

MEEKER COUNTY, MINNESOTA
BOARD OF COMMISSIONERS
Regular Session Agenda
July 16, 2019

8:30 Meeting Called to Order With Pledge of Allegiance

Public Comment Period*

- Amendments to the Agenda
- Approval of July 2, 2019 Minutes

Employee Years of Service Awards & Special Achievement Awards

- Katie Frie, Social Worker, 5 Years
- Brenda Storm, Child Support Officer, 5 Years
- Jim Moen, Eligibility Worker, 20 Years

Diane Winter, Public Health Director

- Public Health Advisory Committee Appointment

8:35 Phil Schmalz, Public Works Director

- Final Acceptance of SP 047-070-010 Chevron Sign Installation Project

8:40 Paul Bukovich, Social Services Director

- **Resolution 2019-09:** PrimeWest as Managed Care Organization
- Approve Social Service Accounts Payable

8:45 Paul Hajduk, MCIT Risk Management Consultant

- 2019 MN Counties Intergovernmental Trust Report

9:05 Brian Cruze, County Sheriff

- Squad Camera Purchase
- Approve Status Change of Corrections Officer Amanda Ornberg to Corrections Corporal, Level B23 Step 3, \$22.09 per Hour, Effective July 17, 2019, & Request to Fill Open Corrections Officer Position
- Approve Status Change of Corrections Officer Dominique Mitchell to Corrections Corporal, Level B 23 Step 1, \$20.82 per Hour, Effective July 17, 2019
- Approve DOC Work Release Contract

9:15 Barb Loch, County Auditor

- Extension Committee Appointment
- County Ditch 42 Abandonment Withdrawn
- Approve County and Hospital Accounts Payable

9:20 Paul Virnig, County Administrator

- Transfer \$475,000 From Debt Service to Capital Projects
- Courtroom Chairs
- County Probation Remodel Project/Architect Services
- **Resolution 2019-10:** State Probation Services
- Construction Manager for Probation Remodel & Rooftop Condensing Units

Miscellaneous Correspondence

- Monthly Fund Cash Balances

Resignations/Fill Positions:

- Full-time Corrections Officer Cody Harmening:
Resignation Effective 7/15/2019
- Fill Full-time Corrections Officer Position

***Board agendas and "Meeker County Board Protocol and Public Participation Policies"
are available in the board room**

The Meeker County Board of Commissioners met on July 2, 2019, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chair Mike Housman.

Present: Commissioners – Beth Oberg, Joe Tacheny, Mike Housman, Steve Schmitt and Bryan Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig and Administrative Coordinator Cori Heacock.

Meeting opened with Pledge of Allegiance.

Board Chair Housman called for public comments and there were none.

Motion by Schmitt, second by Tacheny to approve the July 2, 2019 agenda as presented.
Motion carried unanimously.

Motion by Oberg, second by Larson to approve County Board minutes for June 18, 2019 as presented.
Motion carried unanimously.

Motion by Larson, second by Tacheny to reappoint Jason Harris to the Housing Redevelopment Authority for a term of five years, with said term to expire July 10, 2024.
Motion carried unanimously.

Motion by Oberg, second by Larson to adopt the following resolution:

WHEREAS, the Minnesota Department of Transportation (MnDOT), in cooperation with the Minnesota Department of Human Services, is working with stakeholders to establish Regional Transportation Coordination Councils (RTCC) throughout greater Minnesota; and

WHEREAS, the Mid-Minnesota Development Commission (MMDC) has worked with Kandiyohi, Meeker, McLeod, Renville and Sibley Counties to develop the purpose and scope of the RTCC during MnDOT's Phase 1 RTCC Planning Grant; and

WHEREAS, the MMDC has developed the Mid-Minnesota Regional Transportation Coordination Council Phase 2 Work Plan (June 2019) and entered into an implementation grant agreement with the State of Minnesota, with no local match required, to complete the following:

1. Develop a Mid-Minnesota Transportation Resource Guide, which will profile all existing public and private transportation stakeholders and existing reimbursement programs;
2. Work to ensure Volunteer Driver Programs are once again a viable transportation option;
3. Create a MMRTCC Transportation Gaps Analysis that identifies the demand for transportation services and the ability of public/private providers and stakeholders to meet those demands;
4. Partner with stakeholders to develop a Transportation Ambassador Program to provide customized guidance to residents and stakeholders on how to use existing transportation providers and help determine which funding mechanisms are potentially available.

THEREFORE, BE IT RESOLVED: The Meeker County Board approves the Mid-Minnesota Regional Transportation Coordination Council Phase 2 Work Plan and will continue to work with MMDC to clarify the purpose and scope of the RTCC serving Kandiyohi, Meeker, McLeod, Renville and Sibley Counties.

Commissioners Larson, Schmitt, Housman, Tacheny, and Oberg voting "yes".

Motion carried unanimously. Resolution declared adopted. #2019-08.

Motion by Tacheny, second by Schmitt to approve increase in county-paid burials from \$2,400 to \$3,000.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve hiring an additional Social Services Supervisor.
Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve Social Services accounts payable as follows:
Human Services Fund \$30,262.61
Motion carried unanimously.

Motion by Schmitt, second by Larson to acknowledge the June 11, 2019, Board of Appeal and Equalization minutes.
Motion carried unanimously.

Motion by Tacheny, second by Schmitt to approve "On-Sale" Liquor Licenses for American Legion Post #104, for August 1-4, 2019 for the Meeker County Fair and August 30-September 1, 2019, for the ABATE Rally, both events at the Meeker County Fairgrounds.
Motion carried 4-0. Commissioner Oberg abstaining.

Motion by Larson, second by Schmitt to approve County and hospital accounts payable as follows:

General Revenue Fund	\$210,952.31
Road & Bridge Fund	29,838.32
County Parks Fund	1,239.88
Solid Waste Fund	14,646.72
County Nurse Fund	1,837.48
Family Services Bldg. Fund	5,930.54
Capital Projects Fund	114,984.90
Tax Forfeit Property Fund	44.08
Debt Service Fund	17,462.50
Ditch Fund	3,519.60
County Hospital Fund	311,424.86

Motion carried unanimously.

Motion by Oberg, second by Tacheny to ratify the following association agreements retroactive to January 1, 2019:

- 2019-2020 Non-Licensed Correctional Officers and Dispatchers
- 2019-2020 Non-Licensed Support Staff

Motion carried unanimously.

On motion by Tacheny, second by Schmitt, Board Chair Housman called for adjournment at 9:33 a.m. The next meeting of the County Board of Commissioners will be on July 16, 2019 at 8:30 a.m., in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Administrative Coordinator

Chair of County Board

Attest: _____
Clerk of County Board

MEEKER COUNTY PUBLIC WORKS

422 S. Johnson Drive
Litchfield Minnesota 55355-2155
Ph. (320) 693-5360
Fax (320) 693-5369

Phil Schmalz
County Engineer

Mark A. Spies
Assistant Engineer

July 16, 2019

Meeker County Board of Commissioners

Subject: Final Acceptance & Payment for SP 047-070-010, Highway Safety Improvement Program (HSIP)Chevron Sign Installation

All work under the 2019 HSIP Chevron Sign Installation project has been completed successfully. I recommend Final Acceptance and payment on the construction contract.

Respectfully Submitted,



Phil Schmalz
Public Works Director/County Engineer
Meeker County Public Works

 * FINAL CONTRACT VOUCHER *

CONTRACT NUMBER 267 CONTRACTOR 7988 .VOUCHER NUMBER.
 DATE CERTIFIED 6/20/2019 A & H CO, INC.
 PAYMENT NUMBER 002 22400 IVERSON RD
 IRONTON MN 56455

PROJECT ID JOB DESCRIPTION LOCATION
 SP 47-070-10 7010 HSIP - CHEVRON PLACEMENT
 MULTIPLE COUNTY LOCATIONS

PROJECT ID	WORK CERTIFIED TO DATE	LESS PREVIOUS WORK CERTIFIED	WORK CERTIFIED THIS PAYMENT
SP 47-070-10	31,744.00	31,744.00	0.00
TOTALS...	31,744.00	31,744.00	0.00

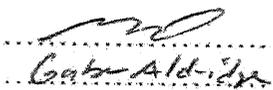
WORK CERTIFIED	TO DATE	LESS PREVIOUS	THIS PAYMENT
WORK CERTIFIED	31,744.00	31,744.00	0.00
MISC. ADJ. +	0.00 +	0.00 +	0.00
RETAINAGE RLSD. +	1,587.20 +	0.00 +	1,587.20
RETAINAGE WHLD. -	1,587.20 -	1,587.20 -	0.00
WORK PAID.....	31,744.00	30,156.80	1,587.20

CONTRACT AMOUNT	* CERTIFIED TO DATE *	CONTRACT	* PAID TO DATE
31,868.00	* 31,744.00 *	IS	* 31,744.00
	* 99.60 PERCENT *	COMPLETE	*

I HEREBY CERTIFY THAT A FINAL EXAMINATION HAS BEEN MADE OF THE ABOVE NOTED CONTRACT, THAT THE CONTRACT HAS BEEN COMPLETED, THAT THE ENTIRE AMOUNT OF WORK SHOWN IN THE FINAL VOUCHER HAS BEEN PERFORMED AND THE TOTAL VALUE OF THE WORK PERFORMED IN ACCORDANCE WITH, AND PURSUANT TO, THE TERMS OF THE CONTRACT IS AS SHOWN IN THIS FINAL VOUCHER.

SIGNATURES

 Phillip Schmalz
 DATE 7/10/19


 Gary Aldrich
 DATE 6/27/19

.....
 DATE.....

* CERTIFICATE OF FINAL ACCEPTANCE *

CONTRACT NUMBER 267 CONTRACTOR 7988
DATE CERTIFIED 6/20/2019 A & H CO, INC.
PAYMENT NUMBER 002

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR A & H CO, INC.

BY *[Signature]*

STATE OF MINNESOTA AND

COUNTY OF MEEKER AND

INDIVIDUAL ACKNOWLEDGMENT

ON THIS DAY OF, 20....., BEFORE ME PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON, WHO EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

CORPORATE ACKNOWLEDGMENT

..... AND *Gabe Aldridge*, TO ME PERSONALLY KNOWN, WHO, BEING EACH BY ME DULY SWORN, EACH DID SAY THAT THEY ARE RESPECTIVELY THE *President* AND

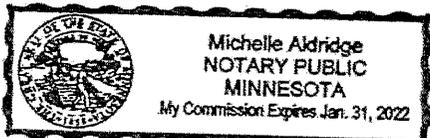
..... OF THE *Ad H Co, Inc.* CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY

OF ITS *President* AND SAID AND *Gabe Aldridge* ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

NOTARIAL MY COMMISSION AS NOTARY PUBLIC IN *Crow Wing* COUNTY

SEAL EXPIRES *1-31*, 20*22*

Michelle Aldridge
SIGNATURE



* CERTIFICATE OF FINAL ACCEPTANCE *

CONTRACT NUMBER 267 CONTRACTOR 7988
DATE CERTIFIED 6/20/2019 A & H CO, INC.
PAYMENT NUMBER 002

COUNTY BOARD ACKNOWLEDGMENT

WHEREAS; CONTRACT NO. 00267 HAS IN ALL THINGS BEEN COMPLETED,
AND THE COUNTY BOARD BEING FULLY ADVISED IN THE PREMISES, NOW THEN BE IT RE-
SOLVED; THAT WE DO HEREBY ACCEPT SAID COMPLETED PROJECT FOR AND IN BEHALF
OF THE COUNTY OF Meeker AND AUTHORIZE FINAL PAYMENT AS
SPECIFIED HEREIN.

COUNTY OF Meeker
STATE OF Minnesota

I, Paul Virnig, Administrator WITHIN AND FOR SAID
COUNTY DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION IS A TRUE AND CORRECT
COPY OF THE RESOLUTION ON FILE IN MY OFFICE.

DATED AT Litchfield Minnesota

THIS DAY OF, 20....

.....
Administrator
Paul Virnig

(SEAL)

 * FOR CENTRAL OFFICE USE ONLY *

CONTRACT NUMBER 267 CONTRACTOR 7988
 DATE CERTIFIED 6/20/2019 A & H CO, INC.
 PAYMENT NUMBER 002

REMARKS

DATE OF LETTING	*
DATE OF NOTICE OF APPROVAL	*
CONTRACT DATE OF STARTING	*
ACTUAL DATE OF STARTING	*
DATE OF SUSPENSION OF WORK	*
DATE OF RESUMPTION OF WORK	*
CONTRACT DATE OF COMPLETION	*
EXTENDED DATE OF COMPLETION	*
	*
SEMI-FINAL COMPLETION DATE	*
FINAL COMPLETION DATE	*
	*
	*
DEDUCTION FOR LIQUIDATED DAMAGES	*
	*
	*
TOTAL DEDUCTIONS	*

RUN DATE: 26-JUN-2019 TIME- 08-54-25 MN

MEEKER COUNTY HIGHWAY DEPT.
STATEMENT OF WORK CERTIFIED

ZJ-SUZI CC341R V10.0 PAGE 5
HIGHWAY COSTING SYSTEM
CONTRACT MGMT

JOB-ITEMS BY INDIVIDUAL PROJECTS

CONTRACT NUMBER 267 CONTRACTOR 7988
DATE CERTIFIED 6/20/2019 A & H CO, INC.
PAYMENT NUMBER 002

PROJECT ID JOB DESCRIPTION LOCATION
SP 47-070-10 7010 HSIP - CHEVRON PLACEMENT
MULTIPLE COUNTY LOCATIONS

JOB-ITEM	DESCRIPTION	CONTRACT'S	CERTIFIED TO DATE	CMP	CERTIFIED THIS PAYMENT
JOB	U/M UNIT PRICE	QUANTITY AMOUNT	QUANTITY AMOUNT	%	QUANTITY AMOUNT
2564.602-00049	F & I SIGN				
7010 EACH	31.0000	514.00 E 15,934.00	512.00 15,872.00	100%	0.00 0.00
2564.602-00079	F & I SIGN SUPPORT				
7010 EACH	62.0000	257.00 E 15,934.00	256.00 15,872.00	100%	0.00 0.00
TOTAL JOB...	7010	31,868.00	31,744.00	100%	0.00
TOTAL PROJECT	SP 47-070-10	31,868.00	31,744.00	100%	0.00

COPY

**RESOLUTION OF THE MEEKER COUNTY BOARD OF COMMISSIONERS
PRIME WEST AS MANAGED CARE ORGANIZATION
RESOLUTION #2019-09**

WHEREAS, the Minnesota Department of Human Services (DHS) has published a Request For Proposals (RFPs) to provide health care services to recipients of Families and Children and MinnesotaCare in eighty (80) Minnesota counties including Meeker County; and,

WHEREAS, DHS has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and,

WHEREAS, Prime West submitted proposals to provide managed health care services in Meeker County; and,

WHEREAS, representatives of Meeker County Social Services have reviewed and evaluated the proposals; and,

WHEREAS, Prime West has submitted proposals suitable to meet our needs; Prime West's Proposal as a County Based Purchasing plan demonstrated the type of partnership that best meets the constituents of Meeker County's needs.

THEREFORE, BE IT RESOLVED that the Meeker County Board of Commissioners supports the recommendation of Meeker County Social Services approving Prime West as Managed Care Organization(s) (MCO(s)) providing managed health care services in Meeker County.

WHEREUPON, the above resolution was passed and adopted by the Meeker County Board of Commissioners on this 16th day of July, 2019.

By: _____
Mike Housman, Meeker County Board Chair

Attest: _____
Paul J. Virnig, County Board Clerk

STATE OF MINNESOTA
MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 16th day of July, 2019, at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 16th day of July, 2019, and have hereunto affixed the seal of the County.

County Board Clerk

SEAL



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9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Meeker County Sheriff's Department
 Sgt. Becky Howell
 326 North Ramsey Ave.
 Litchfield, MN 55355

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
MEEMNO	DA	FEDERAL EXPRESS	Net 30	Derek Butler	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
7	012-00042-00	ProServ-Activation Fee	\$30.00	\$0.00		\$210.00
7	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$0.00	\$0.00	\$27,965.00

Notes:

- 7 - DVM-800 Complete Kit with 5 Year Advance Exchange Warranty
- * Optional DVM-500/500+ Trade in Credit @ -\$500.00 each toward each DVM-800 series
- 7 - Activation Fee
- Warranty Activation
- Support for the life of the product
- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- System Administrator & Troubleshooting Training
- Implementation Document Packet
- Go Live - Follow-up Review Session

Total Discount	\$0.00
Subtotal	\$28,175.00
Misc	
Tax	\$0.00
Freight	\$190.00
Total	\$28,365.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict



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between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH



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WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause



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Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in



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transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced



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Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



Meeker County Sheriff's Office

Brian Cruze, Sheriff ★ Becky Howell, Chief Deputy

July 11, 2019

Paul Virnig, County Administrator
Meeker County Courthouse
325 N Sibley Ave
Litchfield MN 55355

Re: Amanda Ornberg Status Change

Dear Paul Virnig,

I am requesting Amanda Ornberg's status be changed to full time Corrections Corporal effective July 17, 2019. As Corrections Corporal she should be placed on the 2019 Wage Schedule at Level B23, Step 3, and \$22.09 per hour with no change to her anniversary date.

Respectfully,

A handwritten signature in black ink, appearing to read 'Brian Cruze'.

Brian Cruze
Meeker County Sheriff

BC:jmw



Meeker County Sheriff's Office

Brian Cruze, Sheriff ★ Becky Howell, Chief Deputy

July 11, 2019

Paul Virnig, County Administrator
Meeker County Courthouse
325 N Sibley Ave
Litchfield MN 55355

Re: Dominique Mitchell Status Change

Dear Paul Virnig,

I am requesting Dominique Mitchell's status be changed to full time Corrections Corporal effective July 17, 2019. As Corrections Corporal he should be placed on the 2019 Wage Schedule at Level B23, Step 1, and \$20.82 per hour with no change to his anniversary date.

Respectfully,

A handwritten signature in black ink, appearing to read "Brian Cruze".

Brian Cruze
Meeker County Sheriff

BC:jmw

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of corrections, Department of Corrections, Work Release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Meeker County - Meeker County Sheriff's Office, 326 North Ramsey Avenue, Litchfield, MN 55355 ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of work release services.

Agreement

1 Term of Agreement

- 1.1 *Effective date: July 1, 2019*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date: June 30, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

- 2.1 The State will refer State offenders who:
 - a) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at www.doc.state.mn.us, which is incorporated by reference;
 - b) have security requirements that are met by the Governmental Unit's work release program, and;
 - c) have a release plan that incorporates the geographical area of the Governmental Unit.
- 2.2 The Governmental Unit and State must mutually agree on the State offender placement in the Governmental Unit's work release program.
- 2.3 The Governmental Unit will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual, as provided by the State authorized representative.

3 Payment

The State will pay Fifty-Five and 00/100 dollars (\$55.00) per day per State offender participating in the Governmental Unit's work release program inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed Two Hundred Thousand dollars and 00/100 (\$200,000.00).

4 Authorized Representatives

The State's Authorized Representative is Terry Byrne, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, Phone 651-361-7127, or his successor.

The Governmental Unit's Authorized Representative is Jodi Bean, Jail Administrator or Jim Watt, Jail Programmer, 326 North Ramsey Avenue, Litchfield, MN 55355 (320-693-5417) or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

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

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

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

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

10 Termination

- 10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that

are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

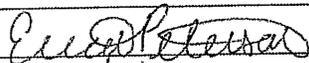
12 Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

Contract No. _____

1. STATE ENCUMBRANCE VERIFICATION

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

Signed	
Date	4/8/19
CFMS Agreement No. A-	155479/3-110729

2. GOVERNMENTAL UNIT

The Governmental Unit certifies that the appropriate person(s) have executed the Agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances.

By
Title
Date

By
Title
Date

3. STATE AGENCY

With delegated authority

By
Title
Date

4. Commissioner of Administration

As delegated to Materials Management Division

By
Date

Distribution
DOC Financial Services Unit -- Original (fully executed) Agreement
Governmental Unit
State's Authorized Representative
Budget Officer of Authorized Representative
Department of Administration -- Materials Management Division

MEEKER COUNTY AUDITOR

325 Sibley Avenue N.

Litchfield, MN 55355

Phone: (320) 693-5212 Fax: (320) 693-5444



BARBARA LOCH
County Auditor

PIXIE MUMFORD
Property Records Specialist

July 10, 2019

Landowners on County Ditch #42:

Per the requirements set forth at the public hearing on June 18, 2019, the process for abandonment of County Ditch #42 was to continue due to the submission of written objections.

Landowners were given time to meet and discuss their options. On or before July 3rd, 2019, was the date given to provide for withdrawal of the written objections or withdrawal of the petition originally filed with the county on April 3, 2019.

As of July 2nd, 2019, I received written request to have the petition for abandonment withdrawn from all three of the property owners making this request.

An invoice for the costs incurred for the process has been mailed to the petitioners.

If you have questions, feel free to contact my office.

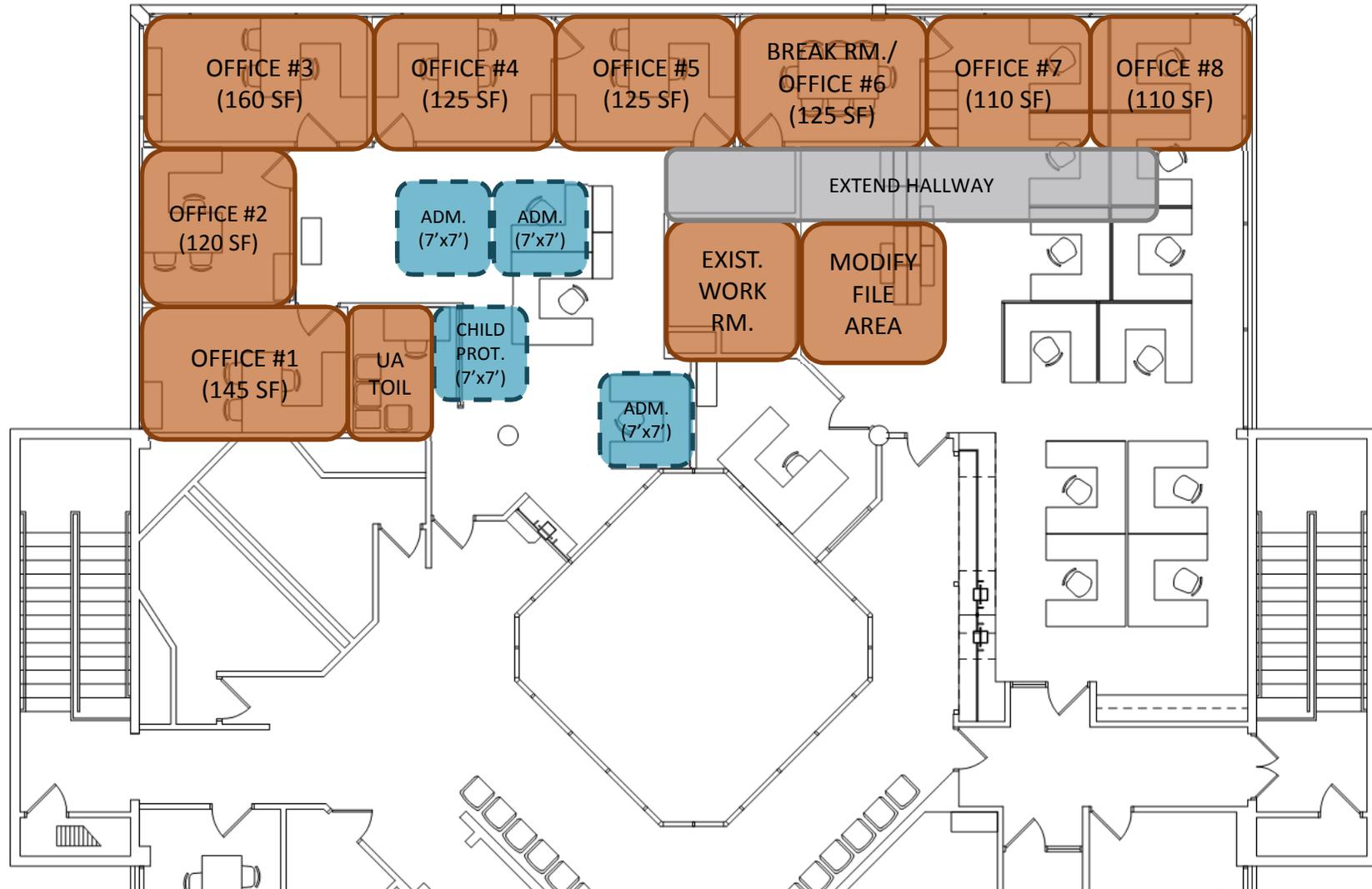
Respectfully,

A handwritten signature in cursive script that reads 'Barbara Loch'.

Barbara Loch
Meeker County Auditor

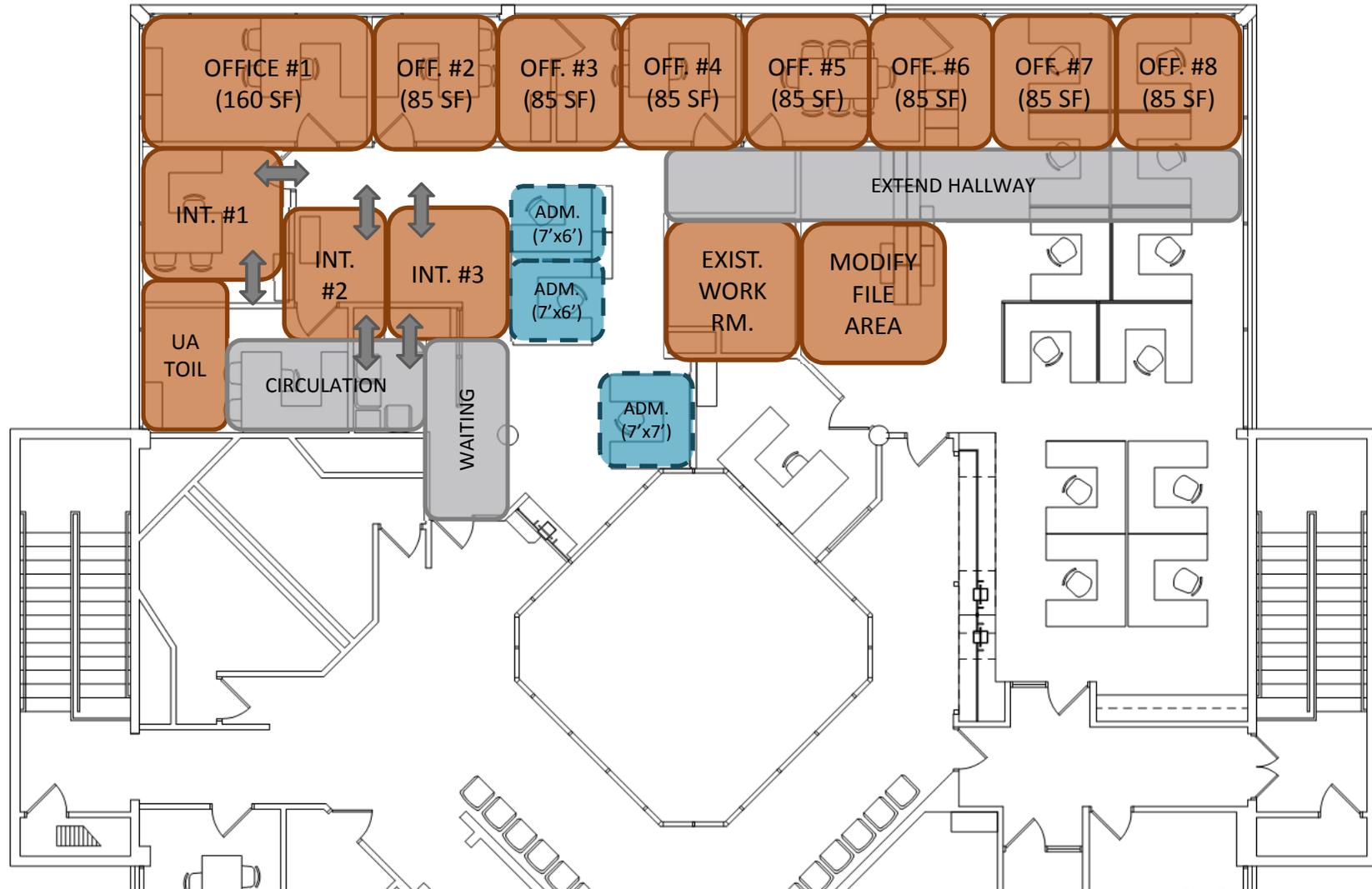


Probation Remodel - Option I





Probation Remodel - Option 2





Budget Discussion

Option 1 – Light Remodeling

Add UA Toilet	\$50,000
Add additional offices and hallway	\$65,000
Modify Court Admin File area	\$25,000
Allowance for unknowns	<u>\$15,000</u>

Total Construction Cost **\$155,000**

Project Cost Multiplier **x 1.3**
(Fees, Testing, FF&E & Contingency)

Total Project Cost **\$200,000**

Option 2 – Secure Lobby/ Interview Rooms

Add UA Toilet	\$50,000
Office Renovation (1,700 sf)	\$250,000
Modify Court Admin File Area	\$25,000
Allowance for unknowns	<u>\$25,000</u>

Total Construction Cost **\$350,000**

Project Cost Multiplier **x 1.3**
(Fees, Testing, FF&E & Contingency)

Total Project Cost **\$455,000**

All numbers assume 2019-2020 construction dollars and would have to be inflated by 4-5% annually.

**RESOLUTION OF THE MEEKER COUNTY BOARD OF COMMISSIONERS
DEPARTMENT OF CORRECTIONS PROBATION SERVICES
RESOLUTION #2019-10**

WHEREAS, Meeker County requests the Department of Corrections to furnish probation services pursuant to Minnesota Statute 244.19; and

WHEREAS, probation services shall continue to provide equivalent pretrial supervision services as was provided by county probation; and

WHEREAS, pretrial supervision services shall include, but are not limited to, pretrial clients subject to the color wheel program when Court ordered, weekly contact between agent and pretrial clients, and completion of surrendering weapons form with pretrial clients when Court ordered; and

WHEREAS, probation services shall maintain the timely and consistent response to law enforcement's involvement of pretrial clients; and

WHEREAS, pretrial supervision services will assure public safety as best as possible through monitoring of conditions that address public safety concerns to hold the client accountable for such conditions in compliance with Court orders; and

WHEREAS, at any time, with or without cause, Meeker County Commissioners may pass a resolution terminating the assigned services with Department of Corrections; and

WHEREAS, upon termination of services with Department of Corrections, Meeker County shall become County Probation Office pursuant to Minnesota Statute 244.19; and

NOW THEREFORE BE IT RESOLVED, Meeker County requests the Department of Corrections to furnish probation services pursuant to Minnesota Statute 244.19 effective on December 1, 2019.

WHEREUPON, the above resolution was passed and adopted by the Meeker County Board of Commissioners on this 16th day of July, 2019.

By: _____
Mike Housman, Meeker County Board Chair

Attest: _____
Paul J. Virnig, County Board Clerk

STATE OF MINNESOTA
MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 16th day of July, 2019, at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 16th day of July, 2019, and have hereunto affixed the seal of the County.

County Board Clerk

SEAL

244.19 PROBATION OFFICERS.

Subdivision 1. **Appointment; joint services; state services.** (a) If a county or group of counties has established a human services board pursuant to chapter 402, the district court may appoint one or more county probation officers as necessary to perform court services, and the human services board shall appoint persons as necessary to provide correctional services within the authority granted in chapter 402. In all counties of more than 200,000 population, which have not organized pursuant to chapter 402, the district court shall appoint one or more persons of good character to serve as county probation officers during the pleasure of the court. All other counties shall provide adult misdemeanor and juvenile probation services to district courts in one of the following ways:

(1) the court, with the approval of the county boards, may appoint one or more salaried county probation officers to serve during the pleasure of the court;

(2) when two or more counties offer probation services the district court through the county boards may appoint common salaried county probation officers to serve in the several counties;

(3) a county or a district court may request the commissioner of corrections to furnish probation services in accordance with the provisions of this section, and the commissioner of corrections shall furnish such services to any county or court that fails to provide its own probation officer by one of the two procedures listed above;

(4) if a county or district court providing probation services under clause (1) or (2) asks the commissioner of corrections or the legislative body for the state of Minnesota mandates the commissioner of corrections to furnish probation services to the district court, the probation officers and other employees displaced by the changeover shall be employed by the commissioner of corrections. Years of service in the county probation department are to be given full credit for future sick leave and vacation accrual purposes;

(5) all probation officers serving the juvenile courts on July 1, 1972, shall continue to serve in the county or counties they are now serving.

(b) The commissioner of management and budget shall place employees transferred to state service under paragraph (a), clause (4), in the proper classifications in the classified service. Each employee is appointed without examination at no loss in salary or accrued vacation or sick leave benefits, but no additional accrual of vacation or sick leave benefits may occur until the employee's total accrued vacation or sick leave benefits fall below the maximum permitted by the state for the employee's position. An employee appointed under paragraph (a), clause (4), shall serve a probationary period of six months. After exhausting labor contract remedies, a noncertified employee may appeal for a hearing within ten days to the commissioner of management and budget, who may uphold the decision, extend the probation period, or certify the employee. The decision of the commissioner of management and budget is final. The state shall negotiate with the exclusive representative for the bargaining unit to which the employees are transferred regarding their seniority. For purposes of computing seniority among those employees transferring from one county unit only, a transferred employee retains the same seniority position as the employee had within that county's probation office.

Subd. 2. **Sufficiency of services.** Probation services shall be sufficient in amount to meet the needs of the district court in each county. County probation officers serving district courts in all counties of not more than 200,000 population shall also, pursuant to subdivision 3, provide probation and parole services to wards of the commissioner of corrections resident in their counties. To provide these probation services counties containing a city of 10,000 or more population shall, as far as practicable, have one probation officer for not more than 35,000 population; in counties that do not contain a city of such size, the commissioner of

corrections shall, after consultation with the chief judge of the district court and the county commissioners and in the light of experience, establish probation districts to be served by one officer.

All probation officers appointed for any district court or community corrections agency shall be selected from a list of eligible candidates who have minimally qualified according to the same or equivalent examining procedures as used by the commissioner of management and budget to certify eligibles to the commissioner of corrections in appointing parole agents, and the Department of Management and Budget shall furnish the names of such candidates on request. This subdivision shall not apply to a political subdivision having a civil service or merit system unless the subdivision elects to be covered by this subdivision.

Subd. 3. Powers and duties. All county probation officers serving a district court shall act under the orders of the court in reference to any person committed to their care by the court, and in the performance of their duties shall have the general powers of a peace officer; and it shall be their duty to make such investigations with regard to any person as may be required by the court before, during, or after the trial or hearing, and to furnish to the court such information and assistance as may be required; to take charge of any person before, during or after trial or hearing when so directed by the court, and to keep such records and to make such reports to the court as the court may order.

All county probation officers serving a district court shall, in addition, provide probation and parole services to wards of the commissioner of corrections resident in the counties they serve, and shall act under the orders of said commissioner of corrections in reference to any ward committed to their care by the commissioner of corrections.

All probation officers serving a district court shall, under the direction of the authority having power to appoint them, initiate programs for the welfare of persons coming within the jurisdiction of the court to prevent delinquency and crime and to rehabilitate within the community persons who come within the jurisdiction of the court and are properly subject to efforts to accomplish prevention and rehabilitation. They shall, under the direction of the court, cooperate with all law enforcement agencies, schools, child welfare agencies of a public or private character, and other groups concerned with the prevention of crime and delinquency and the rehabilitation of persons convicted of crime and delinquency.

All probation officers serving a district court shall make monthly and annual reports to the commissioner of corrections, on forms furnished by the commissioner, containing such information on number of cases cited to the juvenile division of district court, offenses, adjudications, dispositions, and related matters as may be required by the commissioner of corrections.

Subd. 3a. [Repealed, 1Sp2003 c 2 art 6 s 7]

Subd. 4. [Repealed, 1998 c 367 art 7 s 15; 1998 c 408 s 11]

Subd. 5. Compensation. In counties of more than 200,000 population, a majority of the judges of the district court may direct the payment of such salary to probation officers as may be approved by the county board, and in addition thereto shall be reimbursed for all necessary expenses incurred in the performance of their official duties. In all counties which obtain probation services from the commissioner of corrections the commissioner shall, out of appropriations provided therefor, pay probation officers the salary and all benefits fixed by the state law or applicable bargaining unit and all necessary expenses, including secretarial service, office equipment and supplies, postage, telephone and telegraph services, and travel and subsistence. Each county receiving probation services from the commissioner of corrections shall reimburse the department of corrections for the total cost and expenses of such services as incurred by the commissioner of corrections. Total annual costs for each county shall be that portion of the total costs and expenses for the services of one probation officer represented by the ratio which the county's population bears to the total population

served by one officer. For the purposes of this section, the population of any county shall be the most recent estimate made by the Department of Health. At least every six months the commissioner of corrections shall bill for the total cost and expenses incurred by the commissioner on behalf of each county which has received probation services. The commissioner of corrections shall notify each county of the cost and expenses and the county shall pay to the commissioner the amount due for reimbursement. All such reimbursements shall be deposited in the general fund. Objections by a county to all allocation of such cost and expenses shall be presented to and determined by the commissioner of corrections. Each county providing probation services under this section is hereby authorized to use unexpended funds and to levy additional taxes for this purpose.

The county commissioners of any county of not more than 200,000 population shall, when requested to do so by the juvenile judge, provide probation officers with suitable offices, and may provide equipment, and secretarial help needed to render the required services.

Subd. 6. Reimbursement of counties. In order to reimburse the counties for the cost which they assume under this section of providing probation and parole services to wards of the commissioner of corrections and to aid the counties in achieving the purposes of this section, the commissioner of corrections shall annually, from funds appropriated for that purpose, pay 50 percent of the costs of probation officers' salaries to all counties of not more than 200,000 population. Nothing in this section will invalidate any payments to counties made pursuant to this section before May 15, 1963. Salary costs include fringe benefits, but only to the extent that fringe benefits do not exceed those provided for state civil service employees. On or before July 1 of each even-numbered year each county or group of counties which provide their own probation services to the district court under subdivision 1, clause (1) or (2), shall submit to the commissioner of corrections an estimate of its costs under this section. Reimbursement to those counties shall be made on the basis of the estimate or actual expenditures incurred, whichever is less. Reimbursement for those counties which obtain probation services from the commissioner of corrections pursuant to subdivision 1, clause (3), must be made on the basis of actual expenditures. Salary costs shall not be reimbursed unless county probation officers are paid salaries commensurate with the salaries paid to comparable positions in the classified service of the state civil service. The salary range to which each county probation officer is assigned shall be determined by the authority having power to appoint probation officers, and shall be based on the officer's length of service and performance. The appointing authority shall annually assign each county probation officer to a position on the salary scale commensurate with the officer's experience, tenure, and responsibilities. The judge shall file with the county auditor an order setting each county probation officer's salary. Time spent by a county probation officer as a court referee shall not qualify for reimbursement. Reimbursement shall be prorated if the appropriation is insufficient. A new position eligible for reimbursement under this section may not be added by a county without the written approval of the commissioner of corrections. When a new position is approved, the commissioner shall include the cost of the position in calculating each county's share.

Subd. 7. Certificate of counties entitled to state aid. On or before January 1 of each year, until 1970 and on or before April 1 thereafter, the commissioner of corrections shall deliver to the commissioner of management and budget a certificate in duplicate for each county of the state entitled to receive state aid under the provisions of this section. Upon the receipt of such certificate, the commissioner of management and budget shall draw a warrant in favor of the county treasurer for the amount shown by each certificate to be due to the county specified. The commissioner of management and budget shall transmit such warrant to the county treasurer together with a copy of the certificate prepared by the commissioner of corrections.

Subd. 8. Exception. This section shall not apply to Ramsey County.

History: 1917 c 397 s 9; 1933 c 204 s 1; 1945 c 517 s 4; 1959 c 698 s 3; 1961 c 430 s 2-4; 1963 c 694 s 1; 1965 c 316 s 7-11; 1965 c 697 s 1; 1969 c 278 s 1; 1969 c 399 s 1; 1971 c 25 s 51; 1971 c 951 s 41-43;

1973 c 492 s 14; 1973 c 507 s 45; 1973 c 654 s 15; 1975 c 258 s 5; 1975 c 271 s 6; 1975 c 381 s 21; 1976 c 163 s 58; 1977 c 281 s 1-3; 1977 c 392 s 8; 1980 c 617 s 47; 1981 c 192 s 20; 1983 c 274 s 18; 1985 c 220 s 5,6; 1Sp1985 c 9 art 2 s 76; 1986 c 444; 1987 c 252 s 8; 1988 c 505 s 1-4; 1992 c 571 art 11 s 10; 1996 c 408 art 8 s 8; 1997 c 239 art 9 s 32,51; 1998 c 367 art 7 s 2,15; 1998 c 408 s 10; 2003 c 112 art 2 s 31; 2008 c 204 s 42; 2009 c 101 art 2 s 109

MEEKER COUNTY 2019 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$8,128,625	\$7,451,312	\$6,687,264	\$5,836,443	\$4,846,031	\$9,345,091							\$7,049,128
FAMILY SERVICES CTR.	\$655,429	\$637,359	\$597,520	\$576,901	\$547,192	\$594,348							\$601,458
PUBLIC HEALTH	\$656,993	\$603,000	\$621,361	\$527,016	\$857,781	\$799,042							\$677,532
PARKS	\$271,886	\$271,764	\$279,608	\$255,086	\$339,637	\$323,430							\$290,235
ROAD & BRIDGE	\$2,976,416	\$3,511,717	\$2,880,554	\$2,536,723	\$2,405,507	\$2,924,727							\$2,872,607
SOCIAL SERVICES	\$5,861,523	\$5,843,791	\$5,603,775	\$5,050,123	\$5,150,702	\$6,418,513							\$5,654,738
TRANSFER STATION	\$718,847	\$717,653	\$714,851	\$716,469	\$710,728	\$723,668							\$717,036
TOTAL FUNDS	\$19,269,719	\$19,036,596	\$17,384,933	\$15,498,761	\$14,857,578	\$21,128,819	\$0	\$0	\$0	\$0	\$0	\$0	\$17,862,734

MEEKER COUNTY 2018 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$7,860,121	\$7,414,560	\$6,701,392	\$6,027,395	\$4,793,676	\$8,723,273	\$7,925,413	\$7,567,690	\$7,038,882	\$8,731,074	\$9,131,594	\$9,121,483	\$7,586,379
FAMILY SERVICES CTR.	\$422,994	\$522,588	\$497,515	\$473,850	\$450,203	\$500,290	\$605,334	\$595,974	\$569,910	\$583,638	\$579,566	\$559,838	\$530,142
PUBLIC HEALTH	\$373,688	\$263,218	\$258,107	\$147,271	\$778,492	\$696,906	\$563,956	\$601,164	\$581,826	\$522,840	\$519,680	\$433,328	\$478,373
PARKS	\$180,012	\$161,506	\$154,442	\$140,660	\$349,281	\$338,122	\$301,037	\$282,839	\$240,387	\$223,872	\$204,378	\$190,343	\$230,573
ROAD & BRIDGE	\$4,234,772	\$3,485,679	\$3,177,827	\$2,927,919	\$4,262,158	\$4,841,099	\$5,099,242	\$4,318,733	\$4,870,057	\$4,974,050	\$3,613,133	\$3,356,267	\$4,096,745
SOCIAL SERVICES	\$6,185,468	\$5,398,535	\$5,090,764	\$4,639,868	\$4,672,319	\$6,134,645	\$6,319,245	\$6,030,250	\$5,732,279	\$6,091,022	\$6,589,910	\$6,400,692	\$5,773,750
TRANSFER STATION	\$911,740	\$875,724	\$871,379	\$865,759	\$904,531	\$851,308	\$847,716	\$862,337	\$882,047	\$684,074	\$682,667	\$725,378	\$830,388
TOTAL FUNDS	\$20,168,795	\$18,121,810	\$16,751,426	\$15,222,722	\$16,210,660	\$22,085,643	\$21,661,943	\$20,258,987	\$19,915,388	\$21,810,570	\$21,320,928	\$20,787,329	\$19,526,350

MEEKER COUNTY 2017 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$7,238,145	\$6,024,130	\$5,277,700	\$4,697,794	\$4,135,848	\$7,850,815	\$7,351,944	\$6,727,754	\$6,280,014	\$7,690,019	\$8,543,621	\$8,657,319	\$6,706,259
FAMILY SERVICES CTR.	\$367,468	\$460,464	\$423,602	\$402,071	\$379,582	\$421,838	\$403,627	\$401,617	\$377,042	\$383,572	\$377,079	\$472,600	\$405,880
PUBLIC HEALTH	\$503,304	\$761,629	\$744,388	\$651,038	\$543,904	\$514,501	\$723,703	\$723,245	\$683,977	\$580,393	\$515,649	\$484,865	\$619,216
PARKS	\$186,956	\$281,333	\$253,956	\$239,753	\$228,983	\$198,674	\$281,980	\$281,674	\$266,626	\$226,590	\$205,795	\$192,022	\$237,029
ROAD & BRIDGE	\$4,240,267	\$4,798,748	\$4,596,085	\$4,300,221	\$4,088,334	\$5,213,532	\$5,138,686	\$3,312,116	\$3,300,679	\$3,725,313	\$3,541,729	\$3,347,820	\$4,133,628
SOCIAL SERVICES	\$5,122,808	\$5,030,007	\$4,774,868	\$4,541,485	\$4,449,131	\$5,918,776	\$5,875,331	\$6,005,941	\$5,710,242	\$6,168,861	\$6,670,422	\$6,557,154	\$5,568,752
TRANSFER STATION	\$728,303	\$737,338	\$749,087	\$750,853	\$775,449	\$795,720	\$823,629	\$840,950	\$865,832	\$868,025	\$905,034	\$912,868	\$812,757
TOTAL FUNDS	\$18,387,251	\$18,093,649	\$16,819,686	\$15,583,215	\$14,601,231	\$20,913,856	\$20,598,900	\$18,293,297	\$17,484,412	\$19,642,773	\$20,759,329	\$20,624,648	\$18,483,521

MEEKER COUNTY 2016 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$6,565,602	\$6,013,528	\$4,906,347	\$4,379,609	\$3,914,291	\$7,421,073	\$7,003,905	\$6,435,478	\$5,961,514	\$7,473,885	\$7,803,794	\$7,981,603	\$6,321,719
FAMILY SERVICES CTR.	\$295,675	\$278,129	\$253,128	\$342,063	\$322,712	\$353,481	\$447,716	\$442,154	\$414,432	\$420,133	\$409,887	\$387,273	\$363,899
PUBLIC HEALTH	\$840,573	\$834,055	\$805,200	\$719,707	\$622,662	\$581,059	\$545,517	\$512,937	\$496,840	\$417,708	\$574,665	\$617,850	\$630,731
PARKS	\$269,830	\$259,938	\$222,206	\$222,961	\$192,654	\$167,634	\$176,256	\$166,931	\$157,686	\$138,112	\$213,781	\$204,008	\$199,333
ROAD & BRIDGE	\$2,426,380	\$2,998,046	\$2,817,764	\$2,538,180	\$3,680,367	\$5,526,067	\$5,701,558	\$5,544,458	\$5,025,305	\$4,823,101	\$4,825,832	\$4,537,968	\$4,203,752
SOCIAL SERVICES	\$4,485,300	\$4,305,695	\$4,088,255	\$3,716,258	\$3,571,011	\$5,102,638	\$5,257,020	\$5,334,480	\$5,025,933	\$5,514,641	\$6,126,842	\$5,621,288	\$4,845,780
TRANSFER STATION	\$682,753	\$678,616	\$666,597	\$666,207	\$704,757	\$716,795	\$731,025	\$730,229	\$741,469	\$712,530	\$757,977	\$751,029	\$711,665
TOTAL FUNDS	\$15,566,113	\$15,368,007	\$13,759,497	\$12,584,985	\$13,008,454	\$19,868,747	\$19,862,997	\$19,166,667	\$17,823,179	\$19,500,110	\$20,712,778	\$20,101,019	\$17,276,879