

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 Rohlfing, Dennis Tietz

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

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

Meeting Agenda

1. Teams Meeting Information - February 3, 2026

Documents:

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

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

3. Pledge Of Allegiance

4. Agenda Review And Approval

5. Consent Agenda Review And Approval

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

Documents:

[JANUARY 27, 2026 BOARD MINUTES.PDF](#)
[JANUARY 27, 2026 BOARD SUMMARY MINUTES.PDF](#)
[0315_001.PDF](#)
[BOARD CLAIM IFS.PDF](#)
[BOARD CLAIMS SSIS.PDF](#)
[ELECTRONIC FUNDS TRANSFER REPORT 2-3-26.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. Aaron Stubbs, Planning & Zoning Administrator (15 Min)

Documents:

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

8. 9:20 A.M. Megan Kirby, Public Health Director (10 Min)

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

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

Documents:

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

10. 10:00 A.M. Public Hearing: CD58 Lake Henry Petition Hearing

Documents:

[CD58_P-O_20250929.PDF](#)
[CD58_RPT-E_20260109.PDF](#)
[LAKE HENRY MANAGEMENT PLAN FINAL-SIGNED.PDF](#)
[JOINT_POWER_AGREEMENT_LE_SUEUR_COUNTY_-_LAK \(2\).PDF](#)
[FINAL HEARING - AGENDA \(MODIFICATION, OUTLET\) 1.PDF](#)
[FINAL HEARING - FINDINGS AND ORDER \(GRANTING PETITION TO MODIFY AND USE CD 58 AS OUTLET\) 1.PDF](#)
[FINAL HEARING - DELIBERATION GUIDE \(MODIFICATION, OUTLET\) 1.PDF](#)
[FINAL HEARING - SCRIPT FOR PUBLIC HEARING \(MODIFICATION, OUTLET\) 1.PDF](#)

11. Commissioner Committee Reports

12. Future Meetings

Documents:

[FEBRUARY 3 FUTURE MEETINGS.PDF](#)

13. Adjourn

14. Work Session: Comp Plan

15. 1:30 P.M. Le Sueur - Waseca Community Health Board, Waterville City Offices



Le Sueur County Board of Commissioners Meeting

Tuesday, February 3, 2026

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 229 306 229 047 1

Passcode: hu2aL7gB

Dial in by phone

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

[Find a local number](#)

Phone conference ID: 503 954 433#

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

**Minutes of Le Sueur County Board of Commissioners Meeting
January 27, 2026**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 27, 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, Tietz seconded, motion carried unanimously to add discussion on the Rifle/Shotgun Zone and set a public hearing.

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

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

1. January 20, 2026 Board Minutes & Board Summary Minutes
2. Electronic Funds Transfer Report 1-27-26
3. Recommendation to grant regular status to Leanne Gieseke, full-time Public Health Social Worker, Public Health Department, effective January 27, 2026.

Dave Tiegs, County Engineer, came before the Board with three items for approval and Department Updates.

King moved, Rohlfig seconded, motion carried unanimously to approve to advertise for bids, pending necessary State Aid approvals, for the following 2026 budgeted projects:

- SAP 040-602-020 (CSAH 2 CIR and Bituminous Surfacing from CSAH 15 to CSAH 11)
- SAP 040-607-007 (CSAH 7 CIR and Bituminous Surfacing from CSAH 12 to CSAH 2)
- SAP 040-030-017 (County-Wide Sealcoats)
- SAP 040-598-012 (Replacement of Bridge 40506 on CR 117 near Le Sueur)
- SAP 040-646-006, SAP 040-647-003 (Municipal Reconstruction and Rehab in the City of Cleveland)

Preisler moved, King seconded, motion carried unanimously to approve payment for the Municipal Maintenance Agreements to the Cities of Cleveland, Elysian, Kasota, Le Center, Le Sueur, Montgomery and Waterville. Agreement pays each city \$8,536.52 per mile of CSAH roadway maintained.

Rohlfig moved, Preisler seconded, motion carried unanimously to approve purchase of a Trimble S7 Robotic Total Station and required accessories for the purchase price of \$37,225.80 from Frontier Precision of Maple Grove. This is a 2026 budgeted item and will replace the current total station that was purchased in 2001.

Theresa Kubes, Human Resources Director, came before the Board with two items for approval.

King moved, Tietz seconded, motion carried unanimously to approve the Public Employees Retirement Association - Police Officer Declaration for Cody Blaschko. This declaration is a requirement of PERA to enroll an employee in the Police and Fire PERA.

Rohlfig moved, Preisler seconded, motion carried unanimously to approve the restructured organizational chart for the Human Services Department. The revision would add an Agency Social Worker.

Staffing Updates

New Hire:

Allie Waytashek, full-time Agency Social Worker, Human Services, Grade 11, Step B/2, \$35.79 per hour, effective, February 17, 2026.

Cody Blaschko, full-time Deputy Sheriff, Sheriff's Office, Grade 11, Step A/1, \$34.53 per hour, effective, January 26, 2026.

Joe Martin, County Administrator, came before the Board with one item for approval.

Preisler moved, Rohlfing seconded, motion carried unanimously to approve the Upper Cannon Watershed Flood Mitigation Initiative RFP.

King moved, Tietz seconded, motion carried unanimously to set a Rifle/Shotgun Deer Hunting Zone Public Hearing for March 19, 2026 at 6:30 p.m. at the EOC/Justice Center in Le Center.

Commissioner Committee Reports:

Commissioner Preisler reported on Cannon River Executive Committee, SNAP Task Force & Department Head meeting.

Commissioner Rohlfing reported on LSC Historical Society in Elysian, Department Head meeting and MVAC meeting.

Commissioner Tietz reported on ECB & RAC meeting in Mankato, and KCHK radio show.

Commissioner King reported on Le Sueur City Council.

Commissioner O'Keefe had no report.

On motion by King, seconded by Tietz, the Board adjourned until February 3, 2026 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator

Le Sueur County Chairman

1/27/26 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/>
- Added discussion on the Rifle/Shotgun zone and set a public hearing. King/Tietz
- Approved the agenda for the business of the day. Preisler/Rohlfing
- Approved the consent agenda: King/Tietz
- 1. January 20, 2026 Board Minutes & Board Summary Minutes
- 2. Electronic Funds Transfer Report 1-27-26
- 3. Recommendation to grant regular status to Leanne Gieseke, full-time Public Health Social Worker, Public Health Department, effective January 27, 2026.
- Approved to advertise for bids, pending necessary State Aid approvals, for the following 2026 budgeted projects: King/Rohlfing
- 1. SAP 040-602-020 (CSAH 2 CIR and Bituminous Surfacing from CSAH 15 to CSAH 11)
- 2. SAP 040-607-007 (CSAH 7 CIR and Bituminous Surfacing from CSAH 12 to CSAH 2)
- 3. SAP 040-030-017 (County-Wide Sealcoats)
- 4. SAP 040-598-012 (Replacement of Bridge 40506 on CR 117 near Le Sueur)
- 5. SAP 040-646-006, SAP 040-647-003 (Municipal Reconstruction and Rehab in the City of Cleveland)
- Approved payment for the Municipal Maintenance Agreements to the Cities of Cleveland, Elysian, Kasota, Le Center, Le Sueur, Montgomery and Waterville. Agreement pays each city \$8,536.52 per mile of CSAH roadway maintained. Preisler/King
- Approved purchase of a Trimble S7 Robotic Total Station and required accessories for the purchase price of \$37,225.80 from Frontier Precision of Maple Grove. This is a 2026 budgeted item and will replace the current total station that was purchased in 2001. Rohlfing/Preisler
- Approved the Public Employees Retirement Association - Police Officer Declaration for Cody Blaschko. This declaration is a requirement of PERA to enroll an employee in the Police and Fire PERA. King/Tietz
- Approved the restructured organizational chart for the Human Services Department. The revision would add an Agency Social Worker. Rohlfing/Preisler

Staffing Updates - New Hire: Allie Waytashek, full-time Agency Social Worker, Human Services, Grade 11, Step B/2, \$35.79 per hour, effective, February 17, 2026.

Cody Blaschko, full-time Deputy Sheriff, Sheriff's Office, Grade 11, Step A/1, \$34.53 per hour, effective, January 26, 2026.

- Approved the Upper Cannon Watershed Flood Mitigation Initiative RFP. Preisler/Rohlfing
- Set a Rifle/Shotgun Deer Hunting Zone Public Hearing for March 19, 2026 at 6:30 p.m. at the EOC/Justice Center in Le Center. King/Tietz

Commissioner Committee Reports:

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Commissioner Rohlfing reported on LSC Historical Society in Elysian, Department Head meeting and MVAC meeting.

Commissioner Tietz reported on ECB & RAC meeting in Mankato, and KCHK radio show.

Commissioner King reported on Le Sueur City Council.

Commissioner O'Keefe had no report.

- Adjourned until February 3, 2026 at 9:00 a.m. King/Tietz

ATTEST: Le Sueur County Administrator

Le Sueur County Chairman

**** Le Sueur County ****



Audit List for Board
COMMISSIONER'S VOUCHERS ENTRIES

SHERRI
 1/28/26 12:30PM
 County Special Agency Fund

<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 Bhf #</u>	<u>On Behalf of Name</u>	
20367	All Pets Medicine, Surgery & Rehab. Clin								
77	03-972-0000-0000-6352			735.04	K9 Medical		275471	Medical Expenses Prisoners	N
	20367	All Pets Medicine, Surgery & Rehab. Clin		735.04	1 Transactions				
21356	Amazon Capital Services								
78	01-245-0060-0000-6625			17.98	Supplies			Office Equipment	N
	21356	Amazon Capital Services		17.98	1 Transactions				
10253	American Solutions For Business								
79	01-200-0000-0000-6409			49.25	Business Cards-Thelemann		485412	Office Supplies	N
141	01-200-0000-0000-6409			60.80	Envelopes		8694538	Office Supplies	N
	10253	American Solutions For Business		110.05	2 Transactions				
11906	APG Media of Southern Minnesota LLC								
34	01-062-0000-0000-6230			45.00	Board Minutes		1080680	Printing, Publishing & Advertising	N
31	01-062-0000-0000-6230			216.00	Board Minutes		1080681	Printing, Publishing & Advertising	N
32	01-062-0000-0000-6230			216.00	Board Minutes		1080682	Printing, Publishing & Advertising	N
33	01-062-0000-0000-6230			144.00	Board Minutes		1080683	Printing, Publishing & Advertising	N
35	01-062-0000-0000-6230			186.00	Board Minutes		1082890	Printing, Publishing & Advertising	N
	11906	APG Media of Southern Minnesota LLC		807.00	5 Transactions				
22337	ArcaSearch, LLC								
80	01-101-0000-0000-6260			14,178.05	Vital Record Books/Archive Dev		41069-02	Scanning Project	N
81	01-101-0000-0000-6260			5,995.38	Tract Index Books/Archive Dev		42019-02	Scanning Project	N
	22337	ArcaSearch, LLC		20,173.43	2 Transactions				
21229	Axon Enterprise Inc.								
82	01-200-0000-0000-6610			279.15	Taser Cartridges		412804	Equipment	N
83	01-250-0000-0000-6610			279.15	Taser Cartridges		412804	Equipment	N
	21229	Axon Enterprise Inc.		558.30	2 Transactions				
17054	Bolton & Menk Inc								
1	01-048-0000-0000-6260	AP		1,662.00	25'-Survey Field Work-Sec Corn		0384106	Professional Consulting	N
	17054	Bolton & Menk Inc		1,662.00	1 Transactions				
10127	Business Essentials								
147	01-045-0000-0000-6409	AP		53.83	Calendars, Tape,Staple Removers		WO1374860	Office Supplies	N

**** Le Sueur County ****



SHERRI
1/28/26 12:30PM
General Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name		Rpt	Warrant Description		Amount	Service Dates		Invoice #	Account/Formula Description		1099
No.	Account/Formula		Accr			Paid On Bhf #	On Behalf of Name				
148	01-045-0000-0000-6409			NoteBooks	38.56			WO1377343	Office Supplies	N	
3	01-124-0000-0000-6409	AP		Credit	21.05 -				Office Supplies	N	
2	01-124-0000-0000-6409	AP		Tape Dispenser/Rolls/Erasers	48.84			WO1375647	Office Supplies	N	
150	01-124-0000-0000-6384			(3) Yellow Folders	49.47			WO13790421	Waivered Expenditures	N	
149	01-124-0000-0000-6409			Envelope Moisteners/Air	65.32			WO13790421	Office Supplies	N	
10127	Business Essentials			6 Transactions	234.97						
17734	City Of St Peter										
84	01-124-0000-0000-6384			Bus Tickets-JB	60.00			202601143797	Waivered Expenditures	N	
85	01-124-0000-0000-6384			Bus Tickets-DB	100.00			202601143798	Waivered Expenditures	N	
86	01-124-0000-0000-6384			Bus Tickets-SB	40.00			202601143799	Waivered Expenditures	N	
87	01-124-0000-0000-6384			Bus Tickets-RH	60.00			202601143800	Waivered Expenditures	N	
88	01-124-0000-0000-6384			Bus Tickets-CK	60.00			202601143801	Waivered Expenditures	N	
89	01-124-0000-0000-6384			Bus Tickets-AK	45.00			202601143802	Waivered Expenditures	N	
90	01-124-0000-0000-6384			Bus Tickets-MP	30.00			202601143803	Waivered Expenditures	N	
91	01-124-0000-0000-6384			Bus Tickets-HS	30.00			202601143804	Waivered Expenditures	N	
17734	City Of St Peter			8 Transactions	425.00						
22222	Davis Mechanical Systems Inc.										
140	01-245-0110-0000-6300			Hot Water-Plugged Drain	732.50			102707	Repairs & Maintenance	N	
22222	Davis Mechanical Systems Inc.			1 Transactions	732.50						
19378	Dennis Steffel Omtvedt										
92	01-205-0000-0000-6330			Removal-Aanas	620.00				Transportation & Travel	N	
19378	Dennis Steffel Omtvedt			1 Transactions	620.00						
21320	Diamond Medical Supply										
93	01-250-0000-0000-6352	AP		Medical Supplies	18.79			692969	Medical Expenses Prisoners	N	
21320	Diamond Medical Supply			1 Transactions	18.79						
19740	Fed Ex										
142	01-201-0000-0000-6268			Ship-Evidence to Lab	6.00			914829763	Investigation Expense	N	
19740	Fed Ex			1 Transactions	6.00						
21307	Finley Engineering Co. Inc.										
94	01-799-0000-0000-6260	AP		Prof.Consulting	1,551.50			07027630000108	Professional Consulting	N	

**** Le Sueur County ****



SHERRI 1/28/26 12:30PM General Revenue

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name		Rpt		Warrant Description		Service Dates		Invoice #		Account/Formula Description	
No.		Account/Formula		Accr		Amount		1 Transactions		Paid On Bhf #		On Behalf of Name	
21307		Finley Engineering Co. Inc.				1,551.50							
20293		Gehrke/Alan Charles				100.00		Per Diem 1/15				Y	
4	60-122-0000-0000-6103					21.75		Mileage				Transportation & Travel	
5	60-122-0000-0000-6330					121.75		2 Transactions					
20293		Gehrke/Alan Charles											
17844		Golden Tongue Consultants Inc.				192.00		Interpreter Services 1/8/26		114108		Correctional Programming	
6	01-251-0000-0000-6301					192.00		1 Transactions					
17844		Golden Tongue Consultants Inc.											
20325		GraybaR				595.25		Cat6 Bulk Cable		9351778697		Equipment	
116	01-060-0000-0000-6610					595.25		1 Transactions					
20325		GraybaR											
20917		Guardian Fleet Safety, LLC				8,557.50		New Squad-926/9396		304019		Repairs & Maintenance	
95	01-200-0000-0000-6300			AP		8,557.50		1 Transactions					
20917		Guardian Fleet Safety, LLC											
21063		H2Over Viewers LLC				1,510.95		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
36	35-709-0000-0000-6260			AP		2,500.00		Lake Attenuation		2180		Professional Consulting	
44	35-709-0000-0000-6260			AP		910.17		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
42	35-715-0000-0000-6260			AP		2,500.00		Lake Attenuation		2180		Professional Consulting	
45	35-715-0000-0000-6260			AP		1,500.00		Wastewater Discharge		2180		Professional Consulting	
49	35-715-0000-0000-6260			AP		5,539.03		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
39	35-736-0000-0000-6260			AP		15,000.00		Lake Attenuation		2180		Professional Consulting	
46	35-736-0000-0000-6260			AP		2,915.18		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
37	35-751-0000-0000-6260			AP		415.14		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
38	35-751-0000-0000-6260			AP		2,713.13		Consolidation Report		2180		Professional Consulting	
43	35-751-0000-0000-6260			AP		2,500.00		Lake Attenuation		2180		Professional Consulting	
47	35-751-0000-0000-6260			AP		1,500.00		Wastewater Discharge		2180		Professional Consulting	
50	35-751-0000-0000-6260			AP		4,320.35		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
40	35-759-0000-0000-6260			AP		2,500.00		Lake Attenuation		2180		Professional Consulting	
48	35-759-0000-0000-6260			AP		586.36		Redeterm.of Benefits-Final Pym		2180		Professional Consulting	
41	35-768-0000-0000-6260			AP		46,910.31		15 Transactions		2180		Professional Consulting	
21063		H2Over Viewers LLC											

**** Le Sueur County ****



SHERRI 1/28/26 12:30PM Environmental Services

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Rpt	Accr	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bnf #	Account/Formula Description	On Behalf of Name	1099
19742	Hansen Sanitation Inc.											
76	60-427-0000-0000-6360		AP		150.00	Rental Fee-Bag Dumpster		14837		Miscellaneous		N
74	60-427-0000-0000-6360		AP		150.00	Rental Fee-Bag Dumpster		17132		Miscellaneous		N
75	60-427-0000-0000-6360		AP		285.10	P/U,Dispose,SW Tax		17132		Miscellaneous		N
72	60-427-0000-0000-6360		AP		150.00	Rental Fee-Bag Dumpster		18743		Miscellaneous		N
73	60-427-0000-0000-6360		AP		293.10	P/U,Dispose,SW Tax		18743		Miscellaneous		N
71	60-427-0000-0000-6360		AP		150.00	Rental Fee-Bag Dumpster		19877		Miscellaneous		N
19742	Hansen Sanitation Inc.				1,158.20	6 Transactions						
10264	Hillyard-Hutchinson											
151	01-110-0000-0000-6300				586.30	Garbage Bags		90008181		Repairs & Maintenance		N
152	01-112-0000-0000-6300				924.75	T.Paper/P.Towels		90008181		Repairs & Maintenance		N
10264	Hillyard-Hutchinson				1,511.05	2 Transactions						
20544	Jones Law Office											
96	01-011-0000-0000-6107		AP		7.50	Prof.Services		2023189		Other Court Appointed Attys		Y
20544	Jones Law Office				7.50	1 Transactions						
21318	K & R Graphics											
97	01-200-0000-0000-6445				750.00	Graphics-New Squad-926/9396		14794		Supplies, Vehicles		N
21318	K & R Graphics				750.00	1 Transactions						
16131	Katzenmeyer/Shirley											
7	60-122-0000-0000-6103				100.00	Per Diem 1/15				Per Diem		Y
8	60-122-0000-0000-6330				20.30	Mileage				Transportation & Travel		N
16131	Katzenmeyer/Shirley				120.30	2 Transactions						
22349	King/Kristine											
9	60-122-0000-0000-6103				100.00	Per Diem 1/15				Per Diem		Y
10	60-122-0000-0000-6330				21.75	Mileage				Transportation & Travel		N
22349	King/Kristine				121.75	2 Transactions						
11187	Le Sueur Co Recorder											
11	03-991-0000-0000-6360				46.00	Moore-Variance Filing		170917		Miscellaneous		N
12	03-991-0000-0000-6360				46.00	McCaslin-Variance		170918		Miscellaneous		N
13	03-991-0000-0000-6360				46.00	Haugdahl Trust		170919		Miscellaneous		N
123	35-704-0000-0000-6360				46.00	Ditch Lien		171120		Miscellaneous		N

**** Le Sueur County ****



SHERRI
1/28/26
Ditch

12:30PM

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor</u>		<u>Name</u>	<u>Accr</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>Paid On Bnf #</u>	<u>On Behalf of Name</u>	
124	35-723-0000-0000-6360				Ditch Lien		171119	Miscellaneous	N
122	35-740-0000-0000-6360				Ditch Lien		171121	Miscellaneous	N
125	35-745-0000-0000-6360				Ditch Lien		171118	Miscellaneous	N
126	35-747-0000-0000-6360				Ditch Lien		171117	Miscellaneous	N
127	35-762-0000-0000-6360				Ditch Lien		171116	Miscellaneous	N
128	35-764-0000-0000-6360				Ditch Lien		171115	Miscellaneous	N
98	35-769-0000-0000-6260				Lien Release		171026	Professional Consulting	N
99	35-770-0000-0000-6260				Lien Release		171025	Professional Consulting	N
100	35-785-0000-0000-6260				Lien Release		171024	Professional Consulting	N
129	35-785-0000-0000-6360				Ditch Lien		171113	Miscellaneous	N
130	35-786-0000-0000-6360				Ditch Lien		171111	Miscellaneous	N
121	35-787-0000-0000-6360				Ditch Lien		171112	Miscellaneous	N
11187	Le Sueur Co Recorder				16 Transactions				
10457	Le Sueur County Soil & Water Conserv.Dis								
14	60-458-0000-0000-6360		DTG		25'-Qtr 4-Buffer Enforcement		646376	Miscellaneous	N
10457	Le Sueur County Soil & Water Conserv.Dis				1 Transactions				
10116	Matthew Bender & Co. Inc.								
143	90-019-0000-0000-6405		AP		MN Mis & DWI Traf Crim/Ord 26		47709332	Books, Ledgers	N
10116	Matthew Bender & Co. Inc.				1 Transactions				
10327	Menards								
101	01-525-0000-0000-6610				Siphon		14166	Equipment	N
10327	Menards				1 Transactions				
10117	MN Counties Computers Coop								
15	01-060-0400-0000-6355		DTG		Tyler Implementation-Dec 25'		2601247	Software License	N
16	01-060-0400-0000-6355				Tyler SAS-year 2026		2601247	Software License	N
17	01-060-0400-0000-6355		DTG		Tyler-Travel for Go Live Onsit		2601257	Software License	N
10117	MN Counties Computers Coop				3 Transactions				
21044	Morris Electronics Inc.								
118	01-245-0060-0000-6260				Clev-VPN Network Changes		17807	Professional Consulting	N
117	01-245-0060-0000-6260				VPN Review/Update		17838	Professional Consulting	N
21044	Morris Electronics Inc.				2 Transactions				

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Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name		Rpt	Warrant Description		Service Dates		Invoice #		Account/Formula Description	
No.	Account/Formula	Account/Formula	Account/Formula		Amount	Accr	Amount	Accr	Paid On Bhf #	On Behalf of Name		1099
18	22246	Morsching/Matthew	35-745-0000-0000-6300	AP	300.00		300.00		12/2-12/16	Repairs & Maintenance		Y
	22246	Morsching/Matthew										
102	11729	Motorola Solutions Inc	01-212-0000-0000-6250		330.00		330.00		8471001189	Utilities & Telephone		N
	11729	Motorola Solutions Inc										
20	22451	New Horizon Seeds	35-746-0000-0000-6300	AP	190.00		190.00		1283	Repairs & Maintenance		N
19			35-834-0000-0000-6300	AP	175.00		175.00		1283	Repairs & Maintenance		N
	22451	New Horizon Seeds										
					365.00		365.00					
21	10161	Radermacher's	01-110-0000-0000-6300	AP	23.98		23.98		22519 Acct	Repairs & Maintenance		N
119			01-601-0000-0000-6409	AP	32.26		32.26		85259 Acct	Office Supplies		N
103			03-974-0000-0000-6360	AP	59.36		59.36		44409 Acct	Miscellaneous		N
	10161	Radermacher's										
					115.60		115.60					
105	10835	Ramsey County	01-205-0000-0000-6260		660.00		660.00		39863	Professional Consulting		N
104			01-205-0000-0000-6260		660.00		660.00		39864	Professional Consulting		N
	10835	Ramsey County										
					1,320.00		1,320.00					
107	15077	Rice County	35-718-0000-0000-6360		3.00		3.00		2026-15	Miscellaneous		N
110			35-738-0000-0000-6360		12.00		12.00		2026-15	Miscellaneous		N
106			35-754-0000-0000-6360		294.00		294.00		2026-15	Miscellaneous		N
108			35-763-0000-0000-6360		18.00		18.00		2026-15	Miscellaneous		N
109			35-788-0000-0000-6360		3.00		3.00		2026-15	Miscellaneous		N
	15077	Rice County										
					330.00		330.00					
55	15069	Rinke-Noonan Law Firm	35-704-0000-0000-6260	AP	1.54		1.54		407264	Professional Consulting		Y
57			35-704-0000-0000-6260	AP	1.95		1.95		407409	Professional Consulting		Y
55			35-706-0000-0000-6260	AP	2.57		2.57		407264	Professional Consulting		Y
57			35-706-0000-0000-6260	AP	3.27		3.27		407409	Professional Consulting		Y

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Account/Formula		Rpt		Warrant Description		Invoice #		Account/Formula Description		1099
No.	Name	Account/Formula	Amount	Accr		Service Dates		Paid On Bhf #	On Behalf of Name			
55		35-709-0000-0000-6260	2.90	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-709-0000-0000-6260	3.68	AP		Drainage Retainer		407409	Professional Consulting			Y
63		35-709-0000-0000-6260	1,057.00	AP		Redeterm.of Benefits		407607	Professional Consulting			Y
62		35-711-0000-0000-6260	540.00	AP		Drainage Notice		407272	Professional Consulting			Y
55		35-715-0000-0000-6260	0.43	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-715-0000-0000-6260	0.55	AP		Drainage Retainer		407409	Professional Consulting			Y
51		35-715-0000-0000-6260	937.00	AP		Redeterm.of Benefits		407619	Professional Consulting			Y
55		35-716-0000-0000-6260	0.39	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-716-0000-0000-6260	0.50	AP		Drainage Retainer		407409	Professional Consulting			Y
54		35-717-0000-0000-6260	59.00	AP		Redeterm.of Benefits		407065	Professional Consulting			Y
55		35-717-0000-0000-6260	0.25	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-717-0000-0000-6260	0.31	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-718-0000-0000-6260	1.68	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-718-0000-0000-6260	2.13	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-719-0000-0000-6260	2.23	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-719-0000-0000-6260	2.83	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-721-0000-0000-6260	2.46	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-721-0000-0000-6260	3.12	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-722-0000-0000-6260	0.74	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-722-0000-0000-6260	0.95	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-723-0000-0000-6260	7.92	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-723-0000-0000-6260	10.06	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-726-0000-0000-6260	0.37	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-726-0000-0000-6260	0.47	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-728-0000-0000-6260	1.61	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-728-0000-0000-6260	2.04	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-729-0000-0000-6260	3.04	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-729-0000-0000-6260	3.86	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-732-0000-0000-6260	0.45	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-732-0000-0000-6260	0.58	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-735-0000-0000-6260	1.45	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-735-0000-0000-6260	1.85	AP		Drainage Retainer		407409	Professional Consulting			Y
53		35-736-0000-0000-6260	966.50	AP		Redeterm.of Benefits		407244	Professional Consulting			Y
55		35-736-0000-0000-6260	0.63	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-736-0000-0000-6260	0.80	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-737-0000-0000-6260	5.86	AP		FEMA Matter		407264	Professional Consulting			Y
57		35-737-0000-0000-6260	7.44	AP		Drainage Retainer		407409	Professional Consulting			Y
55		35-738-0000-0000-6260	7.40	AP		FEMA Matter		407264	Professional Consulting			Y

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor		Name		Rpt	Warrant Description		Invoice #	Account/Formula Description		1099
No.	Account/Formula	Accr	Amount		Service Dates	Paid On Bhf #		On Behalf of Name		
57	35-738-0000-0000-6260	AP	9.39	Drainage Retainer		407409	Professional Consulting		Y	
55	35-740-0000-0000-6260	AP	3.46	FEMA Matter		407264	Professional Consulting		Y	
57	35-740-0000-0000-6260	AP	4.39	Drainage Retainer		407409	Professional Consulting		Y	
55	35-741-0000-0000-6260	AP	0.39	FEMA Matter		407264	Professional Consulting		Y	
57	35-741-0000-0000-6260	AP	0.50	Drainage Retainer		407409	Professional Consulting		Y	
55	35-742-0000-0000-6260	AP	0.54	FEMA Matter		407264	Professional Consulting		Y	
57	35-742-0000-0000-6260	AP	0.68	Drainage Retainer		407409	Professional Consulting		Y	
55	35-743-0000-0000-6260	AP	2.65	FEMA Matter		407264	Professional Consulting		Y	
57	35-743-0000-0000-6260	AP	3.37	Drainage Retainer		407409	Professional Consulting		Y	
55	35-744-0000-0000-6260	AP	2.45	FEMA Matter		407264	Professional Consulting		Y	
57	35-744-0000-0000-6260	AP	3.11	Drainage Retainer		407409	Professional Consulting		Y	
55	35-745-0000-0000-6260	AP	5.94	FEMA Matter		407264	Professional Consulting		Y	
57	35-745-0000-0000-6260	AP	7.54	Drainage Retainer		407409	Professional Consulting		Y	
55	35-746-0000-0000-6260	AP	1.27	FEMA Matter		407264	Professional Consulting		Y	
57	35-746-0000-0000-6260	AP	1.61	Drainage Retainer		407409	Professional Consulting		Y	
55	35-747-0000-0000-6260	AP	0.16	FEMA Matter		407264	Professional Consulting		Y	
57	35-747-0000-0000-6260	AP	0.20	Drainage Retainer		407409	Professional Consulting		Y	
55	35-748-0000-0000-6260	AP	1.80	FEMA Matter		407264	Professional Consulting		Y	
57	35-748-0000-0000-6260	AP	2.29	Drainage Retainer		407409	Professional Consulting		Y	
55	35-749-0000-0000-6260	AP	2.02	FEMA Matter		407264	Professional Consulting		Y	
57	35-749-0000-0000-6260	AP	2.56	Drainage Retainer		407409	Professional Consulting		Y	
55	35-750-0000-0000-6260	AP	2.63	FEMA Matter		407264	Professional Consulting		Y	
57	35-750-0000-0000-6260	AP	3.35	Drainage Retainer		407409	Professional Consulting		Y	
64	35-751-0000-0000-6260	AP	1,025.50	Redeterm.of Benefits		406142	Professional Consulting		Y	
67	35-751-0000-0000-6260	AP	937.00	Redeterm.of Benefits		406270	Professional Consulting		Y	
66	35-751-0000-0000-6260	AP	1,060.00	Consolidation		406877	Professional Consulting		Y	
55	35-751-0000-0000-6260	AP	5.58	FEMA Matter		407264	Professional Consulting		Y	
57	35-751-0000-0000-6260	AP	7.08	Drainage Retainer		407409	Professional Consulting		Y	
55	35-752-0000-0000-6260	AP	0.61	FEMA Matter		407264	Professional Consulting		Y	
57	35-752-0000-0000-6260	AP	0.78	Drainage Retainer		407409	Professional Consulting		Y	
55	35-754-0000-0000-6260	AP	17.36	FEMA Matter		407264	Professional Consulting		Y	
57	35-754-0000-0000-6260	AP	22.04	Drainage Retainer		407409	Professional Consulting		Y	
55	35-758-0000-0000-6260	AP	4.07	FEMA Matter		407264	Professional Consulting		Y	
57	35-758-0000-0000-6260	AP	5.16	Drainage Retainer		407409	Professional Consulting		Y	
52	35-758-0000-0000-6260	AP	285.00	Lake Henry Matter	D	407413	Professional Consulting		Y	
55	35-759-0000-0000-6260	AP	5.02	FEMA Matter		407264	Professional Consulting		Y	
57	35-759-0000-0000-6260	AP	6.38	Drainage Retainer		407409	Professional Consulting		Y	
56	35-759-0000-0000-6260	AP	996.00	Redeterm.of Benefits		407571	Professional Consulting		Y	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description		1099
									Paid On Bhf #	On Behalf of Name	
55		35-760-0000-0000-6260	AP		3.74	FEMA Matter		407264		Professional Consulting	Y
57		35-760-0000-0000-6260	AP		4.75	Drainage Retainer		407409		Professional Consulting	Y
55		35-761-0000-0000-6260	AP		0.93	FEMA Matter		407264		Professional Consulting	Y
57		35-761-0000-0000-6260	AP		1.18	Drainage Retainer		407409		Professional Consulting	Y
55		35-762-0000-0000-6260	AP		3.19	FEMA Matter		407264		Professional Consulting	Y
57		35-762-0000-0000-6260	AP		4.05	Drainage Retainer		407409		Professional Consulting	Y
55		35-763-0000-0000-6260	AP		2.91	FEMA Matter		407264		Professional Consulting	Y
57		35-763-0000-0000-6260	AP		3.70	Drainage Retainer		407409		Professional Consulting	Y
55		35-764-0000-0000-6260	AP		3.28	FEMA Matter		407264		Professional Consulting	Y
57		35-764-0000-0000-6260	AP		4.16	Drainage Retainer		407409		Professional Consulting	Y
55		35-765-0000-0000-6260	AP		3.94	FEMA Matter		407264		Professional Consulting	Y
57		35-765-0000-0000-6260	AP		5.00	Drainage Retainer		407409		Professional Consulting	Y
55		35-767-0000-0000-6260	AP		1.95	FEMA Matter		407264		Professional Consulting	Y
57		35-767-0000-0000-6260	AP		2.48	Drainage Retainer		407409		Professional Consulting	Y
55		35-768-0000-0000-6260	AP		1.29	FEMA Matter		407264		Professional Consulting	Y
57		35-768-0000-0000-6260	AP		1.64	Drainage Retainer		407409		Professional Consulting	Y
65		35-768-0000-0000-6260	AP		937.00	Redeterm.of Benefits		407418		Professional Consulting	Y
55		35-769-0000-0000-6260	AP		0.91	FEMA Matter		407264		Professional Consulting	Y
57		35-769-0000-0000-6260	AP		1.16	Drainage Retainer		407409		Professional Consulting	Y
55		35-770-0000-0000-6260	AP		1.63	FEMA Matter		407264		Professional Consulting	Y
57		35-770-0000-0000-6260	AP		2.07	Drainage Retainer		407409		Professional Consulting	Y
68		35-785-0000-0000-6260	AP		150.00	Drainage Notice		406314		Professional Consulting	Y
55		35-785-0000-0000-6260	AP		2.62	FEMA Matter		407264		Professional Consulting	Y
57		35-785-0000-0000-6260	AP		3.33	Drainage Retainer		407409		Professional Consulting	Y
55		35-786-0000-0000-6260	AP		0.44	FEMA Matter		407264		Professional Consulting	Y
61		35-786-0000-0000-6260	AP		45.00	Drainage Notice		407272		Professional Consulting	Y
57		35-786-0000-0000-6260	AP		0.56	Drainage Retainer		407409		Professional Consulting	Y
55		35-787-0000-0000-6260	AP		0.98	FEMA Matter		407264		Professional Consulting	Y
57		35-787-0000-0000-6260	AP		1.24	Drainage Retainer		407409		Professional Consulting	Y
55		35-788-0000-0000-6260	AP		1.08	FEMA Matter		407264		Professional Consulting	Y
60		35-788-0000-0000-6260	AP		75.00	Drainage Notice		407272		Professional Consulting	Y
57		35-788-0000-0000-6260	AP		1.37	Drainage Retainer		407409		Professional Consulting	Y
55		35-790-0000-0000-6260	AP		5.68	FEMA Matter		407264		Professional Consulting	Y
57		35-790-0000-0000-6260	AP		7.21	Drainage Retainer		407409		Professional Consulting	Y
69		35-790-0000-0000-6260	AP		150.00	Drainage Notice		407561		Professional Consulting	Y
55		35-793-0000-0000-6260	AP		9.24	FEMA Matter		407264		Professional Consulting	Y
57		35-793-0000-0000-6260	AP		11.73	Drainage Retainer		407409		Professional Consulting	Y
70		35-793-0000-0000-6260	AP		165.00	Drainage Notice		407593		Professional Consulting	Y

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor		Name		Rpt	Warrant Description		Invoice #	Account/Formula Description		1099
No.	Account/Formula	Accr	Amount		Service Dates	Paid On Bhf #		On Behalf of Name		
58		35-796-0000-0000-6260	AP		Drainage Notice		407272	Professional Consulting	Y	
55		35-802-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
57		35-802-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
55		35-831-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
57		35-831-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
55		35-834-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
59		35-834-0000-0000-6260	AP		Data Request		407272	Professional Consulting	Y	
57		35-834-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
55		35-853-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
57		35-853-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
55		35-856-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
57		35-856-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
55		35-857-0000-0000-6260	AP		FEMA Matter		407264	Professional Consulting	Y	
57		35-857-0000-0000-6260	AP		Drainage Retainer		407409	Professional Consulting	Y	
15069		Rinke-Noonan Law Firm			132 Transactions					
						10,844.50				
22342		Roche/Michael			Per Diem 1/15			Per Diem	Y	
22		60-122-0000-0000-6103			Mileage			Transportation & Travel	N	
23		60-122-0000-0000-6330								
22342		Roche/Michael			2 Transactions					
18144		RS Eden			Drug Testing		68320	Drug Testing	N	
24		01-251-0000-0000-6366	AP							
18144		RS Eden			1 Transactions					
10877		Selly Excavating Inc.			Field Repair Crossing			Repairs & Maintenance	N	
26		35-763-0000-0000-6300	AP				25011	Repairs & Maintenance	N	
25		35-763-0000-0000-6300	AP		Budin/Chicone Repair		25012	Repairs & Maintenance	N	
10877		Selly Excavating Inc.			2 Transactions					
20017		SHI International Corp.			26'-Prorated Upgrade-10 G3 to		B20721897	Software License	N	
120		01-060-0000-0000-6355			1 Transactions					
20017		SHI International Corp.								
20658		Squires, Waldspurger & Mace, P.A.			Prof.Serv-West Jeff		27805	Professional Consulting	Y	
144		59-463-0000-0000-6260	AP							

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West Jefferson Subordinate :

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 Bhf #</u>	<u>On Behalf of Name</u>	
20658	Squires, Waldspurger & Mace, P.A.			450.00	1 Transactions				
10526	State Industrial Products								
27	01-110-0000-0000-6300			492.84	Fragrance Packs		904052989	Repairs & Maintenance	N
10526	State Industrial Products			492.84	1 Transactions				
10428	Streicher's Inc.								
145	01-200-0000-0000-6610			72.95	Patches-Vest-914		I1805181	Equipment	N
111	01-250-0000-0000-6455			84.99	Uniforms-Cummins		I1804612	Extra Uniforms	N
10428	Streicher's Inc.			157.94	2 Transactions				
10154	Suel Printing Company								
113	01-124-0000-0000-6384			133.54	Brown Envelopes		298043	Waivered Expenditures	N
112	01-124-0000-0000-6409			225.39	#10 Window Envelopes		298043	Office Supplies	N
10154	Suel Printing Company			358.93	2 Transactions				
22347	Vandervort/Zella								
29	01-001-0000-0000-6103			75.00	Per Diem 1/12			Per Diem	Y
30	01-001-0000-0000-6330			20.30	Mileage			Transportation & Travel	N
22347	Vandervort/Zella			95.30	2 Transactions				
11071	Wayne's Auto Body LLC								
114	01-200-0000-0000-6300			60.00	Windshield-Parts-920		26385937	Repairs & Maintenance	N
11071	Wayne's Auto Body LLC			60.00	1 Transactions				
17765	Wondra Automotive Inc.								
146	01-200-0000-0000-6445			149.46	Mount/Trailer Ball		2243 Acct	Supplies, Vehicles	N
17765	Wondra Automotive Inc.			149.46	1 Transactions				
20042	Wornson Goggins PC								
137	01-011-0000-0000-6107	AP		250.00	Prof.Services		12426	Other Court Appointed Attys	Y
136	01-011-0000-0000-6107	AP		312.50	Prof.Services		12466	Other Court Appointed Attys	Y
138	01-011-0000-0000-6107	AP		375.00	Prof.Services		12483	Other Court Appointed Attys	Y
131	01-011-0000-0000-6107	AP		812.50	Prof.Services		12509	Other Court Appointed Attys	Y
139	01-011-0000-0000-6107	AP		312.50	Prof.Services		12509	Other Court Appointed Attys	Y
135	01-011-0000-0000-6107	AP		187.50	Prof.Services		12515	Other Court Appointed Attys	Y
134	01-011-0000-0000-6107	AP		375.00	Prof.Services		12526	Other Court Appointed Attys	Y

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General Revenue

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Vendor 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 Bhf #</u>	<u>Account/Formula Description</u>	<u>1099</u>
133		01-011-0000-0000-6107			375.00	Prof.Services		12531		Other Court Appointed Attys	Y
132		01-011-0000-0000-6107	AP		312.50	Prof.Services		12539		Other Court Appointed Attys	Y
20042	Wornson Goggins PC				3,312.50	9 Transactions					
20630	Xerox IT Solutions, LLC				160.00	Fiber Modules-Trendnet		01619070		Office Equipment	N
115		01-245-0060-0000-6625			160.00	1 Transactions					
20918	Zimmerman Tiling & Excavating LLC				18,000.00	Remove Trees-Ballman Prop.		1203		Repairs & Maintenance	N
28		35-765-0000-0000-6300	AP		18,000.00	1 Transactions					
20918	Zimmerman Tiling & Excavating LLC										
Final Total					273,667.74	52 Vendors				264 Transactions	

SHERRI
1/28/26
Ditch

12:30PM

**** Le Sueur County ****

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	163,388.74	General Revenue
3	932.40	County Special Agency Fund
35	92,897.81	Ditch
59	450.00	West Jefferson Subordinate Servi
60	15,298.33	Environmental Services
90	700.46	Agency
All Funds	273,667.74	Total
		Approved by,
		
		

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPI Extraction List

Batches in this extraction:
2026-02-0001

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6	Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
Affordable Towing - 19979												
10	303	0	0	6445	0	510.00	tow	0057043	0	N		
Vendor Totals						510.00						
Ag Partners Coop - 10509												
10	303	0	0	6415	0	15,992.00	acct 5092 - gas	1204561	0	N		
10	303	0	0	6415	0	3,673.60	acct 5092 - deisel	3099520	0	N		
10	303	0	0	6415	0	3,641.45	acct 5092 - diesel	3099528	0	N		
10	303	0	0	6415	0	2,511.00	acct 5092 - 10w-30	3132415	0	N		
10	303	0	0	6415	0	1,087.80	acct 5092 - maxtron	3132415	0	N		
Vendor Totals						26,905.85						
Business Essentials - 10127												
10	300	0	0	6409	0	99.51	files/dater	WO13780471	0	N		
Vendor Totals						99.51						
Cintas Corp - 22212												
10	303	0	0	6490	0	110.22	shop towels/clothing	4256210514	0	N		
10	303	0	0	6490	0	91.09	fender cover/clothing	4256904021	0	N		
Vendor Totals						201.31						
Compass Minerals America Inc. - 21558												
10	302	0	0	6497	0	25,873.36	salt	1601713	0	N		
10	302	0	0	6497	0	24,667.71	salt	1606152	0	N		
10	302	0	0	6497	0	5,402.86	salt	1607106	0	N		
10	302	0	0	6497	0	18,659.09	salt	1607225	0	N		
10	302	0	0	6497	0	21,980.99	salt	1608387	0	N		
Vendor Totals						96,584.01						
Force America - 18074												
10	303	0	0	6445	0	933.00	sensor	IN001-2128912	0	N		
Vendor Totals						933.00						
G.M.S. Industrial Supplies - 20907												
10	303	0	0	6490	0	357.53	materials	136965	0	N		
10	303	0	0	6490	0	786.55	materials	137205	0	N		
Vendor Totals						1,144.08						
Holicky Bros Logistics LLC - 21363												
10	302	0	0	6497	0	4,447.47	haul salt	MB 85844	0	N		
10	302	0	0	6497	0	11,736.23	haul sand	mb86001	0	N		
Vendor Totals						16,183.70						
Interstate Battery Systems - 13012												
10	303	0	0	6445	0	157.95	mtp 48/h6	40121261	0	N		

Batches in this extraction:

2026-02-0001

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6
Interstate Battery Systems - 13012					
10	303	0	0	6490	0
Vendor Totals		Row Count: 2			
J.R. Bruender Construction, Inc. - 18197					
10	303	0	0	6260	0
10	303	0	0	6260	0
10	303	0	0	6260	0
10	303	0	0	6260	0
10	303	0	0	6260	0
Vendor Totals		Row Count: 5			
Kris Engineering Inc - 18733					
10	303	0	0	6445	0
Vendor Totals		Row Count: 1			
Little Falls Machine Inc - 10606					
10	303	0	0	6445	0
Vendor Totals		Row Count: 1			
Menards - 10327					
10	303	0	0	6490	0
Vendor Totals		Row Count: 1			
North American Safety Inc. - 20411					
10	302	0	0	6374	0
Vendor Totals		Row Count: 1			
Nuss Truck Group, Inc. - 20383					
10	303	0	0	6445	0
10	303	0	0	6445	0
10	303	0	0	6445	0
Vendor Totals		Row Count: 3			
RDO Equipment Co - 19001					
10	303	0	0	6445	0
10	303	0	0	6445	0
10	303	0	0	6445	0
Vendor Totals		Row Count: 3			
Titan Machinery Inc. - 18998					
10	303	0	0	6445	0
Vendor Totals		Row Count: 1			

LE SUEUR COUNTY HIGHWAY DEPARTMENT
NewRoads to IFSPI Extraction List

Batches in this extraction:
2026-02-0001

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6
Traxler Construction, Inc.					- 10872
10	302	0	0	6497	0
Vendor Totals		Row Count: 1			
Truck Center Companies East LLC					- 21782
10	303	0	0	6445	0
Vendor Totals		Row Count: 1			
Trustworthy Hardware of Le Sueur					- 10363
10	303	0	0	6490	0
Vendor Totals		Row Count: 1			
Waterford Oil Co. Inc.					- 20245
10	303	0	0	6415	0
Vendor Totals		Row Count: 1			
Ziegler Inc					- 10352
10	303	0	0	6445	0
10	303	0	0	6445	0
Vendor Totals		Row Count: 2			
Report Totals		Row Count: 43			

Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
4,435.20	washed sand	G34180	0	N		
4,435.20						
349.99	starter	XA307250050:01	0	Y		
349.99						
35.98	battery/meter	220092	0	N		
35.98						
17,951.48	acct 7547 - diesel	242841	0	N		
17,951.48						
373.90	element	IN002254177	0	N		
5.65	plug/seal	IN002257692	0	N		
379.55						
175,681.59						

Signature: _____ Date: _____

Date: 1/28/2026
Time: 11:54 am

LE SUEUR COUNTY HIGHWAY DEPARTMENT

NewRoads to IFSPI Extraction List

Page 1 of 1
d_hwy2ifs_list
Voucher Type
Commissioner

Batches in this extraction:
2025-13-0005

Elem.1	Elem.2	Elem.3	Elem.4	Elem.5	Elem.6
Bolton & Menk Inc - 17054					
10	301	0	0	6260	0
10	301	0	0	6260	0
Vendor Totals Row Count: 2					
MN Dept Of Transportation - 18153					
10	301	0	0	6260	0
Vendor Totals Row Count: 1					
Ramy Turf Products - 19756					
10	302	0	0	6445	0
10	302	0	0	6445	0
Vendor Totals Row Count: 2					
Traxler Construction, Inc. - 10872					
10	302	0	0	6497	0
10	302	0	0	6495	0
Vendor Totals Row Count: 2					
Report Totals Row Count: 7					

Amount	Description	Invoice	PO#	Ten99	Report Code	Tax Code
34,313.00	csah 46/47 <i>A/P</i> ✓	0384364	0	N		
78,616.00	csah 15	0384381	0	N		
112,929.00						
331.59	payroll/equip usage- bridge 46 ✓	P00021025	0	N		
331.59	<i>DTL</i>					
1,820.00	materials <i>A/P</i> ✓	114075	0	N		
1,769.50	materials	120095	0	N		
3,589.50						
4,032.00	sand <i>A/P</i> ✓	G34180	0	N		
522.00	3/8 rock	G34180	0	N		
4,554.00						
121,404.09						

Signature: _____ Date: _____

Human Services
Commissioner's Warrants
2/3/2026

IFS

4 Point 0 Non Emergency Medical Trans	1,621.66	
Beer Oil & Tire	93.58	
Bruegger, Torey	150.00	Collaborative stipends
Dolan, Natalia	500.00	Collaborative stipends
Elan Financial Services	1,843.05	
Flaherty, Katelyn	500.00	Collaborative stipends
Gartner, Jamie	500.00	Collaborative stipends
Glynn, Tyler	50.00	Collaborative stipends
Goettl, Catherine	500.00	Collaborative stipends
Guerrero, Priscilla	300.00	Collaborative stipends
Holm, Jessica	500.00	Collaborative stipends
Huiras, Caitlin	800.00	Collaborative stipends
Ingles, Angel	500.00	Collaborative stipends
Ireland, Janet	300.00	Collaborative stipends
Kimpton	126.25	
Le Sueur Housing Authortiy	1,005.00	
Loffler	18.05	
MACMH	340.00	
Manor, Amanda	500.00	Collaborative stipends
Martin Co Sheriff	65.00	
Meyer, Caitlin	46.46	
MFWCAA	25.00	
Mn Dept of Human Services - MAPS	2,330.07	
MN DHS - SOS	23,144.60	
Mn Secretary of State	120.00	
Montes Lopez, Ada	500.00	Collaborative stipends
Montgomery HRA	5,932.00	
S & J Investigations	54.10	
Schoenbauer Funeral Home	1,968.00	
South Central Service Cooperative	220.41	
Stoffel, Colleen	25.66	
Yankton Co Sheriff	52.50	

Total: 44,631.39

Cost Effective Insurance/Medical Assistance	
Miles/Direct Client Payments	6,306.92

Grand Total: 50,938.31

Human Services
Commissioner's Warrants
2/3/2026

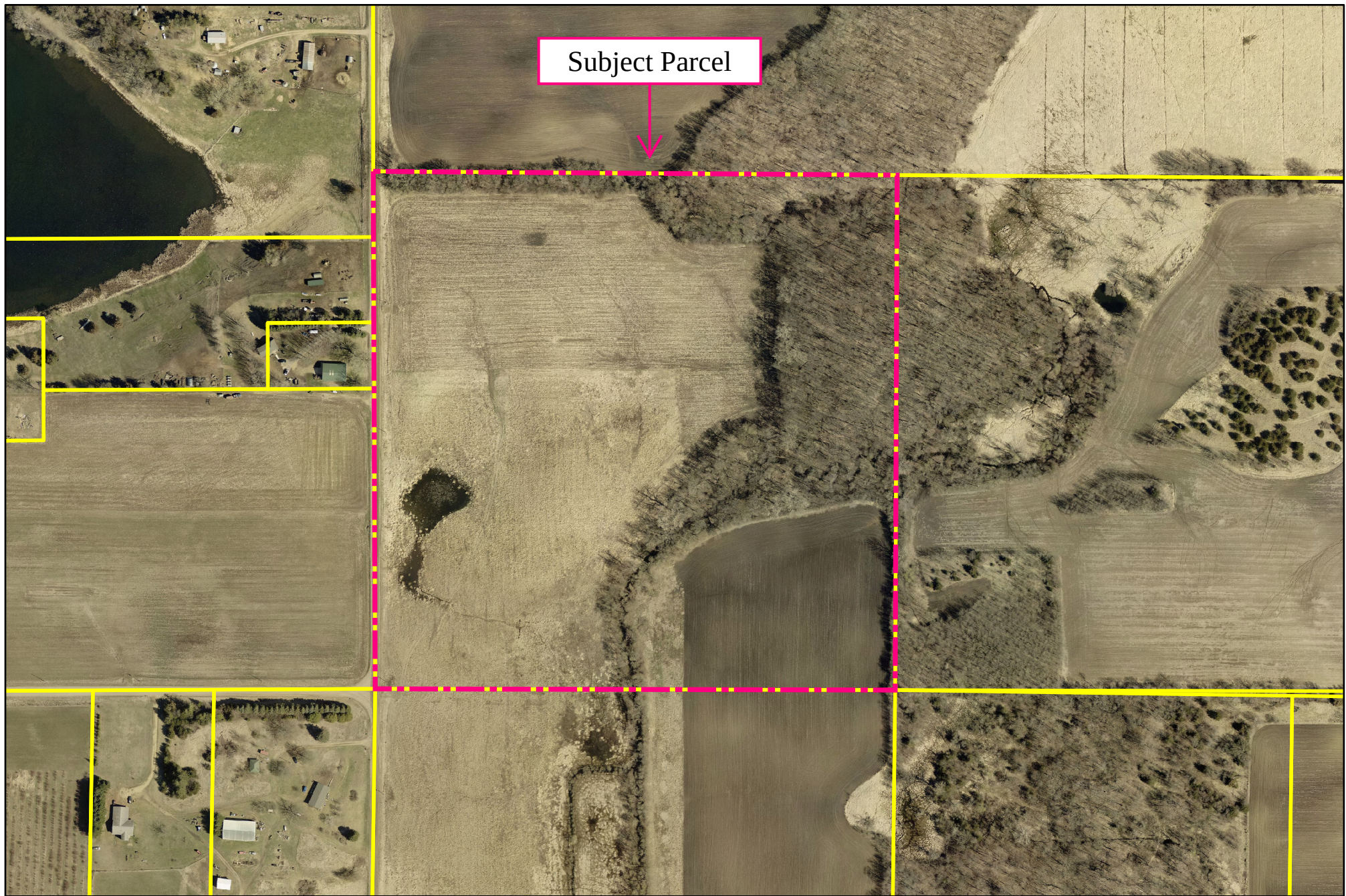
SSIS

4 Point 0 Non-Emergency Med Transport	798.00	
Amazon	209.10	
Carver Co Financial Services	1,800.00	
Elan Financial Services	241.32	
Greater MN Family Services	601.45	
Greater MN Trauma Center	2,200.00	
ICAN	1,192.00	
Lutheran Social Services	3,196.41	
Midwest Monitoring & Surveillance	158.00	
MRCI	298.61	
Nexus Mille Lacs Family Healing	9,922.50	
Occupational Services	146.00	
Palma, Sandra	840.00	
Radermacher's	192.76	
SixSparks LLC	500.00	Rent Deposit for client - STAY Funds
Welckle, Bruce	630.00	
WS Transportation	462.00	
Total:	23,388.15	
Direct Client Payments	5,218.91	
Grand Total:	28,607.06	

ELECTRONIC FUNDS TRANSFER REPORT

February 3, 2026

1/28/26: Transfer \$2,500,000 from Hometown Bank Cleveland to Cornerstone State Bank Le Sueur for payroll expenditures



Subject Parcel

0 125 250 500 750 1,000 Feet



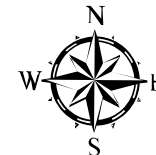
Map Disclaimer

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

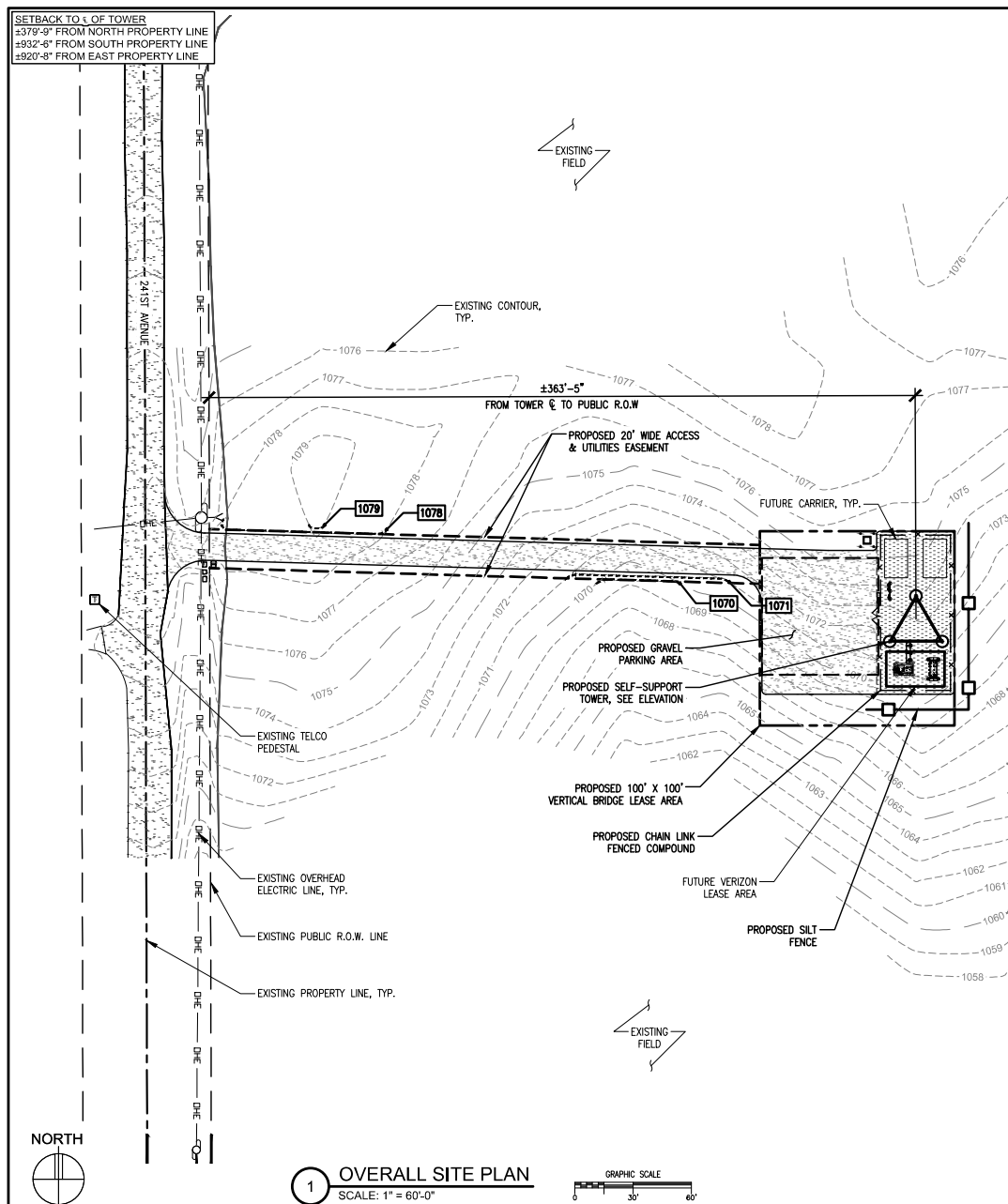
Photo dated April/May 2025

Created By: BOM

Coordinate System: NAD 1983 HARN Adj MN Le Sueur Feet

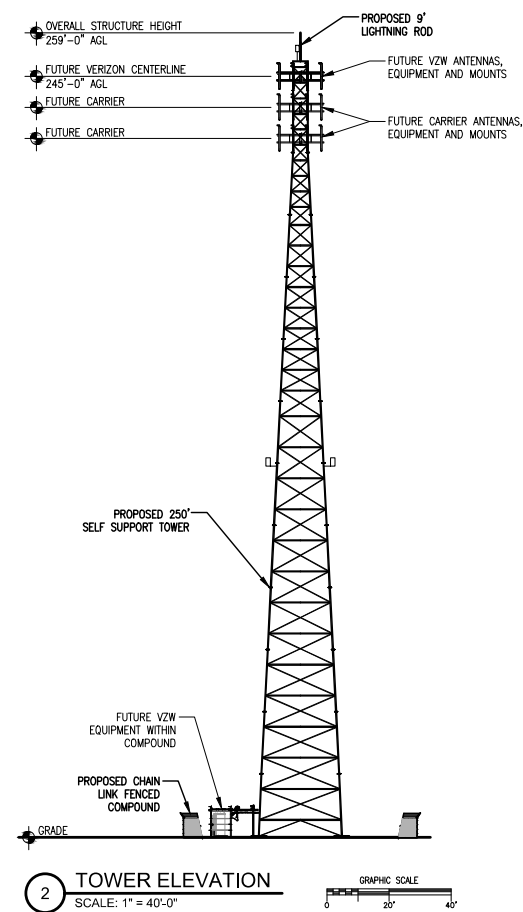


LE SUEUR COUNTY
ENVIRONMENTAL SERVICES
507-357-8538



NOTES:

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



PREPARED FOR:

vertical bridge

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

NOT FOR CONSTRUCTION

DESIGN 1

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

PROJECT
 US-MN-5482
 FUZE ID: 2587713

US-MN-5482
 LAKE
 JEFFERSON

47851 241ST AVE
 ELYSIAN, MN 56028

SHEET CONTENTS:
 OVERALL SITE PLAN
 TOWER ELEVATION

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

A-1

LE SUEUR COUNTY ENVIRONMENTAL SERVICES



Map Disclaimer

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

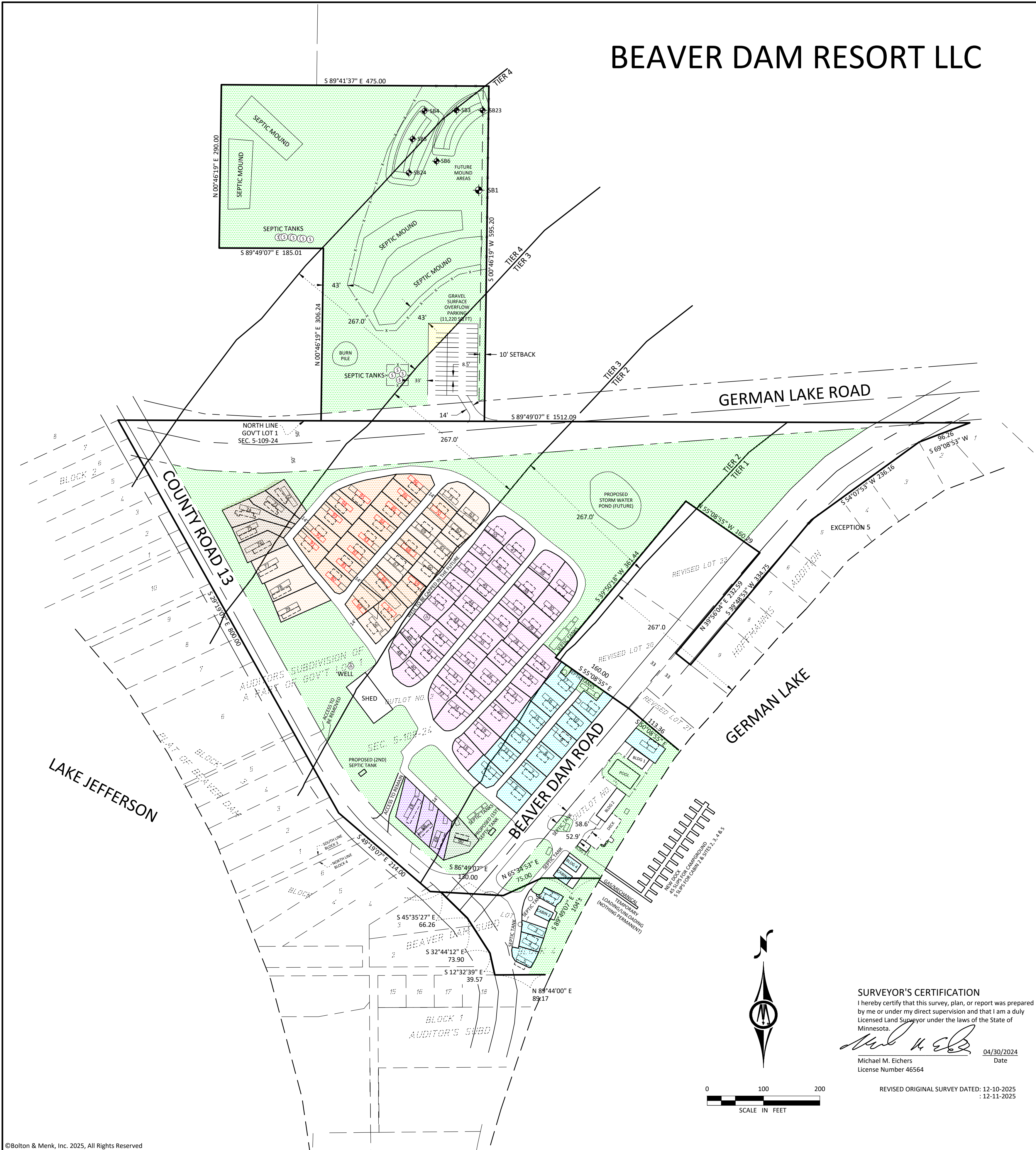
*These maps should not be used for navigational, engineering, legal, or any other site-specific use.

0 80 160 320 480 640 Feet



LE SUEUR COUNTY
ENVIRONMENTAL SERVICES
507-357-8538

BEAVER DAM RESORT LLC



SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Michael M. Eichers
Michael M. Eichers
License Number 46564
04/30/2024
Date

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

IMPERVIOUS SURFACE CALCUALTIONS.

Tier 1 Area		Camper Site	Gravel Road	TIER 1 AREA TOTAL	162978	TIER 1 TOTAL AREA	162978
1	2047			BLDG 1 (SHOWER HOUSE)	701	BEAVER DAM ROAD ROW	59610
2	804			POOL	1495	SCOTCH LAKE ROAD ROW	2453
3	822			BLDG 2 (STORE/BAR)	1221	CAMPER 1 & DECK	440
4	1012			BLDG 3 (FISH CLEANING HOUSE)	283	BLDG 1	701
5	1168			BLDG 4 (CABIN 2)	449	POOL	1495
6	2105			CABIN 1	372	BLDG 2	1221
7	2044			DECK	1889	DECK	1889
8	2032			GRAVEL SURFACE 6 - 11 & 12-17	4301	BLDG 3	283
9	2038			GRAVEL SURFACE IN FRONT OF DECK	8643	BLDG 4	449
10	2054				19354	CABIN 1	372
11	2070					CAMPER PADS 6-11	1140
12	2015					CAMPER DECKS 6-11	1200
13	2099					CAMPER GRAVEL 6-11	319
14	2004					GRAVEL SURFACE BETWEEN CAMP SITES 6-11, 12-17	4301
15	2002					CAMPER PAD 90	240
16	2008					CAMPER DECK 90	196
17	2206					CAMPER SITE 90 GRAVEL SURFACE	85
90	2621					GRAVEL SURFACE IN FRONT OF POOL, DECK, BLDG 1, 3, 4, CABIN 1	8643
	33151					TOTAL	85037
Tier 2 Area		Camper Site	Gravel Road	TIER 2 AREA TOTAL	239974	TIER 2 TOTAL AREA	239974
18	2052			SHED	2933	SHED	3446
19	2140			GRAVEL SURFACE	28337	CAMPER SITES	76829
20	2207				31270	GRAVEL SURFACE	28332
21	2065					TOTAL	108612
22	2007						
23	2032					TIER 3 TOTAL AREA - NO ROW	134447
24	2473					CAMPER SITES	65430
25	2087					GRAVEL SURFACE	15558
26	2024					OVERFLOW PARKING	11220
27	2004						92208
28	2012						
29	2055					TIER 4 TOTAL AREA - NO ROW	137354
30	2094					CAMPER SITES	12004
31	2051					OVERFLOW PARKING	1453
32	2052						13457
33	2000						
34	2001					TOTAL IMPERVIOUS SURFACES	299314
35	2006					TOTAL CAMPGROUND AREA W/O ROW	674753
36	2013					%IMPERVIOUS	44.00%
37	2024						
38	2001						
39	2148						
40	2002						
41	2002						
42	2000						
43	2004						
44	2000						
45	2001						
46	2000						
47	2120						
48	*1727						
49	*1636						
50	2001						
51	*1460						
52	2005						
53	2005						
54	2005						
55	2001						
56	2915						
57	2142						
58	2083						
59	76829						

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

Surveyor's Note: All numbers are Sq Ft.

Tier 3 Sites		Camper Site	Gravel Road	Tier 3 Impervious Surfaces	
56	2000			Overflow Parking	9766
57	2025			Shed	513
59	2052			Gravel Surfaces between camp sites	15558
60	2001				25837
61	2005				
62	2002				
63	2194				
64	2193				
66	2020				
67	2006				
68	2002				
69	2001				
70	2000				
71	2000				
77	3391				
78	2935				
79	3539				
80	2013				
81	2016				
82	2000				
83	2000				
84	2000				
85	2001				
86	2001				
91	2059				
92	2005				
93	2010				
94	2019				
95	2825				
96	2115				
	65430		15876		
Tier 4 Area				Tier 4 Area	180747 W/ ROW 137354 W/O ROW
Tier 4 Sites		Camper Site	Gravel Road	Tier 4 Impervious Surfaces	
72	2079			Overflow Parking	1453
73	2038			Gravel Access Road	0
74	2956				1453
75	2251				
76	2680				
	12004				
			0		

PLANNED UNIT DEVELOPMENT
ELYSIAN TOWNSHIP, LE SUEUR COUNTY, MINNESOTA

**BOLTON & MENK**

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

FOR: BEAVER DAM RESORT

Concerns

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

Good afternoon,

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

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

Thanks for addressing my concerns.

[REDACTED]

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

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

The Planning Commission recommends your action on the following items:

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

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

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

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

ACTION: ITEM #1: _____

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

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

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

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

ACTION: ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR SIGNATURE: _____

ITEM # 1 FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Joseph Martin, County Administrator

DATE: _____

ITEM # 2 FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Joseph Martin, County Administrator

DATE: _____

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

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

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

OTHERS PRESENT: NONE

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

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

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

4. **Applications:**

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

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

Justin Gartner was present for the applicants.

Brad O'Malley presented the PowerPoint presentation.

INITIAL COMMENTS FROM THE APPLICANT:

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

INITIAL QUESTIONS FROM THE PLANNING COMMISSION:

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

PUBLIC CORRESPONDENCE: NONE

PUBLIC COMMENTS:

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

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

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

ADDITIONAL PUBLIC COMMENTS: NONE

PLANNING COMMISSION DISCUSSION: NONE

FINDINGS:

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

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

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

Second by TINA KING.

MOTION APPROVED (4-0). MOTION CARRIED.

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

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

Andy Buysse was present for the applicants.

Aaron Stubbs presented the PowerPoint presentation.

INITIAL COMMENTS FROM THE APPLICANT:

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

INITIAL QUESTIONS FROM THE PLANNING COMMISSION: NONE

PUBLIC CORRESPONDENCE:

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

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

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

PUBLIC COMMENTS:

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

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

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

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

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

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

ADDITIONAL PUBLIC COMMENTS: NONE

PLANNING COMMISSION DISCUSSION: NONE

FINDINGS:

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

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

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

Second by MIKE ROCHE.

MOTION APPROVED (4-0). MOTION CARRIED.

ITEM #3: LE SUEUR COUNTY COMPREHENSIVE PLAN:

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

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

Aaron Stubbs represented the County for this proposal.

INITIAL COMMENTS FROM THE APPLICANT:

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

INITIAL QUESTIONS FROM THE PLANNING COMMISSION: NONE

PUBLIC CORRESPONDENCE: NONE

PUBLIC COMMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Second by MIKE ROCHE.

MOTION SPLIT (2-2). MOTION FAILED.

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

THIS MOTION DID NOT RECEIVE A SECOND.

MOTION FAILED.

FOLLOW-UP QUESTIONS AND COMMENTS FROM THE PLANNING COMMISSION:

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

ADDITIONAL PUBLIC COMMENTS:

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

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

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

PLANNING COMMISSION DISCUSSION: NONE

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

Second by MIKE ROCHE.

MOTION APPROVED (4-0). MOTION CARRIED.

5. P.C. Discussion Items:

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

6. Warrants/Claim-signatures:

7. Adjournment:

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

Second by **TINA KING**.

MOTION APPROVED (4-0). MOTION CARRIED.

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

Respectfully submitted,

Aaron Stubbs

SEPTIC UPGRADE LOAN PROGRAM ADMINISTRATION PLAN FOR COMMERCIAL PROPERTIES

Project Description

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

Eligible Projects

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

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

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

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

Income Requirement - ~~none~~ None.

Terms of the Loan

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

Interest Rate – ~~5~~ 7%

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

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

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

Loan Pre-Approval

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

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

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

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

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

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

Application:

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

Final Loan Approval

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

Installation Requirements

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

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

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

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

Funding Source, Disbursement and Longevity

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

Administrative Fee Disposition

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

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

Disbursement

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

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

SEPTIC UPGRADE LOAN PROGRAM ADMINISTRATION PLAN FOR RESIDENTIAL PROPERTIES

Project Description

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

Eligible Projects

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

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

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

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

Income Requirement - None.

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

Terms of the Loan

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

Or

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

Interest Rate – ~~4~~6%

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

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

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

Loan Pre-Approval

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

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

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

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

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

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

Application

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

Final Loan Approval

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

Installation Requirements

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

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

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

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

Funding Source, Disbursement and Longevity

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

Administrative Fee Disposition

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

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

Disbursement

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

Revision Date: XX/2026

- f. The period of the assessment.

Administrative Plan Amendment

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



design | build | repair | replace

1/20/2026

PROPOSAL #: 12909

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

Dear Mr. McMillian:

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

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

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

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

Sincerely,

**Andrew Cole
Project Manager
Schwickert's Tecta America, LLC**

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

SCHWICKERT TECTA AMERICA'S SOLUTIONS DESIGNED TO ADDRESS YOUR NEEDS

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

SCOPE OF WORK: SUMMARY

Replacement of the Aeon RTU#1

HVAC:

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

Electrical:

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

Assumptions

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

PRE- & POST-CONSTRUCTION SPECIFICATIONS

Project Preparation:

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

330 Poplar Street
Mankato, MN 56001
507.387.3101

204 Schuman Drive NW
Stewartville, MN 55976
507.281.0611

8600 West 125th Street
Savage, MN 55378
612.284.4233

1841 E 1450 Road
Lawrence, KS 66044
913.674.4445

- Furnish proposed construction scheduled, if needed.

Project completion

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

Post-job procedures:

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

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

GENERAL NOTES AND QUALIFICATIONS

Clarifications:

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

Additional Exclusions:

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

Employee Professionalism:

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

Permits:

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

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Safe & Clean Work Environment:

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

Warranty:

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

CONTRACT

Base Bid: \$95,497.00

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

This proposal has been prepared and submitted by Andrew Cole.

SUBMITTED BY
SCHWICKERT’S TECTA AMERICA, LLC

ACCEPTED BY
Le Sueur County

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #:12909

PRE-LIEN NOTICE OF PRIME CONTRACTOR

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

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

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

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

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

RECEIPT

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

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

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

**ACCEPTED BY
OWNER**

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #: 12909

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913.674.4445

SPECIAL TERMS AND CONDITIONS

Dated _____ between _____ and Schwickert's Tecta America LLC

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

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

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

DUTIES AND RESPONSIBILITIES OF OWNER

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

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

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

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

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

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

ARBITRATION, ACCEPTANCE AND EXECUTION

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

RECEIPT

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

SUBMITTED BY
SCHWICKERT'S TECTA AMERICA, LLC

ACCEPTED BY
OWNER

SIGNATURE

Andrew Cole

Project Manager

1/20/2026

SIGNATURE

NAME

POSITION

DATE

PROPOSAL #: 12909



●Refrigeration ●HVAC ●Plumbing ●Process Piping ●Service

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

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

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

New unit Aeon M#RNA-009-B

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

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

Scope of Work:

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

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

Exclusions:

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

Total Project Estimation: \$93,350.00

Labor \$3,500.00

Materials \$68,825.00

Subcontractors \$16794.00

Expires on: 2/14/2026

Warranty:

Our Warranty is (1) year parts.

Customer Signature: _____

Date: _____

Contractor Signature: *Phillip Wolfe*

Date: 1/12/2026

Terms and Conditions:

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

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

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

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

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

STATE OF MINNESOTA
LE SUEUR COUNTY, DRAINAGE AUTHORITY FOR LE SUEUR COUNTY DITCH 58

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 (103E.227) and use of drainage system as outlet for lake management purposes (103E.401)
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Petitioner, Minnesota Department of Natural Resources (DNR), alleges and petitions as follows:

1. Pursuant to Public Waters Work Permit 2020-2536, the State authorized Le Sueur County (the County) to reconstruct the existing outlet control structure from Lake Henry in Le Sueur County, Minnesota to CD 58.
2. The prior structure provided a fixed outlet elevation of known hydraulic efficiency.
3. The prior structure was in a failing condition. Concurrent with its authorization, the State request the County to add elevation control to the new outlet structure along with safety features and channel excavation from the new structure to the open water portion of Lake Henry ("Project").
4. The Project is intended to allow water level management, improve water quality and aquatic habitat, and improve public recreational opportunities – ecological services deemed by both the State and County to be beneficial to Lake Henry, the surrounding community, and the State.
5. The prior outlet structure was established and constructed as part of CD 58.
6. The new structure was designed to replicate the function of the prior structure when all stop-logs are installed, and outlet control is maintained at elevation 1024.87' (NAVD 88).
7. Removal of stop logs for the purpose of lake level management will alter the function of the structure as an established part of CD 58.
8. The State and County desire to establish the authority and responsibility for long-term operation and maintenance of the Project and implementation of the Henry Lake Management Plan to include active lake level management and periodic, though infrequent, drawdown of Lake Henry.
9. Subject to the interest of CD 58, the outlet structure is currently administered and maintained by the County.

10. Statutes section 103E.227 requires a petition for the modification of a public drainage system, including impoundment, diversion, and re-alignment, for beneficial public and private interests.
11. Statutes section 103E.401 requires authorization to use a public drainage system as an outlet for beneficial drainage from lands or property interests not assessed for benefits for the public drainage system.
12. Authorization to use a public drainage system as an outlet for beneficial drainage or to modify such use to increase capacity demand on the public drainage system requires consideration of the capacity of the drainage system.
13. By this petition the DNR seeks review of its proposed use of CD 58 as an outlet for lake management purposes – as use not previously contemplated by the establishment of CD 58; authorization to modify CD 58 by removing stop logs in the new outlet structure pursuant to the Management Plan; and authorization to use CD 58 as an outlet for lake management purposes.
14. Attached to this petition are the following supporting documents:
 - a. Lake Henry Lake Management Plan
 - b. Design Plan and Outlet Analysis for Lake Henry Outlet Structure
15. Pursuant to the Joint Powers Agreement between the DNR and County, the DNR requests waiver of costs in the proceedings.
16. Pursuant to Minn. Stat. § 103E.227, subd. 2(b), a bond is not required because this petition is filed by the DNR, a state agency.

Minnesota Department of Natural
Resources

Date: _____, 2025

Signature: _____

Cheryl Kelley-Dobie
Assistant Director, LAM

To: Le Sueur County Drainage Authority

From: Bailey Bocchino, PE

Date: January 9, 2026

Subject: Recommendations for Modifications of Hydraulic Control on Le Sueur County Ditch 58 (Lake Henry Outlet)

INTRODUCTION

The Minnesota Department of Natural Resources (DNR) has petitioned to modify the Lake Henry outlet structure to allow for drawdown for shallow lake vegetation management. The project includes addition of safety features and channel excavation from the structure to the open water portion of Lake Henry. Originally, the outlet structure was established and constructed as part of CD 58 in 1955. In 2020, the DNR approached Le Sueur County due to failures being present at the structure. The DNR had interest in including variable crest drawdown structure for shallow lake management and requested that it be considered as an alternative to static crest structure replacement. The drainage authority considered both alternatives and associated costs. The drainage authority approved variable crest structure replacement, and it was installed 2021. At the time, a Lake Management Plan or Joint Powers Agreement had not been developed, therefore, the structure was not to be modified to alter water levels. Additional features were needed to be added to operate the structure such as safety features and excavation of the channel to the open water portion of Lake Henry. The DNR contracted with Duck's Unlimited (DU) to complete the design and construction plans for the project. The DNR submitted petition to complete this work and developed a Lake Management Plan as well as Joint Powers Agreement for the structure. ISG has been ordered by the drainage authority to review the DNR/DU design, construction plans, Lake Management Plan, and Joint Powers Agreement and provide any recommendations.

HISTORY

Originally, the outlet structure was established and constructed as part of CD 58 in 1955. In a major repair that took place in 1984, the structure at Lake Henry was replaced. In 2020, the DNR requested site investigation and repair to the structure to Le Sueur County due to its condition at the time. The outlet pipe had detached from the concrete structure. The CMP outlet pipe was also rusted, bent, and crushed in some locations. Due to the state of the outlet pipe, water had rerouted overland creating a sink hole and eroded channel through the field crossing which acted as impoundment for the outlet structure's outlet pipe. The state of the outlet structure at the time created safety concern as well as risk of failure to the outlet structure.

ISG developed concept options for the drainage authority to consider for repairs to the structure. Two concepts were considered. Option 1 included a replacement of the structure to the same hydraulic configuration and size of the existing structure, which was a static crest, 6'x6' concrete drop structure with 36-inch outlet pipe. This followed repair statute through 103E with replacement to the As-constructed or Subsequently Improved Condition (ACSIC). The second option was requested to be considered by the DNR which was similar design, but allowed for variable crest drawdown. There was some concerns with additional costs associated with variable crest design from the drainage authority. After careful consideration, the drainage authority approved variable crest design, but only implemented critical structural components to the structure at the time, knowing a second phase would need to be developed to add additional safety features and excavate channel between the structure and the open water portions of Lake Henry to allow for drawdown. Until a Lake Management Plan and Joint Powers Agreement was developed, the drawdown features were not to be utilized. The costs of the structure were paid for by system landowners and costs that went above and beyond to implement the variable crest drawdown structure were paid for by the county gravel tax. The structure was installed in 2021 by Rehneit Excavating, LLC of Kasota, Minnesota. The final contract price for construction of the structure was \$56,220.40.

Memorandum

Le Sueur County Ditch No. 58 – Lake Henry

The logo for ISG (Infrastructure Systems Group) is located in the top right corner. It consists of the letters "ISG" in a white, sans-serif font, centered within a dark gray square.

ASSESSMENT OF PROPOSED PROJECT

ISG was provided the following documents for review:

- Lake Henry Enhancement construction plans dated 10-03-2025
- Lake Henry Management Plan dated 1-16-2025
- Lake Henry Design Report dated 4-24-2026
- Joint Powers Agreement (unexecuted)

The review focused on process, potential flooding or drainage impacts to benefited landowners, future maintenance concerns, and cost or life-cycle savings resulting from the proposed modifications to the drainage system. Below is an outline of the review.

The project does not propose to change the outlet elevation utilizing the structure installed in 2021. The full-service runout elevation is 1024.87 (NAVD 88) and the function of the structure is not expected to change from its current condition. The Lake Management Plan does not allow drawdown during high water conditions and includes notification process to respond to localized flooding during active drawdown periods.

The project will include excavation of 771 linear feet of channel from the structure to open water portions of Lake Henry. The proposed channel is a 10-foot wide bottom with 2:1 side slopes. The maximum cut depth for the channel is 7.2-feet. Upon excavation of the channel, the stop logs may be lowered with full drawdown elevation at 1019.20 (NAVD 88), 5.7-feet lower than full-service runout elevation. Riprap will be placed around the structure. A handrail and locking mechanism for the stop logs is proposed to be bolted to the existing structure for safety and anti-tampering purposes. Erosion control blankets and seeding restoration are planned for areas around the structure that will be disturbed during construction.

Three drawdown scenarios are outlined in the lake management plan. The drawdowns have various timings of when to begin the drawdown and the duration of the drawdown. Beginning of drawdown will depend on water levels targeting timing for when water levels are low. Scenarios also consider fish populations targeting winter drawdown to help control undesirable fish such as carp and bullheads. The duration of drawdowns under outlined scenarios is between 8 months to 1.5-years. The estimated time for the lake to refill and return to normal water conditions is estimated to be 1.5-years under typical weather conditions. Drawdowns will not occur for longer than two consecutive years as defined under Minnesota Rules. The drawdown will be a 0.5-foot increments to reduce hydraulic impacts downstream and provide stability to lake channel and drainage system outlet channel.

At least two of listed conditions outlined in the Lake Management Plan must be met in order for the drawdowns to take place. The criteria focuses on water clarity data, water quality data, abundance of submerged aquatic plants, and fish populations present in the lake. Flooding criteria are not considered.

At least 5-days notice will be provided to Le Sueur County prior to drawdown. Le Sueur County should notify DNR wildlife during localized flooding during active draw down period. DNR will respond to the event by reducing or stopping outlet flows until conditions improve.

The Joint Powers Agreement outlines responsibilities for the DNR and Le Sueur County. Below outlines cost considerations and future maintenance responsibilities for the project and in the future. The DNR is responsible for costs associated with completing this project, operation and maintenance associated with water level management and drawdowns, and operation and maintenance of the project including cleaning vegetation and debris from the outlet structure and inlet channel cleanout to facilitate drawdown. The county will continue to own the structure and therefore provide capital maintenance of the project including major repairs or replacement of the structure to maintain full-service runout elevation, provide right to access through ditch right of way beginning at Le Sueur County Road 15, and maintain CD 58 immediately downstream of the water control structure.

Memorandum

Le Sueur County Ditch No. 58 – Lake Henry

The logo for ISG, consisting of the letters "ISG" in a white, sans-serif font inside a dark gray square.

RECOMMENDATIONS

Below outlines the following recommendations for the project based on the review:

DNR/DU plans may want to consider including a J-hook tool to remove stop logs and stop log storage box to store them on site when removed. These features were not included in the 2021 structure construction.

The Joint Powers Agreement and Lake Management Plan indicate written notice through email to the ditch inspector 5-days prior to drawdown. The County may want to consider internal county notification processes and recommend notification of 10 to 15 days to allow for any appropriate landowner notifications, if desired.

The legal ditch for CD 58 extends approximately 245 linear feet from the structure into Lake Henry. The petition did not include abandonment as part of the project, and it's assumed that this portion of the channel will remain public ditch. The drainage authority maintains authority under 103E for this part of the public ditch channel. This overlaps for part of proposed excavation channel.

As-built documentation of the structure and outlet modification should be provided to Le Sueur County upon completion of construction to save in the ditch record to serve as the As-Constructed or Subsequently Improved Condition (ACSIC). The as built conditions of the channel will serve as the ACSIC for the channel.

Please feel free to contact me at 952.426.0699 or a Bailey.Bocchino@ISGInc.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Bailey Bocchino".

Bailey Bocchino, PE
Civil Engineer

**Lake Henry Management Plan
Public Water No. 40-104 (40010400)
Le Sueur County
January 16, 2025**



Prepared By:

Tim Koppelman
MN DNR Assistant Area Wildlife Manager
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General Lake Information

- **Location:** Le Sueur County, Minnesota
- **Township:** 109, 110 Range: 25 Section: 3, 27, 34, 35
- **Size:** 360 acres
- **Migratory Waterfowl Feeding & Resting Area:** Restricts motorized watercraft during waterfowl season.
- **Shoreline:** 3 miles of shoreline in a predominately agricultural landscape.
- **Access:** A DNR public access is located 3.5 miles south of Cleveland on County Rd 15.
- **Watershed Area:** 835 acres
- **Watershed Ratio:** approximately 2:1
- **Inlets:** None, surface runoff and/or agricultural tile only.
- **Watershed Land Use:** Primarily row crop agriculture.
- **Maximum Depth:** ~6.5 feet
- **Average Depth:** ~4.0 to 5.0 feet
- **Lake Outlet:** Dog Creek/County Ditch #58 on the west side of the lake.
- **Lake Runout Elevation:** 1024.8 (NAVD 88)
- **Ordinary High-Water Level (OHWL):** 1026.0 (NAVD 88)
- **Proposed Drawdown Elevation:** 1019.2 (NAVD 88)
- **Approximate Lake Bottom Elevation:** 1018.0 (NAVD 88)
- **Survey Datum Note:** add 0.167' to convert from NGVD 29 to NAVD 88 datum.
- **Reference Materials:** DNR Hydrographic Reports (1972, 2002), DNR Shallow Lake Surveys (2003, 2015, 2022).

The Minnesota Department of Natural Resources (DNR) wishes to manage Lake Henry pursuant of M.S. 97A.101. Lake Henry is a shallow lake with a public access and therefore fits the priorities identified in the DNR's Shallow Lakes Program Plan. A new lake outlet capable of temporary water level drawdown was constructed by Le Sueur County in 2020 as part of County Ditch #58. This proposal would include completion of the new outlet to allow utilization of temporary drawdowns as a lake management tool, including 1) channel excavation from the open water portion of Lake Henry to the new water control structure, and 2) addition of a catwalk with handrail to safely manage and access stop-logs from the new water control structure. DNR is also working concurrently with Le Sueur County as the County Ditch #58 ditch authority to establish long-term operation and maintenance responsibilities through a Joint Powers Agreement (JPA).

Water Quality

There have been three wildlife lake surveys conducted on Lake Henry since 2003 by DNR staff, as well as periodic Minnesota Pollution Control Agency (MPCA) Clean Water Legacy Monitoring since 2013. Through these monitoring efforts we have collected water samples and water clarity data to measure the relative water quality over time. MPCA water quality standards for shallow lakes in this area (North Central Hardwood Forest Ecoregion) have impairment thresholds of 60 ppb total phosphorus (TP, nutrient loading), 20 ppb chlorophyll-*a* (Chl-*a*, algae concentration) and a 3.3' Secchi depth (water clarity). Although this is only a limited 2-year dataset, Table 1 indicates the average amount of TP and Chl-*a* from Lake Henry is well above the MPCA impairment threshold.

Table 1. MPCA Clean Water Legacy monitoring for Lake Henry based on data collected between May and October 2013 to 2014 (Source: MPCA).

Parameter	Average of all summer samples	Number of samples
Chlorophyll- <i>a</i> (ppb) <i>20 ppb threshold</i>	155	8
Total Phosphorus (ppb) <i>60 ppb threshold</i>	353	8

As shown in Table 2, long-term TP monitoring by DNR and MPCA has fluctuated over time, with only one documented occurrence below the impairment threshold (May 2013). Notable increases in TP concentrations can typically be seen later in summer due to abundant curly-leaf pondweed in Lake Henry. This submersed plant is a dominant non-native species that begins growing in February under lake ice, and in doing so ties up nutrients that would otherwise be available in the water column (hence lower TP in water samples). This species completes its life cycle and dies off by mid-summer, releasing nutrients as it decays resulting in excessive algae blooms in late summer.

Table 2. Total Phosphorous (TP) ppb from all Lake Henry water samples collected 2003 to 2022 (Source: DNR, MPCA).

Date	8/8 2003	6/20 2007	7/23 2007	5/14 2013	6/13 2013	7/19 2013	8/20 2013	9/17 2013	5/13 2014	6/18 2014	7/28 2014	8/20 2014	9/18 2014	8/6 2015	9/7 2022
TP (ppb)	339	418	768	30	71	421	469	425	114	160	536	451	287	375	310

The Trophic State Index (TSI) shown in Figure 1 is a number that summarizes a lake's overall nutrient richness. Nutrient richness ranges from clear lakes that are low in nutrients (oligotrophic) to green lakes with very high nutrient levels (hypereutrophic). The same parameters for MPCA water quality standards contribute to the TSI rating (TP, Chl-*a*, and water clarity), with Lake Henry having an overall TSI rating of 77.

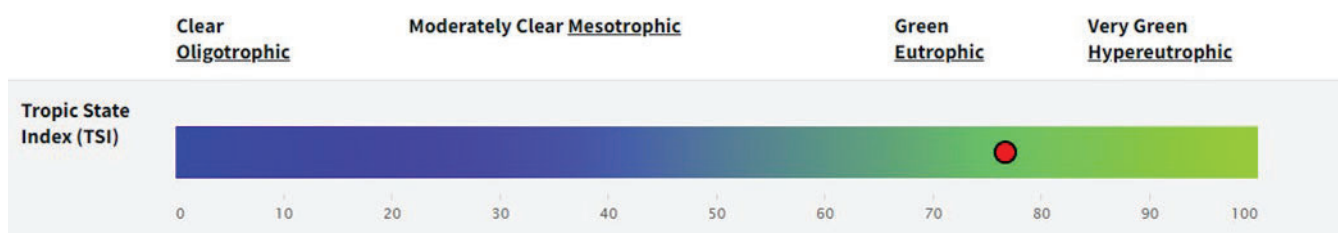


Figure 1. TSI for Henry Lake based on data collected between June and September 2008 to 2017 (source: MPCA).

Sampling has documented poor water quality, so Lake Henry is listed as impaired by the MPCA. Managing Lake Henry following the guidelines of this management plan will result in improvements in water quality (lower TP and Chl-*a* along with increased water clarity). Monitoring of similar projects has shown that these improvements will not exacerbate any existing impairment and may result in additional water quality improvements downstream. One objective of this project plan is to de-list Lake Henry as an Impaired Water.

Fish and Wildlife Habitat

Lake Henry is a designated Migratory Waterfowl Feeding and Resting Area (MWFRA). This designation restricts use of motor-propelled watercraft during the open waterfowl season. MWFRA's were first authorized by the state legislature in 1969 (M.S. 97A.095 subd. 2) to protect waterfowl from disturbance during the fall migration period, with lakes being nominated by a petition process through local conservation groups.

Habitat conditions on Lake Henry have been consistently poor without adequate food resources, nesting, and brood cover for waterfowl. There is minimal upland nesting cover available in the watershed due to intensive agriculture and prolonged high water has limited growth of emergent vegetation in the basin. Lake Henry still serves as a migration stopover site for waterfowl and provides other wildlife with adequate habitat conditions during portions of the year when the lake is less turbid, but the quality of this habitat has been greatly reduced and degraded over time.

The 2003 Shallow Lake survey noted most of the submersed vegetation was distributed in the north end of the basin. The remainder of the basin was not heavily vegetated. Emergent vegetation (hybrid cattail) was limited to one point on the west side of the lake, and algae was abundant across the lake. The survey noted vegetation presence at over 50% of sample stations, however, the lake lacked species diversity.

The 2015 Shallow Lake survey noted cattails on the west and north sides of the lake while the east and south sides of the lake were wooded along the shoreline. The water clarity was poor, with a Secchi reading around 1.5 ft. The lake was described as green in color from the free-floating algae. The submersed vegetation found was usually sparse with curly-leaf pondweed being the predominant submersed plant species observed.

The 2022 Shallow Lake survey documented a continued decline in water clarity, quality, and habitat conditions. Water was green with algae and clarity was very low. All but one sample point had Secchi readings of 0.25 ft., with one remaining outlier of 0.50 ft. No submersed vegetation was detected at any survey point. Table 3 shows a decline in native aquatic vegetation over the three surveys.

Lack of aquatic plants and low water clarity indicates poor shallow lake habitat for fish and wildlife. Aquatic vegetation is important in shallow lakes for several reasons:

1. Plants help maintain clear water by stabilizing lake sediments preventing wind and waves from stirring them up which causes turbid water.
2. Aquatic plants use nutrients from the water column reducing what would otherwise be available to algae.
3. Waterfowl and other wildlife eat submersed aquatic plants. For example, ducks eat the seeds, tubers and rhizomes of sago pondweed. In addition, this vegetation provides habitat for aquatic invertebrates (small insects and other organisms) that are an important protein source for waterfowl.
4. These aquatic insects eat algae, which aids in improving water clarity; emergent vegetation, such as bulrush, provides breeding and nesting cover for waterfowl and other wildlife. Many non-game species of birds (grebes, rails, terns) also nest in stands of emergent vegetation and are dependent on them for food and cover.

Table 3. Presence/percentage of submersed aquatic vegetation observed throughout fish and wildlife lake surveys for Lake Henry during 2003-2022:

Submersed Vegetation	2003 Survey	2015 Survey	2022 Survey
Flat-stem Pondweed	36.9%	-	-
Sago Pondweed	6.8%	18.8%	-
Bushy Pondweeds/Naiads	23.3%	14.5%	-
Narrow-leaf Pondweed	3.9%	-	-
Curly-leaf Pondweed	12.6%	31.9%	-
Canada Waterweed	-	21.7%	-
No Vegetation Observed	46.6%	36.2%	100%

Wildlife Use

Wildlife use information for Lake Henry has been collected during various Wildlife Lake Surveys. Wildlife use is directly related to the aquatic vegetation present. Furbearer (muskrat, mink, beaver, and otter) and waterfowl use are good indicators of a healthy shallow lake.

The 2003 Shallow Lake Survey noted limited waterfowl use that included 13 wood ducks; other species included double-crested cormorants (7), American white pelican (1), common tern (1), herring gulls (30), and great blue herons (2). There was not a good population of amphipods (freshwater shrimp) observed.

The 2015 Shallow Lake Survey documented additional waterfowl species, including: mallards (33, with 2 broods totaling 13 ducklings), wood ducks (12), blue-winged teal (6), American coots (6), and juvenile common mergansers (25). Other wildlife observations included: American white pelicans (15), double-crested cormorants (9), great blue herons (2), Forster's terns (13), bald eagle (1), red-necked grebes (2), green herons (3), and ring-billed gulls (2).

The 2022 Shallow Lake Survey again noted limited waterfowl use, including: wood ducks (10), mallards (5), unidentified ducks (7), and Canada goose (1). Other wildlife utilization included cormorants (18), American white pelicans (17), ring-billed gulls (7), great blue herons (3), green herons (2), sora (1), bald eagle (1), and belted kingfisher (1).

Fishery

A DNR Fisheries survey assessment occurred on Lake Henry in August 2000, the first and only formal documentation of the fish community in this lake. Black bullhead were found to be abundant (331 per gill net, 137 per trap net) and larger than most other area lakes with many fish in the 8 to 10 inch range. A few yellow perch were also documented (20 per gill net, 1.2 per trap net), averaging about 7 inches long, and one bluegill was captured. Other species observed informally over the years include walleye, common carp, and fathead minnows. The lake has been used extensively by commercial bait dealers when minnow populations are abundant. Populations of carp, bullheads, and fathead minnows damage the health of shallow lakes. These fish species have negative impacts on invertebrate populations, water clarity and aquatic plants. The presence of these fish also increases the internal nutrient cycling in a basin contributing to poor water quality.

Complete or partial winter fish kills occur occasionally on Lake Henry, with a DNR Fisheries goal of providing boom-and-bust angling opportunities following winterkill events. The current operation plan includes stocking walleye fry annually in the spring for local rearing when conditions permit and harvesting as fingerlings in the fall for other area lakes. Almost all fishing activity on Lake Henry occurs over winter during boom walleye years from carryover fish, with little to no activity outside of the winter months. The Migratory Waterfowl Feeding and Resting Area remains in effect during years of increased fishing opportunities.

Predator game fish management in Lake Henry will be considered a complimentary management tool with the purpose of prolonging the positive effects of winterkill and/or managed drawdown and to help maintain clear water conditions. Any future walleye rearing efforts or lake stocking plans (including all fish species) will be coordinated and agreed upon between Area Fisheries and Wildlife Managers. Lake Henry will continue to be managed as a boom-and-bust fishery, and winter lake aeration will not be considered as part of the Lake Henry management plan.

The newly replaced variable crest water control structure will enable managers to promote more frequent winterkill events through temporary water level drawdown when/if Lake Henry becomes dominated by fish species such as carp, black bullhead, and fathead minnows (see *Management Actions* below).

Management Goals and Objectives

Goal: Improve lake habitat and water quality conditions by reducing undesirable fish populations and stimulating the growth of submersed and emergent aquatic vegetation, thereby resulting in a healthy shallow lake system providing quality fish and wildlife habitat.

- **Objective 1:** Provide the ability to manage water levels to enhance lake habitat and water quality.
- **Objective 2:** Implement initial temporary water level drawdown.
- **Objective 3:** Improve and maintain high quality shallow lake habitat conditions and water quality through periodic water level drawdown and fish management.
- **Objective 4:** Promote best management practices (BMP's) within the watershed and encourage healthy habitat complexes including both wetland and grassland areas around Lake Henry.

Proposed Management Actions to Achieve Objectives

Action 1a: Obtain legal authority to temporarily and periodically lower water levels.

Collaborate with local citizens, lakeshore property owners, Le Sueur County, and DNR staff to obtain the legal authority (Minnesota Statute 97A.101) to conduct periodic, temporary, water level drawdowns on Lake Henry per an approved comprehensive management plan.

Action 1b: Coordinate with partners to complete construction on the Lake Henry outlet structure.

A new lake outlet structure was constructed in 2020 by Le Sueur County after the former outlet failed. The new outlet structure consists of a 6' x 6' concrete drop inlet box connected to a 36" reinforced concrete pipe (RCP) that outlets through a field crossing and into County Ditch #58 which is an open County ditch. A physical barrier screen was added over the top of the concrete box for safety and under most conditions will also serve to prevent undesirable fish passage into Lake Henry from downstream.

Under this management plan, DNR wildlife staff will conduct water level management in response to biotic and abiotic conditions, such as those outlined in the "*Management Thresholds*" section below. The inlet side of the concrete box consists of a 36" bay with removable aluminum stop logs that will allow for periodic temporary water level drawdown. The removal of stop logs will allow the water level to be lowered by up to 5.3 feet to an elevation of 1019.2' (NAVD 88). The managed full-service elevation will remain at 1024.8' (NAVD 88), matching the replaced outlet and having similar hydraulic capacity. Completion of the outlet project by DNR in partnership with Ducks Unlimited will include channel excavation from the open water portion of Lake Henry to the new water control structure, along with the addition of a catwalk with handrail to manage and access stop logs in the structure.

Action 2: Conduct an initial temporary drawdown to encourage the growth of aquatic plant species and create conditions favorable for a winter fish kill.

A lake drawdown is the temporary lowering of lake water levels by gradually removing stoplogs from a variable crest weir at the lake outlet. Drawdowns are used to mimic natural droughts, which occur less frequently than in the past. Shallow lake ecosystems are adapted to periods of low water or drought, but often deteriorate during periods of high water or absence of drought. Drawdowns are an effective tool used to manage shallow lakes and wetlands for improved fish and wildlife habitat and water quality.

Drawdowns on shallow lake basins enhance the abundance and diversity of aquatic vegetation. Bottom sediments hold a large, viable seed bank from the aquatic plants that historically grew there. However, most species of emergent aquatic vegetation require a period of drying before their seeds will germinate. Additionally, drawdowns help consolidate bottom sediments and accelerate decomposition of organic material, which can provide a more suitable substrate for aquatic plant growth. Drawdowns also are used to reduce or manage the fish community within a basin. These conditions (i.e., dense beds of aquatic vegetation and a reduced population of rough fish) should improve water quality and clarity, increase aquatic invertebrate abundance within the basin, and provide sufficient habitat resources for a variety of wildlife species.

Important Legal Considerations: *A drawdown is a temporary lowering of a lake's water level. The DNR will return Lake Henry water level to the normal managed pool elevation following a temporary drawdown. Drawdowns would not, and could not, be done at times that would cause any downstream flooding damage to private property or roads (M.R. 6115).*

Constructing, replacing, or manipulating outlet structures on public water resources requires a permit from the DNR Division of Ecological and Water Resources (EWR). The Section of Wildlife will work with EWR staff to meet all permit requirements as written in M.R. Chapter 6115. All drawdown efforts will be contingent on existing habitat quality, precipitation patterns, and downstream flooding conditions. Downstream water level conditions will be monitored prior to initiating a temporary drawdown, and the lake would not, and could not, be drawn down during periods when the area is experiencing flooding or a high-water event. Minnesota Rules (Chapter 6115.0221) does not allow drawdowns to adversely affect downstream properties. If the area is experiencing heavy rainfall or high flows, drawdown efforts will be slowed or stopped until downstream channels can handle the additional flow. The normal full-service elevation on Lake Henry is not being changed and the proposed structure can be controlled to the appropriate full-service elevation; therefore, upstream and/or downstream landowners should not be adversely impacted by the results of this project. Any fluctuations in water levels once the basin is at, or above, the appropriate full-service elevation is dictated by influences within the watershed such as localized precipitation events.

Following completion of the new water control structure and associated inlet channel, the DNR will implement a drawdown to the maximum extent possible as soon as conditions allow per the guidelines of this plan. The new water control structure will have a bottom at, or very near, the bottom of the proposed lake outlet channel, however, the DNR does not anticipate being able to remove all water from Lake Henry due to limitations of the outlet channel and natural lake bathymetry. It is estimated that there will be a 20-30 acre pool, with around 1 foot of water or less under a full drawdown scenario. The deepest area of the lake is in the south-central portion, approximately 0.5 miles from the outlet channel.

Drawdown scenario #1: A drawdown would likely begin in late summer/early fall (typically August) when surface runoff and downstream water levels are relatively low. In this scenario drawdown would extend through the first winter to maximize the potential for winter fish kill. The lake would remain in drawdown through the following growing season and extend through a second winter to allow for consolidation of bottom sediments and to establish emergent vegetation. Stoplogs would be replaced immediately the following spring to allow for a gradual refill. In this scenario water levels would be artificially drawn down for approximately 1.5 years through two winters and one growing season.

Drawdown scenario #2: A separate scenario could include initiating drawdown immediately in the spring, if possible, due to low runoff and favorable downstream conditions in County Ditch #58. The size of Lake Henry should allow for an adequate growing season drawdown; achieving the same vegetation response and fish kill

listed above, but this scenario is less likely to occur with normal spring conditions. Following this seasonal drawdown option, stoplogs could be replaced in the fall or immediately the following spring for refill. In this scenario water levels would be drawn down for around 1 year.

Drawdown scenario #3: A winter drawdown could be pursued to help control undesirable fish (e.g. carp and bullheads). If fish assemblages begin to favor undesirable fish species DNR staff may propose a winter drawdown to help promote a winter fish kill. In this scenario water levels would begin to be lowered in August to the extent possible into winter, and then water levels will be restored as possible the following spring. A spring fish stocking plan will follow to help restructure the fish community in Lake Henry. In this scenario water levels would be drawn down for around 8-9 months.

Because of the small watershed of Lake Henry (ratio 2:1), the amount of time required to refill the lake following a complete drawdown is a concern, particularly during periods of below-average precipitation. With average conditions, the length of time required to refill Lake Henry is approximately 1.5 years. However, this time may be extended if a dry weather pattern occurs after the stoplogs are returned to the weir. One benefit of small watersheds is post-drawdown effects tend to last much longer (water quality and habitat conditions), with a much lower frequency of subsequent management actions needed such as those outlined under “*Action 3*” below.

Managed drawdowns will not occur for longer than two consecutive years as defined in M.R. 6115.0271, Subp. C, item 4. Typically, a one growing season drawdown is sufficient to achieve desired objectives pending unforeseen conditions and/or weather patterns. A growing season is defined as May – August.

Ongoing and Long-Term Procedures and Management Thresholds

Shallow lake conditions are not static, so additional management will be needed to maintain acceptable water quality and habitat conditions over time. The DNR recommends the following procedures to maintain improvements attained through initial actions.

Action 3: Conduct additional drawdowns below the normal runout elevation to maintain or attain water quality standards, fish community, and habitat objectives, as indicated in this plan.

The decision to initiate any drawdown will be based on the condition of the lake, along with upstream and downstream water levels. Prior to and following all drawdowns, DNR will monitor water clarity, water quality, plant abundance, plant diversity, fish presence and wildlife use. The frequency of drawdowns will be adjusted as needed and may be conducted when lake conditions deteriorate such that at least two of the following criteria are met:

- Average summer Secchi disk reading from June - September falls below 3.3 feet;
- Average summer total phosphorous levels from June - September exceeds MPCA’s impairment threshold of 60 ppb;
- Average summer chlorophyll-*a* levels from June - September exceeds MPCA’s impairment threshold of 20 ppb;
- Submersed aquatic plants cover less than 60% of the lake using present-day systematic point sample stations;
- Undesirable fish are present at densities high enough to affect water quality and habitat conditions.

Desired Outcomes – Full Drawdown

- Average summer Secchi disk reading from June - September exceeds 3.3 feet;

- Average summer total phosphorous and chlorophyll-*a* levels from June – September meets MPCA standards;
- Submersed aquatic plants cover at least 80% of the lake using present-day systematic point sample stations.

The primary intent of a drawdown is to expose lakebed and/or increase likelihood of fish winterkill. However, DNR personnel should also consider existing habitat conditions, migration patterns, and the needs of game and nongame species to limit unintended impacts when determining the drawdown timeline. For example, if pursuing late-season drawdown (Oct. /Nov.), the DNR should consider providing a shallow pool area as refuge for hibernating reptiles and amphibians. When refilling a basin after a drawdown, DNR personnel should consider the impact that changing water levels might have on wildlife and the flow to downstream areas. At the conclusion of each drawdown period, stop logs will be replaced gradually. This will allow the basin to slowly refill which will prevent damage to newly established aquatic vegetation and maintain some intermittent flow downstream to help preserve stream and channel functions.

Partial Drawdowns

Occasional partial drawdowns that maintain waterfowl habitat and water quality may reduce the need for more costly and time-consuming full drawdowns. This would be an intermediate management action and beneficial tool to extend the effects of a full drawdown. A partial drawdown could be initiated over winter or during the growing season depending on management needs. Populations of undesirable fish should be nearly eliminated after a full drawdown but they will eventually re-establish. A partial winter drawdown increases the likelihood and severity of a natural winterkill event. In a partial drawdown scenario water levels are lowered to the point where ice would form to the bottom or very near the bottom of the shallow lake, eliminating refuge areas for fish. Partial drawdown could also be used to increase light penetration to the lake bottom in an effort to promote submersed aquatic plant growth. Additionally, partial drawdowns would expose a portion of the bottom substrate stimulating germination of emergent plants around the lake fringe. A partial drawdown would only be used to remove up to 3.0-3.5 feet of water and would not be extended past one year.

Partial drawdowns will be considered when at least two of the following criteria are met:

- Summer Secchi disk readings decrease dramatically over summer by more than 1.5 feet;
- Submersed aquatic plants are found at < 80% of the lake-wide point sample stations;
- Undesirable fish population contains 60% or more relative biomass (weight of carp and bullheads in combined gillnets and trap-nets);
- Predator fish (e.g., walleye, northern pike, etc.) relative biomass constitutes 20% or less of the fish population.

Drawdown Notification and Reporting:

Prior to commencing any drawdown, the Area Wildlife Manager will notify the DNR Area Hydrologist and Le Sueur County. Notification will be provided at least 5 days in advance of commencing drawdown. During drawdowns, water level measurements will be recorded regularly (weekly water level monitoring is advised). Water level measurements will also be recorded during non-management periods as possible (annual inspection and monitoring is recommended). A summary report of the water level readings will be submitted to the DNR Area Hydrologist upon request.

In the event of localized flooding during an active drawdown period, Le Sueur County or the County Ditch Inspector should notify DNR Wildlife immediately. DNR Wildlife will respond to the event as soon as possible by reducing or stopping outlet flows until conditions improve.

Action 4: Continue to promote conservation efforts and collaborate on watershed projects.

Conservation work within the watershed is an important tool in shallow lake management. The protection of existing habitats and restoration of critical areas are vital to sustaining water quality and habitat. The DNR will continue to support efforts to target conservation programs and land stewardship improvements within the Lake Henry watershed. Opportunities should be utilized to educate citizens about aquatic invasive species and private land conservation practices.

Monitoring

When conditions fall below the outlined thresholds, the proposed management actions will be evaluated and if necessary, implemented. To determine conditions, vegetation can be monitored as needed by conducting shallow lake surveys, using systematic point sampling, calculating aquatic plant distribution and diversity. Water clarity and water quality parameters can be monitored periodically through analysis of water samples. Fish presence can be verified by periodic test netting. Minnesota DNR will install a water level gauge to closely monitor water levels on the basin as well as monitor downstream conditions during any active drawdown phase (stipulated by M.R 6115.0221).

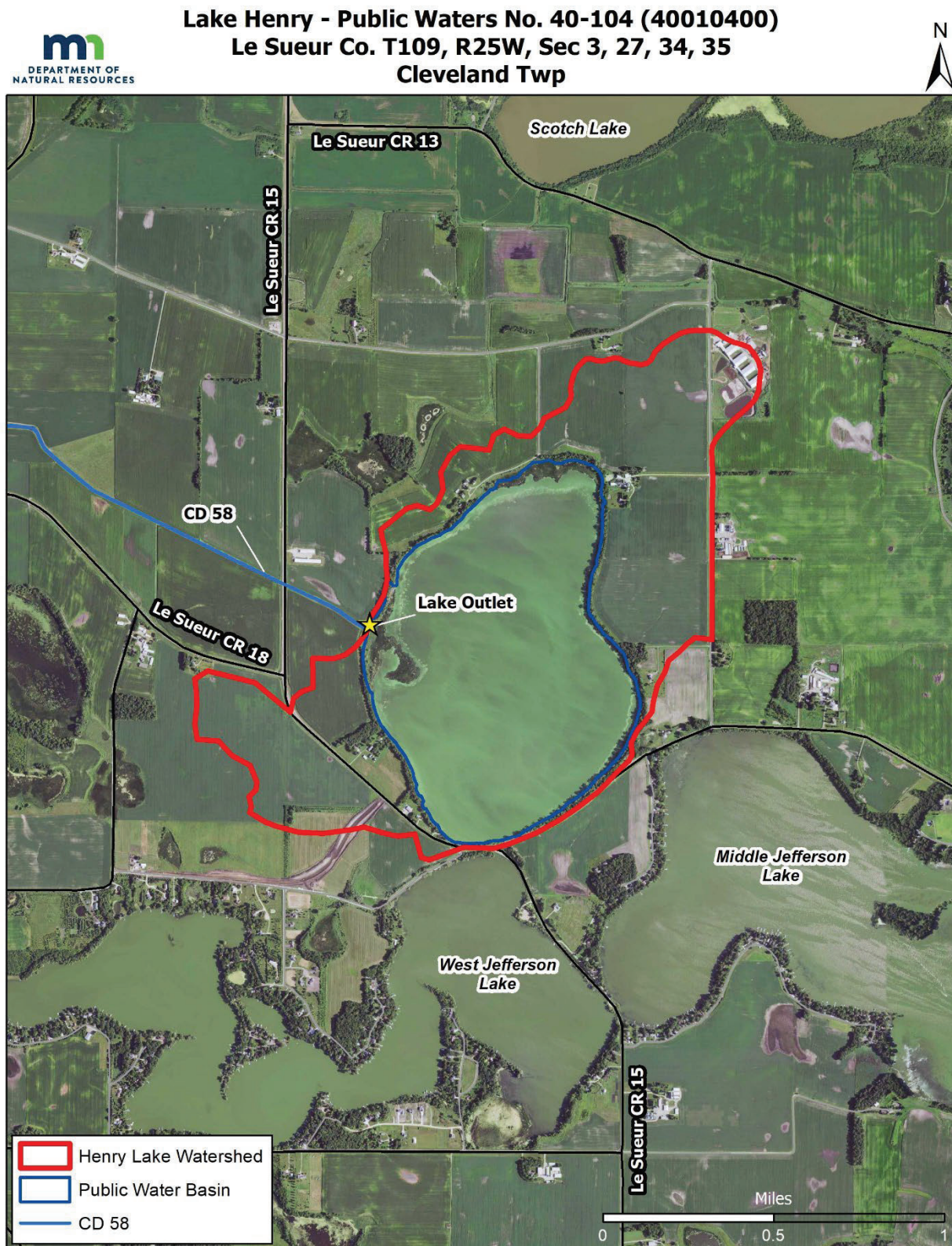
Management Plan Revisions

The management plan may be revisited in the future to assess effectiveness and determine if changes or updates are needed. Landowners and LGU's would be included in the revision process through notification by letter.

Figure 2: Lake Henry Project Overview Map



Figure 3: Lake Henry Watershed Map



Lake Henry, Le Sueur County

DOW #40010400

MANAGEMENT PLAN DATED JANUARY 16, 2025
SIGNATURE/APPROVAL SHEET

Stein H.
Innvaer



Digitally signed by Stein H.
Innvaer
Date: 2025.02.19 16:40:19
-06'00'

Date_____

Area Wildlife Manager, Stein Innvaer

Joseph Stangel



Digitally signed by Joseph
Stangel
Date: 2025.02.20 08:06:19 -06'00'

Date_____

Regional Wildlife Manager, Joseph Stangel

David Trauba



Digitally signed by David Trauba
Date: 2025.02.20 09:47:09
-06'00'

Date_____

Wildlife Section Manager, David Trauba

Date_____

Fish & Wildlife Division Director, Kelly Straka



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 277182

This agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Le Sueur County ("County"), in its capacity as Drainage Authority under statutes chapter 103E for Le Sueur County Ditch (CD) 58. The State and County may hereinafter be referred to individually as "Party, and collectively as the "Parties".

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. Pursuant to Public Waters Work Permit 2020-2536, the State authorized the County to reconstruct a failing outlet structure located on CD 58 which controls water levels on Lake Henry in Le Sueur County. The outlet structure is located on a perpetual easement held by the County. The prior outlet structure on Lake Henry provided a fixed outlet elevation and a designed hydraulic capacity. Concurrent with its authorization, the State requested the County add elevation control (stop-logs) to the new outlet structure and add channel excavation from the new outlet structure to the open water portion of Lake Henry along with safety features that meet OSHA standards (the "Project"). The Project is intended to allow for periodic water level management per an approved comprehensive management plan which will be used to improve water quality and aquatic habitat conditions, as well as improve public recreation. Parties to this agreement believe this project will benefit Lake Henry, the surrounding community, and the State.

The new outlet structure was designed and constructed to replicate the function of the prior structure when all stop-logs are installed. The new structure will maintain an outlet control elevation of 1024.87' (NAVD 88) during normal operation. Removal of stop logs for the purpose of lake level management (temporary drawdown) will alter the function of the structure as an established part of CD 58 and requires an agreement between parties. The State and County wish to establish the authority and responsibility for long-term operation and maintenance of the Project and implement the Lake Henry Management Plan. Subject to the interest of CD 58, the new outlet structure is owned, administered, and maintained by the County. Once appropriate modifications are made to the new outlet structure, and we obtain formal management authority, the State will be responsible for active water level management per the Lake Henry Management Plan.

Agreement

1. Term of Agreement

1.1 Effective Date: Upon execution, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: January 1, 2075, or upon mutual agreement by both parties, this Agreement may be extended by a written amendment.

1.3 Reversion: Upon expiration of this Agreement, or upon termination of this Agreement by the State, the Project shall revert to the County to be administered and maintained as part of CD 58. The Parties agree that upon reversion, the County will maintain the structure and the runout as part of the drainage system but will not perform drawdowns or manipulations of the structure to any elevation other than 1024.87' (NAVD 88).

2. Agreement between the Parties

2.1 State's Responsibilities: The State shall:

- a. Pursue the authority to manage water levels for Henry Lake under Minnesota Statutes § 97A.101. This Agreement is contingent on the State obtaining legal authority to manage water levels.
- b. Pursue the authority to utilize CD 58 as an outlet during drawdown or other active management of water levels in Lake Henry under Minnesota Statutes § 103E.401. This Agreement is contingent on the State obtaining authority to utilize CD 58 as an outlet.
- c. Complete the Project at the approximate location shown on the Map, which is attached to and incorporated into this Agreement as **Exhibit A: Map**. Project bidding, management, and construction management will be carried out by Ducks Unlimited under a separate contract. Completion of the project will include 1) channel excavation from the open water portion of Lake Henry to the new water control structure, and 2) addition of a catwalk with handrail to manage and access stop-logs from the new water control structure.
- d. Ensure safety features that meet OSHA standards are included in all design and construction plans.
- e. Prior to commencing with the Project, obtain all necessary permits and approvals for construction and operation of the Project.
- f. Operate and provide routine maintenance of the Project including cleaning vegetation and debris from the outlet structure and inlet channel cleanout to facilitate drawdown through the end of this Agreement.
- g. Operate the Project in accordance with the most current approved Lake Henry Management Plan. The draft version of the Lake Henry Management Plan is attached and incorporated into this Agreement as **Exhibit B: Lake Henry Management Plan**. Once the management plan is approved following a public lake designation hearing pursuant to Minnesota Statutes § 97A.101, the draft will be replaced with the approved version.
- h. Periodically review the Lake Henry Management Plan in coordination with the County to determine its effectiveness and revise the plan if necessary. Revisions may require a public input process.
- i. Provide the County with 5 days' written notice prior to any drawdown activities. Email notice to the County Ditch Inspector is acceptable.

2.2 County's Responsibilities: The County shall:

- a. Continue to own the outlet structure on Lake Henry as part of CD 58 and provide capital maintenance of the Project including major repairs or replacement as needed to maintain a pool elevation of 1024.87' (NAVD 88).
- b. Consider a petition of the State to utilize CD 58 as an outlet pursuant to Minnesota Statutes § 103E.401; not unreasonably withhold authorization for such utilization; impose only such conditions on utilization of CD 58 as an outlet as are necessary to protect the interests of CD 58 and receiving, downstream waters.
- c. Upon proper proceedings, findings, and an order pursuant to Minnesota Statutes § 103E.401, grant the State or its agents the right to access, operate, maintain and repair the Project. Access to the site will remain through the existing ditch right-of-way, beginning from Le Sueur County Road 15

along the CD 58 buffer to the water control structure.

- d. Maintain CD 58 immediately downstream of the water control structure.

2.3 Joint Responsibilities:

- a. Both the State and County shall have the right of free access to inspect the structure at any time.
- b. Both the State and County shall inspect the water control structure at least annually and after major storms or unusual occurrences or conditions. The inspections are to ensure proper functioning and check for possible damage or deterioration. Inspections may be performed separately or jointly.
- c. Only an authorized agent or employee of the State or an authorized agent or employees of the County may make any alterations to the Project. Both the State and the County must agree to any such alterations.

3. Payment

3.1 No funds are included in this agreement.

3.2 The total obligation of the State under this agreement will not exceed \$0.00.

4. Authorized Representatives

The State's Authorized Representative is Joseph Stangel, joseph.stangel@state.mn.us, Regional Wildlife Manager, 21371 State Highway 15, New Ulm, MN 56073, 507-233-1230, or his successor.

The State's Authorized Project Manager is Tim Koppelman, DNR Area Wildlife Manager, 501 9th St., Nicollet, MN 56074, 507-225-3572, tim.koppelman@state.mn.us, or his successor.

The County's Authorized Representative is Joseph Martin, County Administrator, 88 South Park Avenue, Le Center, MN 56057, 507-357-2251, jmartin@co.le-sueur.mn.us or his successor.

If an Authorized Representative changes at any time during this agreement, the Party shall notify the other Party.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the County, the County's reseller, any third party that has a business relationship with the County, or the County's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the County or the State.

If the County receives a request to release the data referred to in this clause, the County must immediately notify and consult with the State's Authorized Representative as to how the County should respond to the request. The County's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the County may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other Party.

11. Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the Project shall prevent invasive species from entering into or spreading within the Project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the Project site and after completion of the Project.

If the equipment, vehicles, gear, or clothing arrives at the Project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by operator- furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Wildlife Area Manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

12. Pollinator Habitat Enhancement

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found on the DNR's website under [MN Pollinator Resources](#).

13. Exhibits

The following Exhibits are attached and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Agreement, and then in the following order:

Exhibit A: Map

Exhibit B: Lake Henry Management Plan

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Sacia Matheson

Signature: Sacia Matheson

B6A89D0BFC244A6...

Title: Contracts Officer Date: September 26, 2025

SWIFT Contract No. 277182

2. Le Sueur County

Print Name: Joseph Martin

Signature: _____

Title: County Administrator Date: _____

3. Department of Natural Resources

With delegated authority

Print Name: David Trauba

Signature: _____

Title: Wildlife Section Manager Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

Le Sueur County -
Henry Lake Project JPA
T110N R25W Section 34



Exhibit A: Map



 Henry Lake Basin

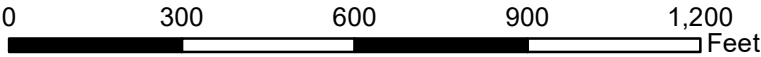


Exhibit B: Lake Henry Management Plan

**Lake Henry Management Plan
Public Water No. 40-104 (40010400)
Le Sueur County
January 16, 2025**



Prepared By:

Tim Koppelman
MN DNR Assistant Area Wildlife Manager
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Phone: (507) 386-3920
Email: tim.koppelman@state.mn.us

Craig Soupier
MN DNR Area Fisheries Supervisor
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Email: craig.soupier@state.mn.us

Steve Kittelson
MN DNR Wildlife Lake Specialist
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Phone: (507) 578-8891
Email: steve.kittelson@state.mn.us

Josh Kavanagh
MN DNR Wildlife Lake Specialist
398 Sibley Park Road NE, New London, MN 56273
Phone: (320) 347-7634
Email: joshua.kavanagh@state.mn.us

General Lake Information

- **Location:** Le Sueur County, Minnesota
- **Township:** 109, 110 Range: 25 Section: 3, 27, 34, 35
- **Size:** 360 acres
- **Migratory Waterfowl Feeding & Resting Area:** Restricts motorized watercraft during waterfowl season.
- **Shoreline:** 3 miles of shoreline in a predominately agricultural landscape.
- **Access:** A DNR public access is located 3.5 miles south of Cleveland on County Rd 15.
- **Watershed Area:** 835 acres
- **Watershed Ratio:** approximately 2:1
- **Inlets:** None, surface runoff and/or agricultural tile only.
- **Watershed Land Use:** Primarily row crop agriculture.
- **Maximum Depth:** ~6.5 feet
- **Average Depth:** ~4.0 to 5.0 feet
- **Lake Outlet:** Dog Creek/County Ditch #58 on the west side of the lake.
- **Lake Runout Elevation:** 1024.8 (NAVD 88)
- **Ordinary High-Water Level (OHWL):** 1026.0 (NAVD 88)
- **Proposed Drawdown Elevation:** 1019.2 (NAVD 88)
- **Approximate Lake Bottom Elevation:** 1018.0 (NAVD 88)
- **Survey Datum Note:** add 0.167' to convert from NGVD 29 to NAVD 88 datum.
- **Reference Materials:** DNR Hydrographic Reports (1972, 2002), DNR Shallow Lake Surveys (2003, 2015, 2022).

The Minnesota Department of Natural Resources (DNR) wishes to manage Lake Henry pursuant of M.S. 97A.101. Lake Henry is a shallow lake with a public access and therefore fits the priorities identified in the DNR's Shallow Lakes Program Plan. A new lake outlet capable of temporary water level drawdown was constructed by Le Sueur County in 2020 as part of County Ditch #58. This proposal would include completion of the new outlet to allow utilization of temporary drawdowns as a lake management tool, including 1) channel excavation from the open water portion of Lake Henry to the new water control structure, and 2) addition of a catwalk with handrail to safely manage and access stop-logs from the new water control structure. DNR is also working concurrently with Le Sueur County as the County Ditch #58 ditch authority to establish long-term operation and maintenance responsibilities through a Joint Powers Agreement (JPA).

Water Quality

There have been three wildlife lake surveys conducted on Lake Henry since 2003 by DNR staff, as well as periodic Minnesota Pollution Control Agency (MPCA) Clean Water Legacy Monitoring since 2013. Through these monitoring efforts we have collected water samples and water clarity data to measure the relative water quality over time. MPCA water quality standards for shallow lakes in this area (North Central Hardwood Forest Ecoregion) have impairment thresholds of 60 ppb total phosphorus (TP, nutrient loading), 20 ppb chlorophyll-*a* (Chl-*a*, algae concentration) and a 3.3' Secchi depth (water clarity). Although this is only a limited 2-year dataset, Table 1 indicates the average amount of TP and Chl-*a* from Lake Henry is well above the MPCA impairment threshold.

Table 1. MPCA Clean Water Legacy monitoring for Lake Henry based on data collected between May and October 2013 to 2014 (Source: MPCA).

Parameter	Average of all summer samples	Number of samples
Chlorophyll- <i>a</i> (ppb) <i>20 ppb threshold</i>	155	8
Total Phosphorus (ppb) <i>60 ppb threshold</i>	353	8

As shown in Table 2, long-term TP monitoring by DNR and MPCA has fluctuated over time, with only one documented occurrence below the impairment threshold (May 2013). Notable increases in TP concentrations can typically be seen later in summer due to abundant curly-leaf pondweed in Lake Henry. This submersed plant is a dominant non-native species that begins growing in February under lake ice, and in doing so ties up nutrients that would otherwise be available in the water column (hence lower TP in water samples). This species completes its life cycle and dies off by mid-summer, releasing nutrients as it decays resulting in excessive algae blooms in late summer.

Table 2. Total Phosphorous (TP) ppb from all Lake Henry water samples collected 2003 to 2022 (Source: DNR, MPCA).

Date	8/8 2003	6/20 2007	7/23 2007	5/14 2013	6/13 2013	7/19 2013	8/20 2013	9/17 2013	5/13 2014	6/18 2014	7/28 2014	8/20 2014	9/18 2014	8/6 2015	9/7 2022
TP (ppb)	339	418	768	30	71	421	469	425	114	160	536	451	287	375	310

The Trophic State Index (TSI) shown in Figure 1 is a number that summarizes a lake's overall nutrient richness. Nutrient richness ranges from clear lakes that are low in nutrients (oligotrophic) to green lakes with very high nutrient levels (hypereutrophic). The same parameters for MPCA water quality standards contribute to the TSI rating (TP, Chl-*a*, and water clarity), with Lake Henry having an overall TSI rating of 77.

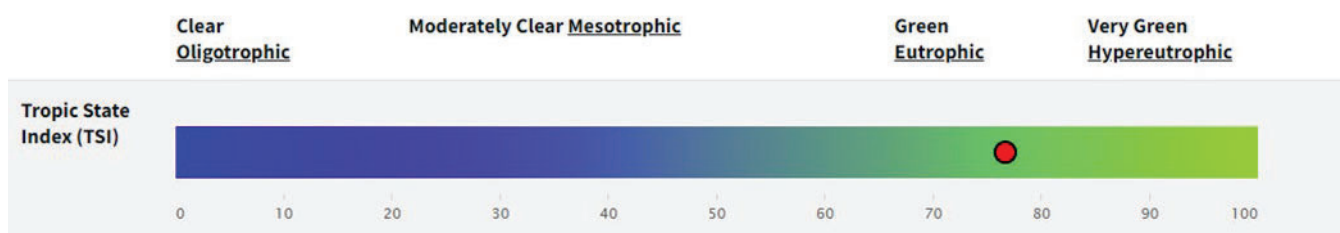


Figure 1. TSI for Henry Lake based on data collected between June and September 2008 to 2017 (source: MPCA).

Sampling has documented poor water quality, so Lake Henry is listed as impaired by the MPCA. Managing Lake Henry following the guidelines of this management plan will result in improvements in water quality (lower TP and Chl-*a* along with increased water clarity). Monitoring of similar projects has shown that these improvements will not exacerbate any existing impairment and may result in additional water quality improvements downstream. One objective of this project plan is to de-list Lake Henry as an Impaired Water.

Fish and Wildlife Habitat

Lake Henry is a designated Migratory Waterfowl Feeding and Resting Area (MWFRA). This designation restricts use of motor-propelled watercraft during the open waterfowl season. MWFRA's were first authorized by the state legislature in 1969 (M.S. 97A.095 subd. 2) to protect waterfowl from disturbance during the fall migration period, with lakes being nominated by a petition process through local conservation groups.

Habitat conditions on Lake Henry have been consistently poor without adequate food resources, nesting, and brood cover for waterfowl. There is minimal upland nesting cover available in the watershed due to intensive agriculture and prolonged high water has limited growth of emergent vegetation in the basin. Lake Henry still serves as a migration stopover site for waterfowl and provides other wildlife with adequate habitat conditions during portions of the year when the lake is less turbid, but the quality of this habitat has been greatly reduced and degraded over time.

The 2003 Shallow Lake survey noted most of the submersed vegetation was distributed in the north end of the basin. The remainder of the basin was not heavily vegetated. Emergent vegetation (hybrid cattail) was limited to one point on the west side of the lake, and algae was abundant across the lake. The survey noted vegetation presence at over 50% of sample stations, however, the lake lacked species diversity.

The 2015 Shallow Lake survey noted cattails on the west and north sides of the lake while the east and south sides of the lake were wooded along the shoreline. The water clarity was poor, with a Secchi reading around 1.5 ft. The lake was described as green in color from the free-floating algae. The submersed vegetation found was usually sparse with curly-leaf pondweed being the predominant submersed plant species observed.

The 2022 Shallow Lake survey documented a continued decline in water clarity, quality, and habitat conditions. Water was green with algae and clarity was very low. All but one sample point had Secchi readings of 0.25 ft., with one remaining outlier of 0.50 ft. No submersed vegetation was detected at any survey point. Table 3 shows a decline in native aquatic vegetation over the three surveys.

Lack of aquatic plants and low water clarity indicates poor shallow lake habitat for fish and wildlife. Aquatic vegetation is important in shallow lakes for several reasons:

1. Plants help maintain clear water by stabilizing lake sediments preventing wind and waves from stirring them up which causes turbid water.
2. Aquatic plants use nutrients from the water column reducing what would otherwise be available to algae.
3. Waterfowl and other wildlife eat submersed aquatic plants. For example, ducks eat the seeds, tubers and rhizomes of sago pondweed. In addition, this vegetation provides habitat for aquatic invertebrates (small insects and other organisms) that are an important protein source for waterfowl.
4. These aquatic insects eat algae, which aids in improving water clarity; emergent vegetation, such as bulrush, provides breeding and nesting cover for waterfowl and other wildlife. Many non-game species of birds (grebes, rails, terns) also nest in stands of emergent vegetation and are dependent on them for food and cover.

Table 3. Presence/percentage of submersed aquatic vegetation observed throughout fish and wildlife lake surveys for Lake Henry during 2003-2022:

Submersed Vegetation	2003 Survey	2015 Survey	2022 Survey
Flat-stem Pondweed	36.9%	-	-
Sago Pondweed	6.8%	18.8%	-
Bushy Pondweeds/Naiads	23.3%	14.5%	-
Narrow-leaf Pondweed	3.9%	-	-
Curly-leaf Pondweed	12.6%	31.9%	-
Canada Waterweed	-	21.7%	-
No Vegetation Observed	46.6%	36.2%	100%

Wildlife Use

Wildlife use information for Lake Henry has been collected during various Wildlife Lake Surveys. Wildlife use is directly related to the aquatic vegetation present. Furbearer (muskrat, mink, beaver, and otter) and waterfowl use are good indicators of a healthy shallow lake.

The 2003 Shallow Lake Survey noted limited waterfowl use that included 13 wood ducks; other species included double-crested cormorants (7), American white pelican (1), common tern (1), herring gulls (30), and great blue herons (2). There was not a good population of amphipods (freshwater shrimp) observed.

The 2015 Shallow Lake Survey documented additional waterfowl species, including: mallards (33, with 2 broods totaling 13 ducklings), wood ducks (12), blue-winged teal (6), American coots (6), and juvenile common mergansers (25). Other wildlife observations included: American white pelicans (15), double-crested cormorants (9), great blue herons (2), Forster's terns (13), bald eagle (1), red-necked grebes (2), green herons (3), and ring-billed gulls (2).

The 2022 Shallow Lake Survey again noted limited waterfowl use, including: wood ducks (10), mallards (5), unidentified ducks (7), and Canada goose (1). Other wildlife utilization included cormorants (18), American white pelicans (17), ring-billed gulls (7), great blue herons (3), green herons (2), sora (1), bald eagle (1), and belted kingfisher (1).

Fishery

A DNR Fisheries survey assessment occurred on Lake Henry in August 2000, the first and only formal documentation of the fish community in this lake. Black bullhead were found to be abundant (331 per gill net, 137 per trap net) and larger than most other area lakes with many fish in the 8 to 10 inch range. A few yellow perch were also documented (20 per gill net, 1.2 per trap net), averaging about 7 inches long, and one bluegill was captured. Other species observed informally over the years include walleye, common carp, and fathead minnows. The lake has been used extensively by commercial bait dealers when minnow populations are abundant. Populations of carp, bullheads, and fathead minnows damage the health of shallow lakes. These fish species have negative impacts on invertebrate populations, water clarity and aquatic plants. The presence of these fish also increases the internal nutrient cycling in a basin contributing to poor water quality.

Complete or partial winter fish kills occur occasionally on Lake Henry, with a DNR Fisheries goal of providing boom-and-bust angling opportunities following winterkill events. The current operation plan includes stocking walleye fry annually in the spring for local rearing when conditions permit and harvesting as fingerlings in the fall for other area lakes. Almost all fishing activity on Lake Henry occurs over winter during boom walleye years from carryover fish, with little to no activity outside of the winter months. The Migratory Waterfowl Feeding and Resting Area remains in effect during years of increased fishing opportunities.

Predator game fish management in Lake Henry will be considered a complimentary management tool with the purpose of prolonging the positive effects of winterkill and/or managed drawdown and to help maintain clear water conditions. Any future walleye rearing efforts or lake stocking plans (including all fish species) will be coordinated and agreed upon between Area Fisheries and Wildlife Managers. Lake Henry will continue to be managed as a boom-and-bust fishery, and winter lake aeration will not be considered as part of the Lake Henry management plan.

The newly replaced variable crest water control structure will enable managers to promote more frequent winterkill events through temporary water level drawdown when/if Lake Henry becomes dominated by fish species such as carp, black bullhead, and fathead minnows (see *Management Actions* below).

Management Goals and Objectives

Goal: Improve lake habitat and water quality conditions by reducing undesirable fish populations and stimulating the growth of submersed and emergent aquatic vegetation, thereby resulting in a healthy shallow lake system providing quality fish and wildlife habitat.

- **Objective 1:** Provide the ability to manage water levels to enhance lake habitat and water quality.
- **Objective 2:** Implement initial temporary water level drawdown.
- **Objective 3:** Improve and maintain high quality shallow lake habitat conditions and water quality through periodic water level drawdown and fish management.
- **Objective 4:** Promote best management practices (BMP's) within the watershed and encourage healthy habitat complexes including both wetland and grassland areas around Lake Henry.

Proposed Management Actions to Achieve Objectives

Action 1a: Obtain legal authority to temporarily and periodically lower water levels.

Collaborate with local citizens, lakeshore property owners, Le Sueur County, and DNR staff to obtain the legal authority (Minnesota Statute 97A.101) to conduct periodic, temporary, water level drawdowns on Lake Henry per an approved comprehensive management plan.

Action 1b: Coordinate with partners to complete construction on the Lake Henry outlet structure.

A new lake outlet structure was constructed in 2020 by Le Sueur County after the former outlet failed. The new outlet structure consists of a 6' x 6' concrete drop inlet box connected to a 36" reinforced concrete pipe (RCP) that outlets through a field crossing and into County Ditch #58 which is an open County ditch. A physical barrier screen was added over the top of the concrete box for safety and under most conditions will also serve to prevent undesirable fish passage into Lake Henry from downstream.

Under this management plan, DNR wildlife staff will conduct water level management in response to biotic and abiotic conditions, such as those outlined in the "*Management Thresholds*" section below. The inlet side of the concrete box consists of a 36" bay with removable aluminum stop logs that will allow for periodic temporary water level drawdown. The removal of stop logs will allow the water level to be lowered by up to 5.3 feet to an elevation of 1019.2' (NAVD 88). The managed full-service elevation will remain at 1024.8' (NAVD 88), matching the replaced outlet and having similar hydraulic capacity. Completion of the outlet project by DNR in partnership with Ducks Unlimited will include channel excavation from the open water portion of Lake Henry to the new water control structure, along with the addition of a catwalk with handrail to manage and access stop logs in the structure.

Action 2: Conduct an initial temporary drawdown to encourage the growth of aquatic plant species and create conditions favorable for a winter fish kill.

A lake drawdown is the temporary lowering of lake water levels by gradually removing stoplogs from a variable crest weir at the lake outlet. Drawdowns are used to mimic natural droughts, which occur less frequently than in the past. Shallow lake ecosystems are adapted to periods of low water or drought, but often deteriorate during periods of high water or absence of drought. Drawdowns are an effective tool used to manage shallow lakes and wetlands for improved fish and wildlife habitat and water quality.

Drawdowns on shallow lake basins enhance the abundance and diversity of aquatic vegetation. Bottom sediments hold a large, viable seed bank from the aquatic plants that historically grew there. However, most species of emergent aquatic vegetation require a period of drying before their seeds will germinate. Additionally, drawdowns help consolidate bottom sediments and accelerate decomposition of organic material, which can provide a more suitable substrate for aquatic plant growth. Drawdowns also are used to reduce or manage the fish community within a basin. These conditions (i.e., dense beds of aquatic vegetation and a reduced population of rough fish) should improve water quality and clarity, increase aquatic invertebrate abundance within the basin, and provide sufficient habitat resources for a variety of wildlife species.

Important Legal Considerations: *A drawdown is a temporary lowering of a lake's water level. The DNR will return Lake Henry water level to the normal managed pool elevation following a temporary drawdown. Drawdowns would not, and could not, be done at times that would cause any downstream flooding damage to private property or roads (M.R. 6115).*

Constructing, replacing, or manipulating outlet structures on public water resources requires a permit from the DNR Division of Ecological and Water Resources (EWR). The Section of Wildlife will work with EWR staff to meet all permit requirements as written in M.R. Chapter 6115. All drawdown efforts will be contingent on existing habitat quality, precipitation patterns, and downstream flooding conditions. Downstream water level conditions will be monitored prior to initiating a temporary drawdown, and the lake would not, and could not, be drawn down during periods when the area is experiencing flooding or a high-water event. Minnesota Rules (Chapter 6115.0221) does not allow drawdowns to adversely affect downstream properties. If the area is experiencing heavy rainfall or high flows, drawdown efforts will be slowed or stopped until downstream channels can handle the additional flow. The normal full-service elevation on Lake Henry is not being changed and the proposed structure can be controlled to the appropriate full-service elevation; therefore, upstream and/or downstream landowners should not be adversely impacted by the results of this project. Any fluctuations in water levels once the basin is at, or above, the appropriate full-service elevation is dictated by influences within the watershed such as localized precipitation events.

Following completion of the new water control structure and associated inlet channel, the DNR will implement a drawdown to the maximum extent possible as soon as conditions allow per the guidelines of this plan. The new water control structure will have a bottom at, or very near, the bottom of the proposed lake outlet channel, however, the DNR does not anticipate being able to remove all water from Lake Henry due to limitations of the outlet channel and natural lake bathymetry. It is estimated that there will be a 20-30 acre pool, with around 1 foot of water or less under a full drawdown scenario. The deepest area of the lake is in the south-central portion, approximately 0.5 miles from the outlet channel.

Drawdown scenario #1: A drawdown would likely begin in late summer/early fall (typically August) when surface runoff and downstream water levels are relatively low. In this scenario drawdown would extend through the first winter to maximize the potential for winter fish kill. The lake would remain in drawdown through the following growing season and extend through a second winter to allow for consolidation of bottom sediments and to establish emergent vegetation. Stoplogs would be replaced immediately the following spring to allow for a gradual refill. In this scenario water levels would be artificially drawn down for approximately 1.5 years through two winters and one growing season.

Drawdown scenario #2: A separate scenario could include initiating drawdown immediately in the spring, if possible, due to low runoff and favorable downstream conditions in County Ditch #58. The size of Lake Henry should allow for an adequate growing season drawdown; achieving the same vegetation response and fish kill

listed above, but this scenario is less likely to occur with normal spring conditions. Following this seasonal drawdown option, stoplogs could be replaced in the fall or immediately the following spring for refill. In this scenario water levels would be drawn down for around 1 year.

Drawdown scenario #3: A winter drawdown could be pursued to help control undesirable fish (e.g. carp and bullheads). If fish assemblages begin to favor undesirable fish species DNR staff may propose a winter drawdown to help promote a winter fish kill. In this scenario water levels would begin to be lowered in August to the extent possible into winter, and then water levels will be restored as possible the following spring. A spring fish stocking plan will follow to help restructure the fish community in Lake Henry. In this scenario water levels would be drawn down for around 8-9 months.

Because of the small watershed of Lake Henry (ratio 2:1), the amount of time required to refill the lake following a complete drawdown is a concern, particularly during periods of below-average precipitation. With average conditions, the length of time required to refill Lake Henry is approximately 1.5 years. However, this time may be extended if a dry weather pattern occurs after the stoplogs are returned to the weir. One benefit of small watersheds is post-drawdown effects tend to last much longer (water quality and habitat conditions), with a much lower frequency of subsequent management actions needed such as those outlined under “*Action 3*” below.

Managed drawdowns will not occur for longer than two consecutive years as defined in M.R. 6115.0271, Subp. C, item 4. Typically, a one growing season drawdown is sufficient to achieve desired objectives pending unforeseen conditions and/or weather patterns. A growing season is defined as May – August.

Ongoing and Long-Term Procedures and Management Thresholds

Shallow lake conditions are not static, so additional management will be needed to maintain acceptable water quality and habitat conditions over time. The DNR recommends the following procedures to maintain improvements attained through initial actions.

Action 3: Conduct additional drawdowns below the normal runout elevation to maintain or attain water quality standards, fish community, and habitat objectives, as indicated in this plan.

The decision to initiate any drawdown will be based on the condition of the lake, along with upstream and downstream water levels. Prior to and following all drawdowns, DNR will monitor water clarity, water quality, plant abundance, plant diversity, fish presence and wildlife use. The frequency of drawdowns will be adjusted as needed and may be conducted when lake conditions deteriorate such that at least two of the following criteria are met:

- Average summer Secchi disk reading from June - September falls below 3.3 feet;
- Average summer total phosphorous levels from June - September exceeds MPCA’s impairment threshold of 60 ppb;
- Average summer chlorophyll-*a* levels from June - September exceeds MPCA’s impairment threshold of 20 ppb;
- Submersed aquatic plants cover less than 60% of the lake using present-day systematic point sample stations;
- Undesirable fish are present at densities high enough to affect water quality and habitat conditions.

Desired Outcomes – Full Drawdown

- Average summer Secchi disk reading from June - September exceeds 3.3 feet;

- Average summer total phosphorous and chlorophyll-*a* levels from June – September meets MPCA standards;
- Submersed aquatic plants cover at least 80% of the lake using present-day systematic point sample stations.

The primary intent of a drawdown is to expose lakebed and/or increase likelihood of fish winterkill. However, DNR personnel should also consider existing habitat conditions, migration patterns, and the needs of game and nongame species to limit unintended impacts when determining the drawdown timeline. For example, if pursuing late-season drawdown (Oct. /Nov.), the DNR should consider providing a shallow pool area as refuge for hibernating reptiles and amphibians. When refilling a basin after a drawdown, DNR personnel should consider the impact that changing water levels might have on wildlife and the flow to downstream areas. At the conclusion of each drawdown period, stop logs will be replaced gradually. This will allow the basin to slowly refill which will prevent damage to newly established aquatic vegetation and maintain some intermittent flow downstream to help preserve stream and channel functions.

Partial Drawdowns

Occasional partial drawdowns that maintain waterfowl habitat and water quality may reduce the need for more costly and time-consuming full drawdowns. This would be an intermediate management action and beneficial tool to extend the effects of a full drawdown. A partial drawdown could be initiated over winter or during the growing season depending on management needs. Populations of undesirable fish should be nearly eliminated after a full drawdown but they will eventually re-establish. A partial winter drawdown increases the likelihood and severity of a natural winterkill event. In a partial drawdown scenario water levels are lowered to the point where ice would form to the bottom or very near the bottom of the shallow lake, eliminating refuge areas for fish. Partial drawdown could also be used to increase light penetration to the lake bottom in an effort to promote submersed aquatic plant growth. Additionally, partial drawdowns would expose a portion of the bottom substrate stimulating germination of emergent plants around the lake fringe. A partial drawdown would only be used to remove up to 3.0-3.5 feet of water and would not be extended past one year.

Partial drawdowns will be considered when at least two of the following criteria are met:

- Summer Secchi disk readings decrease dramatically over summer by more than 1.5 feet;
- Submersed aquatic plants are found at < 80% of the lake-wide point sample stations;
- Undesirable fish population contains 60% or more relative biomass (weight of carp and bullheads in combined gillnets and trap-nets);
- Predator fish (e.g., walleye, northern pike, etc.) relative biomass constitutes 20% or less of the fish population.

Drawdown Notification and Reporting:

Prior to commencing any drawdown, the Area Wildlife Manager will notify the DNR Area Hydrologist and Le Sueur County. Notification will be provided at least 5 days in advance of commencing drawdown. During drawdowns, water level measurements will be recorded regularly (weekly water level monitoring is advised). Water level measurements will also be recorded during non-management periods as possible (annual inspection and monitoring is recommended). A summary report of the water level readings will be submitted to the DNR Area Hydrologist upon request.

In the event of localized flooding during an active drawdown period, Le Sueur County or the County Ditch Inspector should notify DNR Wildlife immediately. DNR Wildlife will respond to the event as soon as possible by reducing or stopping outlet flows until conditions improve.

Action 4: Continue to promote conservation efforts and collaborate on watershed projects.

Conservation work within the watershed is an important tool in shallow lake management. The protection of existing habitats and restoration of critical areas are vital to sustaining water quality and habitat. The DNR will continue to support efforts to target conservation programs and land stewardship improvements within the Lake Henry watershed. Opportunities should be utilized to educate citizens about aquatic invasive species and private land conservation practices.

Monitoring

When conditions fall below the outlined thresholds, the proposed management actions will be evaluated and if necessary, implemented. To determine conditions, vegetation can be monitored as needed by conducting shallow lake surveys, using systematic point sampling, calculating aquatic plant distribution and diversity. Water clarity and water quality parameters can be monitored periodically through analysis of water samples. Fish presence can be verified by periodic test netting. Minnesota DNR will install a water level gauge to closely monitor water levels on the basin as well as monitor downstream conditions during any active drawdown phase (stipulated by M.R 6115.0221).

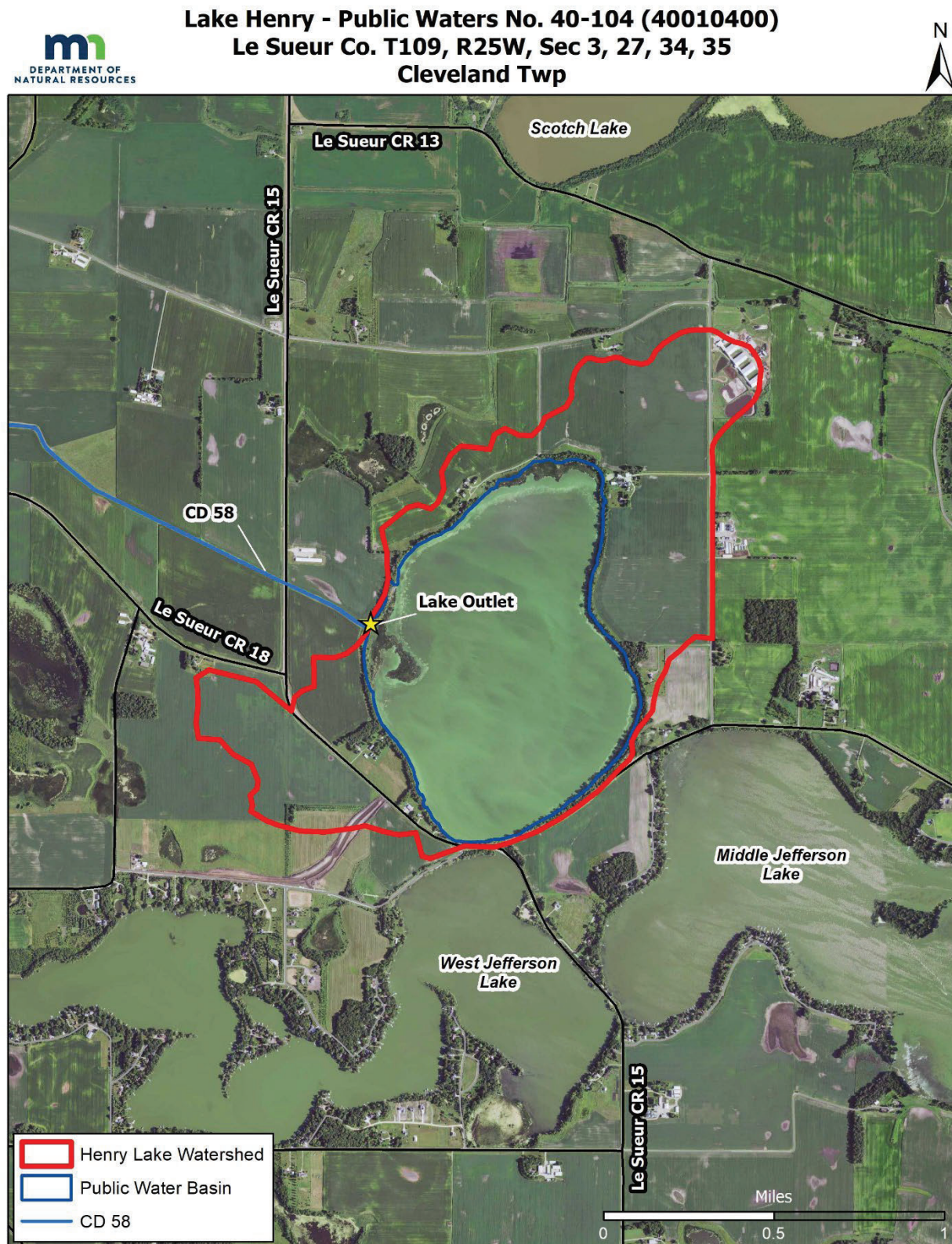
Management Plan Revisions

The management plan may be revisited in the future to assess effectiveness and determine if changes or updates are needed. Landowners and LGU's would be included in the revision process through notification by letter.

Figure 2: Lake Henry Project Overview Map



Figure 3: Lake Henry Watershed Map



Lake Henry, Le Sueur County
DOW #40010400

MANAGEMENT PLAN DATED JANUARY 16, 2025
SIGNATURE/APPROVAL SHEET

Stein H.
Innvaer

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Date_____

Area Wildlife Manager, Stein Innvaer

Joseph Stangel

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Stangel
Date: 2025.02.20 08:06:19 -06'00'

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Regional Wildlife Manager, Joseph Stangel

David Trauba

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Wildlife Section Manager, David Trauba

Date_____

Fish & Wildlife Division Director, Kelly Straka

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 58

The matter of the modification of
hydraulic control on Le Sueur County Ditch (CD)
58 (Lake Henry outlet and
Lake Management Plan)

AGENDA FOR FINAL HEARING

1. Opening of Hearing and Introductions – *Board Chairperson*
2. Purpose of the Hearing – *John Kolb*
3. Record of Notice Requirements – *County Staff*
4. Engineer’s Report – *Bailey Bocchino, ISG*
5. Petitioner’s Presentation – *Department of Natural Resources Staff*
6. Public Comment and Questions – *Board Chairperson*
7. Possible Action by Drainage Authority:
 - a. Continue the hearing for further investigation of the petitioned action.
 - b. If at the hearing it appears from the engineer’s report and other evidence presented that the project will be of a public or private benefit and that it will not impair the utility of the drainage system or deprive affected landowners of its benefit, the drainage authority shall make an order modifying the drainage system, to include the amount, if any, of drainage system funds approved for the project at the discretion of the drainage authority, and issue an order authorizing the project.
 - c. If at the hearing it appears from the engineer’s report and other evidence presented that the project will not be of a public or private benefit or that it will impair the utility of the drainage system or deprive affected landowners of its benefit, the drainage authority shall make an order denying the petition.
 - d. If the modification of the drainage system is authorized and authorized to use CD 58 as an outlet for management practices, the Board may set an outlet charge and future benefits to the State in conjunction with its use of CD 58 as an outlet for management practices on Lake Henry.
8. Adjournment

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 58

The matter of the modification of hydraulic control on Le Sueur County Ditch (CD) 58 (Lake Henry outlet and Lake Management Plan)

**FINDINGS AND ORDER GRANTING PETITION
FOR MODIFICATION OF DRAINAGE
SYSTEM (103E.227) AND USE OF DRAINAGE
SYSTEM AS OUTLET FOR LAKE MANAGEMENT
PURPOSES (103E.401)**

At a duly noticed and public hearing conducted by the Le Sueur County Board of Commissioners, drainage authority for Le Sueur County Ditch 58 ("CD 58"), the Board considered: the petition from the Minnesota Department of Natural Resources to modify the hydraulic control on CD 58 pursuant to Minnesota Statutes, section 103E.227 and use CD 58 as an outlet for lake management purposes pursuant to Statutes, section 103E.401; the engineer's report in the proceedings; and the testimony and other public comment offered during the public hearing. In consideration of the evidence and based on the record and proceedings, Commissioner _____ moved, seconded by Commissioner _____ to adopt the following Findings and Order:

Findings:

1. The Le Sueur County Board of Commissioners is the public drainage authority ("Drainage Authority") for Le Sueur County Ditch 58 ("CD 58").
2. The Minnesota Department of Natural Resources ("DNR") filed a Petition to modify the hydraulic control on CD 58 pursuant to Minnesota Statutes, section 103E.227 and use CD 58 as an outlet for lake management purposes.
3. The DNR filed its petition pursuant to Minnesota Statutes 103E.227 and 103E.401 in the Le Sueur County Auditor's office.
4. Le Sueur CD 58 was originally constructed in 1955.
5. Pursuant to Public Waters Work Permit 2020-2536, the State authorized Le Sueur County (the County) to reconstruct a prior outlet control structure from Lake Henry in Le Sueur County, Minnesota to CD 58.
6. The prior structure provided a fixed outlet elevation of known hydraulic efficiency.
7. The prior structure was in a failing condition. Concurrent with its authorization, the State requested the County to add elevation control to the new outlet structure along

with safety features and channel excavation from the new structure to the open water portion of Lake Henry ("Project").

8. The Project is intended to allow water level management, improve water quality and aquatic habitat, and improve public recreational opportunities – ecological services deemed by both the State and County to be beneficial to Lake Henry, the surrounding community, and the State.
9. The prior outlet structure was established and constructed as part of CD 58.
10. The DNR and County desire to establish the authority and responsibility for the proposed modifications and implementation of the Lake Henry Management Plan to include active lake level management and periodic, though infrequent, draw down of Lake Henry.
11. The new structure was designed to replicate the function of the prior structure when all stop-logs are installed, and outlet control is maintained at elevation 1024.8' (NAVD 88).
12. Removal of stop logs for the purpose of lake level management will alter the function of the structure as an established part of CD 58.
13. Statutes section 103E.227 allows modification of a public drainage system, including impoundment, diversion, and re-alignment, for beneficial public and private interests.
14. Statutes section 103E.401 requires authorization to use a public drainage system as an outlet for beneficial drainage from lands or property interests not subject to assessment on the public drainage system.
15. Authorization to use a public drainage system as an outlet for beneficial drainage or to modify such use to increase capacity demand on the public drainage system requires consideration of the capacity of the drainage system.
16. By its petition, the DNR sought review of its proposed use of CD 58 as an outlet for lake management purposes – a use not previously contemplated by the establishment of CD 58; authorization to modify CD 58 by removing stop logs in the new outlet structure pursuant to the Management Plan; and authorization to use CD 58 as an outlet for lake management purposes.
17. The following supporting documents accompanied the petition and are incorporated into these findings by reference:
 - a. Lake Henry Management Plan
 - b. Design Plan and Outlet Analysis for Lake Henry Outlet Structure

18. Pursuant to the Joint Powers Agreement between the DNR and County, the DNR requested waiver of costs in these proceedings.
19. The petition included maps depicting the location of the existing CD 58 drainage system.>
20. The Drainage Authority met on October 7, 2025, and accepted the Petition. The Drainage Authority also appointed ISG, Inc., as the engineering firm to make and file a report addressing the decision criteria in sections 103E.227 and 103E.401, including its analysis of cost or life-cycle savings, if any, to the drainage system resulting from the proposed modification of the drainage system.
21. Bailey Bocchino filed a report of findings with the Drainage Authority dated January 9, 2026, containing her investigation of findings regarding the effect of the proposed Project on CD 58.
22. The Drainage Authority set a public hearing for February 3, 2026, for review of the engineer's report of findings and directed the Auditor to provide at least 10 days' advance notice, by mail, of the time and location of the hearing to the Petitioner, political subdivisions, and owners of property likely to be affected by the proposed modification and notice by mail and publication to all owners benefitted by CD 58 regarding the outlet proceedings.
23. Following notice, the Drainage Authority held a public hearing on February 3, 2026, at 10:00 a.m. at the Le Sueur County Government Center, 88 South Park Avenue, Le Center, Minnesota. At the public hearing, Engineer Bocchino presented the proposed project in the Petition and presented a summary of the findings and conclusions in her engineer's report.
24. The engineer described the proposed modifications to the CD 58 drainage system, which the Drainage Authority adopts and incorporates into these findings:
25. Representatives of the DNR were present at the hearing and provided a summary of the project, project objectives, funding, construction process, project timeline and future management.
26. DNR representatives answered questions regarding <>.
27. During the public hearing, the Chair called for comments from the public and all comments submitted were taken and made part of the record of proceedings on file with the Drainage Authority. No comments were made at the public hearing that cast substantive doubt on the findings in Engineer Bocchino's report or raised any reason why the Drainage Authority should not proceed with approving the Petition.

28. Minnesota Statutes, section 103E.227, subdivision 4 requires the petitioners or drainage authority to obtain all required permits and all necessary rights-of-way and flowage easements from owners of land to be affected by an impoundment, reroute, and diversion petition before installing or constructing a project.
29. Based on the record of proceedings before it, the Drainage Authority finds that the proposed modification as described herein will be of public and private benefit by providing new wildlife habitat, and improving water quality.
30. Based on the record of proceedings before it, the Drainage Authority finds that the proposed modification as described in these Findings and Order will not impair the utility of the CD 58 public drainage system or deprive other landowners of its benefit.
31. Based on the record of proceedings before it, the Drainage Authority finds that CD 58 is not immediately impacted by the proposed action, but will, in the future, be affected by manipulation of the outlet structure for management of water levels in Lake Henry.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for CD 58, hereby orders as follows:

- A. That the Petition of the Minnesota Department of Natural Resources is granted subject to all conditions stated in this Order.
- B. The original drainage system records shall be modified to reflect the portion of the drainage system modified in these proceedings as described in the project concept plans and engineer's report of findings.
- C. Le Sueur County will be notified prior to any water level management activity and may visit/inspect the outlet structure at any time. Le Sueur County will maintain sole responsibility over CD 58. The DNR and Le Sueur County intend to work cooperatively on this project including future management efforts in a manner consistent with the Joint Powers Agreement.
- D. Petitioner shall protect the outlet for the project and are prohibited from modifying or allowing any outlet to be modified in any way that would adversely impact lands upstream in the drainage system.
- E. This Order is contingent upon the following additional conditions:
 - a. Final plans and specifications must be approved by Engineer Bocchino and Drainage Authority staff. An operations and maintenance plan for the outlet

structure that includes proposed frequency and magnitude of proposed water level management or manipulation must be provided to the Drainage Authority prior to implementing any management activities.

- b. No outlet charge or future benefits value are assessed as all costs and obligations relate to CD 58 and the State for management of Lake Henry are addressed in the Joint Powers Agreement.
- c. Following construction, Petitioner shall have record drawings showing the as-constructed condition of the modification and project prepared and submitted to the Drainage Authority staff.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were __ yeas, __ nays, __ absent, and __ abstentions as follows:

	Yea	Nay	Absent	Abstain
TIETZ	☐	☐	☐	☐
KING	☐	☐	☐	☐
O'KEEFE	☐	☐	☐	☐
ROHLFING	☐	☐	☐	☐
PREISLER	☐	☐	☐	☐

Upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Dated: _____, 2026

Danny O'Keefe, Chairperson

* * * * *

I, Danielle Ongie, Le Sueur County Auditor-Treasurer, do hereby certify that I have compared the above motion; Findings and Order with the original thereof as the same appears of record and on file with the Le Sueur County Board of Commissioners and find the same to be a true and correct transcript thereof. The above Order was filed with me, Le Sueur County Auditor-Treasurer on _____, 2026.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2026.

Danielle Ongie

DRAFT

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 58

The matter of the modification of hydraulic control on Le Sueur County Ditch (CD) 58 (Lake Henry outlet and Lake Management Plan)

BOARD DELIBERATION GUIDE

The Minnesota Department of Natural Resources petitioned the Le Sueur County Board of Commissioners, seated as the drainage authority for Le Sueur County Ditch 58 ("CD 58"), to modify the hydraulic control on CD 58 and use CD 58 as an outlet for lake management purposes.

The Board's decision on the petition is based on the following standards found in Minnesota Statutes, section 103E.227 and section 103E.401:

Minn. Stat. § 103E.227 states: "If at the hearing it appears from the engineer's report and other evidence presented that the project will be of a public or private benefit and that it will not impair the utility of the drainage system or deprive affected landowners of its benefit, the drainage authority shall make an order modifying the drainage system, to include the amount, if any, of drainage system funds approved for the project at the discretion of the drainage authority, and issue an order authorizing the project."

Minn. Stat. § 103E.401 states: a public or private drainage system that drains property not assessed for benefits for the established drainage system may not be constructed to use the established drainage system as an outlet without obtaining express authority from the drainage authority.

For the proposed modification, based on the engineer's report and other evidence presented, will the action proposed:

- a. be of a public or private benefit?
- b. impair the utility of the drainage system?
- c. deprive affected landowners of the drainage system's benefit?

And for use of CD 58 as an outlet, the drainage authority must consider the capacity of the outlet drainage system. If the drainage authority determines that the outlet drainage system possesses sufficient capacity for the additional drainage, it may authorize the outlet. As part of its order authorizing the outlet, the drainage authority may set conditions on the use. However, in the case of this proceeding, the obligations of the parties, financial and otherwise, are covered in a Joint Powers Agreement and management plan executed between the parties and on file with the drainage authority.

It is staff's recommendation that the petition to modify the hydraulic control on CD 58 and use CD 58 as an outlet for lake management purposes be granted.

Decision Standard

103E.227: If the Board finds that the action will be of a public or private benefit and that the answers to the remaining questions are "No", then the Board will make an order modifying the drainage system as requested in the petition.

103E.401: The Board's decision on the petition is based on the standards found in statutes sections 103E.401. The drainage authority shall consider its engineer's report and all evidence offered. If the drainage authority determines that CD 58 possesses capacity to carry the additional drainage and that the additional drainage will not damage the system or existing properties thereon, it may authorize the use of the drainage system as an outlet.

As with any drainage proceeding, if the Board determines it needs additional technical or other information, it may continue the hearing and request that its engineer or the petitioner assemble and present the additional information for the Board's review and consideration.

RECOMMENDED MOTION 1: IF NO NEED FOR FURTHER REVIEW – NO CONTINUANCE.

[COMMISSIONER] Mr. Chair, I move that we adopt the findings and order as recommended by staff.

[COMMISSIONER] Mr. Chair, I second the motion.

I have a motion as read by Commissioner _____ and seconded by Commissioner _____, is there any discussion? [*If none or after discussion:*] All in favor? All opposed? The motion passes.

[*If the motion passes, adjourn the public hearing.*] The public hearing is adjourned.

RECOMMENDED MOTION 2: IF NO NEED FOR FURTHER REVIEW BUT REQUIRED RESPONSES TO COMMENT – WITH CONTINUANCE.

[COMMISSIONER] Mr. Chair, I move that we direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the Findings and Order for Modification of Drainage System and Use of Drainage System as an Outlet for Lake Management Purposes; and that we recess this hearing to _____, at ____:____.m., at which meeting we will consider findings and an order as discussed.

[COMMISSIONER] Mr. Chair, I second the motion.

I have a motion as read by Commissioner _____ and seconded by Commissioner _____, is there any discussion? [*If none or after discussion.*] All in favor? All opposed? The motion passes.

[*If the motion passes, recess the public hearing.*] The public hearing is recessed.

**STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SITTING AS THE DRAINAGE AUTHORITY
FOR LE SUEUR COUNTY DITCH 58**

**HEARING:
Petition to modify CD 58 Drainage System Waters and Use CD 58 as an Outlet
for Lake Management**

February 3, 2026 at 10:00 a.m.

I would like to welcome everyone who has come today. The purpose of the hearing is to receive comments and testimony from all parties interested in the modification of CD 58 and use of CD 58 as an outlet for lake management purposes. Under consideration at today's hearing is the petition of the Minnesota Department of Natural Resources to: modify the hydraulic control on CD 58 pursuant to Minnesota Statutes, section 103E.227 and use CD 58 as an outlet for lake management purposes.

The Board's consideration of this request is governed by statutes sections 103E.227 and 103E.401. Section 103E.227 allows a person to petition to impound, reroute, or divert drainage system waters for beneficial use. Section 103E.401 allows the Board to consider and grant authority to an owner of a drainage or other water management facility to use a public drainage system as an outlet in a way that is not contemplated by current system benefits.

The purpose of this hearing is to review the engineer's investigation and report of findings and receive comment from those affected by the proposed action.

This is an evidentiary proceeding and notes are being taken to preserve the record.

The order of business for this hearing will be as follows. First, Mr. Kolb, the Drainage Authority's Attorney, will explain the process which has brought us to this public hearing and the purpose of this hearing.

Following Mr. Kolb, County staff will submit for the record the evidence of notice provided for today's hearing.

Following County staff, Bailey Bocchino, the project engineer, will present a report of findings.

Following Ms. Bocchino's presentation, I will invite a representative of the State's Department of Natural Resources to provide comments related to the State's proposed project and its purpose.

Following the State's presentation, if any, I will open the hearing for public comment. The Board would like to hear your comments on the proposed action and any information relevant to that purpose. If you would like to make a comment when the public comment period is opened, please come up to the podium when I recognize you, please state your name and address for the record. It will also be helpful for you to identify the property that is affected by the proposed project. If you have a specific question concerning the project proceedings, we may ask Mr. Kolb, Ms. Bocchino, the State or a staff member to respond. If you have anything in writing you wish to submit, you can provide it to me during the public comments.

Would any of the board members wish to offer any further remarks before we begin?

I. PURPOSE OF HEARINGS

[TURN TO JOHN FOR DISCUSSION OF THE PROCESS AND PURPOSE]

Mr. Kolb.

[ON CONCLUSION OF JOHN'S COMMENTS] Do any Board members have questions for Mr. Kolb?

II. OVERVIEW OF NOTICE REQUIREMENTS

[TURN TO COUNTY STAFF FOR DISCUSSION OF THE NOTICE REQUIREMENTS]

Ms./Mr. _____,

[ON CONCLUSION OF _____'S COMMENTS] Do any Board members have questions for Ms./Mr. _____?

III. ENGINEER'S REPORT

[TURN TO BAILEY FOR DISCUSSION OF THE ENGINEERING INFORMATION]

Ms. Bocchino,

[ON CONCLUSION OF BAILEY'S COMMENTS] Do any Board members have questions for Ms. Bocchino>?

IV. PETITIONER'S COMMENTS

[TURN TO A REPRESENTATIVE OF THE DEPARTMENT OF NATURAL RESOURCES, IF ANY, FOR DISCUSSION OF THE PETITIONED ACTION AND PROPOSED FUTURE MANAGEMENT OF LAKE HENRY]

[ON CONCLUSION OF STATE'S COMMENTS] Do any Board members have questions for _____?

V. PUBLIC COMMENT

[IF NONE] With that, we are ready to hear from members of the public who wish to comment. Again, please state your name and address and identify your property as you begin your comments.

[THE CHAIRPERSON HAS DISCRETION IN DETERMINING WHETHER TO RESPOND TO QUESTIONS FROM THE AUDIENCE. THE CHAIRPERSON SHOULD DIRECT THE QUESTION TO MR. KOLB, OR THE ENGINEER AS APPROPRIATE.]

[AFTER CALLING FOR ANY FURTHER COMMENTS AND SEEING NONE] Is there anyone else who would care to speak? Does anyone have written materials they wish to present? [IF NONE, AND AFTER CHECKING WHETHER THE BOARD OR STAFF HAVE ANYTHING TO NOTE] There being no further testimony from the public, I close the public comment portion of the hearing.

[AT THIS POINT, YOU SHOULD INVITE DISCUSSION FROM THE BOARD REGARDING:

- ITS GUIDANCE TO STAFF OR LEGAL COUNSEL ON THE INVESTIGATION OF ANY QUESTIONS NOT RESOLVED DURING THE PUBLIC COMMENT PORTION OF THE HEARING.
- COMMENTS ABOUT TESTIMONY PRESENTED

UPON COMPLETION OF THE BOARD DISCUSSION AND GUIDANCE TO STAFF, YOU MAY TURN TO JOHN FOR GUIDANCE ON ENTERTAINING A MOTION TO RECESS THE PUBLIC HEARING TO A DATE AND TIME SPECIFIED FOR THE PURPOSE OF

ACCOMMODATING CHANGES OR A MORE DETAILED ORDER]. YOU MAY ALSO ADOPT THE FINDINGS AND ORDER AS PRESENTED.

VI. POSSIBLE ACTION BY DRAINAGE AUTHORITY

[TURN TO JOHN FOR GUIDANCE IN CRAFTING THE MOTION BASED ON BOARD DISCUSSION].

RECOMMENDED MOTION 1: IF NO NEED FOR FURTHER REVIEW – NO CONTINUANCE.

[COMMISSIONER] Mr. Chair, I move that we adopt the findings and order as recommended by staff.

[COMMISSIONER] Mr. Chair, I second the motion.

I have a motion as read by Commissioner _____ and seconded by Commissioner _____, is there any discussion? *[If none or after discussion:]* All in favor? All opposed? The motion passes.

[If the motion passes, adjourn the public hearing.] The public hearing is adjourned.

RECOMMENDED MOTION 2: IF NO NEED FOR FURTHER REVIEW BUT REQUIRED RESPONSES TO COMMENT – WITH CONTINUANCE.

[COMMISSIONER] Mr. Chair, I move that we direct staff to prepare findings and an order consistent with the proceedings, including responses to all comments received through the public comment process; that the draft findings and order be written to affect adoption of the Findings and Order for Modification of Drainage System and Use of Drainage System as an Outlet for Lake Management Purposes; and that we recess this hearing to _____, at ____:_____.m., at which meeting we will consider findings and an order as discussed.

[COMMISSIONER] Mr. Chair, I second the motion.

I have a motion as read by Commissioner _____ and seconded by Commissioner _____, is there any discussion? [*If none or after discussion:*] All in favor? All opposed? The motion passes.

[*If the motion passes, recess the public hearing.*] The public hearing is recessed.

February/March 2026
Future Meetings/County Events

February 2026

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

March 2026

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