LINWOOD TOWNSHIP

ANOKA COUNTY
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AGENDA
Town Board Meeting
Tuesday, August 13, 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 Claims List for Approval: 39558-39586 Total: $113,359.30
6.2 Payroll for Approval $12,300.94
6.3 Second Quarter Fire Report
6.4 RSE – Fontana Tree Emergency Removal

7. NEW BUSINESS

7.1 RFA – Redefining Where to Mow at Fairway Flyerz – Dot Forbord
7.1.1 Fairway Flyerz Mowing Recommendations
7.1.2 Udisc Images
7.2 RFA – Garbage Cans at Four Seasons – Dot Forbord
7.3 Flock/ALPR Petition Discussion – Sam Cole
7.3.1 RFA – Flock/ALPR Petition
7.4 Resignation Joe Dolphy Jr.
7.5 Signs in Right of Way SOP – Jonn Olson
7.5.1 RFA – Sign SOP

7.5.2 SOP for Signs in ROW 2026-8-13

7.6 Padlock Policy – Jonn Olson

7.6.1 RFA – Padlock Policy

7.6.2 Padlock Policy 2023-8-13

7.7 Irrigation System Maintenance and Repairs – Jonn Olson

7.7.1 RFA – Irrigation Systems Resolution 2026-12

7.7.2 General Conflict of Interest Resolution – Jonn Olson

7.8 Public Works Training

7.8.1 Forest Lake Group 2026-2027 Schedule Public Works Training

7.8.2 Public Works Training Email

7.9 RFA – Transition from Interim Clerk to Office Assistant – Alicia Morris

8. OLD BUSINES

8.1 Rejoin the Lower St. Croix Partnership – Jonn Olson

8.1.1 RFA – Lower St. Croix Partnership

8.1.2 2026-6-23 Memo to SRWMO communities with JPA (1)

8.2 Planning & Zoning Committee Seat Terms

8.2.1 Application for James Garrison

8.2.2 Application for Tyler Beck

9. UPCOMING MEETINGS

9.1 Town Board Monthly Workshop – September 1, 2026 at 5:30PM

9.2 Town Board Workshop – August 25, 2026 at 5:30PM

9.3 PARCs – August 17, 2026 at 6:00PM

9.4 Planning & Zoning – August 18, 2026 at 6:00PM

9.5 School Forest – August 31, 2026 at 5:00pm

The next Regular Town Board Meeting is scheduled for August 25, 2026 at 6:30PM

10. ADJOURNMENT

ACEIT™

ANOKA COUNTY
ELECTION
INTEGRITY TEAM

Why Were the Federal EAC Marks of Certification Removed from Anoka County's Electronic Voting System in April of 2020 and What Does This Mean?

August 3, 2026

Introduction

One of the duties and burdens of citizenship in a representative form of government is that citizens must necessarily, and vigilantly, research for themselves, and make their own informed determination as to whether the individuals who were elected to represent and lead them, are faithfully performing their jobs, and acting in The People's interest by dutifully preserving the rights and liberties of The People who they were entrusted to protect from the tyranny of the state, and to whom they swore an oath to preserve the uniquely American ideals established in our founding documents. Thomas Jefferson is commonly attributed as stating that "eternal vigilance is the price of liberty". A more modern, but similar, sentiment was engrained into the American ethos by former President Ronald Regan with his famous words... "trust but verify".

Because the will of The People, in selecting whom they wish to represent them, is now facilitated through the use of highly complex, and inherently opaque "black box" electronic voting systems, as well as the fact that the many of the meaningful transparency provisions, once available to the public to monitor and validate the legitimacy of elections (using these "black boxes") have recently been statutorily removed from them (such as Cast Vote Records – CVRs for example), coupled with the fact that the citizens of Anoka County are now statutorily required to utilize[1] (and now blindly trust) these complex electronic voting systems, it is more important than ever that The People take every measure still available to them, to attempt to validate and evidence (or verify to use Regan's expression) that these electronic voting systems have at the very least, been federally tested and certified to be in conformance with the minimum federal standards (embodied in the Voluntary Voting System Guidelines – VVSG), and confirm that the federal testing and certification claims being made by the state and county can be evidenced as valid.

This is particularly important when miscommunications and discrepancies arise around such important topics as federal testing and certification of the voting systems used throughout the State of Minnesota, and particularly in Anoka County.

It is the hope of the Anoka County Election Integrity Team (ACEIT) that you, our locally elected representatives, will agree to partner with The People to bring transparency and clarity to these issues. Asking (or requiring The People) to just "trust" our government entities, without any meaningful receipts or public audit, is no longer acceptable in an environment and culture that has become hostile to the founding principles of our country and the ideals of individual freedoms and God-given inalienable rights.

The Anoka County Board of Commissioners, being the foremost line of defense, directly answerable to The People of Anoka County, is uniquely positioned in a legally authoritative position to bring to bear the resources of Anoka County government with regard to the oversight and management of Anoka County's election system and administrative/management process; as wells as possessing a higher level of standing with the Minnesota Secretary of State's Office (than The People individually possess), thus being better positioned to be able to more quickly and transparently address matters of urgent public interests related to the electronic voting system used by citizens and voters of Anoka County.

The fact that the federal EAC Marks of Certification (i.e. the stickers that certify and evidence that a voting system has been federally tested, by an EAC accredited testing laboratory, and confirmed to be in conformance with the minimum federal voting system requirements) were required to be removed from the Anoka County voting system in April of 2020, without any discernable public notification, is of great concern given the inherent civil rights interests of The People, and the sanctity of their votes, particularly given the current climate of public distrust in electronic voting systems due to their inherent and significant vulnerabilities to external intrusion and influence.

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[1] MN Statute 206.58 (Authorization for Use), Subd. 3(a) - *"The governing body of a county may provide for the use of an electronic voting system in one or more precincts of the county at all elections. Once a county has adopted the use of an electronic voting system in one or more precincts, the county must continue to use an electronic voting system for state elections in those precincts."*

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For this reason, and because of persistent and ongoing federal certification claims made by Anoka County and its election officials, we are requesting that the Anoka County Board investigate the established federal non-conformance of the Anoka County voting system (ES&S EVS 6.0.7.0) with the minimum federal standards for voting system, and provide legitimate and acceptable evidence to the citizens and voters of Anoka County supporting the federal testing and certification claims begin made with regard to EVS 6.0.7.0, with all such germane evidence made plainly visible to The People of Anoka County for examination.

In the event that this were to prove too complex or difficult a task for the Anoka County Board (or staff) to undertake, would this then not exemplify precisely why the use of highly complex, "black box" electronic voting systems, which are virtually impossible for government leaders or the general public to either understand or audit in any meaningful way (particularly when statutorily prevented from doing so), and inherently require "blind trust" in an unaccountable "technical class" of individuals to operate and administrate a system that sits directly in between the will of The People (embodied in their legitimately cast votes) and the interpretation of their will (embodied in the purported election results), is a recipe for tyranny and an afront to individual liberty and the very foundation of our constitutional republic (being self-governance)?

"I regard it as completely unimportant who in the party will vote and how, but it is extremely important who will count the votes and how." This unsettling statement was attributed to Marxist dictator Joseph Stalin by his former personal secretary Boris Bazhanov.

Whether these words were actually spoken by Stalin or not is inconsequential; as they personify the vivid reality in which we find ourselves today, and serve as a profound warning to any who wishes to protect and defend their God-given freedoms and liberties from any aspiring tyrants, present or future.

The People of Anoka County deserve to know the truth about the Anoka County voting system.

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A History of Federal Testing & Certification Claims by the MN SOS & Anoka Co.

The Minnesota Secretary of State, and the Anoka County elections department, have long-claimed that the electronic voting systems used in Minnesota elections, including the one used by Anoka County, have been federally tested and certified, as promoted on their department websites, and in public statements as exemplified below.

Note: You can view the actual web page or article containing the quoted text using the provided QR code(s).

Minnesota Secretary of State Website

Election Security Measures – Election Equipment
"Election equipment, like ballot-marking devices and ballot tabulators, are certified by federal and state experts to ensure accuracy and security." [All emphasis added]

Minnesota Election Facts – Election Equipment
"Election equipment, like ballot-marking devices and ballot tabulators, are certified by federal and state experts to ensure accuracy and security. Additionally, local election officials are required to securely store this equipment and test it before every election. More detailed information on the certification, storage, and testing of equipment is available on our Voting Equipment webpage." [All emphasis added]

Voting Equipment – Certification
"Before being certified for use in Minnesota, all voting equipment must be tested and certified by test labs accredited by the U.S. Election Assistance Commission and undergo detailed additional testing by the Office of the Minnesota Secretary of State." [All emphasis added]

Anoka County Elections & Voter Registration Website

Election Integrity & Security
"Anoka County uses the ES&S Digital Scan 200 (used at polling places) and the Digital Scan 450 & 850 (used for central counting of absentee ballots) to count and tabulate ballots. ES&S is one of three vendors with ballot counters that have been tested and certified by test labs accredited by the U.S. Election Assistance Commission and tested and certified by the Office of the Minnesota Secretary of State for use in Minnesota elections." [All emphasis added]

Voting Equipment - Ballot Counters - Compliance
"Usability, accessibility, and security enhancements comply with the Federal 2005 Voluntary Voting Systems Guidelines." [All emphasis added]

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Media Published Claims

Isanti-Chisago County Star Article by Bill Stickels III Published July 10, 2024
'Minnesota's election system is secure, accurate, and fair'

"Before any electronic voting system is used in the state, it must be tested and certified by a lab that is accredited by the Federal Elections Assistance Commission" - Minnesota Secretary of State Deputy Elections Director Paul Linnell [All emphasis added]

Continuation of Article...
"After a machine is certified federally, the state will then need to certify it. This process includes going over the federal testing, plus another round of testing by the Secretary of State's Office to ensure it is accurate based on Minnesota election laws." [All emphasis added]

Alpha News Article by Liz Collin Published July 9, 2024
'We are election verifiers': Anoka citizen group makes progress on local election reform'

"Minnesota has used ballot tabulators for decades. This equipment is certified by federal and state experts, ..." – Communications Director for MN Secretary of State Steve Simon [All emphasis added]

Overview of the Federal Testing & Certification of Electronic Voting Systems

On January 23, 2002, Congress passed the Help America Vote Act (HAVA) which established the federal U.S. Election Assistance Commission (EAC). HAVA mandated the EAC to provide certification, decertification, and recertification of voting systems, as well as the accreditation of voting system testing laboratories, as a means of establishing uniform national standards and procedures for the testing and certification of Electronic Voting Systems (EVSs).

To this end, the EAC created the federal Voting System Testing & Certification Program (or EAC Certification Program) which is guided by the following three key procedural and standards documents.

Note: You can view the respective EAC Program manual(s) using the provided QR code(s).

The **Voting System Test Laboratory Program Manual (TLPM)** specifies the procedural requirements of the EAC voting system Laboratory Accreditation Program. Although participation in the program is voluntary, adherence to the program's procedural requirements is mandatory for participants. This manual is to be read in conjunction with the EAC Voting System Testing and Certification Manual. Minnesota invokes version 2.0 of the TLPM with regard to the EVS used by Anoka County.

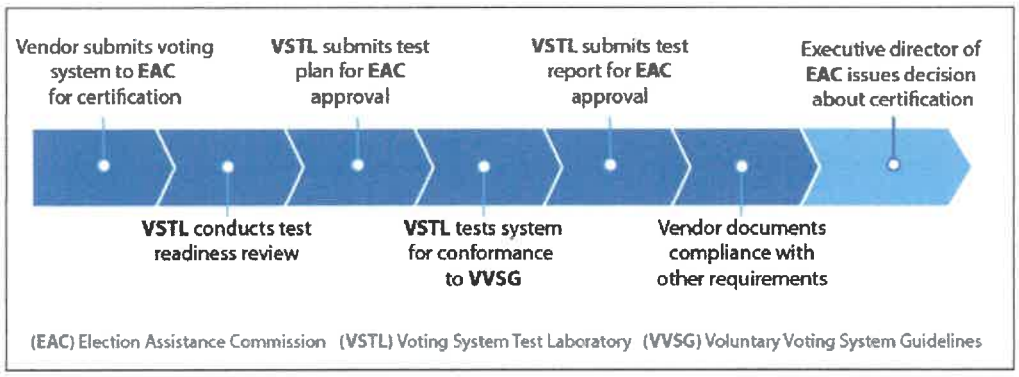
The **Testing & Certification Program Manual (TCPM)** specifies the procedural requirements of the EAC Voting System Testing and Certification Program. Although participation in the program is voluntary, adherence to the program's procedural requirements is mandatory for participants. Minnesota invokes version 2.0 of the TCPM with regard to the EVS used by Anoka County.

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The **Voluntary Voting System Guidelines (VVSG)** specifies the functional requirements, performance characteristics, documentation requirements, and test evaluation criteria for the national certification of voting systems. The VVSG (invoked under appliable MN statute and defined as being the 2005 VVSG on the state certification of EVS 6.0.7.0) explicitly defines the requirements for conformity with the VVSG.

Following is a diagram that provides a high-level overview of the EAC's federal Certification Program process.

Figure 2. Process for Certifying Voting Systems to the Voluntary Voting System Guidelines



Source: CRS, based on review of EAC, *Voting System Testing and Certification Program Manual Version 3.0*, November 15, 2022, at https://www.eac.gov/sites/default/files/TestingCertification/Testing%20and%20Certification%20Program%20Manual%20Version%203.0%20(2).pdf.

EAC Requirements for Marking Federally Tested & Certified Voting Systems

Following are some key concepts, requirements and definitions, presented within the EAC Certification Program procedural and standards body of knowledge, related to federal marking requirements for Electronic Voting Systems that have been federally EAC tested by an EAC accredited Voting System Testing Laboratory (VSTL), and certified by the EAC as being in conformance with the minimum voting system standards embodied in the Voluntary Voting System Guidelines (VVSG).

TCPM (v2.0) Section 3.2.3 (Significance of an EAC Certification)

EAC certification is an **official recognition** that a voting system **(in a specific configuration or configurations) has been tested** by a VSTL **to be in conformance with** an identified set of **Federal voting standards** [i.e. VVSG]. **[All emphasis added]**

TCPM (v2.0) Section 5.1 (Grant of Certification - Overview)

The grant of **certification** is the **formal process** through which the **EAC acknowledges** that a **voting system** has successfully **completed conformance testing** to an appropriate set of standards or guidelines.

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...

Manufacturers with **certified voting systems** are responsible for ensuring that each system it produces is **properly labeled as certified**. **[All emphasis added]**

TCPM (v2.0) Section 5.11 (Certification Document)

A **Certificate of Conformance** will be provided to Manufacturers for **voting systems** that have **successfully met the standard of the EAC Certification Program**. The document will serve as the **Manufacturer's evidence that a particular system is certified to** a particular set of **voting system standards**. The EAC certification and certificate **apply only to the specific** voting system **configuration(s) identified, submitted and evaluated under the Certification Program**. Any **modification to the system not authorized by the EAC will void the certificate**. The certificate will include the product (voting system) name, the specific model or version of the product tested, the name of the VSTL that conducted the testing, identification of the standards to which the system was tested, the EAC certification number for the product, and the signature of the EAC Executive Director. The **certificate will** also **identify** each of the various **configurations** of the voting system's components **that may be represented as certified. [All emphasis added]**

TCPM (v2.0) Section 5.15 (Mark of [Federal] Certification Requirement)

Manufacturers shall post a Mark of Certification (Mark) **on all EAC-certified voting systems produced**. This mark or label must be securely attached to the system before sale, lease, or release to third parties. **[All emphasis added]**

The EAC Mark [of certification] must be displayed as follows:

TCPM (v2.0) Section 5.15.1

The Manufacturer **may use only the Mark of Certification that** accurately **reflects the certification held by the voting system as a whole**. The certification of individual components or modifications shall not be independently represented by a Mark of Certification. In the event a system has components or modifications tested to various (later) versions of the VVSG, the system shall bear only the Mark of Certification of the standard to which the system (as a whole) was tested and certified (i.e. the lesser standard). Ultimately, a voting system shall only display the Mark of Certification of the oldest or least rigorous standard to which any of its components are certified. **[All emphasis added]**

TCPM (v2.0) Section 5.15.2

The **Mark shall be placed on** the outside of a unit of **voting equipment in a place readily visible** to election officials. The Mark need not be affixed to each of the voting system's components. The **Mark shall be affixed to** either (1) each unit that is used to cast ballots or (2) **each unit that is used to tabulate ballots. [All emphasis added]**

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The image below shows an example of an ES&S Digital Scan 200 (DS200) vote tabulator (like those used by Anoka County), bearing the EAC federal Mark of Certification sticker (denoted by the yellow arrow), which evidences that it has been federally tested by an EAC accredited VSTL and federally certified by the EAC as being in conformity with the applicable VVSG.



TCPM (v2.0) Section 5.15.3

All labels bearing the EAC **Mark of Certification shall be** designed and **applied to voting equipment** so that the labels will remain in place and be clear and legible during the customary conditions of distribution, storage, voting and routine testing and maintenance. **[All emphasis added]**

TCPM (v2.0) Section 5.15.4

If the **EAC determines a voting system is <u>not</u> in compliance with the VVSG**, and the system has already been sold or otherwise distributed **bearing the Mark of Certification**, the EAC shall provide written notice to the Manufacturer. If the Manufacturer fails to take corrective action within 15 days of receipt of such notice, the EAC shall have the right to announce publicly that the voting system may no longer comply with its original certification, and may choose to initiate decertification actions as outlined in Chapter 7 of the Manual, and/or suspension of Manufacturer Registration as outlined in Section 2.6 of the Manual. **Corrective action may include**

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modification of the voting system to bring it into compliance with the VVSG, or **removal of the Mark of Certification** from the product. **[All emphasis added]**

In summary, the EAC Program for the federal testing and certification of Electronic Voting Systems (EVSs) unambiguously establishes the following key principles:

- **EVSs** are **tested and certified using a "system as a whole" philosophy** whereby, the addition or subtraction of any hardware, firmware or software to an EVS (not deemed to be *de minimis* [2] in nature by the EAC) that has been previously federally tested and certified, will inherently VOID the federal certification of the entire EVS. In other words, individual components cannot be exempted/excepted in or out of a federal conformance certification(s).

- **EVSs** that have been successfully **federally tested, and certified by the EAC** as being in conformance with the VVSG, are granted an EAC Certificate of Conformance (to officially evidence the federal certification) and **are required to bear the EAC Mark of Certification sticker** on any vote casting or tabulation equipment. If either the EAC Certificate of Conformance or EAC Mark of Certification are not present on the EVS, this evidences that the EVS has not been federally tested and certified (as configured) as being in conformance with the VVSG.

- An **EAC certification may be issued only by the EAC** in accordance with the procedures presented in the EAC Voting System Testing and Certification Program Manual. **Certifications issued by other bodies** (e.g., the National Association of State Election Directors and State certification programs) **are not EAC certifications**.

Timeline of Key Events Related to the Anoka County Electronic Voting System (EVS)

Anoka County currently utilizes an Electronic Voting System (EVS), purchased from Election Systems & Software (ES&S), originally purchased on 6/24/2013 (EVS 5.1.0.0) and purported (and marked) by ES&S as being federally EAC tested and certified as being in conformance with the 2005 VVSG (as evidenced by EAC Marks of Certification originally present on the DS200 vote tabulators when delivered to Anoka County).

The system has subsequently been updated two different times (moving to EVS 5.3.2.0 in 2018 and 6.0.7.0 in 2020). According to MN Rule 8220.0700 (Reexamination and Recertification of Hardware and Software), "a modification to hardware or software of an electronic voting system which has been certified by the secretary of state must be submitted for reexamination and be recertified under part 8220.0650 unless the modification has been determined to be *de minimis* by an independent testing authority".

For this reason, when changes were made to EVS 5.1.0.0 (via EVS designations 5.3.2.0 and 6.0.7.0), the MN SOS would have been statutorily required to recertify each of the new EVS versions. Following is a timeline of the known key changes to the Anoka County EVS since it was first purchased in 2013.

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[2] TCPM (v2.0) Section 3.4.2 (De Minimis Change – Defined) - *"A de minimis change is a change to a certified voting system's hardware, software, TDP, or data, the nature of which will not materially alter the system's reliability, functionality, capability, or operation. Under no circumstance shall a change be considered de minimis if it has reasonable and identifiable potential to impact the system's performance and compliance with the applicable voting Standard."*

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When EVS 5.1.0.0 was originally sold and delivered to Anoka County, ES&S claimed that the EVS was federally tested and EAC certified as being in conformity with the 2005 VVSG (as required under MN Statute 206.57, subd. 6).

As such, pursuant to the EAC Certification Program Mark of Certification requirements (found under section 5.15 of the TCPM - v2.0), ES&S affixed the obligatory EAC federal Mark of Certification sticker to each of the DS200 vote tabulators delivered to Anoka County, evidencing the ES&S claim that they had been federally certified, as configured (pursuant to TCPM v2.0 Section 3.2.3) with the 3G cellular modems, and as having purportedly been successfully federally tested and found to be in conformity with the 2005 VVSG.

It is worth noting that it appears that, even though Anoka County agreed to purchase the ES&S EVS 5.1.0.0, the MN SOS ultimately did not provide state-certification for that particular EVS, but rather state-certified it as EVS 5.1.1.0. This would appear to indicate that there was a change to the EVS hardware, firmware, and/or software, from the EAC tested and certified version that was originally purchased, necessitating the version change.

It is currently undetermined exactly what the change was that necessitated the versioning change, but the position of the version numbering adjustment suggests that it may have been related to the presence of the modeming capability. If true, this would suggest that the MN SOS was aware, all the back in 2013, that the presence of the modeming capability in the DS200s VOIDED the federal certification of VVSG conformity for EVS 5.1.0.0, requiring the MN SOS to establish a different version than the one that held federal VVSG conformance certification. Without further investigation and evidence, this is only educated speculation.

From the first fielding of EVS 5.1.1.0 for the election(s) being held on November 5, 2013, through January 2020 (with some fielded on EVS 5.3.2.0), it is estimated that a total of 18 different elections (including municipal/school board, precinct caucus, state primary, state general, special, and federal) were conducted on what was claimed, and evidenced (via the EAC Marks of Conformance), as being federally tested and certified (or federally conforming) voting systems.

However, on January 17, 2020 the EAC received a formal complaint alleging that ES&S had made false claims to purchasers of the ES&S voting systems, that utilized DS200 vote tabulators containing cellular modems, when they allegedly implied (via a material omission of fact) that the DS200s with the installed cellular modeming equipment were still federally-conforming (as configured with the cellular modems) and had been federally tested and certified as being in conformity with the 2005 VVSG.

The EAC then initiated a formal investigation into the allegation of false federal testing and certification claims by ES&S (in contravention of TCPM v2.0 Sections 5.14 and 5.15.1) related to the modeming functionality present in the DS200s. Based on the outcome of the EAC's investigation, the EAC issued a letter to ES&S on March 20, 2020 (see Attachment A) informing them that the EAC concluded that ES&S had made "misrepresentation[s] in violation of the EAC's Testing and Certification Program".

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The EAC gave ES&S 15 days from receipt of the letter to take corrective actions and remedy their non-compliance with the EAC Program or face repercussions for their non-adherence to the Certification Program (including potential decertification of the implicated EVSs or suspension of their manufacturer registration).

One of the remedy requirements was that ES&S "Notify current and potential customers who received the misrepresented information that previously was inaccurate". Given that ES&S had customers that had been fielding the federally untested and uncertified (as configured) DS200s in elections for years (falsely bearing the EAC Marks of Certification, relative to TCPM v2.0 Section 5.15.4), the EAC Marks of Certification would necessarily need to be removed from the federally non-conforming DS200s in the event that ES&S (or the purchaser) opted not to remove the federally non-conforming cellar modems and restore the EVS back to the federal Scope of Certification for which it received federal certification.

To this end, on April 3, 2020, ES&S issued a letter to Jake Probst with Anoka County (see Attachment B) to notify the county of the misrepresentation, and to let the county know that "in order to ensure compliance with the EAC Testing and Certification Program, ES&S requests that [the county] remove all such [EAC Certification] stickers from those DS200s which include modem capability".

It is instructive that ES&S seems to have been attempting to thread-the-needle, based on their choice of wording on the customer notification letters, in what appears to be an intentional effort to minimize the severity of their violation of the EAC's Testing and Certification Program, by purporting that the DS200 (vote tabulators) had "been fully certified the by the EAC" while attempting to exclude the "modem capability". Their inference is that the DS200 vote tabulators are still federally tested and certified... except for the modem capability.

To anyone not familiar with the EAC Program, and its "system as a whole" testing and certification methodology and requirements, this might sound reasonable. However, based on the full context of EAC's own Program documentation, there appears to be no such thing as a federally tested and certified system with "exceptions".

Either an EVS has been federally tested and certified (as a whole and "as configured") or it has not. There is no middle ground. The ES&S letter goes on, in the very next sentence to try to have it both ways, and states that they have "made it known to states which allow modeming that the modeming configuration has not been approved by the EAC". In other words, any EVS with the federally non-conforming modeming capability has not been federally tested and certified, even though in the prior sentence they inferred that they were federally tested and certified.

It seems quite reasonable to draw the conclusion that the word play in this letter was crafted in such a manner so as to lead the inexpert reader to believe that there is a credible circumstance in which the EVS (with modeming capability) can still claim federal certification as long as the modem capability is specifically excepted/exempted.

If such an exception/exemption model was a valid option for an EVS that had been federally tested and certified ("as configured" or "as a whole"), the removal of the EAC Mark of Certification would not have been necessary. Anoka County would have simply been provided with an official means of officially addressing the certification exception/exemption of the modeming capability without the need for the EAC Marks of Certification to be removed.

However, the removal of the EAC Mark of Certification had the specific effect of evidencing that the associated EVS (and affected DS200 vote tabulators) had actually never been federally tested (as configured pursuant to TCPM v2.0 Section 5.15.1) all the way back to their original purchase in 2013, and that it had been misrepresented to the voting public as being federally EAC tested and certified for almost 7 years (being fielded for elections in Anoka County an estimated 18 times); all the while actually being federally non-conforming (which means that it did not

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comply with the minimum federal voting system standards represented by the 2005 VVSG) that entire time. That is what the removal of the EAC Mark of Conformance actually means according the EAC's own documentation.

If this wasn't bad enough, given that the EAC Marks of Certification were removed sometime around April 3, 2020 (evidencing that Anoka County's EVS had never been federally tested and certified as configured as being in conformity with the 2005 VVSG), it appears that Anoka County citizens and voters were never made aware that the voting system that they were using was deemed by the EAC to be non-conforming with the minimum federal standards for voting systems (as configured), while the MN SOS and Anoka County Election Management personnel continued to make ongoing claims to the public and voters (as earlier evidenced herein) that all voting systems used in Minnesota elections:

- *"are certified by federal and state experts to ensure accuracy and security."*
- *"before being certified for use in Minnesota,... must be tested and certified by test labs accredited by the U.S. Election Assistance Commission*
- *"have been tested and certified by test labs accredited by the U.S. Election Assistance"*
- *"comply with the Federal 2005 Voluntary Voting Systems Guidelines"*
- *"must be tested and certified by a lab that is accredited by the Federal Elections Assistance Commission"*
- *"is certified by federal and state experts"*

Conclusion

The fact that Anoka County's voting system does not conform (as configured) to the minimum federal standards represented by the 2005 VVSG, as well as the fact that it does not appear that Anoka County citizens and voters were ever made aware of this concerning (retroactive development going all the way back to 2013), is of significant concern and definitely does not foster trust in these "black box" electronic voting systems, which many voting jurisdictions are now statutorily required to use, or in the elected representatives and public officials who purportedly "manage" these complex "black box" electronic voting systems.

Now that the Anoka County Board has been made fully aware (as of July 28, 2026) of these federal testing and certification claim discrepancies (made by both Anoka County and the MN SOS), we are asking the Anoka County Board to do its duty and partner with The People of Anoka County to understand why The People are being statutorily required to utilize federally non-conforming voting equipment in our elections, and also to provide transparency around this matter.

Having to blindly trust one's vote to an electronic system that, as currently configured and fielded, has not only never been federally tested and certified to the minimum federal standard for voting systems, but was officially confirmed to be federally non-conforming by the U.S. Election Assistance Commission four years ago, without informing the citizens and voters of this fact, is just beyond reasonable.

If ever there were ever a constitutionally valid role and duty of government, this most certainly would be one of them. Please let The People of Anoka County know the truth.

ACEIT
ANOKA COUNTY ELECTION INTEGRITY TEAM

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ATTACHMENT A

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U. S. ELECTION ASSISTANCE COMMISSION
VOTING SYSTEM TESTING AND CERTIFICATION PROGRAM
1335 East West Highway, Suite 4300
Silver Spring, MD 20910

March 20, 2020 **Sent via e-mail**

Steve Pearson, Senior Vice President of Certification
Election Systems & Software
11208 John Galt Blvd.
Omaha, NE 69137

Re: DS200 Misrepresentation

Dear Mr. Pearson,

On January 7, 2020, the U.S. Election Assistance Commission (EAC) received a complaint from two organizations, Free Speech for People and National Election Defense Coalition, stating that:

1. ES&S may have violated Sections 5.14 and 5.15.1 of the EAC Testing and Certification Program Manual Version 2.0 by representing or implying that the DS200 with modem configuration is EAC certified when in fact only the DS200 without modem is EAC certified.
2. ES&S also may have violated Section 5.16 by failing to warn purchasers that adding a modem to the DS200 will void the EAC certification of the voting system in its entirety.

The complaint requested that the EAC conduct an investigation, require corrective action, and determine whether to suspend ES&S's manufacturer registration.

On the same day, I requested that ES&S submit all marketing material for all ES&S EAC-certified voting systems by COB on January 10, 2020. ES&S requested to extend the deadline to January 17th due to unavailability of ES&S's marketing manager. ES&S submitted the marketing material, including their response to the complaint, on January 17th. In their response, ES&S stated they have remedied the issue by removing all references in its current corporate marketing materials related to the "optional use" of modems.

I have reviewed the marketing material submitted by ES&S and confirm that ES&S has several documents that state that the DS200 is "fully certified and compliant with EAC guidelines" while also listing a modem as optional. This misrepresentation is in violation of the EAC's Testing and Certification Program. I am pleased that ES&S has taken prompt action to revise their marketing material. In order to be in compliance with our Program, ES&S must take the following corrective actions:

- Provide a plan to remove all misrepresented marketing material from circulation.
- Notify current and potential customers who received the misrepresented information that previous information was inaccurate.
- Distribute the revised information to those same customers.

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In several other documents, ES&S states, "All ES&S tabulation systems are submitted to rigorous and extensive independent test campaigns as part of the Election Assistance Commission's (EAC) Voting System Certification Program." I find this statement to be a misrepresentation since ES&S has state-certified voting systems that have not been tested or certified under the EAC's Program. In order to be in compliance with our Program, ES&S must take the following corrective actions:

- Revise the marketing material to properly represent voting systems that have been certified by the EAC.
- Provide a plan to remove all misrepresented marketing material from circulation.
- Notify current and potential customers who received the misrepresented information that previous information was inaccurate.
- Distribute the revised information to those same customers.

As you are aware, the EAC has the authority to conduct reviews of fielded voting systems to ensure compliance with our Testing and Certification Program. We will conduct reviews of EAC-certified DS200s to ensure that they comply with our Program.

Finally, according to Section 5.15.4 of the Testing and Certification Program Manual, you have 15 days from receipt of this letter to comply with the recommended corrective actions. Failure to comply will result in the EAC publicly announcing that the voting system no longer complies with its original certification, and could include initiating decertification actions and/or suspension of manufacturer registration.

You are a valued stakeholder and I appreciate your proactive and prompt response.

Sincerely,

Jerome Lovato
Director, Voting System Testing and Certification

cc: Mona Harrington, Acting Executive Director
Amanda Joiner, Associate Counsel

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ATTACHMENT B

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Election Systems & Software
MAINTAINING VOTER CONFIDENCE. ENHANCING THE VOTING EXPERIENCE.
EXPERIENCE RELIABILITY SECURITY INNOVATION
11208 John Galt Boulevard · Omaha, NE 68137 USA
Phone: 402.593.0101 · Toll-Free: 1.800.247.8683 · Fax: 402.593.8107
www.essvote.com

April 3, 2020

VIA ELECTRONIC MAIL

Jake Probst
2100 3rd Ave W130
Anoka, MN 55303-2402

RE: Election Systems & Software, LLC ("ES&S") DS200® Marketing Materials

Dear Mr. Probst:

It has recently been brought to our attention that certain ES&S DS200 precinct scanner and tabulator (DS200) marketing materials may contain potential inaccuracies. In prior DS200 marketing materials you may have received from ES&S, ES&S states that the DS200 has been certified by the United States Election Assistance Commission (EAC), while also listing the use of modems as an option for the DS200. Please be advised that the DS200 has been fully certified by the EAC, however the certification does not include modem capability.

Please be advised that it was never the intent of ES&S to state or imply that DS200 modeming capability was EAC certified. Further, ES&S made known to states which allow modeming that the modeming configuration has not been approved by the EAC. As you know, the DS200 has been fully certified and approved by your state for use in your jurisdiction with the use of modems. Your jurisdiction may continue to use the DS200 with modem capability as certified by your state.

In order to avoid any confusion with respect to ES&S' EAC certified voting systems and ES&S' voting systems which allow for the modeming of unofficial results, ES&S has removed all references in its current corporate marketing materials related to the "optional use" of modems. To view updated corporate marketing materials for the DS200, please visit www.essvote.com/products/ds200/.

In addition, your jurisdiction may have received DS200 units which include a sticker on the back of the unit stating that the DS200 has been certified by the EAC. In order to ensure compliance with the EAC Testing and Certification Program, ES&S requests that you remove all such stickers from those DS200s which include modem capability. If you would like ES&S to remove these stickers, please contact your Account Manager and arrangements will be made for ES&S to come on-site and remove such stickers.

We thank you for being a customer of ES&S. If you have any questions or need additional information, please contact your Account Manager and they will respond accordingly.

Sincerely,

Steve Pearson
Senior Vice President of Certification

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Date Range : **8/13/2026 To 8/13/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
08/13/2026	Ace Solid Waste, Inc.	Inv. #13478992T057 - Aug 2026	39558	$190.43			
					245-43245-384-	43245 Organics/Composting	$190.43
08/13/2026	Anoka County Property Records & Tax	Recording Fee #26-30045, Doc #2470787.002 VARI	39559	$46.00			
					100-41910-310-	Planning and Zoning	$46.00
08/13/2026	AT&T Mobility	Inv. #287315380214X08032026 - FD Phone	39560	$217.21			
					225-42250-321-	Fire Communication	$217.21
08/13/2026	Dust Busters and More	Fire station cleaning - July 2026	39561	$240.00			
					225-42280-401-	Fire Stations and Buildings	$240.00
08/13/2026	Loe's Oil Company	Inv. # 99930 - 55 gal UC, Antifreeze	39562	$123.75			
					245-43231-384-	43231 Recycling Collection	$123.75
08/13/2026	Marco Technologies, Inc	Inv. #587243544 - Contract Payment 07/16/2026-08/16/2026	39563	$397.28			
					100-41425-406-	Clerk	$99.32
					100-41510-406-	Treasurer	$79.46
					245-43211-406-	43211 Recycling Administration	$39.73
					215-42401-406-	Building Inspections Administration	$59.59
					225-42210-406-	Fire Administration	$11.92
					235-45186-406-	Senior Citizens Recreation	$79.46
					100-41912-406-	Zoning	$27.80
08/13/2026	VISA 0441-Town of Linwood	7.15.26-8.15.26 - Town of Linwood	39564	$855.53			
					201-43126-215-	Road and Bridge Equipment	$10.10
					235-45186-437-	Senior Citizens Recreation	$32.49
					100-41430-201-	Office Staff	$59.30
					100-41425-351-	Clerk	$120.00
					100-41510-433-	Treasurer	$42.92
					100-41110-433-	Council/Town Board	$183.69

Date Range : **8/13/2026 To 8/13/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
					100-45190-321-	Communications	$266.15
					201-43126-215-	Road and Bridge Equipment	$136.99
					100-41430-201-	Office Staff	$3.89
08/13/2026	VISA 2352	07.15.26-08.15.26 - Sr. Center Items	39565	$61.85			
					235-45128-437-	Community Celebrations	$21.81
					235-47220-441-	Interest - Other Debt	$3.19
					235-45128-210-	Community Celebrations	$36.85
08/13/2026	VISA 2766	07.15.26-08.15.26 - Fire Department	39566	$192.47			
					225-42222-217-	Firefighter Equipt & Expenses	$112.64
					225-47220-441-	Interest - Other Debt	$20.94
					225-42222-217-	Firefighter Equipt & Expenses	$58.89
08/13/2026	Linwood Group Meetings	Inv. # Linwood Township 062526-072526	39567	$3,067.50			
					100-41430-313-	Office Staff	$1,215.00
					100-41430-313-	Office Staff	$1,852.50
08/13/2026	Great Plains Fire	Inv. #9642 Gear Ullery, Inv. 9643 Gear Espersen	39568	$7,828.46			
					225-42222-445-	Firefighter Equipt & Expenses	$3,464.23
					225-42222-445-	Firefighter Equipt & Expenses	$4,364.23
08/13/2026	Rum River Construction Cons. LLC	Inv. #1174	39569	$44,988.31			
					215-42401-313-	Building Inspections Administration	$44,988.31
08/13/2026	Evergreen Recycling	Inv. #4122, Inv. #4162	39570	$1,905.00			
					245-43231-384-	43231 Recycling Collection	$834.50
					245-43231-384-	43231 Recycling Collection	$1,070.50
08/13/2026	Bituminous Roadways, Inc	Invoice FW503453	39571	$100.00			
					201-43121-224-	Paved Streets	$100.00
08/13/2026	Couri & Ruppe, P.L.L.P.	Personnel - July 2026	39572	$7,743.75			
					100-41610-304-	City/Town Attorney	$7,743.75

Date Range : **8/13/2026 To 8/13/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
08/13/2026	LRS Portables of Minnesota	Inv. #MP303564,MP303570, MP303569, MP303568, MP303567, MP303566, MP303565	39573	$490.00			
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
					240-45202-418-	Park Areas	$70.00
08/13/2026	Companion Animal Care & Control	Inv. July 2026	39574	$400.00			
					100-42701-314-	Animal Control Expenditures	$400.00
08/13/2026	Stacy Hardware & Powersports	Inv. #93827 - Keys for new padlocks	39575	$90.00			
					100-41940-240-	General Government Buildings and Plant	$90.00
08/13/2026	ABDO LLP	Inv. #526980 - FS	39576	$6,083.33			
					100-41430-301-	Office Staff	$6,083.33
08/13/2026	Hillyard Inc	87811, 89472 - Senior Floor Wax/Pad	39577	$380.35			
					100-41940-211-	General Government Buildings and Plant	$204.63
					100-41940-211-	General Government Buildings and Plant	$175.72
08/13/2026	T.R. Computer Sales, LLC	Inv. #39990-MS - MS Business 365, Inv. #TRCS40184 - IT Support	39578	$1,289.03			
					100-41425-406-	Clerk	$626.03
					100-41425-406-	Clerk	$663.00
08/13/2026	Raml's Tree Service	Inv. #2771 - Tree Removal Fontana	39579	$500.00			
					100-43128-403-	ROW Right of Way	$500.00
08/13/2026	ABDO LLP	Inv. #527226 Payroll	39580	$1,568.40			

Date Range : **8/13/2026 To 8/13/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail
					100-41430-301-	Office Staff	$1,568.40
08/13/2026	RB Lawn Care	Inv. #412 - Park Mowing	39581	$4,780.00			
					100-45202-403-	Park Areas	$4,780.00
08/13/2026	Redpath and Company	INV 150508533	39582	$23,600.00			
					100-41530-301-	Accounting	$23,600.00
08/13/2026	LePage & Sons	Inv. #331005	39583	$319.46			
					245-43240-384-	Waste (Refuse) Disposal	$319.46
08/13/2026	Dolliff Insurance	FD Long Term Disability Renewal Balance 07/10/26-07/10/27	39584	$1,421.53			
					225-42210-134-	Fire Administration	$1,421.53
08/13/2026	Collaborative Planning, LLC	Inv. #2026-232, Inv. #2026-208, Inv. #2026-209, Inv. #2026-210	39585	$4,397.25			
					215-41910-313-	Planning and Zoning	$2,359.50
					215-41910-313-	Planning and Zoning	$500.50
					215-41910-313-	Planning and Zoning	$643.50
					215-41910-313-	Planning and Zoning	$71.50
					215-41910-313-	Planning and Zoning	$822.25
08/13/2026	WH Security - Attn AR	Inv. #35033183217	39586	$82.41			
					100-41940-312-	General Government Buildings and Plant	$82.41
Total For Selected Claims				**$113,359.30**			**$113,359.30**

Date Range : **8/13/2026 To 8/13/2026**

Date	Vendor	Description	Claim #	Total	Account #	Account Name	Detail

Andrew Luedtke — **Vice Chair, Town Supervisor** — **Date**

Dan Lametti — **Town Supervisor** — **Date**

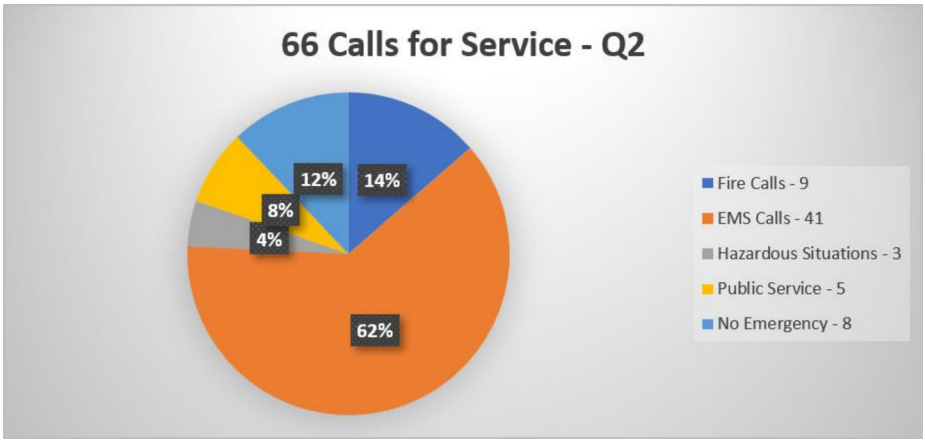
Jonn J Olson — **Chair, Town Supervisor** — **Date**

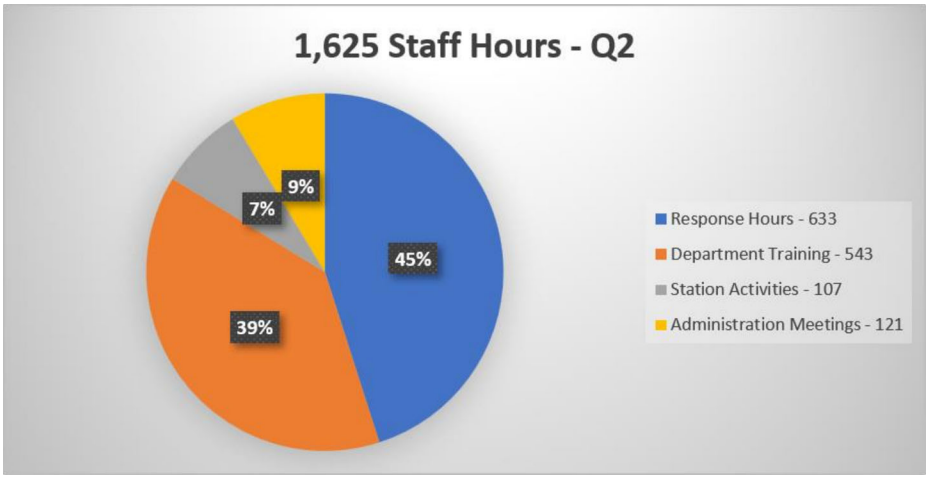
Lisa Henrickson — **Town Supervisor** — **Date**

Samuel Cole — **Town Supervisor** — **Date**

QUARTERLY REPORT

Linwood Township Fire Department *April-June 2026*





Incident Type by Number of Incidents

Fire Calls - 9
Vehicle Fire
MVA
Vegetation Fire
Structure
Mutual Aid East Bethel

Public Service - 5
Lift Assist
Co/Smoke Alarms
Lost Children

Non-Emergency - 8
Controlled Burning
False Alarm
Investigate Nothing Found

EMS Calls - 41
Unconscious Victim
Chest Pains
AMS
Injuries

Hazardous Situation - 3
Gas Leak/Gas Odor
Smoke Investigation
Power Line

Department Training
543 Hours
Wildland / DNR
Solar Emergencies
EMR/EMT Training
Livestock
Apparatus Driving

Station Activities
107 Hours
Boy Scout Meeting
Forest Lake High School EMS
Customized Safety Training LLC
Station Check
Truck Check
Gear Check
Daily Shift Meeting
Station Maintenance/Cleaning

Hiring
Start the recruiting process to possibly hire in January 2026

Administrative Meetings
121 Hours
Officer's Meeting
Department Meeting
ACFPC Meeting
MSFCB Meeting
Special Event Prep Meeting
St. Croix Valley Regional Meeting
EMS Meeting

REPORT OF SUPERVISOR EXPENDATURE

Date: 8/13/2026
To: Linwood Town Board
From: Jonn Olson
Re: Tree Removal from Fontana St NE

Background
Friday, July 31st at approximately 4pm, I was alerted that a tree was down and blocking all of Fontana Street NE at 23650.

Upon inspection, it was obvious that it was too dangerous to attempt removing it with the front-end loader or by chainsaw. The large white oak was split at about 18 feet in the air and had several branches spread across the roadway. There was a utility box and street sign below the tree, a mailbox near it, and power lines that crossed near the tree.

If I was able to tear the split trunk from the main trunk using the frontend loader, there was no way to determine which way the tree would fall putting all the above mentioned things, as well as the loader and operator, in harms way.

Action Taken
Due to public safety, I contacted the nearest tree service, Raml Tree Service, and requested that they help remove the tree. They were available to come out immediately and upon inspection, determined it would take a man-lift and cherry picker to safely remove the tree. They did so and put the tree debris on the boulevard for the adjacent owner to cut up and take the wood.

Financial Impact
$500

Request for Action

Date: August 10, 2026
To: Linwood Town Board
From: Dot Forbord/Parks Committee Chair
Re: Request for Mowing Recommendations at Fairway Flyerz

Background
We have been working jointly with the North Branch Disc Golf Association (NBDGA) to upgrade our Fairway Flyerz disc golf park since 2025. With their help and coordination, the rating of our course went from 2.1/5.0 in April 2025 to 3.7/5.0 currently. There have also been some positive reviews regarding the improvement to our course and course play has increased 140%.

While NBDGA has performed many upkeep and clean up tasks free of charge to the Township, they have requested some changes/additions with regard to mowing around the course.

Reasons for Approval
Parks Committee would like to continue on the path of improvement with this park, especially since we have a partnership with NBDGA who is willing to provide volunteers and shoulder some of the cost of the upkeep here.

Recommendation
The Parks Committee recommends that the Township forward the recommended changes in mowing to the contractor that currently mows this park and that these changes take effect immediately.

Financial Impact
The Parks Committee is currently unaware of the hourly contact terms for the mowing that is presently performed, but we do not feel that this will add too much additional cost to the mowing of this park.

Attachments
Fairway Flyerz Mowing Recommendations from NBDGA
Screenshots of online reviews of Fairway Flyerz disc golf course
Emails from Joel Notaro and Jeremy Kollmann with information about tasks their organization has performed and the improvement to this park

Fairway Flyerz Mowing Recommendations from NBDGA

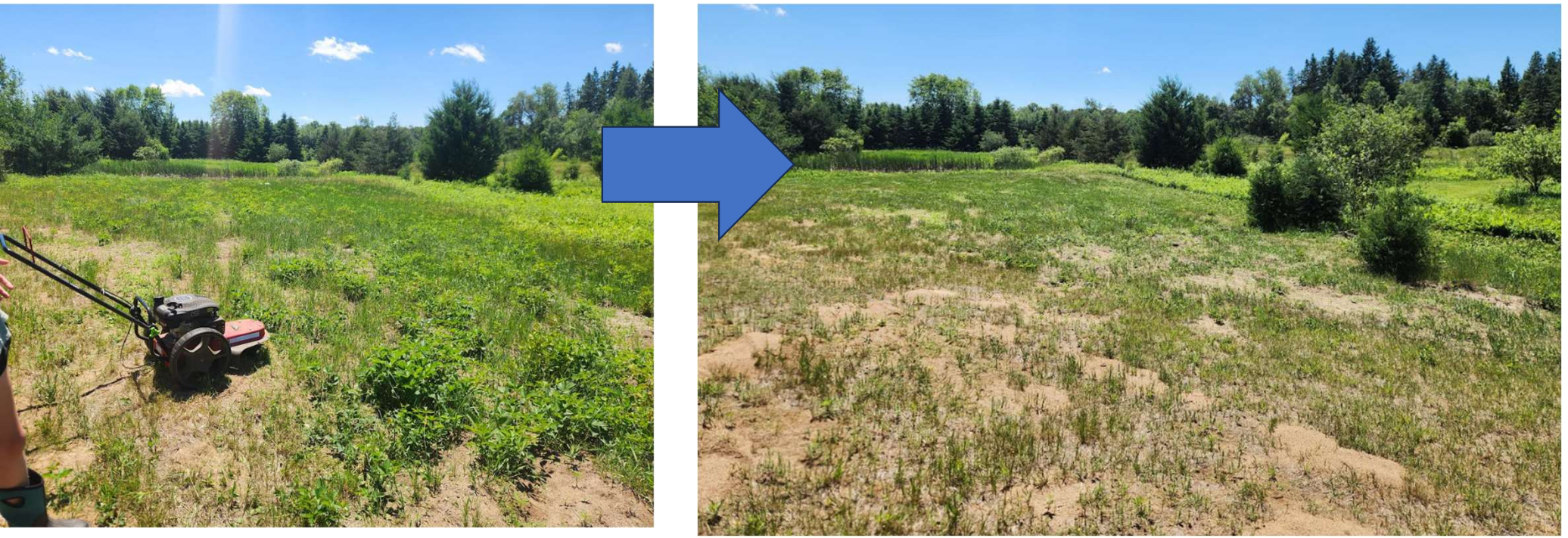
6/17/26


Main
6
Main
Main
8
7
Main
5
Main
Mow up to crest of knoll
9
Mow all around basket
Main
4
Mow to tee pad
Main
2
Mow up to orange stakes
Main
1
26th Ave NE
26th Ave NE
36
9410

Hole 2: Desired mowing south up to white/orange stakes



Hole 3: Mow triangle between pond and basket



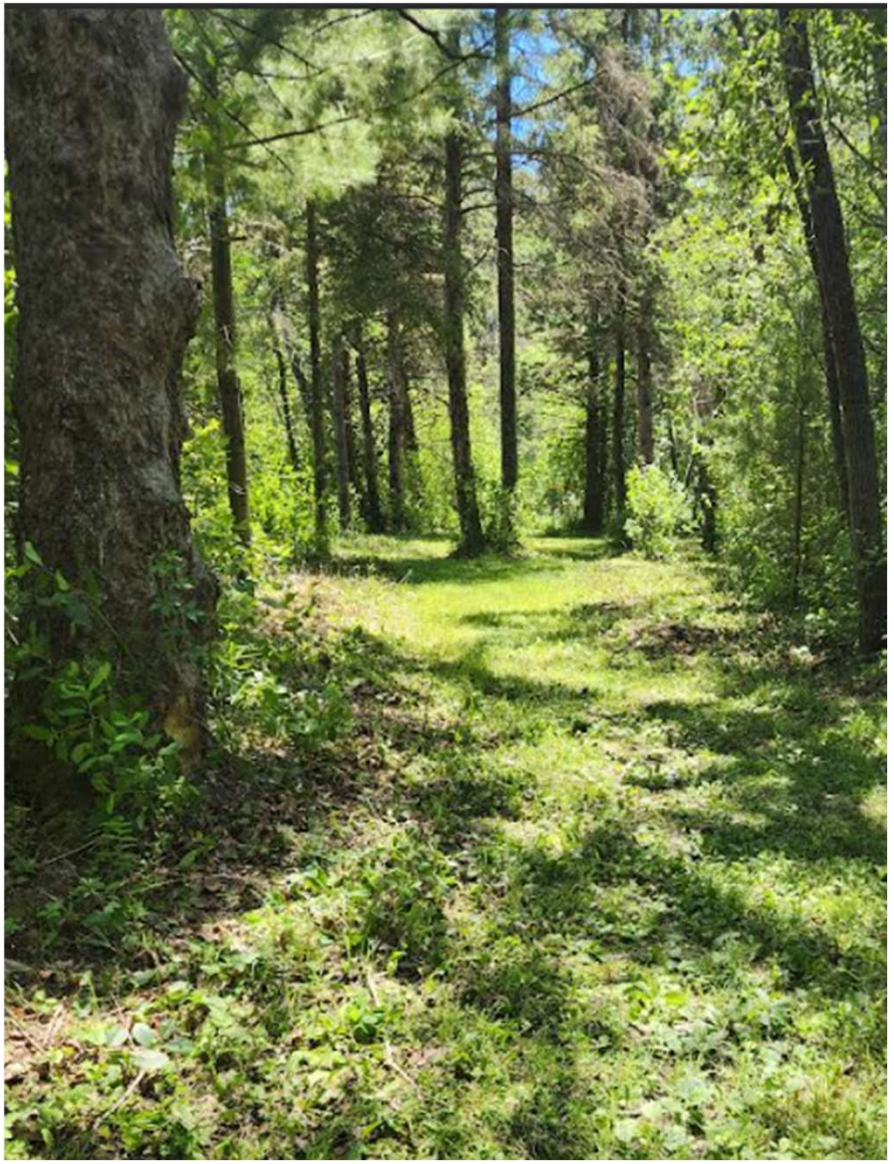
Hole 4:
Mow between basket and tee
Mow walking path from 3 basket to 4 tee



Hole 6: mow down to pond as close as possible



Hole 7: Mow as wide as possible



Hole 8: mow east to 2 smaller trees



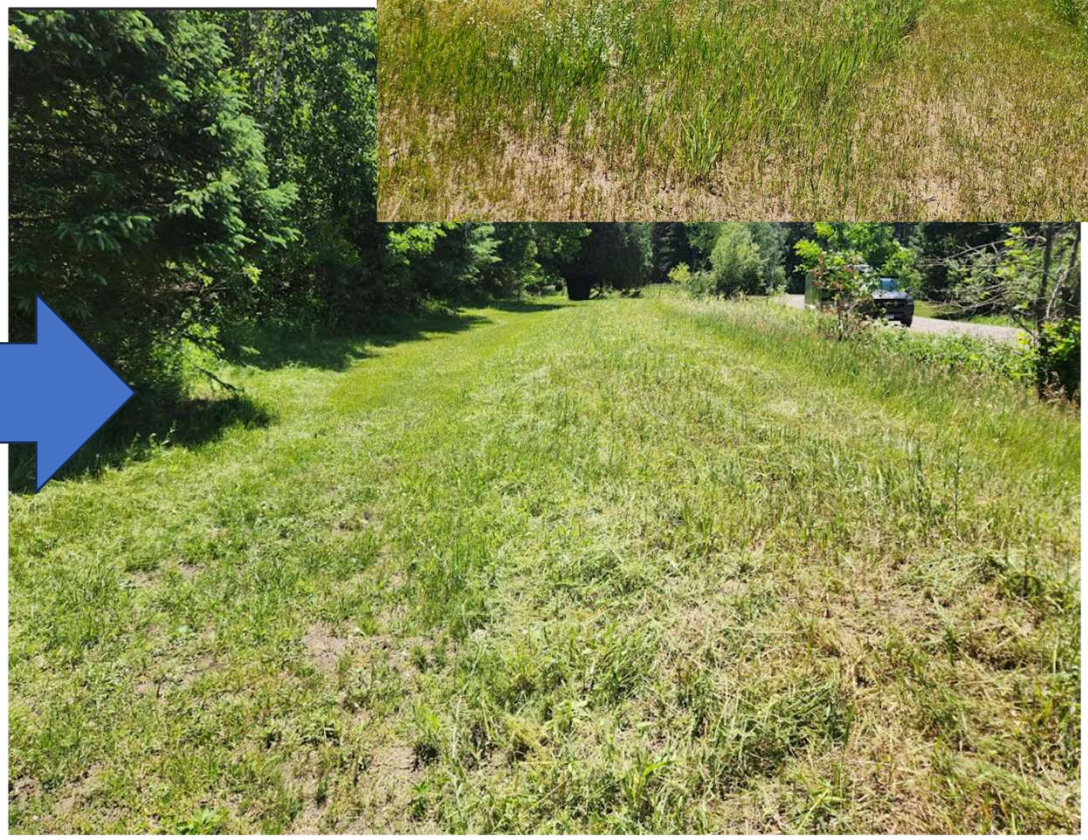
Hole 9:

Mow entire area around basket

Mow up to crest of knoll







6:06
Ponds of Linwood DG Course Scope 4_2025.pptx
Not saved yet

Ponds of Linwood Disc Golf Course Comments from uDisc

The Ponds of Linwood

Stacy, MN **2.1** 121 ratings

@bungholio80
7
Wed, Sep 4, 2024
Unplayable. Woods need to be trimmed way down and a lot of the holes make no sense.

@mitchfedewa
291
Tue, Jun 11, 2024
Fairways were mowed on 1-6. Skip it unless you're collecting courses

@icyyy22
37
Sun, Feb 25, 2024
There is literally no reason to play this course. Holes 7-9 don't exist, and there isn't anything special about the rest of the course. Go to the other courses in the area instead

@sbouiss
Sat, Feb 17, 2024
The fairway is small but well mowed. Only half the course is playable, or holes can be partially played. Very over grown trees and bushes. I wouldn't bother coming to this course. I would suggest comfort park is you are looking for a small course to play in the area.

@keckles
186
Sun, Oct 1, 2023
Avoid. Holes 1-5 were barely ok. Holes 6-9 were unplayable.
After playing **Main**

@mnaggatz
7
Wed, Sep 6, 2023
No upkeep, go to another course

31 ratings ★ 3.7

6 reviews

Recommended

Park, or redone Stacy/Lent

After playing **Main**



bungholio80

40

1

★★★★☆ Oct 31, 2025

Hugely improved. It's pretty fun now. It needs signage i almost left when I couldn't find T-Pads. Lots of fun technical drives.



backhandsallday

28

1

★★★★☆ Jun 11, 2025

Course has been cleaned up and is playable and fun!



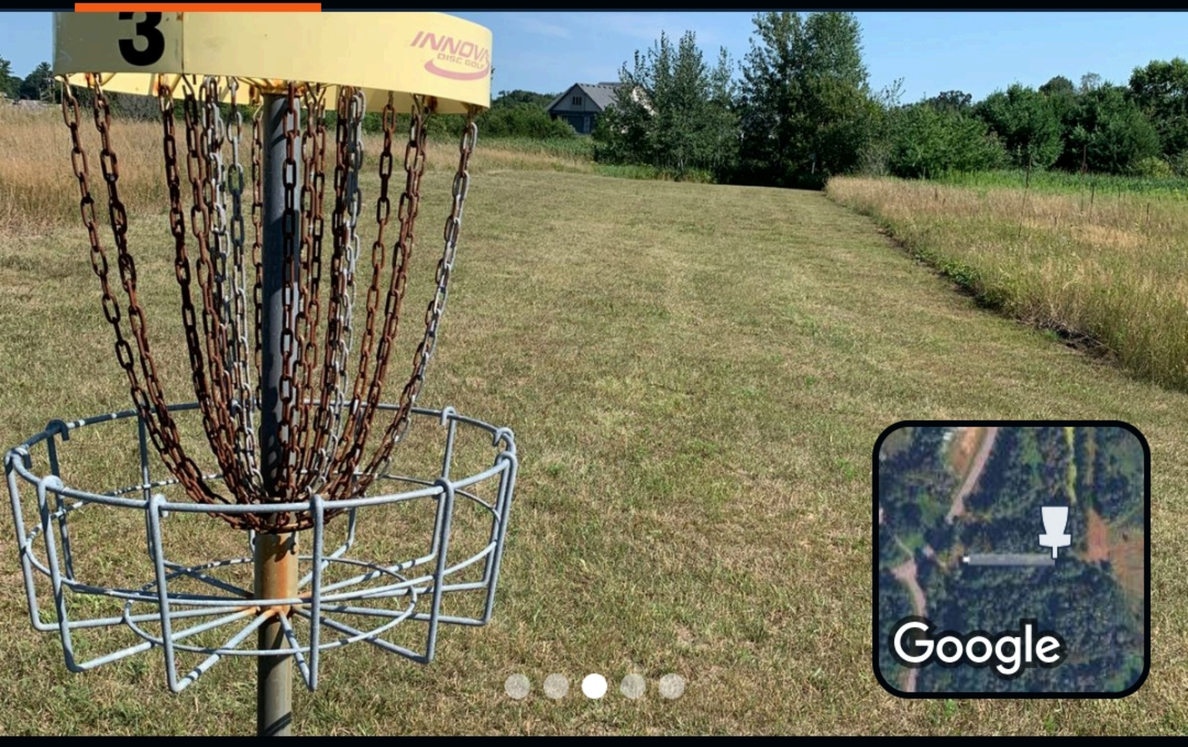
donchoad

185

1

★★★★☆ Jun 10, 2025

This was a dumpster fire for so many years. I'm glad to see some life coming back. It's a great track and it's currently in amazing condition.



LIVE Not busy (0 - 5 players using UDisc)

The Ponds of Linwood @ Fairway Flyerz

Stacy, Minnesota 6.9 mi

3.7 (31 ratings) Played 4 times

Start a round

Get directions

Request for Action

Date: August 10, 2026
To: Linwood Town Board
From: Dot Forbord/Parks Committee Chair
Re: Request for Garbage Cans at Four Seasons Park

Background
It was brought to the Park Committee's attention that there were no garbage cans located inside Four Seasons Park.

Reasons for Approval
There are two signs within the park asking dog owners to clean up after their dogs in the park, but there is no place for them to deposit this waste, or for any other waste for that matter. In order to keep our Parks clean, it is necessary to provide an easy place for all visitors to deposit their waste.

Recommendation
The Parks Committee recommends that two covered garbage receptacles be placed within the Park. One located close to the entrance and near the porta potty by the hockey rink and the other located near the fenced in memorial area on the other end of the parking lot. If there is anything within the Recycling/Re-Use Center that could be used as an acceptable garbage receptacle, that would be recommended first. It is also recommended that the container be chained or otherwise attached to a post/fence so that it cannot be removed from the property.

Financial Impact
The Parks Committee would anticipate that the cost to incur two garbage receptacles and chains/locks would cost less than $250 and even less if we could reuse something already in the Township's possession.

Attachments
None

AGENDA: REQUEST FOR ACTION

Date: 8/11/2026
Sponsor: Supervisor Cole
Title: Flock / ALPR Camera Petition

Background

Resident Ben Garbacz started a petition asking the Anoka County Sheriff's Office and the Town Board to remove Flock and all Automated License Plate Reader (ALPR) cameras from the community. It cites privacy concerns, data retention and misuse, and limited evidence that the cameras reduce crime. As of August 6, 2026 it had 251 verified signatures. I responded on July 28 and committed to bringing it to the Board on August 11. **This item is for discussion only. No decision is requested.** One Flock camera is known to be located on Viking, which is county right-of-way. It was not placed by action of the Town Board. Because it sits on county right-of-way and is operated by a county agency, the Township has no authority to order its removal.

Recommendations (optional)

1. **Discussion.** Hear from residents and discuss the petition and the Board's options.
2. **Ordinance.** My preference is an ordinance restricting third-party surveillance equipment on Township property and Township-controlled right-of-way. The Township has authority over its own property, so this does not depend on the County. It would also set a standard for future requests. The next step would be to direct the Township attorney to research such an ordinance and report back on scope, cost, and legal risk.

Proposed Motion

None. This item is for discussion only. If the Board wants to proceed, the appropriate action would be a motion directing the Township attorney to research the ordinance described above and report back on a future agenda.

Financial Impact

None for the discussion. Attorney research on an ordinance would incur legal fees. The Board may want to set a not-to-exceed amount.

Audience Input Permitted?

Yes

Attachments

Petition: change.org/p/petition-to-remove-flock-cameras-from-linwood-anoka-county

REQUEST FOR ACTION

Date: 8/13/26
To: Linwood Town Board
From: Jonn Olson
Re: Sign SOP

Background

Article VII – SIGNs of the town ordinances state that no signs are to be located within the right-of-way (ROW).

There are getting to be more and more advertisement signs being installed within the township ROW, many around traffic signs.

I have called a few of the worse violators and was told they'd be removed, only to find more being installed by the company.

Township ditch mowing starts this week and signs in the ROW become more of a concern. The mower either takes more time to cut around the signs costing the township more in labor, or the equipment hits the signs with metal stands and flings shrapnel and potentially damages equipment.

Recommendation

1. Approve the sign SOP.

Financial Impact

None

Recommended Motion

Motion to approve the sign SOP as presented dated August 13, 2026.

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://linwoodtownship.org

SOP for Signs in ROW

Linwood Township has a sign ordinance that can be referenced in "Article VII – Signs".

Division 1; Section 30-1172 – Public right-of-way and easements, states "No sign shall be permitted within any public right-of-way or upon any public easement."

Any signs found to be located within the township ROW will be removed by public works and immediately discarded in the trash. No notice to the sign or property owners will be made since it is the responsibility of the person placing the sign to know the municipality's ordinances.

Adopted this 13th day of August**,** 2026.

BY THE TOWN BOARD _____
Jonn Olson, Town Chairman

Attest: _____
Julie Dahnke, Town Clerk

REQUEST FOR ACTION

Date: 8/13/26
To: Linwood Town Board
From: Jonn Olson
Re: Padlock Policy

Background

Several padlocks have been stolen in the past few weeks, all keyed the same. These locks have been in place for many years and several people have been issued keys and never returned.

By board approval, new "re-keyable" padlocks have been purchased and are being deployed to replace the old padlocks. In the case where the locks have been compromised, the locks can be rekeyed to a new key maintaining security and cost savings.

To ensure a secure environment, a padlock policy has been created to define how the padlocks are used, how access is authorized, and records maintained.

Recommendation

1. Approve the padlock policy.

Financial Impact

None

Recommended Motion

Motion to approve the padlock policy as presented dated August 13, 2026.

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://linwoodtownship.org

Padlock Policy

To maintain security of township properties, padlocks are used in several areas including property entry points, building access, utility boxes, and recycling.

Several people require access to these areas and therefore are issued a key.

Keys are only to be issued to supervisors and employees. Keys may be issued to others if necessary only with authorization from the town's Coordinator.

The list of key holders shall be revalidated annually by the board at the first meeting in January.

The town's Coordinator will maintain a list of where the locks are in use and who has possession of a key.

If a key is stolen or misplaced, the town's Coordinator must be notified immediately

These padlocks are re-keyable, and the town's Coordinator will direct public works to rekey them when and if the need arises.

Adopted this 13th day of August, 2026.

BY THE TOWN BOARD _____
Jonn Olson, Town Chairman

Attest: _____
Julie Dahnke, Town Clerk

REQUEST FOR ACTION

Date: 8/13/26
To: Linwood Town Board
From: Jonn Olson
Re: Irrigation Systems Maintenance and Repairs

Background

Broadbent Park – There are nine zones, of which five work and four do not. Without exposing pipes, it appears there are several heads to do not rotate, at least three valves that are not working properly, and one pipe that may be broken near first base.

Fire Department – Needs new backwater check valve installed. I have the parts, it just needs to be installed. The old one froze and broke.

Boettcher Park – There are 19 zones with 4 to 5 heads on each. Several heads do not rotate and one valve seems to fail and needs maintenance. There is one zone that's behind pine trees that needs to be abandoned and that valve and four heads can be used on other zones saving money.

Four Seasons Park – This system had been changed when the well was updated and moved into the heated parks building and not used for a few years. Upon startup it was evident that the main line that passes under the skate park asphalt is broken. The best option to repair this is to trench around the asphalt with new pipe bypassing the broken line. At that point the remainder of the irrigation system can be checked and any further repairs completed.

Recommendation

1. Perform maintenance on the questionable valves and heads. Replace only where necessary and reuse and reallocate as much as possible. Section of 2" pipe at Four Seasons to be trenched and replaced.
2. Benefits of using a supervisor to perform work includes: there are no other benefits paid; already covered at highest coverage for insurance; and paid at, or lower than, the going cost for the same services.

Financial Impact

$20 per hour labor, plus parts.

Recommended Motion

Motion to approve resolution 2026-____, Resolution authorizing contract with interested officer under Minn. Stat. § 471.88, subd. 5.

LINWOOD TOWNSHIP
ANOKA COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2026-12

RESOLUTION AUTHORIZING CONTRACT WITH INTERESTED OFFICER UNDER Minn. Stat. § 471.88, subd. 5.

WHEREAS, Jonn Olson is a Supervisor of Linwood Township, Anoka County, Minnesota.

WHEREAS, Linwood Township wishes to retain the services of Jonn Olson for irrigation system repairs at the fire department and Broadbent, Four Seasons and Boettcher Parks.

NOW, THEREFORE, BE IT RESOLVED that the Town Board, upon a unanimous vote of the Supervisors with the interested officer abstaining, finds that the hourly rate of $20.00 per hour that Jonn Olson receives for his work for Linwood Township is as low as, or lower than, the price at which the services he provides could be obtained from other sources.

BE IT FURTHER RESOLVED, that the Town Board, pursuant to Minn. Stat. §§ 471.87-.89 does hereby authorize Jonn Olson to perform such work at such hourly rate; the payment for such services to occur upon the filing of a proper affidavit by Jonn Olson. This resolution shall be in effect until September 11, 2026.

Adopted this 13th day of August, 2026.

_____
Chairman

_____
Clerk

2026-27 Hennepin Technical College Training

2nd Thursday of the Month

8:00a.m. – 10:00a.m.

Ziegler Cat

13822 Freeway Drive West

Hugo, MN

August 13, 2026	AWAIR	Treats – Olson Sewer
September 10, 2026	Seasonal Right to Know	Treats – Columbus
October 8, 2026	Traffic Control/Flagging	Treats – Stacy/Lent
November 12, 2026	Focus 4 Part 1	Treats – Forest Lake
December 10, 2026	Focus 4 Part 2	Treats – Lindstrom
January 14, 2027	Lock Out/Tag Out/Test Out	Treats – Shafer
February 11, 2027	Confined Space	Treats – Center City
March 11, 2027	Emergency Preparedness + Extinguishers	Treats – Taylors Falls
April 8, 2027	Ergonomics	Treats – Linwood Township
May 13, 2027	Load Securement	Treats – Olson Sewer
June 10, 2027	Chainsaw Skills	Treats – Columbus
July 8, 2027	First Aid + BBP	Treats – Stacy/Lent

Outlook

FW: 2026-2027 Training Pricing/Schedule

From Sawatzky, Jack <Jack.Sawatzky@linwoodtownship.org>
Date Mon 7/27/2026 12:24 PM
To Olson, Jonn <Jonn.Olson@linwoodtownship.org>

1 attachment (14 KB)
Forest Lake Group 2026 2027 Schedule.docx;

From: Shorten, Brian J [redacted]
Sent: Monday, July 27, 2026 12:23 PM
To: Sawatzky, Jack [redacted]
Subject: 2026-2027 Training Pricing/Schedule

Good Afternoon Jack,

Sorry for the delay on this, attached is the schedule for the 2026-2027 Training.

Your pricing for the year would be $1,050.00.

Please let me know if you'd like to move forward and I'll get the contract going.

Thanks,

Brian

Brian Shorten
Customized Training Representative
Fire/EMS/Industrial Safety
Hennepin Technical College

Phone: [redacted]

A MEMBER OF MINNESOTA STATE

Eden Prairie Campus, 13100 College View Drive, Eden Prairie MN 55347
Brooklyn Park Campus, 9000 Brooklyn Boulevard, Brooklyn Park MN 55445

HennepinTech.edu

Request for Action

Date: 08/13/2026
To: Linwood Town Board
From: Alicia Morris
Re: Transition from Interim Clerk to Office Assistant

Background:
The Office Assistant position provides essential administrative support to the Township, including assisting with daily office operations, providing customer service, maintaining records, and supporting Township staff and residents.

Kyle Salage has been hired as Town Clerk and is scheduled to begin employment on August 24, 2026. With the Town Clerk position now filled, the need for an Interim Clerk will conclude. Julie Dahnke, the current Interim Clerk, will serve in that capacity through August 21, 2026.

Reasons for Approval

1. **Transition Following Hiring of Town Clerk**
   - The hiring of Kyle Salage as Town Clerk, effective August 24, 2026, eliminates the need for continued Interim Clerk coverage.
   - The Interim Clerk assignment will conclude on August 21, 2026, with the employee returning to the Office Assistant position on August 24, 2026.
   - This transition provides a clear and orderly change in staffing responsibilities following the appointment of the new Town Clerk.
2. **Return to Original Position**
   - Returning the employee to the Office Assistant position is consistent with the terms of the original offer letter.
   - The Office Assistant position will remain at up to 25 hours per week.

Recommendation
Staff recommends that the Town Board approve the return of the Julie Dahnke to the Office Assistant position effective August 24, 2026, consistent with the terms of the original offer letter. Under the original offer letter, the Office Assistant position is for up to 25 hours per week. The hourly wage will be $25.82 per hour, based on the determination made at the April 14 meeting.

If approved, staff will:

- Conclude the employee's Interim Clerk assignment effective August 21st, 2026.
- Return the employee to the Office Assistant position effective August 24th, 2026.
- Complete the necessary personnel and payroll changes.
- Transition Town Clerk responsibilities to Kyle Salage effective August 24th, 2026.

Financial Impact

The financial impact of this request is compensation associated with the Office Assistant position at $25.82 per hour, for up to 25 hours per week. The return to the Office Assistant position is consistent with the original offer letter and the determination made at the April 14 meeting.

Proposed Motion

Motion to approve the return of Julie Dahnke to the Office Assistant position, effective August 24, 2026, following the commencement of Kyle Salage as Town Clerk, at an hourly rate of $25.82 per hour, for up to 25 hours per week, consistent with the original offer letter and the determination made at the April 14 meeting.

REQUEST FOR ACTION

Date: 8/13/26
To: Linwood Town Board
From: Jonn Olson
Re: Lower St. Croix Partnership Membership Request

Background

Years ago, the SRWMO was a member of the Lower St. Croix Partnership (LSCP). The SRWMO is requesting permission from its partners to rejoin.

The LSCP is a joint powers collaboration and its purpose is to work towards mutual water management goals.

The benefits include being considered for grant funding from a bi-annual $1.3m state grant. Only members can submit requests for project funding and therefore the SRWMO is positioned well to receive some state funding. This may reduce the annual operating cost in which Linwood pays for nearly 50% of all SRWMO funding.

The few risks are: 1) if the LSCP were to be sued, any partners could potentially be named in the lawsuit. However, the list of potentially named entities includes the LSCP itself, counties, WMOs, cities and townships. The chances that Linwood would ever be on that list are very slim, but not impossible. The other consideration is that every WMO is insured, including the SRWMO.

The other risk is that the SRWMO joins the LSCP and doesn't receive any funding. Linwood would be responsible for its percentage of operating cost (discussed below).

There is no fee for joining the LSCP; however, there is a requirement for SRWMO board members to attend four meetings per year as well as a staff member. Board members are no compensated, but staff is at approximately $690 per years.

Recommendation

1. Approve the SRWMO rejoining the Lower St. Croix Partnership (LSCP).

Financial Impact

Potentially $325~

Recommended Motion

Motion to approve the Sunrise Watershed Management Organization to rejoin the Lower St. Croix Partnership based on the information presented in the SRWMO memo dated June 23, 2026.

Sunrise River
Watershed Management Organization

MEMO

To: **Matt Look, City of East Bethel Administrator**
Denise Webster, City of Ham Lake Administrator
Jack Davis, City of Columbus Administrator
Julie Dahnke, Linwood Township Interim Clerk

From: **Sunrise River Watershed Mgmt Organization Board**

Date: **June 23, 2026**

Re: **Lower St. Croix Partnership membership**

Summary

The Sunrise River Watershed Management Organization (SRWMO) would like it's four member communities to have the opportunity to provide any input on whether it should join the Lower St. Croix Partnership (LSCP). We are asking administrators to review and provide whatever review you think is appropriate. That could include legal and/or city council review. **Responses are requested by September 2, 2026**.

The question is: Which of the following describes your city or township's opinion regarding the SRWMO joining the Lower St. Croix Partnership – support, neutral, or opposed? Questions and feedback are welcomed.

The SRWMO board has expressed support for joining the LSCP. We see benefit from being able to request state grant funds through this group. We feel the cost of invested time will be minimal, and liability exposure is very small. However, the SRWMO is made up of and funded by its member communities (you), and we would appreciate your feedback.

Your Point People on this Topic

Your primary person to ask questions or have present this topic is your SRWMO board members, particularly those who also serve on your city council or town board:

Linwood Township	Jonn Olson, Supervisor
East Bethel	Brian Mundle, Councilmember
Ham Lake	Andrew Hallberg, Councilmember
Columbus	Karen Fleming, Councilmember

Questions can also be directed to the SRWMO's contracted administrative lead, Jamie Schurbon at jamie.schurbon@anokaswcd.org or 763-434-2030 ext 210.

What is the Lower St. Croix Partnership

The LSCP is a joint powers collaboration of counties, watershed organizations, and soil and water conservation districts in the watershed (see map on last page). Its purpose is to collaboratively work toward mutual water management goals. It operates on recurring, non-competitive state

grant funds (approx. $1.3M every two years) which are passed to LSCP members for specific projects. Members help develop the grant work plans, submit projects for funding consideration, and collaboratively select projects for funding. State grant rules require projects be selected from those that are identified in the Comprehensive Watershed Management Plan that was developed collaboratively by the partners (the SRWMO participated in that process, and projects in our area are included). **The #1 function of the LSCP is to decide which projects are funded with the state grant funds that are intended for the entire watershed.**

Benefits of Membership

- Receive State grant funds run through the Partnership. Only members can submit projects for funding. Available funds are $1.3M every two years. It is reasonable to think that the SRWMO could receive meaningful funds on a recurring basis.
- Vote on projects for state grant funds.
- Collaborate and interact with others in the watershed toward mutual goals.

Risks

Liability risk is thought to be very small, but is not zero. In a joint powers collaboration no new entity is formed. Every collaborative participant can be liable for the actions of the Partnership or another participant(s). If sued, the multiple statutory liability limit may be in play. For example, every participant could be sued for the statutory maximum $500,000 per claimant or $1.5M per occurrence. Partnership members have never been threatened with a lawsuit as part of their participation in the Partnership, nor are we aware of such instances in other watershed partnerships statewide.

SRWMO Insurance

The SRWMO does have its own liability insurance coverage through the Minnesota Counties Intergovernmental Trust. The coverage documents are too extensive to provide with this memo, but are available on request from jamie.schurbon@anokaswcd.org. Any SRWMO costs not covered by insurance would need to come from either the SRWMO's undesignated reserve or the SRWMO member communities.

Costs

The LSCP does not charge dues or any other costs to the members. Certain grant funds may require matching funds (generally 0-10%), but only for the member that is requesting those funds.

Meeting attendance costs are:

- An SRWMO board member would attend Policy Committee meetings 4x/yr. SRWMO board members are not compensated, so the cost is $0.

An SRWMO staff representative would be expected to attend Steering Committee meetings. The estimated cost for his time is $690/yr.

Can the LSCP Force Members to Pay Dues to Adopt Certain Regulations

No.

How to Become a Partner

The SRWMO could join by passing a resolution with your intent to join as a Party (attached). Thereafter, the SRWMO would be provided a signature page to the LSCP joint powers agreement (attached).

Organizational Structure

The LSCP is not an independent, stand-alone entity. It is a joint powers *collaboration*. The LSC board, which includes one representative from each member party, can't make any decisions. It can only recommend to the members. That means all decisions must go back to the boards of every member. If a majority of those boards agree, a decision is confirmed.

Because of this organizational structure, the LSCP cannot directly receive grant funds. Instead, the Chisago Soil and Water Conservation District (SWCD) serves as a fiscal agent. They receive funds, write checks, etc.

The LSCP has the following committees:

- **Policy Committee** – One board member from each member. Provides broad organizational direction and policy. Meets quarterly.
- **Steering Committee** – One staff from each member. Makes recommendations to the Policy Committee on policy topics. Makes recommendations to the Chisago SWCD on project funding requests. Meets monthly.
- **Planning Team** – A leadership subset of the Steering Committee that attends to daily matters and organizes the other committees. Meets monthly.

The full joint powers collaboration agreement for the LSCP is enclosed.

Sunrise River WMO History with the Lower St. Croix Partnership

- From approximately 2017 to 2020 the SRWMO participated in creating the Comprehensive Watershed Management Plan that guides the LSCP. Projects in the SRWMO area are included in the plan so they are eligible for certain state grants.
- From 2020 to 2023 the SRWMO was a member of the LSCP. The SRWMO got input from its member communities before joining, as it is doing now in this memo. There was no opposition from the SRWMO cities or township.
- In 2023 the SRWMO left the LSCP. Our board liaison became uncomfortable with the evolving policies as the infant Partnership gained its footing and navigated how to do business. There was a concern that rapidly evolving policies felt like policies not being consistently followed, and this could lead to liability exposure.
- Today, the SRMWO is considering rejoining. A primary reason is to be able to access state grant funds through the Partnership. We have attended a LSCP meeting to observe, and feel concerns about evolving policies have lessened signficantly. The Partnership seems to be high-functioning.

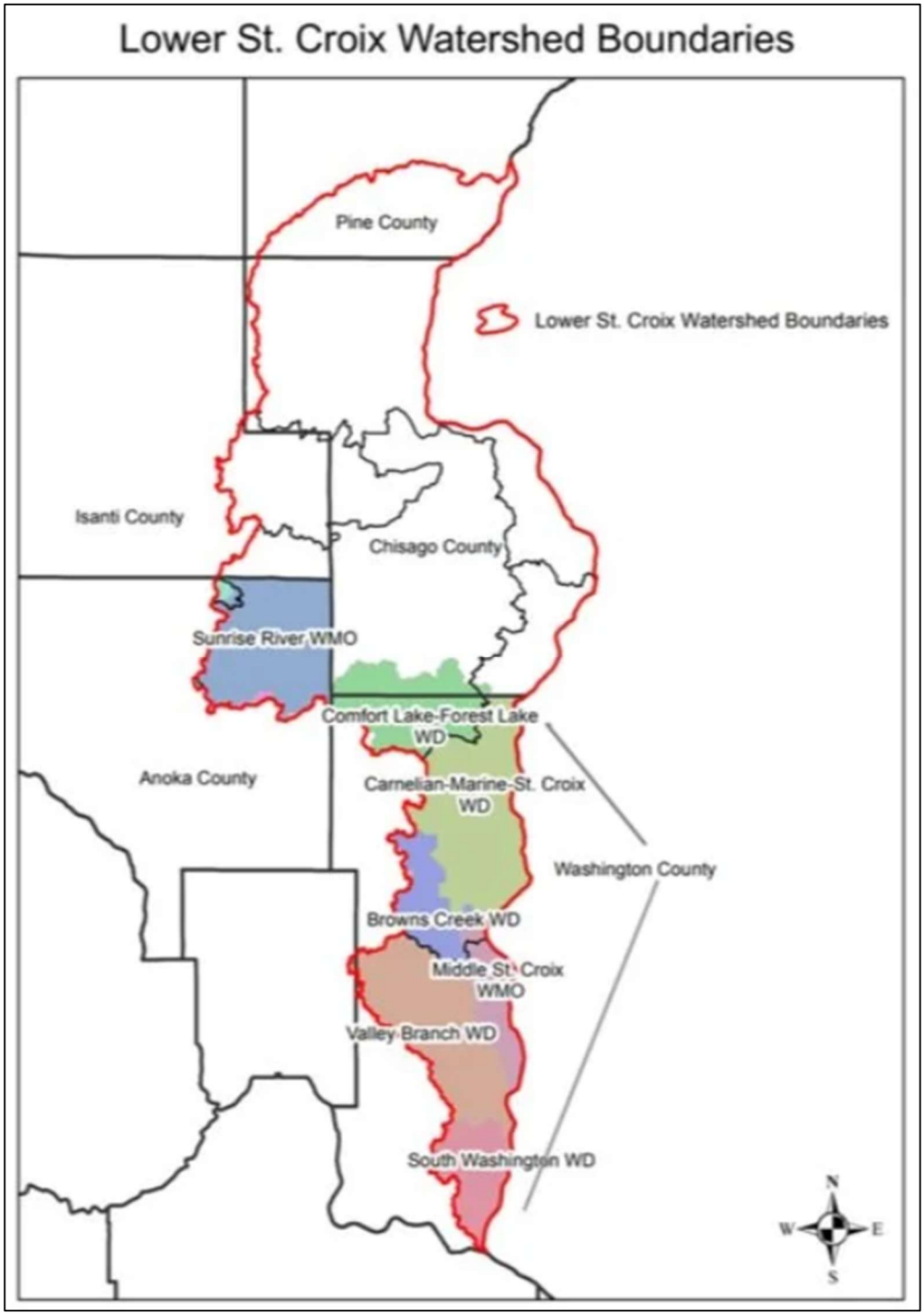
LSCP Website

The LSCP website includes the watershed plan, annual reports, videos, and more. The Partnership has completed an impressive number of projects by distributing state grant funds to members. https://www.lsc1w1p.org/

Current LSCP Members

- Anoka Soil and Water Conservation District
- Brown's Creek Watershed District
- Carnelian-Marine-St. Croix Watershed District
- Chisago County
- Chisago Soil and Water Conservation District
- Comfort Lake-Forest Lake Watershed District
- Isanti County
- Isanti Soil and Water Conservation District
- Middle St. Croix Watershed Management Organization
- Pine County

- Pine Soil and Water Conservation District
- South Washington Watershed District
- Valley Branch Watershed District
- Washington County
- Washington Conservation District



JOINT POWERS AGREEMENT
FOR THE IMPLEMENTATION OF
THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANANGEMENT PLAN

Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by and between the political subdivisions and local units of governmental units of the State of Minnesota and identified, as follows:

The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and through its respective Board of Commissioners (collectively referred to as the Counties);

The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts, each by and through its respective Board of Supervisors (collectively referred to as the SWCDs);

The Brown's Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South Washington and Valley Branch Watershed Districts, each by and through its respective Board of Managers (collectively referred to as the Watershed Districts); and

The Middle St. Croix, and Sunrise River Joint Powers Watershed Management Organizations, each by and through its respective governing board (collectively referred to as the Watershed Management Organizations).

Together, the above identified Counties, SWCD's, Watershed Districts and Watershed Management Organizations collectively formed the Lower St. Croix Watershed Implementation Partnership and for purposes of this Agreement, said political subdivisions and local units of government and those added in accordance with the terms of this Agreement are herein collectively referred to as "Parties" and individually, as "Party."

RECITALS

WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the Parties to this agreement is a local unit of government having the responsibility and authority to separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to prepare, develop, adopt, implement and administer a comprehensive local water management plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed management plan, as a substitute thereof, and carry out implementation actions, programs and projects toward achievement of goals and objectives of such plans.

WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the water and resource planning and implementation activities of counties, soil and water conservation districts, watershed districts and watershed management organizations and to administer and oversee the Minnesota Comprehensive Watershed Management Planning Program, known as the One Watershed, One Plan program; and

WHEREAS, each of the Parties exercises water management authority and responsibility within the Lower St. Croix River Watershed Management Area, a geographical area consisting of those portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St. Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed Memorandum of Agreement for the purpose to collaboratively develop, as local government units, a coordinated comprehensive watershed management plan for the Lower St. Croix River planning boundary ; and

WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning established a framework of consistency and cooperation through a governing structure having a Policy Committee and an Advisory Committee and provisions that the role and authority of the governing bodies of the Parties, the Policy Committee and Advisory Committee; and

WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed Management Plan, hereinafter referred to as the "Plan" and it is the intent of the Parties that said Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be construed as to modify or supplant the terms or provisions of the Memorandum of Agreement; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, or zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner.

TERMS AND CONDITIONS

NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law and in consideration of the mutual promises and benefits that the parties shall derive herefrom, all Parties hereby enter into this joint powers agreement and agree, as follows:

1. Purpose: This Agreement has the following purposes:

a. This Agreement establishes the terms and conditions, governing structure and processes by which the Parties will jointly and cooperatively continue the planning and the implementation of the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately.

b. This Agreement does not establish a joint powers entity. Rather, this Agreement continues the collaborative governing structure established under the Memorandum of Agreement and redefines the role and authority of the governing bodies, the Policy Committee and Advisory Committee in the decision-making process as applicable for implementation of the plan. This Agreement provides criteria and a process to add additional local units of government as Parties to this Agreement.

c. This Agreement identifies the process of preparing, adopting and carrying out annual work plans that will serve as the mechanism essential for Plan implementation.

d. This Agreement provides for the designation and appointment of a Party or Parties or their representative to carry out the administrative responsibilities associated with the continued collaborative planning and implementation of the Plan and to perform all fiscal responsibilities associated Plan implementation.

2. Eligibility and Procedure to Become A Party

a. Qualifying Party: A county, SWCD, watershed district or watershed management organization located and authorized to carry out water planning and resource management responsibilities within the Lower St. Croix River Management Area is eligible to become a Party to this Agreement.

b. Initial Parties: A county, SWCD, watershed district or watershed management organization may be an initial Party through adoption of one or more resolutions by its respective governing board that indicates its intent to be a Party to this Agreement; that adopts and authorizes such local unit of government to enter into this Agreement; and that adopts and begins implementation of the Plan, or later amendments, within 60 days of State approval of the Plan, or within 45 days of executing this Agreement, whichever is later. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes Chapters 103B and 103D. Any qualifying county, SWCD, watershed district or watershed management organization that desires to become a Party after expiration of the 60 day period for joining as an Initial Party will be eligible to become a Party as an Additional Party pursuant to Section 2.c., below

c. Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:

i. A declaration of intent to join as a Party to the Agreement;

ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and

iii. A statement that the local government unit adopts the Plan.

Upon receipt of such certified documents, the Administrative Coordinator shall issue a signature page to the local government unit and instructions to execute and return the same along with the name and contact data of the representatives appointed by the local government unit to serve on the Policy Committee and the names and contact information of staff of the local government unit assigned to serve on the Advisory Committee. The local government unit will have all duties, rights and responsibilities as a Party to this Agreement upon filing with the Administrative Coordinator a copy of its authorized signature to this Agreement.

d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants associated with the Agreement until the grant has ended.

3. Payments and Financial Responsibilities of the Parties

Each Party is financially responsible for its costs and expenses incurred in implementing the Plan or in carrying out related implementation activities, projects, and programs.

4. Term and Termination

a. Effective Date: This Agreement is effective upon signature of all initial Parties and will remain in effect until December 31, 2031, unless terminated consistent with terms of this Agreement or as otherwise provided under law.

b. Review: Commencing in the second year following the effective date of this Agreement and continuing each year thereafter, the Policy Committee will annually conduct a review of the adequacy and effectiveness of the joint and collaborative partnership provided by this Agreement and the governing structure of the Policy Committee. With the assistance of the Advisory Committee, the Policy Committee shall prepare a report on its findings and provide recommendations as appropriate to

governing boards of the Parties. The report and recommendations should be submitted to the governing boards at the time in which the Policy Committee provides its recommendation on the proposed annual work plan. Any recommendation of the Policy Committee to revise a term or condition of this Agreement will only become effective upon 2/3rds approval of the governing boards of the then present Parties.

c. Termination: This Agreement may be terminated by resolution adopted by the governing bodies of all of the then existing Parties. The parties acknowledge their respective and applicable obligations, if any, under MN Statutes Section 471.59, Subd. 5 after the agreement has been terminated or the purpose of the Agreement has been completed.

5. General Provisions

a. Compliance with Laws/Standards: The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.

b. Timeliness: The Parties agree to perform the obligations under this Agreement in a timely manner and inform each other about delays that may occur.

c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions of its respective officers, employees or agents and each Party shall carry liability insurance coverage of not less than $1.5 million per occurrence, the maximum liability for each Party as provided under Minnesota Statutes Section 466.04. The Parties may participate in a self-insurance pool to meet this requirement.

d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party. If a Party is found responsible for any liability associated with the actions of the Lower St. Croix One Watershed, One Plan Policy Committee or implementation of the Comprehensive Watershed Management Plan, said Party agrees to indemnify and hold harmless any of the other non-liable parties of this Agreement for any defense costs and expenses associated with any such claim.

e. Employee Status: The respective employees and agents of each Party shall remain the employees of each individual respective Party.

f. Data Practices, Data Management and Record Retention: Notwithstanding Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for purposes of the Minnesota Government Data Practices Act and all other statutes and provision of law related to data practices, data management and records retention,

each party shall remain the exclusive responsible authority, as defined in Minn. Stat. 13.02, subd. 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by the party agency. This section includes but is not limited to all data regardless of its classification as the term government data is defined in Min. Stat. 13.02, subd. 7.

g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat. 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative Auditor, or any duly authorized representative at any time during normal business hours and as often as they deem reasonably necessary, shall have access to and the right to audit, excerpt and transcribe any books, documents, papers, records, etc. that are pertinent to the accounting practices and procedures of the parties and involve transactions relating to this Agreement. The parties agree to maintain and make available these business records for a period of at least 6 years from the date of the termination of this agreement.

6. Annual Work Plans:

a. Required Contents: Annual work plans will be developed that detail implementation of the Plan, minimally including projects and programs to be completed collaboratively and associated budgets. A fiscal agent and a responsible Party or Parties shall be identified for each project, program or implementation activity contained in the annual work plan. The responsible Party or Parties must provide any grant matching funds and accept responsibility for implementation and outcomes. The annual work plans may include a summary of projects, programs and implementation activities to be accomplished with state Watershed Based Implementation Funds, competitive state grants, local funds or others.

b. Process for Development and Adoption of Annual Work Plans.

The decision – making process in the development and adoption of annual work plans shall be as follows:

1. The Advisory Committee shall draft and prepare the proposed annual work plan ranking projects, programs and implementation activities utilizing the selection criteria contained in the Plan.

2. The Advisory Committee shall present the proposed annual work plan to the Policy Committee for discussion and revision as appropriate.

3. The Policy Committee shall vote to recommend a proposed annual work plan to the governing boards of the Parties for approval. A vote of 2/3rd of the members present of the Policy Committee is necessary to move a recommended annual work plan onto the governing boards.

4. The governing bodies of the Parties shall approve the annual work plan for its implementation. An annual work plan will be approved only through approval of 2/3rd of the governing bodies of then existing Parties.

7. Structure and Governance

To carry out the coordinated and collaborative planning, development and implementation of the Plan and development, adoption of annual work plans, the Parties will continue the Policy Committee and Advisory Committee, as established under the Memorandum of Agreement. The function and the authority of the governing boards of the Parties and the composition, function and authority of the Policy Committee and Advisory Committee are as follows;

a. Governing Boards of Parties

i. The governing boards are the elected or appointed officials of the respective Party to this Agreement.

ii. Responsibilities: The governing boards of the Parties have the responsibility to take approval action on matters required by the terms of this Agreement and on matters recommended by the Policy Committee. Matters on which governing boards must take formal action include, but are not limited to, as follows:

1. Designation of an elected or appointed member or members to serve on the Policy Committee and set the term of service of each member so designated.

2. Approval of Annual Work Plans;

3. Amendments to the provisions of the Plan; and

4. Adoption or approval of other matters necessary for Plan implementation.

iii. Authority: A governing board of a Party shall exercise its decision-making authority only by adoption of a formal resolution. Governing boards must act on Policy Committee recommendations within 60 days after the day in which the Policy Committee formally adopted such recommendation. The decisions of the various governing boards of the Parties will be deemed approved for purposes of this Agreement when 2/3^{rds} of the governing bodies have adopted formal action on the respective recommendation.

b. Policy Committee

i. Responsibilities: The Policy Committee has the responsibility to develop and make recommendations on those matters that require approval by the governing boards of the Parties, including, but not limited to, annual work plans, additional parties to this Agreement, revisions and modifications to this Agreement and amendments to the Plan. Each member of the Policy Committee member shall serve as a liaison to his or her respective governing board; keep such governing board informed on the implementation of the Plan; and ensure that the preferences and ideas of such governing board are communicated to the Policy Committee.

ii. Composition: The Policy Committee shall be composed of one representative from each Party to this Agreement, except that Chisago County shall have three representatives seated on the Policy Committee. Each party may

also have one alternate in the absence of the designated representative. With exception of Chisago County, representatives and alternates must be an elected or appointed member of that Party's governing board and selected by the Party's governing board. The Chisago County Board of Commissioners must appoint three representatives to the Policy Committee, with one representative and an alternative representative each being a Commissioner and the two other representatives and respective alternatives to the Policy Committee appointed by the Chisago County Board of Commissioners as it may determine as appropriate. The term of each representative is decided by the appointing governing board.

iii. Governance: The Policy Committee shall be governed pursuant to by-laws and rules of procedure as the Policy Committee may develop, adopt and revise from time to time. The Policy Committee may utilize bylaws adopted in the preparation and development of the Plan and may revise the same to be suitable for purposes of Plan implementation. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of this Agreement. In the event of conflict or ambiguity, the terms of this Agreement shall prevail.

iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy Committee must provide that:

1. The Policy Committee will have at least twice-annual meetings and special meetings as necessary for implementation of the Plan.
2. The Chair or any four representatives may call special meetings giving not less than 72 hours written notice of the time, place and purpose of such a meeting delivered by mail or email to each Party.
3. All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings. The official posting location for meeting dates and locations shall be the Lower St. Croix One Watershed One Plan website.
4. The conduct of all meetings of the Policy Committee shall be generally guided by the most recent edition of Robert's Rules of Order.
5. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
6. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.

c. Advisory Committee

i. Responsibilities: The Advisory Committee has the responsibility to assist and advise the Policy Committee and to prepare and develop matters necessary for Policy Committee recommendation, including, but not limited to, annual work plans, and proposed amendments to the Plan and this

Agreement.

ii. Composition: The Advisory Committee is composed of staff of the Parties to this Agreement. Each Party may assign up to two staff to serve on the Advisory Committee. On a vote of two-thirds of its members present, the Policy Committee may increase the number of members on the Advisory Committee.

8. Administrative Coordinator

a. The Parties shall designate a Party to serve as Administrative Coordinator. The Administrative Coordinator has the responsibility to perform the administrative and coordinative work necessary for Plan implementation that is not associated with a specific implantation activity, project or program. The responsibility of the Administrative Coordinator may include serving as fiscal agent to accept and carryout all responsibilities associated with grants, grant agreements and financial transactions that are part of and related to grant agreement and contract implementation. Alternatively, the Parties may designate a separate Party to carry out fiscal agent responsibilities. A Party designated to serve as Administrative Coordinator or fiscal agent may assign that function to its staff or contract for such services.

b. The Parties agree that until the first annual work plan is adopted that the Washington Conservation District and Chisago Soil and Water Conservation District will be jointly designated as Administrative Coordinator. The first annual work plan and each annual work plan thereafter shall identity the Party that is the designated Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of implementing that respective annual work plan.

c. The governing board of the Administrative Coordinator and fiscal agent is authorized to make payments and to take other actions within a respective approved annual work plan.

d. The costs and expenses incurred by a Party in performing the function of Administrative Coordinator and fiscal agent may be paid with grant funds, including state Watershed Based Implementation Funds unless prohibited by State policy, grant contract or law. In the event that these funds are unavailable or insufficient, such costs and expenses remain the financial responsibility of such Party incurring the same unless the Parties otherwise agree through an approved annual work plan or separate action adopted by the governing boards of the then existing parties.

9. Miscellaneous

a. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. This executed Agreement including all counterparts shall be filed with each party to this agreement with a notification of the Agreement's effective date.

b. Amendments Any changes, amendments, or modifications to this Agreement may only be made formal resolution adopted by all of the governing boards of the then existing Parties.

c. Savings Clause: In the event that any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

10. Authorized Representatives

The following persons have been authorized as representatives to act as the primary contact for all matters concerning this agreement are:

Anoka County, County Administrator Rhonda Sivarajah or successor
Chisago County, County Administrator Chase Burnham or successor
Isanti County, County Administrator Julia Lines or successor
Pine County, County Administrator David Minke or successor
Ramsey County, County Board Chair Toni Carter or successor
Washington County, County Administrator Kevin Corbid or successor
Anoka Conservation District, District Manager Chris Lord or successor
Chisago SWCD, District Manager Craig Mell or successor
Isanti SWCD, District Manager Tiffany Determan or successor
Pine SWCD, District Manager Jill Carlier or successor
Washington Conservation District, District Manager Jay Riggs or successor
Brown's Creek Watershed District, District Administrator Karen Kill or successor
Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or successor
Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
South Washington Watershed District, Administrator Matt Moore or successor
Valley Branch Watershed District, President Jill Lucas or successor
Middle St. Croix WMO, Administrator Matt Downing or successor
Sunrise River WMO, Chair Dan Babineau or successor

(Signature Pages begin on next Page).

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers. *(Repeat this page for each participant)*

PARTNER: _____

APPROVED:

BY: _____

Board Chair Date

BY: _____

Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____

County Attorney Date

LINWOOD TOWNSHIP

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

LINWOOD TOWNSHIP

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

APPLICATION FOR COMMISSIONS AND COMMITTEES

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

Personal Information

Name Tyler Beck Phone 651-895-7082

Address 23839 Nebula St NE City Linwood Township

State Mn Zip 55079 Email Beck.Tyler85@gmail.com

How long have you been a Linwood Township resident?
9 years

Why are you interested in being on the Commission/Committee?
As a resident of Linwood township, I have a strong interest in the rights and future of the township and its residents. I would like to contribute my time and perspective to help ensure the growth of our township.

Briefly describe your background experience/education relative to the Commission/Committee?
I have experience working as a skilled tradesman on the railroad with a focus on planning, safety and problem-solving. I have 13 years of military experience working as a team to understand and solve complex problems.

What do you see as the primary function of the Commission/Committee?
I believe that Planning and Zoning should oversee the responsible growth while maintaining the character of our community with an emphasize on property rights.

What do you see in the future for Linwood Township?
I see Linwood Township maintaining that "country" feel with reasonable and responsible growth that best suits its residents

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

Is there any reason you would not be able to attend regular scheduled meetings for the Commission/Committee?
I am a full time working resident and am also an active member of the Linwood Township Fire department. I have Three Children, one of which is handicapped.

Thank you for your interest in Linwood Township!

Please return this form to Linwood Town Hall by April 30

22817 Typo Creek Drive

Stacy, MN 55079