	Menards									
10117	MN Counties Computers Coop				6,913.00	Tyler Implementation-98.88% Co			2601308	Software License
102	01-060-0400-0000-6355				6,913.00	1 Transactions				N
10117	MN Counties Computers Coop									
20637	MN Critter Getter				600.00	Monthly Service				
71	01-200-0000-0000-6369				600.00	1 Transactions				Animal Control
20637	MN Critter Getter									N
10903	MN State Law Library				1,040.00	Law Library-Tier 2 Program			26-29	Books, Ledgers
125	90-019-0000-0000-6405				1,040.00	1 Transactions				N
10903	MN State Law Library									
21044	Morris Electronics Inc.				343.75	BCA Diagram/FTD Updates			17996	Professional Consulting
64	01-245-0060-0000-6260				343.75	1 Transactions				N
21044	Morris Electronics Inc.									
11729	Motorola Solutions Inc				330.00	VESTA			8471001612	Utilities & Telephone
113	01-212-0000-0000-6250				330.00	1 Transactions				N
11729	Motorola Solutions Inc									

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 10

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
18896	O'Connell Oil Co								
39	01-245-0110-0000-6415			984.75	Fuel-Generator		4510	Fuel & Oil	N
143	01-245-0110-0000-6415			341.11	Fuel-Generator		4511	Fuel & Oil	N
18896	O'Connell Oil Co			1,325.86	2 Transactions				
10135	Overn/Lawrence Terry								
40	01-123-0000-0000-6103			75.00	Per Diem 1/29			Per Diem	Y
10135	Overn/Lawrence Terry			75.00	1 Transactions				
19973	Pet Expo								
138	03-972-0000-0000-6360			193.40	K9 Food/Supplies		1458145-1	Miscellaneous	N
19973	Pet Expo			193.40	1 Transactions				
10137	Plunkett's Inc								
72	01-250-0000-0000-6300			86.23	Pest Control		10365197	Repairs & Maintenance	N
10137	Plunkett's Inc			86.23	1 Transactions				
22194	Quadient Leasing USA, Inc.								
41	01-043-0000-0000-6302			1,477.44	Mail Machine-Govt Ctr		Q2195490	Leases	N
42	01-043-0000-0000-6302			243.39	Mail Machine-Sheriff		Q2195490	Leases	N
43	01-043-0000-0000-6302			243.39	Mail Machine-Court Admin		Q2195490	Leases	N
22194	Quadient Leasing USA, Inc.			1,964.22	3 Transactions				
10835	Ramsey County								
139	01-205-0000-0000-6260			660.00	Exam-Aanas		39913	Professional Consulting	N
10835	Ramsey County			660.00	1 Transactions				
19835	Rent N Save Portable Services								
98	01-525-0017-0000-6250			150.00	Monthly Service/Rent		24920	Utilities & Telephone	N
19835	Rent N Save Portable Services			150.00	1 Transactions				
21411	River Valley Forensic Services P.A.								
73	01-205-0000-0000-6260	AP		250.00	Monthly Contract		3019	Professional Consulting	Y
74	01-205-0000-0000-6260	AP		600.00	Exam-Hoyne & Gilson		3019	Professional Consulting	Y
21411	River Valley Forensic Services P.A.			850.00	2 Transactions				
18144	RS Eden								

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 11

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>				<u>Paid On Bnf #</u>	<u>On Behalf of Name</u>	
45	01-011-0000-0000-6366	AP	87.00	Drug Testing		68321	Pre Trial Drug Testing	N
44	03-976-0000-0000-6366	AP	1,428.98	Drug Testing Suppleas		68321	Drug Testing	N
18144	RS Eden		1,515.98	2 Transactions				
22182	RVS Shredding							
99	01-044-0000-0000-6360		21.25	2/2 Shredding Services		145085	Miscellaneous	N
114	01-100-0000-0000-6300		21.25	Shredding Serv. 2/2/26		145084	Repairs & Maintenance	N
22182	RVS Shredding		42.50	2 Transactions				
22447	Schneider Property Management, LLC							
87	01-124-0000-0000-6384		300.00	Snow Removal-GK		Jan 26'	Waivered Expenditures	N
22447	Schneider Property Management, LLC		300.00	1 Transactions				
22453	Schoenecker/Sandra							
46	01-123-0000-0000-6103		75.00	Per Diem 1/29			Per Diem	Y
47	01-123-0000-0000-6330		26.10	Mileage			Transportation & Travel	N
22453	Schoenecker/Sandra		101.10	2 Transactions				
20610	SeaChange Print Innovations							
48	01-061-0000-0000-6407		355.77	3/10/26-Election-Wa/Ely Twp		43606	Stationary & Forms	N
100	01-061-0000-0000-6407		495.20	3/10/26-Omni Ballot Prog-Ely/W		43624	Stationary & Forms	N
20610	SeaChange Print Innovations		850.97	2 Transactions				
20870	Shred-it							
51	01-124-0000-0000-6409		105.41	Shredding Services-Jan 26'		8013157476	Office Supplies	N
20870	Shred-it		105.41	1 Transactions				
11178	Sirchie Finger Print Lab							
140	01-201-0000-0000-6268		834.45	Print Tech Kit		730210	Investigation Expense	N
11178	Sirchie Finger Print Lab		834.45	1 Transactions				
20658	Squires, Waldspurger & Mace, P.A.							
103	59-463-0000-0000-6260	AP	975.00	Prof.Services-WJSD		28195	Professional Consulting	Y
20658	Squires, Waldspurger & Mace, P.A.		975.00	1 Transactions				
22113	Staples							
49	01-041-0000-0000-6409		57.15	Electric Stapler		7008543254	Office Supplies	N

****** Le Sueur County ******



SHERRI
2/11/26 11:59AM
General Revenue

Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES** Page 12

<u>Vendor</u>	<u>Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Paid On Bnt #</u>	<u>Account/Formula Description</u>	<u>1099</u>
50	01-044-0000-0000-6409			70.77	Notepads/Calc.Paper		7008543254		Office Supplies	N
22113	Staples			127.92	2 Transactions					
10428	Streicher's Inc.			547.94	Uniforms-Blaschko		1807249		Extra Uniforms	N
76	01-200-0000-0000-6455			104.99	Uniforms-Cummins		1805944		Extra Uniforms	N
75	01-250-0000-0000-6455			652.93	2 Transactions					
10428	Streicher's Inc.									
10154	Suel Printing Company			60.00	Subscription		Lake Enterpr.		Dues & Subscriptions	N
78	01-044-0000-0000-6240			60.00	Subscription		Mont.Messeng.		Dues & Subscriptions	N
77	01-044-0000-0000-6240			112.65	#9-Envelopes		298042		Printing, Publishing & Advertising	N
52	01-124-0000-0000-6230			124.80	#10-Envelopes		298042		Printing, Publishing & Advertising	N
53	01-124-0000-0000-6230			308.00	Board Public Hrg-Comp.Plan		298128		Printing, Publishing & Advertising	N
121	60-122-0000-0000-6230			665.45	5 Transactions					
10154	Suel Printing Company									
999999902	Think Bank			20.00	Research Fee		AAA8376		Investigation Expense	N
79	01-201-0000-0000-6268			20.00	1 Transactions					
999999902	Think Bank									
141	01-201-0000-0000-6268			60.00	Labor		11683		Investigation Expense	N
142	01-201-0000-0000-6268			375.81	Tow 26000543		11683		Investigation Expense	N
20277	Tom Murray's Hwy Motors Inc.			435.81	2 Transactions					
999999902	Trcka/Shirley			240.00	Restitution				Miscellaneous	N
54	03-987-0000-0000-6360			240.00	1 Transactions					
999999902	Trcka/Shirley									
18180	Tri-County Solid Waste			43,269.65	4th Qtr 25-Expenditures/Benef				Tri County Solid Waste Jt Powers	N
115	60-427-0000-0000-6345	DTG		43,269.65	1 Transactions					
18180	Tri-County Solid Waste									
21723	Trident Water Systems, LLC			2,130.00	West Jeff-Sewer Service		371		Repairs & Maintenance	N
57	59-463-0000-0000-6300			410.00	West Jeff-Sewer Service		372		Repairs & Maintenance	N
56	59-463-0000-0000-6300			390.00	West Jeff-Sewer Service		373		Repairs & Maintenance	N
55	59-463-0000-0000-6300									

SHERRI

2/11/26

11:59AM

West Jefferson Subordinate ;

**** Le Sueur County ****

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 13



<u>Vendor</u>	<u>Name</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
122	59-463-0000-0000-6300			260.00	West Jeff-Sewer Service		374	Repairs & Maintenance	N
126	59-463-0000-0000-6300			325.00	West Jeff-Sewer Service		375	Repairs & Maintenance	N
21723	Trident Water Systems, LLC			3,515.00	5 Transactions				
22347	Vandervort/Zella								
130	01-001-0000-0000-6103			75.00	Per Diem 2/10			Per Diem	Y
131	01-001-0000-0000-6330			23.20	Mileage			Transportation & Travel	N
22347	Vandervort/Zella			98.20	2 Transactions				
21430	VERTIV Corporation								
80	01-212-0000-0000-6360			3,737.00	Annual Maint.		13514934	Miscellaneous	N
21430	VERTIV Corporation			3,737.00	1 Transactions				
10281	Wasasca County								
116	35-711-0000-0000-6360	DTG		92.48	25-Ditch Expenditures			Miscellaneous	N
10281	Wasasca County			92.48	1 Transactions				
22431	Weizae's Wash & Wax								
104	01-045-0000-0000-6300			300.00	Carwash Package-Assessor		1466	Repairs & Maintenance	N
22431	Weizae's Wash & Wax			300.00	1 Transactions				
20630	Xerox IT Solutions, LLC								
105	01-245-0060-0000-6610			145.00	WiFi Aps (2)		01621801	Equipment	N
20630	Xerox IT Solutions, LLC			145.00	1 Transactions				
10352	Ziegler Inc								
123	01-245-0110-0000-6300			984.71	GR-20 Lift Inspection		SI000755714	Repairs & Maintenance	N
10352	Ziegler Inc			984.71	1 Transactions				
Final Total				155,207.56	78 Vendors		202 Transactions		

Le Sueur County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	63,096.57	General Revenue
	3	6,618.60	County Special Agency Fund
	35	7,388.61	Ditch
	59	5,044.00	West Jefferson Subordinate Servi
	60	72,019.78	Environmental Services
	90	1,040.00	Agency
	All Funds	155,207.56	Total

Approved by,

.....
.....
.....

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPi Extraction List

Batches in this extraction:

2026-02-0003

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6	Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
Business Essentials						- 10127						
10	300	0	0	6409	0	35.66	ink roller/file pockets	W/O-1380311-1	0	N		
Vendor Totals						35.66						
Row Count: 1												
Cintas						- 22064						
10	302	0	0	6374	0	225.80	first aid supplies	8408090174	0	N		
Vendor Totals						225.80						
Row Count: 1												
Cintas Corp						- 22212						
10	303	0	0	6490	0	121.27	shop towel/clothing	4257650776	0	N		
10	303	0	0	6490	0	91.09	fender cover/clothing	4258401179	0	N		
Vendor Totals						212.36						
Row Count: 2												
Compass Minerals America Inc.						- 21558						
10	302	0	0	6497	0	9,294.26	salt	1610399	0	N		
10	302	0	0	6497	0	2,283.87	salt	1611601	0	N		
Vendor Totals						11,578.13						
Row Count: 2												
Erickson Engineering Co. LLC						- 18051						
10	301	0	0	6260	0	2,462.50	co rd 117	17736	0	N		
Vendor Totals						2,462.50						
Row Count: 1												
Gopher State One Call						- 22121						
10	300	0	0	6260	0	50.00	2026 fee	6011154	0	N		
10	302	0	0	6495	0	10.80	email tickets	6011154	0	N		
Vendor Totals						60.80						
Row Count: 2												
Graham's Valley Ag						- 22457						
10	303	0	0	6445	0	52.39	hyd hose	40984	0	N		
Vendor Totals						52.39						
Row Count: 1												
Holicky Bros Logistics LLC						- 21363						
10	302	0	0	6497	0	2,002.14	haul salt	MB 96269	0	N		
Vendor Totals						2,002.14						
Row Count: 1												
Kris Engineering Inc						- 18733						
10	303	0	0	6445	0	7,298.40	blades	42433	0	N		
Vendor Totals						7,298.40						
Row Count: 1												
Le Center Hardware Hank						- 10074						
10	303	0	0	6490	0	45.43	acct 161 -supplies	1-31-26	0	N		
Vendor Totals						45.43						
Row Count: 1												
Loken's Asphalt Maintenance, Inc.						- 22456						
10	302	0	0	6495	0	800.00	stop bar - csah 29	057201-JE	0	N		
10	302	0	0	6495	0	800.00	stop bar - csah 28	057201-JE	0	N		
10	302	0	0	6495	0	1,600.00	stop bar csah 45	057201-JE	0	N		

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPi Extraction List

Batches in this extraction:

2026-02-0003

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6	Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
Loken's Asphalt Maintenance, Inc. - 22456												
10	302	0	0	6495	0	725.00	stop bar - csah 15	057201-JE	0	N		
10	302	0	0	6495	0	800.00	stop bar - co rd 142	057201-JE	0	N		
10	302	0	0	6495	0	800.00	stop bar - csah 23	057201-JE	0	N		
10	302	0	0	6495	0	225.00	stop bar - csah 3	057201-JE	0	N		
Vendor Totals						5,750.00						
Row Count: 7												
Little Falls Machine Inc - 10606												
10	303	0	0	6445	0	2,250.46	cylinder	375900	0	N		
10	303	0	0	6445	0	322.62	pins/bolt	375943	0	N		
Vendor Totals						2,573.08						
Row Count: 2												
Menards - 10327												
10	303	0	0	6360	0	535.20	acct 30500284 bathroom supplie	15251	0	N		
10	303	0	0	6360	0	4.99	acct 30500284 bathroom supplie	15381	0	N		
10	303	0	0	6360	0	-118.95	acct 30500284 bathroom supplie	15391	0	N		
10	303	0	0	6360	0	185.84	acct 30500284 bathroom supplie	15394	0	N		
Vendor Totals						607.08						
Row Count: 4												
Montgomery Oil Company - 10330												
10	303	0	0	6415	0	116.00	diesel	21930	0	N		
10	303	0	0	6415	0	44.00	gas	21961	0	N		
Vendor Totals						160.00						
Row Count: 2												
Moske's Auto Service Inc. - 19620												
10	303	0	0	6415	0	52.85	gas	8914	0	N		
Vendor Totals						52.85						
Row Count: 1												
Nuss Truck Group, Inc. - 20383												
10	303	0	0	6445	0	-42.00	brake kit credit	PSO043603-2	0	N		
10	303	0	0	6445	0	187.68	filter	PSO274068-1	0	N		
10	303	0	0	6445	0	407.58	filter/hose	PSO274766-1	0	N		
10	303	0	0	6445	0	67.56	hose end	PSO275653-1	0	N		
10	303	0	0	6445	0	123.82	window switch	PSO276776-1	0	N		
Vendor Totals						744.64						
Row Count: 5												
Oestreich Repair LLC - 20939												
10	303	0	0	6445	0	41.04	oring	19993	0	Y		
10	303	0	0	6445	0	600.00	labor/repair	19993	0	Y		
Vendor Totals						641.04						
Row Count: 2												
Phil Mart - 11654												
10	303	0	0	6415	0	59.00	acct 203 - gas	1014532	0	N		
10	303	0	0	6415	0	55.60	acct 203 - gas	1017948	0	N		

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPI Extraction List

Batches in this extraction:

2026-02-0003

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6	Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
Phil Mart - 11654												
10	303	0	0	6415	0	73.00	acct 203 - gs	1018008	0	N		
10	303	0	0	6415	0	54.17	acct 203 - gas	1019430	0	N		
Vendor Totals						241.77						
R & R Metalworks Inc - 19087												
10	303	0	0	6445	0	100.00	labor - oil tank	23769	0	Y		
Vendor Totals						100.00						
Spectrum Systems - 19322												
10	303	0	0	6260	0	213.60	fire alarm inspection	13245	0	Y		
10	303	0	0	6260	0	462.00	fire alarm monitor	13245	0	Y		
Vendor Totals						675.60						
Swirtz Tool Sales LLC - 22455												
10	303	0	0	6490	0	83.00	cutting pliers/plastic cutter	0130261941	0	N		
Vendor Totals						83.00						
Titan Machinery Inc. - 18998												
10	303	0	0	6445	0	450.00	remainder inv	PS1061265-1	0	Y		
Vendor Totals						450.00						
Todds Auto Parts, Inc. - 10366												
10	303	0	0	6445	0	82.88	capsules/lights	958798	0	N		
10	303	0	0	6490	0	72.43	tie/hook/screwdriver	959512	0	N		
10	303	0	0	6445	0	8.99	oring	959593	0	N		
10	303	0	0	6445	0	25.97	multl lube	959804	0	N		
10	303	0	0	6445	0	27.58	lube	959804	0	N		
10	303	0	0	6490	0	30.99	10pk forney	960282	0	N		
10	303	0	0	6445	0	12.99	battery	960368	0	N		
10	303	0	0	6490	0	9.99	cleaner	960682	0	N		
Vendor Totals						271.82						
Traxler Construction, Inc. - 10872												
10	302	0	0	6497	0	3,340.80	washed sand	G34184	0	N		
Vendor Totals						3,340.80						
Truck Center Companies East LLC - 21782												
10	303	0	0	6445	0	26.52	parts/misc	RA307048422.01	0	Y		
10	303	0	0	6445	0	1,926.00	labor	RA307048422.01	0	Y		
Vendor Totals						1,952.52						
Trustworthy Hardware of Le Sueur - 10363												
10	303	0	0	6490	0	2.99	batteries	220209	0	N		
Vendor Totals						2.99						

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPi Extraction List

Batches in this extraction:

2026-02-0003

Elem.1 Elem.2 Elem.3 Elem.4 Elem.5 Elem.6

Twin Lakes Auto Supply			- 19432			Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
10	303	0	0	0	6490	0	42.99	driver set	502422	0	N	
10	303	0	0	0	6445	0	13.59	cabin air	502423	0	N	
10	303	0	0	0	6490	0	104.99	tool set	502424	0	N	
10	303	0	0	0	6490	0	208.14	supplies	502691	0	N	
Vendor Totals			Row Count: 4			369.71						
Valley Asphalt Products Inc			- 11195									
10	302	0	0	0	6445	0	2,318.75	cold mix	8960	0	N	
Vendor Totals			Row Count: 1			2,318.75						
Waterville Hardware Hank			- 10584									
10	303	0	0	0	6490	0	92.42	supplies	867374	0	N	
10	303	0	0	0	6490	0	7.99	gasket	87057	0	N	
Vendor Totals			Row Count: 2			100.41						
Wondra Automotive Inc.			- 17765									
10	303	0	0	0	6445	0	42.62	acct 2241 - filter	845199	0	N	
10	303	0	0	0	6490	0	25.44	acct 2241 - pump	845803	0	N	
10	303	0	0	0	6490	0	82.92	acct 2241 - fluid filter	845928	0	N	
10	303	0	0	0	6445	0	43.47	acct 2241	846181	0	N	
10	303	0	0	0	6445	0	71.98	acct 2241 - fitting	846273	0	N	
10	303	0	0	0	6445	0	367.76	acct 2241 - filters	846397	0	N	
Vendor Totals			Row Count: 6			634.19						
Ziegler Inc			- 10352									
10	303	0	0	0	6445	0	766.21	resistor/fan	IN002287171	0	N	
Vendor Totals			Row Count: 1			766.21						
Report Totals			Row Count: 71			45,810.07						

Signature: _____ Date: _____

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPi Extraction List

Batches in this extraction:

2025-13-0020

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6	Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
Menards						- 10327						
10	302	0	0	6445	0	119.77	acct 30500284 mailboxes	Alp	12957	0		N
Vendor Totals						119.77						
Row Count: 1												
Twin Lakes Auto Supply						- 19432						
10	303	0	0	6445	0	19.98	wiper blade	Alp	501048	0		N
Vendor Totals						19.98						
Row Count: 1												
Report Totals						139.75						
Row Count: 2												

Signature: _____ Date: _____

Human Services
Commissioner's Warrants
2/17/2026

SSIS

4 Point 0 Non-Emergency Med Transport	798.00
All Saints Academy	1,440.00
Alternative Resolutions	2,021.20
Amazon	766.73
Brown Co Evaluation Center	1,494.65
CADA	450.00
Collins, Sammy	9.90
Elan Financial Services	245.01
Ethical Solutions	1,186.39
Exchange Club Center for Family Unity	3,525.65
Kato Ind Shuttle Service	1,350.00
Lutheran Soc Serv Guardianship Options	5,285.50
Midwest Monitoring & Surveillance	372.00
Nexus New Trails Group Home	22,352.24
Palma, Sandra	588.00
Persist Therapy	210.00
Radermacher's	209.32
REM Heartland	337.50
Schmid-Egleston, Michelle	2,200.00
Southern MN Guardianship Services	1,238.31
Tesch Service Center	1,195.49
Village Ranch	27,444.30
VINE	48.00
Welckle, Bruce	590.00

Total: 75,358.19

Direct Client Payments 13,338.27

Grand Total: 88,696.46

Human Services
Commissioner's Warrants
2/17/2026

IFS

4 Point 0 Non Emergency Medical Trans	550.76	
Advanced Billings Services	1,223.08	
Amazon	3,489.90	
Apollo Heating Air & Plumbing	59.00	Clubhouse dishwasher
Brockway, Abby	500.00	Collaborative stipends
Cesafsky, DeNell	117.98	
Children's Trust Fund Alliance	2,500.00	
Christian, Moran & Whipps	6,287.20	
Elan Financial Services	938.39	
Estevez, Brenda Lee	500.00	Collaborative stipends
Fredrickson, Danielle	500.00	Collaborative stipends
Fuentes, Selena	500.00	Collaborative stipends
Glynn, Tyler	500.00	Collaborative stipends
Haefner Properties	750.00	
Hanily-Schowalter, Heather	500.00	Collaborative stipends
Huiras, Caitlin	2,128.40	Collaborative stipends
Le Sueur Co Recorder	13.00	
Le Sueur Community Education	350.00	
LexisNexis	116.00	
Loffler	523.91	
Luna, Christa	1,229.00	Collaborative shirts
Martin Co Sheriff	65.00	
MFWCAA	50.00	
Mn Dept of Human Services - MAPS	25,547.22	
MVEC	109.04	
Office Depot	1,505.06	
Quill	453.11	
Radermachers	5.58	
RVS Shredding	155.50	
SHI International Corp	379.23	
South Central Service Cooperative	279.63	
Stoffel, Colleen	73.47	
TCU Community Ed	15.00	
Warden, Nathan	250.60	Collaborative stipends
WEX Health Inc	165.88	

Total: 52,330.94

Cost Effective Insurance/Medical Assistance	
Miles/Direct Client Payments	9,011.02

Grand Total: 61,341.96

January 2026 Transfers

- #2132 Transfer 5,854.65 from Road & Bridge to Ditch
 (2025 Liens: BE-LS Jt 2 – 654.83;
 LS-BE Jt 1 – 1656.02; BE-LS Jt 15 3543.80)
- #2133 Transfer 680.63 from Human Services to Revenue
 (Phone/internet – War #84998)
- #2134 Transfer 301.29 from Human Services to Revenue
 (Qtr 4 WEX Fuel Charges)
- #2135 Transfer 31.52 from Environmental Services to Revenue
 (Qtr4 WEX Fuel Charges)
- #2136 Transfer 30,000.00 from Co Special Agency to Revenue
 (2026 Wages for Conceal & Carry)
- #2137 Transfer 50,000.00 from Drug Task Force to Revenue
 (2026 Wages for DTF)
- #2138 Transfer 4,000.00 from Revenue to Co Spec Agency
 (2026 Share of K9 expenses)
- #2139 Transfer 5,930.00 from Co Special Agency to Revenue
 (January RecordEASE)



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8221 • Fax: 507-357-8610

Theresa Kubes – Human Resources Director

HUMAN RESOURCES CONSENT AGENDA ITEMS February 17, 2026

Recommendation to grant regular status to Dillon Lambert, full-time 911 Telecommunicator, Sheriff's Office, effective February 13, 2026.



HUMAN SERVICES BOARD

February 17, 2026

- 1. Human Services Updates** (10 minutes)
- 2. Items for Approval** (5 minutes)
 - a. Le Sueur County EA-EGA Policy

Le Sueur County Drainage Manual and Guidelines

January 2024

Revisions: January 2025, February 2026



This manual has been developed in collaboration with:



Architecture
Engineering
Environmental
Planning
ISGinc.com

Inventory & Map	5
Introduction	11
Relationship with Le Sueur County SWCD.....	12
Purpose Statement	12
Definitions	12
Environmental, Land Use, and Multipurpose Water Management.....	12
Drainage System Repairs	13
Definition	13
Procedure to Initiate Repairs	13
Replacement of Drain Tile	14
Open Ditch Repairs	15
Permits.....	15
Payment of Damages During a Repair	18
Emergency Repairs	18
Classification of High Maintenance Ditch Systems in the County	18
Drainage System Improvements.....	19
Definition	19
Petition Requirements	19
Subsequent Proceedings.....	19
Laterals, New Systems, and Impoundments.....	19
Inspections and Inspectors	20
Inspector Responsibilities	21
Violation Procedure.....	21
System Funding.....	21
Common Costs Incurred by Drainage Systems	21
How are Costs Assessed.....	22
Redetermination of Benefits	22
What is a Redetermination of Benefits and Why Does Drainage Authority Conduct Them?	22
Process of Redetermination of Benefits.....	23
Assigning Different Values.....	23
Removing Property from Drainage System	24
Petition to Remove Benefits but Not Land	25
Parcel Splits on Ditches.....	25
Building Structures Over Tile Lines	26
Buffer Acquisition.....	26
Contracts and Bidding	26

Bidding and Quotes.....	26
Solicitation of Quotes.....	27
Soliciting of Contracts – Constructing Drainage Project	27
Awarding of Contract – Constructing Drainage Project	27
Private Crossings and Culverts	28
Erosion Control.....	30
Vegetation Management	30
Seeding and Erosion Control Measures	30
Trees and Tree Removal.....	32
Drop Inlet Pipe Structure and Alternative Side Inlets (ASIs).....	33
Buffers	33
Inspection	33
Compliance Violations	34
Spraying and Mowing.....	34
Municipalities	34
Drainage System Abandonment	34
Partial Abandonment of Drainage System	34
Abandoning Drainage System	35
Miscellaneous Drainage Issues	35
Burning Restriction in Easement Area.....	35
Beaver Control.....	35
Fencing	35
Landowner Rights	35
Feedlot Runoff.....	35
Septic Systems.....	36
Deer Stands and Structures.....	36
Water Retention	36
Rock and Debris.....	36
Livestock.....	36
Damages.....	36
Shallow Lake Drawdowns.....	37
Grants	37
Appendix A – Project Bid Form.....	38
Appendix B – Repair Request Form.....	39
Appendix C – Le Sueur County and Le Sueur County SWCD Memorandum of Agreement	40
Appendix D – Le Sueur County Field Crossing Removal Agreement	43

Appendix E – Le Sueur County Declaration and Covenant 48

Appendix F – Le Sueur County Declaration and Covenant..... 50

Appendix G – Process for Addressing Non-Compliant Buffers..... 51

Resources..... 53

Inventory & Map

Ditch No.	Established Date	Improved Date	Redetermination Date	Benefit Acres	Benefit Dollars
CD #2	3/20/1889		4/30/1986	1807	\$19,925.00
CD #4	2/22/1890		2/10/1983	1360	\$10,816.00
CD #6	12/11/1891		7/6/2021	2275.5	\$3,516,583.84
CD #9	2/5/1898	7/1/1949	12/18/2025	1781.88	\$2,788,704.36
CD #15	7/9/1900		1/20/2026	1263.79	\$1,167,498.78
CD #16	5/2/1901		10/27/2015	345.5	\$276,843.58
CD #17	9/19/1901			219.5	\$2,381.00
CD #19	6/22/1903	2/9/1916, 1/12/1949	12/12/2017	1975	\$1,569,597.49
CD #21			7/6/2021	2174.48	\$3,436,253.84
CD #22	10/6/1903	5/25/1926, 3/14/1944	7/21/2020	659.92	\$1,000,317.77
CD #23	5/7/1904		8/17/2021	7010.45	\$12,873,204.53
CD #26	7/26/1904		10/6/2020	325.58	\$413,114.14
CD #28	4/27/1906		12/12/2017	1423	\$692,200.25
CD #29	4/26/1907	4/22/1964	6/27/2024	2686.58	\$3,245,295.45
CD #31	4/27/1907		8/1/1980	2193.82	\$11,268.00
CD #32	9/28/1908		7/6/2021	401.39	\$540,109.44
CD #34	6/17/1909	11/18/1941, 2/28/1956		1930.76	\$23,100.00
CD #35	5/17/1909	8/24/1954	7/21/2020	1287.08	\$1,217,798.24
CD #36	6/27/1911		12/18/2025	6063.88	\$8,327,885.44
CD #37	6/28/1911	11/25/1938, 6/24/1975	10/6/2020	5183.83	\$9,568,119.21
CD #40	1/15/1915		2/25/2025	3057.62	\$2,946,667.55
CD #41	1/14/1915	2/4/2021	2/23/2021	348.85	\$444,148.25
CD #42	2/9/1916	1/12/1949	12/12/2017	475.5	\$688,509.47
CD #43	04/1916		10/6/2020	2346.57	\$4,242,106.42
CD #44	2/10/1916	4/19/1963	10/6/2020	2167.92	\$4,271,783.73
CD #45	6/25/1917		1/21/2025	5,262.23	\$7,136,000.29
CD #45 Spur 7 and CD#45 Lateral 1, Spur 7 consolidated into CD #45 – 1/21/2025					
CD #46	1/15/1918		6/17/1986, 6/27/2024	1120.47	\$974,546.21
CD #47	5/20/1918			137.57	\$6,130.90
CD #48	1/15/1918	4/11/1951	7/21/2020	1595.44	\$2,425,525.00
CD #49	5/14/1920		7/21/2020	1783.75	\$1,959,840.30
CD #50	10/19/1948		7/6/2021	2332.26	\$4,586,909.38
CD #51	2/5/1948		12/18/2025	4,848.06	\$7,402,356.11
CD #51 Lateral 1 Spur 2 consolidated into CD #51 – 12/18/2025					

Ditch No.	Established Date	Improved Date	Redetermination Date	Benefit Acres	Benefit Dollars
CD #52	08/1950		12/12/2017	543.5	\$769,091.90
CD #53	6/26/1951			4474.77	\$34,859.00
CD #56	6/26/1953	6/14/1983		1450	\$48,754.00
CD #57	5/19/1953			376	\$11,630.00
CD #58	1/18/1955		7/6/2021	3596.79	\$6,419,320.06
CD #59	5/15/1956		12/18/2025	5008.11	\$9,805,400.94
CD #60	4/25/1957		10/6/2020	3312.68	\$6,568,241.08
CD #61	11/21/1958	2/4/2021	2/23/2021	824.58	\$1,312,375.85
CD #62	5/19/1959		8/2/2022	2822.53	\$3,750,057.54
CD #64	6/30/1959			2900.2	\$67,934.32
CD #65	5/22/1960		10/6/2020	3485.99	\$6,517,110.33
CD #67	6/4/1963		7/6/2021	1725.96	\$3,063,849.92
CD #68	1/3/1963		12/18/2025	1163.40	\$1,697,222.48
CD #69	2/27/1964		9/11/1992, 12/12/2017	807.50	\$1,083,424.62
CD #70	10/18/1966		6/27/2024	1439.59	\$2,079,792.51
LS-BE JD #1	5/28/1907	4/2/1942	1/11/2022	2322.32	\$2,370,904.73
LS-BE JD #2	9/30/1975		1/11/2022	388.64	\$681,806.28
LS-BE JD #15	5/12/1907	5/2/2023	2/12/2019	866.50	\$1,363,371.79
LS-R JD #5	5/5/1965		1/10/2019	957	\$441,014.35
LS-R JD #18	9/18/1901		11/29/2018	1485.5	\$655,531.40
LS-R JD #38	6/7/1912		7/26/1983, 3/23/2017	6544.50	\$1,384,262.11
LS-R JD #54	10/18/1967		7/21/2020	15361.16	\$20,548,925.14
LS-R JD #63	9/22/1959		11/29/2018	2578	\$1,087,479.00
LS-S JD #1	03/1950		2/24/2022	5026.03	\$7,504,916.12
LS-S JD#1 Lateral 2 consolidated into LS-S JD #1 – 2/24/2022					
LS-S JD #3				8/24/2022	\$8,690,080.35
LS-S JD #4	5/1958		2/24/2022	8175.61	\$7,457,597.68
LS-W-BE JD #11			8/29/23	49348.57	\$15,641,341

Definitions:

CD – County Ditch

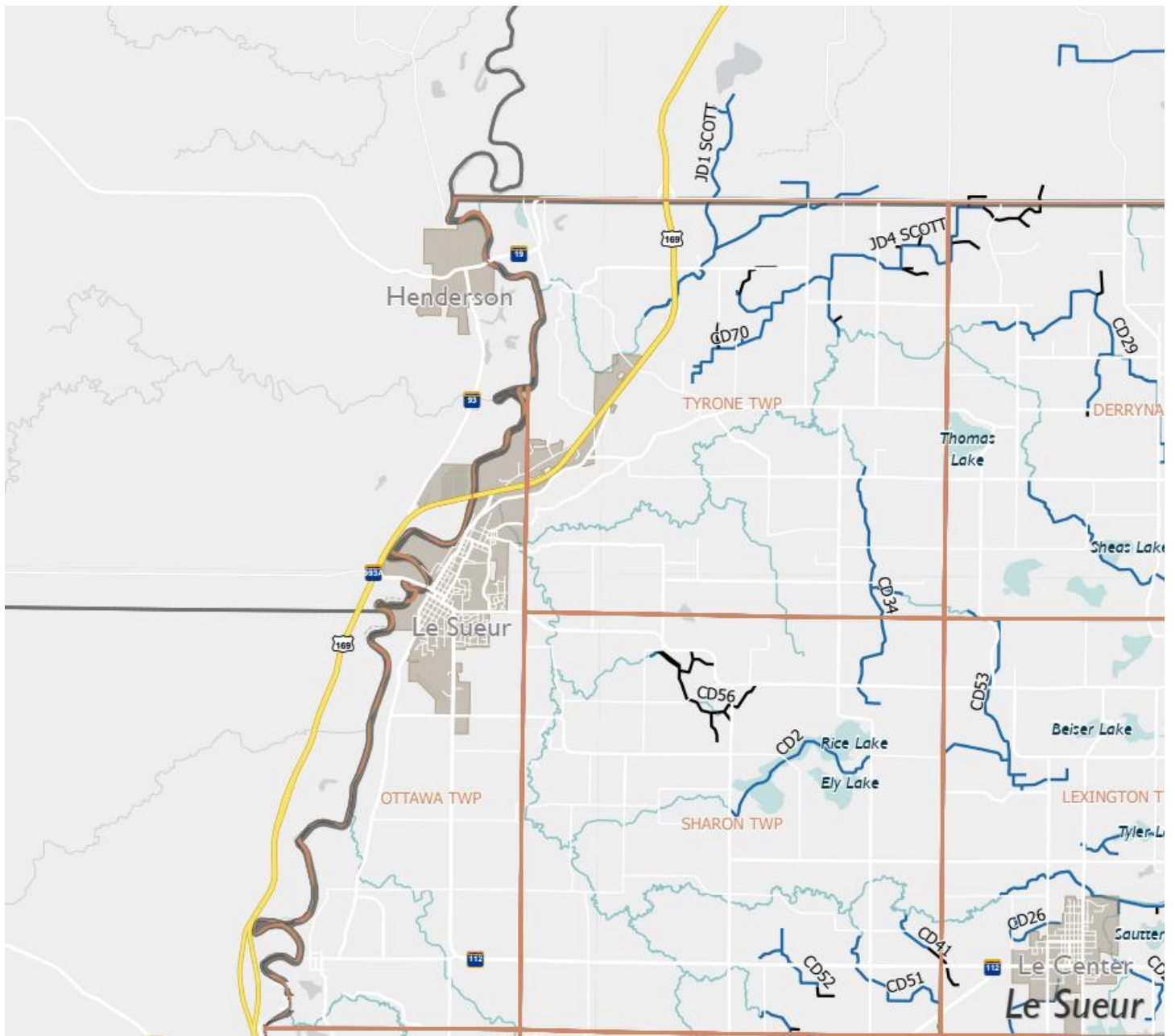
JD – Joint Ditch

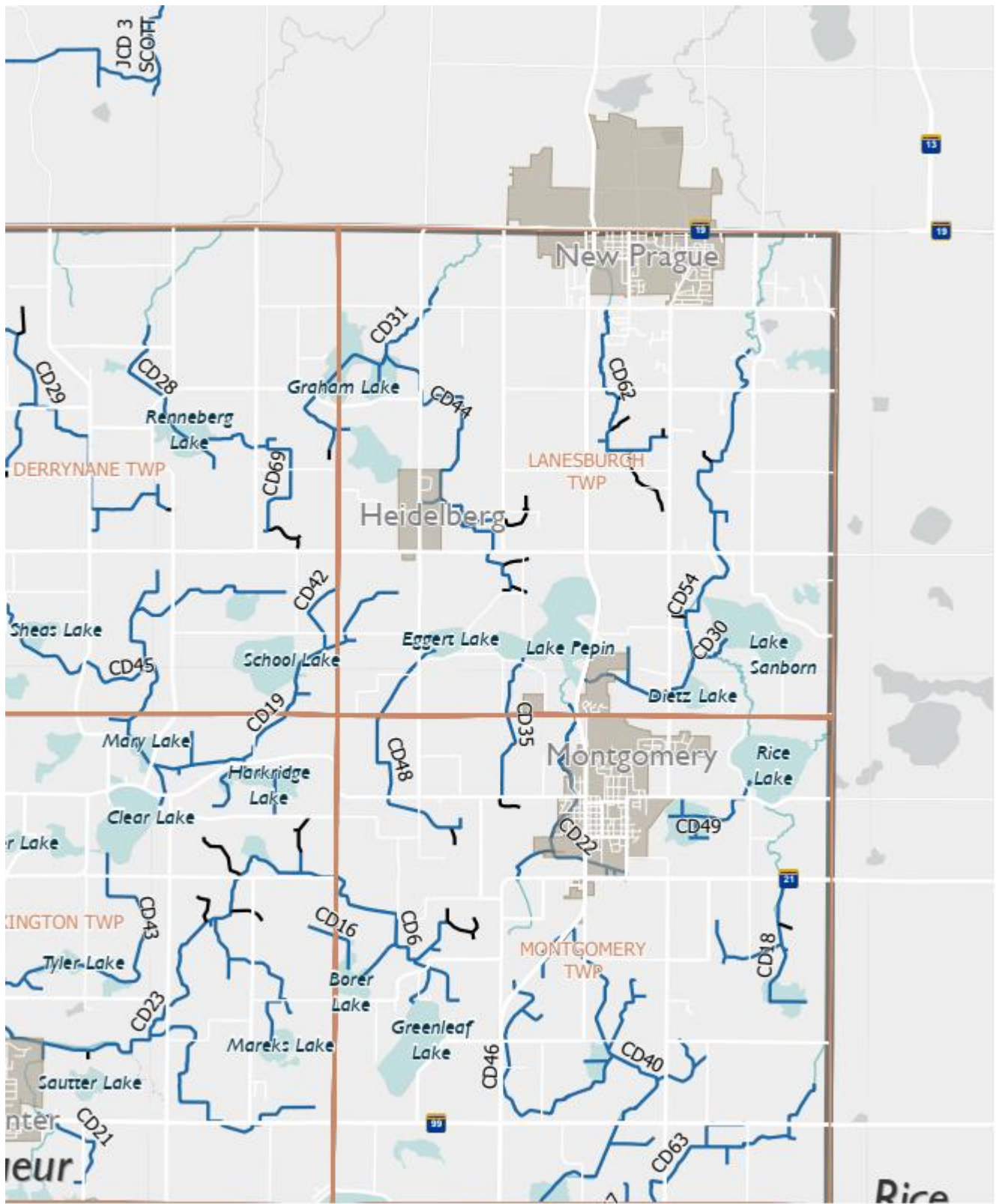
LS-BE – Le Sueur & Blue Earth Counties

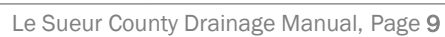
LS-R – Le Sueur & Rice Counties

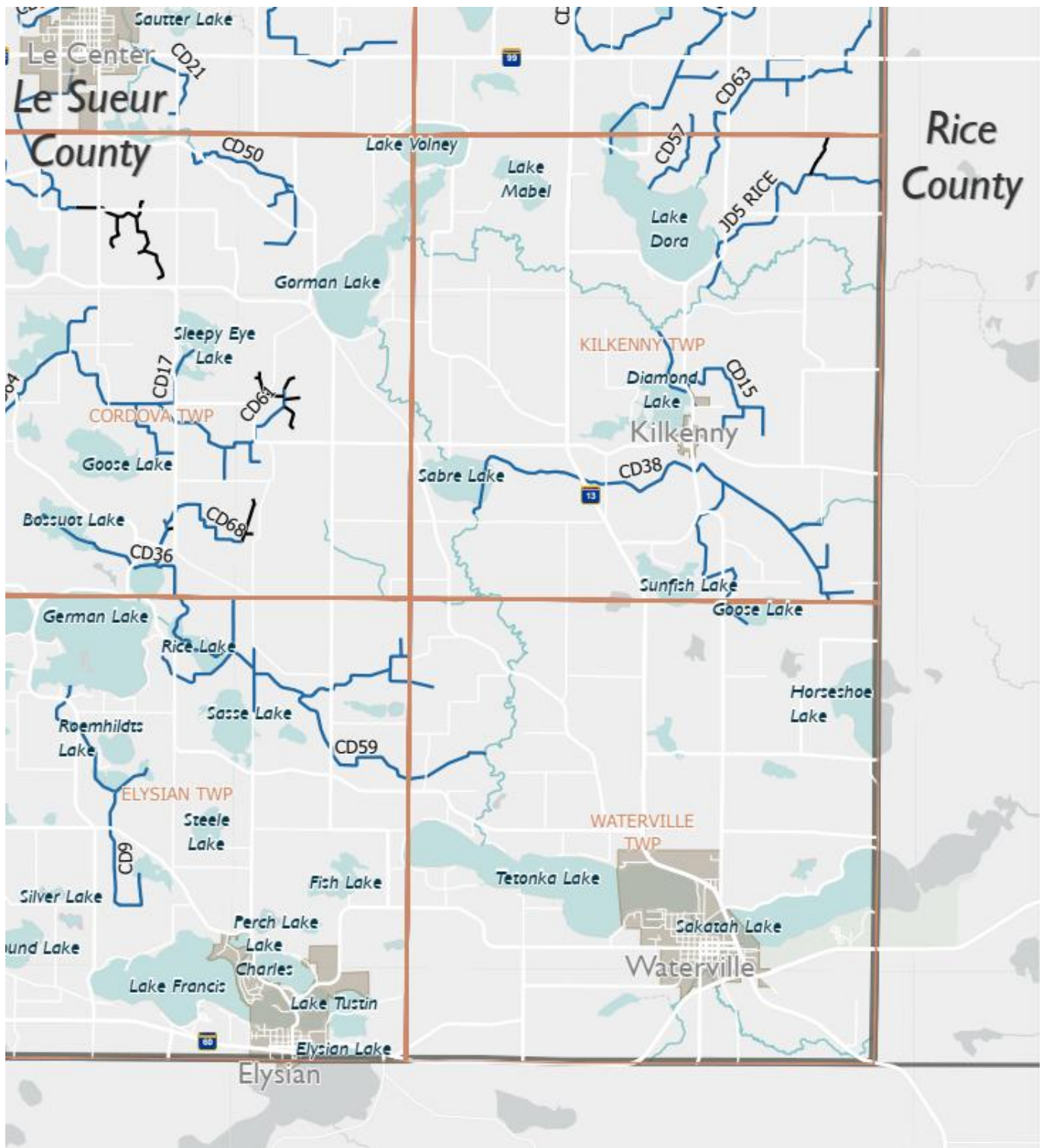
LS-S – Le Sueur & Scott Counties

LS-W-BE – Le Sueur, Waseca & Blue Earth Counties









Introduction

Drainage systems were originally created to make agricultural land more productive, to build and protect roadway embankments, to protect public health from stagnant waters and insect-carried disease, and to promote commerce. In 1887, the State of Minnesota made significant changes to its public drainage laws. With these changes, along with several historical elements including, changing weather cycles, increases in population, international conflict, and increases in agricultural commodity prices, the potential benefits of better drainage and public drainage projects were identified. A petition, or request, procedure was established by the State of Minnesota for establishing, maintaining, or improving a drainage system. From 1888 to 1918, 49 separate county ditch systems were established in Le Sueur County. Due to a drop in price for agricultural commodities, drier weather, and decreased land values, no new county ditch systems were established from 1918 to 1948. With the end of World War II, the start of Cold War, and an increase in demand of food, new drainage projects became popular again. From 1948 to 1966, an additional 21 systems were created in the county. In addition, there were many improvement projects that deepened and widened older existing systems.

In addition to the county ditch system, drainage projects that crossed county lines are called joint ditches. There were originally seven joint ditch systems in Le Sueur County. With recent redeterminations of benefits, a few county ditch systems were changed to joint ditches when benefitted lands were found in an adjoining county.

The newest establishment of a public drainage system was in 1972. Since then, a handful of improvement projects have been approved but most of the drainage work has been limited to maintenance and repairs. The County currently administers 50 county ditch systems and is a part of 12 joint ditch systems. These systems contain 236-miles of open ditch and 27-miles of public drainage tile.



Figure 1: Blue Earth - Le Sueur County Judicial Ditch 15, September 18, 2020

Relationship with Le Sueur County SWCD

For additional information on the Drainage Authority's relationship with the Le Sueur County Soil & Water Conservation District, see "Inspections and Inspectors" or the Memorandum of Agreement, found in Appendix C.

Purpose Statement

The purpose of this manual is to serve as a tool for landowners, staff, and stakeholders to use in planning projects.

Definitions

Definitions found in Minnesota Statute [103E.005](#) are used in this document. Definitions not found in 103E.005 are found below.

Normal agricultural practices: Activities normally undertaken for the purposes of raising an agricultural crop and include traditional methods tilling, planting, cultivating, and harvesting.

Drainage Authority Representative: A person appointed by the County Board to act on behalf of the Drainage Authority where the repairs are contemplated and may include drainage inspectors, engineers and their assistants or other individuals appointed to perform duties as required by Minnesota drainage law.

Drainage Inspector: The person appointed by the Drainage Authority, pursuant to Minnesota Statute 103E.065, to inspect and administer the drainage systems of the Drainage Authority.

Environmental, Land Use, and Multipurpose Water Management

As stated in Minnesota Statute 103E.015 Subd. 1, before establishing a drainage project, the Drainage Authority must consider each of the following criteria:

1. Private and public benefits and costs of the proposed drainage project.
2. Alternative measures, including measures identified in applicable state-approved and locally adopted water management plans, to:
 - a. Conserve, allocate, and use drainage waters for agriculture, stream flow augmentation, or other beneficial uses.
 - b. Reduce downstream peak flows and flooding.
 - c. Provide adequate drainage system capacity.
 - d. Reduce erosion and sedimentation.
 - e. Protect or improve water quality.
3. The present and anticipated land use within the drainage project or system, including compatibility of the project with local land use plans.
4. Current and potential flooding characteristics of property in the drainage project or system and downstream for 5-, 10-, 25-, and 50-year flood events, including adequacy of the outlet for the drainage project.
5. The effects of the proposed drainage project on wetlands.
6. The effects of the proposed drainage project on water quality.
7. The effects of the proposed drainage project on fish and wildlife resources.
8. The effects of the proposed drainage project on shallow groundwater availability, distribution, and use.
9. The overall environmental impact of all the above criteria.

When planning a drainage project or repair and before making an order on the preliminary engineer's report, the Drainage Authority will investigate the potential use of external sources of funding, including but not limited to coordinating with applicable soil and water conservation districts as well as county and watershed district water planning authorities. Minn. Stat. § 103E.015, subd. 1(a).

When considering work affecting a public drainage system, the Drainage Authority must consider conservation of soil, water, wetlands, forests, wild animals, and related natural resources, and to other public interests affected, together with other material matters as provided by law in determining whether the project will be of public utility, benefit, or welfare. Minn. Stat. § 103E.015, subd. 2.

Drainage System Repairs

Definition

The Drainage Authority holds the responsibility of decisions relating to repairs to the public drainage system. The term "repair," as used in Minn. Stat. § 103E.701, subd. 1, means to restore all or a part of a drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved, including re-sloping of ditches and leveling of spoil banks if necessary to prevent further deterioration, realignment to original construction if necessary to restore the effectiveness of the drainage system, and routine operations that may be required to remove obstructions and maintain the efficiency of the drainage system. "Repair" also includes:

- (1) incidental straightening of a tile system resulting from the tile-laying technology used to replace tiles; and
- (2) replacement of tiles with the next larger size that is readily available, if the original size is not readily available.

Procedure to Initiate Repairs

To initiate a repair, either the Drainage Authority may order a repair after receiving an inspection report or an individual may file a petition with the Drainage Authority. Minn. Stat. § 103E.705, subd. 1; Minn. Stat. § 103E.715, subd. 1. Additionally, individuals may inform the Drainage Authority of potential repair sites.

If the repair procedure is initiated via petition, the Drainage Authority shall appoint an engineer to examine the system and create a report. Minn. Stat. § 103E.715, subd. 2. Public hearings will be held by the Drainage Authority when an engineer writes their report, and property owners and political subdivisions likely affected will be mailed notices at least 10 days before the hearing. Minn. Stat. § 103E.715, subd. 3. If a repair is filed via petition, the Drainage Authority shall make findings and order the repair to be made if:

- a. the drainage authority determines from the repair report and the evidence presented that the repairs recommended are necessary for the best interests of the affected property owners; or
- b. the repair petition is signed by the owners of at least 26 percent of the property area affected by and assessed for the original construction of the drainage system, and the drainage authority determines that the drainage system is in need of repair so that it no longer serves its original purpose and the cost of the repair will not exceed the total benefits determined in the original drainage system proceeding.

Minn. Stat. § 103E.715, subd. 4. Bids are required to be initiated if the repair system cost exceeds \$175,000.00. Minn. Stat. § 103E.705, subd. 5. The only exception to this limit would be for repairs and construction after a disaster. Minn. Stat. § 103E.705, subd. 7.

A sample repair request form can be found in Appendix B.

Replacement of Drain Tile

When replacing old or non-functioning tile lines, any new tile installed must be of the same or nearest size possible, but not smaller than the original tile. New tile must be installed to the same depth and as close as possible to the location of the original lines. Exceptions are:

- Minnesota Statute 103E.701 Subd. 6 allows: a tile or open ditch to be realigned as a repair if the realignment is for the “preservation, restoration, or enhancement of wetlands.”
- Minnesota Statute 103E.701 Subd. 1 allows: (1) incidental straightening of a tile system resulting from the tile-laying technology used to replace tiles; and (2) replacement of tiles with the next larger size that is readily available if the original size is not readily available.

Subsidence of peat ground or erosion may expose drain tile lines or reduce the cover to the point where drain tile lines are being damaged by normal agricultural activities. Replacing drain tile deeper than originally installed is considered an improvement and will rarely be allowed, except under specific conditions. If more cover is necessary to protect the drain tile, realignment of the drain tile short distances into side hills is preferred where practicable. All of the following conditions must be met before the Le Sueur County Drainage Authority will allow a drain tile line to be realigned or replaced at a lower depth than originally constructed:

1. A written report from the Drainage Inspector or engineer must state that the drain tile line must be replaced to maintain the efficiency of the drainage system.
2. Subsidence or erosion must have occurred during normal agricultural practices.
3. Replacing the drain tile at its original location and depth will result in a situation where damage by normal agricultural practices is likely to occur.
4. The realignment or replacement of the drain tile at a lower depth will not result in additional lands being drained.
5. The realignment or replacement of the drain tile at a lower depth will not increase the efficiency of a private drain tile beyond the drain tile's original construction.
6. The Drainage Authority must consider the total cost of the repair and whether the repair is in the best interest of the drainage system.



Figure 2: Le Sueur County Ditch 61, November 5, 2021

Open Ditch Repairs

Cleaning is recommended every eight to 10 years, or as needed and recommended by the Drainage Inspector. Assuming the system has accumulated sediment along the channel bottom above legal grade, a majority of the open ditch will need to be cleaned. Accumulated sediment leads to vegetation growth and bank erosion within the channel. The repair will include cleaning the open ditch to legal grade and legal cross section width.



Figure 3: Blue Earth - Le Sueur County Judicial Ditch 15, September 18, 2020



Figure 4: Le Sueur County Ditch 23, March 26, 2021

Permits

Local, state, and federal environmental regulations that are not specifically listed in Minnesota Statute 103E may also apply to public drainage projects and repairs. The project's design, timeline, budget, and overall project success may be impacted by regulatory requirements.

The following table summarizes local, state, and federal rules that potentially apply to drainage projects and repairs. The table is meant to be a general guideline. There may be more specific requirements or nuances to each permit as it pertains to that project. Applicable permit needs should be reviewed in detail for each project.

Agency	Topic	Applicable Statutes and Rules	Applicability
Local Government			
County	County highway right of ways		Activities within county highway right-of-way require county permits. Activities may include but are not limited to utility installation, culverts, or borings.
State			
BWSR	Minnesota Wetland Conservation Act	MN Rule 8420 and Statute 103G	The Minnesota Wetland Conservation Act (WCA) regulates activities that drain, fill, or excavate within wetland areas. Applications for WCA impacts are reviewed by the designated Local Government Unit in coordination with state and federal agencies. Activities that result in wetland impacts may require replacement or mitigation.
DNR	Public Waters Program	MN Rule 6115 and Statute 103G	Activities affecting the course, current, or cross-section of a Public Water may require a public waters work permit. Exemptions may be applicable to drainage projects if the activities are located in an altered natural watercourse or do not substantially affect public waters.
	Calcareous Fen Program	MN Statute 103G.223	Calcareous fens have special protections under WCA. According to WCA, calcareous fens may not be filled, drained, or otherwise degraded wholly or partially by any activity, unless the commissioner of natural resources, under an approved management plan, decides some alteration is necessary.
	Threatened and Endangered species program	MN Rule 6134 and MN Statute 84.0895 Sub 2	The endangered species program regulates activities that may affect plants and animal species that are classified as Threaten or Endangered by the DNR commissioner. Refer to MN Statutes 84.0895 Sub 2, for a list of activities and land classifications where this rule does not apply to state-listed plant species.

Agency	Topic	Applicable Statutes and Rules	Applicability
	Water appropriation/ dewatering permit	MN Statue 103G.265	A water use permit is required for all users withdrawing 10,000 gallons of water per day or 1 million gallons of water per year is required.
Environmental Quality Board	Environmental Review	MN Rule 4410	Public drainage system project may trigger mandatory EAW through impoundments; changes to course, current or cross section of public water or wetland; or diversion, realignment, or channelization of trout streams or natural watercourse. This Environmental Review could be mandatory, discretionary, or by petition. Minnesota administrative Rule 4410 describes specific threshold triggers when an EAW or an EIS needs to be prepared in order to assess the environmental effects of a proposed project.
MnDOT	State highway right of ways	MN Statute 160 and 161	Activities within state highway right-of-way require MnDOT permits. Activities may include but are not limited to excavation, embankments, utility installation, borings, or tree removals.
MPCA	Stormwater permits	MN Rule 7090	Construction stormwater permits are generally required for activities that disturb one acre or more of soil.
Federal			
USACE/EPA	Clean Water Act Section 404		Applies to activities that result in the discharge of dredged or fill material in Waters of the United States, including wetland areas.
MnPCA	Clean Water Act Section 401		In Minnesota, the MPCA administers section 401 of the Clean Water Act, which includes water quality certification. This applies to projects that require federal authorization and have a point source discharge that would affect "Waters of the U.S."

Agency	Topic	Applicable Statutes and Rules	Applicability
USDA/NRCS	Food Security Act (Swampbuster)		This program discourages altering wetlands by withholding Federal farm program benefits from any person who: plants an agricultural commodity on a converted wetland that was converted by drainage, dredging, leveling, or any other means after December 23, 1985. Or, converts a wetland for the purpose of or to make agricultural commodity production possible (after November 28, 1990).
USFWS	Section 10 of Endangered Species Act		Section 10 permits are required for activities that "take" Federally listed Threatened and Endangered species.
	Bald and Golden Eagle Protection Act		The BGEPA prohibits anyone from "taking" bald or golden eagles, including their parts, without a permit.
	Migratory Bird Treaty Act		The MBTA prohibits the "take" of protected migratory bird species without authorization from USFWS.
MnSHPO	National Historic Preservation Act		Minnesota's State Historic Preservation Office administers and coordinates state and federal preservation programs that include historic and archaeological resources.

Payment of Damages During a Repair

When land is enrolled in a government-sponsored program that requires maintenance of vegetative cover, damages to buffer strips/other non-crop land are eligible to be paid. However, if the contractor is replanting cover during the repair, damages will not be paid. Additionally, crops that are found to have been planted in violation of a previous buffer strip easement will not be paid if damaged.

Emergency Repairs

When there is disaster-related event where Le Sueur County is designated as a Federal Emergency the Drainage Staff may apply for Federal Emergency Management Agency (FEMA) assistance funds.

Classification of High Maintenance Ditch Systems in the County

Certain ditch systems in the County require more repair and maintenance work than others. Based on past performance, we would categorize the following ditch systems as high maintenance systems. If you own land in a high maintenance system, you can expect more frequent repair and maintenance assessments.

The following systems have historically required more frequent repairs and maintenance:

County Ditches: 6, 23, 29, 37, 40, 41, 43, 45, 46, 51, 56, 58, 59, 60, 61

Joint Ditches: 1 (Scott), 4 (Scott), 38 (Rice), 54 (Rice), 63 (Rice)

Drainage System Improvements

Definition

Minnesota Statute 103E.215 Subd. 2 defines a drainage system improvement as “tiling, enlarging, extending, straightening, or deepening of an established and constructed drainage system including construction of ditches to reline or replace tile and construction of tile to replace a ditch.”

Petition Requirements

A petition must be signed by:

- (1) at least 26 percent of the owners of the property affected by the proposed improvement;
- (2) at least 26 percent of the owners of property that the proposed improvement passes over;
- (3) the owners of at least 26 percent of the property area affected by the proposed improvement; or
- (4) the owners of at least 26 percent of the property area that the proposed improvement passes over.

Minn. Stat. § 103E.215, subd. 4(a).

The petition must be filed with the Le Sueur County Auditor-Treasurer. The petition must:

1. Designate the drainage system proposed to be improved by number or another description that identifies the drainage system.
2. State that the drainage system has insufficient capacity or needs enlarging or extending to furnish sufficient capacity or a better outlet.
3. Describe the starting point, general course, and terminus of any extension.
4. Describe the improvement, including the names and addresses of owners of the 40-acre tracts or government lots and property that the improvement passes over.
5. State that the proposed improvement will be of public utility and promote the public health; and,
6. Contain an agreement, in the form of a bond, by the petitioners that they will pay all costs and expenses that may be incurred if the improvement proceedings are dismissed.

Minn. Stat. § 103E.215, subd. 4(c).

Subsequent Proceedings

When a petition and the bond required by Minn. Stat. § [103E.202](#) are filed, and deemed sufficient, the auditor will present the petition to the board, or for a joint county drainage system, to the joint county Drainage Authority. The Drainage Authority shall appoint an engineer to examine the drainage system and make an improvement report. The improvement proceedings must be conducted under this chapter for the original proceedings for the establishment of a drainage project. The benefits and damages determined must be a result of the proposed improvement. Assessments for the repair of the improvement must be based on the benefits determined for the improvement.

Laterals, New Systems, and Impoundments

When a petition for an improvement of a separable portion of a drainage system or lateral has been filed, it may be necessary to provide for a fair distribution of the separable maintenance costs and for assessment of future repairs.

Additionally, Minn. Stat. § 103E.225 can be referred to when seeking petition requirements for laterals. Petitioners should be aware of potential lateral location and reasoning for construction before creating the petition for approval. After said petition has been filed, lateral construction procedure will continue as normal for an established drainage project. Laterals will not be constructed to drain properties that are not being assessed for benefits, unless express authority has been obtained, which can be referred to within Minn. Stat. § 103E.401.

New drainage system projects are established under Minn. Stat. § 103E.212. A petition is required to be signed for a new system, which must be signed by either:

- 60% of the property owners of the area the proposed system passes; or
- A majority of the owners of the property the petition described area passes over.

A signature is counted as one separate parcel of property; however, all owners of a single parcel must be included. The signature of each entity regardless of the number of parcels of property owned counts as one signature on the petition.

Requirements for the information a petition must contain, include:

1. A description of the 40-acre tracts or government lots and property where the proposed new drainage system passes over, including names and addresses of the property owners from records in the county assessor's office.
2. A description of the starting point, the general course, and the terminus of the proposed drainage system.
3. A statement about why the proposed drainage system is necessary, how it will benefit and/or be useful to the public, and how it will promote public health.
4. A statement that petitioners will pay all costs of the proceedings if the proceedings are dismissed or the contract for the construction of the proposed drainage system is not awarded.

Minnesota Statutes, Chapter 103E authorizes the Drainage Authority to enhance wetland or water quality to make more adequate use of water resources. Impounding may be petitioned for by a person or group, including rerouting or diverting drainage system waters for beneficial use. A bond must also be filed, unless the petition has been filed by the state, a state agency or department, the commissioner of natural resources, the United States or any of its agencies, a soil and water conservation district, a watershed district, or a municipality.

An engineer will analyze potential installation effects and a report will be filed, and a public hearing will follow. The Drainage Authority shall consider the separable repair costs that will be avoided as a result of the petitioned project, as well as any other benefits of the project to the drainage system, when determining whether or how much to contribute to the petitioned project.

Inspections and Inspectors

The Drainage Authority will appoint a person as the Drainage Inspector. The inspector must not be a county commissioner. The inspector examines the drainage systems designated by the Drainage Authority. Minn. Stat. § 103E.065.

The Drainage Authority has appointed the Drainage Inspector position to the Le Sueur County Soil and Water Conservation District through a Memorandum of Agreement dated November 16, 2021. A copy of the MOA is located in Appendix C.

Inspector Responsibilities

Le Sueur County will retain a Drainage Inspector who will monitor all drainage systems within the county for necessary repairs/maintenance.

Inspection and maintenance are the responsibility of the Drainage Authority, but is often carried out by the Drainage Inspector, hired to advise the Drainage Authority regarding proper management of the public drainage systems. The following are specific requirements of Drainage Inspectors imposed by state law.

1. Must inspect the drainage systems within the county on a regular basis.
2. Must inspect open ditches at a minimum of every five years if no violations have been found. If violations have been found, the violation area must be inspected every year until one year after the violations have been corrected.
3. The inspection process includes the inspection of vegetative strips along a ditch. If a violation is found, the inspector must send the property owner a notice. Minn. Stat. § 103E.021, subd. 4.
4. If a property owner does not bring an area into compliance with Minn. Stat. § 103E.021, as provided in the compliance notice, the Drainage Inspector must notify the Drainage Authority.
5. For each drainage system that the board designates and requires the Drainage Inspector to examine, the Drainage Inspector must prepare a written drainage inspection report and submit it to the board upon completion of that inspection.

Additionally, subject to the limits in “Contracts and Bidding” the Drainage Inspector is responsible for:

- Submitting repair requests for presentation to the Drainage Authority for their approval.
- Obtaining contractors to do the repair work and approve their claims for submittal to the Drainage Authority for their approval.

All repair work documentation will become part of the drainage system permanent file. The Drainage Inspector and contractors are required to attempt contact with landowners before entering their property concerning all drainage issues. A sample repair request is available in Appendix B.

Violation Procedure

Drainage Inspectors will create violation reports with appropriate information identifying the violation. Examples of inspection information are GPS locations, photos or drawings, written descriptions, and identifying methods of repairing violations. This information can be found on the Le Sueur County Drainage Database website. Minn. Stat. § [103E.081](#) defines crimes and violations related to drainage systems. Individuals who violate these can be subjected to misdemeanor punishment or criminal prosecution. Minn. Stat. § [103E.085](#) provides guidance of seeking violation enforcement.

System Funding

Common Costs Incurred by Drainage Systems

Drainage system incur common costs including, but not limited to:

- Major Repairs: see “Drainage System Repairs”
- Drainage-Authority-set interest rates, funding provided by a general fund advance
- Time or dollars spent by the ditch, allocated but not necessarily directly linked to any single ditch
- Flood Repair: Refer to Minn. Stat. § [103E.011](#)
- Improvements: see “Drainage Improvements”
- Legal and audit fees, per diems, inspection, and other administrative costs
- Engineer Costs
- Viewers Expenses

- Board member's pay, or per diems, with regards to committee appointment for drainage system inspection, or when the board member is employed in construction/drainage proceedings
- Petitioner's bond cost

Table 1. Fee Schedule

Item	Cost
Drainage Assessments	
New Lien – Minimum Charge	\$10.00
New Levy – Minimum Charge	\$5.00
Interest on assessments	4%
Ditch Assessment Fee	\$2 per entry
Drainage Systems Annual Auditor-Treasurer Fee (Based on benefited acres)	\$30,000
Ditch Inspector Fee	Varies annually

How are Costs Assessed

Drainage system costs are determined and assessed by the Auditor-Treasurer's office as needed based off funds available and spent on each drainage system. Drainage systems undergoing larger repair projects or have a need for more routine maintenance and repairs may be assessed more frequently than other drainage systems. When assessments are placed, the Auditor-Treasurer shall assess for a fund balance reserve of \$10 per benefit acre of the drainage system to help offset the cost of future expenditures.

The Auditor-Treasurer shall bring assessment rolls forward to the Drainage Authority for approval. Landowners will receive a bill by mail and will have the ability to pre-pay, in full or partial, for the remainder of the current calendar year without interest. If prepayment in full is not received, the assessment shall be placed on the tax rolls as an assessment, with interest. The number of years that landowners will have to pay the assessment in the taxes will be dependent upon those landowners with the largest assessment. The Auditor-Treasurer will attempt to leave assessments on a specific drainage system at approximately \$2,000 per year, with a maximum of fifteen (15) years.

Le Sueur County is in the process of developing a strategy to place annual drainage assessments. The goal of annual drainage assessments would be to build up a fund balance to pay for the routine annual expenditures on each drainage system. Annual assessments may be placed at \$1-\$3 per benefit acre dependent upon the needs of each particular drainage system. Excess costs incurred on the drainage system may be assessed at higher rates. An annual assessment, or drainage levy, shall bear no interest.

Redetermination of Benefits

What is a Redetermination of Benefits and Why Does Drainage Authority Conduct Them?

In simple terms, a redetermination benefits is a formal process the drainage authority conducts to ensure a proper accounting of identifying all lands benefitting and using the drainage system and giving those lands different values for their drainage. Minn. Stat. § 103E.351. These values are used to determine the amount each parcel owes when maintenance and repair work needs to be completed on the system.

Many of Le Sueur County ditch systems have not received updated redeterminations for decades, so original benefits no longer reflect current market values. Additionally, through tile drainage, many lands are using the ditch system, but have not been officially included in the benefits rolls and have not been paying for repair and maintenance work on the system.

An additional important step in the redetermination process is the acquisition of a 16.5-foot buffer easement on each side of the ditch with restrictions that going forward, the easement must remain in permanent vegetation.

The benefitting landowners in the entire system pay the “damages” or costs of acquiring the easement, with payment made to landowners who own those buffers. While this has been in State law for decades, the Le Sueur County Drainage Authority had rarely gone through the process of obtaining these easements. The acquisition of the buffer strips is a one-time process, so once the drainage authority conducts redeterminations on all ditch systems and formally acquires these easements, the acquisition will not need to be repeated.

Statutory References

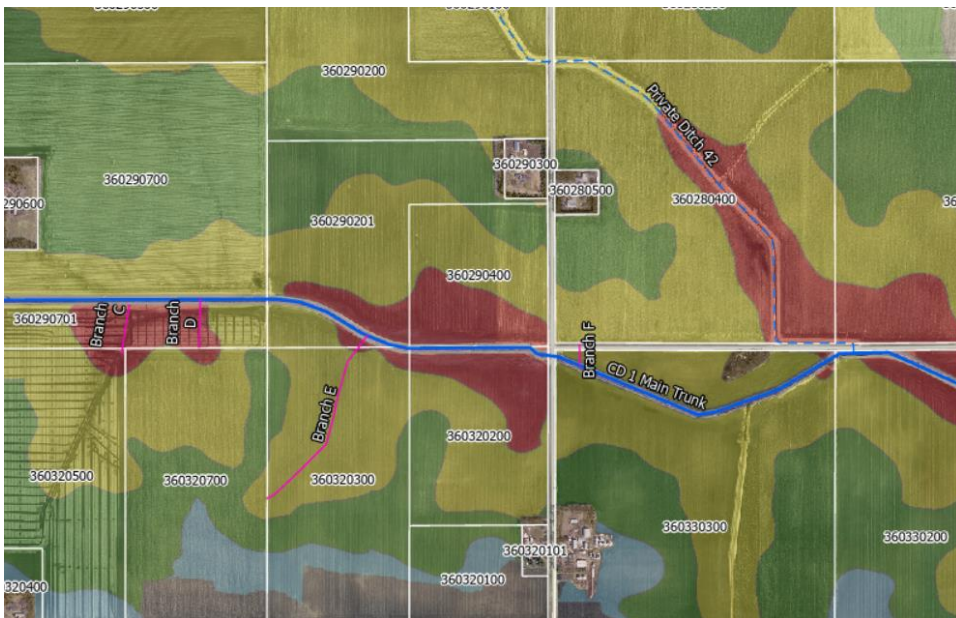
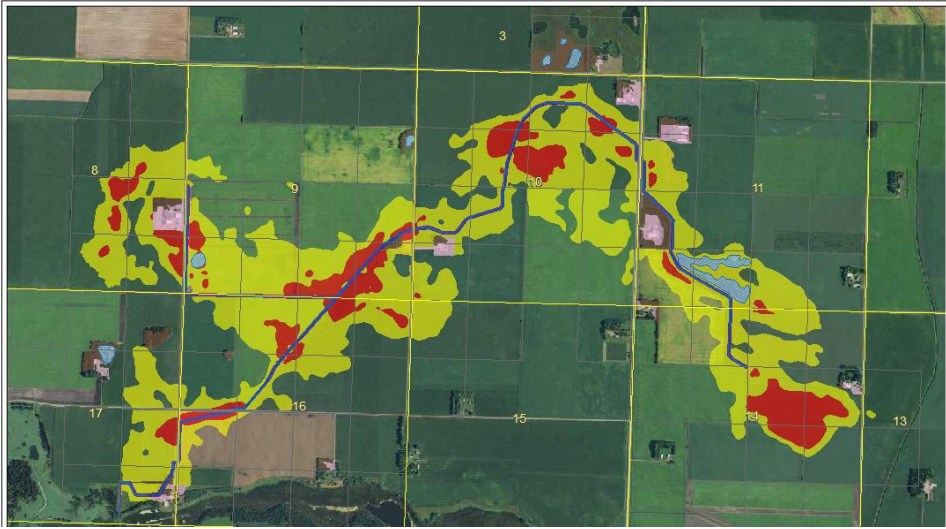
- Minn. Stat. § 103E. 705, subd. 1: The drainage authority shall inspect and maintain the efficiency of the drainage system.
- Minn. Stat. § 103E.315, subd. 5, 6: Requirements for viewers being appointed by the drainage authority to ensure all lands are properly accounted for that use the drainage system and they are given a value for their drainage.

Process of Redetermination of Benefits

1. If:
 - a. the drainage authority determines that the benefits or damages of record determined in a drainage proceeding do not reflect reasonable present-day land values or that the benefited or damaged areas have changed; or
 - b. more than 26 percent of the owners of property or owners of 26 percent of the property that is benefited or damaged by a drainage system petition to redetermine benefits and damages, the drainage authority must make a determination on the petition according to paragraph (a).the drainage authority may appoint three viewers to redetermine and report the benefits and damages and the benefited and damaged areas. Minn. Stat. § 103E.351, subd. 1.
2. The viewers will review historic drainage system records, identify lands currently utilizing the system, review maps and photos to identify proper accounting of lands, evaluate land use of the parcels, determine property values, and identify 16.5-foot buffer areas.
 - a. The factors used in the viewer’s analysis include land values based on extracted sales data, drainage values based on drainage system operations, proximity to ditch system, crop productivity indexes to evaluate soils for their production potential.
 - b. The viewers shall submit a report pursuant to the requirements in Minn. Stat. §§ 103E.311 to 103E.321.
3. After the viewers submit a report, the Drainage Authority shall send affected landowners notice of a hearing on the redetermination of benefits. At the final hearing, the Drainage Authority must determine if the benefits and damages, as redetermined by the viewers, accurately reflect the value of the benefits provided by the drainage system and the damages caused by the drainage system.

Assigning Different Values

Viewers will assign lands differing values, generally in Class 1 through 4. With class 1 benefitting the most and class 4 the least. Class 1 acres benefit the most from the drainage system and will thus pay more for any future costs related to the system.



A video is available on the Le Sueur County drainage page (<https://www.co.le-sueur.mn.us/517/Drainage>) or by visiting <https://vimeo.com/454885289> that goes into more detail on the viewing process for a Redetermination of Benefits.

Removing Property from Drainage System

Minnesota Statutes, chapter 103E outlines that established drainage systems have procedures for changing benefits. Sufficient documentation is required for changing benefits after system establishment, including a petition and a following hearing. Clerical errors will be corrected after this documentation is provided.

According to Minn. Stat. § 103E.805, after construction of a drainage system, an owner of benefited property may petition the Drainage Authority to remove property from the drainage system. The petition must be filed with the auditor of Le Sueur County. The auditor will set a time and location for a hearing on the petition and

shall notify owners of all property benefited by the drainage system of the hearing by mail. At the hearing, the Drainage Authority will order that the petitioners' property be removed from the drainage system if:

- The waters from the petitioners' property have been diverted from the drainage system.
- The property is not benefited by the drainage system.
- Removing the property from the drainage system will not prejudice the property owners and property remaining in the system.

Property that has been removed from the drainage system will not be affected by the drainage system when any later repairs or improvements are made to the system. A drainage lien or assessment for repairs or improvements may not be made against the property that has been removed on or after the date of order. The property removed shall not be released from a drainage lien or assessment filed before the removal of the property.

Petition to Remove Benefits but Not Land

The placement of land into a temporary or permanent conservation easement program is not sufficient cause to remove or reduce a landowner's ditch benefits. The Le Sueur County Drainage Authority may remove benefits from lands as part of a wetland restoration project only after a certified engineer has shown that the impoundment is a benefit to the drainage system in the form of reduced maintenance or an increase in the efficiency of all or part of the system. Each petition for removal of benefits must be filed in accordance with Minnesota Statute 103E.805 and will be handled individually based on the merits of the restoration project. Benefits may be reduced without impoundment or diversion only if a redetermination of benefits of the entire ditch system is performed.

Parcel Splits on Ditches

When a parcel containing drainage benefits is split or combined, the drainage benefits must be reallocated. Drainage benefits are assessed in 40-acre increments (quarter quarters). Benefits must always remain within the same 40. Ditch benefits to any individual 40 can vary greatly and it is in the interest of the buyer and seller to discuss the division of benefits as part of the land transaction. Le Sueur County encourages all buyers and sellers to allocate the benefits prior to or during the time of transfer.

The Le Sueur County Auditor's Office is available to assist individuals with allocating their benefits. If ten (10) business days pass after the parties have recorded their deed and they have not submitted the division of benefits form, the Le Sueur County Office will assign benefits to each parcel.

Parcels will be assessed benefits proportionally based on the percentage of land they have in any 40-acre benefited area. Whatever percentage of land is owned in a particular 40 will then be multiplied by the total assessed benefits of that 40 and assigned to that parcel. To the extent possible, the Auditor-Treasurer may look at and use maps created during the Redetermination of Benefits process and take land classifications into consideration when apportioning benefits.

For example, if one owns 12 acres out of 40, which has \$7,000 in benefits, then that individual's parcel would be assigned \$2,100 in benefits ($12 \text{ acres} / 40 \text{ acres} = 30\%$) ($\$7,000 \times .30 = \$2,100$). If individuals dispute the way the Auditor-Treasurer's Office has allocated the benefits between parcels, they are welcome to come to the office to fill out and sign a division of benefits form after the fact. On ditches that are currently undergoing redetermination, parcel splits will be submitted to the viewers to divide, up until the mailing of the maintenance cost assessment. After, that mailing goes out, splits will be processed according to the policy above.

Building Structures Over Tile Lines

Permanent structures of any type shall not be built over or near a public drain tile line.

Landowners who do build any type of structure over or near a drain tile line assume liability for any damage caused by the failure of the drain tile line. The landowner is responsible for the cost of moving a drain tile line away from a structure. Before a drain tile line is moved, the landowner must submit a plan to the Drainage Authority showing the new location of drain tile in relation to the old drain tile and all surrounding structures, a list of the materials to be used, and the name of the contractor doing the work. The Drainage Authority may require a licensed engineer to review the plan before construction. If the drain tile cannot be moved without harming the ditch system, the structure will have to be removed.

Buffer Acquisition

The Drainage Authority must order a permanent strip of perennial vegetation according to Drainage Code, including ensuring they are the correct legal width for the system (ex. At least 16.5 feet for open ditch drainage systems). Underlying property has ownership retained by landowners, and acquisition area does not restrict all uses for the vegetation strip. The land may be used for various agricultural activities so long as the buffer acquisition is not harmful to the vegetation or drainage system.

Fair market value may not match buffer strip damage awards, due to various agricultural activities being permitted that may result in damages. Fair market value of a damaged permanent strip of perennial vegetation will be directly correlated with land use prior to buffer installation, determined by the viewers and Drainage Authority.

Drainage system repair and buffer strip costs are apportioned in accordance with the benefited properties and benefits on record. Guidelines and laws pertaining to buffer acquisition can be found in Minnesota Statute 103E, however these buffer laws do not supersede Drainage Law.

Minnesota Statute 103E.021 Subd. 6 states that the Drainage Authority may have property jurisdiction for ditch buffer strips. This section says that Drainage Authority has legal authority “where necessary to control erosion and sedimentation, improve water quality, or maintain the efficiency of the drainage system”.

Contracts and Bidding

Bidding and Quotes

The Ditch Manager/Inspector has the authority to initiate any ditch work that is \$25,000 or less for repairs and work with preferred contractors. All other repair work above \$25,000 must go before the Drainage Authority for approval and bids received.

When an existing project reaches the \$25,000 mark, and there is additional work to be completed, the Ditch Manager/Inspector has the authority to work with the County Administrator for approval up to an additional \$15,000. This option should only be exercised for extraneous circumstances, such as when waiting for a County Board Meeting may cause additional damage to the drainage system, or there is clear weather or contractor-related issues.

Before this option is exercised, the County Administrator/Ditch Manager will consult with the Drainage Authority. If work is approved, the County Administrator/Ditch Manager will provide information on the approval at the next available board meeting.

Under Minn. Stat. § 471.345, when contracts exceed \$175,000, sealed bids will be solicited by public notice from Le Sueur County. If a contract exceeds \$25,000 but not \$175,000, the contract may be made either upon

sealed bids or by direct negotiation. Two or more quotes must be obtained if using direct negotiation. Quotes obtained must be kept on file for at least one year. If a contract is \$25,000 or less, the contract may be made either via quotes or in the open market. If made with quotes, two quotes, if obtained, must be kept on file for one year. Under Minn. Stat. § 103E.505, bids that exceed the total estimated cost of construction by more than 30 percent may not be accepted.

Solicitation of Quotes

Any non-emergency public drainage system related work over \$10,000 will follow this process:

1. Ditch inspector identifies the scope of work and prepares a brief description of work that needs to be completed along with deadline of when bids need to be received and work completed.
2. Information is forwarded to Auditor/Treasurer's office who will then email a list of contractors the information and solicit bids with the established deadline. This email will also outline how the bid should be assembled. (e.g. detailed breakdown of work, hours, materials, labor, etc.)
3. Auditor/Treasurer staff will forward all bids received to the Ditch Manager/Inspector who will determine the winning bid. This bid may or may not go to the Drainage Authority for approval depending on project complexity and cost.

A sample of the bid form can be found in Appendix A.

Project exceptions may exist for specific project types such as beaver dam removal and trapping, and emergency repairs.

Soliciting of Contracts – Constructing Drainage Project

According to Minn. Stat. § 103E.501, contracts and bonds will be prepared by the county attorney, the engineer, and the attorney for the petitioners. The contract must contain a specific description of the work to be done or refer to the plans and specifications. The contract must state that time of the essence and if there is a failure to perform work according to the terms of the contract within the time frame stated by the contract, the contractors will forfeit and pay Le Sueur County an amount stated in the contract as liquidated damages. The amount must be fixed by the auditor for each day that the failure of performance continues.

Contractors must file a bond with the Le Sueur County auditor for an amount not less than 75 percent of the contract price of the work. The bond must be approved by the auditor. The bond must provide that the contractor is liable for all damages resulting from a failure to perform work under the contract, and failure to perform work under the contract may maintain an action against the bond in their own names. Liability for all damages may not exceed the amount of the bond.

Awarding of Contract – Constructing Drainage Project

Minn. Stat. § 103E.505 references accepted procedure regarding awarding construction contracts. If the estimated cost of construction is more than \$25,000, the auditor must place a notice in a drainage construction trade newspaper. For notifying the public, the statute says the following must be stated in all trade newspaper notices:

1. The time and location for awarding the contract;
2. The approximate amount of work and its estimated cost;
3. that bids may be for the work as one job, or in sections, or separately, for bridges, ditches and open work, tile, or tile construction work, if required or advisable;
4. that each bid must be accompanied by a certified check, or a bond furnished by an approved surety corporation payable to the auditors of affected counties for ten percent of the bid, as security that the bidder will enter a contract and give a bond as required by Minnesota Statute, section 103E.501; and
5. that the Drainage Authority reserves the right to reject any and all bids.

Private Crossings and Culverts

When a request is made to repair or improve a private crossing or culvert, the Drainage Authority will review historical records to determine whether that crossing was established as part of the ditch system. To determine if a crossing is the responsibility of the landowner or the drainage system, the Drainage Authority will reference the original drainage system records. This includes checking for the payment of damages for a crossing indicating the landowner at the time of the establishment of a ditch was compensated to install their own ditch crossing. Dependent on that result, the following process will be followed:

EXISTING PRIVATE CROSSINGS

Private crossings currently existing on drainage systems may or may not have been constructed as part of the drainage system. See Minnesota Statutes, section [103E.285, subd. 4](#). Upon a request to repair, improve, or remove an existing, private crossing, the Drainage Inspector shall first determine:

1. Whether the crossing was established as part of the drainage system;
2. Whether the crossing constitutes an obstruction of the drainage system; and
3. Whether the crossing could be eliminated by consolidation.

PRIVATE CROSSINGS ESTABLISHED AS PART OF THE DRAINAGE SYSTEM

If the Drainage Inspector determines an existing, private crossing was established as part of the drainage system, the Drainage Inspector shall investigate the request to repair, improve, or remove the crossing. There are many areas in the County where tracts of land would be land-locked if not for the installation of private crossings over open drainage ditch. Existing crossings may be too narrow to accommodate modern farm equipment or have deteriorated pipe materials. Older crossings with reinforced concrete pipe (RCP) may consist of multiple sections of pipe, which were not tied together. This leads to separation over time and, potentially, failure of the private crossing. In relation to these issues for existing, private crossings established as part of the drainage system, the following policies pertain:

1. On RCP crossings that require only the sections be tied and/or relayed to grade to make the crossing useable, the drainage system will pay for labor to perform such work. The Drainage Inspector will arrange for and observe this work to ensure the crossing does not present an obstruction to the hydraulic capacity of the drainage system.
2. Where landowners wish to add sections of RCP and widen the crossing, the landowner is responsible for all related costs. The work must be coordinated through the Drainage Inspector so that the Drainage Inspector may observe the work. The Drainage Inspector will inspect the work post-installation to ensure the crossing does not present an obstruction to the hydraulic capacity of the drainage system.

Increasing the width or capacity of an existing crossing that is part of the drainage system may be an improvement, and not a repair, and must only be approved under the procedures for an improvement in Minnesota Statutes, chapter 103E.

The Drainage Authority reserves the right to use alternative measures to maintain a landowner's right of access, including but not limited to, replacement of a bridge or culvert with another suitable material, or obtaining an alternative legal right-of-way. A landowner wishing to remove a private crossing constructed as part of the drainage system must submit a written request and receive permission from the Drainage Inspector prior to removal. As a condition to the permission authorizing removal of the crossing, the landowner must execute and record a Field Crossing Removal Agreement on the property to acknowledge that the crossing shall no longer be part of the drainage system. The Field Crossing Removal Agreement shall release the Drainage Authority of any obligation to maintain or reconstruct the private crossing.

A template of the Field Crossing Removal Agreement can be found in Appendix D.

PRIVATE CROSSINGS NOT CONSTRUCTED AS PART OF THE DRAINAGE SYSTEM

Obstructions:

If the Drainage Inspector determines an existing, private crossing was not constructed as part of the drainage system and constitutes an obstruction, the Drainage Inspector shall make a report and present such findings to the Board. If the Board determines that the drainage system has been obstructed, including by the installation of bridges or culverts of insufficient capacity, the Board shall notify the person or public authority responsible for the obstruction as soon as possible and direct the responsible party to remove the obstruction or show the Board why the obstruction should not be removed.

The Board shall set a time and location in the notice for the responsible person to appear before the Board.

See Minnesota Statutes, sections [103E.525, subd. 1](#) & [103E.075](#).

Requests to Repair, Modify, Improve, or Construct:

A landowner wishing to repair, modify, improve, or construct a private crossing over a drainage system must submit a written permit application and receive permission from the Drainage Inspector prior to repair, modification, improvement, or construction in accordance with the terms of this section. A template of the request form can be found in Appendix E.

The Drainage Inspector shall set the width, depth, and size of the private crossing and shall inspect the crossing after the repair, modification, improvement, or construction. The Drainage Inspector may seek the advice of a licensed engineer to determine if the proposed crossing will impair the hydraulic capacity of the drainage system. The landowner shall be responsible for the costs of design, including engineers' costs, if necessary, and all other costs incurred by the Drainage Authority because of the private crossing request. If the Drainage Authority grants the request for a private crossing or culvert, the Drainage Authority and the landowner shall enter into a permanent agreement memorializing the landowner's and future landowner's permanent obligation to be financially or otherwise responsible for the private crossing. The agreement, titled Declaration and Covenant, shall be recorded on the landowner's property as a deed restriction.

Private crossings not built as part of the drainage system are the responsibility of the landowner. If a landowner did not originally construct the private crossing, the current landowner is still the party responsible for the private crossing. If a private crossing not built as part of the drainage system must be removed or repaired by the Drainage Authority, the costs may be charged to the landowner.

In addition, the landowner must observe the following requirements:

1. All costs incurred by the Drainage Authority in repairing, modifying, improving, installing an additional culvert, widening, or extending the crossing, or constructing the crossing must be paid by the landowner requesting the repair, modification, improvement, or construction.
2. Any new culvert, including repair that involves replacing or relaying a culvert, must be bedded properly, and installed at the as-constructed and subsequently improved elevation of the drainage system.
3. All materials used in the installation must be of the same or better quality than the original construction.
4. The flow under the crossing or through the culvert, to the extent practicable, must remain the same as the original flow characteristics.
5. The landowner responsible for repairing or constructing the crossing shall be responsible for all maintenance, repairs, or reconstruction to the crossing or drainage system caused by improper installation.
6. If at some future date a crossing must be repaired or replaced as part of a repair to the drainage system, the landowner shall be responsible for the costs of repairing or replacing the crossing.
7. As a condition to the permission authorizing installation of the crossing, the landowner must execute and record a restriction on the property to acknowledge that the crossing shall not be part of the drainage system and subjecting the property, and any additional real estate added thereto, to ongoing operations and maintenance of the culvert.

A template Declaration and Covenant is attached to this policy as Appendix F.

The Drainage Authority reserves the right to remove, at the landowner's expense, any improperly constructed crossing or culvert, extension of a crossing or culvert, or any crossing or culvert installed without prior approval from the Drainage Inspector. The Drainage Authority has no obligation to grant permission for installing or modifying a crossing or culvert. To the extent possible, the Drainage Authority will require the consolidation of crossings and culverts.



Figure 5: Le Sueur County Ditch 58, May 8, 2020

Erosion Control

Vegetation Management

Vegetation control must be performed regularly to prevent growth of trees or brush within the drainage system and its right-of-way to reduce future repair and maintenance costs. The Drainage Inspector will conduct regular inspections of the system and may recommend a spraying or mechanical removal program to the Drainage Authority for approval. Only State and Federally approved chemicals may be applied to eliminate unwanted vegetation within the public system.

If the Landowner does not wish to control vegetation via chemical application, the Drainage Inspector must be notified in writing each year. The Landowner reserves the right to remove all trees and brush in the drainage system's right-of-way at their own expense instead. If removal of vegetation is deemed satisfactory upon inspection, that portion of the drainage system will be removed from the spraying area. If unsatisfactory, the Drainage Authority will make arrangements to bring vegetation to acceptable levels.

Seeding and Erosion Control Measures

Below outlines recommended seeding and erosion control specification specific to drainage systems and rural water resources projects with seeding restoration. The specifications outlined below can be used as a guide for best outcomes for seed establishment and reduced erosion.

Each site and project will vary on the seed mix type and erosion control that is appropriate based on the location, moisture/expected wetness, slopes, and concentration of water flow among other considerations.

Seeding Schedule:

The contractor shall seed all portions of the disturbed areas that have not been actively worked in accordance with Table 9219-2

Table 9219-2
Non-Actively Worked Seeding Schedule

Type of Slope or Disturbance Area	Time Area can remain open without being actively worked	
	Normal Water	Special/Impaired Water
Steeper than 3:1	14 days	7 days
10:1 to 3:1	14 days	7 days
Flatter than 10:1	14 days	7 days
Ditch Buffers	14 days	7 days
Ditch Side Slopes	2,500 Linear Feet	
Within 200 feet of Surface Water	1 day	

Seeding shall take place in accordance with the dates aligned in Table 9219-3. If work is completed outside of the seeding window, temporary stabilization is required.

Temporary seeding consists of fast establishing varieties of non-native cover crops such as wheat grass, rye grass alfalfa, and clover. Temporary seed mixes allow for 2-5 years stabilization and should be permanently seeded with varietal mix once within seeding window. Common temporary seed mixes include MnDOT Seed Mix 22-111 and 22-112.

Table 9219-3
Season of Planting

Seed Mixture Number	Spring	Fall
21-111	May 1 – Aug. 1	---
21-112	---	Aug. 1 – Oct. 1
22-111*	April 1 – July 20	July 20 – Oct. 1
25-142*	April 1 – July 20	July 20 – Sept. 1
32-241	April 15 – July 20	Sept. 20 – Oct. 20**
33-261	April 15 – July 20	Sept. 20 – Oct. 20**
34-181	April 15 – July 20	Sept. 20 – Oct. 20**
34-262	April 15 – July 20	Sept. 20 – Oct. 20**
35-241	April 15 – July 20	Sept. 20 – Oct. 20**
Any mix beginning with a 3	April 15 – July 20	Sept. 20 – Oct. 20**
Low Diversity Buffer General – BWSR pilot mix	April 15 – July 20	Sept. 20 – Oct. 20**
Supplemental native wildflower mix	---	Sept. 20 – Oct. 20**
* For the portion of Minnesota north of, and including T.H. 2, plant seed mixtures from 22-111 to 25-142 from April 15 to Sept 20.		

Seeding Methods:

Applicable seeding methods include:

Hand broadcasting: use this seeding method for areas that are too small or inaccessible with large equipment

Mechanical seeding with seed drill: use seed drill method for seeding areas that are easily accessible by large equipment such as buffer strips, benches, road ditches, and side slopes with less than 2:1 grade.

Hydroseeding: use this seeding method for areas that are easily accessible by large equipment as well as side slopes that may not be drivable. Hydroseeding is not recommended for use with native plant seed mixes. All hydroseeding must be performed with 2-stage application with seed mix sprayed onto prepared sites followed by hydro-mulch.

Interseeding: perform interseeding if seeding into temporary mulch areas or if drilling additional seed into previously seeded areas such as seeding native seed into temporarily seeded cover crops.

Erosion Control Methods:

Mulch or hydro-mulch should be considered on all areas where seeding is completed. The most common types of mulch utilized for drainage systems include Type 1, Type 3, or Type 8, with Type 3 recommended for native plant mixes.

Rolled erosion control such as erosion control blanket should be considered in areas of seeding with steep side slopes or concentrated flow.



Figure 6: Le Sueur & Rice Joint County Ditch 54 riprap erosion control, June 22, 2020

Trees and Tree Removal

Trees to be removed from a drainage system must be removed in a manner that will prevent any erosion. Trees may be chipped, piled, and burned when dry, or buried. Trees that have been removed cannot be left in the ditch right-of-way or buffer area. Landowners may remove trees at their own expense and are liable for damages to the drainage system by removal. All trees within the ditch in-slopes and 16.5 feet of top of ditch may be removed with exceptions considered for windbreaks and excessively steep slopes.



Figure 7: Le Sueur County Ditch No. 56, November 8, 2019

Drop Inlet Pipe Structure and Alternative Side Inlets (ASIs)

Inadequate structures to control side inlet water flow into a ditch is the most common cause of erosion in public drainage systems. Drop inlet pipe structures and/or ASIs will be installed in areas where erosion is a potential issue. The Drainage System is responsible for paying for the following expenses incurred for materials and labor to install.

Buffers

The Le Sueur County Drainage Authority encourages the use of the grass buffer strips beyond the one rod (16.5-feet) buffer established under Minn. Stat. § 103E.021 and the use of the grass buffer strips where the one rod buffer has not been established under Minn. Stat. § 103E.021. Buffer strips (or alternative practices) will be required on all waters in accordance with Minn. Stat. § 104F.48. For buffer strips that are not in compliance with Minn. Stat. § 104F.48, the Drainage Authority will follow the procedure found in Appendix G.

Inspection

Grass buffer strips are required on the 16.5 ft. easement on each side of channels or open ditches that have had a redetermination of benefits. The 16.5-foot buffer strip shall be measured from the crown of the spoil bank which is the top of the existing ditch. Any permanent vegetation at a width of 16.5 feet qualifies as an adequate buffer. For example, alfalfa for hay, pasture mixes, and native grasses.

All parcels in Le Sueur County are to be reviewed at least once every three years. These checks may be conducted via aerial photo review or on-site review depending on availability of updated aerial photos and the practice that is being checked/access to farms. Random spot checks will be done in addition to the tracking of all parcels. These checks may be conducted via aerial photo review or on-site review depending on availability of updated aerial photos and the practice that is being checked/access to farms. A combination of both aerial and on-site review may also be used. Le Sueur County will conduct 5% of parcels in a random spot check every year. Additionally, Le Sueur County will review parcels of emphasis more frequently. These include:

- Previously non-compliant
- No-till/Conservation tillage or cover crop alternative practice plans
- Other Alternative Practice Plans
- Cost-share funded projects
- Parcels of further emphasis

Compliance Violations

Agricultural practices such as plowing, tilling, pasturing, or other practices which are not consistent with the purpose of the grass buffer strip are prohibited under Minn. Stat. § 103E.021, subd. 3. Buffers can be hayed, grazed, hunted, or used for other activities as long as the vegetation remains permanent. Landowners retain ownership; buffers are private property that are not open to public hunting.

The Le Sueur County Drainage Authority is required to notify landowners of a violation of a grass buffer strip established under Minn. Stat. § 103E.021. The landowner shall have 60 days to bring the area of non-compliance into compliance. If the area is not brought into compliance during this period, the Drainage Authority will proceed in a manner described in Minn. Stat. § 103E.021, subd. 4 and 5. Le Sueur County will review any violation complaints from the public and other agencies. Le Sueur County will maintain a record of this complaint and determine if the complaint requires further investigation.

Spraying and Mowing

The Drainage Authority may, if cost effective, consider using a mower to control weeds along a system to prevent possible contamination of the water from spray. Only sprays that are approved for use around and over water should be used. Communication will be made with other counties before spraying and mowing occurs on a joint drainage system.

Municipalities

Municipalities are encouraged to request transfer of all or part of a public drainage system being used for municipal drainage to the Municipality. The laws regarding such transfers are found in Minn. Stat. § 103E.812. Municipalities using a Drainage System as an outlet must comply with State Law. Land within a municipality which is not already listed as benefiting from a drainage system, may not use a Drainage System without a petition under Minn. Stat. § 103E.411.

Assessments filed for benefits to a municipality are a liability of the municipality and are due and payable with interest in installments on November 1 of each year as provided in Minn. Stat. § 103E.611. If the installments and interest are not paid on or before November 1, the amount due with interest added as provided in Minn. Stat. § 103E.611 must be extended by the county auditor against all property in the municipality that is liable to taxation. A levy must be made and the amount due must be paid and collected in the same manner and time as other taxes.

Drainage System Abandonment

The procedures to be followed during abandonment of a drainage system are fully defined in Minn. Stat. §§ 103E.806 and 103E.811.

Partial Abandonment of Drainage System

Partial abandonment is referred to in Minn. Stat. § 103E.806. An owner of benefited property within a drainage system may petition the Drainage Authority to abandon any part of the drainage system that is not of public benefit and utility to property remaining in the system. The petition must be filed with the Le Sueur County Auditor. A hearing time and location shall be set by the auditor and notice shall be given of the hearing by mail to the owners of all property benefited by the drainage system. If it is determined at the hearing that part of the drainage system does not serve a substantial useful purpose and is no longer of public benefit, that portion of the system shall be abandoned. Any subsequent petitions for repairs or improvements may not be accepted, and the Drainage Authority is no longer responsible for that portion of the drainage system.

Abandoning Drainage System

To abandon a drainage system as outlined in Minn. Stat. § 103E.811, the drainage lien payment period must be expired. A petition must also be signed by at least 51 percent of the property owners assessed for construction of the drainage system. The petition must designate the drainage system is no longer of public benefit or has ceased to function and repairing it is not practical. The petition must be filed with the Le Sueur County Auditor. The auditor shall set a time and location for a hearing on the petition shall give notice by publication of the time and location for all persons interested. At the hearing, the Drainage Authority shall examine the petition and determine whether it is sufficient and shall hear all interested parties. If a property owner assessed benefits for the drainage system appears and makes a written objection to the abandonment of the drainage system, the Drainage Authority shall appoint three disinterested persons as viewers to examine the property and report to the Drainage Authority. The hearing must be adjourned to make the examination and report and shall reconvene later at an appointed time and location. When the hearing is reconvened, the viewers' report and all evidence shall be considered.

If the Drainage Authority determines that the drainage system still serves a useful purpose to any property or the public, the petition for abandonment must be denied. If the drainage authority determines that the drainage system does not serve any useful purpose to affected property or properties and is no longer of public benefit, the system shall be abandoned. Once abandoned, repair/improvement petitions for the system may no longer be accepted, and responsibility of the Drainage Authority for the maintenance of the system ends.

Miscellaneous Drainage Issues

Burning Restriction in Easement Area

No private burn site shall be in the easement area. This is to prevent spread of fire to the buffer area or potential ignition of peat fires. Burning may be allowed as part of a drainage project and overseen by the County Drainage Inspector.

Beaver Control

When beavers are reported or discovered by the Ditch Inspector, a trapper will be retained by the Drainage Authority to remove the beaver. It will be the trapper's responsibility to ensure proper procedures and permits are followed. The Drainage Authority will solicit local experienced trappers on an annual basis to establish yearly trapping fees.

More information can be found on the Minnesota Department of Natural Resources beaver resource site (https://www.dnr.state.mn.us/livingwith_wildlife/beaver/index.html).

Fencing

Permanent fencing is prohibited from being installed within 16.5 feet from the top of ditch. Fencing within the 16.5-foot buffer along open ditches may be removed during maintenance, repairs and improvements at the landowner's expense. Gates may be installed in property-line fence next to each side of a ditch during repairs to allow for access for maintenance or inspection.

Landowner Rights

Policies outlined in this manual are not intended to allow additional access to landowner's property not already allowed by law. Land within a drainage system remains private property, and is classified as an easement, with no right to public access. Drainage authority, county staff, and contractors will make reasonable efforts to contact landowners before accessing property within the drainage system.

Feedlot Runoff

Feedlot runoff is not permitted to be discharged into the drainage system and must be mitigated through appropriate methods.

Septic Systems

Septic systems are not permitted to discharge into any drainage system.

Deer Stands and Structures

Any deer stands or other structures utilized for recreation may not be placed closer than 16.5 feet from the top of the ditch. Deer stands or other facilities will be removed from the 16.5-foot buffer at the landowner's expense during repairs and improvements along open ditches. Any structure which prevents maintenance or inspection of the ditch may be removed regardless of its distance from the ditch or crops may be damaged going around the structure and no damage payment will be made.

Water Retention

Implementing storage basins on drainage systems provides drainage and water quality benefits. Having additional storage capacity within the system allows excess water to be stored during large rainfall events and prevents downstream areas from flooding. Allowing for water storage with controlled inlets and outlets, ponds are engineered to reduce flow rates in the system and protect downstream waters. Reduced flow rates and velocities in ditches produces less potential for erosion, undercutting, and sloughing due to bank failures. The Drainage Authority will actively work to seek financing and other water storage partnerships.

Rock and Debris

Rocks and debris are prohibited from being dumped within the in-slope of a drainage ditch. Rock and debris must also not be placed within 16.5 feet of the crown of the ditch or within 100 feet from the center of the ditch, whichever is greater. This section does not apply if rock is being placed during the course of a drainage project.

Livestock

Livestock are prohibited from drainage ditches and the acquired ditch buffer, except to cross at approved locations. Approvals need to be in writing. If livestock must cross a ditch, the preferred method is through installation of a crossing (culvert, bridge, etc.) to prevent livestock from entering the water. Grazing of the ditch buffer may be allowed, but measures need to be taken at the expense of the landowner to ensure livestock are kept from entering the ditch bank. This may include temporary fencing.

Damages

The drainage authority will pay damages on agricultural lands that are disturbed/destroyed due to maintenance or construction-related activities. NOTE: Existing fences within the drainage/construction easement that were removed will NOT be replaced by the drainage authority. Replacement cost is responsibility of landowner.

Cropland

The drainage authority will NOT pay crop damages on crop land that has NOT been planted unless the drainage authority's work prevents seeding of the land.

For planted crop land, damages will be paid on a basic formula:

$$\text{lost yield} \times \text{commodity price} \times \text{disturbed acres} = \text{Payment.}$$

For yield the drainage authority will use the land's Actual Production History (APH) and the USDA-RMA set reference/projected prices which are used in crop insurance policies.

Damage payments will be made at the close-out of the project. The Drainage Authority may request crop insurance records for reconciliation of damage payments.

Pasture, Hay Land, Conservation Lands

Any pasture, hay land or conservation lands that have been disturbed by the drainage authority will be reseeded by the drainage authority.

For pasture or hay land disturbed or destroyed, the drainage authority will make payments based on the following formula.

Alfalfa

Lost yield (not to exceed 3 tons per acre) x commodity price (weighted average report price from USDA-NASS report from Pipestone Hay and Straw Auction during month of October) x disturbed acres=Payment

All hay ground or pasture

Lost yield (not to exceed 2.5 tons per acre) x commodity price (weighted average report price from USDA-NASS report from Pipestone Hay and Straw Auction during month of October) x disturbed acres=Payment

NOTE: Landowner may request the drainage authority to make a second payment the following year if reseeding is unsuccessful, leading to shortage of normal yields.

Damages may be paid above the crop and non-crop rate for special circumstances at the discretion of the drainage authority. Examples include lands disturbed that are used for a special purpose, when seeding is unable to be completed by the contractor, etc.

Shallow Lake Drawdowns

With proper authorization, public drainage systems may be used as outlets for shallow lake drawdowns and dewatering activities. In all instances, the impact of additional capacity demand (rate, volume and duration) will be evaluated to ensure the activity does not impair use of the drainage system for other benefitted lands. In some cases, an outlet authorization must be petitioned under 103E.401.

The Drainage Authority will work in conjunction with its staff to determine the best course of action for the drainage system. Required actions include application and authorization. In some cases, agreements regarding the discharge and limitations on the use of the drainage system as an outlet will be required. Each project is unique and must be evaluated to address the needs of both the applicant, the resources involved and the drainage system.

Grants

The Drainage Authority shall apply for grants in conjunction with the Le Sueur County Soil and Water Conservation District. When seeking grants, the Grant Policy in the Le Sueur County Finance Policy should be followed to the best extent possible.

Building Setbacks

Landowners should be considerate of appropriate setbacks to both open ditch and county tile when building. There shall be no building in the easement of open ditch or tile. Landowners should follow setbacks in local zoning ordinances.

Appendix A – Project Bid Form

Project Bids
Le Sueur County Ditch System:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all extended prices for Estimated Quantities of Work					\$

Notes:

Appendix B – Repair Request Form

REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # _____ located in _____ township.

Signed

Address/Phone #

Date: _____

Description of problem: _____

Appendix C – Le Sueur County and Le Sueur County SWCD Memorandum of Agreement

SCOPE OF SERVICES

SWCD PROVISION OF DRAINAGE INSPECTOR AND STAFF SUPPORT

TERM

Notwithstanding the signatures of the Parties to the Agreement to which this Appendix is attached and incorporated, services provided to the SWCD by the County as of November 16, 2021 are subject to the terms provided herein.

PURPOSE OF SERVICE

For the SWCD to assist and/or provide the County services for a Drainage Inspector or support in accordance with Minnesota Statutes, Chapter 103E.

SCOPE OF SERVICES

A. County's Obligation

The County Ditch Manager shall provide administrative service to the SWCD including, but not limited to; petitions, bonds, appeals, determination and redetermination of drainage benefits, notification to landowners, newspaper publications, drainage proceedings, construction records, schedule and attend public hearings and informal meetings, maintain property owner's report, drainage system accounting (e.g., drainage assessments, enforcement of assessments, drainage lien statement, payment for damages, payments to contractors and other drainage related expenditures), and provide support as needed.

B. SWCD's Obligation

1. The SWCD staff shall attend public hearings, informal meetings, pre-construction conferences or workshops when drainage will be discussed.
2. Provide guidance and solutions to the Drainage Authority and landowners on drainage issues and projects related to open ditch or tile, or both, to drain property, including

laterals, improvements, and improvements of outlets, established and constructed by a drainage authority.

3. Present annually a report on drainage projects and activities previous, unresolved and potential to the Le Sueur County Drainage Authority
4. Provide assistance to landowners, and other resource professionals to promote and install best management practices for drainage projects to protect natural resources.
5. Coordinate direct communication to the landowners, County Drainage Authority, Joint Drainage Authority, County Auditor-Treasurer's Office, County Highway Department, Appointed Engineer, Minnesota Department of Natural Resources, Minnesota Board of Water and Soil Resources, Minnesota Pollution Control Agency, Minnesota Department of Agriculture, United State Fish and Wildlife, United States Army Corps of Engineers and other agencies on drainage projects.
6. Seek quotes from contractors for drainage repairs and maintenance, schedule contractors, inspect and oversee project details for accuracy of repair. Projects over \$25,000 require bids.
7. Coordinate and/or perform tree spraying and weed control on drainage systems and buffers strips.
8. Maintain detailed records of pertinent project activities, including, but not limited to, inspection reports, the contractor's daily operations, quantities of material received or used, survey and inspection notes, material test results, elevations and/or locations of project installations.
9. Enforcement of buffer strips and compliance work under Minnesota Statute, Section 103E.021, Subdivision 4, and 103E.705.
10. Complete the annual reporting requirements on the ditch buffer strips according to Minnesota Statute, Section § 103E.067.
11. Perform various types of inspections for compliance with Minnesota Statute, Chapter 103E, including requirement of open drainage ditches shall be inspected at a minimum of every five years.
12. Work with Ditch Consultants to prepare plans, proposals and maps of future construction or repair projects.
13. Ensure projects meet all Federal, State and local design and construction standards, guidelines and permits.
14. SWCD will provide the County with a Ditch Inspector Budget Annually.
15. SWCD will provide updated billable rates to the County Board for support staff in January of each year for services.
16. SWCD will continue to search for Grants that benefit the Ditch Systems.
17. SWCD will work with FEMA when appropriate events take place to inventory Ditch System damages which may be eligible for FEMA assistance.
18. SWCD shall provide a separate drainage management budget, which outlines budget request to pay for ditch specialist position. These budget expenses are traditionally paid for via State Riparian Aid and ditch assessment funds.

19. In conjunction with SWCD budget presentation, SWCD shall present updated professional services contract that outlines yearly billable rates.

PAYMENT TERMS

The SWCD agrees to provide the County services provided in this Appendix based on terms mutually agreed upon. Payments to the SWCD shall be made on a quarterly basis, or upon receipt, through presentation of invoice from the SWCD to the County Auditor-Treasurer Office.

Appendix D – Le Sueur County Field Crossing Removal Agreement

FIELD CROSSING REMOVAL AGREEMENT

THIS FIELD CROSSING REMOVAL AGREEMENT is made and entered into on this ____ day of _____, 20____, by _____ (the “Landowner”) and the Le Sueur County Board of Commissioners, sitting as the public drainage authority for Le Sueur County Ditch No. ____ (the “Drainage Authority”).

WHEREAS, Landowner is the owner of certain real property located in Le Sueur County, Minnesota, legally described in **Exhibit A** attached hereto, together with all improvements thereon (collectively the “Property”); and

WHEREAS, Le Sueur County Ditch No. _____, a duly established and existing public drainage system established and operated under Minn. Stat. ch. 103E, crosses the Property; and

WHEREAS, as part of the establishment of Le Sueur County Ditch No. _____, the Drainage Authority ordered construction of a private crossing on the Property in the location generally depicted on **Exhibit B** attached hereto; and

WHEREAS, Landowner acknowledges the above described crossing no longer serves any useful purpose and is of no benefit to Landowner.

NOW, THEREFORE, the Landowner hereby authorizes the Drainage Authority to remove the crossing, at the Landowner’s expense. Landowner and their heirs, successors, or assigns furthermore agree to waive all future responsibility of the Drainage Authority to provide a crossing or alternative access to the Property. This Agreement shall become party of the Le Sueur County Ditch No. _____’s records and shall be filed with the Le Sueur County Recorder.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

[Signature Pages to Follow]

SIGNATURE PAGE

TO

<Name>

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public for this County, personally appeared <Name>, husband to <Name>, who I know to be the person described in the foregoing instrument, and who acknowledged that he executed that instrument as his free act and deed.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public for this County, personally appeared <Name>, wife to <Name>, who I know to be the person described in the foregoing instrument, and who acknowledged that she executed that instrument as her free act and deed.

Notary Public

<TRUST>

STATE OF _____)
) SS
COUNTY OF _____)

Notary Public

SIGNATURE PAGE
TO
FIELD CROSSING REMOVAL AGREEMENT

<NAME OF LLC>

By _____

Its _____

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public for this County, personally appeared <Name>, who, being by me duly sworn, did say that <he/she> is the _____ of <Name of LLC>, and that this instrument was signed on behalf of said limited liability company by authority of its Members and acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

<CORPORATION>

Notary Public

Appendix E – Le Sueur County Declaration and Covenant

STATE OF MINNESOTA LE SUEUR COUNTY BOARD OF COMMISSIONERS SITTING AS DRAINAGE AUTHORITY FOR <u>Name/Number of Drainage System</u>	APPLICATION FOR AUTHORIZATION TO DO WORK IN PUBLIC DRAINAGE SYSTEM
---	---

**ATTACH A SKETCH OF THE PROPOSED WORK AREA AND RELATION TO THE DRAINAGE SYSTEM.
INCLUDE A DESCRIPTION OF THE WORK PROPOSED TO BE PERFORMED.**

Applicant	Telephone	Address	
Property Owner	Telephone	Address	
Party Performing Work	Telephone	Address	
Location of Proposed Work			
<u>Quarter</u> <u>Quarter</u>	<u>Section</u>	<u>Township</u>	<u>County</u>

APPLICANT'S ACCEPTANCE, WAIVER, AND INDEMNIFICATION

The undersigned applicant hereby agrees to comply with applicable statutes, rules, and the standard conditions and special provisions of this permit to the satisfaction of the drainage authority. The applicant understands and agrees that no work in connection with this application will be started until the application has been approved and the permit issued. The applicant also understands that this permit is granted by the drainage authority for work under Minn. Stat. Ch. 103E and that the proposed work may also be the subject to applicant's compliance with the rules and regulations of other governmental agencies. The applicant is aware of circumstances or hazards that may arise while performing the work associated with this application that could result in injury, loss, damage or death, and the applicant assumes the risk of such circumstances, dangers, and hazards, whether reasonably foreseeable or not. The undersigned applicant expressly agrees that the applicant or his/her agents or contractor shall assume all liability for, and save the drainage authority, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done in connection with this application and permit.

Name & Title _____ Email Address _____

Date _____

Signature _____

DO NOT WRITE BELOW THIS LINE

PERMIT NOT VALID UNLESS BEARING SIGNATURE	AUTHORIZATION OF PERMIT	SEE PAGE 2 FOR PERTINENT CONDITIONS
--	------------------------------------	--

It is expressly understood that this permit is conditioned upon restoration of the drainage system to its original condition or to a satisfactory condition as described herein. In consideration of the applicant's agreement to comply in all respects with the applicable laws and the conditions of the drainage authority pertaining to this permit, permission is hereby granted for the work to be performed as described in the above application, said work to be performed in accordance with the following special provisions:

SEE ATTACHED STANDARD AND SPECIAL PROVISIONS

Date Work to be Completed By _____ Authorized Drainage Authority Signature _____ Date of Authorized Signature _____

DATE WORK COMPLETED

**STANDARD CONDITIONS OF AUTHORIZATION
TO DO WORK IN PUBLIC DRAINAGE SYSTEM**

1. The authorized party must comply with all applicable laws and regulations, including Minnesota Statutes, Chapter 103E, to the satisfaction of the drainage authority and its staff.
2. As a condition of this authorization, the drainage authority may require a security deposit to ensure that work is completed to the drainage authority's satisfaction. Work is not authorized until all authorization and deposit (if required by drainage authority) requirements are met and the applicant has received the approved authorization. The drainage authority or its authorized staff will determine the actual amount and type of deposit to be submitted based on the specific situation. Deposits may be in the form of a certified check, cashier's check, or surety bond made payable to the drainage authority. Deposits must be irrevocable and cannot expire. An authorization will not be issued until the required deposit is received.
3. The authorized party is responsible for the entire costs of their work activities, including all costs required to stay or come into compliance with the terms and conditions of this authorization to the satisfaction of the drainage authority.
4. No work shall be authorized that in any manner exceeds the scope of a "repair" as defined in Minn. Stat. § 103E.701, subd. 1. The term "repair," as used in Minn. Stat. § 103E.701, means to restore a part of the drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved, including resloping of ditches and leveling of spoil banks if necessary to prevent further deterioration, realignment to original construction if necessary to restore the effectiveness of the drainage system, and routine operations that may be required to remove obstructions and maintain the efficiency of the drainage system.
5. No work shall be authorized that constitutes an obstruction of the drainage system as described in Minn. Stat. 103E.075.
6. All work authorized herein is limited to the scope of work as described in the application and approved herein.
7. If any portion of the drainage system is damaged, same shall be restored to a condition satisfactory to the drainage authority, in its sole discretion.
8. If settlement occurs or excavation caves in so that replaced materials settle, same shall be restored to a condition satisfactory to the drainage authority, in its sole discretion.
9. The authorized party is responsible for ensuring that all private or public laterals, drain tiles, or ditches remain connected to the drainage system in which work is done.
10. After the work is completed, the authorized party must notify the drainage authority or its staff that such work has been completed and is ready for final inspection and acceptance by the drainage authority. If the work is satisfactory, the deposit will be returned to the applicant.

SPECIAL CONDITIONS

See Attached Addendum, if any.

Appendix F – Le Sueur County Declaration and Covenant

DECLARATION AND COVENANT

THIS DECLARATION is made in the County of Le Sueur, State of Minnesota, on this _____ day of _____, 20__, by _____ (the "Declarant").

WHEREAS, Declarant is the owner of certain real property located in Le Sueur County, Minnesota, legally described in **Exhibit A** attached hereto, together with all improvements thereon (collectively the "Property"); and

WHEREAS, Declarant has requested a permit from the Le Sueur County Board of Commissioners, Drainage Authority for _____ (the "ditch"), in Le Sueur County, in order to place a _____ culvert in the ditch to serve as a crossing point on the ditch; and

WHEREAS, the Drainage Authority has granted the permit conditioned upon and in consideration of the execution and recording of this Declaration and Covenant; and

WHEREAS, the culvert shall not become part of the ditch; and

WHEREAS, Declarant desires to acknowledge that the culvert shall not be part of the ditch by subjecting the Property, and any additional real estate added thereto to this Declaration to ensure that ongoing operations and maintenance of the culvert remain the responsibility of the Declarant, its successors in interest or assigns, and the Property.

THEREFORE, the Declarant undertakes and acknowledges the following restrictions to be placed upon and to run with the Property:

1. The Declarant, its heirs, successors, or assigns is responsible for maintenance of the culvert; and
2. The Declarant, its heirs, successors, or assigns is responsible to keep the culvert free from obstruction; and
3. Should the Declarant, its heirs, successors, or assigns fail to maintain or keep the culvert free from obstruction, the Drainage Authority may either remove the culvert and or repair or maintain the culvert, remove debris or obstruction from the culvert or perform other work necessary to ensure proper function of the ditch given the existence of the culvert; and
4. The Property shall be subject to a tax lien for the cost of work undertaken by the Drainage Authority as described above.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

By _____

STATE OF _____)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Notary Public

Appendix G – Process for Addressing Non-Compliant Buffers

Initial Steps to Address Non-Compliance

1. Ditch Inspector identifies non-compliance as part of normal inspection duties.
2. Ditch inspector notifies landowner of non-compliance and requests the ditch buffer be seeded.
3. If landowner is not cooperative in reseeding buffer, ditch inspector informs County Environmental Services of non-compliance.
4. County Environmental Services issues landowner formal Notification of Noncompliance, along with a formal Corrective Action Notice (CAN) with a timeline for compliance in 11-months.
 - o The CAN will include specific actions that need to be taken to correct the issue along with timelines for completion. Will also include a statement that failure to complete CAN will result in civil and administrative enforcement and assessment of administrative penalties.
5. If the landowner communicates to Environmental Services that the buffer has been seeded within the timeline given, the County will send ditch inspector to verify compliance. If the ditch inspector verifies compliance, county will send validation of compliance, and consider issue resolved. If the property continues to be in non-compliance, move to next phase of regulatory and penalty steps.

Initial Violation Penalty Order Steps

1. After 11 months of non-compliance, the County Environmental Services Department will prepare an Administrative Penalty Order (APO) to be issued to the landowner. Once completed, the APO and corresponding CAN will be served or mailed to the landowner, informing them of the date when the Board of Commissioners will discuss and act upon the APO.
 - a. The APO must contain language in Sec. 6.2.2, and include proposed fine, language that penalty is ongoing and will be assessed until CAN is satisfied, and language that if landowner contacts and cooperates with County prior to approval by County Board, the APO may be modified. *For example, fines may be reduced or waived if landowner cooperates and becomes compliant between issuance of the APO and the Board date.*
2. The Board of Commissioners will be presented with each individual APO to discuss and act upon, where they will approve a fine, as established in the ordinance. The ordinance calls for fines up to \$200 per parcel, per month for the first six months, and \$500 per parcel, per month after six months.
 - a. Once an APO is approved, County Environmental Services will notify landowner, SWCD and BWSR. All APOs and corresponding fines approved by the Board are final after 30-days, as the landowner has 30-day appeal rights to BWSR.

Issuance of 2nd APO After 6-months of Non-Compliance

1. If the landowner fails to come into compliance after 6-months, a second APO will be prepared by Environmental Services to be issued to the landowner. The APO will include the following:
 - a. Date when the Board will hear the APO
 - b. Reissuance of the CAN

- c. Language about increased fines, which are up to \$500 per parcel, per month
- 2. The Board of Commissioners will be presented with each individual APO to discuss and act upon, where they will approve a new fine level.
 - a. Once the APO is approved, County Environmental Services will notify landowner, SWCD and BWSR. All APOs and corresponding fines approved by the Board are final after 30-days, as the landowner has 30-day appeal rights to BWSR.

Repeat Secondary Enforcement/Penalty Steps for Non-Compliance After 12-months of Active APO

- 1. After a landowner has been subject to an APO for 12-months, a third APO will be prepared following the same steps as the prior APOs, and a new fine set.
 - 1. Authority for additional fines is \$200 per parcel, **per day** up to 180 days and \$500 per parcel, per day following.

Board of Commissioner Actions

- 1. The Board of Commissioners will potentially act on APOs one to three times.
 - a. The initial APO issuance
 - b. The second APO issuance after 6-months of non-compliance from initial APO
 - c. Third APO issuance after 12 months from receiving the initial APO and continued non-compliance.
 - d. Note: The Board will **NOT** consider reducing fines once APOs are approved.

Placement of Unpaid Fines on Property Taxes

All property owners with unpaid fines as of November 15 will receive a letter informing them they have until December 15 to pay their fine amount, and any unpaid amount will be placed on their next year's property tax with interest.

Resources

2021 Minnesota Statutes Chapter 103E. Drainage

<https://www.revisor.mn.gov/statutes/cite/103E>

Agricultural and Urban Water Quality Treatment Analysis

[https://www.isginc.com/uploads/store/2021-06-](https://www.isginc.com/uploads/store/2021-06-24_agriculturalUrbanRunoffWaterQualityTreatmentAnalysis_PhaseII_ISG.pdf)

[24_agriculturalUrbanRunoffWaterQualityTreatmentAnalysis_PhaseII_ISG.pdf](https://www.isginc.com/uploads/store/2021-06-24_agriculturalUrbanRunoffWaterQualityTreatmentAnalysis_PhaseII_ISG.pdf)

Drainage System Guidelines Brown County, Minnesota

[https://www.co.brown.mn.us/images/Department/Auditor-](https://www.co.brown.mn.us/images/Department/Auditor-Treasurer/drainage/Brown20County20Ditch20Manual1.pdf)

[Treasurer/drainage/Brown20County20Ditch20Manual1.pdf](https://www.co.brown.mn.us/images/Department/Auditor-Treasurer/drainage/Brown20County20Ditch20Manual1.pdf)

Drainage Work Group Recommendations Report

[https://static1.squarespace.com/static/5963dafa4c8b03a819ee618d/t/5c4a87f2b914431dadc1a1f9/15](https://static1.squarespace.com/static/5963dafa4c8b03a819ee618d/t/5c4a87f2b914431dadc1a1f9/1548388353385/2019+DWG+Legislative+Packet+-+FINAL.pdf)

[48388353385/2019+DWG+Legislative+Packet+-+FINAL.pdf](https://static1.squarespace.com/static/5963dafa4c8b03a819ee618d/t/5c4a87f2b914431dadc1a1f9/1548388353385/2019+DWG+Legislative+Packet+-+FINAL.pdf)

Le Sueur County Soil and Water Conservation District

<http://www.lesueurswcd.org/buffers.html>

MPDM Outreach Workshops

[https://bwsr.state.mn.us/sites/default/files/2018-12/B8-](https://bwsr.state.mn.us/sites/default/files/2018-12/B8-MPDM_Broad_Users_Drainage_Sys_Acquisition_of_Buffer_Strips.pdf)

[MPDM_Broad_Users_Drainage_Sys_Acquisition_of_Buffer_Strips.pdf](https://bwsr.state.mn.us/sites/default/files/2018-12/B8-MPDM_Broad_Users_Drainage_Sys_Acquisition_of_Buffer_Strips.pdf)

Redwood County Drainage Policy and Guidance

[https://redwoodcounty-mn.us/wp-content/uploads/2020/04/Redwood-County-Ditch-Guidance-and-](https://redwoodcounty-mn.us/wp-content/uploads/2020/04/Redwood-County-Ditch-Guidance-and-Policy-Version-1.5.pdf)

[Policy-Version-1.5.pdf](https://redwoodcounty-mn.us/wp-content/uploads/2020/04/Redwood-County-Ditch-Guidance-and-Policy-Version-1.5.pdf)

Sauk River Drainage Authority (SRDA) Drainage Policy

[https://srwdmn.org/wp-content/uploads/2021/09/2021.09.21-Drainage-Policy-SRWD-Adopted-](https://srwdmn.org/wp-content/uploads/2021/09/2021.09.21-Drainage-Policy-SRWD-Adopted-082217-updated-2021.09.21.pdf)

[082217-updated-2021.09.21.pdf](https://srwdmn.org/wp-content/uploads/2021/09/2021.09.21-Drainage-Policy-SRWD-Adopted-082217-updated-2021.09.21.pdf)

**LE SUEUR COUNTY PLANNING & ZONING
FEBRUARY 17, 2026**

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY ENVIRONMENTAL SERVICES DIRECTOR
SUBJECT: REQUEST FOR ACTION

The Le Sueur County Environmental Services Director 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 set a Decommissioning Bond amount in relation to a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District, approved on February 3, 2026. The subject property is located in part of the SW ¼ of the SW ¼ of Section 8, Elysian Township.

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

Therefore, the County's Environmental Services Director recommends a Decommissioning Bond amount of \$45,000 for future decommissioning of a 250' self-supporting telecommunications tower.

ACTION: ITEM #1: _____

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 ¼ of the SW ¼ 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 recommended **APPROVAL** of the request.

WHEREAS, on February 3, 2026, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED** the application for a Conditional Use Permit to allow the applicant to establish a Wireless Telecommunication Tower as requested by **Buell Consulting and Randall Roemhildt**. At the time staff presented the initial Request for Action, the applicant had not submitted an itemized Decommissioning Plan and therefore the proper bond amount was unknown.

WHEREAS, on February 17, 2026, staff presented the Board of Commissioners with a recommendation based on the following planned decommissioning activities:

General Construction Description:

- | | |
|--|-------------|
| 1. <i>Removal of Fence and Ice Bridge Poles:</i> | \$ 8,000.00 |
| 2. <i>Removal and Disposal of 250' Self-Support Tower, Associated Antennas and Equipment</i> | \$22,000.00 |
| 3. <i>Removal of Tower Concrete 4' below grade and removal of Cabinet Concrete</i> | \$10,000.00 |
| 4. <i>Restore Site to Preconstruction Condition</i> | \$ 5,000.00 |

TOTAL COSTS: \$45,000.00

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Le Sueur County Board of Commissioners that based on the above recommendation made by staff, the Decommissioning Bond amount for **Conditional Use Permit # PCCUP-001045-2025**, a request to allow the applicant to establish a Wireless Telecommunication Tower in the Agriculture "A" District, is set at **\$45,000 and is subject to annual review.**

ATTEST:

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

Joseph Martin, County Administrator

DATE: _____



February 6, 2026

Re: Tower Site Decom Proposal

Address: 47851 241ST AVE, ELYSIAN, MN 56028

Parcel #: 04.008.7700

Site Name: LAKE JEFFERSON

Site ID: US-MN-5482

To whom it may concern,

Below is a cost estimate to decom a 250' Self Support tower and equipment compound back to preconstruction condition.

General Construction Description:

- | | |
|---|-----------------|
| • Removal of Fence and Ice Bridge Poles | \$8,000 |
| • Removal and Disposal of 250' Self Support Tower, Associated Antennas and Equip. | \$22,000 |
| • Removal of Tower concrete 4' below grade and removal of Cabinet Concrete | \$10,000 |
| • Restore site to preconstruction condition | \$5,000 |

Total	\$45,000
--------------	-----------------

Tom Hoffman
Vice President, Construction

COUNTY OF LE SUEUR, MINNESOTA

A RESOLUTION BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS FOR
RELEASE AND TERMINATION OF THE JOINT TAX ABATEMENT PROGRAM WITH
CITY OF LE SUEUR

WHEREAS, Le Sueur County Board of Commissioners (the "County") passed a resolution dated November 22, 2006, authorizing the abatement of property taxes on three specific parcels of land located within the municipal limits of the City (the "Abatement Resolution"), attached hereto and incorporated herein by reference as Exhibit A; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS THAT:

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

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

PASSED by the Le Sueur County Board of Commissioners on this 17th day of February 2026.

ATTEST

Joe Martin
County Administrator

Daniel O'Keefe
Board Chair

EXHIBIT A

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

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

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

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

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

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

STATE OF MINNESOTA

SS

COUNTY OF LE SUEUR

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

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

Ron Gernscheid
County Auditor *BGF*

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

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

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

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

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

1. Recitals.

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

Parcel Number
R21.019.5000
R.21.020.0300
R.21.020.0400

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

2. Findings for the Abatement. The County Board hereby makes the following findings:

- (a) The Board expects the benefits to the County of the Abatement to at least equal the costs thereof; and
- (b) Granting the Abatement is in the public interest because it will fund essential transportation infrastructure improvements, increase or preserve the tax base of the County, help retain and expand industrial and commercial development in the County and provide employment opportunities in the County; and
- (c) The Board expects the public benefits described in 2(b) above to be derived from the Abatement.

3. Terms of Abatement. The abatement is hereby approved. The terms of the abatement are as follows:

- (a) The Abatement duration for each affected tax parcel shall not exceed twenty (20) years. The Abatement shall apply to the taxes payable in tax payable years 2007 through 2026, inclusive.
- (b) The Abatement shall be for 100% of the County's share of the ad valorem property taxes generated by the Property.
- (c) The Abatement may not be modified or changed during the term set forth in 3(a) above, except with the prior written consent of the Board.
- (d) The County will transfer to the city of Le Sueur the Abatement to fund transportation infrastructure improvements within the US Highway 169 Le Sueur Hilltop Corridor.
- (e) In any year, the total amount of property taxes abated by the County by this and other resolutions does not exceed the greater of ten percent (10%) of the current levy or \$200,000.
- (f) The Abatement shall be subject to all the terms and limitations of the Abatement Law.
- (g) The Abatement has been determined not to be a business subsidy pursuant to Minnesota Statutes, 16J.993, subdivision 3.
- (h) For the term of the Abatement, the Property will not be located in a tax increment financing district.
- (i) The Abatement program is contingent upon the formation of a County/City Joint Powers Agreement.

STATE OF MINNESOTA

ss

COUNTY OF LE SUEUR

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

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

County Auditor

Ron Germscheid
By BF

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

1. OVERVIEW

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

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

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

2. TERMS

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

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

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

3. PROGRAM FUND DISBURSEMENT

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

4. DEFINED BENEFIT AREA

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

5. PROVISIONS FOR TERMINATION

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

APPROVAL AND EXECUTION

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

Le Sueur County

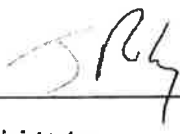
By: 
Chairperson

By: 
Administrator

Dated: 12-20-2022

City of Le Sueur

By: 
Mayor

By: 
Administrator

Dated: 12-13-2022

Appendix A



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

1. OVERVIEW

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

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

2. TERMS

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

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

3. PROGRAM FUND DISBURSEMENT

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

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

4. DEFINED BENEFIT AREA

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

5. PROVISIONS FOR TERMINATION

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

APPROVAL AND EXECUTION

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

Le Sueur County

By: _____
Chairperson

By: _____
Administrator

Dated: _____

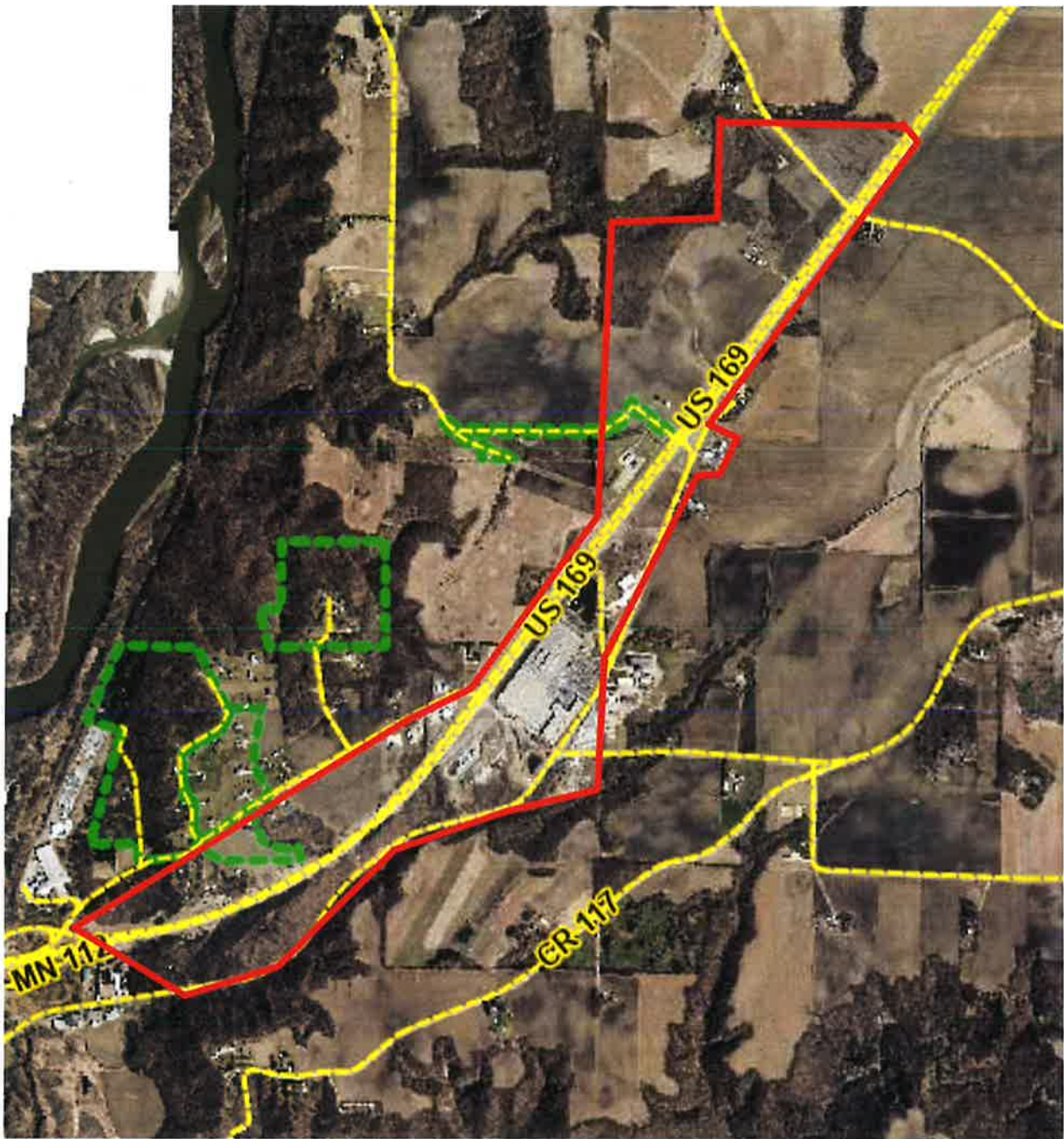
City of Le Sueur

By: _____
Mayor

By: _____
Administrator

Dated: _____

Appendix A



Notes:

1. Current fund balance of Capital Account=\$415,000
2. Any amount over \$415,000 drawing from the capital improvement account will require transfer of funds from county reserves, such as the debt service account.

Projects by Department

Highway

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
CSAH 2 (Cleveland to CSAH 11)	Highway	\$2,750,000			\$2,750,000
CSAH 7 (CSAH 12 to CSAH 11)	Highway	\$2,150,000			\$2,150,000
CSAH 47 Recon (Clev 7th to CSAH 15)	Highway	\$1,750,000			\$1,750,000
Highway Equipment: Tandem Truck=\$358,003; Motor Grader=\$535,242; Pick-up=\$55,000	Highway	\$948,245		\$948,245	
CR 117 Replace bridge 40506	Highway	\$998,836			\$998,836
County sealcoats	Highway	\$549,605		\$71,335	\$478,270
CSAH 46 mill and overlay in Cleveland	Highway	\$244,375			\$244,375
CSAH 47 mill and overlay (Clev 46 to 7th)	Highway	\$158,125			\$158,125
CSAH 15 Right of Way	Highway	\$500,000			\$500,000
CSAH 15 Design Services	Highway	\$500,000			\$500,000

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Highway Equipment: Tandem Truck=\$365,000; Motor Grader=\$555,000	Highway	\$920,000		\$920,000	
CSAH 60 Rehab (New Prague)	Highway	\$2,000,000			\$2,000,000
CR 137 Replace bridge 40504	Highway	\$800,000			\$800,000
CSAH 15 Recon from CSAH 16 to CSAH 18	Highway	\$12,500,000			\$12,500,000
CSAH 22 Mill/Overlay (Le Sueur)	Highway	\$500,000			\$500,000

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
CSAH 11 mill/overlay from CSAH 32 to TH19	Highway	\$2,880,000			\$2,880,000
Highway Equipment: Tandem Truck=\$375,000; Motor Grader=\$565,000	Highway	\$940,000		\$940,000	
CSAH 18 SFDR CSAH 15 to CSAH 13	Highway	\$1,968,000			\$1,968,000
CSAH 13 Mill/Overlay CSAH 15 to Trails End	Highway	\$1,200,000			\$1,200,000
County wide seal coats	Highway	\$700,000		\$70,000	\$630,000

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

2029 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
CSAH 14 from CSAH 11 to CSAH 6	Highway	\$3,080,000			\$3,080,000
CSAH 11 mill and overlay from CSAH 32 to TH 19	Highway	\$2,000,000			\$2,000,000
CSAH 10 CIR from CSAH 3 to County Line	Highway	\$1,000,000			\$1,000,000
CSAH 26 Mill/Overlay CSAH 3 to County Line	Highway	\$500,000			\$500,000
Highway Equipment: Tandem Truck=\$385,000; JD6130M & Diamond Mower=\$185,000; Bobcat T770=\$85,000 Backhoe=\$150,000	Highway	\$805,000		\$805,000	

2030 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
County-Wide Sealcoat	Highway	\$700,000		\$100,000	\$600,000
CSAH 26 SFDR CSAH 35 to CR 116	Highway	\$1,488,000			\$1,488,000
CSAH 23 Mill/Overlay TH 99 to Ottawa	Highway	\$1,170,000			\$1,170,000
CSAH 45 Mill/Overlay CSAH 21 to TH 99	Highway	\$480,000			\$480,000
CSAH 16 Mill/Overlay BEC 2 to CSAH 15	Highway	\$550,000			\$550,000

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

CSAH 19 Mill/Overlay BEC 2 to CSAH 18	Highway	\$720,000			\$720,000
CR 101 Mill/Overlay CSAH 19 to Squirrel's Nest	Highway	\$200,000			\$200,000
Highway Equipment: Tandem=\$395,000, MotorGrader=\$575,000, ¾-Ton Pickup=\$70,000	Highway	\$1,040,000		\$1,040,000	

Building /Maintenance

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Seal Coat and Restripe Parking Lots at Justice Center (\$54,000) and Public Health (\$9,000)	Bldg/Maint	\$63,000		\$63,000
Replace Govt Center RTU #1 Aeon Unit	Bldg/Maint	\$95,000		\$95,000
Window fixes at Government Center	Bldg/Maint	\$251,000		\$251,000

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
------------------------------	-------------------	-------------	----------------	-----------------------------

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

4-H Building Updates Bathroom=\$120,000 (1/2 to be paid by 4-H Federation) Flooring=\$40,000	Bldg/Maint	\$100,000		\$100,000
--	------------	-----------	--	-----------

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Government Center Roof Repair (Section G)	Building/Maint	\$11,200		\$11,200

2029 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Roof Section F of Government Center	Building/Maint	\$13,973		\$13,973
Attorney Office Space at Justice Center	Bldg/Maintenance	\$300,000		\$300,000

2030 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Flooring on 1st floor of Government Center	Bldg/Maintenance	\$55,436		\$55,436
Flooring on 2nd floor of Government Center	Bldg/Maintenance	\$29,877		\$29,877

Information Technology

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
------------------------------	-------------------	-------------	----------------	-----------------------------

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

New VMware Servers	IT	\$50,000		\$50,000
Phone system conversion	IT	\$100,000		\$100,000

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Conference Room Equipment in EOC and PW Smith	IT	TBD		TBD

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
IT Storage	IT	\$125,000		\$125,000

Sheriff's Office

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
------------------------------	-------------------	-------------	----------------	-------------------------

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

Records Management System	Sheriff's Office	\$700,000		\$700,000
---------------------------	------------------	-----------	--	-----------

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Repairing jail and cells	Sheriff's Office	\$25,000		\$25,000
Handguns	Sheriff's Office	\$20,000		\$20,000

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Radio Tower Equipment	Sherriff's Office	TBD		TBD
Dispatch Equipment (ANCOM upgrades)	Sherriff's Office	TBD		TBD
Security Camera Replacement	Sheriff's Office	\$1,000,000		\$1,000,000

2029 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
PSAP Dispatch Counsels	Sheriff's Office	\$500,000		\$500,000
MDT's and Docking Stations	Sherriff's Office	\$70,000		\$70,000

Miscellaneous

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Tryone Township Broadband	Administration	\$260,000		\$260,000

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Convert County Ordinances to Municode	Environmental Services	\$35,000		\$35,000

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Geldner Saw Mill Project	Parks	\$300,000		\$300,000
Ney Nature Center Building	Parks	\$2,000,000	TBD	TBD
Poll Pads	Elections	\$88,000		\$88,000
Geldner Saw Mill Project	Parks	\$300,000		\$300,000

2030 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding
Lake Washington Park	Parks	\$2,200,000	TBD	TBD

ALL PROJECTS

2026

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

2026 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Seal Coat and Restripe Parking Lots at Justice Center and Public Health	Bldg/Maint	\$63,000		\$63,000	
Replace Govt Center RTU #1 Aeon Unit	Bldg/Maintenance	\$95,000		\$95,000	
Window fixes at Government Center	Bldg/Maintenance	\$251,000		\$251,000	
CSAH 2 (Cleveland to CSAH 11)	Highway	\$2,750,000			\$2,750,000
CSAH 7 (CSAH 12 to CSAH 11)	Highway	\$2,150,000			\$2,150,000
CSAH 47 Recon (Clev 7th to CSAH 15)	Highway	\$1,750,000			\$1,750,000
Highway Equipment: Tandem Truck=\$358,003; Motor Grader=\$535,242; Pick-up=\$55,000	Highway	\$948,245		\$948,245	
CR 117 Replace bridge 40506	Highway	\$998,836			\$998,836
County sealcoats	Highway	\$549,605		\$71,335	\$478,270
CSAH 46 mill and overlay in Cleveland	Highway	\$244,375			\$244,375
CSAH 47 mill and overlay (Clev 46 to 7th)	Highway	\$158,125			\$158,125
CSAH 15 Right of Way	Highway	\$500,000			\$500,000
CSAH 15 Design Services	Highway	\$500,000			\$500,000

Le Sueur County Capital Improvement Plan 2026-20 30
DRAFT

New VMware Servers	IT	\$50,000		\$50,000	
Phone system conversion	IT	\$100,000		\$100,000	
Records Management System	Sheriff's Office	\$700,000		\$700,000	
Tryone Township Broadband	Administration	\$260,000		\$260,000	

2027

2027 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Convert County Ordinances to Municode	Environmental Services	\$35,000		\$35,000	
Highway Equipment: Tandem Truck=\$365,000; Motor Grader=\$555,000	Highway	\$920,000		\$920,000	
CSAH 60 Rehab (New Prague)	Highway	\$2,000,000			\$2,000,000
CR 137 Replace bridge 40504	Highway	\$800,000			\$800,000
CSAH 15 Recon from CSAH 16 to CSAH 18	Highway	\$12,500,000			\$12,500,000
CSAH 22 Mill/Overlay (Le Sueur)	Highway	\$500,000			\$500,000
Conference Room Equipment in EOC and PW Smith	IT	TBD		TBD	
Repairing jail and cells	Sheriff's Office	\$25,000		\$25,000	
Handguns	Sheriff's Office	\$20,000		\$20,000	
4-H Building Updates Bathroom=\$120,000 (1/2 to be paid by 4-H Federation) Flooring=\$40,000	Bldg/Maint	\$100,000		\$100,000	

2028

2028 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Government Center Roof Repair (Section G)	Building/Maint	\$11,200		\$11,200	
CSAH 11 mill/overlay from CSAH 32 to TH19	Highway	\$2,880,000			\$2,880,000
Highway Equipment: Tandem Truck=\$375,000; Motor Grader=\$565,000	Highway	\$940,000		\$940,000	
CSAH 18 SFDR CSAH 15 to CSAH 13	Highway	\$1,968,000			\$1,968,000
CSAH 13 Mill/Overlay CSAH 15 to Trails End	Highway	\$1,200,000			\$1,200,000
County wide seal coats	Highway	\$700,000		\$70,000	\$630,000
IT Storage	IT	\$125,000		\$125,000	
Radio Tower Equipment	Sherriff's Office	TBD		TBD	
Dispatch Equipment (ANCOM upgrades)	Sherriff's Office	TBD		TBD	
Security Camera Replacement	Sheriff's Office	\$1,000,000		\$1,000,000	
Geldner Saw Mill Project	Parks	\$300,000		\$300,000	
Ney Nature Center Building	Parks	\$2,000,000	TBD	TBD	
Poll Pads	Elections	\$88,000		\$88,000	

2029

2029 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Roof Section F of Government Center	Building/Maint	\$13,973		\$13,973	
CSAH 14 from CSAH 11 to CSAH 6	Highway	\$3,080,000			\$3,080,000
CSAH 11 mill and overlay from CSAH 32 to TH 19	Highway	\$2,000,000			\$2,000,000
CSAH 10 CIR from CSAH 3 to County Line	Highway	\$1,000,000			\$1,000,000
CSAH 26 Mill/Overlay CSAH 3 to County Line	Highway	\$500,000			\$500,000
Highway Equipment: Tandem Truck=\$385,000; JD6130M & Diamond Mower=\$185,000; Bobcat T770=\$85,000 Backhoe=\$150,000	Highway	\$805,000		\$805,000	
PSAP Dispatch Counsels	Sheriff's Office	\$500,000		\$500,000	
MDT's and Docking Stations	Sherriff's Office	\$70,000		\$70,000	
Attorney Office Space at Justice Center	Bldg/Maintenance	\$300,000		\$300,000	

2030

2030 Project/Purchase	Department	Cost	Bonding	Non-Bond Funding	Road Accounts
Flooring on 1 st floor of Government Center	Bldg/Maintenance	\$55,436		\$55,436	
Flooring on 2 nd floor of Government Center	Bldg/Maintenance	\$29,877		\$29,877	
Lake Washington Park	Parks	\$2,200,000	TBD	TBD	
County-Wide Sealcoat	Highway	\$700,000		\$100,000	\$600,000
CSAH 26 SFDR CSAH 35 to CR 116	Highway	\$1,488,000			\$1,488,000
CSAH 23 Mill/Overlay TH 99 to Ottawa	Highway	\$1,170,000			\$1,170,000
CSAH 45 Mill/Overlay CSAH 21 to TH 99	Highway	\$480,000			\$480,000
CSAH 16 Mill/Overlay BEC 2 to CSAH 15	Highway	\$550,000			\$550,000
CSAH 19 Mill/Overlay BEC 2 to CSAH 18	Highway	\$720,000			\$720,000
CR 101 Mill/Overlay CSAH 19 to Squirrel's Nest	Highway	\$200,000			\$200,000
Highway Equipment: Tandem=\$395,000, MotorGrader=\$575,000, ¾-Ton Pickup=\$70,000	Highway	\$1,040,000		\$1,040,000	

February/March 2026
Future Meetings/County Events

February 2026

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.
March 4-5	AMC Legislative Conference, St. Paul Riverfront
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.
Monday, March 23rd	Department Head Meeting, 2:00 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
March 25-27	AMC Leadership Summit, Nisswa