

Approved Minutes
 LYON COUNTY BOARD OF COMMISSIONERS
 LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
 Budget Meeting: September 4, 2012

9:00 AM - Meeting called to order by Chairman Fenske. Members present: Commissioners Goodenow, Ritter, Anderson, Stensrud, County Administrator Stomberg, and Auditor/Treasurer Van Overbeke.

Pledge of Allegiance to the Flag

Additions to Agenda

Consider approval of the Auditor/Treasurer Retirement Transition Agreement

Approve Agenda with additions

Anderson motioned, seconded by Ritter to approve the agenda with additions. All voted in favor. Motion carried.

Identify any Conflict of Interest – none identified

Present Per Diems and Expenses

	Per Diems	Mileage
Fenske	\$ 190.00	\$ 25.52
Goodenow	\$ 100.00	\$
Anderson	\$ 140.00	\$ 71.04
Ritter	\$ 190.00	\$ 33.86
Stensrud	\$ 100.00	\$ 63.27

Consent Agenda:

1. Approve Minutes from August 21st Meeting
2. Approve Minutes from August 21st Meeting (Ditch)
3. Approve Commissioner Warrants 130515-130596 dated 09/05/12 in the amount of \$332,063.86.
4. Approve Auditor Warrants 30331-130354 dated 08/17/12 in the amount of \$85,580.82, 130464-130491 dated 08/23/12 in the amount of \$207,116.19, 130496 130514 dated 08/30/12 in the amount of \$57,580.92.
5. Approve Per Diems & Expenses
6. Accept Lowest Quote for 2012 Striping Project for C.P. 12:HS from Sir Lines-A-Lot, Bloomington, MN , for Highway Striping at a total of \$42,039.40.

2012 Highway Striping

Job No. CP 12:HS

STATE OF MINNESOTA COUNTY OF LYON CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 4th day of September, 2012, between the County of Lyon in the State of Minnesota, party of the first part, hereinafter called the County, and Sir Lines-A-Lot of P.O. Box 201923, Bloomington, MN 55420 party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CP 12:HS Highway Striping located as shown on approved

plans between throughout Lyon County for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached and hereby made a part of this agreement, said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions there for on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or before

September 12, 2012, and will have same completed in every respect to the satisfaction and approval of the County, on or before September 30, 2012.

IN WITNESS WHEREOF, The said County has caused these presents to be executed and the

Contractor_ has hereunto subscribed his name.

Dated at Marshall, Minnesota, this 4th day of September 2012.

County of Lyon

By Robert Fenske
 Chairman County Board, and

John Stomberg
 County Administrator

 Contractor-Title

 Contractor-Title

Approved as to form and execution this _____ day of _____, 20__

 County Attorney

Ritter moved to approve the consent agenda 1-6, seconded by Goodenow. All voted in favor. Motion carried.

Resolutions

Fiscal Year 2013 Snowmobile Maintenance Grant Agreement

The Board is asked to consider approval of \$46,445.40 grant agreement for the maintenance and grooming of Lyon County Trail located in Lyon County. Discussion: Ritter – what if we have no snow, does the money just revert back? Stensrud – the money will go into equipment maintenance, repair, etc. Anderson – this is the most they can get, so on a heavy year they get no more so it balances out over the years. Stensrud – the money is put in a county account, then we pay out of our account. The money goes in and out, we keep none of this.

MINNESOTA SNOWMOBILE TRAILS ASSISTANCE
 PROGRAM SNOWMOBILE FY 2013
 MAINTENANCE AND GROOMING GRANT
 AGREEMENT

Local Unit of Government (Sponsor)	Trail/Club Name	Grant Amount
Lyon County	Lyon County Trail	\$46,445.40

This AGREEMENT is made between the STATE OF MINNESOTA, acting by and through the Commissioner of Natural Resources, hereinafter referred to as the "State," and Local Unit of Government, hereinafter referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified above; and

WHEREAS, the Sponsor desires to maintain trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, the Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming application form, maps, required attachments, and resolution of the Sponsor authorizing the proposed maintenance and grooming and said application form, map and resolution are attached and incorporated into this agreement as Exhibit A, hereinafter referred to as the "Plan"; and

NOW THEREFORE, it is agreed between the parties as follows:

A. TRAIL OBLIGATION OF THE SPONSOR. The Sponsor agrees to maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State. All work will be the responsibility of the Sponsor, it's employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota. The Sponsor shall:

1. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
2. Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

B. TECHNICAL ASSISTANCE. Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

C. FUNDING. The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, the grant amount may be reduced or canceled by the State

D. DISBURSEMENT. The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified in section F. This grant shall not exceed the Grant Amount as specified above. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

E. GROOMING. In order to receive maximum disbursement from this Agreement, the Sponsor agrees to groom the entire Trail referred to within the Plan in accordance with the Trail Grooming Guidelines established in the Manual.

F. PAYMENT.

21. Trail Completion Benchmark, 40% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

22. Grooming Certification Benchmark, Opening-January 15, 25% of Total Grant Amount

Approved Minutes
LYON COUNTY BOARD OF COMMISSIONERS
LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
Budget Meeting: September 4, 2012

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 –Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 10% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR.

A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

G. PENALTIES.

- oo) If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 40% of the Total Annual Grant Amount.
- pp) If it is determined that the Grooming Certification benchmark for the period of opening day through January 15 in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
- qq) If it is determined that the Grooming Certification benchmark for the period of January 16 through the end of the season in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
- rr) If it is determined that the Trail Closure/Application Submission Certification benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 10% of the total annual Grant Amount.

In addition to the above penalties, the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Trails Assistance Program for up to 3 years.

H. ACCOUNTING AND AUDIT. The Sponsor shall maintain books, records, documents, and other evidence relevant to this grant and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Sponsor shall use generally accepted accounting principles and these records shall be retained for six years after this grant terminates. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

I. WORKER'S COMPENSATION. The Sponsor shall comply with the provisions for worker's compensation in Minnesota Statutes Chapter 176.181, Subd. 1 and 176.182 and all applicable rules and subsequent amendments thereto.

J. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The provisions of the Minnesota Tort Claims Act, Minnesota Statutes Chapter 3.736 and other applicable law shall govern the State's liability. The provisions of Minnesota Political Subdivisions Tort Liability, Minnesota Statutes Chapter 466.02 and other applicable law shall govern the Sponsor's liability.

K. TERM.

- K.1 *Effective date:* September 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- K.2 *Expiration date:* June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever is sooner.

L. TERMINATION. This Agreement may be terminated by the State in the event of a default by the Sponsor; the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. The State and the Sponsor may also terminate it upon mutual agreement, upon 30 days' written notice to each entity.

M. ASSIGNMENT OR MODIFICATION. The Sponsor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by both parties to this Agreement.

N. DATA DISCLOSURE. Under Minnesota Statutes § 270.66, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved

Approved Minutes
 LYON COUNTY BOARD OF COMMISSIONERS
 LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
 Budget Meeting: September 4, 2012

in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

O. GOVERNING LAW, JURISDICTION, AND VENUE. Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

P. AUTHORIZED REPRESENTATIVE. The State's Authorized Representative is the Trail Area Supervisor from the Parks and Trails Division of the Department of Natural Resources for the area where the trail is located, or his/her successor, and has the responsibility to monitor the Sponsors performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage (http://files.dnr.state.mn.us/assistance/grants/recreation/ohv/area_sups.pdf).


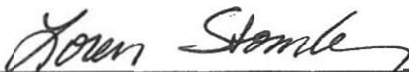
The Sponsor's Authorized Representative is the contact person and individual who provide the authorized signature for the Sponsor, which can be found on the program application (incorporated here into this agreement by reference). If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.


The authorized representative of the sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

Q. INVASNE SPECIES PREVENTION. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p.

5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNIT OF GOVERNMENT SPONSOR Local Unit of Government (Sponsor) Lyon County		
Authorized Signature 	Title Board Chair	9-4-2012
	Coun Administrator	9-4-2012

Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05.	State Encumbrance Verification 51385 SWIFT PO#: 26067	Date 8.17.12
Signature (Recommend for Approval)	Parks and Trails Regional Manager	Date 9-4-2012
Authorized Signature 	Parks and Trails Division Director	Date

Stensrud motioned, seconded by Anderson to approve the Resolution to accept the 2013 Snowmobile Maintenance Grant Agreement. All voted in favor. Agreement is adopted.

Paul Henriksen - Landfill Open House and Collection Event on September 20th

The Board is asked to set prices for the collection event. The Landfill proposes to conduct a 3-day collection event beginning the day of the Open House, September 20th – September 22nd. This event will run during normal business hours and provide for the collection of tires, appliances and e-waste.

Henriksen – we wanted to have a three day event because of the Anderson motioned to approve the times and prices for the Collection event for the County, seconded by Stensrud. All voted in favor. Motion carried.

Appliances with Freon	Free - \$5.00
------------------------------	---------------

Approved Minutes
 LYON COUNTY BOARD OF COMMISSIONERS
 LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
 Budget Meeting: September 4, 2012

Tires	\$150 /ton Minimum chg. - \$1.75/car and light truck tire \$6.00/truck Rims – additional min. chg.
Residential Covered Electronic Devices (CED's)	Free
Commercial Electronics and non CED's	Printers, video players, fax machines - \$4.00 Computer monitors - \$6.00 each TV's - \$10.00 each Other electronics - \$4.00 each
CPU Units	Free
Large Copiers/Printers > 25lbs.	\$10.00 each

Terry Wing - Present American Flag

VSO Terry Wing presented Chairman Fenske the American Flag that flew over the US Capital on behalf of Lyon County, Minnesota. This flag is to recognize Chair Fenske's and Lyon County's support of hometown security and dedication to our veterans. The flag will be displayed in the Commissioners Room on the wall behind the Chair Seat.

Carolyn McDonald - Part Time 911 Dispatcher Position

Board is asked to approve to interview, extend a conditional job offer, and hire an on call part-time 911 Dispatcher from the full-time 911 Dispatcher pool of applicants currently being received. Filling the part-time Dispatch position will bring the Sheriff's department to full staff. The position has been vacant as of February 14th, 2012. This is an on-call position with no guarantee of hours and is not eligible for benefits. The hourly rate is \$14.16.

Goodenow motioned, seconded by Stensrud to approve to interview and hire from the current 911 Dispatcher pool of applicants being received. All voted in favor. Motion carried.

Cal Brink - Marshall Area Chamber of Commerce

The Board is asked to consider the 2013 Funding request of the Lyon County EDA. Cal Brink presented marketing updates and information on the various partnerships throughout the state and the Lyon County EDA. Brinks talked extensively about various Marshall Chamber and community/organizational partnerships throughout the state. Ritter – can you give background on the Council meeting last week regarding the plan with the Brau Brothers? Brink – we are moving forward to keep this business in SW Minnesota. We are not finalized, but we are looking to putting the business in the old Running's Building. The city provides a 4%, \$125,000 loan for seven year and a matching grant at \$125,000. Brau Brothers must provide tours immediately and schedule events at their facility in Marshall in order to receive this money. This will move potential production from 5,000 barrels per year to 30,000 per year. Every 5,000 barrels means one more brew master, plus workers on the bottling line, transportation, marketing, etc. This will create many jobs.

The Governor's Hunt is in October 12th and 13th and the goal is to have 300 people at the banquet. The banquet is on Friday night, October 12th at SMSU.

The EDA Budget request is asking Lyon County to consider providing \$3,000 per month.

Fenske – could the city help the county with our website? Cal Brink – yes, we could help with that. Stomberg – our preliminary budget does include the \$3,000. Fenske – we can give the EDA an answer soon.

Loren Stomberg

2013 Levy

The Board is requested to certify the 2013 preliminary levy at \$12,164,341.00 for TNT purposes, for taxes payable 2013. State law requires a certified preliminary property tax levy for the following year by September 15th. The preliminary levy certified may not increase when certifying the final levy and budget in December. The budget may be modified until December, the levy cannot be modified. We are looking to an overall increase of 27,000, but that will not affect the levy. We still have the best bang for the buck with the Joint Powers with HHS. We need to set a preliminary levy, we can have a special meeting, but with such a small increase I'm comfortable with setting the levy at zero.

Stensrud – I would like to see if we can set our County Fair to a free fair. Ritter - I'm comfortable with setting the levy at zero. We can discuss the fair within our levy. Stensrud – I'd like to see the levy brought up to 1 - 1.5 percent. We have had it at zero for a long time but we need to raise it at some time. I'd like to see it increased. Goodenow – is our insurance up 13%, have we accounted for that? Stomberg – I am looking to increase our cafeteria plan by \$25 per month for family and single plans. We can be involved in the Service Co-op wellness program. This will help offset increases by \$500 per employee this year. I have been looking at other insurance options with neighboring counties, but the short time period we have are making this difficult. Anderson- does the Wellness Incentive from the Co-op have to get paid back in the following year? Stomberg – yes, we will have to pay this back, and will raise our rates the following year. Ritter – the Wellness Program will do a screening and can help our employees overall health, I think this is a good thing overall.

Stomberg - payroll budget will increase around 1-1.5 percent, the pay scale is 3% on the upper end. Goodenow – how does this fit into budget when we implement the pay increases? Stomberg – Archer study is in, the cost to implement as recommended by Archer is negligible. With some positions, the top ends opens considerably. My suggestion, we will implement those positions over three years at a 3% increase per year, and not all at once. Stensrud- why have we been able to not increase our levy over the past years? Stomberg – we are riding on the benefit of our early debt payments. Stensrud – we cannot ride this gravy train forever.

Goodenow – don't we have as big a reserve in the highway fund as the general fund? Stensrud – we have several roads that need to be upgraded, we need to improve our five ton roads. Goodenow – we can look at our road improvements as economic development? Suhail – we are upgrading roads, and planning on upgrading roads next year and upcoming years. Fenske – I do agree we need to upgrade roads, but am against increasing the levy to upgrade roads. Discussion ensued on the capital expenditures and the building fund.

Anderson motioned to raise the preliminary levy 1%, seconded by Stensrud. Stomberg – this will bring our 2013 budget to \$12,285,984.00 up \$121,643.00

Voting in favor: Anderson, Stensrud

Approved Minutes
LYON COUNTY BOARD OF COMMISSIONERS
LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
Budget Meeting: September 4, 2012

Voting against: Fenske, Ritter, Goodenow
Motion failed 3 - 2

Goodenow motioned to set the levy at zero percent increase for a total of \$12,164,341, seconded by Ritter. All voted in favor. Motion carried.

Cottonwood Shop Purchase

The Board is asked to consider participation in the purchase of the Kerkhardt building with the City of Cottonwood. The city has negotiated with the seller and all parties have settled on a purchase price of \$540,000 plus closing and other costs associated with the transfer which is estimated to be \$10,000 for a total purchase price of \$550,000. One third of the cost would be Lyon County's share at approximately \$183,333. Details of the ownership and occupancy agreement are yet to be arranged.

Discussion: Stensrud – we would have approx. 200 sq. feet. We need to look to purchase this portion of the building, then insure our portion, etc. We can model this agreement after a shared building agreement from Lincoln County. It spells details out very clearly. Fenske – if we lease this, we would need to provide this money right up front, correct? Stensrud – yes, we would need to give the money over whether we lease or own, we might as well own. Suhail – the ownership of this building will service our county for many years. Ritter – how big is the office space in this building? Stensrud – the office part of this building is in the Cottonwood part of the building. All of the space we will purchase is to be used for our own equipment. Goodenow – I was always in favor of the lease, but the agreement we have looks very clear. Stensrud – a committee will determine details of shared resources, such as the salt shed, building upgrades, etc. Ritter – if we go forward with owning part of the building, how do we structure this? Stensrud – it is all spelled out in the agreement. Fenske – can we apply our settlement money towards this purchase? Stomberg – we can use the settlement money to help purchase/lease this building. We can sell the land the old building sat on to help pay for this as well. Ritter – I think the advantage to own outweighs leasing the building. This is a good collaboration.

Stensrud motioned to spend the \$183,000 to purchase the building, seconded by Ritter for discussion. Ritter - I want our County Attorney to look over this agreement that we are modeling from Lincoln County and MNDOT regarding this purchase. Anderson – should we just say 1/3 instead of a specific amount?

Stensrud rescinded previous motion and motioned to commit the purchase price of the county portion of the building to be 1/3 of the total purchase price with Lyon County's share as a percentage and proportion of the square footage, seconded by Ritter. All voted in favor. Motion carried.

Ritter – Can the Administrator and Public Works Director bring forth recommendations on selling the empty lot in Cottonwood?

Goodenow, motioned to approve County Administrator and County Attorney to begin appraisal of old building site and begin selling process, seconded by Anderson. All voted in favor. Motion carried.

Cottonwood update – a meeting tonight with Kerkhardt to agree to \$540,000 for the building in Cottonwood if County pays remainder of taxes due, all closing costs, and accept building as is.

10:25-10:35----- Break

Auditor/Treasurer Retirement

The Auditor Treasurer will be retiring on March 1, 2013. In order to have an orderly transition in the office, the Auditor/Treasurer has agreed to resign as Auditor/Treasurer and remain as a deputy auditor until March 1, 2013.

Stomberg noted that Paula Van Overbeke has been with the county since 1983 and the County appreciates her willingness to stay until March 1st to help with elections, taxes, etc. Stomberg is willing step in as Interim Auditor/Treasurer until the end of the current Auditor/Treasurer term. The Board will determine the method to fill the Auditor/Treasurer position at the time necessary.

Anderson motioned to accept the Auditor/Treasurer retirement, seconded by Ritter. All voted in favor. Motion carried.

Ritter motioned to appoint Administrator Stomberg as Interim Auditor/Treasurer, seconded by Goodenow. All voted in favor. Motion carried.

Anderson – I would like County Attorney Maes to look through the process to fill the Auditor/Treasurer and ensure we are following procedure. Maes – I will look through this, but it appears as though proper procedure is currently being followed.

Commissioners Report

Anderson: BWSR tour, JD 13 update, Special Budget Meeting

Stensrud: BWSR tour, progress update on Yellow Medicine River Watershed project, Cottonwood shop meetings, Special Budget Meeting.

Ritter: BWSR tour

Goodenow: DAC update and wage structure for disabled individuals

Fenske: JD 12 update, Special Budget Meeting

Commissioner Ritter motioned to adjourn, seconded by Chair Fenske. All voted in favor.

Upcoming Meetings:

9/6/12.....MCIT Training at Marshall Ramada

9/18/12.....Regular Commissioner Meeting 9:00 a.m. CR 1&2

9/19/12.....6:00pm Board of Equalization at Regional Event Center Field

Approved Minutes
 LYON COUNTY BOARD OF COMMISSIONERS
 LYON COUNTY GOVERNMENT CENTER, MARSHALL, MN
 Budget Meeting: September 4, 2012

WARRANTS FOR PUBLICATION

Warrants Approved On 9/04/2012 For Payment
 8/17/2012

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DISTRICT 2167 TREASURER	\$ 7,080.89
SCHOOL DISTRICT 2902 TREASURER	8,574.41
SCHOOL DISTRICT 2904 TREASURER	6,347.38
SCHOOL DISTRICT 413 TREASURER	21,611.88
SCHOOL DISTRICT 414 TREASURER	8,753.24
TOWNSHIP OF AMIRET	3,409.19
TOWNSHIP OF CLIFTON	2,607.85
TOWNSHIP OF COON CREEK	3,605.85
TOWNSHIP OF ISLAND LAKE	3,925.24
TOWNSHIP OF LYONS	2,362.81
TOWNSHIP OF ROCK LAKE	4,302.87
TOWNSHIP OF STANLEY	2,032.53
12 Payments less than 2000	10,966.68
Final Total:	\$ <u>85,580.82</u>

Warrants Approved On 9/04/2012 For Payment
 8/23/2012

<u>Vendor Name</u>	<u>Amount</u>
LYON COUNTY	\$ 92,225.43
SW WC SERVICE COOPERATIVES	101,155.00
WEST PAYMENT CENTER	2,156.81
25 Payments less than 2000	11,578.95
Final Total:	\$ <u>207,116.19</u>

Warrants Approved On 9/04/2012 For Payment
 8/30/2012

<u>Vendor Name</u>	<u>Amount</u>
ELECTION SYSTEMS & SOFTWARE INC	\$ 3,849.07
REDWOOD COUNTY SHERIFF	40,063.93
SHETEK CONSULTING SVCS LLC	7,929.24
16 Payments less than 2000	5,738.68
Final Total:	\$ <u>57,580.92</u>

Warrants Approved On 9/04/2012 For Payment
 9/05/2012

<u>Vendor Name</u>	<u>Amount</u>
CARLSON/JOEL	\$ 2,500.00
COMMISSIONER OF TRANSPORTATION	5,657.14
COMPUTER MAN, INC/THE	3,257.55
FARMERS COOP ASSN	26,137.50
FLEET SERVICES DIVISION	5,051.85
FLINT HILLS RESOURCES LP	144,267.87
KEEPRS INC	5,951.00
LINCOLN-PIPESTONE RURAL WATER	7,389.44
LYON COUNTY HIGHWAY DEPARTMENT	5,622.09
MC LAUGHLIN & SCHULZ, INC	4,247.13
NORTHERN CONN-AGG, LLP	20,413.89
POWER PROCESS EQUIPMENT, INC	15,846.03
PRAIRIE PRIDE	28,885.55
PROACTION SAFETY & SALES	3,115.60
ROGGE EXCAVATING, INC.	5,553.43
SAIC ENERGY, ENVIRONMENTAL & INFRASTRUCT	14,709.99
WEST CENTRAL SANITATION INC	6,106.38
65 Payments less than 2000	27,351.42
Final Total:	\$ <u>332,063.86</u>

Robert Fenske, Chairman

Attest: Loren Stomberg
 Lyon County Administrator