

UNOFFICIAL MINUTES
LYON COUNTY BOARD OF COMMISSIONERS
November 6, 2012

9:00 AM - Meeting called to order by Chairman Fenske. Members present: Commissioners Goodenow, Ritter, Anderson, Stensrud, County Attorney Maes, and County Administrator Stomberg.

Additions to the Agenda

Under Todd Hammer's time request authorization to take quotes and repair 2000 feet of Branch 8 of CD60B
 Under Suhail Kanwar's time a discussion of a bridge abutment in Lynd Township.

Ritter moved to approve agenda with additions, seconded by Goodenow. All voted in favor, motioned carried.

Identify any Conflict of Interest – none identified

Present Per Diems and Expenses

	Per Diems	Mileage
Fenske	\$ 340.00	\$ 97.68
Goodenow	\$ 200.00	\$ 83.26
Anderson	\$ 200.00	\$ 112.11
Ritter	\$ 100.00	\$ 47.73
Stensrud	\$ 240.00	\$ 159.84

Consent Agenda:

1. Approve Minutes from October 16th and 23rd, 2012
2. Approve Commissioner Warrants 131116 - 131215 11/07/12 in the amount of \$212,965.79.
3. Approve Auditor Warrants 131025-131047 dated 10/18/12 in the amount of \$29,822.28; Warrants 131060 - 131066 dated 10/24/12 in the amount of \$1,560,821.19; Warrants 131067 - 131079 dated 10/25/12 in the amount of \$199,017.71; Warrants 131080 – 131096 dated 11/01/12 in the amount of \$348,589.29; Warrants 131097 - 131103 dated 11/02/12 in the amount of \$1,560,821.13.
4. Approve Per Diems & Expenses
5. Final Payment for 2012 Striping Project of 51,447.57 to Sir Lines-A-Lot, Bloomington, MN for C.P 12:HS and close the project.

Goodenow moved to approve Consent agenda, seconded by Ritter. All voted in favor, motion carried.

Paul Henriksen

Wetland Credit Withdrawal - Jim Opdahl

The Lyon County Board of Commissioners has approved selling 0.31 acres of the Black Rush Lake Wetland Credits to Jim Opdahl. He has received the necessary government approvals and is now requesting Lyon County give their approval for the withdrawal of these Wetland Credits from the Wetland Bank. The Environmental Office is recommending approval to allow the Chair to sign the Application for Withdrawal of Wetland Credits, for 0.31 acres for use by Jim Opdahl.

Stensrud moved to accept wetland credit withdrawal of 0.31 acres for use by Jim Opdahl, seconded by Ritter. All voted in favor, motion carried.

Wetland Credit Withdrawal - Eugene Bossuyt.

The Lyon County Board of Commissioners has approved selling 0.1 acres of the Black Rush Lake Wetland Credits to Eugene Bossuyt. He has received the necessary government approvals and is now requesting Lyon County give their approval for the withdrawal of these Wetland Credits from the Wetland Bank. The Environmental Office is recommending approval to allow the Chair to sign the Application for Withdrawal of Wetland Credits, for 0.1 acres for use by Eugene Bossuyt.

Anderson moved to accept wetland credit withdrawal of 0.1 acres for use by Eugene Bossuyt, seconded by Goodenow. All voted in favor, motion carried.

John Biren - Lyon County FSS Program (Septic Loan Program)

In 2010 Lyon County implemented the Septic Loan Program. Monies put into this account for the past few years were from the Feedlot, Shoreland and Septic System dollars received from State Programs. In 2010, six septic systems were installed, in 2011 no systems were installed and in 2012, eight septic systems were installed using these funds. Three additional systems need to be installed in 2012 and have made application for the loan program. This will leave a balance of approximately \$4,000.00 in this account. Tax money for repayment of the 14 loans will be received each year reimbursing this account, slowing building it back up. Most loans were taken out for ten years so it will take that long to recoup the full amount. The Lyon County SWCD has also been paid out of this fund for the feedlot inspections they have done. If this program is to continue, the County Board will need to use designate county funds for this program as the Feedlot, Shoreland and Septic System dollars for 2013 will be allocated to SWCD.

Discussion - Ritter: is there a maximum of interest we can charge? Biren: No, we can set the amount at 3.5 or 4%. The land owner can pick the duration of 5-10 years and pay back through their taxes, and pay an origination fee of less than \$100.00 Fenske: how many systems are you estimating for this year? Biren: If we have enough for 12-15 systems, which would be adequate. Each system is around \$10,000 to \$12,000, so we would need about \$170,000. Anderson: can we shorten the duration of payback? Biren: yes. Goodenow: we need to make this attractive to those borrowing the funds. Fenske: can we set aside \$150,000 and add to

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it? Biren: what I need today is the nod from the Board to move forward and tell homeowners we have this program available.

Stensrud moved to designate \$150,000 to fund the Lyon County FSS Program, seconded by Goodenow. Discussion – Ritter: we need to determine the rate of return. Anderson: and the years, I'd like to see a shorter time frame for this. Biren: I can discuss this with the AT office and discuss the terms. Stensrud: we have until the end of the year to set this up.

All voted in favor, motion carried.

Carolyn McDonald/Suhail Kanwar - Authorize advertising for Signman Position

In 2010 board approved workforce plan for Public Works which called for working with basic crew of 10 full time operators and a group of on-call operators. Currently we are working with 11 full time operators and 6 on-call operators with limited availability. Two are available over weekends only. Currently, we have unusually high number of operators dealing with personal health issues and it creates uncertainty for winter operations. This position will serve as Signman and General Equipment Operator. This is a full time position at Labor Grade 13, eligible for the county benefit package, with starting wage at \$14.92/hr.

Discussion – Suhail: Public Works is down two employees due to health issues. The Board discussed the hiring for a Signman position versus a General Equipment Operator. Stensrud: The CDL licensure portion of the position description is recent.

Stomberg updated the board on historical progression of the Signman position to current requirement of CDL. The county (in August 2nd, 2011) did not need a Signman. Now, fourteen months later we need a Signman position. Suhail: I suggest we combine this to a Signman/Eq. Operator position. Fenske: it sounds like we definitely need to hire for a position. Stensrud: this position should be a Gen. Equipment Operator, not a Signman position. Stomberg: I understand we have an internal candidate in mind for this hire. Suhail: I want to open this position to advertise to acquire more applications for an On-call Equipment Operator. Stensrud: I think we should promote from within. Fenske: we are not required to advertise internally. Ritter: is it an option to do a permanent part-time? Stomberg: our definition of part time is less than 37.5 regularly scheduled hrs/week. The person in question is actually working full time and getting overtime. We need to be careful with scheduling. Ritter: can we fill two permanent part time positions? There are many people looking for work. Anderson: can the perm/part time get overtime? Stomberg: An employee will get straight time until 40 hours, then time and a half after 40 hours. If we consistently work part time employees over 40 hours, we have a policy issue. Anderson: I don't like to use the applications for perm/part time positions to use as our on call list. Stensrud: I think we should advertise for two full time positions. Ritter: I think we should have only one full time, we don't know what is ahead of us regarding winter snow removal.

Goodenow: should we look at our workforce and investigate an early retirement incentive? With the health issues, we may want to encourage those to retire successfully.

Stensrud motioned to post internally for a General Equipment Operator, seconded by Anderson. All voted in favor, motion carried.

Suhail: can we change the job description for Signman to require a CDL? Stomberg: this can be done but if we make this a hyphenated position, this may be an issue with pay equity.

Anderson: how many employees with CDLs do we have available during the week? McDonald: we have three with CDLs with one of the three as a viable candidate for the internal promotion.

9:45-10:00-----Suhail Kanwar

Set Public Hearing date for Approval of 5-year Capital Improvement Plan on December 19th at 9:30am during the regular Commissioner meeting.

Discussion – Bridge abutment in the City of Lynd.

Suhail: The County has been asked to remove this abutment for three years. I had time so we approached DNR and they wrote a scope of the project. The scope was to remove the abutments and improve the channel. Suhail Kanwar explained the project via satellite map. This was a township road right of way that has been vacated. Half is owned by Radloff, and half is owned by the property owners to the north.

Stensrud: if the township vacated the road, why does the county remove this? Vickie Radloff- an affected landowner- stated on Thursday, November 1st, an employee from Gopher One was out marking on her property without any notification. "We are told the abutment is to be removed, 100 yards topsoil removed, with no rip-rap. We need to know what is going on so we are a part of the process. Without this discussion, that is not fair to the landowners affected." Suhail: I agree this is my responsibility; I should have communicated prior to beginning the project. Stensrud: why didn't anyone know about this? Suhail: we were not trying to hide, but it is not standard procedure to notify the Board to begin such projects. Stensrud: you should have talked to property owners. Suhail: normally we do this. Fenske: but you didn't to this, and this is our issue. Stomberg: in defense of the county, the documents regarding vacating the property was filed on Monday, so the easement was still there. However, the property owners should have been notified. Suhail: I don't have a problem abandoning this project. Vickie Radloff: we were told this was on file. What if we hadn't asked the lady from Gopher One?

Ritter: has there been any discussion with the DNR about J hooks?

Suhail: would you be willing to move forward with the project if we do the riprap? Vickie Radloff: yes, I am willing to discuss this.

Ron Prorock, an affected landowner, discussed issues with his property and the project.

Wayne Radloff: When bridge was taken out, the bridge, abutments and riprap was to be installed back in (2001) but this never did happen, I am upset that no one talked to us. Secondly, there was a plan that no one told us about this project. Third, now the county has to pay for this because the original FEMA money is not

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available. This project does not include riprap. Without rip-rap there would be significant erosion. Stensrud: this will need significant riprap. Wayne Radloff: yes, and as a taxpayer, I am unhappy the county has to pay for this. Wayne Radloff: I'm not opposed to the project, but I'm not happy with this is to be removed without rip-rap in place to prevent erosion. Suhail: are you willing to remove just one side of the abutment? Stensrud: if we need to move forward with RCRA funding this. Fenske: funding aside, you need to have communication with landowners. Suhail: agreed. Fenske: we need an agreement with landowners and a discussion with DNR as to the scope of the project. This is to be brought back to the board after appropriate action is to be determined with landowners.

Road Tour was discussed. Fenske: can we look at this bridge project during the road tour? Anderson: I request to look at CR14 near Garvin during the tour as well.

10:00-10:15-----Break

Sheriff Mather

City of Lynd Contract presented to the Board.

**LAW ENFORCEMENT CONTRACT BETWEEN COUNTY OF LYON
AND CITY OF LYND**

THIS AGREEMENT, made and entered in this 26th day of October, 2012, by and between the **County of Lyon**, hereinafter referred to as the "**County**" and the **City of Lynd, Minnesota**, hereinafter referred to as "**Municipality**"

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide law enforcement protection and services for the City of Lynd by contracting with the County; and

WHEREAS, the Municipality is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection and services within the corporate city limits of said Municipality through services hereinafter provided through the Lyon County Sheriff; and

WHEREAS, the County is agreeable to rendering and providing such services and protection on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota State Statute 471.59 and Minnesota State Statute 436.05;

NOW, THEREFORE, pursuant to the terms of the aforesaid statutes, and in accordance with the terms of this Agreement, it is agreed as follows:

1. The County, through the Lyon County Sheriff and personnel of the Lyon County Sheriff's Office, agree to provide protection and law enforcement services to the Municipality as hereinafter agreed upon:
 - a) Law enforcement and protection services provided by the Lyon County Sheriff's Office on behalf of the County shall be employees of the County
 - b) The services provided shall encompass only law enforcement duties, services and functions of the type coming within the jurisdiction of the Lyon County Sheriff pursuant to Minnesota laws and statutes.
 - c) Such services shall include the enforcement of Minnesota State Statutes and Municipal Ordinances within the (Municipality's) corporate city limits.
 - d) The rendition of services, the standard of performance, the direction and discipline of the officers, and other matters incident to the performance of such services and the exclusive control of personnel providing said services shall remain and be under the sole control and supervision of the Lyon County Sheriff.
 - e) The scheduling and assignment of the personnel providing the law enforcement related services as agreed herein shall be done exclusively by the Lyon County Sheriff.
2. That it is agreed that the Sheriff shall have the full cooperation and assistance from the Municipality, its officers, agents and employees as to facilitate the performance of the Agreement.
3. The County shall furnish and supply all necessary labor, supervision, uniforms, equipment, squads, and communication facilities for dispatching such services necessary for patrolling, responding to and investigating calls for service within the corporate city limits of the Municipality.
4. The Municipality shall not be liable for the direct payment of any salaries, wages, or other

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compensation to any personnel performing services herein for said County.

5. The Municipality shall not be liable for compensation for indemnity to any of the Sheriffs employees for injuries or sickness arising out of its employment and the County hereby agrees to hold harmless the Municipality against such claims.
6. All fines, fees and surcharges collected for offenses occurring within the corporate city limits of the Municipality shall be divided and dispersed pursuant to Minnesota State Statutes, with the Municipality receiving the proper share as designated by Minnesota State Statute.
7. The County shall provide all appropriate board and services for all prisoners arrested within the city limits of the Municipality pursuant to Minnesota State Statutes.
8. The County, the Sheriff, his officers and employees shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or any officer, agent, or employee thereof.
9. The Municipality shall defend the County, said Sheriff, his officers, agents, or employees against and hold them harmless from claims for damages resulting from assertions that the enforcement of a City Ordinance by the County was improper because the Ordinance was improperly adopted, illegal, or otherwise invalid.
10. This agreement shall be effective on January 1st, 2013 and may be terminated by either party without cause upon thirty (30) days written notice given to the other party.
11. The Lynd City Attorney shall prosecute all cases wherein he shall act pursuant to Minnesota State Statutes.
12. Unless earlier terminated under the provisions of paragraph 10, this contract shall be effective from January 1, 2013, to December 31⁵ 2013, and may be amended as needed by mutual consent of both parties.
13. The County by virtue of its action has set the fees of the Sheriff yearly in providing such services to the Municipality at a rate of \$40.01 per hour (2013 Deputy Hourly Rate).
 - A. That this Agreement anticipates that the Lyon County Sheriff will employ and generally maintain the employment of such personnel as the Sheriff shall deem necessary to provide the average of approximately 120 hours per calendar month.
 - B. Accomplished through the scheduling and designating of approximately 30 deputy sheriff work hours (per work week) of law enforcement protection and services for the benefit of the Municipality.
 - C. the Municipality agrees to pay the County the sum of \$4,801.20 per month, (\$57,614.40 Annual) due payable the 1st day of each month at the beginning of this Agreement.
14. The County and Municipality agree that the calculation of the hours spent in performance of providing said law enforcement protection and services pursuant to this agreement include the following:
 - a) Time spent "proactively" (visible) patrol directly within the Municipality 's corporate city limits by Sheriff's Office personnel.
 - b) Time spent by Sheriff's Office personnel investigating matters and calls for service that are deemed to have occurred within the Municipality's corporate city limits, whether or not those investigative hours and/or time is spent directly within the Municipality's corporate city limits conducting that investigation or at any other place.
 - c) Time spent preparing written reports in conjunction w!th an investigation of matters and/or calls for service originating within the Municipality's corporate city limits,
 - d) Or, any other time spent conducting the "business" of the Municipality in production and/or completion of services pursuant to this Agreement.
 - e) Hours of work and time spent in providing additional personnel in providing law enforcement services and protection for "special events" and community festivals within the Municipality's corporate city limits.
 - 1) The number of personnel and work hours spent in providing the additional coverage for a special event or community festival rests solely within the discretion of the Sheriff, with respect to maintaining order and peace due to the increased population brought to the Municipality during the community festival or event. Which may take into account and include the time of day of the event, and type or nature of event(s) involved.
 - a) The expense of additional personnel and/or equipment required in maintaining and/or achieving general order and peace for the special

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event or community festival as determined by the Sheriff will be at the expense of the County and the Sheriff as part of this Agreement or as part of the Sheriffs general duties and responsibilities by statute.

2) The Municipality may deem it appropriate and therefore may request of the County additional coverage and deputy work hours for a special event or community festival or for any other purpose extra direct /proactive patrol time) at its (the Municipality's) expense .

- a) The contracting of additional law enforcement protection and services will be with the County (exclusively) for such law enforcement services as herein provided by the Sheriff; and
- b) Services shall be at the rate per hour of "standard" normal "Deputy Rate" for each deputy hour at a rate of \$40.01, or if required due to staffing levels of the County and the Sheriff's Office be at "Deputy Over-time (OT) Rate" of\$48.84 as set forth by the Lyon County Board of Commissioners on a yearly basis.

15. Times (of day) of coverage work hours spent in "proactive" and deterrent, preventative patrol within the Municipality's corporate city limits provided by the County to the Municipality in favor of this Agreement will rest within the sole discretion of the Sheriff.

16. That it is not contemplated that nay property will be acquired as a result of this joint or cooperative exercise of powers, and any property acquired shall remain the sole property of the County or the Municipality unless otherwise provided for, in writing or contract.

FURTHERMORE, in the event that the Municipality believes or determines that it is not receiving the requisite level of coverage and work hours or law enforcement services as herein agreed upon, the Municipality shall inform the Sheriff. The parties will then agree to meet and confer relative to such issue and agree *upon* a resolution.

- a) The Municipality's sole remedy shall be to request termination of this contract as provided in Paragraph 10 herein.
- b) **IN WITNESS WHEREOF**, the Municipality of Lynd and Lyon County by resolution duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Lyon, by order of its Board of County Commissioners, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed hereto and attested by the Clerk of said Board all on the day and year first above written.

CITY OF LYND:

ATTEST:



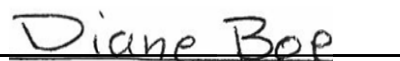
City Clerk

ATTEST:



Loren Stomberg
Lyon County Administrator

City of LYND

Mayor 



Robert Fenske Chairman
Lyon County Board of Commissioners

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Law Enforcement Contract Extension
Between the County of Lyon and City of Lynd

Background: Lyon County and the City of Lynd are in the process of entering into a contract for police services provided by the Sheriff of Lyon County to commence on Jan 1st of 2013 for a term of 12 months.

The Sheriff of Lyon County, under terms of the Agreement are to provide for 120 hours of service monthly (average of 30 hours weekly) in the form of the various proactive patrol, investigative services and other law enforcement services to the benefit of the City of Lynd. The City of Lynd shall pay the Sheriff the 2013 Deputy Hourly rate of \$40.01 (per hour) for the 120 hours of service per calendar month (\$4,801.20).

As the 2013 contract will not commence until Jan 1, 2013, the City of Lynd wishes to extend the 2013 law enforcement contract to include the months of November 2012 and December 2012 under the terms, conditions and service rates as outlined in the full 2013 contract.

TERMS:

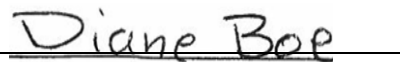
1. **Duration-November 1, 2012 to December 31st, 2012**
2. **120 hours of law enforcement services (approx 30 hours average per work week).**
3. **2013 Deputy hourly rate {\$40.01 per hr} = a monthly payment of \$4,801.20**
4. **Due payable on the first of each month {November and December 1st, 2012}**
5. **This Contract is an "extension" of the fully executed annual contract between the City of Lynd and Lyon County for law enforcement Services.**

The County of Lyon and the City of Lynd hereby enter into contract for law enforcement services of the Sheriff under terms as herein agreed.

ATTEST:

City of LYND



Mayor 

City Clerk

ATTEST:





Loren Stomberg
Lyon County Administrator

Robert Fenske Chairman
Lyon County Board of Commissioners

Fenske: this has been covered on call, but this is a dedicated 30/week patrol time for Lynd at \$4,801.20/month. This is to commence immediately.

Anderson motioned to approve the Lyon County/ City of Lynd contract for dedicated 30 hours per week at \$4801.20/month, seconded by Goodenow.

All voted in favor, motion carried.

Mather updated the Board on the jail roster.

Authorize full time position(s)

Sheriff Mather discussed staffing levels due to contracts with Cottonwood, Russell, Balaton and Lynd. Request to post position internally for 10 days and create an eligibility list. That is 120 contract hour/week without staffing increases. I have 8 full time patrol deputies with three out (to fulfill contracts) this brings me to 5 full time road deputies. I'm asking that I can beef up my staff. First, I'd like to hire internally and post for 10 days to move a part time deputy to full time. Second, create an eligibility list and post publically and hire two additional deputies after the first of the year. One would put into the courts and would not need a vehicle, and the other would work with our contract cities.

Goodenow: would the court deputy be considered a bailiff? Is that on a different pay schedule than deputy?

Mather: It's a possibility, but I think we should have a licensed deputy carrying a handgun in the courts. I'd like flexibility with the hires after the first of the year. Mather outlined the details of the need for additional

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staff. Fenske: are there days that a court deputy may not be needed? County Attorney Maes reported to the board the need for a licensed deputy in the courts. Stensrud: I think we should have a peace officer in the courts system. Ritter: I move that we hire one full time deputy for contracted cities, contingent on the specific city contract. If a city contract is dropped this would be reviewed, seconded by Stensrud. Stomberg: we need to clarify if we drop a city in this contract, the officer laid off would be based upon seniority. All voted in favor. Motion carried.

Goodenow motioned to advertise Deputy position for an eligibility list, seconded by Stensrud. All voted in favor, motion carried.

Todd Hammer-Contract for Beaver removal

Allow Chairman to sign agreement for beaver removal on CD 60B, CD 69, JD 34 R&L (along CR 11), with Robert Matthys to do the trapping. The amount is \$50 per beaver.

Goodenow motioned to approve contract for beaver removal at \$50 per beaver, seconded by Ritter. All voted in favor, motion carried.

Contract for Beaver Removal

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This is an agreement between Robert Matthys and CD60B, CD69, JD 34 R&I for the removal of beaver.

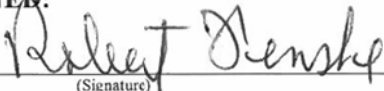
Robert Matthys will be compensated for the removal of beaver from CD 608, CD 69, JD 34 R&I at the rate of \$50.00 per beaver. Robert Matthys is a private contractor and not an

employee of Lyon County. Lyon County assumes no liability for the negligence or any other act of the private contractor.

Dated this 6th day of November, 2012

Robert Matthys

SIGNED:



(Signature)
Bob Fenske, Chairman

Lyon County Board of Commissioners

Set public hearing date for CD13 Improvement

Hammer: we have a preliminary report from Duane Hansel from Bolton & Menk. This is the improvement petition for Randall Thoof and Richard Theilen property owners. Thursday, December 13th is the suggested date.

10:32am Board adjourned Commissioner meeting.

10:32 am Board convened as CD authority.

The Board set the hearing for December 13th, Thursday at 9:00am in CR 1 & 2.

Hammer: for board information there was an additional land owner with concerns – Wally Wickman. County Attorney Maes: this cannot be added to this petition now. Hammer: this will be an item at the December 13th meeting.

10:39am – Board adjourned the Ditch Authority

10:39am – Board convened the regular Commissioner meeting.

Repair of CD39

Authorization to take quotes and repair 600 feet (in Section 33) of 18 inch tile on CD 39 on the Darwin Bartlow property. This is estimated to cost \$7,500.00

Anderson moved to authorize to accept quotes for the installation of 800 feet of tile for CD 39, seconded by Stensrud. Ritter: what township is this? Hammer: Sodus. All voted in favor. Motion carried.

Repair of 60B

Hammer: The outlet into CD 60B has deteriorated and we have had to do two blowout repairs in the past two years. In working with contractor, we are looking at 2,000 feet of tile repair. This is a 12" tile and is in Lake Marshall Township. This is on the Paul Deutz, Allen Furmann and Roger Buysse property. Estimated cost is \$25,000.

Ritter motioned to take quotes to repair 60B, seconded by Anderson. All voted in favor, motion carried.

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Hammer updated the Board on the Lateral Improvement Project and YMC project. The change order came back \$15,000 cheaper, with total cost around \$150,000 for the project.

Commissioners Report

Ritter: Update on the AMC meeting in Redwood last Thursday.

Goodenow: Update on Plum Creek Library meeting.

Stensrud: Soil and Water meeting update. Cottonwood shop purchase update. RC&D meeting update. AMC meeting update. Western Mental Health meeting update.

Anderson: AMC update, JD 13 L&L meeting update. Regional Radio Board update

Fenske: Special Board, AMC update, JD 13, Regional Amateur Sports Commission and the Merit Center update. Southern Prairie Community Care Board update.

Discussion on shortage of ditch viewers: Fenske, this is a statewide problem. Goodenow: this is to be kind of a business model. Fenske: how do they get paid? Anderson: they charge by hour. Stensrud: Ryan is working with this through the county GIS program. Suhail Kanwar: we charge for Ryan's time and goes into the General Fund.

Goodenow motioned to move to closed session pursuant MS 13D.05 to discuss real estate negotiations, seconded by Ritter. All voted in favor. Motion carried.

11:07-11:27-----Closed pursuant MS 13D.05 real estate negotiations Twin Lake Park, Mitchell property.

Goodenow motioned to come out of closed session, seconded by Anderson. All voted in favor, motion carried.

Anderson motioned to move into closed session pursuant MS 13D.03 LELS Negotiations, seconded by Ritter. All voted in favor, motion carried.

11:27-11:30-----Closed pursuant MS 13D.03 LES Negotiations

Stensrud motioned to come out of closed session, seconded by Ritter. All voted in favor, motion carried.

Goodenow motioned to move into closed session pursuant to MS 13D.05 Performance Evaluation for County Administrator, seconded by Anderson. All voted in favor, motion carried.

11:30-11:45-----Closed pursuant MS 13D.05 PE for County Administrator

The Board came out of closed session. The Board found the performance of County Administrator Stomberg satisfactory. Stensrud motioned to compensate County Administrator Stomberg at \$101,400 for 2013, seconded by Ritter. All voted in favor, motion carried.

12:29pm Meeting Adjourned

WARRANTS FOR PUBLICATION

Warrants Approved On 11/06/2012 For Payment 10/18/2012

<u>Vendor Name</u>	<u>Amount</u>
BLUE CROSS AND BLUE SHIELD OF MN	\$ 2,189.00
HEALTH PARTNERS	3,956.57
MATHER/MARK	2,778.44
MEDICA	2,295.00
MII LIFE - VEBA	11,975.00
18 Payments less than 2000	6,628.27
Final Total:	\$ <u>29,822.28</u>

Warrants Approved On 11/06/2012 For Payment 10/24/12

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DISTRICT 2167	\$ 102,015.36
SCHOOL DISTRICT 2902	26,891.60
SCHOOL DISTRICT 2904	106,358.68
SCHOOL DISTRICT 413	1,180,154.20
SCHOOL DISTRICT 414	78,985.59
SCHOOL DISTRICT 415	65,389.23
1 Payment less than 2000	<u>1,026.53</u>
Final Total:	\$ <u>1,560,821.19</u>

Warrants Approved On 11/06/12 For Payment on

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10/25/12

<u>Vendor Name</u>	<u>Amount</u>
ESRI, INC.	\$ 6,359.06
QUARNSTROM & DOERING TRUST ACCOUNT	180,000.00
SWHHS	9,949.12
10 Payments less than 2000	2,709.53
Final Total:	\$ <u>199,017.71</u>

Warrants Approved On 11/06/12 For Payment on 11/02/12

<u>Vendor Name</u>	<u>Amount</u>
SCHOOL DISTRICT 2167 TREASURER	\$ 102,015.34
SCHOOL DISTRICT 2902 TREASURER	26,891.60
SCHOOL DISTRICT 2904 TREASURER	106,358.67
SCHOOL DISTRICT 413 TREASURER	1,180,154.18
SCHOOL DISTRICT 414 TREASURER	78,985.59
SCHOOL DISTRICT 415 TREASURER	65,389.22
1 Payment less than 2000	1,026.53
Final Total:	\$ <u>1,560,821.13</u>

Warrants Approved On 11/06/12 For Payment on 11/1/12

<u>Vendor Name</u>	<u>Amount</u>
CHIPPEWA COUNTY SHERIFF	\$ 42,661.15
COTTONWOOD COUNTY SHERIFF'S OFFICE	272,660.00
HEARTLAND MECHANICAL, INC.	11,675.00
LYON COUNTY AUDITOR-TREASURER	3,742.00
ON TARGET TRAINING & CONSULTING, LLC	5,386.00
SHETEK CONSULTING SVCS LLC	4,189.61
WEST PAYMENT CENTER	2,428.33
10 Payments less than 2000	5,847.20
Final Total:	\$ <u>348,589.29</u>

Warrants Approved On 11/06/2012 For Payment 11/07/2012

<u>Vendor Name</u>	<u>Amount</u>
A-OX WELDING SUPPLY CO, INC.	\$ 3,821.75
COMPUTER INFORMATION SYSTEMS	12,000.00
ERICKSON ENGINEERING COMPANY INC	4,780.00
FARMERS COOPERATIVE ASSOCIATION	13,410.51
FLEET SERVICES DIVISION	4,888.89
HEARTLAND MECHANICAL INC	6,167.00
JOHNSON CONTROLS INC	4,200.00
KETTERLING SERVICES INC	2,400.00
LYON COUNTY HIGHWAY DEPARTMENT	7,303.23
LYON COUNTY HISTORICAL SOCIETY	6,500.00
LYON SOIL & WATER CONSERVATION DISTRICT	21,875.00
NEW WASTE CONCEPTS INC	9,652.00
NORTH CENTRAL INTERNATIONAL, INC	3,056.47
NORTHERN CONN-AGG, LLP	9,012.05
PRAIRIE PRIDE	54,969.37
ROCK COUNTY TRANSFER STATION	6,380.00
WEST CENTRAL SANITATION INC	6,124.29
WSB & ASSOCIATES, INC.	2,074.00
82 Payments less than 2000	34,351.23
Final Total:	\$ <u>212,965.79</u>

Robert Fenske, Chairman

Attest: Loren Stomberg
Lyon County Administrator