

Notice & Agenda

Yellow Medicine County Board of Commissioners

Tuesday, January 28, 2014 at 9:00 a.m.

Commissioner's Board Room – 180 8th Ave., Granite Falls, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-564-5841 at least 48 hours prior to the meeting. The Yellow Medicine County Board of Commissioner regular meetings are held on the second and fourth Tuesday of each month unless otherwise scheduled. Agenda item times may be subject to change due to agenda changes and actual time needed for each agenda item.

<u>Time</u>	<u>Page Number</u>	<u>Agenda Items</u>
9:00 a.m.		Call to Order, Roll Call and Pledge of Allegiance
		Approval of Agenda
		Consent Agenda
	1-4	(1) Approval of the January 7, 2014 County Board meeting minutes
		(2) Approval of retirement for Randy Jacobson, Planning & Zoning Administrator
	5-11	(3) Approval to replace the Planning & Zoning Administrator
	12-15	(4) Authorization for the Office of State Auditor to perform 2013 Audit
		(5) Agreement for Prosecution Services for 2014 for the City of Echo at a rate of \$85 per hour
9:05 a.m.		Citizen Comments
		Commissioners' Board & Committee Reports
9:40 a.m.		Department/Program Updates
9:55 a.m.		(1) Sheriff/Jail: Bill Flaten and Kathy Busack
		(2) Family Service Center: Rae Ann Keeler-Aus
		<ul style="list-style-type: none">• Emily McGonigle, Social Worker, will present on Adverse Childhood Experiences and Brain Development• Request for permanent status for Emily McGonigle, Social Worker and Patty Johnson, Eligibility Worker• Request to establish a change fund of \$100 for the Family Service Center• Santa's Sleigh Report• CPHN Contract• Request approval of Social Service Intern Duane Moerke
10:30 a.m.		Break
10:40 a.m.		Regular Agenda
	16-24	(1) Michelle May and Chris Balfany: Partial payment #2 and #3 for CD 9 Branch R improvement project
10:55 a.m.	25-26	(2) Michelle Gatz: Request to use grant money for national training in Michigan
11:00 a.m.		(3) Personnel Policy Review
11:20 a.m.		(4) Commissioner Appointment to Prairie Waters Committee
11:25 a.m.		(5) Commissioner Appointment to Pioneerland Library
11:30 a.m.		(6) Janel Timm: Tax Forfeiture Property
12:00 p.m.		Recess
1:00 p.m.		Reconvene
	27	(7) Resolution for Support of the Move MN Campaign
1:05 p.m.		(8) Request to purchase a recycle bin for the city of Porter at a cost of \$6750
1:15 p.m.		(9) Request approval of agreement between Yellow Medicine County and AFSCME Courthouse Union

1:30 p.m.

(10) Phase II Building Update

Other Business

Informational

28
29-30

- (1) December 2013 Jail Report
- (2) Trailer Court Rezoning Notice of Public Hearing for City of Canby

Approval of Disbursements/Review Auditor's Warrants

Notice of Upcoming Meetings/Events

- (1) February 11 – County Board – 9 a.m. at County Board Room
- (2) February 18 – JD 3 Hearing – 1:00 p.m. at County Board Room
- (3) February 25 – County Board – 9 a.m. at County Board Room
- (4) March 11 – County Board – 9 a.m. at County Board Room
- (5) March 25 – County Board – 9 a.m. at County Board Room

2:30 p.m.

Adjourn

***Informational**

2:30 p.m.

Ad Hoc Insurance Committee Meeting

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**Yellow Medicine County Board Meeting Minutes
January 7, 2014**

Chairman Ron Antony called this regular meeting of the Yellow Medicine County Board to order at 9:00 a.m. with Commissioners Ron Antony, Greg Renneke, Gary Johnson, Louis Sherlin and John Berends present. Also present were County Administrator Peg Heglund, County Attorney Keith Helgeson, Finance and Administration Deputy Ashley Soine, West Central Tribune reporter Tom Cherveney and Granite Falls Advocate Tribune reporter Scott Tedrick.

Pledge of Allegiance

Election of Chair 01-07-14-01 Commissioner Antony called for nominations for the 2014 County Board Chair. Commissioner Johnson nominated Commissioner Sherlin. Commissioner Antony called for additional nominations three times and heard none. Motion by Commissioner Johnson and seconded by Commissioner Berends to close nominations and cast a unanimous ballot for Commissioner Sherlin for 2014 County Board Chair. Motion carried with all voting in favor.

Election of Vice-Chair 01-07-14-02 Chairman Sherlin called for nominations for 2014 County Vice-Chair. Commissioner Johnson nominated Commissioner Renneke. Commissioner Sherlin called for additional nominations three times and heard none. Motion by Commissioner Antony and seconded by Commissioner Berends to close nominations and cast a unanimous ballot for Commissioner Renneke for 2014 County Board Vice-Chair. Motion carried with all voting in favor.

Approve Agenda 01-07-14-03 Motion by Commissioner Antony and seconded by Commissioner Renneke to approve the agenda. Motion carried with all voting in favor.

2014 Organizational Business:

Committee/Board/Task Force/Delegate Appointments 01-07-14-04 The Board reviewed the list of committee, task force and board assignments. Motion by Commissioner Antony and seconded by Commissioner Johnson to approve the list of committee, board, task force and delegate appointments for 2014. Motion carried with all voting in favor. A complete list of appointments is on file with the Finance & Administration Department.

Meeting Dates and Times 01-07-14-05 Motion by Commissioner Johnson and seconded by Commissioner Antony to set regular County Board meetings for the 2nd and 4th Tuesdays of the month at 9:00 a.m. at the Yellow Medicine County Board Room. Motion carried with all voting in favor.

Gopher Bounty 01-07-14-06 Motion by Commissioner Antony and seconded by Commissioner Berends to set the gopher bounty at \$2 per gopher for 2014. Motion carried with all voting in favor.

Official Newspaper 01-07-14-07 Motion by Commissioner Berends and seconded by Commissioner Antony to designate the Advocate Tribune as the official 2014 County newspaper. Motion carried with all voting in favor.

Mileage Reimbursement The Board will follow a prior motion to follow current IRS rate which is \$.56/mile for 2014.

Meal Reimbursement 01-07-14-08 Motion by Commissioner Johnson and seconded by Commissioner Renneke to set the meal reimbursement amount at \$33 per day for 2014. Motion carried with all voting in favor.

Fairgrounds Storage Rate 01-07-14-09 Motion by Commissioner Antony and seconded by Commissioner Renneke to set the 2014 Fairgrounds storage rate at \$4.00 per linear foot for all items inside except \$35 for a car, \$25 for a motorcycle and \$15 for a golf cart and ½ price for open wall storage. Motion carried with all voting in favor.

Tax Forfeit Fees 01-07-14-10 Motion by Commissioner Johnson and seconded by Commissioner Berends to approve Resolution #01-2014 as presented authorizing 20% of the tax-forfeit proceeds remaining after the appointments required under M.S. 282.08, Subdivisions 1 through 3, be used for the acquisition and maintenance of county parks and recreational areas. Motion carried with all voting in favor.

Fairground Storage Committee 01-07-14-11 Motion by Commissioner Antony and seconded by Commissioner Renneke to approve \$300 per year per diem for the Fairground Storage Committee. Commissioner Sherlin was appointed to the committee. Motion carried with all voting in favor.

Charging Attorney Costs to Human Services 01-07-14-12 Motion by Commissioner Johnson and seconded by Commissioner Berends to approve charging the actual costs of the County Attorney’s Office services provided to Human Services to the Human Services Fund. Motion carried with all voting in favor.

Highway Department Equipment Purchase Committee 01-07-14-13 Motion by Commissioner Antony and seconded by Commissioner Berends to establish a Highway Department Equipment Purchase Committee and appoint Commissioner Johnson and Commissioner Renneke to sit on the committee. Motion carried with all voting in favor.

Medical Insurance Committee 01-07-14-14 Motion by Commissioner Johnson and seconded by Commissioner Renneke to establish an Ad Hoc Medical Insurance Committee and appoint Commissioner Antony and Commissioner Sherlin to sit on the committee. Motion carried with all voting in favor.

Consent Agenda 01-07-14-15 Motion by Commissioner Antony and seconded by Commissioner Berends to approve the consent agenda items as follows: December 26, 2013 County Board meeting minutes. Motion carried with all voting in favor.

Citizen Comments None

Commissioners’ Report Commissioner Johnson reported on Soil and Water Task Force and Region 6W Community Corrections. Commissioner Berends reported on Southern Prairie. Commissioner Antony reported on Region 6W Community Corrections. Commissioner Renneke reported on the Hanley Falls Museum donation. Commissioner Sherlin reported on Area II and RCRC.

Senator Dahms and Representative Swedzinski presented to the Board.

The Board recessed for break at 10:37 a.m.

The Board reconvened at 10:49 a.m.

Department/Program Updates

Randy Jacobson, Planning & Zoning Administrator, gave an update on the Planning & Zoning department.

Board of Adjustment 01-07-14-16 Motion by Commissioner Antony and seconded by Commissioner Johnson to appoint Planning Commission member Tom Massman to a three-year term on the Board of Adjustment with the term ending December 31, 2016. Motion carried with all voting in favor.

Planning Commission Appointments The Board reviewed seven applications submitted for five open positions on the County Planning Commission. Planning and Zoning Director Randy Jacobson showed the Board on a map where all the applicants and current members of the Planning Commission live. The Board carefully reviewed each application and also discussed the importance of trying to get an equally disbursed geographic representation of members on the Planning Commission. The Board appointed the five Planning Commission members individually as follows:

01-07-14-17 Motion by Commissioner Johnson and seconded by Commissioner Antony to appoint Mike Hinz to a three-year term on the Planning Commission with the term ending December 31, 2016. Motion carried with all voting in favor.

01-07-14-18 Motion by Commissioner Johnson and seconded by Commissioner Antony to appoint Dorian Gatchell to a three-year term on the Planning Commission with the term ending December 31, 2016. Motion carried with all voting in favor.

01-07-14-19 Motion by Commissioner Johnson and seconded by Commissioner Antony to appoint Richard Larsen to a three-year term on the Planning Commission with the term ending December 31, 2016. Motion carried with all voting in favor.

01-07-14-20 Motion by Commissioner Antony and seconded by Commissioner Johnson to appoint Charles Hoffman to a three-year term on the Planning Commission with the term ending December 31, 2016. Motion carried with all voting in favor.

01-07-14-21 Motion by Commissioner Johnson and seconded by Commissioner Renneke to appoint Gordon Ferguson to a three-year term on the Planning Commission with the term ending December 31, 2016. Motion carried with all voting in favor.

County Feedlot Program Delegation Agreement and Work Plan 01-07-14-22 Motion by Commissioner Antony and seconded by Commissioner Johnson to approve the County Feedlot Program Delegation Agreement and Work Plan. Motion carried with all voting in favor.

Regular Agenda

Replace Sheriff's Department Vehicle 01-07-14-23 Motion by Commissioner Johnson and seconded by Commissioner Antony to replace the 2006 Ford Crown Victoria with a Ford Police Interceptor SUV at a cost of \$27,000 plus tax, title, license, fees and accessories. Motion carried with all voting in favor.

Purchase of Forfeited Vehicle 01-07-14-24 Motion by Commissioner Johnson and seconded by Commissioner Antony to approve the purchase and sale of a forfeited vehicle. Motion carried with all voting in favor.

Family Service Center

Introduction of Danielle Guertin, Administrative Secretary.

Extended Retirement Date for Diane Johnson 01-07-14-25 Motion by Commissioner Antony and seconded by Commissioner Johnson to extend the retirement date for Diane Johnson, Lead Child Support Officer, from March 31, 2014 to June 5, 2014 in order to hire and train a new Child Support Officer. Motion carried with all voting in favor.

Reappoint Michelle Gatz as the County Veterans Service Officer 01-07-14-26 Motion by Commissioner Antony and seconded by Commissioner Berends to reappoint Michelle Gatz as the County Veterans Service Officer to a 4-year term effective November 1, 2013 to November 1, 2017. Motion carried with all voting in

favor.

Other Business None

Informational None

Approval of Disbursements/Review Auditor's Warrants 01-07-14-27 Motion by Commissioner Antony and seconded by Commissioner Berends to approve the commissioner warrants for the following amounts: \$5,593.50 Ditch Fund, \$145,221.66 Revenue Fund, \$139,075.32 Road & Bridge Fund, \$82,752.83 Human Services Fund; and acknowledged review of the Auditor's warrants. Motion carried with all voting in favor.

Review of Upcoming Meetings and Events The Board reviewed upcoming meetings and events.

The Board recessed at 11:43 p.m.

The Board reconvened at 1:00 p.m. for the Phase II Building Discussion.

Adjourn 01-07-14-28 Motion by Commissioner Antony and seconded by Commissioner Berends to adjourn at 2:36 p.m. Motion carried with all voting in favor.

Witness:

Attest:

Louis Sherlin, Chair

Peggy Heglund, County Administrator

DRAFT



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA

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January 10, 2014

Ms. Michelle May, Finance Manager
Yellow Medicine County
415 – 9th Avenue, Suite 102
Granite Falls, Minnesota 56241

Members of the Board of Commissioners
County Administrator
Yellow Medicine County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minn. Stat. § 6.48 for Yellow Medicine County for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Yellow Medicine County as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Yellow Medicine County’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Yellow Medicine County’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management’s discussion and analysis
- Budgetary presentations for the general and major special revenue funds and related notes
- GASB-required supplementary other post-employment benefits schedule and related notes

We have also been engaged to report on supplementary information other than RSI that accompanies Yellow Medicine County’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Combining and individual fund statements
- Budgetary presentations for other funds

- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and the legal provisions of the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received, for understanding and complying with the compliance requirements,

and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. In order to meet your responsibilities for the financial statements, notes, and schedule of expenditures of federal awards, you agree to have information completed and available for audit by the dates identified in a schedule of completion document provided to auditors. If you are unable to prepare the information needed for the financial statements, notes, or schedule of expenditures of federal awards, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, notes, and schedule of expenditures of federal awards based on management's chart of accounts and other information determined and approved by management. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. The County understands this will result in additional costs and agrees to pay for these services.

You will be required to acknowledge in the written representation letter our assistance, if any, with preparation of the financial statements, notes, and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material

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effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (b) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with generally accepted accounting principles (GAAP); (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those financial audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Yellow Medicine County’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Yellow Medicine County’s major programs. The purpose of those procedures will be to express an opinion on Yellow Medicine County’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. Additional copies of the reporting package may be required. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor’s reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for your audit.

We will provide your governing body, management, related organization representatives, and nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Office of the State Auditor. We may be requested to make certain audit documentation available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties

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may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Progress billings will be mailed to you every four weeks. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2012 peer review report can be found on our website at www.auditor.state.mn.us.

We appreciate the opportunity to be of service to Yellow Medicine County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (651) 282-2748 or Rick Pietrick, who will be in charge of this audit, at (651) 282-2387 or at rick.pietrick@osa.state.mn.us. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us at the following address:

Office of the State Auditor
607 West Main Street
Marshall, Minnesota 56258

Sincerely,



Dianne Syverson, CPA
Audit Manager

Approved: This letter correctly sets forth the understanding of Yellow Medicine County.

Chair, Board of Commissioners

Date

County Administrator

Date

Finance Manager

Date

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF YELLOW MEDICINE and the YELLOW MEDICINE COUNTY ATTORNEY, hereinafter referred to as the "County," and the CITY OF ECHO, MINNESOTA, hereinafter referred to as the "Municipality;"

WHEREAS, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality and misdemeanor violations of municipal ordinances and regulations of the Municipality;

WHEREAS, Minn. Stat. § 484.87, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and/or services as mandated by Minn. Stat. § 611A; (5) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the Municipality; (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated by the Municipality's law enforcement agency and; (7) prosecuting misdemeanor violations of municipal ordinances and regulations of the Municipality;

WHEREAS, logistically, functionally, and financially such an Agreement is mutually beneficial to both the County and Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. **TERM AND COST OF THE AGREEMENT**

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality beginning January 1, 2014. This Agreement will continue for the calendar year 2014. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.

- i) Beginning January 1, 2014, the Municipality will pay the County at the rate of \$85 (eighty five dollars) per hour for all attorney services in such cases.
- ii) The Municipality shall be billed monthly, and the billings shall specify the title of each prosecution case, the date and services rendered, and the time expended. The Municipality shall pay such billings within 30 days of the date of each billing.

B) The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 60 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal district or federal appellate court.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. **The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.**

IN WITNESS WHEREOF, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Yellow Medicine, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Yellow Medicine County Attorney, effective on the date and for the duration as above-referenced.

Dated: 1-14-14

CITY OF ECHO

By: Daniel Rummel
Mayor

Attest: Sandra Stearns
City Clerk-Administrator

Dated: _____

COUNTY OF YELLOW MEDICINE

By: _____
Chair
Yellow Medicine County Board

By: _____
Peggy Heglund
County Administrator

Dated: _____

YELLOW MEDICINE COUNTY ATTORNEY

By: _____
Keith Helgeson
County Attorney

YELLOW MEDICINE COUNTY ATTORNEY

868 Prentice Avenue
 Granite Falls, Minnesota 56241-0128
 Telephone 320-564-5832
 Facsimile 320-564-3231
 Email keith.helgeson@co.ym.mn.gov

MEMO

TO: Echo City Council
FROM: Keith Helgeson, County Attorney
DATE: January 13, 2014
RE: 2012 and 2013 Prosecutions Cases

Here is a summary of the cases our office handled for the City of Echo for 2012 and 2013.

2012

<u>CASE</u>	<u>COURT NUMBER</u>	<u>AMOUNT BILLED</u>
Hunter	ICR#12400133	\$ 42.50
Swanson	87-CR-12-492	\$1,126.25
Mackenroth	87-CR-12-422	\$ 191.25
Eischens	87-VB-12-642	\$ 21.25
		<u>\$1,381.25</u>

2013

<u>CASE</u>	<u>COURT NUMBER</u>	<u>AMOUNT BILLED</u>
Luhman	87-VB-13-192	\$ 42.50
		<u>\$ 42.50</u>

RESOLUTION TO CREATE INTERFUND LOAN BETWEEN GENERAL FUND AND DITCH FUND FOR THE PAYMENT OF DITCH IMPROVEMENT EXPENSES

Resolution # 02-2014

WHEREAS, the Yellow Medicine County Ditch Fund does not have sufficient funds to pay expenses related to the improvement project on County Ditch 9 Branch R, and;

WHEREAS, Yellow Medicine County allows temporary interfund loans under policy 406 when a fund has a temporary cash deficiency. Under this policy, these loans must be repaid to the lending fund within 90 calendar days.

THEREFORE, BE IT RESOLVED, Yellow Medicine County General Fund will loan \$324,794 to the Ditch Fund for payments made to complete the County Ditch 9 Branch R improvements.

BE IT FURTHER RESOLVED, at completion of the project, petitioners will be billed for their portion of the improvement costs. The funds received from these invoices will go to reimburse the General Fund first and then the Ditch Fund. Petitioners will have 30 days to pay their invoices. At the end of the 30 days, any unpaid balances will be placed as liens on the petitioners' property impacted by the improvement project. The remaining balances will be paid over ___ years at ___ %.

BE IT FURTHER RESOLVED, due to the timing of tax collections and uncertainty as to how many petitioners will pay off the invoice, the County Board of Commissioners authorize the interfund loan to extend past 90 calendar days, but must be repaid by December 31, 2014.

Adopted by Yellow Medicine County this 28th day of January, 2014.

County Board of Commissioners

Louis Sherlin, Chairman

I, Peg Heglund, Administrator in and for the County of Yellow Medicine, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 28th day of January, 2014.

Peg Heglund, County Administrator



BOLTON & MENK, INC.®

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140 First Avenue North • P.O. Box 434 • Sleepy Eye, MN 56085-0434

Phone (507) 794-5541 • Fax (507) 794-5542

www.bolton-menk.com

January 2, 2014

Michelle May
Finance Manager
Yellow Medicine County
415 9th Avenue
Granite Falls, MN 56241

Re: Partial Pay Estimate No. 2
County Ditch No. 9, Branch R Improvements
Yellow Medicine County, MN
BMI Project No.:S12.103814

Dear Michelle:

Enclosed herein are three copies of Partial Pay Estimate No. 2 for the referenced project. This estimate is submitted for the Board's consideration. We recommend payment to Hjerpe Contracting, Inc. in the amount of \$300,396,67 as itemized in Partial Pay Estimate No. 2.

Please contact our office with any questions or comments regarding this estimate.

Sincerely,

BOLTON & MENK, INC.

Duane W. Hansel, P.E.

Enclosure

PARTIAL PAY ESTIMATE NO.

JD 9, Branch R Improvement
Yellow Medicine County, MN

Project No.: S12.103814

FILENAME: H:\VMCO\S12103814\Excel\103814 Quant.xls\Partial Pay Est #2A
WORK COMPLETED THROUGH DECEMBER 20, 2013

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES (WITH CHANGE ORDER #1)			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	
LATERAL 2											
1	Mobilization	\$40,000.00	1	Lump Sum	\$40,000.00	0.25	Lump Sum	\$10,000.00	0.95	Lump Sum	\$38,000.00
2	Clear & Grub	\$1,600.00	1	Lump Sum	\$1,600.00	0	Lump Sum	\$0.00	0	Lump Sum	\$0.00
3	Exploratory Excavation	\$335.00	35	Hours	\$11,725.00	5	Hours	\$1,675.00	10.5	Hours	\$3,517.50
4	Drain Tile Connection	\$450.00	25	Each	\$11,250.00	5	Each	\$2,250.00	6	Each	\$2,700.00
5	Construct Cross Connect	\$1,200.00	5	Each	\$6,000.00	2	Each	\$2,400.00	4	Each	\$4,800.00
6	Aggregate Surfacing, Class 5	\$24.00	70	Ton	\$1,680.00	39	Ton	\$936.00	39	Ton	\$936.00
7	12" Intakes	\$765.00	10	Each	\$7,650.00	1	Each	\$765.00	1	Each	\$765.00
8	18" Perforated Drain Tile with Sock	\$15.95	1,010	Linear Foot	\$16,109.50	0	Linear Foot	\$0.00	647	Linear Foot	\$10,319.65
9	21" Non-Perforated Drain Tile	\$23.65	1,940	Linear Foot	\$45,881.00	0	Linear Foot	\$0.00	1,940	Linear Foot	\$45,881.00
10	21" Perforated Drain Tile with Sock	\$24.35	300	Linear Foot	\$7,305.00	0	Linear Foot	\$0.00	300	Linear Foot	\$7,305.00
10	24" Non-Perforated Drain Tile	\$23.65	3,700	Linear Foot	\$87,505.00	2,893	Linear Foot	\$68,419.45	4,055	Linear Foot	\$95,900.75
11	24" Perforated Drain Tile with Sock	\$24.35	500	Linear Foot	\$12,175.00	160	Linear Foot	\$3,896.00	160	Linear Foot	\$3,896.00
11	30" Non-Perforated Drain Tile	\$33.95	1,223	Linear Foot	\$41,520.85	1,169	Linear Foot	\$39,687.55	1,169	Linear Foot	\$39,687.55
12	36" Non-Perforated Drain Tile	\$42.05	1,588	Linear Foot	\$66,775.40	1,647	Linear Foot	\$69,256.35	1,647	Linear Foot	\$69,256.35
13	Bore and Jack 40" Steel Casing	\$495.00	100	Linear Foot	\$49,500.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
14	42" CM Pipe Culvert with Rodent Guard	\$110.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00
15	Riprap, Class 2	\$65.00	15	Cubic Yard	\$975.00	17	Cubic Yard	\$1,105.00	17	Cubic Yard	\$1,105.00
16	Inlet Protection	\$55.00	22	Each	\$1,210.00	14	Each	\$770.00	15	Each	\$825.00
17	Temporary Ditch Check, Type 3	\$3.55	180	Linear Foot	\$639.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
18	Rock Ditch Check	\$80.00	5	Cubic Yard	\$400.00	0	Cubic Yard	\$0.00	0	Cubic Yard	\$0.00
19	Seeding	\$2,200.00	0.3	Acre	\$660.00	0	Acre	\$0.00	0	Acre	\$0.00
TOTAL LATERAL 2					\$412,760.75			\$203,360.35			\$327,094.80
LATERAL 3 / A / B											
20	Close Open Ditch	\$2,500.00	5	Stations	\$12,500.00	0	Stations	\$0.00	0	Stations	\$0.00
21	Exploratory Excavation	\$335.00	30	Hours	\$10,050.00	9	Hours	\$3,015.00	13	Hours	\$4,355.00
22	Aggregate Surfacing, Class 5	\$24.00	40	Ton	\$960.00	0	Ton	\$0.00	26	Ton	\$624.00
23	Drain Tile Connection	\$450.00	35	Each	\$15,750.00	2	Each	\$900.00	5	Each	\$2,250.00
24	Construct Cross Connect	\$1,200.00	5	Each	\$6,000.00	0	Each	\$0.00	3	Each	\$3,600.00
25	12" Intakes	\$765.00	12	Each	\$9,180.00	0	Each	\$0.00	1	Each	\$765.00
26	8" Perforated Drain Tile with Sock	\$15.00	215	Linear Foot	\$3,225.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
27	10" Perforated Drain Tile with Sock	\$38.00	35	Linear Foot	\$1,330.00	0	Linear Foot	\$0.00	200	Linear Foot	\$7,600.00
28	15" Perforated Drain Tile with Sock	\$13.90	1,670	Linear Foot	\$23,213.00	0	Linear Foot	\$0.00	1,875	Linear Foot	\$26,062.50

PARTIAL PAY ESTIMATE NO.

JD 9, Branch R Improvement
Yellow Medicine County, MN
Project No.: S12.103814

FILENAME: HYMCO\S12103814\Excel\1103814 Quant.xls\Partial Pay Est. #2A
WORK COMPLETED THROUGH DECEMBER 20, 2013

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES (WITH CHANGE ORDER #1)			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT AMOUNT	QNTY	UNIT AMOUNT	QNTY	UNIT AMOUNT	QNTY	UNIT AMOUNT	
29	24" Non-Perforated Drain Tile	\$26.60	2,695	Linear Foot	\$71,687.00	0	Linear Foot	\$0.00	2,701	Linear Foot	\$71,846.60
30	30" Non-Perforated Drain Tile	\$35.20	4,920	Linear Foot	\$173,184.00	0	Linear Foot	\$0.00	5,067	Linear Foot	\$178,358.40
31	30" Perforated Drain Tile with Sock	\$35.95	300	Linear Foot	\$10,785.00	0	Linear Foot	\$0.00	280	Linear Foot	\$10,066.00
31	36" Non-Perforated Drain Tile	\$42.05	1,555	Linear Foot	\$65,387.75	1,630	Linear Foot	\$68,541.50	1,630	Linear Foot	\$68,541.50
32	Construct Drainage Structure, Design 4020 - 120"	\$2,100.00	7	Linear Foot	\$14,700.00	7	Linear Foot	\$14,700.00	7	Linear Foot	\$14,700.00
33	Bore and Jack 16" Steel Pipe	\$197.00	100	Linear Foot	\$19,700.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
34	42" CM Pipe Culvert with Rodent Guard	\$110.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00
35	Inlet Protection	\$55.00	25	Each	\$1,375.00	2	Each	\$110.00	7	Each	\$385.00
36	Temporary Ditch Check, Type 3	\$3.55	120	Linear Foot	\$426.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
37	Seeding	\$2,200.00	0.2	Acre	\$440.00	0	Acre	\$0.00	0	Acre	\$0.00
	TOTAL LATERAL 3 / A / B AMOUNT				\$442,092.75			\$89,466.50			\$391,354.00
	TOTAL PAY ESTIMATE AMOUNT				\$854,853.50			\$292,826.85			\$718,448.80



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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www.bolton-menk.com

January 8, 2014

Michelle May
Finance Manager
Yellow Medicine County
180 8th Ave.
Granite Falls, MN 56241

Re: Partial Pay Estimate No. 3
County Ditch No. 9, Branch R Improvements
Yellow Medicine County, MN
BMI Project No.:S12.103814

Dear Michelle:

Enclosed herein are three copies of Partial Pay Estimate No. 3 for the referenced project. This Estimate is being provided to compensate the contractor for the remainder of the work completed this year.

The estimate is submitted for the Board's consideration. We recommend payment to Hjerpe Contracting, Inc. in the amount of \$45,655.86 as itemized in Partial Pay Estimate No. 3.

Please contact our office with any questions or comments regarding this estimate.

Sincerely,

BOLTON & MENK, INC.

Duane W. Hansel, P.E.

Enclosure

PARTIAL PAY ESTIMATE NO. **3**
 JD 9, Branch R Improvement
 Yellow Medicine County, MN
 Project No.: S12.103814
 WORK COMPLETED THROUGH JANUARY 3, 2014
 H:\YMCO\S12103814\Excel\103814 Quant.xls\Partial Pay Est. #3A

DISTRIBUTION:
 CONTRACTOR (1)
 OWNER (1)
 ENGINEER (1)

TOTAL, COMPLETED WORK TO DATE.....	\$766,507.60
TOTAL, STORED MATERIALS.....	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$766,507.60
RETAINED PERCENTAGE (5%).....	-\$38,325.38
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$728,182.22
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$682,526.36
PAY CONTRACTOR AS ESTIMATE NO. 3	\$45,655.86

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Hjerpe Contracting, Inc.
 PO Box 517
 Hutchinson, MN 55350-0517

By: [Signature] [Signature] 1/7/14
 Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
 BOLTON & MENK, INC., ENGINEERS, 140 FIRST AVENUE NORTH, P.O. BOX 434 SLEEPY EYE, MN.

By: [Signature] [Signature] 1/8/14
 Duane W. Hansel, P.E. Project Engineer Title Date

APPROVED FOR PAYMENT:
 Owner: Yellow Medicine County

By _____
 Name Title Date

And _____
 Name Title Date

PARTIAL PAY ESTIMATE NO.

CD 9, Branch R Improvement
Yellow Medicine County, MN
Project No.: S12.103814

FILENAME: HYAMCOS12103814Excel[103814 Quant.xls]Partial Pay Est. #3A
WORK COMPLETED THROUGH JANUARY 3, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES (WITH CHANGE ORDER #1)			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
LATERAL 2											
1	Mobilization	\$40,000.00	1	Lump Sum	\$40,000.00	0.95	Lump Sum	\$38,000.00	0.95	Lump Sum	\$38,000.00
2	Clear & Grub	\$1,600.00	1	Lump Sum	\$1,600.00	0	Lump Sum	\$0.00	0	Lump Sum	\$0.00
3	Exploratory Excavation	\$335.00	35	Hours	\$11,725.00	10.5	Hours	\$3,517.50	10.5	Hours	\$3,517.50
4	Drain Tile Connection	\$450.00	25	Each	\$11,250.00	6	Each	\$2,700.00	6	Each	\$2,700.00
5	Construct Cross Connect	\$1,200.00	5	Each	\$6,000.00	4	Each	\$4,800.00	4	Each	\$4,800.00
6	Aggregate Surfacing, Class 5	\$24.00	70	Ton	\$1,680.00	39	Ton	\$936.00	39	Ton	\$936.00
7	12" Intakes	\$765.00	10	Each	\$7,650.00	1	Each	\$765.00	1	Each	\$765.00
8	18" Perforated Drain Tile with Sock	\$15.95	1,010	Linear Foot	\$16,109.50	647	Linear Foot	\$10,319.65	647	Linear Foot	\$10,319.65
9	21" Non-Perforated Drain Tile	\$23.65	1,940	Linear Foot	\$45,881.00	1,940	Linear Foot	\$45,881.00	1,940	Linear Foot	\$45,881.00
10	21" Perforated Drain Tile with Sock	\$24.35	300	Linear Foot	\$7,305.00	300	Linear Foot	\$7,305.00	300	Linear Foot	\$7,305.00
10	24" Non-Perforated Drain Tile	\$23.65	3,700	Linear Foot	\$87,505.00	4,055	Linear Foot	\$95,900.75	4,055	Linear Foot	\$95,900.75
11	24" Perforated Drain Tile with Sock	\$24.35	500	Linear Foot	\$12,175.00	160	Linear Foot	\$3,896.00	220	Linear Foot	\$5,357.00
11	30" Non-Perforated Drain Tile	\$33.95	1,223	Linear Foot	\$41,520.85	1,169	Linear Foot	\$39,687.55	1,169	Linear Foot	\$39,687.55
12	36" Non-Perforated Drain Tile	\$42.05	1,588	Linear Foot	\$66,775.40	1,647	Linear Foot	\$69,256.35	1,647	Linear Foot	\$69,256.35
13	Bore and Jack 40" Steel Casing	\$495.00	100	Linear Foot	\$49,500.00	0	Linear Foot	\$0.00	100	Linear Foot	\$49,500.00
14	42" CM Pipe Culvert with Rodent Guard	\$110.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00
15	Riprap, Class 2	\$65.00	15	Cubic Yard	\$975.00	17	Cubic Yard	\$1,105.00	17	Cubic Yard	\$1,105.00
16	Inlet Protection	\$55.00	22	Each	\$1,210.00	15	Each	\$825.00	15	Each	\$825.00
17	Temporary Ditch Check, Type 3	\$3.55	180	Linear Foot	\$639.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
18	Rock Ditch Check	\$80.00	5	Cubic Yard	\$400.00	0	Cubic Yard	\$0.00	0	Cubic Yard	\$0.00
19	Seeding	\$2,200.00	0.3	Acre	\$660.00	0	Acre	\$0.00	0	Acre	\$0.00
TOTAL LATERAL 2					\$412,760.75			\$327,094.80			\$378,055.80
LATERAL 3 / A / B											
20	Close Open Ditch	\$2,500.00	5	Stations	\$12,500.00	0	Stations	\$0.00	0	Stations	\$0.00
21	Exploratory Excavation	\$335.00	30	Hours	\$10,050.00	13	Hours	\$4,355.00	13	Hours	\$4,355.00
22	Aggregate Surfacing, Class 5	\$24.00	40	Ton	\$960.00	26	Ton	\$624.00	26	Ton	\$624.00
23	Drain Tile Connection	\$450.00	35	Each	\$15,750.00	5	Each	\$2,250.00	5	Each	\$2,250.00
24	Construct Cross Connect	\$1,200.00	5	Each	\$6,000.00	3	Each	\$3,600.00	3	Each	\$3,600.00
25	12" Intakes	\$765.00	12	Each	\$9,180.00	1	Each	\$765.00	1	Each	\$765.00
26	8" Perforated Drain Tile with Sock	\$15.00	215	Linear Foot	\$3,225.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
27	10" Perforated Drain Tile with Sock	\$38.00	35	Linear Foot	\$1,330.00	200	Linear Foot	\$7,600.00	200	Linear Foot	\$7,600.00
28	15" Perforated Drain Tile with Sock	\$13.90	1,670	Linear Foot	\$23,213.00	1,875	Linear Foot	\$26,062.50	1,603	Linear Foot	\$22,281.70

PARTIAL PAY ESTIMATE NO.

CD 9, Branch R Improvement
Yellow Medicine County, MN
Project No.: S12.103814

FILENAME: HAYMCO\S12103814\Excel\103814 Quant.xls\Partial Pay Est. #3.A
WORK COMPLETED THROUGH JANUARY 3, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES (WITH CHANGE ORDER #1)			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
29	24" Non-Perforated Drain Tile	\$26.60	2,695	Linear Foot	\$71,687.00	2,701	Linear Foot	\$71,846.60	2,707	Linear Foot	\$72,006.20
30	30" Non-Perforated Drain Tile	\$35.20	4,920	Linear Foot	\$173,184.00	5,067	Linear Foot	\$178,358.40	5,067	Linear Foot	\$178,358.40
31	30" Perforated Drain Tile with Sock	\$35.95	300	Linear Foot	\$10,785.00	280	Linear Foot	\$10,066.00	300	Linear Foot	\$10,785.00
31	36" Non-Perforated Drain Tile	\$42.05	1,555	Linear Foot	\$65,387.75	1,630	Linear Foot	\$68,541.50	1,630	Linear Foot	\$68,541.50
32	Construct Drainage Structure, Design 4020 - 120"	\$2,100.00	7	Linear Foot	\$14,700.00	7	Linear Foot	\$14,700.00	7	Linear Foot	\$14,700.00
33	Bore and Jack 16" Steel Pipe	\$197.00	100	Linear Foot	\$19,700.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
34	42" CM Pipe Culvert with Rodent Guard	\$110.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00	20	Linear Foot	\$2,200.00
35	Inlet Protection	\$55.00	25	Each	\$1,375.00	7	Each	\$385.00	7	Each	\$385.00
36	Temporary Ditch Check, Type 3	\$3.55	120	Linear Foot	\$426.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
37	Seeding	\$2,200.00	0.2	Acre	\$440.00	0	Acre	\$0.00	0	Acre	\$0.00
	TOTAL LATERAL 3 / A / B AMOUNT				\$442,092.75			\$391,354.00			\$388,451.80
	TOTAL PAY ESTIMATE AMOUNT				\$854,853.50			\$718,448.80			\$766,507.60



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Conference

Conference Hosting

If you are interested in hosting the Annual Training Conference, click on the document below.

Instructions for Hosting a Conference

General Information Pertaining to Conference Attendees

Conference locations and dates are established at least two years in advance of the training date.

Scholarship Applications are available to members.

Scholarship Application 2014 (This is a fillable form. Please type information prior to printing and submitting.)

Scholarship applications must now be sent to Jennifer Sluga, fax 608-266-4156

NACVSO Conference 2014

Grand Rapids, MI

The 2014 Conference will be held from June 7 to June 14, 2014, at the Amway Grand Plaza Hotel, located at 187 Monroe Ave., NW, in beautiful Grand Rapids, MI 49503.

Reservations can be made by calling 1-800-253-3590

Room Rates:

\$114.00 (single, & double)

\$124.00 (triple)

\$134.00 (quad)

plus taxes (8% occupancy & 6% state) tax rates subject to change.

Important information: Reservations must be accompanied by a valid major credit card, check or money order made payable to the Amway Grand Plaza Hotel. The amount of deposit required equals the value of the first night's accommodation, including tax. Guaranteed reservations are held for arrival until 6:00 AM on the day following the first night reserved. A \$50.00 early departure fee is assessed upon check-out to all early departed reservations.

Deposits are refundable if notice of cancellation is received by the hotel reservations department at least 48 hours prior to the date of expected arrival.

Unless direct billing has been approved, guests are required to present a valid credit card upon registration. If a credit card is not presented upon check-in, a \$25.00 refundable deposit is required on all cash and check paying guests.

Additional details will be provided as they become available.

NACVSO Conference 2015

Appleton, WI

The 2015 Conference will be held from May 30 to June 6 at the Radisson Paper Valley Hotel, located at 333 W. College Ave., in the wonderful city of Appleton, WI 54911. Reservations can be made by calling 1-800-333-3333. Room Rates: \$99.00 plus taxes

Additional updates will be provided as information is available.

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Resolution # 03 -2014

RESOLUTION FOR SUPPORT OF THE MOVE MN CAMPAIGN

WHEREAS, the County of Yellow Medicine supports efforts for a new state-wide comprehensive transportation funding package to address Minnesota' s \$50 billion transportation deficit; and

WHEREAS, the County of Yellow Medicine agrees that transportation investments provide benefits beyond new infrastructure, but also create jobs, build economic competitiveness, and improve the quality of life for all Minnesotans by enabling the state to properly maintain and improve transportation assets that expand access and opportunity for all; and

WHEREAS, the County of Yellow Medicine affirms that to be effective, the new state-wide transportation funding package must be:

- Comprehensive, including funding for roads, highways, transit, bicycle and pedestrian facilities throughout Minnesota.
- Balanced across transportation modes and between Greater Minnesota and the Twin Cities Metropolitan Area, serving all Minnesotans equitably.
- Sustainable, including long-term solutions that will grow with the economy to meet the states growing transportation needs.
- Dedicated to transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Yellow Medicine, Minnesota, that the County of Yellow Medicine hereby supports the Move MN Campaign:

Adopted by the County Board of Commissioners of the County of Yellow Medicine, Minnesota this 28th day of January, 2014.

Yellow Medicine County Board of Commissioners

Louis Sherlin, Chairman

I, Peggy Heglund, Administrator in and for the County of Yellow Medicine, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 28th day of January, 2014.

Peggy Heglund, County Administrator

DECEMBER 2013 JAIL REPORT

The month of **DECEMBER** we housed 76 inmates.

Out of County Inmates billed:

Chippewa County	\$ 7,285.38
Lac Qui Parle County	\$ 7,729.43
Swift County	\$ 5,745.50

TOTAL billed for DECEMBER	\$ 20,760.31
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Huber	\$ 700.00
Canteen	\$ 5,206.26
Booking Fees	\$ 226.83
Housing Fees	<u>\$ 269.00</u>

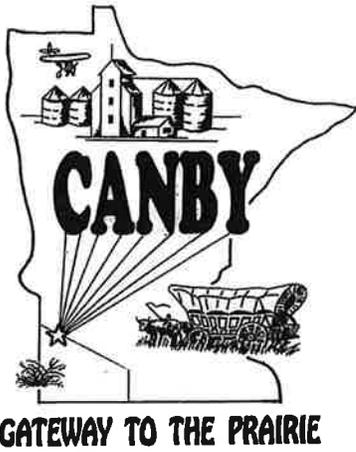
TOTAL	\$, 6,402.09
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Pay to Stay	\$ 636.75
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TELEPHONE COMMISSION	\$ 2,415.64
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TOTAL FOR DECEMBER	\$ 30,214.79
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City of Canby



January 17th, 2014

Re: Trailer Court Rezoning Notice of Public Hearing

Dear Resident,

The Planning Commission for the City of Canby, Minnesota will be holding a public hearing to receive public comment on February 4th, 2014 at 6:00 P.M. in the City Council Chambers at City Hall to consider the following:

An application to rezone a site legally described as:

Lots 1, 2, 3, 4, 5, 6 and 7, Block 57, 8th Railroad Addition to the City of Canby, together with all right and interest to adjoining vacated alley and adjoining vacated 11th Street and also:

Lots 1, 2, 3, 4 and 5, Block 58, 8th Railroad Addition to the City of Canby, together with all right and interest to adjoining vacated 11th Street, excepting the SW'ly 90 feet of Lots 4 and 5 and excepting the SW'ly 90 feet of the SE'ly 10 feet of Lot 3.

from Commercial B/Commercial B & Residential B to Commercial B & Industrial B.

Any interested persons are welcome to attend to voice opinion or to submit in writing.

A detailed map of the area to be rezoned is printed on the backside of this page, colored in orange.

Sincerely,

Nicholas Johnson
City Administrator

The area colored in orange is the property to be rezoned. It is commonly known as the “trailer court”.

