LINWOOD TOWNSHIP

ANOKA COUNTY
22817 Typo Creek Drive N.E.
Stacy, Minnesota 55079
(651) 462-2812 • Fax (651) 462-0500
Email: info@linwoodtownship.org
Website: http://linwoodtownshipmn.gov

AGENDA
Town Board Meeting
Tuesday, June 9, 2026 - 6:30 pm
Town Hall Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC FORUM

This is an opportunity for residents to present items to the Board that are not on the agenda. Each presentation is limited to three (3) minutes, and a maximum of fifteen minutes is set aside. If your item needs follow-up from the Township, Staff will arrange for that.

5. CONSIDERATION AND APPROVAL OF AGENDA

6. CONSIDERATION AND APPROVAL OF CONSENT AGENDA

6.1 Approval of May 26, 2026 Meeting Minutes
6.2 Approval of May 26, 2026 Workshop Minutes
6.3 Approval of June 2, 2026 Workshop Minutes
6.4 Claims List for Approval: 39482-39499; Total: $58,877.69
6.5 Payroll for Approval: $10,242.17

7. NEW BUSINESS

7.1 7070 Fawn Lake Dr NE – Non-Compliant Septic – Mark Allseits
7.1.1 Zierke Soil Testing Documentation
7.1.2 Rum River Consultants Communication

7.2 P&Z Committee Terms – Supervisor Luedtke
7.2.1 Application for Commission – Joe Dolphy
7.2.2 Application for Commission – James Garrison
7.2.3 Application for Commission – Rory Pagen
7.2.4 Letter of Interest – Robert Kreft

7.3 MnDOT Agreement No. 1062604 – Supervisor Olson

7.3.1 Resolution 2026-05

8. OLD BUSINES

8.1 PARC'S – Dot Forbord

8.1.1 Request for Action – Parks To-Do-List

8.1.2 2026 Park To-Do-List

8.1.3 Request for Action – Survey to Residents

8.2 Clerk Position – Alicia Morris

8.2.1 Request for Action – Post for Clerk Position

8.2.2 Clerk Job Description

8.2.3 Clerk Position Posting

9. UPCOMING MEETINGS

9.1 Town Board Workshop – June 23, 2026 at 5:30PM

9.2 PARCs – June 15, 2026 at 6:00PM

9.3 Planning & Zoning – June 16, 2026 at 6:00PM

The next Regular Town Board Meeting is scheduled for June 23, 2026 at 6:30PM

10. ADJOURNMENT

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Town Board Meeting
Meeting Minutes
May 26, 2026

Meeting called to order at 6:33 pm by Jonn Olson, Chair
Pledge to the Flag
Roll Call

Commission members present:	Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson Samuel Cole joined remotely
Staff present:	Julie Danhke, Interim Clerk
Attorney present:	Mark Allseits
Rum River Consulting present:	Carri Levitski, Carissa Krantz
Residents present:	Judy Hanna, Tony D.
Other Attendees present:	Derek Lind, Bob Kirchner, Eric Van Mecklen, Channity Stowell from AIECITS. Carrie Levitski and Carissa Kranz from Rum River Consultants

PUBLIC FORUM
None.

CONSIDERATION AND APPROVAL OF AGENDA

Motion by Dan Lametti to approve the agenda as presented. Second by Lisa Henrickson.
Roll call votes: Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson, and Samuel Cole voted to approve the motion. Motion carried. (5-0)

CONSIDERATION AND APPROVAL OF CONSENT AGENDA
Approval of May 12, 2026 Meeting Minutes

Approval of May 12, 2026 Workshop Minutes
Claims List for Approval: 39463-39477 Total: $38,632.71
Payroll for Approval $25,415.29
Motion by Lisa Henrickson to approve the Consent Agenda, seconded by Dan Lametti.
Roll call votes: Samuel Cole, Lisa Henrickson, Jonn Olson, and Dan Lametti voted to approve. Andy Luedtke abstained. Motion carried. (4-0-1)

NEW BUSINESS
Tree Service – Jonn Olson

- Picture showing trees that overhang the road at the entrance to Linwood Elementary School. The School District Safety person has notified the Township of their concern, as have many residents.
- Raml's Tree Service Estimate: $1,500

Motion by Jonn Olson to hire Raml's Tree Service in the amount of $1,500 per the estimate #2027 to remove the two trees on the northwest corner of Typo Creek Drive and the school entrance. Second by Lisa Henrickson.
Roll call votes: Samuel Cole, Lisa Henrickson, Jonn Olson, and Dan Lametti voted to approve. Andy Luedtke abstained. Motion carried. (4-0-1)

OLD BUSINESS
Rum River – Carri Levitski and Carissa Krantz
Rental Licensing Administration Proposal (Page 15)
Rental Licensing Program Administration Proposal (Page 17)
Chapter 8 Article V – Rental Housing (Page 20)
Chapter 17 Property Maintenance Code (Page 29)

Discussion included three options for the Town Board's consideration about rental properties and the township ordinances. Reviewed fees for Rum River's potential scope of work, which is overall $2,800 to rewrite the ordinances to be more consistent with standard codes. After that there would be no additional cost to the Township as they would manage the program and receive a percentage of collected fees, similar to the existing permit fee split.

Motion by Andy Luedtke to table the issue until a future meeting. Second by Dan Lametti.
Roll call votes: Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson, and Samuel Cole voted to approve the motion. Motion carried. (5-0)

Professional Services Agreement – Request for Action (Page 81)
Professional Services Agreement (Page 83) Including Exhibit A – Exhibit I-2
The proposed program administration was approved at the May 12, 2026 Board Meeting. After the new fee schedule is approved, the Rum River Consulting professional services agreement needs to be approved. Ms. Levitski explained changes to the numbering system in the proposal due to the fat that the Rental Licensing Administration Proposal was not adopted at this meeting. If that should come to fruition, they would issue an amendment.

Motion by Andy Luedtke to approve the professional service agreement between Linwood Township

and Rum River Consulting including attachments A through I-2, with the subtraction of Exhibit F. Second by Dan Lametti.
Roll call votes: Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson, and Samuel Cole voted to approve the motion. Motion carried. (5-0)

Poll Pad Discussion
The Meeting Placket included a written Memo from ACEIT to the Town Board outlining their position that the township can discontinue use of the electronic poll pads, as well as a Letter to Supervisors from Attorney Mark Allseits outlining his position against discontinuing use of the electronic poll pads for elections.

Derek Lind, ACEITS, addressed the Board in favor of discontinuing use of the electronic poll pads. He introduced Eric Van Mecklen and Bob Kirchner from ACEITS who also spoke in favor of the township discontinuing use of the electronic poll pads.

Motion by Lisa Henrickson to table the issue until a future meeting. Second by Jonn Olson.
Roll call votes: Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson, and Samuel Cole voted to approve the motion. Supervisor Luedtke voted nay. Motion carried. (4-1)

Public Hearing for fee schedule amendment: Notice of date change – Jonn Olson
The Public Hearing will be held on June 23, 2026 at the Board Meeting, not the June 9 meeting.

UPCOMING MEETINGS
Town Board Monthly Workshop – June 2, 2026 at 5:30PM
Town Board Workshop – June 9, 2026 at 5:30PM
PARCs – June 15, 2026 at 6:00PM
Planning & Zoning – June 16, 2026 at 6:00PM

The next Regular Town Board Meeting is scheduled for June 9, 2026 at 6:30PM

The ceremony at the cemetery was very nice, thank you to the Scouts for putting out the flags.

The office staff will step in to help at the Senior Center to keep events running on schedule during the coordinator's absence.

***Motion* by Lisa Henrickson, seconded by Andy Luedtke to adjourn the meeting.**
Roll call votes: Lisa Henrickson, Dan Lametti, Andy Luedtke, Jonn Olson, and Samuel Cole voted to approve the motion. Motion carried. (5-0)
Meeting adjourned at 8:26PM.

Respectfully submitted by Linda Hurtley, Contract Office Assistant

Minutes Approved: June 9, 2026

DRAFT

Chairperson: _____
Jonn Olson

DRAFT

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Town Board Workshop Minutes
May 26, 2026

CALL TO ORDER: Meeting called to order at 5:31pm by Supervisor Olson

ROLL CALL:

Members present: Jonn Olson, Andy Luedtke, Lisa Henrickson (arrived at 5:33), Dan Lametti

Staff present: Julie Dahnke, Interim Clerk

Residents present: None

Supervisor Lametti added lot PID 27-34-22-13-0024 to agenda for new business

Motion made by Supervisor Olson to approve agenda with addition noted, seconded by Supervisor Lametti, motion passed 4-0.

New Business
Lot held in state trust. County questioning whether lot is buildable or not to decide what type of sale will be required for the lot. After Board discussion it was decided to continue to have Cindy Nash work with the county to make the determination.

Action items reviewed, Supervisor Luedtke added that staff should re-work the publication with Supervisors and Mark to keep language vague and include all fee schedule not referring to the Rum River changes only and to include the red line P&Z form Supervisor Luedtke has worked on.

P&Z committee terms will be on the next Board meeting as committee members gave verbal recognition that they would like to continue to serve on the committee. Need a policy/procedure created for all committees for how to renew committee seats.

Supervisors discussed staggering terms on all committees and having a set schedule that the term will need to be renewed.

ADJOURNMENT

Motion to adjourn by Supervisor Luedtke, seconded by Supervisor Lametti. Motion carried (4-0)

Workshop adjourned at 6:22pm.

Respectfully submitted by Julie Dahnke, Interim Clerk

DRAFT

Chairperson: _____
Jonn Olson

Attested: _____
Julie Dahnke, Interim Clerk

DRAFT

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Town Board Workshop Minutes

June 2, 2026

CALL TO ORDER: *Meeting called to order at 5:30 pm by Supervisor Olson*

ROLL CALL:

Members present:	*Dan Lametti, Samuel Cole, Jonn Olson, Lisa Henrickson, Andy Luedtke*
Staff present:	*Alicia Morris, Coordinator/Treasurer*
Residents present:	*Josh Phelps, Mike Frost*

APPROVAL OF AGENDA Supervisor Olson motion to approve agenda as amended, seconded by Supervisor Henrickson. Motion carried (5-0).

RECYCLING

Discussion was held regarding recycling updates, possible auction items and possible use of curb stoppers for Parks committee.

VOLUNTEER PROCESS

Discussion was held regarding a Community Service Program.

CLERK

Staff requested review of Clerk job description and expectations of position posting.

PLANNING & ZONING ORDINANCE CHANGES

Discussion held regarding proposed ordinance revisions including:

- Removal of Planning & Zoning alternate member position.
- Removal of outdated “program of public works” language.

DRAFT

- Review and update of township fee schedule, including recycling fees.
- Discussion of outdated or unnecessary fees, including dog licensing.
- Review of sign permit provisions and enforcement questions.

Motion to adjourn by Supervisor Henrickson, second by Supervisor Lametti. Motion carried (5-0). Meeting adjourned at 9:12pm.

Respectfully submitted by Alicia Morris, Coordinator/Treasurer

Minutes Approved on June 9, 2026

Chairperson: _____

Jonn Olson

Attested: _____

Julie Dahnke, Interim Clerk

DRAFT

Date Range : **6/9/2026 To 6/9/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
06/09/2026	ABDO LLP	Inv.#524517 - May FS Services, Inv. #524856 - May Payroll Prep	39482	$7,418.02			
					100-41430-301-	Office Staff	$6,083.33
					100-41430-301-	Office Staff	$1,334.69
06/09/2026	Ace Solid Waste, Inc.	Inv. #13291385T067-June 2026	39483	$190.43			
					245-43245-384-	43245 Organics/Composting	$190.43
06/09/2026	Anoka County Treasury Office	Inv.# CINC26-010238 - Radio, INV. #CINV26-010239 - Radios, Inv. #CINV26-010439 - Batteries	39484	$16,779.43			
					225-42222-323-	Firefighter Equipt & Expenses	$5,868.00
					225-42222-323-	Firefighter Equipt & Expenses	$10,564.68
					225-42222-240-	Firefighter Equipt & Expenses	$234.75
					225-42222-240-	Firefighter Equipt & Expenses	$112.00
06/09/2026	Collaborative Planning, LLC	Inv. #2026-159, Inv. #2026-160, Inv. #2026-161	39485	$2,109.25			
					100-41110-307-	Council/Town Board	$1,966.25
					100-41110-307-	Council/Town Board	$71.50
					100-41110-307-	Council/Town Board	$71.50
06/09/2026	Couri & Ruppe, P.L.L.P.	Personnel - May 2026	39486	$5,343.75			
					100-41610-304-	City/Town Attorney	$5,343.75
06/09/2026	Dust Busters and More	Fire station cleaning - May 2026	39487	$240.00			
					225-42280-401-	Fire Stations and Buildings	$240.00
06/09/2026	Linwood Group Meetings	Inv. # Linwood Township 052226 - May 2026	39488	$1,042.50			
					100-41430-313-	Office Staff	$1,042.50

Date Range : **6/9/2026 To 6/9/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
06/09/2026	LRS Portables of Minnesota	Inv. #MP299642,MP299643, MP299644, MP299645, MP299646, MP299647, MP299648	39489	$235.00			
					240-45202-418-	Park Areas	$235.00
06/09/2026	MidCo	Inv. #14376680115425	39490	$69.60			
					100-41940-321-	General Government Buildings and Plant	$27.84
					201-41940-321-	General Government Buildings and Plant	$3.48
					215-42401-321-	Building Inspections Administration	$27.84
					235-45186-321-	Senior Citizens Recreation	$6.96
					240-41940-321-	General Government Buildings and Plant	$3.48
06/09/2026	MN Board of Firefighter Training	License Renewal - B Walker	39491	$1,575.00			
					225-42240-433-	Fire Training	$1,575.00
06/09/2026	MN Dept of Health	Inv. #1132926 - Statewide Hospitality Fee 2026 - License # FA0004949	39492	$50.00			
					235-45186-433-	Senior Citizens Recreation	$50.00
06/09/2026	RB Lawn Care	Inv. #380 - Park Mowing	39493	$3,510.00			
					100-45202-403-	Park Areas	$3,510.00
06/09/2026	Sunrise River WMO	2026 Contributions - 2nd Half	39494	$10,115.70			
					100-46101-307-103	Water Resources	$10,115.70
06/09/2026	Stacy Hardware & Powersports	Inv. #84916 - Keys	39495	$19.50			
					201-43127-240-	Road & Bridge	$19.50
06/09/2026	T.R. Computer Sales, LLC	Inv. #38952-MS - MS Business 365, Inv. #TRCS39232 - IT Support	39496	$3,417.01			
					100-41425-406-	Clerk	$637.01

Date Range : **6/9/2026 To 6/9/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
					100-41425-406-	Clerk	$2,780.00
06/09/2026	Hakanson Anderson	Inv. #57213	39497	$6,064.10			
					406-43121-303-	Paved Streets	$6,064.10
06/09/2026	WEX BANK	INV# 112764357	39498	$418.40			
					225-42222-212-	Firefighter Equipt & Expenses	$224.02
					245-43231-212-	43231 Recycling Collection	$194.38
06/09/2026	Vol Firefighters Benefit Asso of MN	2026 Insurance	39499	$280.00			
					225-42210-433-	Fire Administration	$280.00
Total For Selected Claims				**$58,877.69**			**$58,877.69**

Andrew Luedtke	**Vice Chair, Town Supervisor**	**Date**
Dan Lametti	**Town Supervisor**	**Date**
Jonn J Olson	**Chair, Town Supervisor**	**Date**
Lisa Henrickson	**Town Supervisor**	**Date**
Samuel Cole	**Town Supervisor**	**Date**

ZIERKE SOIL TESTING

Joe Dolphy
7070 Fawn Lake Dr NE
Stacy, MN 55079

April 17th, 2024

Dear Joe Dolphy,

At your request, I have conducted a septic inspection to determine the compliance status of your septic system pursuant to Minnesota Rules Chapter 7080.1500.

The compliance test set out in 7080.1500 has three main inquiries: 1). Is the system functioning hydraulically (disposing of effluent in a manner that prevents it from coming in contact with people)? 2). Are the septic tanks water tight? 3). Does the system have sufficient vertical separation between the bottom of the septic system and restrictive layers (bedrock, standing water, seasonally wet layers, etc) to provide full treatment of effluent?

Based off of these criteria, your system is non-compliant due to a lack of vertical separation between the bottom of your drain field and indicators of seasonally wet soil (redoximorphic features). This system is considered "failing to protect groundwater" and is not considered an imminent threat to public health. I am required to provide copies of this report to you and to Linwood Township. You should contact them as to the next steps that will be required to bring the system into compliance.

Sincerely,

Benjamin Zierke

Benjamin Zierke
MPCA Lic 119, Cert 9594

ADDRESS:
28587 Jeffrey Ave
Chisago City, MN 55013

PHONE 651-249-1346
EMAIL benzierke@gmail.com

Hello Julie,

We have identified a property at 7070 Fawn Lake Dr NE in Linwood Township where the septic system remains noncompliant and has exceeded the deadline for corrective action as required by Linwood Township Code Section 28-92(i) and Minnesota Rules 7080.1500.

RRC issued two notices on behalf of the Township to the property owner outlining the violation and required timeline for compliance. To date, no response or corrective action has been received.

Note: Please note that Section 28-92(l) of the Township Code is not enforceable, as Minnesota Rules 7080.1500 establishes a 24 month compliance deadline for systems failing to protect groundwater. Local ordinances may be more restrictive, but not less restrictive, than state rules. As such, this provision is superseded by state code. This conflict is one of the reasons RRC and the Township have been discussing updates to the septic ordinance to align with current enforceable standards.

Due to the lack of response, RRC recommends escalating this matter to the Township Attorney or Code Enforcement for further action.

Property: 7070 Fawn Lake Dr NE
Status: Noncompliant
Noncompliance Report Date: April 17, 2024
Initial Notice Sent: May 3, 2024
Compliance Deadline: April 17, 2026
Follow-Up Notice Sent: October 6, 2025

All noncompliance reports and correspondence to date are attached for your review. Please let me know if you need any additional information. If possible, please also update us on how you intend to proceed with enforcement so we can update our records.

Best regards,

Carissa Kranz

Community Development Coordinator

Rum River Consultants
23340 Cree St NW

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APPLICATION FOR COMMISSIONS AND COMMITTEES

Please list Commission or Committee you are interested in Planning and Zoning

Personal Information

Name Joe Dolphy Sr Phone 651-308-0435

Address 7070 Fawn Lake Drive NE City Stacy

State MN Zip 55079 Email joedolphyjr@gmail.com

How long have you been a Linwood Township resident?

60 years

Why are you interested in being on the Commission/Committee?

I feel I can still contribute to the Future of Linwood Residents

Briefly describe your background experience/education relative to the Commission/Committee?

4 years on Linwood Town Board. 6 years as Chairman
32 years as a Linwood Firefighter.
?? years on Linwood PTZ Committee
Participated in several Building Committees Since 1985

What do you see as the primary function of the Commission/Committee?

Assisting in the long range and short range development of Linwood, and coordinating all departments, and Committees in Linwood to establish and maintain a Develoment Plan that will help keep Township Budgets Controlable in the Future.

What do you see in the future for Linwood Township?

Satisfying the needs of a Rural / Urban interface Communitee that we have become

Please describe any additional experience/skills relevant to the Commission/Committee:

I have owned and operated an Auto Repair Business for 50 years in Linwood and have seen Significant

Have you attended or viewed any Township meetings?

Yes !!!

Is there any reason you would not be able to attend regular scheduled meetings for the Commission/Committee? Vacations and Personal Reasons

Thank you for your interest in Linwood Township!

Please return this form/email to Linwood Town Hall by April 30

22817 Typo Creek Drive

Stacy, MN 55079

info@linwoodtownship.org

Joseph E Dooley Jr

LINWOOD TOWNSHIP

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E-Mail: info@linwoodtownship.org
Website: http://linwoodtownshipmn.gov

APPLICATION FOR COMMISSIONS AND COMMITTEES

Please list Commission or Committee you are interested in Planning + Zoning

Personal Information

Name James Garrison Phone 651-462-4504

Address 22644 E Martin Lk Drive City Stacy

State MN Zip 55079 Email Jimgarrison@hotmail.com

How long have you been a Linwood Township resident?

33 years

Why are you interested in being on the Commission/Committee?

Yes

Briefly describe your background experience/education relative to the Commission/Committee?

Member for many years

What do you see as the primary function of the Commission/Committee?

Enforce Rules + Regulations

What do you see in the future for Linwood Township?

Positive

Please describe any additional experience/skills relevant to the Commission/Committee:

Member of Park + Rec

Have you attended or viewed any Township meetings?

Yes

Is there any reason you would not be able to attend regular scheduled meetings for the Commission/Committee?

NO

Thank you for your interest in Linwood Township!

Please return this form/email to Linwood Town Hall by April 30

22817 Typo Creek Drive

Stacy, MN 55079

info@linwoodtownship.org

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Website: http://linwoodtownshipmn.gov

APPLICATION FOR COMMISSIONS AND COMMITTEES

Please list Commission or Committee you are interested in PLANING AND ZONING

Personal Information

Name RORY PAGSEN Phone 763-688-3921

Address 23500 JAPURA ST NE City STACY

State MN. Zip 55079 Email RORY@JSSITEWORK.COM

How long have you been a Linwood Township resident?

57 YEARS

Why are you interested in being on the Commission/Committee?

TO HELP WITH THE DEVELOPING OF LINWOOD.

Briefly describe your background experience/education relative to the Commission/Committee?

CONSTRUCTION OFF ALL TYPES, HOME BUILDING TO EARTHWORK

What do you see as the primary function of the Commission/Committee?

TO HELP WITH THE DEVELOPING OF THE TOWNSHIP.

What do you see in the future for Linwood Township?

MORE DEVELOPING,

Please describe any additional experience/skills relevant to the Commission/Committee:

I HAVE OVER 35 YEARS IN CONSTRUCTING AND MANAGING LARGE DEVELOPMENTS

Have you attended or viewed any Township meetings?

YES

Is there any reason you would not be able to attend regular scheduled meetings for the Commission/Committee?

NO

Thank you for your interest in Linwood Township!

Please return this form/email to Linwood Town Hall by April 30

22817 Typo Creek Drive

Stacy, MN 55079

info@linwoodtownship.org

Linwood Township Board
22817 Typo Creek Drive NE
Stacy, MN 55079

Re: Letter of Interest – Planning and Zoning Committee

Dear Linwood Township Board Members,

I am writing to express my interest in serving on the Planning and Zoning Committee for Linwood Township. As a resident of Linwood since 2003, I have developed a strong connection to the community and a deep appreciation for the thoughtful planning and stewardship that contribute to its continued growth and character.

With over 30 years of professional experience in construction, permitting, and zoning, I bring a practical and well-rounded understanding of land use, regulatory processes, and development considerations. Throughout my career, I have worked closely with local governments, contractors, and property owners, giving me valuable insight into balancing responsible development with community needs and long-term planning goals.

I am particularly interested in contributing to decisions that preserve the integrity of Linwood while accommodating sustainable growth. My familiarity with township ordinances, permitting processes, and zoning regulations would allow me to actively and effectively participate in committee discussions and decision-making.

I would welcome the opportunity to serve the community in this capacity and contribute my experience and perspective to the Planning and Zoning Committee. Thank you for your time and consideration.

Sincerely,
Robert Kreft
651-746-4528
Bob@northlandlandscape.com

3-17-2026

LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

   Linwood Township
   22817 Typo Creek Drive
   Stacy, MN 55079
   Contact: Jonn Olson, Tow Chair
   651-200-0864
   Jonn.olson@linwoodtownship.org

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 002-592-001	$1,184,308.50	$0.00	December 31, 2030

3. Total Amount of LRIP Grant for all projects under this Agreement: $1,184,308.50.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			USES OF FUNDS	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with LRIP**	
2023 LRIP Funds Grant (SAAS Acct 385)	$1,184,308.50		**Grant Funds:**	
			Reconstruction to 10-ton design	$1,184,308.50
Other:				
Subtotal	$1,184,308.50		Subtotal	$1,184,308.50
Public Entity Funds:			**Items paid for with Non-**	
Matching Funds	$0.00		**LRIP Grant Funds:**	
Other:				
			Subtotal	$0.00
Subtotal	$0.00			
TOTAL FUNDS	$1,184,308.50	=	**TOTAL PROJECT COSTS**	$1,184,308.50

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date - February 17, 2026
Construction Start Date June 15, 2026
Construction Substantial Complete Date October 10, 2026
Contract Final Completion Date: December 31, 2030

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **KNIFE RIVER CORPORATION-NORTH CENTRAL** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/9/2026**

Certificate expiration date: **3/8/2030**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **KNIFE RIVER CORPORATION-NORTH CENTRAL** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **June 30, 2022**

Certificate expiration date: **June 29, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of **Anoka** , State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

_____
Linwood Township, a political subdivision
of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

33 feet on each side of the centerline, as traveled, on 227Avenue NE and Martin Lake Road NE from Typo Creek Drive NE to Viking Boulevard NE in the Township of Linwood, Anoka County, Minnesota.

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Local Road Improvement Program: 2023 Solicitation Application
Submission Time:	December 8, 2023 10:18 am
Browser:	Chrome 119.0.0.0 / Windows
IP Address:	50.216.172.138
Unique ID:	1172302004
Location:	38.9392, -77.0584

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name	Pam Olson
Phone	(651) 462-2812
Email	pam.olson@linwoodtownship.org
Agency type	Township
Agency name	Linwood Township
Address	22817 Typo Creek Drive Stacy, MN 55079
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor.	Yes, I am a non-state city or township
Sponsoring County (required if applicant is non-state aid city or township)	Anoka
Sponsoring County Engineer name (required if applicant is non-state aid city or township)	Joe MacPherson

B: Project Location

MnDOT District	Metro District
County	Anoka
Township (only enter if application is for work on township road)	Linwood Township
Name/Designation of Road	227th Avenue/Martin Lake Road
Type of Road	Township Road
Functional Classification of Road	Major Collector
Average Daily Traffic (ADT) Count	1380

Year of ADT Data Collection	2022
Road Authority Type (agency who owns and has jurisdiction of the road)	Township
Road Authority Name	Linwood Township
Project Termini - From	County State Aid Highway 85
Project Termini - To	County State Aid Highway 22
Beginning Point - Latitude	45.38116
Beginning Point - Longitude	-93.10064
General Environment (the general environment that represents the majority of the project)	Suburban

C: Project Description

Type of Project	Reconstruction
Select the LRIP Account requested for funding	Routes of Regional Significance
Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.	227th Avenue/Martin Lake Road is classified as a Major Collector. The road serves as a direct route between Anoka County State Aid Highway 22 (CSAH 22), Anoka CSAH 85, and Anoka CSAH 26. The Linwood Township Fire Department Station, as well as the Town Hall, are located just north of the intersection of 227th Avenue and Anoka CSAH 85. This road segment is 8,400 lineal feet long. Under existing conditions, approximately 6,000 lineal feet of this road consists of a rural design with ditches and 2,400 lineal feet consists of an urban design with bituminous berm. The rural segment of this road is deficient in several ways and has exceeded its useful life. This project will fix the deficiencies and will improve safety by adjusting in slopes and constructing guard rail. Currently this road segment is deficient in width, in slopes, clear zone, and structural design strength. The urban section of this road will be constructed to meet Section 8820.9936 of Minnesota Rules Chapter 8820 which will provide two 11' lanes with a minimum of 3' shoulders. This entire road segment will be constructed to a 10-ton standard. This project will complete a 10-ton route from CSAH 85 to CSAH 22. All roadway signs will also be replaced as part of the construction. This design will have a project life of greater than 20 years.

Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.	Based on Minnesota Rules Chapter 8820, the rural segment of 227th Avenue/Martin Lake Road is deficient in width, in slopes, clear zone, and structural design strength. The existing surface is 28' wide with little or no shoulders. The in slopes exceed 2:1 in several locations and trees and other obstacles currently exist in the clear zone. The road surface is failing and has exceeded its useful life. To meet Section 8820.9920 of Minnesota Rules Chapter 8820, in the rural segments, it is proposed to widen the road top to a 32' width which will provide two 12' lanes with 4' shoulders. Where right-of-way allows, in slopes will be filled to accommodate 1V:4H slopes within the clear zone. There are three areas along this road segment that are not feasible to construct 1V:4H in slope. Guard rail is proposed to be constructed in these three areas. The urban section of this road will be constructed to meet Section 8820.9936 of Minnesota Rules Chapter 8820 which will provide two 11' lanes with a minimum of 3' shoulders. There are also several areas where trees are in the clear zone. Trees will be removed as needed to meet the clear zone requirements and to create a safer recovery area for vehicles leaving the roadway. Improved in slopes will also help facilitate annual ditch mowing to reduce deer-car collisions. This entire road segment will be constructed to a 10-ton standard. This project will complete a 10-ton route from CSAH 85 to CSAH 22.
Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.	Yes - project will have a service life of 10 or more years

D: LRIP Account Considerations and Eligibility

D2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?	Provides capacity or congestion relief to a parallel trunk highway system or county road Part of a 10-ton route network Connect to regional tourist destination Project limits provide a direct connection to the regional system, trunk highway, or a county road

Describe the number of persons and potential multiple local and tribal agencies that will be positively impacted by the project and how they will benefit.	The 2022 Average Daily Traffic Count for this road was 1,380 vehicles per day. Linwood Township, located in the northeast corner of Anoka County, has an estimated population of 5,300. Anoka County is the fourth most populous county in the State. 227th Avenue/Martin Lake Road serves as access to the Anoka County Martin Island Linwood Lakes Regional Park, a 737-acre park system, serving the residents of Anoka County and beyond. Martin Lake Road also serves as access to Camp Salie County Group Camp facilities and the Anoka County Martin Lake Public Lake Access. The Anoka County Park Department estimates that 220,000 visitors use the park each year. The Island Lake Beach access from Martin Lake Road serves as access to two-thirds of the park. The Linwood Township Volunteer Fire Department provides fire protection and emergency response to the area. The cities of Wyoming and East Bethel Fire Departments share 227th Avenue/Martin Lake Road as the direct route for fire support on Martin Lake. The deteriorating roadway surface, potholes, and rough road all impact the speed in which the fire departments can safely travel. The road in its present condition may also cause their trucks to lose equipment and delay response to a residence in need. 227th Avenue/Martin Lake Road also serves as the primary access to over 200 residential homes, a daycare, school, church, Linwood Senior Center, Linwood Townhall, the Linwood Fire Station, Broadbent Park, and Linwood Cemetery.
Describe the project contribution to the local, regional, state, or Tribal economy, and economic development or redevelopment efforts.	227th Avenue/Martin Lake Road provides the only access to two-thirds of the public amenities within Martin Island Linwood Lakes Regional Park. This park is more than 700 acres and provides access to three lakes. The regional park and surrounding communities will directly benefit from this project through increased safe access to Island Lake Beach, Camp Salie County Group Camp, and the Martin Lake Boat Launch. All of these unique areas create a lively tourist attraction that brings people from neighboring counties to Linwood Township. Lastly, Martin Lake Road provides access to the only public boat access for Martin Lake. Martin Island Linwood Lakes Regional Park sees more than 220,000 visitors annually according to the Anoka County Park Department in their attached letter of support. With a newly reconstructed road, the number of visitors could increase to the park.

E: Project Readiness and Ability to Maintain

Estimated Construction Year	2025

Are there railroad impacts (RR crossing or RR tracks within 600’ of the project)?	No RR xings or tracks within 600'
What is the status of the engineering and design work on the project?	Design work not started
Engineering Design	Design will start in 2024 and construction completed in 2025. A detailed schedule is attached to this application.
Has this project been selected for federal funding?	No
Is Right of Way acquisition required?	ROW acquisition underway
RR impacts - Copy - Copy	Very little right-of-way acquisition is foreseen. The reconstruction project is anticipated to be within the 66' of existing right-of-way. If right-of-way is required in areas, the Township staff and its consultants are available to acquire the necessary easements in a timely manner.
Describe the local agency’s or Tribal agency’s ability to adequately provide for the safe operation and maintenance of the facility upon completion.	Linwood Township has the proper equipment, resources, and full-time maintenance staff to maintain 227th Avenue/Martin Lake Road once the project is completed. Linwood Township routinely performs maintenance on its road system with its full-time staff or through contractors. Routine maintenance includes crack filling, patching, storm sewer cleaning, tree trimming, and snow plowing.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).	A 4-foot shoulder will be part of the project to aid in the protection and safety of pedestrians and bicyclists. The 4-foot shoulder will allow pedestrians and bicyclists in adjacent neighborhoods to access Anoka County Martin Island Linwood Lakes Regional Park, Broadbent Park, the Linwood Senior Center, and the Linwood Townhall.

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request	1445000
Total Project Cost	1445000
Are funds from all sources committed?	Yes

H. Attachments

At least one project location map with routes and project termini labeled	https://www.formstack.com/admin/download/file/15616301579

Engineer’s Estimate/scoping level cost estimate with an itemized breakdown	https://www.formstack.com/admin/download/file/15616301580
Project schedule	https://www.formstack.com/admin/download/file/15616301581
For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount.	https://www.formstack.com/admin/download/file/15616301582
Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified in section “Project Selection” in the solicitation guide (required for applications by townships and cities under 5,000 population).	https://www.formstack.com/admin/download/file/15616301583
Letters of concurrence or support. (If you have multiple letters, please merge them into one file and upload here).	https://www.formstack.com/admin/download/file/15616301584

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION 2026-05

Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SAP 002-592-001

WHEREAS, **Linwood Township** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **$1,184,308.50** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that *Linwood Township* does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper Township officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

This Resolution was declared duly passed and adopted by the Linwood Township Board of Supervisors and was signed by the Chair and attested to by the Interim Clerk on this 9th day of June 2026.

Approved:_____
Jonn Olson, Chair

Attest: _____
Julie Dahnke, Interim Clerk

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LRIP Grant" - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LRIP" - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LRIP Grant" - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

"Public Entity" - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 G**rant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LRIP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:
Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:
Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

RESOLUTION 2026-05

Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SAP 002-592-001

WHEREAS, **Linwood Township** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **$1,184,308.50** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that *Linwood Township* does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper Township officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

This Resolution was declared duly passed and adopted by the Linwood Township Board of Supervisors and was signed by the Chair and attested to by the Interim Clerk on this 9th day of June 2026.

Approved:_____
Jonn Olson, Chair

Attest: _____
Julie Dahnke, Interim Clerk

Request for Action

Date: June 4, 2026
To: Linwood Town Board
From: PARC
Re: Linwood Parks To-Do List (2026)

Background: The Linwood Parks and Recreation Committee toured all active Linwood parks this spring to check on the condition of each park and determine if there were any needs within each park. Attached is a list of all action items that need to be addressed in each of the parks. Obviously, all of these cannot be completed this year given our budget. The Committee will continue to work out a plan for completion of these items as our budget allows in 2026, with the exception of some of the obvious urgent needs as described below.

Reasons for Approval: The goal of the Parks Committee is to ensure that our parks are safe and enjoyable places for residents and visitors. It is fiscally responsible to perform the maintenance and upkeep before these items get too large or costly to handle, or before they become a significant liability to the Township.

Financial Impact: Undetermined at this time.

Recommendation: At this time the Committee is just making the Board aware of all that needs to be done. There were two parks (Fairway Flyerz and Givens) where there are downed or partially downed trees that should be removed. The Committee will provide further RFA's for handling the other items on this list.

2026 Park To-Do Lists

Fairway Flyerz

2 trees down on hole 2
1 tree down back of hole 6
One board on the bridge that should be tacked down as it's a tripping hazard
we need at least one trash can here
ask Mosquito Control to spray at this part – lots of swamp and prior complaints
excess gravel needs to be spread in parking area – use it to more define the parking lot
brush pile needs to be removed (Lisa H. said she talked to Darryl about this)
Buckthorn should be taken care of here (hopefully with goats) South – use DNR's buckthorn puller if we cannot make use of the goats
sink hole on the path leading to basket on hole #4

Alquist Park

Replace one of the posts in the parking lot
Fix the fence behind home plate – it's pulled away from the bottom
We need weed killer on the infield and/or add more lime
Repair the fenceline – there are two spots where someone hit it and the top poles are bent and could be a hazard
Master Gardeners may be able to build a rain garden in the low area by the sign
Fix the bird house on the sign
The back corner wall on the playground needs to be repaired
There is buckthorn at this park as well
Under the swings may need mulch redistributed
signs are faded and should be replaced

Givens Park

several tree down in this park
There are a few wiggly posts in the parking lot
Could we use basketball court for pickleball (would need fence and striping)
Replace pea gravel with wood chips except area around 'digger'
need a strap/harness/belt for the ADA swing so others can use (all ADA swings in all of the parks need this)

Boettcher

parking lot needs to be drug to make it level
damaged adult exercise equipment needs to be removed or repaired [check into Bauer Brothers – they may remove for free and recycle]

Can the township consider some type of axel-weight limitation signage to parking lots - can LE patrol and let drivers know to use paved parking lots for breaks/bathrooms
Add temporary parking curb to help curb commercial vehicles and help with correct parking
add class 5 where gravel meets tar apron
plant trees along west side of park near road

Olympic Green
There is a large crack in the basketball court that should be repaired before it gets bigger
There are gophers here we should trap/remove
We need to move some of the ADA mats by the swing (there's a gap between edge & 1st mat)
long term goal would be to move playground down to basketball area and turn the "hill" back into natural meadow/prairie
if we can schedule goats – this would be a good park to use them on (sandburs+more?)
We need a trash can at this park

Playful Shadows
There are gophers at this park in the playground area
There is grass growing in the mulch – can we add more
ADA swing needs harness/belt
downfall in the wooded area should get cleaned up
This park would be good for a 'natural playground'
there is a pile of wood chips next to woods

Martin Shores
The park bench is cracked and should be repaired/replaced
solar fountain for the holding pond to try to help with mosquito control
shore cleanup?
road & bridge help with costs? Was put there against county code, but still done so to protect our taxes – can R&B help with cost for fountain/filtration plants
Talk with DNR about what filtration plants to put in to further help with filtration
plant around edges to prevent anyone going in it
put sand to help loading kayak/paddleboard type activity

Four Seasons
There is a picnic table here that should be removed-top over wheelchair area is cracked

Coating on top of the skate park obstacles is peeling and should be repaired/replaced
figure out why hockey lights don't work
parking lot needs to be graded
try to control poison ivy along south side fence (goats?)

Broadbent
parking lot cement "slabs" should be put back into place after snowplow
Tennis court net on north side is west side is missing a string
"play at your own risk" signs should be replaced
turn on irrigation at Broadbent regularly to try to help with condition of grass
repair tennis court cracks
sign under pavilion with other parks/address or point to township website (potential scout project)

Request for Action

Date: June 4, 2026
To: Linwood Town Board
From: PARC
Re: PARC Survey to Residents

Background: The Linwood Parks and Recreation Committee would like to post a survey to Linwood residents about their use of our parks to help the Committee gain insight about how the community uses our parks, things they like, dislike, etc. We would also like to "host" small activities in the parks to encourage people to gather and use our parks, especially people that may not already be enjoying our parks.

Reasons for Approval: Getting resident input will allow us to make better choices on changes or additions to our parks that would increase the usage of our beautiful parks. By hosting small, no-cost activities such as flying kites, a community kickball game, etc. we can hopefully encourage residents to use the parks more while fostering a sense of community.

Financial Impact: None.

Recommendation: We would like access to the "Linwood Township Parks" Facebook Page to post a Google survey, or in the alternative, to advise residents about a survey located on the Township's web page**.** We would like to also be able to post regularly about various parks and activities in the parks so residents are aware of what is available to them. We would like the Board's approval to be able to plan these park activities that do not cost any money freely without prior Board approval each time.

Request for Action

Date: 06/09/2026
To: Linwood Town Board
From: Alicia Morris
Re: Authorization to Post and Facilitate Recruitment for Township Clerk Position

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Background:
The Township Clerk position is currently vacant, creating a need to initiate the recruitment process to ensure continuity of Township operations and statutory responsibilities. The Clerk serves as a key administrative officer of the Township and is responsible for maintaining official records, supporting Township Board meetings, administering elections, managing public notices, coordinating records retention, and providing administrative support to residents, staff, and elected officials.

Staff have updated the Clerk job description to reflect current operational needs and responsibilities. In order to attract qualified candidates and maintain uninterrupted service delivery, staff are requesting authorization from the Town Board to post the position and facilitate the recruitment process in coordination with the Board.

The proposed compensation range for the position is $28.00–$35.00 per hour, depending on qualifications and experience.

Reasons for Approval

1. **Continuity of Township Operations and Regulatory Compliance**
    - Recruiting for the Clerk position is essential to maintaining statutory duties, administrative functions, and day-to-day Township operations.
    - The position provides critical support for Township Board meetings, elections administration, records management, and public communication.
    - Timely recruitment helps ensure continued compliance with state statutes, election laws, records retention requirements, and open meeting requirements while minimizing operational disruptions.
2. **Timely Recruitment of Qualified Candidates**
    - Authorizing the posting allows staff to begin the recruitment process promptly and facilitate candidate evaluations in coordination with the Town Board.
    - Establishing a competitive pay range of **$28.00–$35.00 per hour** will assist in attracting qualified and experienced candidates in the current labor market.

Recommendation
It is recommended that the Linwood Town Board authorize staff to:

- Post and advertise the Township Clerk position.
- Utilize the updated job description as presented.
- Establish a hiring range of $28.00–$35.00 per hour, dependent upon qualifications and experience.
- Facilitate recruitment activities, including application collection, candidate screening, interview coordination, and applicant evaluations in collaboration with the Town Board.
- Present qualified candidates to the Board for consideration and final hiring decisions.

If approved, staff will:

- Advertise the position through appropriate recruitment channels.
- Accept and review applications from qualified candidates.
- Coordinate interviews and candidate evaluations with the Town Board.
- Conduct reference and background checks as applicable.
- Provide candidate information and recommendations to assist the Board in its selection process.
- Support onboarding activities following the Board's hiring decision.

Financial Impact

The financial impact will be the wages and associated employment costs for the Township Clerk position. The proposed pay range of $28.00–$35.00 per hour has been established to remain competitive with comparable municipal positions while supporting the recruitment of qualified candidates. Funding for the position is included within the Township's personnel budget.

Attachments

Town Clerk Position Posting
Updated Town Clerk Job Description

Town Clerk

Position Summary: Linwood Township is accepting applications for a Town Clerk. This role is suitable for candidates seeking either part-time or full-time work; hours can be discussed based on availability and Township needs.

The Town Clerk is the statutory custodian of Township records and is responsible for preparing, maintaining, and preserving official Board documents, ordinances, resolutions, minutes, and other permanent records of the Township. The Clerk administers Township elections, issues licenses and permits, manages public data requests, maintains cemetery records, and provides administrative support to Township boards and committees.

This position requires strong organizational skills, independent judgment, attention to detail, and the ability to work effectively with the public, Township officials, and staff. Work is performed in accordance with Minnesota statutes, Township ordinances, and established policies.

High school diploma or equivalent, supplemented by knowledge of bookkeeping or administrative procedures is required. Previous experience in municipal administration, elections, or public-sector recordkeeping is preferred.

Pay Range: $28.00 - $35.00 per hour based on qualifications, education and experience.

Closing Date: June 30,2026 or until position is filled.

Applicants should submit a cover letter and resume to Coordinator/Treasurer, Alicia Morris, Alicia.morris@linwoodtownship.org. For a copy of the full job description, please email Coordinator/Treasurer, Alicia Morris, Alicia.morris@linwoodtownship.org. If an applicant would like to claim Veteran's Preference Points, additional applicable documentation should be provided.

For information on Linwood Township, visit our website at https://linwoodtownshipmn.gov/.

Linwood Township is an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

LINWOOD TOWNSHIP

ANOKA COUNTY
22817 Typo Creek Drive N.E.
Stacy, Minnesota 55079
(651) 462-2812 • Fax (651) 462-0500

Position Title: Town Clerk

Department: Town Hall Office

Supervisor: Town Coordinator

POSITION SUMMARY

The Town Clerk is the statutory custodian of Township records and is responsible for preparing, maintaining, and preserving official Board documents, ordinances, resolutions, minutes, and other permanent records of the Township. The Clerk administers Township elections, issues licenses and permits, manages public data requests, maintains cemetery records, and provides administrative support to Township boards and committees.

This position requires strong organizational skills, independent judgment, attention to detail, and the ability to work effectively with the public, Township officials, and staff. Work is performed in accordance with Minnesota statutes, Township ordinances, and established policies.

PRIMARY RESPONSIBILITIES

The Clerk is responsible for all job duties contained herein in addition to any other duties assigned by the Town Coordinator.

A. Statutory Clerk Duties (Minn. Stat. § 367.11)

The Town Clerk shall:

1. Act as clerk of the Town Board and keep a true record of all Board proceedings.
2. Have custody of Township records, books, and papers, and file and safely keep all documents required by law to be filed in the Clerk's office.
3. Record minutes of every town meeting and enter all orders, directions, rules, and regulations adopted at such meetings.
4. File and preserve all accounts audited by the Town Board or allowed at a town meeting, and enter a statement of them in the official record book.
5. Record every request for a special vote or special town meeting and properly post all required notices.
6. Post fair copies of all bylaws as required by law, make a signed entry in the records of the time and place of posting, and record in full all ordinances passed by the Town Board in an ordinance book.
7. Furnish to the annual Town Board of Audit all statements from the county treasurer regarding money paid to the town treasurer, along with all fiscal information, accounts, claims, and demands filed with the Clerk.

8. Perform all other duties required by law.

B. Board Administration and Official Records

1. Prepare agendas, meeting packets, and minutes for Town Board meetings.
2. Maintain, index, and preserve permanent Board records, ordinances, resolutions, contracts, and other official Township documents.
3. Ensure proper posting and publication of official notices, public hearings, and meeting schedules.
4. Administer oaths of office and validate official documents.
5. Maintain the official Town seal and ensure its proper use.

C. Election Administration

1. Plan, coordinate, and supervise all Township elections in compliance with state and federal law.
2. Prepare polling places, voting equipment, ballots, and supplies.
3. Train and supervise election judges.
4. Issue and process absentee ballots.
5. Report election results to the Secretary of State.
6. Oversee voter registration functions.

D. Licensing, Permits, and Public Information

1. Issue and maintain records for Township licenses and permits.
2. In consultation with the Town Attorney, respond to public data requests in accordance with the Minnesota Government Data Practices Act.

E. Cemetery Administration

1. Maintain accurate cemetery maps, ownership records, and interment information.
2. Assist the Cemetery Sexton in coordinating with families and funeral homes regarding burials and related documentation.
3. Process cemetery lot sales and ensure proper collection and recording of fees.

F. Board of Appeals and Committee Support

1. Prepare agendas, notifications, and public notices for the Board of Appeals.
2. Attend Board of Appeals meetings and prepare minutes.
3. Serve as, or arrange for, a clerk for Township boards, commissions, and committees.

G. Records Management and Administrative Support

1. Maintain a records retention and destruction system consistent with state requirements pursuant to the Township's records retention schedule and Minnesota Statutes SS 138.17, 15.17, 367.01, 367.11.
2. Maintain Township asset lists and assist with asset disposal processes.
3. Update Township codes, ordinances, and policies following Board action.
4. Provide administrative support to Township staff and officials.
5. Perform any and all duties assigned by the Town Coordinator.

QUALIFICATIONS

Minimum Requirements

1. Knowledge of Minnesota statutes relating to Town Clerks, or the ability to acquire such knowledge quickly.
2. Strong understanding of modern office procedures and equipment.
3. Ability to learn and apply Township ordinances, state regulations, and administrative procedures.
4. Strong written communication and correspondence skills.
5. High school diploma or equivalent, supplemented by knowledge of bookkeeping or administrative procedures.
6. Ability to maintain effective working relationships with Township officials, employees, and the public.
7. Proficiency with computers, including Microsoft Office and other office software.
8. Strong organizational skills and the ability to maintain accurate records and prepare reports.

Preferred Qualifications

1. Experience in municipal administration, elections, or public-sector recordkeeping.
2. Training or certification in election administration.
3. Experience with cemetery record systems or GIS-based mapping tools.
4. Familiarity with the Minnesota Government Data Practices Act and records retention schedules.

COPIES SENT BY: GH

DATE: 7/30/90

TO: Jim Bloemendahl
Steven Hallack
Kim Hennings

GAF 4156

889799

EASEMENT

THIS INDENTURE, made this 9 day of April, 1990, between MELVIN J. PFAFFENDORF AND LUCILLE R. PFAFFENDORF, husband and wife, of the County of Anoka, State of Minnesota, grantors, and STATE OF MINNESOTA, a sovereign body, grantee, herein called the State.

WITNESSETH, that AS A GIFT the said grantors do hereby convey and grant unto the grantee, its successors and assigns, a perpetual easement in land lying and being in the County of Anoka, State of Minnesota, described as follows, to wit:

TRACT I
That part of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) and Government Lot 1 of Section Eight (8), Township Thirty-three (33) North, Range Twenty-two (22) West, Anoka County, Minnesota, described as follows:

A strip of land 16.50 feet (1 rod) in width, lying westerly of, parallel with, adjacent and contiguous to the following described line: Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence on an assumed bearing of North 87° 55' 40" West along the north line of said Northwest Quarter of the Northeast Quarter 1320.00 feet (80 rods); thence South 02° 04' 20" West 66.00 feet to the point of beginning of the line to be described; thence continuing South 02° 04' 20" West 363.00 feet to Point "A", said Point "A" being 429.00 feet (26 rods) south of, measured at right angles to, the north line of said Northwest Quarter of the Northeast Quarter; thence continuing South 02° 04' 20" West 33.00 feet and there terminating.
ALSO, a strip of land 33.00 feet (2 rods) in width, lying southerly of, parallel with, adjacent and contiguous to the following described line: Beginning at the above described Point "A"; thence South 87° 55' 40" East, parallel with and 429.00 feet (26 rods) south of the north line of said Northwest Quarter of the Northeast Quarter, a distance of 1340.22 feet to a line which bears North 79° 01' 45" West from Point "B", described below; thence South 79° 01' 45" East 158.56 feet to the westerly right-of-way line of County Road 85 as shown on Anoka County Right-of-Way Plat No. 5, a plat of record and there terminating.

LOCATION OF POINT "B"
Commencing at the northeast corner of said Section 8; thence on an assumed bearing of North 87° 55' 40" West along the north line of said Section 8 a distance of 884.00 feet to the center line of the former township road as formerly laid out and traveled; thence South 32° 50' 00" West along the center line of said road a distance of 534.70 feet to Point "B".

TRACT II
That part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 33 North, Range 22 West, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said Northwest Quarter of the Northeast Quarter; thence on an assumed bearing of North 87° 55' 40" West along the north line of said Northwest Quarter of the Northeast Quarter 1320.00 feet (80 rods) to the point of beginning; thence South 02° 04' 20" West 66.00 feet; thence North 87° 55' 40" West 51.17 feet, more or less, to the west line of said Northwest Quarter of the Northeast Quarter; thence northerly along said west line 66.00 feet to the northwest corner of said Northwest Quarter of the Northeast Quarter; thence South 87° 55' 40" East along

DNR DOC #WMA 000 1015

ACQ. # 107800
PARCEL 1 UNIT NO. WMA 01461
PROJECT Gordy/Mitchelson WMA
COUNTY ANOKA

the north line of said Northwest Quarter of the Northeast Quarter 52.31 feet to the point of beginning.

TRACT III
The South 33.00 feet of the North 66.00 feet of the Northwest Quarter of Section 8, Township 33 North, Range 22 West, Anoka County, Minnesota

For the following described purposes:

a. Vehicle Access: The perpetual right of ingress and egress for public access over and across the above described Tract I..

b. Parking Lot: The perpetual right to construct and maintain a parking lot for use by the public on the above described Tract II.

c. Non-Vehicular Access: The perpetual right of ingress and egress for a non-vehicular access by the public over and across the above described Tract III.

d. Management Access: The perpetual right of ingress and egress for vehicle access by the grantee, its employees and agents only, over and across the above described Tract III.

Subject to:

1. The State agrees to pay the cost for all construction and maintenance of said access and parking lot and to repair any damages caused by its use.

2. The State shall have the right to remove trees and brush and perform grading and filling necessary to provide access under the terms of this easement.

3. Both parties agree that the public access provisions described in the above Tract III are for walking access only and that motor vehicles, including snowmobiles and all-terrain vehicles, shall be prohibited. This restriction shall not apply to State employees and their agents when performing management and enforcement duties related to this easement or adjacent State lands.

4. The State shall have the right to post the access and parking lot with signs identifying it as a public access and prohibiting motor vehicle use where necessary.

5. The State shall have the right to construct barrier gates on the access easement to regulate or prohibit public entry. The grantors shall be provided with access through said gates.

6. The State shall fence and/or post the boundaries of said access easement and parking lot.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the said grantors have hereunto set their hands the day and year first above written.

Melvin J. Pfaffendorf
MELVIN J. PFAFFENDORF

Lucille K. Pfaffendorf
LUCILLE K. PFAFFENDORF

STATE OF MINNESOTA)
) ss.
COUNTY OF Chisago)

The foregoing instrument was acknowledged before me this 9 day of April, 1990, by MELVIN J. PFAFFENDORF AND LUCILLE K. PFAFFENDORF, husband and wife.

Lavonne M. Swenson
Notary Public

This instrument was drafted by:

BRUCE A. SPECKTOR
Special Assistant
Attorney General
Suite 200
520 Lafayette Road
St. Paul, Minnesota 55155

LAVONNE M. SWENSON
NOTARY PUBLIC-MINNESOTA
CHISAGO COUNTY
My Commission Expires June 28, 1991

G&F 4156

CERTIFICATE OF ACCEPTANCE

I, JOSEPH N. ALEXANDER, Commissioner of Natural Resources of the State of Minnesota, pursuant to the authority vested in me by law, do hereby, in behalf of said State, accept the foregoing conveyance made by Melvin J. Pfaffendorf and Lucille K. Pfaffendorf, husband and wife, to said State, dated April 9, 1990, as a gift of an easement interest in lands therein described, to be used for conservation purposes.

Dated at St. Paul, Minnesota, this 11 day of Apr., 1990.

JOSEPH N. ALEXANDER
Commissioner of Natural Resources

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 11th day of April, 1990, before me, a notary public within and for said County and State, personally appeared JOSEPH N. ALEXANDER, Commissioner of Natural Resources of the State of Minnesota, to me personally known, who, being duly sworn by me on oath, did say that he is the person who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

Notary Public

Karen L. Singer
NOTARY PUBLIC — MINNESOTA
RAMSEY COUNTY
My commission expires May 16, 1991

889799

COPY

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA, COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office for record
on the APR 19 1990
10 o'clock A M., and was duly recorded
TED J. OMDAHL
County Recorder
By GRETA KAY EGE
Deputy

A11158 Tibbetts

Glenn Barrott & School Forest Property Easement Agreement

1909381

EASEMENT AGREEMENT

05-33.22-12.0008
13.0001

THIS EASEMENT AGREEMENT is made and entered into this 25th day of March, 2004, by and between the Town of Linwood, a public corporation under the laws of the State of Minnesota, ("Town") and Glenn F Barrott, a single man ("Barrott").

WHEREAS, Linwood is seized of an estate in fee simple in a tract of land situated in the County of Anoka, State of Minnesota, (the "servient tenement") described as follows.

That part of the Northwest Quarter of the Northeast Quarter of Section 5, Township 33, Range 22, Anoka County, Minnesota, described as follows

Commencing at the Northeast corner of said Section 5; thence South 0 degrees, 00 minutes, assumed bearing, along the East line of said Section 5, a distance of 1268 56 feet to the Northerly right-of-way line of County Highway No 26, as now laid out and traveled; thence South 86 degrees, 10 minutes, 15 seconds West, along said Highway line, a distance of 1957 feet to the point of beginning, thence North 0 degrees, 10 minutes, 15 seconds West, along a line to be hereinafter known as "Line A", to the north line of said Northwest Quarter of the Northeast Quarter, and said "Line A" there terminating, thence westerly along said north line to the northwest corner of said Northwest Quarter of the Northeast Quarter, thence South on the West line of said Northwest Quarter of Northeast Quarter to the Southwest corner of the said Northwest Quarter of Northeast Quarter; thence Easterly along the South line of said Northwest Quarter of Northeast Quarter for 660 feet, thence Northerly to the point of beginning

Lying west of a line 300 00 feet west of and parallel with said "Line A" and its southerly extension and lying southerly of the center line of County State Aid Highway No 26, as the same is now laid out and traveled Subject to County Highway No 26 as now laid out and traveled Subject to other valid easements, if any.

and

That part of the Southwest Quarter of the Northeast Quarter of Section 5, Township 33, Range 22, Anoka County, Minnesota, lying Westerly of the East 990 feet of said Southwest Quarter of the Northwest Quarter, except road, and

WHEREAS, Barrott is seized of an estate in fee simple in a tract of land situated in the County of Anoka, State of Minnesota, (the "dominant tenement") described as follows:

The Southeast Quarter of the Northwest Quarter of Section 5, Township 33, Range 22, Anoka County, Minnesota, and

WHEREAS, Linwood has agreed to grant to Barrott, his heirs, successors and assigns, an easement and right of way over a portion of its property above described, and

WHEREAS, Barrott has agreed to grant to Linwood a license to keep and maintain on Barrott's property above described an existing wooden boardwalk owned by Linwood which encroaches onto his property

WITNESSETH, that in pursuance of the said agreements, and the grant of the easement by Linwood and the grant of the license by Barrott, Linwood, does hereby grant, sell and convey to Barrott, his heirs, successors and assigns, the full and free right and liberty, for him, his tenants, servants, visitors and licensees, in common with all others having the like right, at all times hereafter, to pass and repass along the following described easement and right of way, to-wit:

An easement appurtenant being 12 feet wide, 6 feet on either side of the following described lines

Line A

Beginning at a point on the South line of the Northwest quarter of the Northeast quarter of Section 5, Township 33, Range 22, Linwood Township, Anoka County, Minnesota, distant 156 16 feet East of the Southwest corner thereof; thence northerly at an angle of 81 degrees from East to North a distance of 141 feet more or less to the centerline of County Road No. 26 and there terminating,

and

Line B

Beginning at a point on the North line of the Southwest quarter of the Northeast quarter of Section 5, Township 33, Range 22, Linwood Township, Anoka County, Minnesota, distant 156.16 feet East of the Northwest corner thereof, thence southwesterly at an angle of 117 degrees 40 minutes as measured from East to South a distance of 205 47 feet, thence deflecting to the right at an angle of 16 degrees 55 minutes a distance of 115 70 feet to the West line of said Southwest quarter of Northeast quarter at a point 265 34 feet Southerly of the Northwest corner thereof, and there terminating

The easement described may be maintained and improved with gravel and similar fill to keep it in passable condition, but the easement may not be covered with any material impervious to water such as a bituminous or concrete surface

WITNESSETH FURTHER, that in pursuance of the said agreements, and the mutual grants by the parties hereto, Barrott does hereby grant, sell and convey to Linwood the license to keep and maintain, for the term of its natural useful life, the existing wooden boardwalk owned by Linwood which encroaches onto Barrott's property above described (the dominant tenement), including the right to enter onto Barrott's property from time to time for the purpose of maintaining and repairing the boardwalk as necessary to keep it in a safe, passable condition but (without extending its natural useful life)

To have and to hold the easement and right of way and the license hereby granted unto the respective parties, their heirs, successors and assigns, as appurtenant to the said lands of the parties hereto

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

day and year first above written

TOWN OF LINWOOD

By Melvin Pfaffendorf
The Chairman of its Town Board

And Judith K Hanna
Its Town Clerk

Glenn Barrott
Glenn Barrott

STATE OF MINNESOTA)
)ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 25th day of March, 2004 by Melvin Pfaffendorf and Judith K. Hanna the Chairman of its Town Board and Town Clerk of Linwood, a public corporation under the laws of the State of Minnesota, on behalf of the corporation

Pamela F Palmer
NOTARY PUBLIC

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)
PAMELA F PALMER
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My Commission Expires Jan 31 2005

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this 25th day of March, 2004, before me, a Notary Public, within and for said County personally appeared GLENN BARROTT, a single man, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed

Pamela F Palmer
NOTARY PUBLIC

DRAFTED BY:
Gerald M Randall
Randall, Dehn & Goodrich
2140 Fourth Avenue North
Anoka, MN 55303

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)
PAMELA F PALMER
NOTARY PUBLIC - MINNESOTA
ANOKA COUNTY
My Commission Expires Jan 31 2005

Pfaffendorf Easement for Linwood Elem: Children to Cross this property on way to School Forest

Signed 3/1/94 Dennis Sullivan Dist. Rep. by Melvin R. Lucy of the Pfaffendorf-Sellus and 7.28 acres

LEGAL DESCRIPTION

I. Property to be developed for school facilities:

That part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 33, Range 22, Anoka County, Minnesota, described as beginning at the intersection of the West line of said Northwest Quarter of the Northeast Quarter of Section 8 and the North line of the South 330.00 feet of said Northwest Quarter of the Northeast Quarter of Section 8; thence North 6 degrees 24 minutes 44 seconds East, assumed bearing, along said West line of the Northwest Quarter of the Northeast Quarter of Section 8 a distance of 285.78 feet to the North line of the South 615.00 feet of said Northwest Quarter of the Northeast Quarter of Section 8; thence South 87 degrees 49 minutes 45 seconds East, along said North line of the South 615.00 feet of the Northwest Quarter of the Northeast Quarter of Section 8, a distance of 943.65 feet; thence South 37 degrees 15 minutes 36 seconds East a distance of 239.52 feet; thence South 75 degrees 02 minutes 55 seconds East a distance of 226.02 feet to the Westerly line of Anoka County Highway Right-of-Way Plat No.5, according to the recorded plat thereof, said Anoka County; Thence South 33 degrees 59 minutes 56 seconds West, along said Westerly line of Anoka County Highway Right-of-Way Plat No. 5, a distance of 54.58 feet to the most Westerly corner of said Anoka County Highway Right-of-Way Plat No. 5; thence South 37 degrees 37 minutes 18 seconds West a distance of 4.45 feet to said North line of the South 330.00 feet of the Northwest Quarter of the Northeast Quarter of Section 8; thence South 87 degrees 49 minutes 45 seconds East along said North line of the South 330.00 feet of said Northwest Quarter of the Northeast Quarter of Section 8 a distance of 1305.97 feet to the point of beginning.

II. Easement for property described as follows:

A perpetual nonexclusive easement for pedestrian purposes for students and staff of Linwood Elementary School to access the Linwood School Forest over, under and across the west 15.00 feet of that part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 33, Range 22, Anoka County, Minnesota, lying northerly of the north line of the south 615.00 feet of said Northwest Quarter of the Northeast Quarter of Section 8, for the benefit of the property to be developed for school facilities described in Paragraph I above. Such easement may be relocated at the mutual agreement of Seller and Buyer, and their respective successors and assigns, if such relocation becomes necessary due to the development of Seller's remaining adjacent property.

Exhibit A

DATE OF CLOSING

For purposes of the Purchase Agreement, dated ~~February~~ MARCH 1, 1999, between Melvin Pfaffendorf and Lucy Pfaffendorf and Independent School District #831, "Date of Closing" shall be defined as follows:

"The tenth business day following receipt by Buyer of all governmental approvals required by Buyer to be able to proceed with its desired development of the property."

Exhibit B