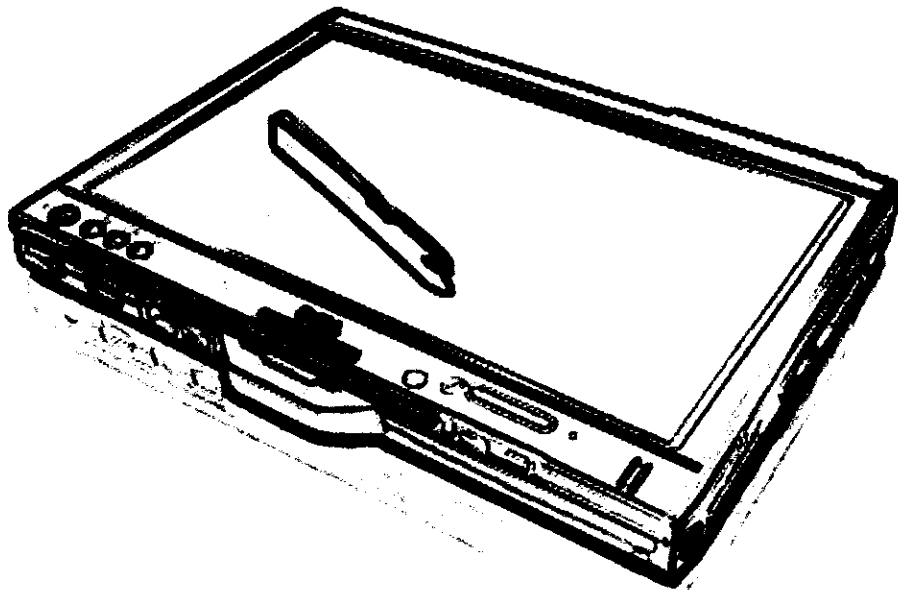


EXHIBIT B

2016

Electronic Roster Guide



Office of the Minnesota Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155
Phone: (651) 215-1440
Toll Free: 1-877-600-8683
Minnesota Relay Service: 1-800-627-3529
Email: elections.dept@state.mn.us
Website: www.sos.state.mn.us

1.0 INTRODUCTION

1.1 Introduction

In 2013 an electronic roster pilot project was established to examine and test the use of epollbooks in Minnesota polling locations. In 2014, an expanded pilot project was established to test epollbooks in a high turnout election.

In the 2014 omnibus elections bill (chapter 288) the legislature authorized counties, cities and municipalities to use electronic rosters for any election.

1.2 Description

Electronic rosters, also known as electronic poll books or epollbooks, are an electronic version of the paper polling place roster. This guide will give an overview of the statutes authorizing and governing the use of electronic rosters, provide guidelines for working with a vendor to ensure all needs are met, and explain the process of setting up electronic rosters with SVRS, using electronic rosters in the polling place, and transferring data from electronic rosters to state systems.

Electronic Rosters can be used for:

- Election day registration
- Processing preregistered voters
- Both election day registration and processing preregistered voters.

This guide is designed to aid jurisdictions that are considering using electronic rosters for the first time. As equipment and processes may vary between jurisdictions, jurisdictions will need to develop their own procedures and materials to address jurisdiction specific issues.

1.2.1 Pros and Cons

Pros:

- Electronic rosters are designed to make the process of checking in voters at the polls fast and easy.
- Easier to post rosters after an election.
- More accurate voting history.
- Queue up EDR files electronically, for faster SVRS input.

Cons:

- There is a significant cost to purchasing the equipment.
- Specialized training is required, and may have to be developed by the county.
- May be minimal economic benefit for smaller counties.

2.0 STATUTORY REQUIREMENTS OVERVIEW

2.1 Authorization

M.S. 201.225 Subdivision 1

A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

2.2 Notification

M.S. 201.225 Subdivision 6

A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

Note that notifying the Office of the Secretary of State that a jurisdiction plans on using electronic rosters is not the same as certification that electronic rosters meet all security and technical requirements. Please refer to **2.5 Certification** on page 7 for additional information on certification.

2.3 Technology Requirements

Minnesota statutes establishes technology requirements for electronic rosters to be used in Minnesota elections. The Office of the Secretary of State has developed additional security requirements. A county using electronic rosters should also develop their own technology requirements, catered to the equipment used and county specific processes.

2.3.1 Statutory Requirements

Electronic rosters must meet technology requirements as set by Minnesota Statutes 201.225 Subd. 2.

Before election:

Unless an electronic roster is used only for election day registration, the device must have the capability of accepting voter registration data in the format prescribed by the office of the secretary of state (page 14). This data must only contain information on preregistered voters within the precinct. It cannot contain preregistered voter data on voters registered outside of the precinct. (MS 201.225 Subd. 2 (1), (10))

The electronic roster may only be networked within the polling location on election day, except for the purpose of updating absentee ballot records. (MS 201.225 Subd. 2 (11))

Additionally, The Office of the Secretary of State in consultation with MN.IT has established minimum security, reliability, and networking standards. Counties certify that these standards are met as part of the certification process laid out in 2.5.1 (page 8). (MS 201.225 Subd. 2 (12))

2.5 Certification

Thirty days before each election in which the county, municipality, or school district intends to use electronic rosters, counties are required to submit a certification that the equipment being used meets all security and technical requirements set out in M.S. 201.225. If electronic rosters are to be used for both the general and primary elections, and the electronic roster software is not updated between elections, one certification, 30 days before the primary, is sufficient.

2.5.1 Certification Testing

The following checklist is designed to ensure an electronic roster meets all requirements as laid out in M.S. 201.225 Subd.2

The jurisdiction should be able to check off all items before submitting certification. Either the county IT staff can assist in reviewing the requirements, or the vender can certify to the county that all requirements are met.



Office of the Minnesota Secretary of State

**CERTIFICATION THAT ELECTRONIC ROSTERS TO BE USED MEET
M.S. 201.225 REQUIREMENTS**

Instructions

This form is designed for counties, municipalities, or school districts to give the required certification that electronic rosters meet all requirements in *Minnesota Statutes 201.225*. This must be certified to the Office of the Secretary of State at least 30 days before the election that electronic rosters are to be used. The completed form should be returned to the Office of the Secretary of State via email (elections.dept@state.mn.us), fax (651-296-9073) or mail (180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155). (*Minnesota Statutes 201.225*)

Jurisdiction Information

Jurisdiction Name

Jurisdiction Type

☐

County

☐

Municipality

☐

School District

Certification

The above-named jurisdiction hereby certifies to the Office of the Secretary of State that the electronic rosters to be used at the upcoming election to be held on meet all of the requirements in *Minnesota Statutes 201.225*.

The following electronic rosters will be used:

Vendor Name/Model

Used in these precincts

Vendor Name/Model

Used in these precincts

Vendor Name/Model

Used in these precincts

Signature

Name

Title

Signature

Date

Revised 7/2014

5.3 Election Day Electronic Roster Back-up Requirement

A precinct using ePollbook must have a paper roster back up for use in a process approved by the OSS if the ePollbook is not operable. Precincts may use either a back-up printed PDF roster or Greeter's List for the back-up paper roster. If no printed PDF roster back up has been provided, the Greeter's List must be printed as the paper back up.

Supplies

Preregistered Roster Back-Up Materials—Supply box:

- ☐ Printed PDF *Roster* or *Greeter's List*
- ☐ Additional binder(s) or other clip if *Greeter's List* will be divided
- ☐ Roster pages for signing in—numbered consecutively per sheet with oath at top
 - If ePollbook process uses label system, may continue to use same signature pages.
 - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.
(Keep a clean copy from which to make additional copies as needed if back up procedures must be used.)
- ☐ Blank voter receipts
- ☐ *Roster Supplement: Accepted Absentee Ballots for Registered Voters*
 - Must cover *at least* the period of time between roster generation and close of business on the seventh day before the election

EDR Back-Up Materials—Supply box:

- ☐ VRAs
- ☐ Blank roster pages—numbered consecutively per sheet—oath at top.
 - If ePollbook process uses label system, may continue to use blank label blocks on signature pages.
 - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.
 - (Keep a clean copy from which to make copies as needed if back up procedures must be used.)
- ☐ Paper *Absentee Election Day Registrants for Polling Place* (already voted by AB list)

Preregistered ePollbook Back-Up Procedures Using Greeter's List

If the pre-registered ePollbook becomes inoperable, the following procedures must be followed.

1. Judges immediately access ePollbook back-up roster/greeter's list and supplies and implement back up procedures so that voting may continue. Judges use printed SVRS precinct roster if supplied. If printed roster has not been provided, judges use the Greeter's List as the back-up roster for pre-registered voters.
2. Election judges
 - a. alphabetize signed ePollbook voter signature certificates by first initial of last name for use in back-up voter check-in process (if certificates are used in precinct).
 - b. Divide Greeters List into more than one book if needed to keep voters moving.
3. Head Judge immediately notifies clerk or county as directed that judges are following ePollbook back-up procedures.
4. Clerk or County Immediately:
 - a. runs comprehensive *Roster Supplement: Accepted Absentee Ballots for Registered Voters* (all dates through the election day) and arranges immediate delivery to precinct.
 - b. sends additional election judges as appropriate to assist with back-up duties
 - c. for precincts using the Greeter's List as back-up roster, may print and provide regular roster from SVRS to be used instead of Greeter's List roster; and may also print and provide a new Greeter's List for use as Greeter's List in the precinct.
 - d. delivers additional roster pages, voter receipts, roster pages, and other supplies to precinct as required.
5. Roster Judge:
 - a. Uses Greeter's List to locate pre-registered voter's name, address, and registration status.
 - b. Confirms voter has not already voted by absentee ballot by consulting the *Roster Supplement: Accepted Absentee Ballots for Registered Voters*
 - c. Checks that voter has not already voter in person in that precinct by reviewing voter certificates or labeled sign-in sheets, or other similar method from ePollbook-generated voting history record.
 - d. If voter has not already voted, administers appropriate process if roster notations indicate. (Note that "Show ID," challenge status, and accepted AB/MB roster notations now appear in the furthest right columns on the Greeter's List.)
 - e. Initials to left of voter's name on the Greeter's List and writes/transfers the voter's Name and ID number to a next blank label block or blank line on the roster sign-in sheet.
6. Voter signs in block or on line of roster sheet.
7. Roster judge records voter's page number/block or page and line number on Greeter's List to the right of the VID.
8. If precinct is split, roster judge consults Greeter's List to ascertain the school district and writes on a voter receipt.
9. Roster Judge issues paper receipt to the voter.
10. Voter obtains ballot and completes voting process.
11. If requested by county or clerk to add notations for ABs accepted on Election Day to roster records, election judge adds AB to the right column on Greeter's List.
12. If printed SVRS precinct roster is delivered, judges may begin to use paper roster.
 - a. Judges must preserve Greeter's List that has been used for back-up roster as part of the precinct roster record. (Greeter's List must not be returned to use as a Greeter's List.)
 - b. Note that Clerk or County may deliver a reprinted Greeter's List for use as a Greeter's List
13. If ePollbook becomes operable again, judges may return to ePollbook process

- a. Judges may mark voting history from manual back-up process into ePollbook, as time permits. Or post directly from backup to SVRS. Two Judges mark each roster record "VH/" followed by both judges' initials in each voter signature block or on roster line to indicate voter history has been recorded in the ePollbook.
14. Summary Statements:
- a. Judges count signatures or receipts for number voting in the polling place for total voting.
 - b. Number at 7:00 a.m. can be found at bottom of Greeter's List or on last page of printed roster
15. Any history not posted to ePollbook at the polling place must be entered manually into SVRS by the county after the rosters have been returned.
- a. ePollbook voting records must not be modified by election administrators after the judges have closed the rosters and certified summary statements for the polling place.
 - b. The number of manually entered VH plus ePollbook VH should equal number of preregistered voters who voted in person.
16. AB reconciliation: Before separating/counting absentee ballots on election day for a precinct using the backup process, clerk or county must confirm the voter has not voted in person at the polling place or that the backup roster/greeter's list has been marked AB.



Office of the Minnesota Secretary of State

NOTICE OF INTENT TO USE ELECTRONIC ROSTERS

Instructions

This form is designed for counties, municipalities, or school districts to provide the required notice at least 90 days before the first election electronic rosters are to be used (*Minnesota Statutes 201.225*). The completed form should be returned to the Office of the Secretary of State via email (elections.dept@state.mn.us) or mail (180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155).

Jurisdiction Information

Jurisdiction Name

Jurisdiction Type ☐ County ☐ Municipality ☐ School District

Notification

The above-named jurisdiction hereby notifies the Office of the Secretary of State of its intent to use electronic rosters for the upcoming election to be held on

This notification is valid for all subsequent elections unless revoked.

These precincts in the jurisdiction will be using electronic rosters (Choose one)

- ☐ All precincts in the jurisdiction
- ☐ Only the specific precincts in the jurisdiction listed below
- ☐ The precincts listed below, in addition to those originally submitted on:

Signature

Name Title

Signature Date

EXHIBIT C

ANOKA COUNTY

AGENDA

PROPERTY RECORDS AND TAXATION COMMITTEE

Commissioner Kordiak (chair)
Commissioner Rhonda Sivarajah
Commissioner Matt Look

FOR THE JULY 17, 2017, MEETING

11:00 a.m.

Conference Room #772 - Anoka County Government Center

ACTION ITEMS:

INFORMATIONAL ITEMS:

1. Assessment Updates:
 - a) Contract updates
 - b) Northtown Mall petition- tax court appraisal assistance (2017 Budget)
2. Elections Updates:
 - a) Proposed Electronic Roster Purchase and State Grant Opportunity
 - b) 2017 Local Election update
 - c) Elections Operations Coordinator position
3. 2017 Tax-Forfeit Land Sale update-parcels to be withdrawn
4. 2016 PRT Annual Report
5. Other

ADDITIONAL ITEMS:

6. Public comments are welcome at this time. In consideration of others wishing to speak, please limit comments to 2 minutes.
7. Next scheduled meeting will be on Monday, August 21, 2017 at 11:00 a.m. in Master Conference Room #772
8. Adjourn



Anoka County

PROPERTY RECORDS & TAXATION DIVISION

Elections & Voter Registration

MEMORANDUM

TO: PRT Committee Members

FROM: Cindy Reichert, Elections Manager

SUBJECT: Election Equipment Grant – Electronic Pollbooks

DATE: July 17, 2017

BACKGROUND

The omnibus state government finance bill appropriated \$7 million to an election equipment grant program to be used to replace aging election equipment or to purchase electronic poll books. That grant program will be administered by the Office of the Secretary of State. Anoka County has an opportunity to use those grant funds to partially fund electronic roster technology for implementation in 2018.

ELECTRONIC POLLBOOKS

Electronic pollbooks are an electronic version of the paper polling place roster. Users work with vendor provided equipment and software to import data from the Statewide Voter Registration System (SVRS) prior to each election, and to export data from Election Day activity back to SVRS. Tablets called “poll pads” are used in the precincts to process election day registrants, pre-registered voters, and to update rosters with absentee voting data on election day.

- Pros:**
- Pollbooks make the voter check-in process easier for voters and reduce the chance of election judge errors
 - Most Election Day data can be uploaded directly into the state system, reducing time spent entering vote history and election day registrations from paper documents
 - Pollbooks improve accuracy of voting history data
 - Other Minnesota Counties report that the system has been well-received by the public, Election Judges, and City Clerks
- Cons:**
- There is a significant cost to purchasing equipment
 - Specialized training must be developed and provided to election judges and administrators

GRANT FUNDING AVAILABLE

The Secretary of State has released information regarding the grant process and amounts jurisdictions can expect to be awarded.

Grant Application and Award Timeline

- Non-competitive state equipment contract to be available by Labor Day
- Counties can conduct their own bid process
- OSS will determine a flat per precinct grant amount in early September

Respectful, Innovative, Fiscally Responsible

325 East Main Street ▲ Anoka, MN 55303 ▲ www.anokacounty.us/elections
elections@co.anoka.mn.us ▲ 763-323-5275 ▲ FAX: 763-422-7526

Affirmative Action / Equal Opportunity Employer

- Grant application must be received by December 15, 2017.
- County Board approval required for county, city, and school district grant applications
- Grants will be awarded by January 31, 2018
- Equipment purchases must be made by August 31, 2019
- Unused funds must be returned to OSS by August 31, 2019.
- Possible 2nd round of grants from unused/returned funds

Calculation of Grant Award

- Grants will be awarded as a flat per precinct dollar amount
- Grant awards calculated as total grant amount of \$7 million divided by number of precincts included in grant application received
- Total number of precincts in state is 4120
- Minimum per precinct grant award will be \$1699 per precinct
- Final grant award will depend on number of counties (precincts) applying for the grant.
- Maximum grant award will be limited to \$5,000 per precinct

COST OF THE SYSTEM

We have prepared cost estimates based on an existing purchase agreement between a large MN county and a popular vendor already operating in Minnesota. The estimate considers the capital cost of system components, software, peripherals, and on-going operating and maintenance costs. The estimate also considers a county-wide purchase rather than a phased implementation.

DISCUSSION/DECISION POINTS

It remains to be seen whether it will be more beneficial for the county to issue an RFP or purchase off the state contract. Our staff has been working with the Purchasing Office to determine the best option.

Also in question is whether to implement pollbooks in all 129 precincts in Anoka County, or to do a phased implementation. We have heard enthusiastic support from our larger cities who view pollbooks as very beneficial to their operations. Our smaller jurisdictions may not share the same enthusiasm for the new technology and may want to wait until a later year to implement. A limited rollout in 2018 is an option we should consider.

NEXT STEPS

At this point we are in research mode and gathering information as it is made available. As we move closer to the grant application deadline we will ask whether the County Board wants us to move forward with a grant application and the purchase process.

Thank you.

ANOKA COUNTY

PROPERTY RECORDS AND TAXATION COMMITTEE REPORT

FOR THE JULY 27, 2017 COUNTY BOARD MEETING

The Property Records and Taxation Committee meeting was held on July 17, 2017, at 11:00 a.m. in Conference Room #772 of the Anoka County Government Center, Anoka, Minnesota.

Committee Members Present: Commissioner Jim Kordiak (Chair), Commissioner Matt Look

Committee Members Absent: Commissioner Rhonda Sivarajah

Others Present – Jonell Sawyer, Division Manager of Property Records and Taxation, Pam LeBlanc, Director of Property Records and Taxation, Kristie Olson, Administrative Services Manager, Alex Guggenberger, County Assessor, Cindy Reichert, Elections Manager, Christine Nelson, Elections Coordinator, Jolene Jorgensen, Project Manager, Dan Klint Assistant County Attorney, Jason Stover, Assistant County Attorney

Action Items:

Information Items:

1. The committee was updated on items within the Assessment department including the 2018 assessment contracts and Northtown Mall petition – tax court appraisal assistance (2017 budget).
2. The committee was updated on various Elections department items including the proposed electronic roster purchase and state grant opportunity, the 2017 local elections, the Elections Operations Administrator position, as well as introduced to the new Elections Coordinator.
3. The committee was updated on the 2017 Tax-Forfeit Land Sale and the parcels to be withdrawn.
4. The committee was made aware that the 2016 PRT Annual Report is available on the public website.

Additional Items:

7. There were no public comments at this meeting.
8. Next scheduled meeting will be on Monday, August 21, 2017 at 11:00 a.m. in Master Conference Room #772

EXHIBIT D

ANOKA COUNTY

AGENDA

PROPERTY RECORDS AND TAXATION COMMITTEE

Commissioner Kordiak (chair)
Commissioner Rhonda Sivarajah
Commissioner Matt Look

FOR THE OCTOBER 16, 2017, MEETING

11:00 a.m.

Conference Room #772 - Anoka County Government Center

ACTION ITEMS:

- *1. (Kordiak) Application for Repurchase of Forfeited Lands by Crystal Haynes – PIN 35-30-24-24-0167, city of Columbia Heights
- *2. (West) Application for Repurchase of Forfeited Lands by Houston Johnson – PIN 02-30-24-31-0030, city of Spring Lake Park
- *3. (Sivarajah) Application for Repurchase of Forfeited Lands by Cheri Greene – PIN 25-31-23-12-0076, city of Circle Pines
- *4. (Schulte) Application for Repurchase of Forfeited Lands by Ralph and Florence Stephens – PIN 19-32-24-34-0018, city of Andover
- *5. Consider Resolution #2017-PRT14, Authorizing the Anoka County Application for Minnesota Voting Equipment Grant Funds
See attached Action Item and Resolution

*Requires board approval

INFORMATIONAL ITEMS:

- 6. Assessment Updates
- 7. Elections Updates
- 8. PRT Tyler migration updates
- 9. 2017 Annual Report of the Coon Lake Improvement District
- 10. Other



ANOKA COUNTY PROPERTY RECORDS & TAXATION COMMITTEE

COUNTY BOARD ACTION ITEM

PRT Committee Meeting Date: October 16, 2017

County Board Meeting Date: November 14, 2017

ITEM	County Application for Voting Equipment Grant
ACTION REQUESTED	Adoption of Resolution Authorizing the Anoka County Application for Minnesota Voting Equipment Grant Funds
BACKGROUND	<p>The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from jurisdictions for grants to purchase voting equipment.</p> <p>\$7,000,000 has been appropriated to the Voting Equipment Grant Account pursuant to M.S. 206.95. Grants of up to \$5,000 per precinct may be made to purchase any combination of optical scan counters (OS), assistive voting devices (AVD), or electronic rosters until the appropriation is exhausted. We expect grant requests to exceed the appropriation available. In that case, the OSS will prorate the grant amounts to each eligible jurisdiction to match the amount available. Jurisdictions must agree to provide a local match of 50% or 25% of the cost of the equipment, dependent upon which type of equipment is purchased.</p> <p>Applications must be received by 4 p.m. December 15, 2017. Funds are expected to be awarded by Jan. 31, 2018 and funds must be used by August 31, 2019. Awarded funds not used must be returned to the Minnesota Office of the Secretary of State by August 31, 2019.</p> <p>All county applications must include a resolution from the county board of commissioners approving the application for these funds.</p>
RECOMMENDATIONS	Adoption of Resolution Authorizing the Anoka County Application for Minnesota Voting Equipment Grant Funds
SUBMITTED BY	Cindy Reichert, Elections Manager Jonell Sawyer, Division Manager, Property Records and Taxation

RESOLUTION #2017-PRT14

**AUTHORIZING THE ANOKA COUNTY APPLICATION FOR
MINNESOTA VOTING EQUIPMENT GRANT FUNDS**

WHEREAS, the Office of the Minnesota Secretary of State is currently soliciting applications from local jurisdictions for grants to purchase voting equipment pursuant to M.S. Section 206.95; and,

WHEREAS, Grants of up to \$5,000 per precinct will be made to purchase any combination of optical scan counters, assistive voting devices, or electronic rosters until the appropriation is exhausted; and,

WHEREAS, Anoka County plans to purchase electronic rosters to be used in all precincts in the county with planned implementation at the 2018 State Primary Election; and,

WHEREAS, Jurisdictions must agree to provide a local match at least equal to one-fourth the amount of the grant received that is used for electronic rosters; and,

WHEREAS, Applications must be received by 4 p.m. December 15, 2017, funds will be awarded by January 31, 2018, must be used by August 31, 2019, and if not used by August 31, 2019 must be returned to the Minnesota Office of the Secretary of State.

NOW THEREFORE BE IT RESOLVED that the Anoka County Board of Commissioners hereby approves the application for the MN Voting Equipment Grant Account and directs staff to submit the application by the deadline of December 15, 2017.

EXHIBIT E

ANOKA COUNTY BOARD AGENDA

FOR THE OCTOBER 24, 2017, COUNTY BOARD MEETING

9:30 A.M.

County Board Room #705 - Government Center

1. Chair calls meeting to order.
2. Pledge of Allegiance.
3. Present:

District #1	Matt Look
District #2	Julie Braastad
District #3	Robyn West
District #4	Jim Kordiak
District #5	Mike Gamache
District #6	Rhonda Sivarajah
District #7	Scott Schulte
- Others:
4. Review of checks issued from Finance and Central Services and from Human Services.
5. Approval of minutes from the October 10, 2017, county board meeting.
6. Chair's remarks.
 - A. Consider Resolution #2017-123, Proclaiming November As Adoption Awareness Month in Anoka County. **See attached** resolution.
 - B. Consider, for informational purposes, a report on Prescription Drug Take Back initiatives in Anoka County
7. Committee reports.
 - A. Transportation Committee report.
 - B. Finance and Capital Improvements Committee report.
 - C. Human Services Committee report.
 - D. **Property Records and Taxation Committee report.**
 - E. Public Safety Committee report.

- C. Application for Repurchase of Forfeited Lands by Cheri Greene – PIN 25-31-23-12-0076, city of Circle Pines
- D. Application for Repurchase of Forfeited Lands by Ralph and Florence Stephens – PIN 19-32-24-34-0018, city of Andover

Commissioner West seconded the motion. Motion carried unanimously.

- 2. Commissioner Look offered the following resolution and moved its adoption:

RESOLUTION #2017-132

**AUTHORIZING THE ANOKA COUNTY APPLICATION FOR
MINNESOTA VOTING EQUIPMENT GRANT FUNDS**

WHEREAS, the Office of the Minnesota Secretary of State is currently soliciting applications from local jurisdictions for grants to purchase voting equipment pursuant to Minn. Statute Section 206.95; and,

WHEREAS, grants of up to \$5,000 per precinct will be made to purchase any combination of optical scan counters, assistive voting devices, or electronic rosters until the appropriation is exhausted; and,

WHEREAS, Anoka County plans to purchase electronic rosters to be used in all precincts in the county with planned implementation at the 2018 State Primary Election; and,

WHEREAS, jurisdictions must agree to provide a local match at least equal to one-fourth the amount of the grant received that is used for electronic rosters; and,

WHEREAS, applications must be received by 4 p.m. on December 15, 2017; funds will be awarded by January 31, 2018; must be used by August 31, 2019, and if not used by August 31, 2019, must be returned to the Minnesota Office of the Secretary of State:

NOW, THEREFORE, BE IT RESOLVED that the Anoka County Board of Commissioners hereby approves the application for the Minnesota Voting Equipment Grant Account and directs staff to submit the application by the deadline of December 15, 2017.

Upon roll call vote, motion carried unanimously. Resolution declared adopted.

Commissioner Braastad presented the Public Safety Committee report from the meeting of October 17, 2017.

Sheriff

- 1. Commissioner Gamache made motion approving and executing the 2018 Law Enforcement Contracts, for a term of January 1, 2018, through December 31, 2018, with the following municipalities, subject to review by the county attorney as to form and legality:
 - E. Contract #C0005967, City of Andover in the amount of \$3,053,526.
 - F. Contract #C0006015, City of East Bethel in the amount of \$1,105,143.
 - C. Contract #C0005929, Township of Linwood in the amount of \$239,827.

Commissioner Sivarajah seconded the motion. Upon roll call vote, motion carried unanimously.

- 2. Commissioner Look made motion accepting and executing Contract #C0006067, the Off-Highway Vehicle Safety Enforcement Grant between the State of Minnesota, acting through its Commissioner of Natural Resources, and the Anoka County Sheriff's Office, subject to review by the county attorney as to form and legality. The total obligation of the State will not exceed \$26,390 to the Sheriff's Office as follows:
 - A. Up to \$13,195 in fiscal year 2018 for expenses incurred between the effective date and June 30, 2018; and,

EXHIBIT F

ANOKA COUNTY

AGENDA

PROPERTY RECORDS AND TAXATION COMMITTEE

Commissioner Kordiak (chair)
Commissioner Robyn West
Commissioner Matt Look

FOR THE MARCH 12, 2018, MEETING

11:00 a.m.

Conference Room #772 - Anoka County Government Center

ACTION ITEMS:

- *1. (Look) Resolution #2018-PRT7, Authorizing the Reconveyance of Tax-Forfeit Property to the State of Minnesota – PIN 36-34-24-43-0005, city of St. Francis
- *2. Consider recommending the county board approve Anoka County Contract #C0005957 between KNOWiNK, LLC and Anoka County for Purchase of Elections Electronic Roster System and Services, subject to final review and approval by the county attorney. See **attached** county board action item and draft contract

*Requires board approval

INFORMATIONAL ITEMS:

- 3. PRT Tyler migration updates-C0005578
- 4. Other

ADDITIONAL ITEMS:

- 5. Public comments are welcome at this time. In consideration of others wishing to speak, please limit comments to 2 minutes.
- 6. Next scheduled meeting will be on Monday, April 2, 2018 at 11:00 a.m. in Master Conference Room #772
- 7. Adjourn



ANOKA COUNTY PROPERTY RECORDS & TAXATION COMMITTEE

COUNTY BOARD ACTION ITEM

PRT Committee Meeting Date: March 12, 2018

IT Committee Meeting Date: March 19, 2018

County Board Meeting Date: March 27, 2018

ITEM	Authorize Purchase of Electronic Roster System and Services
ACTION REQUESTED	Approve Anoka County Contract No. C0005957 with KNOWINK, LLC, for Purchase of Elections Electronic Roster System and Services contingent upon approval by the IT Committee and full County Board of Commissioners.
BACKGROUND	<p>Anoka County has received a state grant award of \$237,825.81 to be used toward the purchase of an Electronic Roster System. Staff has evaluated systems available for purchase and determined that the system developed by KNOWINK, LLC is the best choice for Anoka County. Price detail for system components, maintenance and licensing fees, and optional features are attached. To summarize:</p> <ul style="list-style-type: none">• The compensation provided under this Agreement is a not to exceed amount of \$602,033.25 which includes \$573,365 in initial costs plus an additional 5% change order amount of \$28,668.• Less the grant award, the 2018 implementation costs to the county will be approximately \$335,539.• Ongoing operational costs include an annual software license and maintenance fee of \$63,125/year.<ul style="list-style-type: none">◦ The county was able to negotiate a delay in initial warranty expiration, making 2020 the first year in which those maintenance fees are due.• The system uses connectivity software which requires data activation and wireless data plan fees. These fees are calculated per unit/per election and will vary based on size and scope of each election. Base prices are listed on the price detail attachment.• In-Person, hands-on training for Anoka County Elections staff and our City Election Clerks are provided as part of our year one costs. Additional training videos and Election Day support services are listed as "optional" on the price list and can be purchased as needed. <p>With implementation expected for the August 14th Primary, we are requesting that the timeline for approvals move quickly:</p> <ul style="list-style-type: none">• March 12 – PRT Committee Approval• March 19 – IT Committee Approval• March 27 – Anoka County Board Approval <p>Staff from PRT, Elections, Purchasing, IT, and the County Attorney's Office have been working closely to develop the purchase agreement. At this point</p>

	a draft is available for review, and we expect the document to be ready for approval no later than March 21 st .
RECOMMENDATIONS	Approve Anoka County Contract No. C0005957 with KNOWINK, LLC, for Purchase of Electronic Roster System and Services contingent upon approval by the IT Committee and full County Board of Commissioners.
SUBMITTED BY	Cindy Reichert, Elections Manager Jonell Sawyer, Division Manager, Property Records and Taxation

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County" or "Customer," and KNOWiNK, LLC, hereinafter referred to as "KNOWiNK" or the "Contractor."

WITNESSETH:

WHEREAS, Anoka County wishes to engage KNOWiNK to provide, install and set-up an electronic poll books ("EPBs") system known as the KNOWiNK Poll Pad System (the "**System**"), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System;

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the "**Services**") for, and license such software (the "**Software**") to, Anoka County,

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Anoka County and KNOWiNK agree as follows:

1. TERM

1.1 The term of this Agreement ("**Term**") is seven years from Anoka County's acceptance of the user software license agreement, as further described in the Statement of Work, Milestone Payment Schedule, and the Poll Pad Subscription Purchase Quote and Terms attached as Exhibits A, B, and J. The fees to be paid in connection with any optional renewal term are set forth in Exhibit J.

1.2 KNOWiNK may terminate this Agreement or any outstanding order only if Anoka County is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given. Anoka County may terminate this Agreement at any time, with or without cause, upon 14 days written notice. Upon termination by Anoka County, Anoka County shall be required to make only those payments for products and services already provided to Anoka County as of the date of termination. Any prepaid amounts shall be refunded on a pro-rata basis.

2. SERVICES AND EQUIPMENT

EXHIBIT G

ANOKA COUNTY

PROPERTY RECORDS AND TAXATION COMMITTEE REPORT

FOR THE MARCH 27, 2018 COUNTY BOARD MEETING

The Property Records and Taxation Committee meeting was held on March 12, 2018 at 11:00 a.m. in Conference Room #772 of the Anoka County Government Center, Anoka, Minnesota.

Committee Members Present: Commissioner Jim Kordiak (Chair), Commissioner Matt Look, Commissioner Robyn West

Others Present – Jerry Soma, County Administrator, Jonell Sawyer, Division Manager of Property Records and Taxation, Pam LeBlanc, Director of Property Records and Taxation, Kristie Olson, Administrative Services Manager, Alex Guggenberger, County Assessor, Cindy Reichert, Elections Manager, Paul Linnell, Elections Operations Manager, Jolene Jorgensen, Project Manager, Dan Klint, Assistant County Attorney

All items were approved by all committee members unless otherwise noted.

ACTION ITEMS:

- *1. (Look) The committee recommends the county board adopt Resolution #2018-PRT7, Authorizing the Reconveyance of Tax-Forfeit Property to the State of Minnesota – PIN 36-34-24-43-0005, city of St. Francis
See attached Resolution
- *2. The committee recommends the county board approve Anoka County Contract #C0005957 between KNOWiNK and Anoka County for Purchase of Elections Electronic Roster System and Services, subject to final review and approval by the Anoka County Attorney's Office.
See attached county board action item form

*Requires board approval

INFORMATIONAL ITEMS:

3. The committee was updated on the PRT Tyler Migration Project (C0005578, Tyler Technologies, Inc.).
4. The committee was given a demonstration of the ePoll iPads (Electronic Roster System).
5. The committee was updated on the mailing of the 2018 property tax statements and 2019 valuation notices.

ANOKA COUNTY BOARD AGENDA

FOR THE MARCH 27, 2018, COUNTY BOARD MEETING

9:30 A.M.

County Board Room #705 - Government Center

1. Chair calls meeting to order.
2. Pledge of Allegiance.
3. Present:

District #1	Matt Look
District #2	Julie Braastad
District #3	Robyn West
District #4	Jim Kordiak
District #5	Mike Gamache
District #6	Rhonda Sivarajah
District #7	Scott Schulte
- Others:
4. Tax claims and abatements.
5. Review of checks issued from Finance and Central Services and from Human Services.
6. Approval of minutes from the March 13, 2018, county board meeting.
7. Chair's remarks.
 - A. Consider Resolution #2018-39, proclaiming April 27, 2018, Law Day in Anoka County. **See attached** resolution.
 - B. Consider, for informational purposes, recognition of 911/Central Communications during National Public Safety Telecommunicators Week.
 - C. Consider Resolution #2018-40, recognizing April as Month of the Military Child in Anoka County. **See attached** resolution.
8. Committee reports.
 - A. Management Committee report.
 - B. Transportation Committee report.
 - C. Finance and Capital Improvements Committee Chair report.
 - D. Human Services Committee report.
 - E. Information Technology Committee report.
 - F. Parks and Community Services Committee report.
 - G. Parks and Community Services Committee Chair report.
 - H. **Property Records and Taxation Committee report.**
 - I. Public Safety Committee report.
 - J. Public Safety Committee Chair report.

Commissioner Kordiak presented the Property Records and Taxation Committee report from the meeting of March 12, 2018.

1. Commissioner Kordiak offered the following resolution and moved its adoption:

RESOLUTION #2018-46

**AUTHORIZING THE RECONVEYANCE OF
TAX-FORFEIT PROPERTY TO THE STATE OF MINNESOTA
PURSUANT TO MINN. STAT. § 282.01, SUBD. 1D.
IN THE CITY OF ST. FRANCIS (PIN 36-34-24-43-0005)**

WHEREAS, the County of Anoka, a political subdivision of the State of Minnesota ("County"), acquired the property described in the attached Exhibit A, from the State of Minnesota pursuant to Minnesota Statutes § 282.01, subdivision 1, by a Conveyance of Forfeited Lands deed dated March 8, 2002, which was filed in the office of the Anoka County Recorder as Document No.1656060 ("Subject Property"); and,

WHEREAS, the deed conveying the property specifically provided that the conveyance was subject to the condition that the Subject Property shall be used exclusively for right-of-way purposes; and,

WHEREAS, Minnesota Statutes § 282.01, subd. 1d requires that the Subject Property be used for right-of-way purposes within a certain amount of time or it must be conveyed back to the State of Minnesota; and,

WHEREAS, the Subject Property was never used for right-of-way purposes and that because of its size and location it does not fit into any of the County's current or future road right-of-way plans:

NOW, THEREFORE, BE IT RESOLVED that the Anoka County Board of Commissioners hereby authorizes and directs the Anoka County board chair and the county administrator to execute the necessary documents to convey the Subject Property to the State of Minnesota.

(Exhibit A is on file in the County Administration Office.)

Motion carried unanimously. Resolution declared adopted.

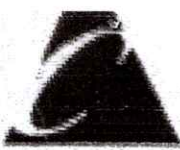
2. Commissioner Look made motion approving Contract #C0005957 between KNOWiNK and Anoka County for Purchase of Elections Electronic Roster System and Services in an amount not to exceed \$602,033.25, subject to review by the county attorney as to form and legality. The county has received a state grant award to be used toward this contract in the amount of \$237,825.81. Commissioner West seconded the motion. Upon roll call vote, motion carried unanimously.

Commissioner Braastad presented the Public Safety Committee report from the meeting of March 20, 2018.

Sheriff

1. Commissioner Braastad offered the following resolution and moved its adoption:

RESOLUTION #2018-47



COUNTY ADMINISTRATION

EXHIBIT H

Respectful. Innovative. Fiscally Responsible

May 2, 2018

The Honorable Steve Simon
Secretary of State of Minnesota
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd
St. Paul, MN 55155

Dear Secretary Simon,

This letter serves as official notice, pursuant to MS 201.225 Subd. 6 (a), that Anoka County intends to use electronic rosters in all of its precincts for the 2018 state primary and general elections. In providing this notice, we also wish to highlight some inconsistencies with current technology requirements for electronic rosters.

Statutory requirements established in 2014 included a provision that electronic rosters must "meet minimum security, reliability, and networking standards established by the Office of the Secretary of State in consultation with the Office of MN.IT Services" (M.S. 201.225 Subd. 2 (12)).

These requirements were developed based on the technology in use at the time, which were largely proprietary computer systems. As technology has advanced and systems have evolved to incorporate off-the-shelf technology, some of the security requirements put forth in 2014 no longer align with the systems being used most widely in Minnesota.

We have had productive conversations with our peer counties and with your office and all parties have recognized the need to update these requirements to better reflect the current technology. We understand, however, that these requirements will likely not be modified prior to this year's elections.

Anoka County applied for and was awarded a state voting equipment grant of \$237,825.81 to be used towards the purchase of electronic rosters. Our county, along with 30+ other Minnesota counties, will be purchasing an electronic roster system from KNOWINK, a vendor approved under state contract #1329293.

Anoka County IT has reviewed the KNOWINK Poll Pad hardware and software and has identified no security liabilities with the system. The KNOWINK system as designed operates in a way that achieves the objectives of the state requirements using technology that renders moot some of the requirements established by OSS/MN.IT. In fact, altering the system to exactly match state standards would

increase the system's complexity and potentially introduce additional points of failure not present in the current KNOWINK system.

The Office of the Secretary of State has developed a state contract that includes the KNOWINK Poll Pad system and a majority of Minnesota counties adopting electronic rosters have selected KNOWINK as their vendor. Anoka County IT has reviewed the Poll Pad system and has identified no security concerns. Therefore, Anoka County is proceeding with its implementation of the Poll Pad system with the understanding that the Office of the Secretary of State has no objections to the use of the KNOWINK system in Minnesota elections.

We look forward to working with peer counties and with your office to ensure that these standards are updated in a timely fashion to better reflect the current realities of electronic roster technology being used in Minnesota.

Sincerely,



Jerry Soma

County Administrator

763-324-4715

Jerry.Soma@co.anoka.mn.us

EXHIBIT I

CITY OF OAK GROVE



REQUEST FOR COUNCIL ACTION

Agenda Item # 8	Department: ADMINISTRATION - ELECTIONS	Requested Council Meeting Date: JUNE 25, 2018																												
TITLE OF ISSUE: ANOKA COUNTY AGREEMENT – ELECTRONIC POLLBOOKS																														
BACKGROUND AND SUPPLEMENTAL INFORMATION: Beginning with elections in 2018, Anoka County will be implementing electronic “Pollbooks”. Pollbooks are an I-pad based system of managing election rosters and election day voter registration. Pollbooks will create a secure environment designed to ensure election integrity by preventing any opportunity for duplicate voting. Anoka County has purchased pollbooks and mobile wifi hotspots for each precinct at a cost of \$18,070 for the City of Oak Grove. The City will be responsible for insuring and storing the equipment as outlined in the attached agreement.																														
SOURCE OF FUNDING: ANOKA COUNTY																														
REQUESTED COUNCIL ACTION: Staff requests approval of the agreement with Anoka County to grant the City of Oak Grove a license to use the electronic pollbook hardware and software for official election use.																														
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: <table><tr><td>Aye</td><td>Nay</td><td></td></tr><tr><td>_____</td><td>_____</td><td>Iund</td></tr><tr><td>_____</td><td>_____</td><td>Wylie</td></tr><tr><td>_____</td><td>_____</td><td>Anderson</td></tr><tr><td>_____</td><td>_____</td><td>Korin</td></tr><tr><td>_____</td><td>_____</td><td>Lawrence</td></tr></table>	Aye	Nay		_____	_____	Iund	_____	_____	Wylie	_____	_____	Anderson	_____	_____	Korin	_____	_____	Lawrence	SUPPORTED DOCUMENTS ATTACHED <table><tr><td>Resolution</td><td>Ordinance</td><td>Contract</td><td>Minutes</td><td>Plan Map</td></tr><tr><td></td><td></td><td>X</td><td></td><td></td></tr></table> Other (specify) _____ _____		Resolution	Ordinance	Contract	Minutes	Plan Map			X		
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AGREEMENT

THIS AGREEMENT, made by and between the COUNTY OF ANOKA, a political subdivision of the State of Minnesota ("County"), and the CITY OF OAK GROVE ("Jurisdiction").

1. TERM OF THE AGREEMENT

This Agreement shall commence on June 18, 2018 and continue until cancelled or terminated in accordance with the provisions of this Agreement.

2. EQUIPMENT LICENSE

During the term of this Agreement and subject to the terms herein, County hereby provides to Jurisdiction and grants Jurisdiction a limited, revocable, non-exclusive, royalty-free license to use the electronic pollbook hardware and software ("Election Equipment") assigned by the County to the Jurisdiction for official election use. Unless County otherwise agrees in writing, said license is restricted to access and use of the Election Equipment by Jurisdiction's employees, contracted personnel and duly authorized election officials performing election duties and responsibilities on behalf of Jurisdiction.

The County hereby delegates authority to the Anoka County Elections Manager to modify the quantity or definition of the Election Equipment assigned to each Jurisdiction and to keep a record of such assignments.

Unless the parties otherwise agree, Jurisdiction shall provide and/or maintain, at Jurisdiction's sole cost and expense, secure wireless and other telecommunications necessary for the operation of the Election Equipment. Further and as necessary, Jurisdiction shall acquire or otherwise provide all subscriptions, accounts or other licenses necessary for the operation of the Election Equipment.

Jurisdiction shall be responsible for implementation of the Election Equipment.

Jurisdiction shall be responsible for storage of elections equipment assigned by the county to that Jurisdiction. Jurisdictions shall make all necessary Elections Equipment in its possession available to other entities as directed by the county.

Unless the parties otherwise agree, County or its designated third-party vendor shall perform all maintenance and repair of the Election Equipment. Jurisdiction shall not repair, change, modify or alter the Election Equipment unless expressly authorized by County or its designee. If any Election Equipment needs repair or maintenance, Jurisdiction shall follow the direction and process provided by County. Jurisdiction

acknowledges and agrees that, as directed by County, (i) Jurisdiction may be required to deliver, at Jurisdiction's sole cost and expense, Election Equipment to County or its designee for maintenance and repair; and (ii) Jurisdiction may be required to provide access to the Election Equipment for inspection, maintenance or repair during Jurisdiction's regular business hours, including but not limited to granting the right to enter into and upon the premises where the Election Equipment is located.

Upon reasonable notice, County shall have the right to enter into and upon the premises where the Election Equipment is located for the purposes of inspecting the Election Equipment or observing its use. On an annual basis, during the term of this Agreement, Jurisdiction shall comply with County's request for verification of Election Equipment inventory.

Jurisdiction shall secure, safeguard and control the Election Equipment, including but not limited to system authentication and passwords, in the same manner that Jurisdiction secures, safeguards and controls its own critical or confidential equipment, systems, software, data, passwords or other information. While the Election Equipment is in Jurisdiction's possession, custody and/or control, Jurisdiction shall exercise best efforts to (i) use and handle the Election Equipment in a manner that avoids damage or harm to the Election Equipment; (ii) use and handle the Election Equipment in accordance with County direction and any third-party specification; and (iii) safeguard and secure the Election Equipment from theft, loss or other damage.

4. OWNERSHIP

County represents and warrants and Jurisdiction acknowledges and agrees that County is duly authorized to grant the license herein exclusively for use by Jurisdiction in its official elections. Pursuant thereto, use of the Election Equipment for any other purpose other than that authorized herein is strictly prohibited absent express written consent of County.

Jurisdiction acknowledges and agrees that the Election Equipment may contain proprietary and trade secret information that is owned by a third party and is protected under state and federal patent, copyright law or other laws, rules, regulations and decisions. Jurisdiction shall protect and maintain the proprietary and trade secret status of the Election Equipment.

4. DISCLAIMER, LIABILITY AND LIMITATION OF LIABILITY

County, by and through its duly authorized vendor, is providing the election equipment on an as-is basis with no support whatsoever. There is no warranty of merchantability, no warranty of fitness for particular use, no warranty of non-infringement, no warranty regarding the use of the information or the results thereof and no other warranty of any kind, express or implied.

Jurisdiction acknowledges and agrees that County does not own or control the data source/system necessary for operation of the election equipment. Without limiting the foregoing, County does not warrant the performance of the election equipment or related communications or connections to any data source/system, that the data source/system will be uninterrupted or error free, that the data is accurate, complete and current or that data defects will be corrected, or that the data source/system is free of harmful code.

In no event shall County be liable for actual, direct, indirect, special, incidental, consequential damages or loss of profit, loss of business or any other financial loss or any other damages even if county has been advised of the possibility of such damage. County's sole liability and Jurisdiction's sole and exclusive remedy for any damages related to this agreement, including but not limited to liability for election equipment nonperformance, errors or omissions, shall be limited to restoring or correcting the election equipment to the extent and degree county is capable of performing the same and as is reasonably possible under the pertinent circumstances.

Subject to the foregoing limitation of liability and to the provisions (below) regarding responsibility for the costs related to lost, stolen, destroyed or damaged Election Equipment, each party shall be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The parties are not agreeing, in any manner whatsoever, to be responsible for the acts or omissions of the other party. As applicable, County's liability is governed by the provisions of Minnesota Statutes. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties.

5. ROYALTY FREE LICENSE - OTHER COSTS

Except as expressly set forth below, Jurisdiction shall not pay County any amount for the license granted herein.

Jurisdiction shall be responsible for the cost and expense of Election Equipment delivery from and to a location as directed by County.

Except for routine wear and tear resulting from use in conformance with the terms herein, Jurisdiction shall be responsible for and shall pay all costs, including but not limited to shipping costs, necessary for the repair or replacement of lost, stolen, destroyed or damaged Election Equipment.

Upon expiration or termination of this Agreement for any reason, Jurisdiction shall, at Jurisdiction's sole cost and expense, deliver, or have delivered, the Election Equipment to County or its designee, complete and in good order and working condition, except

with respect to Election Equipment with defects attributable to County's vendor or supplier.

6. HANDLING OF EQUIPMENT AND INSURANCE

Jurisdiction acknowledges that it shall be responsible for the Elections Equipment while it is in the Jurisdictions' custody. Each Jurisdiction, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Election Equipment while it's in the Jurisdiction's custody and this contract is in effect. The Jurisdiction shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Jurisdiction shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the Election Equipment used or intended for use in this agreement to cover all repairs or replacement of the Election Equipment if damaged or stolen. The Jurisdiction is responsible for any deductible under their policy.

7. TERMINATION

This Agreement may be terminated by either party upon seven (7) day written notice to the other. Termination of this Agreement by either party and for any reason shall not relieve Jurisdiction of any duties or obligations hereunder including but not limited to the obligation to safely and securely return and deliver the Election Equipment as set forth above.

8. DATA PRACTICES

The parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9. ADDITIONAL PROVISIONS

The parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes section 16C.05, subd 5 and Minnesota Statutes section 471.425, subd. 4a and, as applicable, COUNTY's Affirmative Action Policy.

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Except as expressly provided herein, any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Jurisdiction shall not assign, sublicense or transfer this Agreement or the rights, duties and obligations herein, either in whole or in part, without the prior written consent of County, and any attempt to do so shall be void and of no force and effect.

It is expressly understood and agreed that the obligations and warranties of Jurisdiction and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

THE REMAINDER OF THIS PAGE IS BLANK.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: [Signature]

Its: Administrator

Dated: 7-9-18

CITY OF OAK GROVE

By: [Signature]

Dated: June 25, 2018

APPROVED AS TO FORM

By: [Signature]

Jason J. Stover

Assistant County Attorney

Dated: 7-10-18

EXHIBIT J

ANOKA COUNTY PROPERTY RECORDS AND TAXATION COMMITTEE AGENDA and Meeting of the Anoka County Board of Commissioners**

Commissioner Meisner (chair)
Commissioner Mike Gamache
Commissioner Jeff Reinert

FOR THE SEPTEMBER 21, 2021, MEETING

11:30 a.m.

Conference Room #710-Anoka County Government Center

1. Public Comment: Public comments are welcome at this time. In consideration of others wishing to speak, please limit comments to 2 minutes. Questions directed to the committee will not be answered immediately; however, whenever possible, all appropriate questions will be responded to in a timely and effective manner by county staff.

ACTION ITEMS*:

2. Consider recommending the county board approve the following Professional Service Agreement contracts:
 - a. Anoka County Contract #C0008812 for Professional Services Agreement for Deputy Examiner of Titles Services between Stephen J. Nash and Anoka County, not to exceed \$30,000 in a calendar year, subject to final review and approval by the Anoka County Attorney's Office.
 - b. Anoka County Contract #C0008810 for Professional Services Agreement for Deputy Examiner of Titles Services between Bryce M. Holstad and Anoka County, not to exceed \$30,000 in a calendar year, subject to final review and approval by the Anoka County Attorney's Office.
3. Consider Resolution #2021-PRT8, Authorizing Alternative Service Methods for Property Tax Appeals – See attached resolution
4. Consider Resolution #2021-PRT9, Classification of Tax-Forfeit Land as Conservation Property, 2021 Tax-Forfeit Classification List – See attached resolution
5. Consider Resolution #2021-PRT10, 2021 Classification of Non-Conservation Property for Land Sale Purposes - See attached resolution and exhibit A
6. Consider approval of the following land transactions:
 - a. (Look) Application for Repurchase of Forfeited Lands by Bonnie Huffman – PIN 28-32-25-12-0010, city of Ramsey
 - b. (West) Application for Repurchase of Forfeited Lands by Jeff Mundwiler – PIN 19-31-23-12-0090, city of Blaine
7. Consider approving the updated Joint Powers Agreement Between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate Costs for Election Expenses.

*Requires board approval

ANOKA COUNTY
PROPERTY RECORDS AND TAXATION COMMITTEE REPORT
FOR THE SEPTEMBER 28, 2021 COUNTY BOARD MEETING

The Property Records and Taxation Committee meeting was held on September 21, 2021 at 11:30 a.m. in Conference Room #710 of the Anoka County Government Center, Anoka, Minnesota.

Committee Members Present: Commissioner Mandy Meisner (Chair), Commissioner Mike Gamache, Commissioner Jeff Reinert

Others Present – Pam LeBlanc, Division Manager of Property Records & Taxation, Jodie Raymond, Taxation & Technical Director, Alex Guggenberger, County Assessor, Jolene Castellanos, Project Manager, Paul Linnell, Elections Manager, Jake Probst, Elections Technician, Dulcie Brand, Examiner of Titles, and Jason Stover, Assistant County Attorney

ACTION ITEMS*:

1. The committee recommends the county board approve the following Professional Service Agreement contracts:
 - a. Anoka County Contract #C0008812 for Professional Services Agreement for Deputy Examiner of Titles Services between Stephen J. Nash and Anoka County, not to exceed \$30,000 in a calendar year, subject to final review and approval by the Anoka County Attorney's Office.
 - b. Anoka County Contract #C0008810 for Professional Services Agreement for Deputy Examiner of Titles Services between Bryce M. Holstad and Anoka County, subject to final review and approval by the Anoka County Attorney's Office.

See attached county board action item form

2. The committee recommends the county board adopt Resolution #2021-PRT8, Authorizing Alternative Service Methods for Property Tax Appeals.
See attached resolution
3. The committee recommends the county board adopt the following resolutions related to tax-forfeited property:
 - a. Resolution #2021-PRT9, Tax-Forfeit Classification of Non-Conservation Property for Land Sale Purposes
See attached resolution and exhibit A
 - b. Resolution #2021-PRT10, Requesting Department of Natural Resources to Approve for Sale 2021 Tax-Forfeit Classification List
See attached resolution and exhibit A

4. The committee recommends the county board approve the following land transactions:

- a. (Look) Application for Repurchase of Forfeited Lands by Bonnie Huffman – PIN 28-32-25-12-0010, city of Ramsey
- b. (West) Application for Repurchase of Forfeited Lands by Jeff Mundwiler – PIN 19-31-23-12-0090, city of Blaine

5. The committee recommends the county board approve the updated language for the Joint Powers Agreement between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate Costs for Election Expenses.

*Requires board approval

INFORMATIONAL ITEMS:

- 6. The committee was given a demonstration for the Elections OmniBallot Tablets.
- 7. There were no public comments at this meeting.
- 8. The next scheduled meeting will be on Monday, October 18, 2021 at 1:00 p.m. in room 710 at the Government Center.

CONSENT ITEMS:

- 9. The Real Estate Commissioner has reviewed and sent for approval various tax claims and abatements that will be considered by the County Board on September 28, 2021 as recommended by the Real Estate Commissioner.

The meeting was adjourned at 12:08 p.m.



Anoka County

PROPERTY RECORDS & TAXATION DIVISION

2021-09-28-001, Page 11

County Board Meeting Date: September 28, 2021

ITEM	Updating the Joint Powers Agreement Between Anoka County and the Municipalities, Townships, and School Districts in Anoka County to Allocate Costs for Election Expenses
ACTION REQUESTED	Approve the updated Joint Powers Agreement
BACKGROUND	<p>In 2012, Anoka County Elections led a work group of county, city, and school district officials in the review of the Anoka County voting equipment system. A voting equipment system is comprised of many components that work together to define ballots, cast and count votes, report, transmit, and display election results, and produce election audit information.</p> <p>The workgroup proposed an agreement between election jurisdictions in Anoka County that establishes Anoka County as the sole owner of the voting equipment system and calls for an annual fee to be paid to Anoka county by the cities, township, and school districts to supplement system costs and address other election duties and responsibilities. The agreement was approved by the Anoka County Board of Commissioners and signed by all 21 cities/township and 9 school districts in Anoka County.</p> <p>The key feature of the agreement is that Anoka County is established as the sole owner of the system, allowing for more effective and efficient management of vendor contracts and administrative tasks that apply county-wide. Anoka County then collects an annual fee based on actual (and defined) capital and operating costs of the voting equipment system. Anoka County pays 55 percent of the total cost, with cities paying 30% and school districts paying the remaining 15%.</p> <p>The agreement has been well received and has performed as intended over the last nine years. As such, we are proposing a new agreement that keeps the majority of the terms in place, with four necessary changes:</p> <ol style="list-style-type: none">1. Updating the dates of the agreement2. Removing "Category D" (Hospital District) offices from the agreement (North Suburban Hospital District dissolved in 2019)3. Updating language for calculating population percentages (previously listed as the population percentage as of the 2010 census)4. Allocating a portion of absentee ballot postage costs to cities/schools (previously all costs were absorbed by Anoka County) <p>The proposed updates were shared with city and school district clerks who are aware of the plans to move forward with an updated agreement and did not share any objections.</p>
RECOMMENDATIONS	Approve the updated Joint Powers Agreement
SUBMITTED BY	Paul Linnell, Elections Manager Pam LeBlanc, Division Manager, Property Records and Taxation

ANOKA COUNTY BOARD MEETING

MINUTES

Government Center
Anoka, Minnesota

September 28, 2021

Chair Schulte called the meeting to order at 9:30 a.m. and called for participation in reciting the Pledge of Allegiance.

Present:	District #1	Matt Look
	District #2	Julie Braastad
	District #3	Robyn West
	District #4	Mandy Meisner
	District #5	Mike Gamache
	District #6	Jeff Reinert
	District #7	Scott Schulte

Others Present: Rhonda Sivarajah, County Administrator; Tony Palumbo, County Attorney; staff, and citizens

Commissioner Braastad made motion granting reductions of valuation and/or abatements of taxes, special assessments, costs, penalties and/or interest as requested and approved by the county assessor, county auditor and/or county treasurer. (A full text of persons receiving tax abatements is on file and available for public inspection in the County Administration Office.) Commissioner West seconded the motion. Upon roll call vote, motion carried unanimously.

Commissioner Look made motion accepting the regular claims paid over \$500 for the period ending September 10, 2021, and purchase-card claims paid for the period ending September 10, 2021. (Claims are on file in the County Administration Office.) Commissioner Meisner seconded the motion. Upon roll call vote, motion carried unanimously.

Commissioner Reinert made motion approving the minutes from the September 14, 2021, Anoka County board meeting. Commissioner Meisner seconded the motion. Motion carried unanimously.

Mission Advancement, Alexandra House Director Tina Bronson and The Dwelling Place Executive Director LeNae Williamson presented information relating to domestic violence and services provided by Alexandra House and The Dwelling Place.

**

Commissioner Schulte offered the following resolution and moved its adoption:

RESOLUTION #2021-102

RESOLUTION PROCLAIMING OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and,

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and,

(Classification List is on file in the County Administration Office.)

Motion carried unanimously. Resolution declared adopted.

5. Commissioner Meisner offered the following resolutions and moved its adoption:

RESOLUTION #2021-112

**REQUESTING DEPARTMENT OF NATURAL RESOURCES
TO APPROVE FOR SALE 2021 TAX-FORFEIT CLASSIFICATION LIST**

WHEREAS, the County Board of Commissioners of the County of Anoka, State of Minnesota ("County Board of Commissioners") desires to offer for sale the real property described in the attached 2021 Tax-Forfeit Classification List that have forfeited to the State of Minnesota for non-payment of taxes; and,

WHEREAS, said parcels of land have been viewed by the County Board of Commissioners and have been classified as non-conservation lands as provided for in Minnesota Statutes 282.01:

NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby certify that all parcels of land on the attached 2021 Classification List have been viewed and comply with the provisions of Minnesota Statutes, Sections 85.012, 92.461, 282.01 subd. 8 and 282.018, and other statutes that require the withholding of tax-forfeited lands from sale.

BE IT FURTHER RESOLVED that the Anoka County Board of Commissioners hereby request approval from the Minnesota Department of Natural Resources for the sale of the lands which require their approval.

(Classification List is on file in the County Administration Office.)

Motion carried unanimously. Resolution declared adopted.

6. Commissioner Look made motion approving the following land transactions:

- A. Application for Repurchase of Forfeited Lands by Bonnie Huffman – PIN#28-32-25-12-0010, city of Ramsey
- B. Application for Repurchase of Forfeited Lands by Jeff Mundwiler – PIN#19-31-23-12-0090, city of Blaine

Commissioner West seconded the motion. Motion carried unanimously.

7. Commissioner Gamache made motion approving the updated language for the Joint Powers Agreement between Anoka County and the municipalities, townships, and school districts in Anoka County to allocate costs for election expenses. Commissioner West seconded the motion. Motion carried unanimously.

Commissioner Braastad presented the Public Safety Committee chair report.

Sheriff

1. Commissioner Braastad made motion approving the 2022 Law Enforcement Contracts for terms of January 1, 2022, through December 31, 2022, with the following municipalities, subject to review by the county attorney as to form and legality:

- A. Contract #C0008766 with the City of Bethel in the amount of \$47,828
- B. Contract #C0008774 with the City of East Bethel in the amount of \$1,220,961
- C. Contract #C0008743 with the City of Ham Lake in the amount of \$1,292,195
- D. Contract #C0008753 with the City of Oak Grove in the amount of \$758,948

(Contracts are on file in the Sheriff's Office.) Commissioner Gamache seconded the motion. Upon roll call vote, Commissioners Schulte, Meisner, Gamache, Reinert, Braastad and West voted "yes." Commissioner Look voted "no." Motion carried.

Anoka County Contract No. C0008996
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS
IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement ("JPA") between the County of Anoka ("County") and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY ("Governmental Entities") entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four-year term, beginning January 1, 2022 until December 31, 2025, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2026.

Section 2
Contract Termination

2. During the initial four-year term, this JPA may only be terminated by written agreement of the County with the affected Governmental Entity. Beginning January 1, 2026, a Governmental Entity's participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right, title, and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity's share of the cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4 Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions

Category B: Municipal (Township) Offices or Ballot Questions

Category C: School District Offices or Ballot Questions

Section 5 County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, and C Elections, Anoka County shall:
- 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
 - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
 - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
 - 5.4. Provide ballot design and layout services and arrange for the printing of ballots to be used in the elections.

Section 6 Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county-provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

Section 7

Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the most recent census multiplied by the municipal share (30%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the most recent census multiplied by the school district share (15%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually by June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of postage for domestic mailed absentee ballots and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA).

Section 8 Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9 Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations, and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10 Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it is in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages, and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11 Independent Contractor

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 12 Data Practices

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13 No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14 Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

Section 18 Notice

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
 2100 3rd Avenue, Suite 700
 Anoka MN 55303

Copy to: Anoka County Elections Manager
 2100 3rd Avenue, Suite 160
 Anoka MN 55303

Section 19 Audit Provision

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

Section 20 Survival of Provisions

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 21 Authority

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

DocuSigned by:
By: Scott Schulte
281D3682572D486
Scott Schulte, Chair,
Anoka County Board of Commissioners
11/23/2021
Dated: _____

DocuSigned by:
By: Rhonda Sivarajah
27D3CB52C23648E
Rhonda Sivarajah,
Anoka County Administrator
11/24/2021
Dated: _____


APPROVED AS TO FORM:

DocuSigned by:
By: Jason Stover
20CA3AB387E34E1
Jason Stover
Assistant Anoka County Attorney
11/29/2021
Dated: _____

CITY OF OAK GROVE

By: 
Dan Denno, Its Mayor

Dated: 10/25/2021

By: 
Jessica Rieland, Its City Clerk

Dated: 10/25/21

*** SCHOOL DISTRICT ***

By:

****, Its Superintendent

Dated: _____

By:

***, Its ***

Dated: _____



EXHIBIT K

Office of the Minnesota Secretary of State

CERTIFICATION THAT ELECTRONIC ROSTERS TO BE USED MEET M.S. 201.225 REQUIREMENTS

Instructions

This form is designed for counties, municipalities, or school districts to give the required certification that electronic rosters meet all requirements in Minnesota Statutes 201.225. This must be certified to the Office of the Secretary of State at least 30 days before the election that electronic rosters are to be used. The completed form should be returned to the Office of the Secretary of State via email (elections.digit@state.mn.us), fax (651-296-9073) or mail (180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155). (Minnesota Statutes 201.225)

Jurisdiction Information

Jurisdiction Name **Anoka County**

Jurisdiction Type ☒ County ☐ Municipality ☐ School District

Certification

The above-named jurisdiction hereby certifies to the Office of the Secretary of State that the electronic rosters to be used at the upcoming election to be held on **November 5, 2024** meet all of the requirements in Minnesota Statutes 201.225.

The following electronic rosters will be used:

Vendor Name/Model **Knowink Poll Pad App Version 3.5**

Used in these precincts **All Precincts.**

Vendor Name/Model

Used in these precincts

Vendor Name/Model

Used in these precincts

Signature

Name **Lianne Scheunemann**

Title **Lead Elections Specialist**

Signature *Lianne Scheunemann*

Date **09/30/24**

EXHIBIT L

RESOLUTION NO. 24-101

CITY OF OAK GROVE ANOKA COUNTY STATE OF MINNESOTA

RESOLUTION TO TERMINATE AGREEMENT FOR USE OF ELECTRONIC ROSTER SYSTEM AND RETURN TO USING ONLY PAPER POLL BOOKS

WHEREAS, prior to 2018 all municipalities in Anoka County used paper poll books for registration check-in at the polls; and

WHEREAS, in 2016 the State of Minnesota issued a report regarding use of electronic poll pads which authorized their use in Minnesota subject to some conditions; and

WHEREAS, on March 27, 2018 Anoka County, after informal consultation with municipalities, entered into a contract with KNOWiNK LLC (Contract No. C0005957) for purchase of Elections Electronic Roster System and Services; and

WHEREAS, this electronic roster system puts Anoka County election data online with security risk points via the following components:

- KNOWiNK/BPRO/ePulse for Cloud Integrated data management
- Poll pad Units with WiFi 32 gb (over 500 units)
- Wireless Hotspot Devices-Verizon SA2100 (129 units)
- Verizon Wireless Data Plan Activation
- iSync Cloud drives (22 units)
- Cisco Meraki MR42 Routers (5 units)
- ePulse Connectivity Software

WHEREAS, this electronic roster system puts Anoka County data on Amazon Aurora in Amazon's GovCloud; and

WHEREAS, this system puts Anoka County election data at risk because:

- Provides real-time reporting
- Produces election night reporting
- Updates voter rolls minutes before an election in near-real time
- Can be intercepted for unethical, even unlawful, monitoring and manipulation

WHEREAS, suspected security risks have been identified including:

- The Department of Homeland Security's CISA Department uses the Albert System and FirstNet, which may have access to voting systems through the poll pads.
- Poll pads have been used as a digital ledger to add, delete, and shift large numbers of voters to achieve the desired vote counts.
- Poll pads have been used to report vote totals down to the County from the secretary of state (e.g. New Mexico)

WHEREAS, as per M.S. 201.225, subd. 1, a municipality may use an electronic roster system for any election but it is not mandated; and

WHEREAS, about June or July of 2018 Anoka County and the City of Oak Grove entered into an agreement for use of an electronic roster system in the City; and

WHEREAS, Paragraph 7 of said agreement provides that "this agreement may be terminated by either party upon seven (7) day written notice to the other party"; and

WHEREAS, a paper backup system is required as a backup to the electronic poll pads as per:

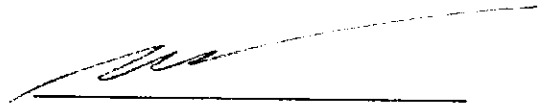
- M.S. 201 subd. 2: "Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster"

- M.S. 201.225, subd. 5 (b) which states: "Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster"; and

WHEREAS, this system is an on-going security risk and costly to taxpayers;

NOW THEREFORE BE IT RESOLVED that the City of Oak Grove hereby chooses to terminate the agreement with Anoka for use of the electronic roster system, gives written notice pursuant to the agreement, and gives notice of intent to return to use of paper poll books.

Adopted this 30th day of September, 2024



Mayor

ATTEST 

City Clerk

(SEAL)



EXHIBIT M



Anoka County PROPERTY RECORDS & TAXATION DIVISION

October 08, 2024

Billie Larson
City Clerk, Oak Grove
19900 Nightingale St NW
Oak Grove, MN 55011

Dear Ms. Larson,

Anoka County has received a copy of the resolution dated September 30, 2024, through which Oak Grove terminated its agreement with Anoka County related to electronic pollbook hardware and software. Pursuant to Article 5 of that agreement, upon the agreement's termination the city agreed to deliver all covered election equipment to the county. Please return all pollbooks and related equipment within seven (7) days of the date of this correspondence.



Pursuant to Minn. Stat. 201.225, "a county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters." The head elections official for Anoka County has designated that all precincts in Anoka County shall use electronic rosters for the 2024 general election. Please be advised that even though Oak Grove has terminated its agreement with Anoka County, each precinct in Oak Grove will continue to use electronic rosters during the upcoming election.



If you have any questions, please feel free to contact us.

Sincerely,

Tom Hunt, Director
Anoka County Elections and Voter Registration

EXHIBIT N

From   'Tom Hunt' <Tom.Hunt@anokacountymn.gov>
To Robert Kirchner

  Oct 10



Good morning Bob,

I have gathered the information that is responsive to your request. There are a total of 139 pages and we charge \$0.25 per page for a total of \$34.75. We do require payment before the copies are released. Please let me know when you would like to stop in to make the payment and pick up the copies.

Best,

Tom Hunt

Elections Director

Anoka County Elections

(763) 324-1304

tom.hunt@anokacountymn.gov

No documents were
found regarding County
Board approval of the
2018 poll pad agreements



Anoka County
MINNESOTA

Respectful, Innovative, Fiscally Responsible

NOTICE: Unless restricted by law, email correspondence to and from Anoka County government offices may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

EXHIBIT O

Tom Hunt <Tom.Hunt@anokacountymn.gov>



Reply all | v

Today, 8:52 AM

October 17, 2024

[REDACTED]

EXTERNAL EMAIL ALERT: This email originated from outside the [REDACTED] email system. Unless you recognize the sender and know the content, DO NOT click any links or open attachments..

Hi [REDACTED]

I am not seeing anything in past board meetings. It's possible I'm missing it, but I've checked through quite a few. It's also possible that the agreements may not have gone before the board because there was no cost sharing or anything like that, and it was more an agreement of who was going to store them in between elections (as well as a few other things). We do have other agreements like that that don't go to the board.

I'm not sure how much this helps, but I'll keep looking.

Tom

...





Anoka County

PROPERTY RECORDS & TAXATION DIVISION

Elections & Voter Registration

EXHIBIT P



TO: HEAD ELECTION JUDGES FOR THE 2024 GENERAL ELECTION

FROM: ANOKA COUNTY ELECTIONS DEPARTMENT

As you prepare for next week's election, the Anoka County Elections Department wishes to provide you with some additional information regarding the use of electronic pollbooks in Anoka County polling places. There has been some discussion this year in various cities about a desire to use paper rosters rather than the electronic pollbooks that Anoka County has used for many years. This memo will clarify the requirement that all precincts **must** use electronic pollbooks during the 2024 general election and give you information that you can use should anyone ask you to violate Minnesota election law.

Minnesota Statute Section 201.225 governs the use of electronic rosters, otherwise known as electronic pollbooks. The relevant portion of that statute states as follows:

A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters.

Id. at Subd. 1.

Anoka County has committed to the use of electronic rosters for the 2024 election. The 2024 election is a statewide election, and therefore the head elections official for purposes of Section 201.225 is the head elections official of Anoka County. Anoka County has long designated its County Auditor as the county's head elections official.

In the official capacity as the head elections official, the Anoka County Auditor has determined that all precincts within Anoka County will use electronic pollbooks for the 2024 election. Pursuant to the ordinary process, the County Auditor notified the Secretary of State that Anoka County and all its precincts will use electronic rosters during the 2024 statewide election and that Anoka County's electronic rosters meet all the requirements imposed by Section 201.225. That final certification was due 30 days before the election, and Anoka County complied with that requirement. Now that the deadline for final certification has passed, the County Auditor does not have the ability or authority to change her mind in an effort to certify use of a different system, or to use different systems in different communities, for the 2024 election.

Minnesota law does not give local government units working with the county the right to choose procedures different from the one certified by the county's head elections official during a statewide election. No city, school district, township, or individual wards or precincts may adopt procedures different than the one certified to the Secretary of State by the head elections official. The Minnesota Secretary of State has provided the following guidance to Anoka County:

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2100 3rd Ave STE 160 ▲ Anoka, MN 55303 ▲ www.anokacounty.us/elections
elections@anokacountymn.gov ▲ 763-324-1300 ▲ FAX: 763-324-1160

Affirmative Action / Equal Opportunity Employer

1

Under Minnesota law, the head election official for a county, municipality, or school district that uses electronic rosters may designate that some or all of the precincts may use electronic rosters. Minn. Stat. § 201.225, subd. 1. The head election official for state general elections is the county auditor. Minnesota law makes clear this official is in charge of administering state general elections at the local level. See Minn. Stat. § 201.018 (making the county auditor the chief registrar of voters); Minn. Stat. § 204B.27, subd. 5 (stating that county auditors are responsible for training local election officials and election judges); Minn. Stat. § 204D.11 (making the county auditor in charge of developing the state general election ballot).

The reference to the duties of head election officials for municipalities and school district under the electronic roster statute is simply to make clear that officials charged with administering municipal elections under Chapter 205 and school district elections under Chapter 205A have the same authority to determine whether electronic rosters are used in those elections when they are held on different dates from the state general election.

While I understand some have suggested that the principal election officials for counties, municipalities, and school districts each have the independent authority to determine the use of electronic rosters for their precincts, that is an unreasonable interpretation of Section 201.225. Such a result would suggest that county, municipal, and school district officials could issue contradictory orders to precincts in their respective jurisdictions, particularly when state, county, local, and school district races appear on the ballot together.

Section 201.225 makes clear that there is a single head election official for purposes of determining the use of electronic rosters. Because county auditors have supervisory authority over local officials for the state general election, they are considered the head election official for purposes of this statute.

The law is clear that individual or local official decisions not to follow the head election official's directions and interference with the election process will result in serious legal trouble for those involved. Refusing or declining to follow the head election official's direction to use electronic rosters and pollbooks in all Anoka County precincts would constitute a violation of numerous Minnesota election laws. For election judges, Minnesota Statute Section 204C.41 provides that any election judge who refuses to perform a required act is guilty of a felony. Under Minnesota Statute Section 201.27, any "officer, deputy, clerk, or other employee" who refuses to comply with the election laws is also guilty of a felony.

Minnesota law also imposes legal consequences on anyone who interferes with an election judge or other election official. Minnesota Statute §211B.076 makes it a gross misdemeanor to improperly influence an election official with regard to that official's performance of their duties. In 2023, the Minnesota Legislature enacted Section 211B.075, which also makes it a gross misdemeanor to interfere with the voting process through either intimidation or deceptive practices. Encouraging an election official to violate the procedures established by Anoka County's head elections official and certified to the Secretary of State would constitute a deceptive practice under Minnesota law.

Minnesota Statute Section 201.275 provides that "If there is probable cause for instituting a prosecution, the county attorney shall proceed according to the generally applicable standards regarding the

prosecutorial functions and duties of a county attorney.” This is a mandatory, non-discretionary duty. When there is probable cause of a violation and a good faith and reasonable belief that a criminal offense can be proved beyond reasonable doubt at the time of trial, the statute does not give the county attorney discretion to look the other way and ignore a violation of the election laws. If an investigation confirms that anyone has interfered with the use of electronic pollbooks in any Anoka County precinct during the 2024 election, the county attorney must prosecute the offender.

While the county attorney can consider the generally applicable standards regarding the prosecutorial functions and duties of a county attorney, he cannot simply turn a blind eye to actual or threatened violations – regardless of his personal beliefs. Moreover, the civil attorneys in the county attorney’s office also have an ongoing duty and responsibility to represent Anoka County Elections and the County Auditor in their efforts to administer and oversee free and fair elections throughout the county.

Simply put, the overall legal advice that has been given to Anoka County Elections for the benefit and protection of local election officials and election judges for the 2024 election is to follow Minnesota law.

Hi Joe,

EXHIBIT Q

It sounds like you may have misread the letter that was sent out. I am happy to help clear things up. As I am sure you are aware, there have been conversations around who has the authority to decide to use poll pads. The Anoka County Attorney and the Secretary of State have both advised me that the County Auditor is the head election official within the meaning of the election statutes. The County Auditor has certified to the Secretary of State that every precinct in Anoka County will use electronic pollbooks for the 2024 general election. Per the letter that was sent out, the intent was to both "clarify the requirement that all precincts **must** use electronic pollbooks during the 2024 general election" and "give you information that you can use should anyone ask you to violate Minnesota election law."

The bulk of the letter then explains the legal opinions in an effort to give you the information you need, should someone ask.

The letter then went on to explain the legal consequences for anyone who knowingly violates the law. The letter uses phrases like "decisions not to follow", "Refusing or declining to follow", "election judge who refuses", "refuses to comply". "anyone who interferes", "Encouraging an election official to violate". In your email, you say you are "concerned" if you "follow directions" or "unknowingly do something". The clear difference between what you are concerned about and what the letter lays out is a matter of intent. People make mistakes all the time, that's part of being human. However, if you know, or have been informed that you are breaking the law and continue doing so, then you are intending to break the law.

To your note about what happens if the poll pads go down... If you'll recall from your training, it tells you to use the paper rosters provided in the backup materials should the poll pads become inoperable. In this scenario, you are following the instructions you were given and therefore have nothing to worry about.

No election judges should feel threatened in any way by this letter (unless they have intent to do something other than follow the training that Anoka County has provided). We are doing our best to support you and give you what you need. If you have any questions please let me know, I am always happy to answer them.

Best,

Tom Hunt

Elections Director

Anoka County Elections

(763) 324-1304

tom.hunt@anokacountymn.gov

EXHIBIT R

8.8.

CC Regular Session

Meeting Date:

11/12/2024

Primary Strategic Plan Initiative: Not Applicable

Title:

Adopt Resolution #24-321 Terminating Agreement with Anoka County for Pollbook Election Equipment

Purpose/Background:

Councilmembers Howell, Musgrove and Olson have requested this case be added to the regular agenda.

State Statute grants the County Election Manager the authority to determine what, if any, polling locations use electronic pollbooks for voter check-in. In 2018, Anoka County implemented electronic rosters county wide. Currently the City of Ramsey is entered into an agreement with Anoka County for the purpose of utilizing electronic Pollbooks to conduct the voter check-in process.

City Attorney Knaak has held conversations with councilmembers regarding this topic, and will be able to address questions related to this matter.

Notification:

N/A

Time Frame/Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

At this time staff does not recommend the elimination of electronic voter rosters. The pollbooks have proven to expedite the voter check-in process by eliminating designated lines by the first letter of someone's last name.

Furthermore, there is an added efficiency to the electronic pollbooks throughout election day by updating the voter roster remotely when a voter has an absentee ballot accepted. This reduces the risk of a voter having an absentee ballot accepted in the closing days and voting in person on election day, thus being allowed to cast two ballots. Lastly, technology may fail, and if this were to occur, election judges are trained on how to revert to paper roster should it be necessary.

To staff's knowledge, there has not been any issues in the state to discredit the security or effectiveness of electronic pollbooks.

Outcome/Action:

Per council discussion, and outcome of vote following a motion.

Attachments

Res 24-321

2018 Pollbook Agreement

City Attorney Memo

Current Elections JPA

Minnesota Statute 201.225

Councilmember ____ introduced the following resolution and moved for its adoption:

RESOLUTION #24-321

RESOLUTION TERMINATING AGREEMENT WITH ANOKA COUNTY FOR POLLBOOK ELECTION EQUIPMENT

WHEREAS, the City of Ramsey entered into an Election Equipment Agreement with Anoka County on June 18, 2018; and

WHEREAS, the City of Ramsey desires to terminate that agreement; and

WHEREAS, per paragraph 7 of the agreement, this resolution shall serve as notice of the City of Ramsey's intent to terminate.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) That the City of Ramsey hereby terminates the Agreement with Anoka County effective seven (7) days following written notice to the county.
- 2) That the City Council directs its City Administrator to execute such termination.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember ____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of November, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:**

11/12/2024

Primary Strategic Plan Initiative: Not Applicable

Title:

Adopt Resolution #24-322 Approving Agreement with Anoka County for Pollbook Election Equipment

Purpose/Background:

Councilmembers Howell, Musgrove and Olson have requested this case be added to the regular agenda. This consideration is in conjunction with the previous case on this agenda, and the consideration of Resolution #24-321.

City Attorney Knaak received a request by the noted Councilmembers to draft a new agreement. Mr. Knaak has indicated an agreement will be drafted, and staff will update the packet to attached the agreement Tuesday of this Council meeting date.

State Statute grants the County Election Manager the authority to determine what, if any, polling locations use electronic pollbooks for voter check-in. In 2018, Anoka County implemented electronic rosters county wide.

City Attorney Knaak has held conversations with Councilmembers regarding this topic, and will be able to address questions related to this matter.

Notification:

N/A

Time Frame/Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

At this time, staff does not recommend the elimination of electronic voter rosters. The pollbooks have proven to expedite the voter check-in process by eliminating designated lines by the first letter of someone's last name. Furthermore, there is an added efficiency to the electronic pollbooks throughout election day by updating the voter roster remotely when a voter has an absentee ballot accepted. This reduces the risk of a voter having an absentee ballot accepted in the closing days and voting in person on election day, thus being allowed to cast two ballots. Lastly, technology may fail, and if this were to occur, election judges are trained on how to revert to paper roster should it be necessary.

To staff's knowledge, there has not been any issues in the state to discredit the security or effectiveness of electronic pollbooks.

Outcome/Action:

Per council discussion, and outcome of vote following a motion.

Attachments

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #24-322

RESOLUTION APPROVING AGREEMENT WITH ANOKA COUNTY FOR POLLBOOK ELECTION EQUIPMENT

WHEREAS, the City of Ramsey terminated an Election Equipment Agreement with Anoka County that became effective June 18, 2018; and

WHEREAS, the City of Ramsey desires to approve a new Election Equipment Agreement that allows for the use of paper rosters for voter check-in during in person voting on Election Day; and

WHEREAS, the City of Ramsey has drafted a new agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) That the City of Ramsey hereby approves the Agreement with Anoka County to allow paper roster voter check-in on Election Day

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember ___, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of November, 2024.

Mayor

ATTEST:

City Clerk

AGREEMENT ON THE USE OF MANUAL POLLBOOKS IN THE CITY OF RAMSEY

This AGREEMENT is made between the COUNTY OF ANOKA, a political subdivision of the State of Minnesota (hereinafter, "COUNTY") and the CITY OF RAMSEY, MINNESOTA, a Minnesota Charter City (hereinafter, "CITY") located entirely within the boundaries of the COUNTY.

RECITALS

The CITY and the COUNTY entered into a certain AGREEMENT, June 18, 2018, providing for the licensure and use of pollbook hardware and software assigned by the COUNTY.

The COUNTY is the entity responsible for the determination of the use of technologies for election purposes in the CITY as a matter of law.

The aforesaid AGREEMENT provides that either party may terminate it upon seven (7) days' notice of termination.

The CITY has provided the notice as required and noted above and the AGREEMENT is terminated.

The CITY and COUNTY are parties to a separate JOINT POWERS AGREEMENT (JPA) dated January 1, 2022, "for the purchase, maintenance and use of election equipment, including conducting elections, by the COUNTY on behalf of the COUNTY" and the CITY.

The JPA may be amended by when made as an Amendment to the JPA in writing "and signed by the parties thereto."

The CITY has determined that it wishes to return to the use of the manual, "paper", pollbooks at all precincts within the CITY as was the case prior to the AGREEMENT as a means of securing greater voter security and privacy.

AGREEMENT

The CITY and COUNTY hereby agree to return to the use of manual or paper pollbooks at all precincts with the CITY for all elections therein conducted after the effective date of this AGREEMENT.

The CITY shall return to the COUNTY all electronic pollbooks in its possession. Any costs incurred by the COUNTY in making the changes back to a manual system within the CITY shall be borne by the CITY in the manner provided by the JPA.

This AGREEMENT is not intended to clarify and not modify in any way the provisions of the JPA, which is intended to remain in full force and effect between the CITY and the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF ANOKA

By _____
Its: _____
Dated: _____

CITY OF RAMSEY

By: _____
Its: _____
Dated: _____

By: Brian Hagen
Its: City Administrator
Dated:

APPROVED AS TO FORM

County Attorney
Dated: _____

Frederic Knaak, City Attorney
Dated: _____

8.07: Introduce Ordinance #24-18 Amending Chapter 58 Utilities Regarding the Declaration of a Critical Water Deficiency

City Administrator Hagen reviewed the Staff report in regard to the declaration of a critical water deficiency and exempting watering of gardens for the use of food or medicinal purposes from any watering bans.

Councilmember Howell shared that this discussion first started when she joined the Council in 2020 as the Minnesota DNR had brought forward the idea of an ordinance regarding a critical water deficiency. She added that this ordinance failed to call out people who grow their own food or medicinal plants. She explained that the purpose behind this is to insure that people have food security and recognizing this essential need for people who grow their own food.

Councilmember Riley stated that he is in favor of this. He noted that this would also remove the section where watering is prohibited from 12:00 p.m. to 6:00 p.m. He asked if this could stay in the ordinance.

Councilmember Howell said not watering from 12:00 p.m. to 6:00 p.m. is important.

City Administrator Hagen suggested striking the last sentence of the ordinance and including this restriction earlier in the ordinance.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to waive the City Charter requirement to read the ordinance aloud and introduce Ordinance #24-18 Amending Chapter 58 Utilities regarding the Declaration of a Critical Water Deficiency with changes as discussed in regard to time restrictions.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Olson	aye
Councilmember Specht	aye
Councilmember Woestehoff	aye
Mayor Kuzma	aye

Motion carried.

8.08: Adopt Resolution #24-321 Terminating Agreement with Anoka County for Pollbook Election Equipment

City Administrator Hagen shared that Councilmember Howell, Musgrove, and Olson requested this case concerning the termination of the agreement with Anoka County for pollbook election equipment, to be discussed.

Councilmember Howell shared that when she reviewed this agreement between Anoka County and Ramsey, it appeared to her that Ramsey was getting the short end of the stick by taking on a lot of liability as a City. She added that she went back to review City Council meeting minutes from when this was originally approved and found that this agreement never came before the City Council and was only signed by the City Clerk. She explained that there is a lot of financial risk that is taken on with this which is concerning to her. She noted that since they have just passed the General Election and there is not another election coming up, she felt that this was a good time to address this agreement. She said this agreement can be terminated with the County with seven days notice.

Councilmember Olson agreed with Councilmember Howell and noted that the timing of this is great as they will have time to figure this out and establish a better agreement before the next election.

Councilmember Musgrove added that during her time on the Council, she has come across several agreements that have not been in Ramsey's best interest. She noted that this was a 2018 agreement and things have changed since then and it could be a better agreement with the County. She shared that at the last Anoka County Elected Officials meeting, she had the opportunity to speak with the County and she has no doubt that they can come up with a better agreement to better suit Ramsey and the County. She noted it would be best to have this agreement reviewed with the Council to be transparent with the residents. She added that she does not want the County to be an adversary but wants to work with the County to come up with a better agreement.

Councilmember Riley asked if the only interest with this is to have a better contract with the County.

Councilmember Howell said yes and explained that this agreement should be terminated as it is written very poorly. She suggested that the Council sit down and work through their proposal to make this better with the Council.

Councilmember Riley asked if they were to terminate this contract, where this would put the City.

City Attorney Knaak explained that they also have a joint powers agreement which would remain in effect that establishes the financial relationship; however, it does not deal specifically with this kind of equipment. He noted that by terminating this agreement, the County could insist that the City continue to use the electronic equipment that the County provides. He added that the joint powers agreement covers everything imaginable in regard to the economic relationship between the City and County on this equipment, other than these particular polling pads. He agreed that the way this agreement was originally written is very one sided benefiting the County. He said it does not hurt to bring this up to the County; however, it is the County's decision whether or not they want to allow the City to get rid of the poll pads.

Councilmember Riley asked if the City Clerk had the authority at the time to act on the City's behalf in signing this agreement.

City Attorney Knaak noted that under some circumstances, the City Clerk does have this authority; however, he does not know about this particular circumstance. He said he would like to see somewhere that this authorization was expressed; however, he imagines the authority was given and is not worried about it.

Councilmember Howell explained that she had reviewed the meeting minutes from the time of this agreement and could not find where this authority was given.

Councilmember Specht agreed that this agreement was very one sided in favor of the County and would support terminating the agreement to ensure everything is done properly moving forward.

Mayor Kuzma stated he believes this is being done too fast and shared that he thinks there should have been some conversations with the County before terminating the agreement. He said he does not disagree that the agreement could be better written.

Councilmember Woestehoff noted that the way this agreement was written does not surprise him. He stated that trying to hold the County liable for the actions of a City employee with a device that is used as part of the voting process does not make sense as the liability does not need to be on the County at this point, but on the individual. He explained that this is what can be seen in many agreements and does not see what issues other Councilmembers have with the agreement.

Councilmember Howell said the agreement has the City take on some of the financial liability if things go wrong with the devices. She added that she cannot find any record of this agreement going before the Council for discussion. She stated she does not like the idea that this liability was taken on without coming before the Council and she also does not like the way the agreement was written.

Councilmember Woestehoff stated that if a City employee broke something on one of these devices, then the City should be financially responsible for fixing it. He added that they do not have enough information to prove whether or not the City Clerk had the authority to sign the agreement on the City's behalf. He noted that he does not have any concerns with the agreement itself as the items it makes the City responsible for should be the City's responsibility.

Councilmember Musgrove noted that this agreement requires the City to have all of the licenses for the election equipment to be operating. She stated if the County wants them to use this equipment, it would be better to have an agreement that requires the County to provide the licensing for the City. She agreed with Councilmember Howell that this embodies a lot of financial responsibility.

City Administrator Hagen shared that the City does not pay any money towards this equipment or licensing and it is all provided by the County. He said the City's cost with this equipment maybe would have involved the cost of picking up the equipment but that would be it.

Councilmember Musgrove stated this proves her point that this was a badly written agreement. She noted that this was written in 2018 so the language could be updated to have a better understanding of responsibilities.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to adopt Resolution #24-321 terminating the agreement with Anoka County for pollbook election equipment.

Further discussion:

Councilmember Woestehoff noted that this item is not time sensitive and there are four Councilmembers who will not be on the Council come January. He said he does not think this is a fair decision for this Council to make on behalf of the future Council. He requested this item be tabled to a January Work Session.

Councilmember Howell stated this has been an ongoing discussion and they waited until after the election to deal with it. She noted that the Council was elected to represent the people and she does not want to table this for a future Council to discuss as this was not what she was elected to do.

Councilmember Riley recommended they go to the County to discuss and negotiate this before terminating the current agreement. He said he does not want to start a disagreement over this.

City Clerk Schmidt shared that Tom Hunt, the Anoka County Elections Manager is planning on attending the next Work Session meeting to discuss the joint powers agreement and noted that they will also be able to discuss this pollbook agreement.

Councilmember Howell shared that she still believes they can have a better agreement and does not think this discussion is premature.

Councilmember Specht agreed that he does not think the current Council should stop doing what they were elected to do just because new Councilmembers will be joining soon. He added that he thinks it would be best to terminate this agreement and begin negotiations to create a better agreement. He said he will be supporting this.

Councilmember Musgrove said if they terminate this agreement this evening before they meet with Mr. Hunt at the next Work Session, it will put them in a much better place than if they were to push this item down the road. She noted this is the first step in creating a new agreement and she wants to get this process started.

Motion carried. Voting Yes: Councilmembers Musgrove, Howell, Olson, and Specht. Voting No: Mayor Kuzma, Councilmembers Riley and Woestehoff.

8.09: Adopt Resolution #24-322 Approving Agreement with Anoka County for Pollbook Election Equipment

City Administrator Hagen reviewed the Staff report in regard to an agreement with Anoka County for pollbook election equipment. He noted that based on the discussion just had, he believes the agreement will need some revised language.

Councilmember Howell noted that this item is not to ask the Council to approve an agreement with the County, it is to have a discussion on the direction the Council would like to go in regard to pollbooks. She explained that they would bring this agreement to the County to see if there is an appetite for this new agreement.

Mayor Kuzma asked if they even need to vote on this if it is just the starting point to get discussions started with the County.

City Attorney Knaak explained that they can vote on this for whether or not they bring this to the County for consideration. He noted that by leaving this on the table they can say that this is a matter that the City Council continues to consider. He said if this gets voted down, then they would be going to the County with nothing.

Councilmember Riley noted that this agreement is very different from the now terminated agreement as it goes in a totally different direction to paper pollbooks.

Councilmember Howell said this was the starting point that she and Councilmembers Musgrove and Olson had agreed upon to bring to the Council.

Councilmember Woestehoff stated that another agreement did not need to be presented at this time. He added that he does not agree with anything within the agreement and this is an attempt to replace the electronic pollbooks which work extremely well and are very efficient. He said the electronic pollbooks prevent voter fraud and offer a better experience for both voters and Staff. He asked if the County can still require the City to use electronic pollbooks.

City Attorney Knaak added that the City will still need to use electronic pollbooks if the County requires it.

Councilmember Woestehoff said he feels like this is very political and not practical.

Councilmember Howell rejected Councilmember Woestehoff's framing of this narrative. She explained that this is the proposal that she and Councilmembers Musgrove and Olson settled on.

Councilmember Riley said he would not like to see anything in this agreement about not using electronic pollbooks as this will not go anywhere with the County as they will require them to be used. He stated he would have thought they would have taken whatever City Attorney Knaak found objectionable in the now terminated agreement and framed it in more neutral terms.

Councilmember Howell shared that her intent with bringing this item forward was to see the appetite of the entire Council. She stated she does understand that they have to work with the County on this agreement; however, they still need to approach the County with their agreements.

Councilmember Specht said it is important that they come up with an agreement that is the best solution. He noted that they will not all agree on this but that is why items are passed based on a majority vote. He shared that he thinks this agreement is a good idea to present to the County and see where things go from there.

Mayor Kuzma stated that since Mr. Hunt will already be attending the next Work Session, it would be in their best interest to bring this item back to the next Work Session so they can talk it through with Mr. Hunt. He said he will not be supporting this tonight.

Councilmember Howell stated that regardless of what they approve as their proposal, it will be beneficial to go into a meeting with the County with a proposal that a majority of the Council is interested in.

Motion by Councilmember Howell, seconded by Councilmember Olson, to present the agreement for the use of manual pollbooks in the City of Ramsey to Anoka County to begin discussions on crafting a new pollbook agreement.

Motion carried. Voting Yes: Councilmembers Howell, Olson, Musgrove, and Specht. Voting No: Mayor Kuzma, Councilmembers Riley and Woestehoff.

8.10: Adopt Resolution #24-305 to Enter into a Residential Recycling Program Agreement with Anoka County

City Administrator Hagen reviewed the Staff report concerning entering into a residential recycling program agreement with Anoka County.

Councilmember Musgrove shared that she requested this item be pulled from the Consent Agenda. She said she will not be supporting this as the recycling material that is gathered gets collected and weighed, then taken off to the next location and if it is contaminated, it is not recycled. She explained that they are being deceived into thinking that they are doing all of this recycling by tonnage while they do not know what is being contaminated and just ending up in the trash. She added that part of this has to do with educating people on what can and cannot be recycled.

Councilmember Specht asked when the agreement for City wide recycling expires.

City Administrator Hagen said it will expire in 2025. He explained that the City does hold a contract for City wide recycling. He noted this item has to do with funding that is available if they meet certain metrics for recycling goals for the City.

Councilmember Specht asked if this agreement puts any restrictions or limitations on the City.

City Administrator Hagen said no. He added that they use this funding for the curbside recycling that they implemented a few years ago.

Councilmember Howell said she will be supporting this item this evening; however, she does think it was important for it to be pulled from the Consent Agenda so they were able to highlight the problems with the recycling for educational purposes. She noted she would like to find out how much of their tonnage is contaminated.

EXHIBIT S



MEMORANDUM:

TO: BRIAN HAGEN

FROM: CITY ATTORNEY

RE: ELECTRONIC POLLBOOK AGREEMENT

Recently, the City Council asked me to review applicable law and the City's obligations with respect to the use of an electronic roster system by the City's election officials in the upcoming election.

As part of my examination, I was given a copy of an Agreement signed by a representative of the City on June 14, 2018, and the Anoka County Administrator on July 9 of that same year dealing with the provision of the necessary Election Equipment by the County to the City and detailing the respective responsibilities and liabilities of the parties.

In addition, I was provided with copies given to council members by a citizen group advocating a return to the use of paper poll books at city and county polling places instead of the electronic devices used since 2018. While it is important to note that there are no known instances of data breaches occurring in the currently utilized system, the bases for the concerns raised have to do with the possible breach of the data systems utilized by the electronic system that would not be possible using a paper-only system. Prior to 2018, the polling books were paper only.

The statute authorizing the use of electronic poll books is Minn.Stat. §201.225. The Statute provides that the chief election official of the County on State elections "may" utilize electronic polling upon application and approval to and by the Secretary of State. The election official can determine whether all or any number of precincts within its jurisdiction shall utilize the electronic system. In the case of Anoka County, all precincts utilize electronic polling books, including those in the City of Ramsey.

While there does not appear to be an express opt-out provision, the language of the statute clearly gives to the election official the discretion to allow any or all of the precincts in that jurisdiction to use that technology. Once the notification is provided to the Secretary of State, it is valid for all subsequent elections "unless revoked by the county, municipality, or school district." Minn.Stat. §201.225, subd. 6

While the context for the revocation of the notification would imply the

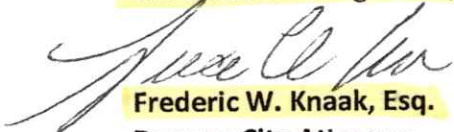
revocation would be from the election official of the County, the language of the statute does not limit the action of revocation to the county on its face. It is possible a court could construe that language to allow a city to revoke the use of the electronic system within its own precincts. I cannot predict that outcome if the County were to continue to insist on the use of electronic polling books and would resist the City's efforts.

An additional complicating factor for the purposes of considering this statute in the current election is the requirement that some changes in the number of precincts using the system must be reported no less than 90 days from the election. Further, all polling books must be certified to the Secretary of State as being functional and ready for use no less than 30 days prior to the election.

In reviewing the Equipment License Agreement between Anoka County and the City of Ramsey, it does appear that it may be terminated upon seven days written prior notice by either party to the other. As indicated in that Agreement, that termination "shall not relieve (the City) of any duties or obligations hereunder including but not limited to the obligation to safely and securely return and deliver the Election Equipment as set forth above."

My review of that Agreement leads me to the conclusion that a notice to terminate by the City would not relieve the City of the duty to care for the equipment while it remained in the City's possession and, very possibly, would still allow the County to continue to insist on its continued use by the City during the pending election.

My recommendation and advice is that the City continue to use the electronic polling books and other electronic equipment provided by the County for this election cycle and address the issue of using paper polling books, if it chooses to follow this path in light of the concerns being raised, after the election.



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Excerpts from Ramsey City Council Meeting, November 12, 2024

1:02:08+

Riley: Where does this termination lead us?

Knaak: As it is set up, and you also have the Joint Powers Agreement which establishes the financial relationship and deals specifically with this type of equipment. So that remains in effect.

By cancelling this particular agreement, the County could insist, if it chose to do so, you would continue to use the pad, the electronic equipment that they provided. That wouldn't be discretionary on the part of the City, which is why it's interesting, though, that the City has the authority to get out of this contract. It would certainly open up a dialogue from the point of view of the County, I would guess.

There is some interplay here, meaning that the JPA covers about everything imaginable in terms of the economic relationship between the City, on this kind of equipment, and the County, except it seems, these particular types of poll pads. So, this is your opportunity to set down with the County.

I agree, that the way the document was originally drafted was very very one-sided. Not to surprising because it was drafted by the County. If I drafted the agreement, on behalf of the city with the County, it would be equally one-sided in your favor so that's not surprising. And I don't think you should think of it as a hostile act.

It certainly doesn't hurt, if that's the purpose, it doesn't hurt it to bring that up as a topic of discussion if you want to in some way have that conversation, understanding though that they County's decision

whether its going to let you get rid of the poll pads, electronic poll pads or not. It's not something you have authority to do.

Riley: Do our, at the time, city clerk have the authority to act as an agent and bind the City?

Knaak: Under some circumstances, yes, and I don't know what those circumstances—well—I don't know what this circumstance is. I don't know whether or not at the time whether the clerk was expressly authorized, or implicitly authorized. That would take some more investigation. As a general rule, without some kind of authorization by the Council or by the administration, that's not normal. And I'm not going to say that the City did not enter into an enforceable agreement because this has been the agreement the City has been operating under and the County so one way or the other, this has been the contract.

But for future, I would suggest that, for future reference it helps to be very specific when you grant authority and it makes sense if the clerk was doing, at the time, the administration of the election and it involved the equipment and the use of the equipment. It would make a lot of sense that the clerk was designated for being one to make those kinds of agreements.

So, this doesn't startle me. Is it a good thing not to have evidence of that express authority? Well, I would rather see it than not. But I don't think it is anything to worry about here.

Does that help? No? Do you want me to follow here? Ah, look. The specific answer is, for what I see in this record, I don't understand what authority she had. That's the best way for me to put it. It's not to say she didn't. It's just that I can't see from what I've seen in this record that she did.

EXHIBIT T

Anoka County Government Organizational Chart

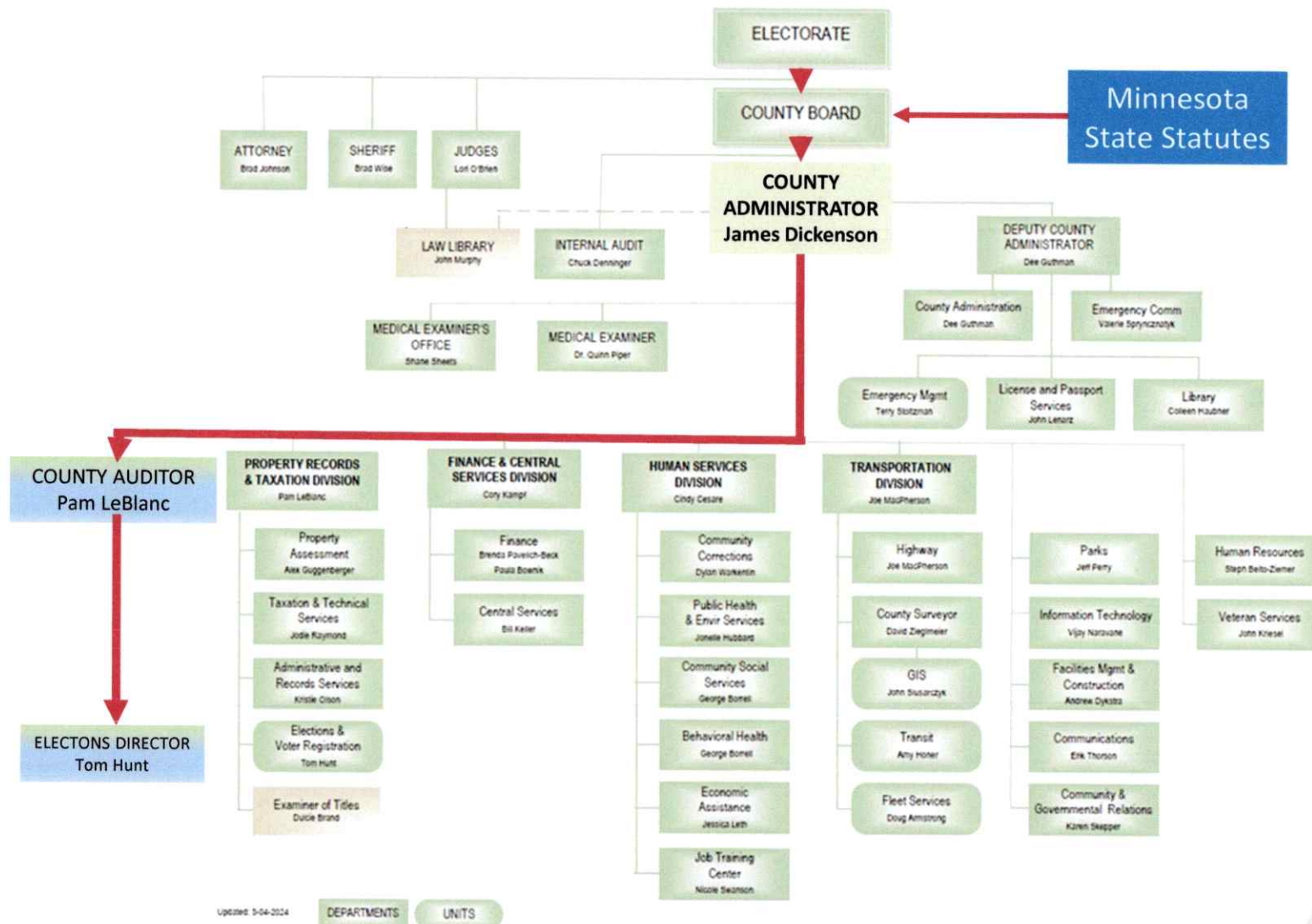
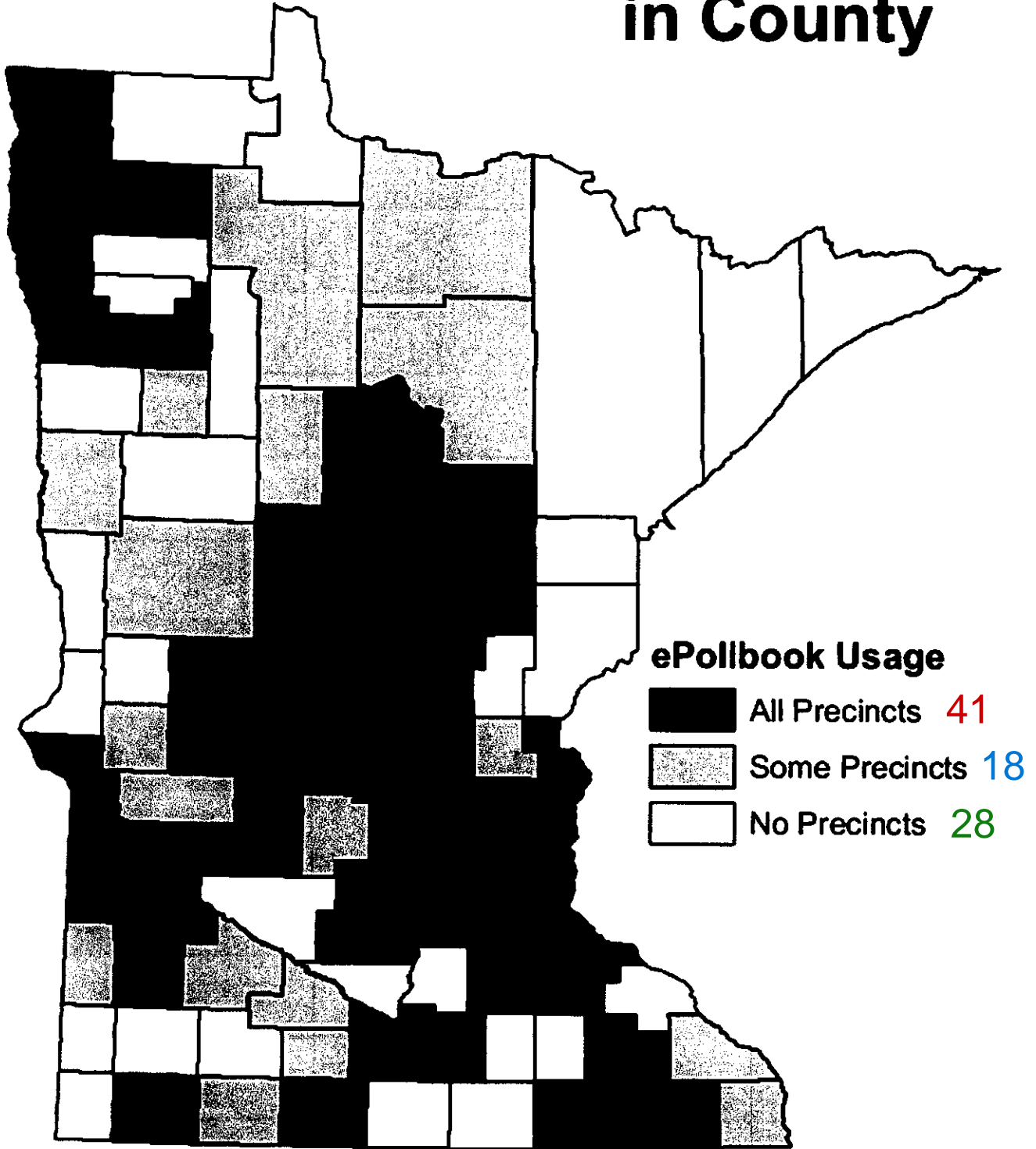


EXHIBIT U

ePollbook Usage in County



MINNESOTA ELECTRONIC ROSTER USE SURVEY

EXHIBIT V

NUMBER OF MN VOTING PRECINCTS, CITIES & TOWNSHIPS BY COUNTIES

<u>County</u>	<u>Number Precincts</u>	<u>Number Cities</u>	<u>Number Twps.</u>	<u>Number Unorg.</u>	<u>Co Auditor Appointed</u>	<u>Agreement Profile</u>
Aitkin	51	6	40	4		
Anoka	128	20	1	0	A	21 written agreements
Becker	47	7	37	0		
Beltrami	61	8	42	3		
Benton	27	7	11	0	A	
Big Stone	24	8	14	0		
Blue Earth	56	13	23	0	A	
Brown	33	7	16	0		
Carlton	39	9	19	4		
Carver	38	11	10	0	A	
Cass	71	15	50	1	A	
Chippewa	25	6	16	0		
Chisago	25	10	8	0		
Clay	56	11	30	0	A	
Clearwater	29	5	22	0		
Cook	14	1	3	3		
Cottonwood	29	7	18	0		
Crow Wing	62	18	29	4	A	
Dakota	142	22	12	0	A	
Dodge	22	7	12	0		
Douglas	36	11	20	0		
Faribault	33	11	20	0		
Fillmore	37	14	23	0		
Freeborn	43	14	20	0	A	
Goodhue	40	10	21	0	A	
Grant	23	7	16	0		
Hennepin	396	46	0	0	A	
Houston	27	7	17	0		
Hubbard	37	4	28	0	A	
Isanti	19	3	13	0		
Itasca	75	16	41	6		
Jackson	28	6	20	0	A	
Kanabec	20	4	15	0		
Kandiyohi	48	12	24	0	A	
Kittson	39	9	26	2	A	
Koochiching	22	6	1	6		
Lac qui Parle	29	7	22	0	A	
Lake	19	3	5	5	A	
Lake of the Woods	17	3	0	11		
Le Sueur	26	11	14	0		
Lincoln	20	5	15	0		
Lyon	33	11	20	0	A	
McLeod	29	9	14	0		

Mahnomen	19	3	16	0	
Marshall	60	11	48	1	A
Martin	37	10	20	0	
Meeker	30	9	17	0	
Mille Lacs	25	8	17	0	
Morrison	48	16	31	0	
Mower	39	14	20	0	
Murray	29	9	20	0	
Nicollet	26	6	13	0	A
Nobles	40	11	20	0	
Norman	33	8	24	0	
Olmsted	110	8	18	0	A
Otter Tail	91	22	62	0	
Pennington	31	3	21	0	
Pine	47	14	33	0	A
Pipestone	22	9	12	0	
Polk	82	15	58	0	A
Pope	31	10	20	0	
Ramsey	162	16	1	0	A
Red Lake	21	4	13	0	
Redwood	42	15	26	0	
Renville	37	10	27	0	
Rice	31	7	14	0	A
Rock	24	8	16	0	A
Roseau	44	6	33	5	
Saint Louis	168	27	73	24	
Scott	54	8	10	0	A
Sherburne	35	7	10	0	
Sibley	25	8	17	0	
Stearns	98	31	34	0	
Steele	26	4	13	0	
Stevens	24	5	16	0	
Swift	30	8	21	0	A
Todd	40	11	28	0	
Traverse	20	4	15	0	
Wabasha	33	11	17	0	
Wadena	24	7	15	0	
Waseca	23	5	12	0	
Washington	84	27	6	0	A
Watsonwan	21	8	12	0	
Wilkin	32	8	22	0	
Winona	49	13	19	0	
Wright	51	17	18	0	
Yellow Medicine	<u>30</u>	<u>9</u>	<u>21</u>	<u>0</u>	A
TOTALS	4103	897	1787	79	28 Appointed County Auditors

PRECINCTS CITIES TWPS. UNORG.

POLL PAD USE NONE-28 SOME-18 ALL-41

Note: 44 cities of the total 853 are located in two counties