



Board of Commissioners

606 5th Ave. SW, Room #131

Roseau, MN 56751

Phone: 218-463-4248

Fax: 218-463-3252

AGENDA

Tuesday September 15, 2009 8:30 a.m.

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on September 15, 2009 at 8:30 am in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

8:30 Call to Order

1. Presentation of Colors
2. Approve Agenda

8:45 Consent Agenda

1. Approve Proceedings
2. Approve MN Department of Natural Resources Grant-In-Aid Trail Permit for Bemis Hill
3. Approve Annual Maintenance Agreement with ESRI for GIS Software
4. Approve Election Systems & Software, Inc. Post Warranty Hardware Maintenance Services and Software Maintenance and Support Agreement
5. Approve Bills

9:00 Comments and Announcements

9:30 Committee Reports

10:00 Highway Department

1. Final Approval on S.A.P. 68-599-83 to Lian Construction in the amount of \$ 5,455.68
2. Final Approval on S.P. 68-090-03 to R & Q Trucking in the amount of \$10,377.91

10:15 Break

10:30 Auditor Anne Granitz – Budget Discussion

2. Approve the 2010 Preliminary Levy and Budget
3. Approve 2010 Unorganized Budgets
4. Approve PILT Payment Resolution

11:15 Discussion

1. Commissioner Compensation Reduction

11:45 Future Agenda Items

12:00 Adjourn

To schedule an appointment with the Board, please contact the County Coordinator at 218-463-4248

County Coordinator's e-mail address: trish.klein@co.roseau.mn.us

Roseau County Home Page Address: <http://www.co.roseau.mn.us/>

District 1, Alan Johnston, Vice Chair - District 2, Jack Swanson, Chairman -
District 3, Orris Rasmussen - District 4, Russell Walker - District 5, Mark Foldesi

An Equal Opportunity Employer

ITEM # Consent 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Sep 15 2009
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***Subject Title (As it will appear on the agenda):**
Approve Proceedings from 9-8-09 Board Meeting

***Background (Provide sufficient detail of the subject):**
Please review carefully and advise of any changes.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

September 8, 2009

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, September 8, 2009, at 8:30 a.m.

CALL TO ORDER

The meeting was called to order at 8:30 a.m. by County Board Chairman Jack Swanson. The Pledge of Allegiance was recited. Commissioners present were Mark Foldesi, Alan Johnston, Jack Swanson and Russell Walker. Orris Rasmussen was excused.

APPROVAL OF AGENDA

Approval of the 2010 Preliminary Budget and Levy was added to Discussion. A motion to approve the revised agenda was made by Commissioner Foldesi, seconded by Commissioner Walker and carried unanimously.

CONSENT AGENDA

A motion to approve the consent agenda was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously.

The Board, by adoption of its consent agenda, approved the proceedings from the August 25, 2009 Board Meeting.

The Board, by adoption of its consent agenda, approved a Storage Area Network hardware purchase from CDWG in the amount of \$21,047.68

COMMENTS AND ANNOUNCEMENTS

Commissioner Walker announced that he is in the process of organizing a Cattleman's Tour.

DISCUSSION

The Board discussed the proposed rail abandonment of 20.1 miles of the Minnesota Northern Rail between Roseau and Warroad. The Board supports the abandonment and would like to see the rail line remain in the public domain. The Minnesota Department of Transportation is hosting a meeting on Tuesday, September 15, 2009 for State, County and Local officials to discuss the impending rail line abandonment. Commissioner Swanson agreed to deliver a resolution to Tuesday's meeting in support of this project. A motion was made by Commissioner Swanson, seconded by Commissioner Johnston and carried unanimously to adopt the following resolution:

2009-09-01

WHEREAS, The Roseau County Board of Commissioners unanimously supports the Minnesota Northern Railroad's decision to abandon 20.1 miles of track between the cities of Roseau and Warroad and;

WHEREAS, the Roseau County Board of Commissioners believes the corridor should remain in the public domain, as a multi-use trail for off-highway vehicles, including snowmobiles and all terrain vehicles; and for pedestrians, bicyclists, snowshoe and cross-country ski enthusiasts; and for other public purpose as might be later determined;

NOW, THEREFORE BE IT RESOLVED, that the Roseau County Board of Commissioners believes there is significant public support for this concept.

The Board agreed to defer approval of the 2010 Unorganized Budgets and approval of the 2010 PILT Payment Resolution until the September 15, 2009 Board Meeting.

Auditor Anne Granitz presented the Board with data comparing the 2009 budget and levy with the proposed 2010 budget and levy. The Board agreed to postpone approval of the proposed budget and levy until the September 15, 2009 Board Meeting.

Commissioner Johnston addressed the Board regarding a potential hiring freeze effective September 8, 2009 through May 1, 2010. Commissioner Johnston stated that he is concerned that the County will be using reserves in 2009 and 2010 and until a commitment is made on the levy it would be irresponsible to increase spending for another permanent hire.

Commissioner Johnston noted that more or less the county already has a hiring freeze and he would not be opposed to hiring part-time or temporary employees but would not create any new positions at this time.

Commissioner Swanson asked if this hiring freeze would be a soft hiring freeze or a hard hiring freeze, noting that in a hard freeze if an essential employee resigns or retires the county would not be able to replace that person. Commissioner Swanson stated that he would support a soft freeze but would not support a hard freeze because of the potential of not being able to replace an essential employee.

Commissioner Walker asked if this freeze would affect the previously Board approved hire in the Assessor's office. Commissioner Johnston responded that it would be his recommendation to rescind this approval and not hire a new position into the Assessor's office.

Commissioner Swanson noted that there is in effect a hiring freeze already in place at Roseau County through the Uniform Hiring Policy which requires all hires to be approved by the Board.

Commissioner Foldesi stated that he could support such a freeze but not until the beginning of 2010.

A motion to establish a hiring freeze effective September 8, 2009 through May 1, 2010, due to the economy and current financial situation in Roseau County and to rescind the approval to hire an Appraiser II was made by Commissioner Johnston.

County Attorney Lisa Hanson addressed the Board following Commissioner Johnston's motion, noting that because the motion includes action against the Assessor's office, that this

would be an appearance of impropriety if not a blatant conflict of interest due to things that have happened between Commissioner Johnston and the Assessor's office in relation to Mr. Johnston's criminal charges. Chair Swanson requested Commissioner Johnston remove the portion of the motion which is related to the Assessor's office. Commissioner Johnston agreed. Commissioner Foldesi seconded the motion and the motion failed by a 1-3 vote, with Commissioner Johnston in favor and Commissioners Foldesi, Swanson and Walker opposed.

Commissioner Foldesi inquired about the wage negotiation committee meeting with the labor unions in Roseau County and whether or not they would consider a voluntary wage freeze. Commissioner Walker stated there was not an interest by the bargaining groups to voluntarily freeze their salaries. Commissioner Swanson requested the wage committee meet again with the bargaining groups to review the potential of a voluntary wage freeze in 2010. Commissioner Walker will arrange this meeting.

Assessor Al Heim met with the Board to update them on the status of applications received for the Appraiser II position. To date only three applications were submitted. One application fully met all the qualifications posted in the advertisement for hire. A second candidate would be fully qualified by the anticipated start date. A third candidate would still be one course short of meeting the minimum qualification by the anticipated start date. It was agreed to request an opinion from the county attorney on how to proceed.

NORTHWEST MINNESOTA MULTI-COUNTY HOUSING & RE-DEVELOPMENT AUTHORITY

Executive Director Lee Meier and Wynne Consulting President John Wynne met with the Board to review the Housing and Redevelopment Authority 2009 approved levy and the benefits of this program to the residents of Roseau County.

HIGHWAY DEPARTMENT

Engineer Ketring met with the Board to request approval of a culvert installation on CSAH #7. A motion was made by Commissioner Foldesi, seconded by Commissioner Walker and carried unanimously to adopt the following resolution:

2009-09-02

BE IT RESOLVED, that the Board does hereby approve project number 09-02, a culvert installation on CSAH #7, to R & Q trucking in the amount of \$2,997.62.

COMMITTEE STRUCTURE

The Board discussed setting up a new committee to address Citizen concerns, complaints or commendations. This committee would consist of two Commissioners, the Department head of the employee involved, the County Attorney, and the County Coordinator. A form would be developed and the citizens asked to complete the form documenting the concern, complaint or commendation. The Board agreed to set a specific date and time each month for this committee and requested Administrative Assistant Ann Marie Miller coordinate these dates. A motion to approve the Citizen Committee was made by Commissioner Johnston, seconded by Commissioner Walker and carried unanimously. All Commissioners will serve on this committee.

Upon motion carried, the Board adjourned the regular meeting at 10:45 a.m. The next regular meeting of the Board is scheduled for September 15, 2009 at 8:30 a.m.

Attest:

Date: _____

Ann Marie Miller, Board Clerk
Roseau County, Minnesota

Jack Swanson, Chairman
Board of County Commissioners
Roseau County, Minnesota

DRAFT

ITEM # Consent 2

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Sep 15 2009
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***Subject Title (As it will appear on the agenda):**
Approve Grant-In-Aid Trail Permit for Bemis Hill Area Trail

***Background (Provide sufficient detail of the subject):**
Attached is the Grant-In-Aid Trail Permit for the Bemis Hill Area Trail for your approval.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk



MINNESOTA DEPARTMENT of NATURAL RESOURCES

Parks and Trails Division

246 125th Avenue NE Thief River Falls, MN 56701

Telephone (218) 681-0889 Fax 681-0948

September 1, 2009

Jack Swanson
Roseau County
605 5th Avenue SW, Room 131
Roseau, MN 56751

Re: Grant-In-Aid Trail Permit Bemis Hill Area Trail

Dear Jack:

Enclosed please find a Grant-In-Aid Trail Permit to be signed where indicated. We will also need a current resolution for the Northstar ATV Club.

Please return both to me in the enclosed envelope.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink that reads 'Wade Miller'.

Wade Miller
Area Supervisor

WM/pkm

CC: Michael Klein
PO Box 152
Roseau, MN 56751

GRANT-IN-AID TRAIL PERMIT

This permit is granted by the State of Minnesota acting by and through its Commissioner of Natural Resources, hereinafter called "State," under the authority and subject to the provisions of MS 89.17, 92.50 and other applicable statutes, to the "Permittee," as named below:

County _____
Permit No. 144-17 _____
RAN _____

Permittee (County/City/Township) Roseau County Jack Swanson, Board Chair			
Address (No. & Street, RFD, Box No., City, State, ZIP Code) 606 5th Ave. SW, Room 131, Roseau, MN 56751			
Term	Effective Date	Termination Date	
Purpose of Permit Bemis Hill Area Trail		Location – Legal descriptions of the Premises covered by this Permit are contained on Exhibit A and depicted on Exhibit B (map).	
Type of Trail <input checked="" type="checkbox"/> XX ATV <input type="checkbox"/> Snowmobile <input type="checkbox"/> OHM <input type="checkbox"/> ORV <input type="checkbox"/> Ski	Trail Width (Feet)	Summer Mechanized Travel is <input type="checkbox"/> Permitted <input type="checkbox"/> Not Permitted	No. of Trail Shelters Permitted

This Permit is issued under Minn. Statutes Section 89.17 (Forestry) 92.50 (Other Divisions).

Timber damages for this Permit are \$ _____.

TERMS (SEE PAGES 2 AND 3.)

This permit is issued and accepted upon the conditions and subject to all terms and limitations contained under Minnesota law and all conditions herein specified.

PERMITTEE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY with all the requirements of this Permit.

This Permit is not valid until signed by all parties and authorizing resolution, if applicable, is attached.

Permittee Signature	Date	Permittee Signature	Date
X Print Name Jack Swanson, Board Chair Roseau County	Phone 218-463-4248	Print Name	Phone
DNR Signature	Date	DNR Signature	Date
Print Name	Phone	Print Name	Phone

SIGN HERE



This form approved by the Attorney General's Office on October 22, 2001.

NA-02010-03

It is agreed as follows:

1. The State, in consideration of the terms, conditions and agreements contained herein, hereby permits the Permittee a non-exclusive right to construct, maintain and use a public trail of the type(s) and width noted above, subject at all times to sale, lease, and use for mineral or other purposes, being a right of way crossing the legal descriptions shown on Exhibit A and Exhibit B (the attached map) and hereafter known as the "Premises." The trail shall be developed and maintained in accordance with instructions in the *Minnesota Trail Assistance Manual*.
2. The Permittee is granted the use of the Premises at no cost. The Permittee agrees and understands that it is responsible for all expenses associated with the construction, maintenance and use of the trail. The State is not responsible for any of these expenses.
3. This permit is effective on and shall terminate on the dates shown above. If summer mechanized travel is permitted on the trail as indicated above, appropriate signs shall be posted by the Permittee.
4. This permit is subject to all existing easements, rights of way, licenses, leases, and other encumbrances upon the Premises. Permittee shall be liable for any damages to interests existing prior to granting of the permit.
5. Permittee shall maintain the Premises in good repair, keeping them safe and clean, removing all debris and litter that may accumulate. Permittee shall comply with all local ordinances and state and federal laws and rules. Permittee shall be responsible for any damages to natural resources caused by users on the trail or adjacent state lands. No timber shall be cut, used, removed, or destroyed by the Permittee without first obtaining written permission from the State. Permittee must comply with all requirements of law regarding the use, storage and disposal of all pollutants, contaminants, solid waste, hazardous waste and other materials.
6. This permit may be terminated at any time by mutual agreement, or immediately by the State upon serving the Permittee a written notice if termination is for violation of any term of this permit, or at the end of thirty (30) days if cancellation is for any other reason.

Permittee shall, on or before the termination date, surrender the premises peacefully, remove all property from the premises or other property placed thereon with its permission and leave the premises in a clean and safe condition. Any property left after thirty (30) days shall become the property of the State and disposed of in accordance with the provisions of law. Permittee shall be liable for all costs to dispose of such property.

7. Permittee and the State agree that each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for acts and omissions of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims act, MS 3.736, and other applicable law. Permittee's liability shall be governed by the Municipal Tort Claims Act, MS Ch. 466, and other applicable law.
8. The Permittee agrees and understands that this permit does not grant an exclusive right to the Premises and the public lands authorized for use under the permit shall be open to public recreational uses, as defined in Minnesota Statutes Section 604A.21, not inconsistent with the purposes of this permit.
9. The State reserves the right for itself and others to whom it may give authorization, to use or reroute the trail as the State deems necessary
10. No buildings or structures shall be permitted on the premises without the State's prior written permission. Trail shelters, if noted above, are permitted as part of this permit. (If trail shelters are permitted, their design and location must be approved by the State, and their locations must be noted on Exhibit A and shown on Exhibit B).
11. The Permittee shall have the right to close the Premises during an emergency, after first obtaining the State's approval.

12. Additional Terms (check all that apply)

- Trail route and placement, construction and reconstruction must be pre-approved by the State. Routing, construction, reconstruction and maintenance shall comply with applicable DNR policies and guidelines which include, but are not limited to:
 1. DNR Trail Design and Construction Guidelines Manual
 2. Minnesota Trail Assistance Manual
 3. MN Forest Resource Council, Voluntary Site-Level Forest Management Guidelines
- Portions of this grant-in-aid trail are part of the State Forest Trail system. Other seasonal use of these areas may be authorized by the State in accordance with postings and designations.
- Portions of this grant-in-aid trail are part of the State Forest Road system. There may be mixed traffic, including heavy trucks and cars. The Permittee will install and maintain signs which have been provided by the State (in accordance with the DNR sign manual) at all points where the trail joins the State Forest Road and at intermediate points, as specified by the DNR. Recreational motor vehicles shall keep to the right side of the road and yield to trucks and cars.
- Notwithstanding term #5, trees that have fallen down on the trail may be removed and placed outside the trail right-of-way. Permittee shall also be allowed to cut and remove trees or parts of trees that overhang the trail in such a way that the height or width of the trail does not meet minimum clearances set forth in the DNR Trail Design and Construction Guidelines Manual.
- Permittee shall maintain fences to keep livestock out of wooded areas. Permittee shall maintain the line fences identified on the premises. Major repairs shall be referred to the State.
- Permittee shall preserve grass waterways on the premises.
- Permittee shall control noxious weeds on the premises. Herbicide use shall be in accordance with DNR policy, and in compliance with label directions and EPA registered uses.
- DNR reserves the right to construct and maintain water bars and other erosion control structures as needed
- Other: **(Subject to issuing Division Director and Attorney General approval)**

These signatures are required only if other terms are added.

Division Director Signature	Date	Attorney General Signature	Date
Print Name		Print Name	

ITEM # Consent 3

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Sep 15 2009
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***Subject Title (As it will appear on the agenda):**
Approve annual Maintenance Agreement with ESRI for GIS Software

***Background (Provide sufficient detail of the subject):**
Attached is the quotation from ESRI for the annual maintenance agreement on the County's GIS system. This contract will be in effect December 2, 2009 - December 2, 2010.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk



ESRI

ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 09/03/2009
TO: Trish Klein
ORGANIZATION: COUNTY OF ROSEAU
COORDINATORS OFFICE
FAX #: 218-463-4283 **PHONE #:** 218-463-4248
FROM: Sara Hughes
FAX #: 909-307-3083 **PHONE #:** 888-377-4575 Ext. 4971
EMAIL: shughes@esri.com

Number of pages transmitted
(including this cover sheet): 3

QUOTATION #25384033

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Customers who have multiple copies of some ESRI products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about ESRI Desktop terms and conditions, please visit http://www.esri.com/legal/pdfs/mla_e204_e300/english.pdf; for information about ESRI Server software, Developer software, or Web services terms and conditions, please visit <http://www.esri.com/legal/pdfs/mla.pdf>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575.

**ESRI**

380 New York Street
 REDLANDS, CA 92373
 Phone: 888-377-45754971
 Fax #: 909-307-3083

Quotation

Date: 09/03/2009**Quotation Number:** 25384033

COUNTY OF ROSEAU
 COORDINATORS OFFICE
 606 5TH AVE SW RM 131
 ROSEAU MN 56751
Attn: Trish Klein

Customer Number: 313872

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

ESRI, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Sara Hughes

Please include the following remittance address on your Purchase Order:

ESRI Inc.
 File #54630
 Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
10	2	109842 ArcGIS Server Standard Workgroup One Core Additional Migrated Maintenance Start Date: 12/02/2009 End Date: 12/01/2010	500.00	1,000.00
1010	1	109845 ArcGIS Server Standard Workgroup Up to Two Cores Migrated Maintenance Start Date: 12/02/2009 End Date: 12/01/2010	1,000.00	1,000.00

Subtotal 2,000.00
Estimated Taxes 27.50
Total \$ **2,027.50**

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Sara Hughes **Ext:** 4971

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45754971
Fax #: 909-307-3083

Quotation

Page 2

Date: 09/03/2009

Quotation Number: 25384033

Customer Number: 313872

Item Qty Material#

Unit Price

Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Sara Hughes

Ext: 4971

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

ITEM # Consent 4

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Sep 15 2009
--------------------------------------------------------	-----------------------------------	-------------------------------------------

***Subject Title (As it will appear on the agenda):**
 Approve Election Systems & Software, Inc. Post Warranty Hardware Maintenance Services and Software Maintenance and Support Agreement

***Background (Provide sufficient detail of the subject):**
 This is a service agreement for the voter tabulation equipment and software that Roseau County Purchased as part of the Help America Vote Act (Pub.L. 107-252), or HAVA. HAVA is a United States federal law which was signed into law by President Bush on October 29, 2002 and drafted in part due to the controversy surrounding the 2000 U.S. presidential election, the goals of HAVA are:

 replace punch card voting systems;
 create the Election Assistance Commission to assist in the administration of Federal elections; and
 establish minimum election administration standards

***Financial Consideration:**
 We have \$37,797.70 in HAVA grant funds remaining after purchasing the AutoMARKs and voter tabulation equipment. We will use grant funds to pay the maintenance fees.

***Legal Consideration:**

***Other Consideration:**

***Resolution (Wording should reflect the intent of the Board vote):**

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

**ELECTION SYSTEMS & SOFTWARE, INC.
POST WARRANTY
HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND
SUPPORT AGREEMENT**

THIS HARDWARE MAINTENANCE SERVICES AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, Inc., a Delaware corporation ("ES&S") and Roseau County, Minnesota ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment and software described on Attachment 1, and Customer now desires to obtain field maintenance services for such equipment and maintenance services for such software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Agreement for Hardware Maintenance Services and Software Maintenance and Support shall be in effect for an initial four-year period beginning on August 1, 2009 (the "Initial Maintenance Term"). Upon expiration of the Initial Maintenance Term, this Agreement shall automatically renew for an unlimited number of successive two-year periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Maintenance Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (c), which will require no notice), or (c) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall not entitle Customer to a refund of any fees already paid to ES&S.

1. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Attachment 1 for the initial Maintenance Term. The Hardware Maintenance and Software Maintenance Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental

Software Maintenance Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a maintenance and support plan, or otherwise changes its maintenance and support plan with ES&S during the Initial Maintenance Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, maintenance and support coverage.

ARTICLE II **HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Initial Maintenance Term or any renewal thereof not expired, and (c) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements and with respect to ES&S' Out-Of-Pocket Expenses, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Agreement, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Hardware in Normal Working Condition ("Routine Maintenance Services") once during the even numbered years of the Initial Maintenance Term or the even numbered year of any Renewal Period. Customer may request that Routine Maintenance Services be performed more than once during the Initial Maintenance Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Hardware. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as

agreed upon by the parties. Customer shall pay all costs associated with shipping Product(s) both to and from the Depot location, including insurance.

c. **Remedial Maintenance Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that the Product(s) identified on Attachment 1 as "depot repair only" may only be repaired at a Depot. Customer shall pay all costs associated with shipping Product(s) both to and from the Depot location, including insurance.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. **Timing.** The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed; provided ES&S has a product available. (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable memory packs, PCMCIA cards, cancellation stamps, ink pads or red stripe pens, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Maintenance Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in such Maintenance Term.

e. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Initial Maintenance Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Product documentation.

ARTICLE III **SOFTWARE**

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Software Maintenance Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S' license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its

then-current rates to ES&S may charge Customer at its then-current rates to (a) ship the Updates; (b) install the Updates, (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update, or (d) train the Customer or on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 4 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

ARTICLE IV
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within 1 year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance Services and Software Maintenance and Support Services.

3. **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Entire Agreement.** This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, USA, without regard to its

conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.

6. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC.
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

ROSEAU COUNTY, MINNESOTA
606 5th Avenue SW, Room 160
Roseau, MN 56751-1477
Fax No.: (218) 463-4283

Signature

Signature

Tom O'Brien

Name (Printed or Typed)

Name (Printed or Typed)

Chief Finance Officer

Title

Title

Date

Date

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

HARDWARE

Quantity	Description	Year 1 Maintenance Fee Per Unit (Per Year)	Year 1 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 2 Maintenance Fee Per Unit (Per Year)	Year 2 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 3 Maintenance Fee Per Unit (Per Year)	Year 3 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
Quantity	Description	Year 4 Maintenance Fee Per Unit (Per Year)	Year 4 Maintenance Fee In Total
23	Model 100 Precinct Scanner	\$135.00	\$3,105.00
26	ES&S AutoMARK Voter Assist Terminal	\$177.50	\$4,615.00
	Total Fees Due For the Initial Hardware Maintenance Term		\$30,880.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 90% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Remedial Maintenance Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

**ES&S UNITY SOFTWARE AND FIRMWARE SUPPORT DESCRIPTION
AND MAINTENANCE FEES**

Please check the Unity Software Products for which Software Support will be provided:

Unity Election System Software Products:

UNITY SOFTWARE PRODUCT	SUPPORT PROVIDED
Data Manager	N/A
Ballot Image Manager	N/A
Ballot on Demand	N/A
Hardware Programming Manager	N/A
Data Acquisition Manager	N/A
Reporting Manager	N/A
Data Manager	N/A
Ballot Image Manager	N/A

Please check the Unity Hardware Products for which Firmware Support will be provided:

Unity Election System Hardware Products (Firmware):

UNITY HARDWARE PRODUCT	NUMBER OF UNITS
Model 100	23
Model 650	N/A
IVotronic	N/A
AutoMARK	26
Model 150/550	N/A
EAGLE	N/A
IV-C	N/A
Model DS200	N/A

ES&S Software Maintenance and Support Fees for the initial Software Maintenance Term and renewal terms shall be as follows:

Year	ES&S Software Fee	ES&S Firmware Fee	Total Fee
1	N/A	\$3,330.00	\$3,330.00
2	N/A	\$3,330.00	\$3,330.00
3	N/A	\$3,330.00	\$3,330.00
4	N/A	\$3,330.00	\$3,330.00

Software Maintenance and Support Services Provided by ES&S Under the Agreement

1. Telephone support
 - ES&S will provide support on procedural questions of a specific nature not covered in ES&S' User Manuals;
 - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution (to be provided on a limited basis)
 - ES&S will provide issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S will provide Technical Bulletins on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing

Software Maintenance and Support Services Not Provided by ES&S Under the Agreement

1. Network design, layout or administration
2. Training for any Unity product
3. Election set up and programming
4. "Where/how do I start my programming of my Election"
5. Installation of Unity modules, firmware or setting date or time – User Guides, Installation Instructions, Training Checklists and Technical Bulletins are provided for these processes
 - Installation of Unity modules, printers and peripherals. These items shall be the responsibility of the Customer.
6. Third Party Interface – Import from non ES&S Voter Registration System
7. Installation of third party hardware or software - User Guides, Installation Instructions are provided for these processes
8. Issue resolution for printers and modems not supported by ES&S applications

9. Issue resolution for requests made by non-ES&S service providers
10. Issue resolution for Audio files – prepared by a non-ES&S approved vendor
11. Setup or Installation of Unity products not in accordance with Certificated Configuration

Software Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full Unity training session for each product selected
 - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections
 - Customer shall have the ability to install application firmware and software and make changes to date and time settings
 - Customer shall have the ability to change batteries and belts
 - Customer shall have the ability to store equipment in accordance with ES&S requirements
2. Customer shall have reviewed a complete set of User Manuals
3. Customer shall have reviewed Training Checklists

JACK SWANSON COMMITTEE MEETINGS

SEPTEMBER 2, 2009 - ASSOCIATION OF MINNESOTA COUNTIES FUTURES TASK FORCE (ST PAUL); HEARD FROM GOVERNOR AL QUIE ON LEADERSHIP AND STATESMANSHIP; THE FORMER GOVERNOR SAID THERE ARE TIMES WE NEED TO PUT OUR COUNTY AHEAD OF OUR POLITICAL AMBITIONS, AND DO WHAT'S RIGHT. ALSO HAD AN UPDATE ON HEALTH AND HUMAN SERVICES REDESIGN ... AND ON COUNTY'S REQUIREMENT TO PAY FOR ATTORNEY SERVICES IN CHILD SUPPORT CASES.

SEPTEMBER 10, 2009 - AFFORDABLE HOUSING LOAN COMMITTEE (BADGER); A SIGNIFICANT INCREASE IN ACTIVITY HAS DRAWN DOWN THE LOAN POOL TO NEARLY ZERO. ROSEAU COUNTY IS \$22,000 IN THE RED, SO NO FURTHER LOANS CAN BE MADE IN THE COUNTY UNTIL THAT NUMBER IS IN POSITIVE FIGURES. THE ONLY ENTITIES WITH A POSITIVE CASH BALANCE ARE POLARIS, MARVIN WINDOWS, THE CITIES OF BADGER AND GREENBUSH, AND CITIZENS STATE BANK AND BORDER STATE BANK. THUS THE ONLY PEOPLE QUALIFIED FOR THE DOWN PAYMENT ASSISTANCE ARE PEOPLE EMPLOYED BY MARVIN'S OR POLARIS, OR WHO ARE BUYING IN GREENBUSH OR BADGER.

SEPTEMBER 14, 2009 - KAMAR (KARLSTAD).

ITEM # Discussion 1

REQUEST FOR BOARD ACTION

* Required Fields



*Person Responsible for Request Walker, Russ	*Department	*Board Meeting Date Sep 15 2009		
--------------------------------------------------------	--------------------	-------------------------------------------	--	--

***Subject Title (As it will appear on the agenda):**
Commissioner Compensation Reduction

***Background (Provide sufficient detail of the subject):**
Russell would like to discuss reducing Commissioner Compensation for 2010. Russell is proposing a 10% cut in base pay, a 25% reduction off the current per diem rates and eliminating per diem reimbursement on two monthly Board Meetings.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
None

***Resolution (Wording should reflect the intent of the Board vote):**
None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:
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Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result	
			Yes	No	Abstain		
Swanson						Passed	
Johnston							
Folds						Failed	
Rasmussen							
Walker						Tabled	

ATTEST: Teresa Klein, Board Clerk

From the December 2, 2008 Board Meeting

The Board discussed 2009 elected official salaries. The Board agreed to increase elected official salaries by 3.5%. A motion was made by Commissioner Foldesi, seconded by Commissioner Swanson, and carried unanimously to adopt the following resolution:

2008-12-02

BE IT RESOLVED, that the Board does hereby set the Roseau County elected official wages for 2009 as follows REFLECTING A 3.5% increase:

Auditor \$67,961
Recorder \$54,972
Attorney \$84,064
Sheriff \$66,003
Treasurer \$61,437

BE IT FURTHER RESOLVED that the Treasurer will continue to be compensated an additional \$250 per month for management of Vital Statistic and Passports.

The Board discussed the 2009 commissioner salary. The Board agreed upon a 3.5% increase. A motion was made by Commissioner Walker, seconded by Commissioner Rasmussen, and carried unanimously to adopt the following resolution:

2008-12-03

WHEREAS, pursuant to Minnesota Statute § 375.055, "The County Commissioners shall receive as compensation for services rendered by them for their respective counties, salaries and in addition may receive per diem payments and reimbursement for necessary expenses in performing duties of the office as set by resolution of the County Board.

BE IT RESOLVED, the Board sets the 2009 Commissioner salary at \$19,214, reflecting a 3.5% increase over 2008.

The Board discussed per-diem payments for 2009. The Board agreed to leave per-diems reimbursement at the 2008 level but amended the out of county per-diem language. A motion was made by Commissioner Johnston, seconded by Commissioner Rasmussen, and carried unanimously to adopt the following resolution:

2008-12-06

BE IT RESOLVED, that the 2009 Commissioner in county per-diem is \$100.

BE IT FURTHER RESOLVED that the out of county meeting per-diem is \$150.

BE IT FURTHER RESOLVED that the 2009 out of county one day meeting requiring an overnight per-diem is \$200.

BE IT FURTHER RESOLVED that the second and third regular meetings of the Board are eligible for per-diem reimbursement.

BE IT RESOLVED, that 2009 per-diem reimbursement for non-elected committee members is set at a maximum of \$100.

ITEM # Correspondence
REQUEST FOR BOARD ACTION
 * Required Fields



*Person Responsible for Request Klein, Trish	*Department Coordinator	*Board Meeting Date Sep 15 2009
--------------------------------------------------------	-----------------------------------	-------------------------------------------

***Subject Title (As it will appear on the agenda):**
 Correspondence

***Background (Provide sufficient detail of the subject):**
 Please review the attached correspondence: 1. Letter from Sheldon Erickson. 2. Letter from Northwest Community Action regarding Roseau County Affordable Housing Program fund balance.

***Financial Consideration:**

***Legal Consideration:**

***Other Consideration:**
 None

***Resolution (Wording should reflect the intent of the Board vote):**
 None

Coordinator's Office Use (Do Not Write Below)

Date Received:	Comments:

Board Action:

Comm.	Motion (First)	Motion (Second)	Vote			Vote Result
			Yes	No	Abstain	
Swanson						Passed
Johnston						
Folds						Failed
Rasmussen						
Walker						Tabled

ATTEST: Teresa Klein, Board Clerk

RECEIVED

SEP 08 2009

I reluctantly write this letter to the county board as a concerned citizen about the conduct of two of our county commissioners, who chose to defraud the county and state of due taxes. You are to collect taxes due and distribute them to the best of your ability, but have choice not too fulfilled your obligation You have defaced yourself, the commissioner chair, the county and the state. How are we to explain to our young people and the rest of our great people of this county that your actions do not have consequences?

I therefore ask that you Allen Johnston and Orris Rasmussen to resign and be replaced by one of our many hardworking honest citizens.

Sheldon Erickson
Badger, Mn. 56714

Northwest Community Action

SERVING NORTHWESTERN MINNESOTA

Randy Nordin, Executive Director

Community Services • Head Start • Housing • Energy Assistance

To: Roseau County, Minnesota
From: John Wynne, Northwest Community Action, Inc.
Date: September 10, 2009
Regarding: Roseau County Affordable Housing Program

The Roseau County Affordable Housing Program Advisory Committee met on Thursday September 10th to decide on an appropriate plan of action for the processing of future downpayment assistance loans. It was decided that applications from households planning to purchase or build houses in those jurisdictions which currently have a negative loan fund balance (the amount of loan dollars exceed the jurisdictions contribution to the pool) will not be eligible to receive loans from the pool until such time as the jurisdiction is no longer in the "red".

Roseau County's balance as of August 31st was -\$22,734. This means that applicants who intend to purchase or build housing in Roseau County and are relying solely on funding from Roseau County, will not be eligible for loan funding until such time as (1) loan repayments re-capitalize the fund into a positive balance or (2) Roseau County contributes an amount to the fund in an amount which is sufficient to bring the fund (including any new loans) into a positive balance.

The Advisory Committee asked that I draft a letter indicating this policy decision and forward it to each of the jurisdictions/entities with a current negative loan fund balance. The committee recognizes that this is a difficult time for jurisdictions and businesses to make additional contributions, but they wanted participants to be aware of the situation.

If you have any questions you can call me at 218-528-3258.

Sincerely,



John Wynne
Northwest Community Action

ROSEAU COUNTY SHERIFF

604 5th Avenue Southwest * Roseau, Minnesota 56751



Sheriff Jule D. Hanson
Office: (218) 463-1421
Fax: (218) 463-1455

September 3, 2009

**Roseau County Sheriff's Office
Monthly Report
August, 2009**

The Roseau County Sheriff's Office reports the following for the month of August.

The Detention Center is averaging about 20 inmates per day. The Corrections officers are doing a great job in keeping order in the facility.

This weekend is Labor Day weekend. Drive carefully, slow down, buckle up and have a safe and enjoyable weekend. Labor Day weekend is one of the biggest weekends for traffic accidents. Give yourself plenty of time to travel.

School starts this week. Watch for children walking or riding their bikes. Make your plans with your children for riding the bus and make sure they know where they are going. Children are very excited and they are not thinking about anything else except school so keep your eyes open and watch for them. Look for the school patrol, yield for them. Make sure you stop for the school buses. Yellow lights mean to prepare to stop, not hurry to get around them. Have a safe school year.

Thanks again to the public for working and supporting the Sheriff's Office. With everyone working together we can make Roseau County a safer place to live.

Chief Deputy
Terry Bandemer

Number	Call
	Citations
12	Speed
1	Exhibition Driving
1	Open Bottle
1	No Minnesota DL
2	Driving After Cancellation
1	Driving After Revocation
1	Driving After Suspension
5	No Proof of Insurance
1	Fail to Yield
1	Texting While Driving
2	Found Property
2	Deer MVA
3	MVA Personal Injury
4	MVA Property Damage
2	Hit and Run with Property Damage
1	TB Permit Check
2	Suicide Threats
3	Ambulance Calls with Deputy
13	Requests from Public
7	Domestic Complaints
9	Public Assists
20	Animal Complaints
2	Noise Complaints
2	Harassment Orders Received
2	Order for Protections Received
10	Permit to Acquire
3	Permit to Carry
4	Car Unlock
3	Harassing Phone Calls
18	Misc Officer Other
1	Attempt to Locate
7	Assist Other Agencies
3	Alarm Checks
1	Tow Calls
12	Suspicious Vehicle
13	Suspicious Persons
1	Missing Persons
8	Adult Transports
6	Juvenile Transports
2	911 Fail Checks
11	Home Monitoring Checks
1	Arrest on Warrant

	Traffic Stops
35	Speed Warnings
2	No Trailer Lights Warning
4	No Headlight Warning
8	Left of Center Warnings
2	Expired Registration Warning
3	Stop Sign Violation Warning
1	Failure to Yield Warning
6	No Tail Lights Warning
9	Equipment Violation Warning
2	Follow too Close Warning
1	Fail to Display Registration Warning
1	Inattentive Driving Warning
1	Failure to Obey Semaphore Warning
2	Failure to Dim Headlights Warning
1	White Light to Rear Warning
1	Expired DL Warning
2	Jail Incidents
8	Jail Transports
3	Assaults
2	Burglary
1	Family Crimes
3	Misd DWI
1	Minor Consumption under 18
1	Minor Consumption over 18
1	Disorderly Conduct
9	Damage to Property
3	Theft
3	Theft from Building
1	Theft from Vehicle
3	Contempt of Court
3	NSF Checks
1	Vehicle Theft
2	Weapons Offense
1	Obstruct Legal Process
1	Order for Protection Violation
1	Probation Violation