

LYON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
COMMISSIONER'S ROOM
LYON COUNTY GOVERNMENT CENTER
Tuesday, May 19, 2026 at 9:00 AM

1. Opening

Pledge of Allegiance

2. Approve Agenda

Conflict of Interest

Per Diems

3. Consent Agenda

1. Approve Consent Agenda

2. Minutes 5/5/26

3. Commissioner Warrants

4. Auditor Warrants

5. Per Diems

4. Resolutions/Contracts/Routine

4.1 Morris Electronics 2026 Network Support Contract

Approval for the 2026 network support contract.

[SKM_C450i26051409050.pdf](#)

4.2 Lincoln Pipestone Rural Water Joint Powers Agreement

Consider approval of the attached JPA.

[SKM_C450i26051408460.pdf](#)

[SKM_C450i26051415250.pdf](#)

5. Regular Agenda

5.1 Minnesota Paid Leave - Intermittent Holiday Hours

Consider approving adding the following language under Minnesota Paid Leave, Intermittent Leave:

Employees taking intermittent MN PMFL will have their leave accruals, including sick, vacation, and holiday hours pro-rated based on the number of hours worked in the pay period.

5.2 Jonathan & Carolyn Olson - Conditional Use Permit - Feedlot Expansion

To recommend to the Board of Commissioners to approve the Conditional Use Permit for a Feedlot Expansion for Jonathan & Carolyn Olson.

[Jonathan & Carolyn Olson - CUP.pdf](#)

5.3 Boerboom Ag Resources, LLC - Conditional Use Permit - New Feedlot

To recommend to the Board of Commissioner's to approve a Conditional Use Permit for a

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Lyon County Board of Commissioners. This document does not claim to be complete and is subject to change.

Barrier Fee: All Lyon County Board of Commissioners are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact Loren Stomberg at 507-537-6980 early so necessary arrangements can be made.

New Feedlot for Boerboom Ag Resources, LLC.

[Boerboom Ag Resources.pdf](#)

5.4 A.C.E. Annual Update

Hear an update on the activities of the A.C.E. program.

6. Board Reports

7. Adjournment

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Lyon County Board of Commissioners. This document does not claim to be complete and is subject to change.

Barrier Fee: All Lyon County Board of Commissioners are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact Loren Stomberg at 507-537-6980 early so necessary arrangements can be made.

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: Morris Electronics 2026 Network Support Contract
Originating Department: Administration	Presenter: Stomberg

Board Action Requested:

Approval for the 2026 network support contract.

Background:

See attached contract.

Supporting Documents:

[SKM_C450i26051409050.pdf](#)



2026 Network Support Contract

This agreement is made effective as of January 1, 2026 through December 31, 2026 by and between Lyon County, 607 West Main Street Marshall, MN 56258 and Morris Electronics, Morris MN 56267.

In this agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "Morris Electronics".

Morris Electronics has a background in design, installation, and on-going support of network systems and is willing to provide services to the County based on this background. The County will include all departmental units, but the contract will be held with Lyon County.

The County desires to have services provided by Morris Electronics.

Therefore, the parties agree as follows:

1. Description of services.

Morris Electronics, will assist in maintaining Lyon County's computer networks.

Connectivity to other networks is also provided under this contract. Below is a list but not limited to types of possible services:

- Address server and workstation issues
- Maintain and monitor antivirus software
- Assist with iSeries access
- Maintain E-mail software
- Work with structured cabling issues
- Assist with developing a strategic technology plan
- Troubleshoot areas around technology
- Maintain and provide a network schematic

2. Payment.

The County will pay a yearly total of \$8,100.00 to Morris Electronics for the services described above. Morris Electronics will provide the equivalent of 6 on-site visits. The amount above includes mileage charges.

3. Expense reimbursement.

Morris Electronics shall be entitled to reimbursement from the County for meal expenses, but not to exceed the amount set in the County Personnel Policy.

4. Term/termination.

This agreement shall terminate automatically on December 31, 2026 and that no notice to either party is required.

5. Relationship to Parties.

It is understood by the parties that Morris Electronics is an independent contractor with respect to the County, and not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, and or any other employee benefit, for the benefit of Morris Electronics.

The contractor should provide proof of their worker's compensation insurance coverage as required by the Minnesota Statue 176.181 Sudb.2. This information will include the name of the insurance company, policy number and dates of coverage.

6. Injuries.

Morris Electronics acknowledges Morris Electronics obligation to obtain appropriate insurance coverage for the benefit of Morris Electronics (and Morris Electronics employees, if any). Morris Electronics waives any rights to recovery from the County for any injuries that Morris Electronics (and/or Morris Electronics employees) may sustain while performing services under this agreement and that are a result of the negligence of Morris Electronics or Morris Electronics employees. The Contractor further agrees, in order to protect itself as well as the Department and the County under the indemnity contract provision set forth above, it will at all times during the term of the Contract have and keep in force a general liability insurance policy in the amount of Three Hundred Thousand Dollars (\$300,000) for both bodily injury or property damage to any one person and One Million Dollars (\$1,000,000) for total injuries or damages arising from one occurrence. See Minnesota Statue section 3.736, subdivision 4(c). The County and Department must both be named as additional insured and shall be sent a current certificate of insurance on an annual basis. The Contractor must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

7. Indemnification.

Morris Electronics agrees to indemnify and hold the County harmless from all claims, losses, expenses, fees, including attorney fees, cost, and all judgments that may be asserted against the County that result from the acts or omissions of Morris Electronics, Morris Electronics employees, if any, and Morris Electronics agents.

8. Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between parties.

9. Amendment.

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. Severability.

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provisions it would be valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Waiver of Contractual Right.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

12. Applicable Law.

This agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, Lyon County and the Contractor have executed this Contract as of the day and year first written above:

Contractor, having signed this contract and the Lyon County Board of Commissioners having duly approved this Contract on _____, and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minn. Stat. 256M.90

COUNTY OF LYON
STATE OF MINNESOTA

MORRIS ELECTRONICS

LYON COUNTY

BY: _____

Morris Electronics Representative

BOARD OF COMMISSIONERS

DATED: _____

BY: _____
Chairperson of the County Board

DATED: _____

ATTESTED TO:

BY _____
County Administrator

DATED: _____

APPROVED TO LEGALITY AND FORM:

BY: _____
County Attorney

DATED: _____

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: Lincoln Pipestone Rural Water Joint Powers Agreement
Originating Department: Administration	Presenter: Stomberg

Board Action Requested:

Consider approval of the attached JPA.

Background:

See attached.

Supporting Documents:

[SKM_C450i26051408460.pdf](#)

[SKM_C450i26051415250.pdf](#)

**JOINT POWERS AGREEMENT BETWEEN THE COUNTIES SERVED
BY LINCOLN PIPESTONE RURAL WATER SYSTEM TO GUARANTEE
THE PAYMENT OF GENERAL OBLIGATION BONDS**

Date: May 14, 2026

THIS JOINT POWERS AGREEMENT is by and between Lincoln Pipestone Rural Water System, a public body organized and existing pursuant to the provisions of Minnesota Statute 116A. et. seq. (“**LPRWS**”), Jackson County, Lac qui Parle County, Lincoln County, Lyon County, Murray County, Nobles County, Pipestone County, Redwood County, Rock County, and Yellow Medicine County, (collectively the “**10 Counties**”). The aforementioned 10 Counties and LPRWS will be referred to in this document collectively as the “**Parties.**”

BACKGROUND INFORMATION/RECITALS

1. That on December 5, 1978 the Lyon County District Court entered an Order which established Lincoln Pipestone Rural Water System (“**LPRWS**”).
2. That LPRWS is a government organization which was created for the sole purpose of providing potable water to individuals who reside in Southwest Minnesota.
3. That LPRWS was formed and operates under the provisions of Minn. Stat. § 116A et. seq.
4. That LPRWS provides potable water to approximately 4,950 rural residences, and 38 cities which are located in the following 10 counties in Minnesota:
 - a. Jackson County;
 - b. Lac qui Parle County;
 - c. Lincoln County;
 - d. Lyon County;
 - e. Murray County;
 - f. Nobles County;
 - g. Pipestone County;
 - h. Redwood County;
 - i. Rock County; and
 - j. Yellow Medicine County.
5. That LPRWS has installed approximately 3,400 miles of water pipe lines in the ground and owns 18 water towers/storage tanks, 3 well fields, several wells, 3 water treatment plants and a myriad of other infrastructure which is necessary to distribute potable water.

LPRWS supplies individuals with approximately 3.84 million gallons of water per day, which equates to approximately 1.4 billion gallons of water each year.

6. That in October, 2025 LPRWS started a construction project which consists of constructing a new water treatment plant, wells, water distribution lines, a water tower, water booster stations, and several other improvements throughout LPRWS' water distribution system. This construction project will also make improvements to LPRWS' Burr Water Treatment Plant which serves the Northern portion of LPRWS' territory. This project is collectively known as the "**North Water Source Project**" and will take approximately 3 years to construct.
7. That the primary purpose of the North Water Source Project is to provide individuals, cities, and farmers who reside in the Northern portion of LPRWS' territory with potable water. Currently many individuals who reside in the Northern portion of LPRWS' territory consume water from private wells, and the water from those wells is not considered safe because the water does not meet the standards of the Federal Safe Drinking Water Act as codified at 42 U.S.C. Section 300F et. seq.
8. That the estimated cost of the North Water Source Project is \$43,273,000.00.
9. That the following is an itemization of the various costs and fees to construct the North Water Source Project:

Water Treatment Plant, New Wells, and Water Lines	\$32,754,000
Engineering Services	\$3,565,500
Project Contingencies	\$3,250,000
Geotechnical Investigation(s)	\$14,000
Construction Testing	\$65,000
Land Purchases	\$587,500
Treatment Pilot Study	\$70,000
Crop Damage Payments	\$360,000
Hydrogeologist Services	\$300,000
Archaeological Services	\$40,000
SCADA Integration Services	\$90,000
Legal Services	\$80,000
Financial/bond Counsel Services	\$245,000
Interim Interest	\$1,463,000
Utility Service/Connection Fees	\$200,000
Permit/Review Fees (MPCA, MDH, DOT, DNR, RR, Co, etc.)	\$27,000
Administrative, Printing, Misc Expenses	\$4,000
Other Soft Costs	<u>\$158,000</u>
Total Project Costs	\$43,273,000

10. That the \$43,273,000 costs to construct the North Water Source Project will be paid for as follows:

\$26,179,000 - issuance of general obligation bonds

\$2,194,000 – grant from USDA/RD
 \$8,264,000 – grant from State of Minnesota
 \$2,376,000 – fee City of Cottonwood, MN will pay LPRWS to connect to LPRWS
 \$260,000 – new customer connection fees
\$4,000,000 – LPRWS' contribution
 \$43,273,000 Total

11. That the \$43,273,000.00 costs to construct the North Water Source Project will be partially paid by issuing \$26,179,000.00 of general obligation bonds.
12. That the general obligation bonds will be issued in 3 phases. The first phase is in the amount of 9.9 million dollars, the second phase is in the amount of 9.8 million dollars, and the third phase is in the amount of \$6,479,000.00 for a total of \$26,179,000.00.
13. That the general obligation bonds will be issued in three phases because LPRWS will pay much less interest owed on the bonds by spreading the issuance of the bond amount of \$26,179,000.00 in three separate stages over a period of 3 years rather than issuing the entire bond amount of \$26,179,000.00 at the beginning of the construction project.

Furthermore, issuing the bonds in three phases is a requirement of the United States Department of Agriculture/Rural Development who is giving LPRWS a \$2,194,000.00 grant to help construct the North Water Source Project.

14. That LPRWS does not have the legal authority to issue general obligation bonds, however Minn. Stat. §116A.20 Subd. 1 states that any County that has residents who receive water from LPRWS has the authority to issue general obligation bonds for the benefit of LPRWS.
15. That on April 15, 2025 the Lac qui Parle County Board of Commissioners passed a Motion which authorized the issuance of a maximum of 9.9 million dollars of general obligation bonds to help finance the construction of the first phase of the North Water Source Project.
16. That on July 30, 2025 the Lyon County District Court authorized Lac qui Parle County to issue 9.9 million dollars of general obligation bonds to help finance the construction of phase one of the first of the North Water Source Project.
17. That on November 4, 2025 the Lyon County Board of Commissioners passed a Motion which authorized the issuance of a maximum of 9.8 million dollars of general obligation bonds to help finance the construction of the second phase of the North Water Source Project.
18. That even though the 9.8 million dollars of general obligation bonds will be issued by Lyon County, LPRWS is responsible to make all the general obligation bonds payments because LPRWS is the beneficiary of the general obligation bonds proceeds.

19. That the 9.8 million dollars of general obligation bonds will be issued in 2 stages. The first stage will be temporary general obligation bonds in the maximum amount of 9.8 million dollars. These temporary general obligation bonds will be due and payable 3 years after the date the temporary general obligation bonds are issued.
20. That the second stage will consist of the issuance of permanent general obligation bonds in the maximum amount of 9.8 million dollars which will be issued after the second phase of the North Water Source Project is completed. These permanent general obligation bonds will pay the temporary general obligation bonds in full.
21. That not more than 9.8 million dollars of temporary or permanent general obligation bonds will be outstanding at any time to construct the second phase of the North Water Source Project.
22. That the United States Department of Agriculture/Rural Development has committed to purchase the permanent general obligation bonds after the construction of phase 2 of the North Water Source Project is completed.
23. That the permanent general obligation bonds will be paid over a term of 40 years. The interest rate on the permanent general obligation bonds will be finalized after phase 2 of the North Water Source Project is completed, however the maximum annual interest rate that will be charged on the 9.8 million dollars of general obligation bonds is 2.875%.
24. That the annual debt service on the 9.8 million dollars of general obligation bonds is approximately \$412,562.16.
25. That LPRWS' financial consultant (Kinner & Company, Ltd) and LPRWS' engineer (DGR Engineering) have both determined that the revenue LPRWS will receive in special assessments, water sales, and fees from both existing customers, and the new individuals who will be connected to LPRWS, as part of the North Water Source Project will be sufficient to pay the approximate annual debt service of \$412,562.16 owed for the 9.8 million dollars of general obligation bonds and all interest due thereon.
26. That Minnesota Statute Section 471.59 allows for the joint exercise of powers by 2 or more governmental units, by agreements entered into through action of the government bodies.

NOW, THEREFORE, pursuant to Minn. Stat. § 471.59 it is hereby agreed among the **PARTIES** as follows:

1. That Jackson County, Lac qui Parle County, Lincoln County, Murray County, Nobles County, Pipestone County, Redwood County, Rock County, and Yellow Medicine County all hereby agree to absolutely, irrevocably, and unconditionally guarantee to Lyon County, to the extent stated in paragraph 2 below, the full and prompt payment when due of all the debt service on the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds, which will be issued by and through Lyon County, Minnesota, provided that not more than \$9,800,000.00 may be outstanding at any time.
2. That in the event Lyon County makes any payment(s) with respect to debt service on the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds, each of the other 9 counties who are a party to this Joint Powers Agreement shall promptly reimburse Lyon County, Minnesota in accordance with the provisions stated at Minnesota Statute Section 116A.24 Subd. 3.
3. That each of the 10 Counties who are a Party to this Joint Powers Agreement maximum obligation under this Joint Powers Agreement shall be determined pursuant to Minnesota Statute § 116A.24 subdivision 3.
4. That LPRWS hereby accepts its primary responsibility to make any and all payments on the aforementioned temporary and permanent \$9,800,000.00 general obligations bonds through its revenues, and in the event that LPRWS' revenues are insufficient to make any bond payments, then LPRWS shall reimburse the 10 Counties from its first available revenues when sufficient funds are available for reimbursement.
5. That the purpose of this Joint Powers Agreement is to set forth the obligations of the 10 Counties and LPRWS concerning payment of the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds. The Parties' responsibilities and the manner in which their responsibilities are fulfilled are as set forth specifically in this Joint Powers Agreement. Furthermore, the method of collection of revenues and the method of disbursement of said funds shall be as provided by Minnesota law and the accountability of any established funds, and the report of all receipts and disbursements, shall be provided by law and pursuant to normal accounting principals for government bodies.
6. That in the event of LPRWS' demise, there shall be a full accounting and disposition of any property acquired as a result of this Joint Powers Agreement and a return of any surplus monies in proportion to the contribution of the 10 Counties after payment of all just debts.

7. That this Joint Powers Agreement shall remain in full force and effect until both the aforementioned temporary and permanent \$9,800,000.00 general obligation bonds and any refunding of said general obligation bonds are fully retired.
8. That all the Background Information/Recitals set forth at the beginning of this Joint Powers Agreement are hereby incorporated into and made a material part of this Joint Powers Agreement.

LYON COUNTY

I hereby certify that the foregoing Joint Powers Agreement was approved by the Lyon County Board of Commissioners on _____, by a vote of _____ for, _____ against, _____ absent, and _____ abstaining.

By: _____

Its: _____

Loren A. Stomberg

From: Schramel Law Office <schramellaw@windomnet.com>
Sent: Wednesday, May 13, 2026 4:20 PM
To: Loren A. Stomberg; 'Vicki Knobloch Kletscher'; renee.gleason@murraycountymn.gov; steve.ewing@co.pipestone.mn.us; bheitkamp@co.nobles.mn.us; dvierhuf@co.lincoln.mn.us; Angie.Steinbach@co.ym.mn.gov; kyle.oldre@co.rock.mn.us; jake.sieg@lqpc.com; ryan.krosch@co.jackson.mn.us
Cc: 'Jason Overby'
Subject: LPRW Joint Powers Agreement 2026
Attachments: LPRW - Joint Powers Agreement.pdf

Caution:

This email was sent from an external account. If you were expecting an internal email you would not see this notice. Please exercise caution before clicking on any links. Report any suspicious email to the Help Desk.

Hi,

I'm the attorney for Lincoln Pipestone Rural Water System ("LPRW"). I'm writing to request that your County Board adopt the attached Joint Powers Agreement ("JPA") for a construction project that LPRW started in October of 2025. This JPA is identical to the JPA the 10 counties approved in 2025 except the bond amount in the attached JPA is 9.8 million dollars rather than 9.9 million dollars which appears in the first JPA/JPA which was approved in 2025.

The purpose of LPRW's construction project is to construct a new water treatment plant, wells, water distribution lines, a water tower, water booster stations and several other improvements throughout LPRW's system. This construction project will also make improvements to LPRW's Burr Water Treatment Plant.

This project will take approximately 3 years to complete and will be built in 3 phases. The estimated cost of the project is \$43,273,000.00. This amount will be paid for as follows:

- \$26,179,000 - issuance of general obligation bonds
- \$2,194,000 – grant from USDA/RD
- \$8,264,000 – grant from State of Minnesota
- \$2,376,000 – fee City of Cottonwood, MN will pay LPRW to connect to LPRW
- \$260,000 – new customer connection fees
- \$4,000,000 – LPRW's contribution
- \$43,273,000 Total

The general obligation bonds in the amount of \$26,179,000.00 will be issued in 3 phases. The first phase is in the amount of 9.9 million dollars, the second phase is in the amount of 9.8 million dollars, and the third phase is in the amount of \$6,479,000.00 for a total of \$26,179,000.00.

The general obligation bonds will be issued in 3 phases, rather than all at once, because LPRW will pay less interest on the bonds by spreading the issuance of the \$26,179,000.00 bonds over a period of 3 years rather than issuing the entire amount of \$26,179,000.00 at the beginning of the project. Furthermore, issuing the bonds in 3 phases is a requirement of the USDA who is giving LPRW a 2.194 million dollar grant to construct the project.

LPRW does not have the legal authority to issue bonds, therefore the bonds need to be issued by a County. In 2025 Lac qui Parle County issued 9.9 million dollars of general obligation bonds to help finance the construction of the first phase

of this project. Even though Lac qui Parle County issued the bonds, LPRW will pay for the bonds because LPRW is the beneficiary of the bonds.

On November 4, 2025 the Lyon County Board of Commissioners passed a Motion which authorized Lyon County to issue 9.8 million dollars of general obligation bonds to help finance the construction of the 2nd phase of LPRW's construction project. Again, even though Lyon County will issue the bonds LPRW is responsible to pay the bonds because LPRW is the beneficiary of the bonds.

Minnesota Statute 116A.24 Subd. 3 requires that all 10 Counties who have residents who receive water from LPRW be responsible to pay the bonds if LPRW defaults. This Statute states, in part, as follows:

“The payment of the cost of construction of a multicounty system and the subsequent improvement or extension of the system.....is the obligation of each of the counties containing property assessable for the system in proportion to the area of such property situated within the county.....”.

My interpretation of this Statute is that if LPRW defaults on the payment of the bonds the amount each of the 10 counties needs to pay is the ratio of people served by LPRW in each county bears to the total amount of people served by LPRW. For example, if LPRW serves 100 people throughout the 10 counties and 10 of those individuals are located in Lincoln County, then Lincoln County is responsible to pay 10% of the bond if LPRW defaults. The following is a report prepared by LPRW's engineer (DGR Engineering) which shows the amount each county would pay if LPRW defaults on the bonds.

Jackson – 2%	
Lac qui Parle – 2.5%	
Lincoln – 21.7%	
Lyon – 19.8%	
Murray – 3.3%	
Nobles – 16.5%	
Pipestone – 15.5%	
Redwood – 0.3%	
Rock – 2%	
Yellow Medicine – <u>16.40%</u>	
Total	100%

Even though Minnesota law requires the 10 Counties to pay the bonds if LPRW defaults, LPRW's Bond Attorney (Mia Thibodeau) is requiring all 10 counties to approve the attached JPA before the bonds can be issued. For these reasons I'm requesting that your County Board of Commissioners adopt a Motion which approves the attached JPA and then have the JPA signed. I would like to have all the counties approve the JPA by no later than June 12, 2026. Please contact me if you have any questions. **Furthermore, please reply to this email to confirm that you received it.**

Thanks,
Ron

Schramel Law Office
910 Fourth Avenue
PO Box 505
Windom, MN 56101
P – 507-831-1301 F – 507-831-4200

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: Minnesota Paid Leave - Intermittent Holiday Hours
Originating Department: Administration	Presenter: Aurora Heard

Board Action Requested:

Consider approving adding the following language under Minnesota Paid Leave, Intermittent Leave:

Employees taking intermittent MN PMFL will have their leave accruals, including sick, vacation, and holiday hours pro-rated based on the number of hours worked in the pay period.

Background:

Clarifying holiday hours will be pro-rated like vacation and sick hour accruals.

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: Jonathan & Carolyn Olson - Conditional Use Permit - Feedlot Expansion
Originating Department: P&Z/SWCD	Presenter: John Biren

Board Action Requested:

To recommend to the Board of Commissioners to approve the Conditional Use Permit for a Feedlot Expansion for Jonathan & Carolyn Olson.

Background:

Planning Commission met and approved CUP on 5-12-2026. See attached.

Supporting Documents:

[Jonathan & Carolyn Olson - CUP.pdf](#)

NOTICE OF PUBLIC HEARING

A REQUEST HAS BEEN MADE to the Lyon County Planning and Zoning Administrator by Jonathan and Carolyn Olson for a Conditional Use Permit request to construct or expand a feedlot with a capacity of 300 animal units or more and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. 116.07, subd 7(l). Odor OFFSET setback requirement is 94 %. The land is zoned agricultural and described as following:

All that part of the of the Northwest Quarter (NW ¼) of Section Thirty-two (32) Township One Hundred Thirteen (113) Range Forty (40) Lyon County, MN

Existing Facility Consists of:

Swine, between 55 and 300 pounds (2,400 x.3 animal factor) =720 Animal Units

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing) Approximately 41' x 248' Total Confinement Barn with 41' x 108' x 2' and 41' x 132' x 12' below the barn concrete pit.

The Proposed Facility to Consist of:

Total Confinement Barns, with Underfloor concrete pits, that will house 4,200 head of Swine, between 55 and 300 pounds. The animal unit (AU) capacity will be increased from 720 AU to a final total of 1,260 AU.

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing plus New Addition) Approximately 102' x 248' Total Confinement with an existing 41' x 132' x 12' deep below the barn concrete pit, an addition of a 41' x 108 x 8' deep below the barn concrete pit, and an addition of a 61' x 240' x 8' deep below the barn concrete pit.

This publication shall constitute as notice to each resident and each owner of real property within 5,000 feet of the perimeter of the proposed feedlot as required by Minnesota State Law.

Manure to be applied agronomically up to two times a year. Pit to be pumped at least one time per year, generally in the fall.

The Final Total Animal Unit Capacity = 1260 Animal Units

A Public Hearing on the Conditional Use Permit and Feedlot Public Comment will be held by the Lyon County Planning Commission on Tuesday, May 12, 2026 at 7:00 p.m. in the Commissioner's Room of the Lyon County Government Center, Marshall, Minnesota.

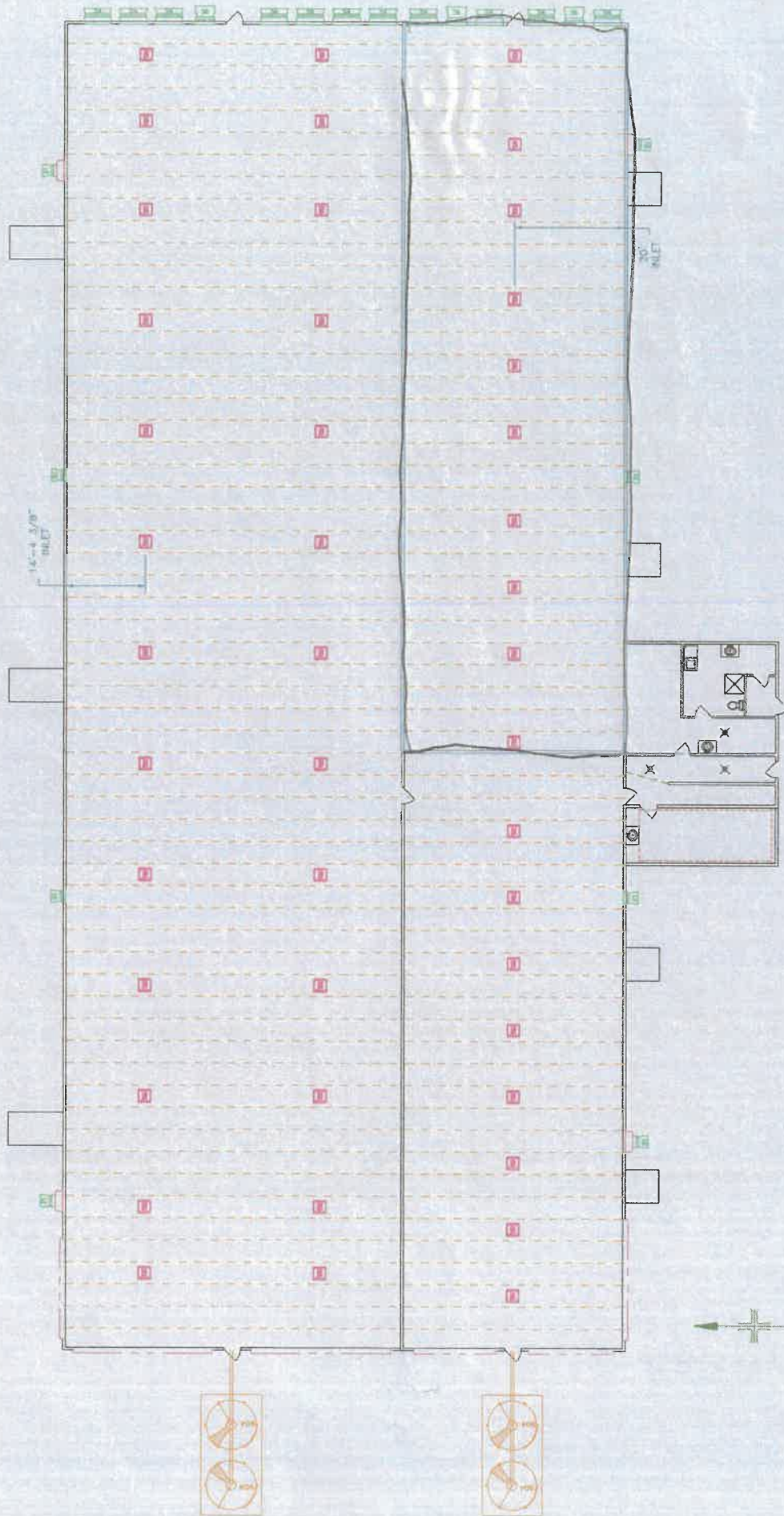
John Biren, Lyon County, Zoning Administrator
Phone: 507-532-8207 Ext.3



Olson Farms CUP Map Lucas Twp Section 32



0 0.07 0.15 0.3 Miles



Project Name	TRUCKS	Project No.	1001
Client Name	TRUCKS	Project No.	1001
Project No.	1001	Project No.	1001
Project No.	1001	Project No.	1001

JONATHAN OLSON



Aerial Map



Map Center: 44° 33' 10.51, -95° 42' 18.43



5/12/2026

Maps Provided By
surety
CUSTOMER ONLINE MAPS
© AgriData, Inc. 2025 www.AgriDataInc.com

32-113N-40W
Lyon County
Minnesota

Field borders provided by Farm Service Agency as of 5/21/2008.

JONATHAN & CAROLYN OLSON, FEEDLOT EXPANSION MOTION

Meulebroeck moved, seconded by Louwagie to recommend to the Lyon County Board of Commissioners to grant a Conditional Use Permit to Jonathan & Carolyn Olson, to construct a feedlot expansion and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. § 116.07, subd 7 (l), to construct or expand a feedlot with a capacity of 300 animal units or more. Odor OFFSET setback requirement is 94%. The land is zoned agricultural and described as:

All that part of the of the Northwest Quarter (NW ¼) of Section Thirty-two (32) Township One Hundred Thirteen (113) Range Forty (40) Lyon County, MN

The Proposed Facility to Consist of:

(Existing Facility Consists of:

Swine, between 55 and 300 pounds (2,400 x.3 animal factor) =720 Animal Units

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing) Approximately 41' x 248' Total Confinement Barn with 41' x 108' x 2' and 41' x 132' x 12'

below the barn concrete pit.

The Proposed Facility to Consist of:

Total Confinement Barns, with Underfloor concrete pits, that will house 4,200 head of Swine, between 55 and 300 pounds. The animal unit (AU) capacity will be increased from 720 AU to a final total of 1,260 AU.

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing plus New Addition) Approximately 102' x 248' Total Confinement with an existing 41' x 132' x 12' deep below the barn concrete pit, an addition of a 41' x 108 x 8' deep below the barn concrete pit, and an addition of a 61' x 240' x 8' deep below the barn concrete pit.

1. That the applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. That the permit is invalid if the holder has not started construction on the feedlot within a year of the issued land use permit. (A land use permit is valid for one year, and can be renewed administratively for a second consecutive year.)

3. That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and other applicable statutes, rules, and ordinances.
4. Manure in a slurry or liquid form that is being applied in accordance to the manure management plan on file with the MPCA shall be injected or spread and incorporated within 24 hours of spreading except for approved emergency spreading.
5. Manure being hauled on public roads must adhere to policies of the particular road authority involved.
6. The applicant shall obtain all appropriate licenses and permits relevant to the request. Agency involved could be the DNR, MPCA, Board of Animal Health, MDA, MDH, etc.
7. Dead animals shall be disposed of in accordance with the Board of Animal Health Regulations. (Structures used for storing dead animals prior to rendering or structures used for composting shall meet appropriate county and state regulations.)
8. The offset model must indicate 94% annoyance odor free. Any odor control technologies used in the offset model must be in place and maintained. Minimum setback to be 660'.
9. The feedlot shall meet the minimum standards side, rear, and road right of way setbacks, other setbacks, and lot size. Any trees to be planted shall be at least 60 feet from the road right of way.
10. Violations of these conditions or other regulations found in the Lyon County Zoning Ordinance are grounds for enforcement proceedings.
11. Minimum lot size for a new animal feedlot is 5 acres.
12. Adopt Findings of Fact as part of Motion.
13. A copy of the County Board's Motion shall be filed with the County Recorder's Office along with the legal description of the property. Additional fees to be paid by the applicant for the actual costs incurred by the county for the recording fees.

VOTING FOR : Sleiter, Louwagie, Meulebroeck

OPPOSED: None

ABSTAINED: Olson

ABSENT: DeBaere

DATED: May 12, 2026

Exhibit B

JONATHAN & CAROLYN OLSON, FEEDLOT EXPANSION MOTION

_____ moved, seconded by _____ to grant a Conditional Use Boerboom Ag Resources, LLC, to construct a feedlot expansion and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. § 116.07, subd 7 (l), to construct or expand a feedlot with a capacity of 300 animal units or more. Odor OFFSET setback requirement is 94%. The land is zoned agricultural and described as:

All that part of the of the Northwest Quarter (NW ¼) of Section Thirty-two (32) Township One Hundred Thirteen (113) Range Forty (40) Lyon County, MN

The Proposed Facility to Consist of:

(Existing Facility Consists of:

Swine, between 55 and 300 pounds (2,400 x.3 animal factor) =720 Animal Units

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing) Approximately 41' x 248' Total Confinement Barn with 41' x 108' x 2' and 41' x 132' x 12' below the barn concrete pit.

The Proposed Facility to Consist of:

Total Confinement Barns, with Underfloor concrete pits, that will house 4,200 head of Swine, between 55 and 300 pounds. The animal unit (AU) capacity will be increased from 720 AU to a final total of 1,260 AU.

Type of Building:

(Existing) Approximately 41' x 250' Total Confinement Barn with 8' deep below the barn concrete manure pit.

(Existing plus New Addition) Approximately 102' x 248' Total Confinement with an existing 41' x 132' x 12' deep below the barn concrete pit, an addition of a 41' x 108 x 8' deep below the barn concrete pit, and an addition of a 61' x 240' x 8' deep below the barn concrete pit.

With the following stipulations:

1. That the applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. That the permit is invalid if the holder has not started construction on the feedlot within a year of the issued land use permit. (A land use permit is valid for one year, and can be renewed administratively for a second consecutive year.)

3. That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and other applicable statutes, rules, and ordinances.
4. Manure in a slurry or liquid form that is being applied in accordance to the manure management plan on file with the MPCA shall be injected or spread and incorporated within 24 hours of spreading except for approved emergency spreading.
5. Manure being hauled on public roads must adhere to policies of the particular road authority involved.
6. The applicant shall obtain all appropriate licenses and permits relevant to the request. Agency involved could be the DNR, MPCA, Board of Animal Health, MDA, MDH, etc.
7. Dead animals shall be disposed of in accordance with the Board of Animal Health Regulations. (Structures used for storing dead animals prior to rendering or structures used for composting shall meet appropriate county and state regulations.)
8. The offset model must indicate 94% annoyance odor free. Any odor control technologies used in the offset model must be in place and maintained. Minimum setback to be 660'.
9. The feedlot shall meet the minimum standards side, rear, and road right of way setbacks, other setbacks, and lot size. Any trees to be planted shall be at least 60 feet from the road right of way.
10. Violations of these conditions or other regulations found in the Lyon County Zoning Ordinance are grounds for enforcement proceedings.
11. Minimum lot size for a new animal feedlot is 5 acres.
12. A copy of the County Board's Motion shall be filed with the County Recorder's Office along with the legal description of the property. Additional fees to be paid by the applicant for the actual costs incurred by the county for the recording fees.

VOTING FOR:

OPPOSED:

ABSTAINED:

ABSENT:

DATED: May 19, 2026

PLANNING COMMISSION - CONDITIONAL USE PERMIT

APPLICANT: Jonathan & Carolyn Olson

FILING DATE: April 24-2026

CUP REQUEST: Feedlot Expansion

DATE 60 DAY LIMIT EXPIRES (COUNTY BOARD ACTION): June 26, 2026

The Lyon County Planning Commission recommends the (approval) (denial) of the applicant's CUP and finds the applicant (has) (has not) made a showing that the use or development conforms to the comprehensive land use plan of the County and is compatible with the existing neighborhood.

Other factors, if any, considered by the Commission include:

- _____ 1. Whether the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding properties.
- _____ 2. Whether adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- _____ 3. Whether adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.
- _____ 4. Whether adequate measures have been or will be taken to control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lights, signs and other lights in such a manner that no disturbance to neighboring properties will result.
- _____ 5. Whether there is a demonstrated need for such use.
- _____ 6. Whether the use will adversely affect the public health, safety or general welfare.
- _____ 7. Other/Special Conditions:

Date: May 12, 2026

Signed: _____



Lyon County Planning Commission

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: Boerboom Ag Resources, LLC - Conditional Use Permit - New Feedlot
Originating Department: P&Z/SWCD	Presenter: John Biren

Board Action Requested:

To recommend to the Board of Commissioner's to approve a Conditional Use Permit for a New Feedlot for Boerboom Ag Resources, LLC.

Background:

Planning Commission met and approved CUP on 5-12-2026. See attached.

Supporting Documents:

[Boerboom Ag Resources.pdf](#)

NOTICE OF PUBLIC HEARING

A REQUEST HAS BEEN MADE to the Lyon County Planning and Zoning Administrator by Boerboom Ag Resources, LLC on land to be purchased from SanMarBo Farms, Inc., for a Conditional Use Permit request to construct a new feedlot and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. 116.07, subd 7(l). Odor OFFSET setback requirement is 94 %. The land is zoned agricultural and described as following:

A parcel of property located in the Southwest Quarter, of the Southwest Quarter, of the Southwest Quarter, (SW ¼, SW ¼, SW ¼) of Section Twenty-six (26) Township One Hundred Ten (110) Range Forty (40) Lyon County, MN

The Proposed Facility to Consist of:

(New) Swine, between 55 and 300 pounds (3,300 x.03 animal factor) = 990 Animal Units

Type of Building:

(New) Approximately 122' x 221' Total Confinement Barn with 8' deep below the barn concrete manure pit.

Manure to be applied agronomically up to two times a year. Pit to be pumped at least one time per year, generally in the fall.

The Final Total Animal Unit Capacity = 990 Animal Units

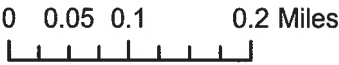
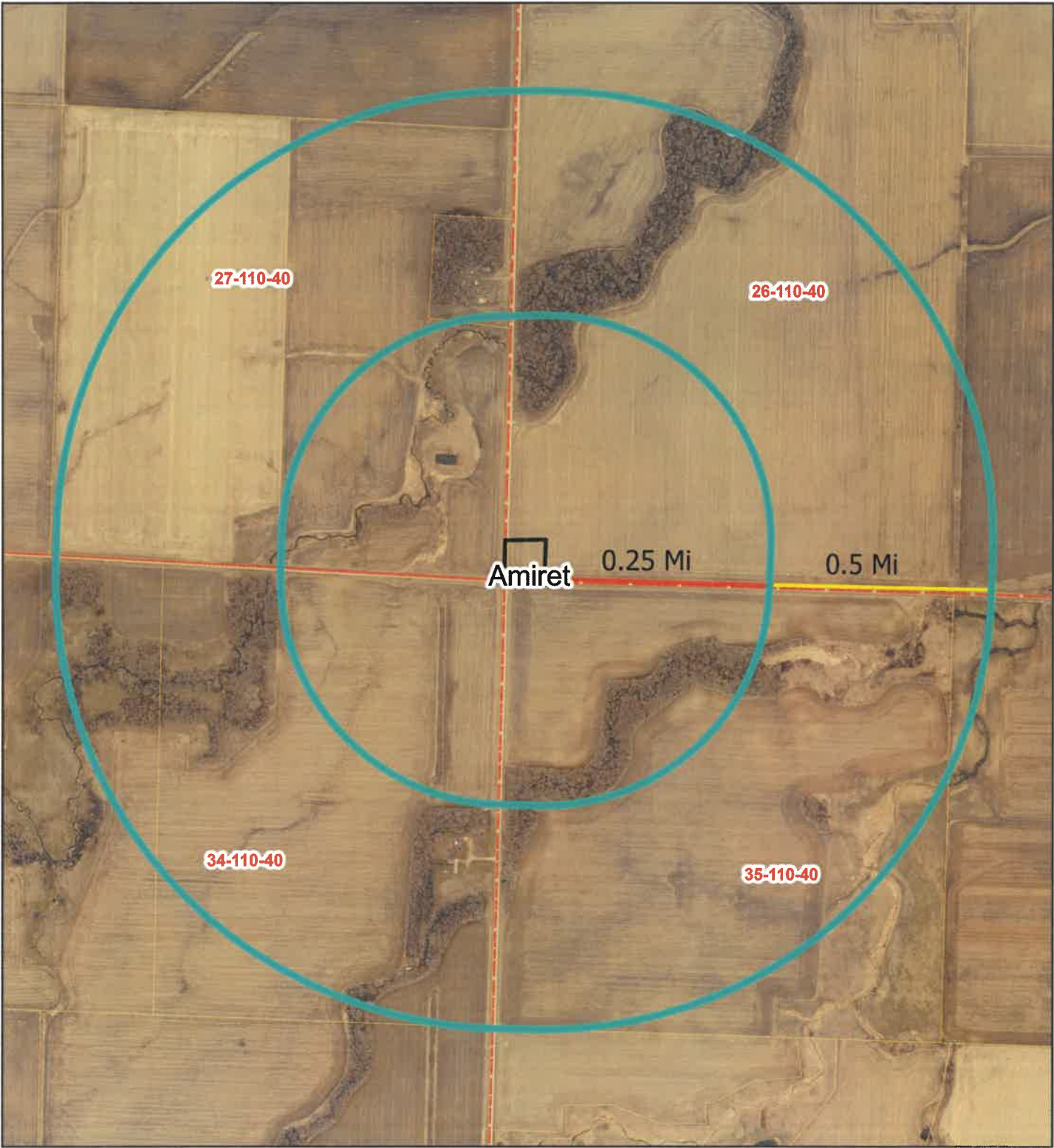
This publication shall constitute as notice to each resident and each owner of real property within 5,000 feet of the perimeter of the proposed feedlot as required by Minnesota State Law.

A Public Hearing on the Conditional Use Permit and Feedlot Public Comment will be held by the Lyon County Planning Commission on Tuesday, May 12, 2026 at 7:00 p.m. in the Commissioner's Room of the Lyon County Government Center, Marshall, Minnesota.

John Biren, Lyon County, Zoning Administrator
Phone: 507-532-8207 Ext.3



Boerboom Farms CUP Map Amiret Twp Section 26



BOERBOOM AG RESOURCES, LLC MOTION

Louwagie moved, seconded by Meulebroeck to recommend to the Lyon County Board of Commissioners to grant a Conditional Use Permit to Boerboom Ag Resources, LLC, to construct a new feedlot and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. § 116.07, subd 7 (l), to construct or expand a feedlot with a capacity of 300 animal units or more. Odor OFFSET setback requirement is 94%. The land is zoned agricultural and described as:

A parcel of property located in the Southwest Quarter, of the Southwest Quarter, of the Southwest Quarter, (SW ¼, SW ¼, SW ¼) of Section Twenty-six (26) Township One Hundred Ten (110) Range Forty (40) Lyon County, MN

The Proposed Facility to Consist of:

(New) Swine, between 55 and 300 pounds (3,300 x.03 animal factor) = 990 Animal Units

Type of Building:

(New) Approximately 122' x 221' x 8' Total Confinement Barn with 8' deep below the barn concrete manure pit.

1. That the applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. That the permit is invalid if the holder has not started construction on the feedlot within a year of the issued land use permit. (A land use permit is valid for one year, and can be renewed administratively for a second consecutive year.)
3. That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and other applicable statutes, rules, and ordinances.
4. Manure in a slurry or liquid form that is being applied in accordance to the manure management plan on file with the MPCA shall be injected or spread and incorporated within 24 hours of spreading except for approved emergency spreading.
5. Manure being hauled on public roads must adhere to policies of the particular road authority involved.
6. The applicant shall obtain all appropriate licenses and permits relevant to the request. Agency involved could be the DNR, MPCA, Board of Animal Health, MDA, MDH, etc.
7. Dead animals shall be disposed of in accordance with the Board of Animal Health Regulations. (Structures used for storing dead animals prior to rendering or structures used for composting shall meet appropriate county and state regulations.)
8. The offset model must indicate 94% annoyance odor free. Any odor control technologies used in the offset model must be in place and maintained. Minimum setback to be 1320'.

9. The feedlot shall meet the minimum standards side, rear, and road right of way setbacks, other setbacks, and lot size. Any trees to be planted shall be at least 60 feet from the road right of way.
10. Violations of these conditions or other regulations found in the Lyon County Zoning Ordinance are grounds for enforcement proceedings.
11. Minimum lot size for a new animal feedlot is 5 acres.
12. Adopt Findings of Fact as part of Motion.
13. A copy of the County Board's Motion shall be filed with the County Recorder's Office along with the legal description of the property. Additional fees to be paid by the applicant for the actual costs incurred by the county for the recording fees.

VOTING FOR : Meulebroeck, Olson, Sleiter, Louwagie

OPPOSED: None

ABSTAINED: None

ABSENT: DeBaere

DATED: May 12, 2026

Exhibit B

BOERBOOM AG RESOURCES, LLC MOTION

_____ moved, seconded by _____ to grant a Conditional Use Boerboom Ag Resources, LLC, to construct a new feedlot and to hear public comment to fulfill Minnesota Session Law 2000 – Minn. Stat. § 116.07, subd 7 (l), to construct or expand a feedlot with a capacity of 300 animal units or more. Odor OFFSET setback requirement is 94%. The land is zoned agricultural and described as:

A parcel of property located in the Southwest Quarter, of the Southwest Quarter, of the Southwest Quarter, (SW ¼, SW ¼, SW ¼) of Section Twenty-six (26) Township One Hundred Ten (110) Range Forty (40) Lyon County, MN

The Proposed Facility to Consist of:

(New) Swine, between 55 and 300 pounds (3,300 x.03 animal factor) = 990 Animal Units

Type of Building:

(New) Approximately 122' x 221' x 8' Total Confinement Barn with 8' deep below the barn concrete manure pit.

With the following stipulations:

1. That the applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. That the permit is invalid if the holder has not started construction on the feedlot within a year of the issued land use permit. (A land use permit is valid for one year, and can be renewed administratively for a second consecutive year.)
3. That the county may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and other applicable statutes, rules, and ordinances.
4. Manure in a slurry or liquid form that is being applied in accordance to the manure management plan on file with the MPCA shall be injected or spread and incorporated within 24 hours of spreading except for approved emergency spreading.
5. Manure being hauled on public roads must adhere to policies of the particular road authority involved.
6. The applicant shall obtain all appropriate licenses and permits relevant to the request. Agency involved could be the DNR, MPCA, Board of Animal Health, MDA, MDH, etc.
7. Dead animals shall be disposed of in accordance with the Board of Animal Health Regulations. (Structures used for storing dead animals prior to rendering or structures used for composting shall meet appropriate county and state regulations.)

8. The offset model must indicate 94% annoyance odor free. Any odor control technologies used in the offset model must be in place and maintained. Minimum setback to be 1320'.
9. The feedlot shall meet the minimum standards side, rear, and road right of way setbacks, other setbacks, and lot size. Any trees to be planted shall be at least 60 feet from the road right of way.
10. Violations of these conditions or other regulations found in the Lyon County Zoning Ordinance are grounds for enforcement proceedings.
11. Minimum lot size for a new animal feedlot is 5 acres.
12. A copy of the County Board's Motion shall be filed with the County Recorder's Office along with the legal description of the property. Additional fees to be paid by the applicant for the actual costs incurred by the county for the recording fees.

VOTING FOR:

OPPOSED:

ABSTAINED:

ABSENT:

DATED: May 19, 2026

PLANNING COMMISSION - CONDITIONAL USE PERMIT

APPLICANT: Boerboom Ag Resources, LLC

FILING DATE: April 24-2026

CUP REQUEST: New Feedlot

DATE 60 DAY LIMIT EXPIRES (COUNTY BOARD ACTION): June 26, 2026

The Lyon County Planning Commission recommends the (approval) (denial) of the applicant's CUP and finds the applicant (has) (has not) made a showing that the use or development conforms to the comprehensive land use plan of the County and is compatible with the existing neighborhood.

Other factors, if any, considered by the Commission include:

- _____ 1. Whether the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding properties.
- _____ 2. Whether adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
- _____ 3. Whether adequate measures have been or will be taken to provide sufficient off-street parking and loading spaces to serve the proposed use.
- _____ 4. Whether adequate measures have been or will be taken to control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lights, signs and other lights in such a manner that no disturbance to neighboring properties will result.
- _____ 5. Whether there is a demonstrated need for such use.
- _____ 6. Whether the use will adversely affect the public health, safety or general welfare.
- _____ 7. Other/Special Conditions:

Date: May 12, 2026

Signed: _____



Lyon County Planning Commission

LYON COUNTY

REQUEST FOR BOARD ACTION

Requested Board Date: 05/19/26	Item: A.C.E. Annual Update
Originating Department: Administration	Presenter: Michelle Baumhoefer

Board Action Requested:

Hear an update on the activities of the A.C.E. program.

Background:

N/A